

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, October 17, 2024

7:00 PM

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **OCTOBER 17, 2024**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Administer the Oath of Office to newly appointed Associate Municipal Court Judge, Pat Monks (Alvin Municipal Court Judge, Mo Ghuneim).
- B. Proclamation - Alvin Police Department Chaplain Week - October 13-19, 2024.
- C. Proclamation - Municipal Court Week November 4-8, 2024.
- D. Municipal Court Annual Departmental Presentation.

4. PUBLIC COMMENT

5. PUBLIC HEARING

- A. Public hearing to receive comment on the proposed annexation of approximately 168.36 acres, located near the intersection of State Highway 288 and FM 1462, in Brazoria County, Texas.
- B. Public hearing to receive comments on the proposed Economic Development Incentive Policy for the City of Alvin.

6. CONSENT AGENDA

- A. Consider approval of the October 3, 2024, City Council Workshop minutes.
- B. Consider approval of the October 3, 2024, City Council meeting minutes.

- C. Consider the approval of Kimley-Horn and Edgeland Group, the top ranked firms selected through the Request For Qualifications process (RFQ 24-01), for professional landscaping services for future City project needs.
- D. Consider a three (3) year contract with CrowdStrike for Falcon Endpoint Protection services, to be purchased through DataVox utilizing The Interlocal Purchasing System (TIPS), at a total cost not to exceed sixty-four thousand three hundred eighty-five dollars and ninety-eight cents (\$64,385.98) for the entire term; and authorize the City Manager to execute the contract and all related documents upon legal review.
- E. Acknowledge receipt of the Quarterly Investment Report as of September 30, 2024.

7. OTHER BUSINESS

- A. Final review and acceptance of the Alvin Livable Centers Study for Downtown Alvin development.
- B. Consider Resolution 24-R-30, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.
- C. Consider Resolution 24-R-31, adopting the Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto.
- D. Consider an award of bid (B-24-03) to Scohil Construction Services, LLC., in an amount not to exceed \$2,607,859, for the Water Line Improvements Phase 4 Project; and authorize the City Manager to sign the contract upon legal review.
- E. Consider an award of bid to Scohil Construction Services, LLC., for the Alvin South Bypass 35 Waterline Replacement Project (B-24-07), in an amount not to exceed \$232,628; and authorize the City Manager to sign the contract upon legal review.
- F. Consider a contract with CSA Construction, Inc., in an amount not to exceed \$2,269,460.27, to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the contract upon legal review.
- G. Consider Ordinance 24-DD, releasing approximately 273.364 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.
- H. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

8. REPORTS FROM THE CITY MANAGER

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

9. ITEMS OF COMMUNITY INTEREST

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

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

10. EXECUTIVE SESSION

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment,

employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

11. RECONVENE TO OPEN SESSION

- A. Consider possible action regarding the appointment of a Human Resources Director.

12. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY October 14, 2024, at 5:30 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Pat Monks, do solemnly affirm, that I will faithfully execute the duties of the office of Associate Municipal Judge for the City of Alvin and of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 17th day October 2024.



Signature of person administering Oath

Mo Ghuneim
Printed Name

Presiding Judge
Title



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the Alvin Police Chaplain Program, celebrating 20 years since its inception, has faithfully provided ministerial care and support to Alvin police officers, their families, and community members during times of trauma, injury, illness, and loss; and

WHEREAS, Chaplain Week is an opportunity to honor the invaluable contributions of the dedicated chaplains who offer spiritual guidance, faith, and emotional support during police-related critical incidents, helping officers and their families cope with crises, loss, and grief; and

WHEREAS, Alvin Police Chaplains serve selflessly as a vital part of the Alvin Police Department's Exceptional Team, providing Exceptional service, Making a Difference every day.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim the week of October 13-19, 2024, as

Alvin Police Department Chaplain Week

in the City of Alvin and encourage all citizens to uplift these everyday Heroes and keep them in your daily prayers.

WITNESS my hand and seal this
17th day of October 2024.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** Municipal courts serve as the foundation of local justice, ensuring the fair enforcement of municipal ordinances and state laws, thereby protecting the peace, safety, and well-being of our communities; and
- WHEREAS,** Municipal courts handle the largest number of cases compared to any other court system, making them the most immediate and accessible judicial forum for citizens and non-citizens alike, providing crucial access to justice for all; and
- WHEREAS,** Municipal judges, clerks, and court staff are dedicated professionals who work tirelessly to uphold the principles of fairness, impartiality, and justice, playing a vital role in maintaining public trust and confidence in our judicial system; and
- WHEREAS,** the Alvin Municipal Court remains dedicated to delivering fair and impartial justice to all of our citizens.
- NOW, THEREFORE,** I, Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the Alvin City Council do hereby proclaim the week of November 4-8, 2024, as:

Municipal Court Week

in the City of Alvin and encourage all citizens to recognize the invaluable contributions of municipal courts and the dedicated professionals who serve within them.

WITNESS my hand and seal this
17th day of October 2024.

Gabe Adame, Mayor

Municipal Court



Accomplishments & Awards

- The Court implemented advanced solutions and automation to streamline operations and boost efficiency.
- 2023 Municipal Traffic Safety Initiative Award Winner
- Deputy Clerk achieved Level Two Certification- Maria Rodriguez
- Deputy Clerk achieved Level One Certification- Stacy Hernandez
- Deputy Court Administrator selected by Tyler as a member of the Court Leaders Advisory Board.
- The Court Administrator was elected to serve on the Texas Court Clerk Association Board of Directors.
- Guest speaker for the new juvenile diversion procedures with Matagorda County.
- Court Administrator served as a panelist with Tyler Technologies to teach at conferences and provided software training.

Training, Community Outreach, and Events

- Hosted Self-Aid Buddy Aid (Saba)
- Trick or Treat Trail
- Shop W/Cop
- Warrant Resolution
- Nelson Elementary Book Event
- Municipal Court Week
- Tour De Braz
- Hosted In-person Training with Tyler Technologies
- National Night Out
- Hosted CPR Training With EMS

Statistics

- 1,543 Warrants cleared
- 1,390 Warrants issued
- 4,841 Citations processed
- 1,617 Compliance dismissals
- 3 Animal Seizure Hearings

Completed Projects

- Tyler Payments
- Hosted
- Court Kiosks
- Paperless Warrants
- Language Line for jail
- Streamlined procedures (reduction of paper)
- Updated Judicial standing orders
- Increased fines from 2014

Upcoming Projects

- Warrant Resolution
- AFIS at city hall
- Photos on warrants
- Tyler Cloud Platform
- Coordinating city training
- Juvenile Diversion Program
- Municipal Court Week
- Neighborhood Night Out
- Community Outreach
- MTSI Entry

Court Moments





AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Public hearing to receive comment on the proposed annexation of approximately 168.36 acres, located near the intersection of State Highway 288 and FM 1462, in Brazoria County, Texas.

Type of Item: Public Hearing

Summary: On or about August 9, 2024, the City received a Petition for Annexation from WB West Alvin Land, LLC, for the annexation of two (2) tracts of land totaling approximately 168.36 acres of land into the City and into the Preservation Creek development, located east of State Highway 288, and south of FM 1462. The land to be annexed into the City will be contained within Preservation Creek MUD No. 1, and the entire MUD will be within the City's corporate limits.

This is the second of two (2) public hearings. The final reading of the Ordinance is scheduled for November 7, 2024.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☐

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☐

Date Completed:

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Exhibit A - Metes and Bounds
 2. Exhibit B - 168.36 Acre LTS Map
 3. Petition to Annex into Alvin corp limits_168.36 acres
 4. Annexation Schedule - Preservation Creek
-

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
BEING 168.36 ACRES OF LAND
IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C. M. HAYS SURVEY, ABSTRACT 534,
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF 168.36 ACRES OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252, THE W.D.C. HALL SURVEY, ABSTRACT 69 AND THE C. M. HAYS SURVEY, ABSTRACT 534, BRAZORIA COUNTY, TEXAS, SAID 168.36 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 AND TRACT 2 BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1

DESCRIPTION OF A 130.63 ACRE TRACT OF LAND SITUATED IN THE C. M. HAYS SURVEY, ABSTRACT 534 AND THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 1,2,3,4,15,16,17,18,19 AND 20 OF KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS (VOL. PG. B.C.P.R.) AND BEING ALL OF THAT CALLED 130.62 ACRE TRACT OF LAND CONVEYED TO BRAZORIA MEADOWS, L.P. BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2004070827; SAID 130.63 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4-inch iron pipe called for and found in the easterly right-of-way line of State Highway No. 288 (420 foot wide at this location based on TxDOT right-of-way maps dated 3-5-1968), said pipe having a plastic cap stamped "S. ADAMS RPLS 3666" marking the southwest corner of said 130.62 acre tract of land, same being a westerly corner of a called 2,698.22 acre tract of land described in the deed recorded under B.C.C.F. No. 02-034524;

- (1) **THENCE**, North 02°59'46" West, along the easterly right-of-way line of State Highway 288 for a distance of 3,112.76 feet to a 1/2-inch iron rod found marking the northwest corner of said 130.62 acre tract of land and a westerly corner of the called 2,698.22 acre tract of land;

THENCE, with the common lines of said 130.62 acre tract and said 2,698.22 acre tract for the following twelve (12) courses and distances:

- (2) North 87°19'48" East, for a distance of 1,983.14 feet (called 1982.80 feet) to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (3) South 26°10'54" East, for a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (4) South 11°49'20" East, for a distance of 407.85 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (5) South 16°13'35" East, for a distance of 363.29 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (6) South 16°27'05" West, for a distance of 924.95 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (7) South 42°32'16" West, for a distance of 370.33 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (8) South 02°43'27" West, for a distance of 428.58 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (9) South 30°20'08" West, for a distance of 489.62 feet to a 1/2-inch iron rod with cap stamped "S. Adams RPLS 3666" called for and found for corner;

- (10) South 17°57'46" West, for a distance of 644.80 feet to a 1/2-inch iron rod called for and found for corner;
- (11) South 37°07'30" West, for a distance of 168.03 feet to a 1/2-inch iron rod called for and found for corner;
- (12) North 65°55'54" West, for a distance of 876.67 feet to a 1/2-inch iron rod found for corner;
- (13) South 87°00'42" West, for a distance of 144.92 feet (called 145.00 feet) to the **POINT OF BEGINNING** and containing 130.63 acres of land.

TRACT 2

DESCRIPTION OF A 37.73 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252 AND THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, INCLUDING A PORTION OF THE NORTHEAST CORNER OF SAID KANAWHA TEXAS COMPANY'S SUBDIVISION AND LOT 9 THEREIN, AND BEING ALL THAT CALLED 37.73 ACRE TRACT OF LAND CONVEYED TO BRAZORIA MEADOWS, L.P. BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2004070828; SAID 37.73 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod called for and found marking northerly corner of the called 37.73 acre tract of land, same being the southwesterly corner of a called 0.5619 acre tract of land recorded under B.C.C.F. No. 2018007910 (being a part of an unrecorded subdivision known as Sandy Meadow Estates), said corner being in the easterly line of 52.2811 acre tract of land recorded under B.C.C.F. No. 2021055024;

- (1) **THENCE**, South 49°57'13" East, along the northeasterly line of said 37.73 acre tract of land, common to the southwesterly line of Sandy Meadow Estates, passing at 61.71 feet a 1-inch iron pipe found marking the southerly common corner of said 0.5617 acre tract and a 0.835 acre tract of land described in deed under B.C.C.F. No. 2015054190, passing at 406.13 feet a 1/2-inch iron pipe found marking the southerly common corner of said 0.835 acre tract and a called 1.16 acre tract of land described in deed under Volume 1654, Page 419 of the Brazoria County Deed Records (B.C.D.R.), passing at 601.04 feet a 3/4-inch iron pipe found marking the southerly common corner of said 1.16 acre tract of land and a called 1.475 acre tract of land described in deed under B.C.C.F. No. 91-029830, passing at 792.49 feet a 3/4-inch iron pipe found marking the southerly common corner of said 1.475 acre tract and a called 1.79 acre tract as described in deed under B.C.C.F. No. 85-017777, passing at 985.14 feet a 3/4-inch iron pipe found marking the southerly common corner said 1.79 acre tract and a called 2.874 acre tract of land as described under B.C.C.F. No. 84-036737, and continuing for a total distance of 1,185.28 feet to found 1/2-inch iron pipe marking an angle point, same being the southwest corner of a called 20.0033 acre tract of land described in deed under B.C.C.F. NO. 2020068993;
- (2) **THENCE**, South 49°46'26" East, along the common line of said 37.73 acre tract and said 20.0033 acre tract for a distance of 238.20 feet to a 1/2-inch iron pipe found marking an angle point of the herein described tract and being the westerly common corner of said 20.0033 acre tract and a called 42.122 acre tract of land as recorded under B.C.C.F. No. 2014043800;
- (3) **THENCE**, South 49°41'40" East, along the common line of line of said 37.73 acre tract and said 42.122 acre tract for a distance of 1,180.22 feet to a 3/4-inch iron pipe found marking the most easterly corner of said 37.73 acre tract and an angle point in said 42.122 acre tract, said pipe being in the northerly line of a called 40.13 acre tract of land described in deed recorded under B.C.C.F. No. 2014019841;
- (4) **THENCE**, South 86°54'59" West, along the common line of line of said 37.73 acre tract and said 40.13 acre tract for a distance of 1,739.86 (called 1,739.90) feet to 5/8-inch iron rod called for and found marking the westerly common corner of said 37.73 acre and said 40.13 acre tract of land, being in an easterly line of a called 2,698.22 acre tract of land described in deed recorded under B.C.C.F. No. 02-034524;

- (5) **THENCE**, North 03°00'29" West, along the common line of said 37.73 acre tract and said 2,698.22 acre tract for a distance of 334.75 feet to 3/4-inch iron rod called for and found marking an angle point common to said 37.73 acre tract and said 2,698.22 acre tract of land;
- (6) **THENCE**, South 86°53'38" West, continuing along said common line for a distance of 157.24 feet to a 1/2-inch iron rod with cap stamped "S. Adams RPLS 3666" found marking an angle point common to said 37.73 acre tract and said 2,698.22 acre tract of land;
- (7) **THENCE**, North 03°06'22" West, continuing along said common line for a distance of 100.00 feet to a 1/2-inch iron rod found marking an angle point in the westerly line of said 37.73 acre tract of land, said corner being the northeasterly corner of said 2,692.22 acre tract of land;
- (8) **THENCE**, North 03°03'17" West, along the common line of said 37.73 acre tract and the aforementioned 52.2811 acre tract for a distance of 1,349.78 feet to the **POINT OF BEGINNING** and containing 37.73 acres of land, and when both tracts of land are combined, they have a total area of 168.36 acres of land. This description accompanies a Land Title Survey (21108400V-PBLT01.dwg) prepared by EHRA dated December 17, 2021 and revised May 26, 2022.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

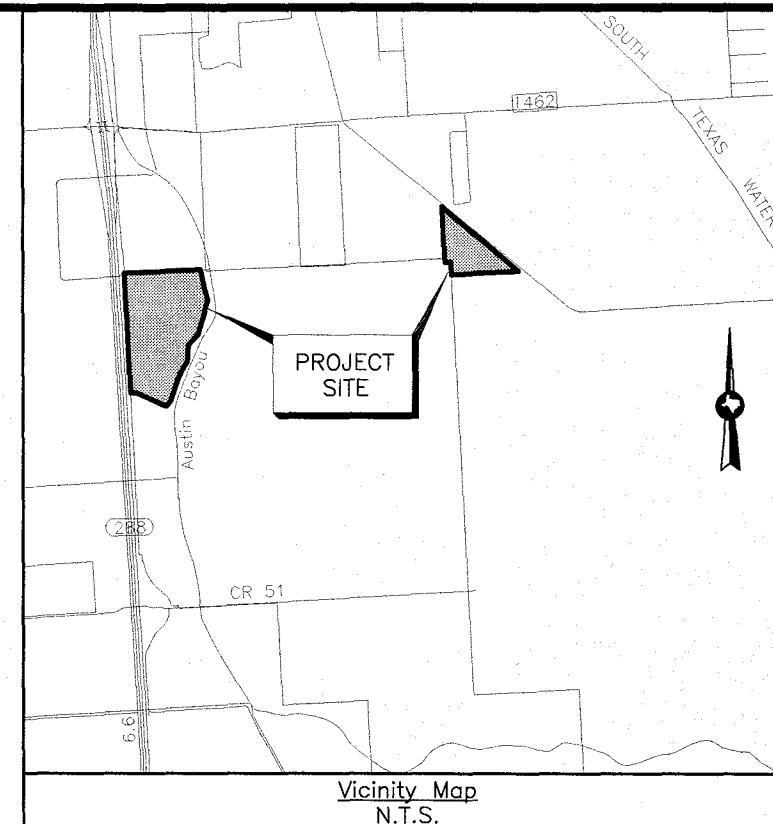
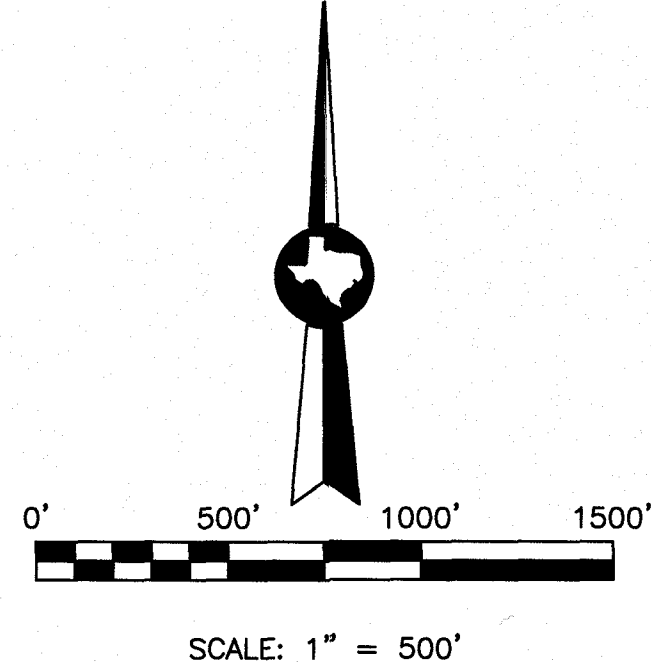


Date: December 17, 2021, Rev. May 26, 2022
Job No: 211-084-00
File No: R:\2021\211-084-00\Docs\Description\Boundary\21108400V-PBLT01-Tract 1.doc

EXHIBIT B

Ditch Highbank
Easement
Natural Gas
Overhead Power
Barbed Wire Fence
Chain Link Fence
Edge of Asphalt
Pavement Gravel

LEGEND	
BCM	Buried Cable Marker
B.C.C.F. NO.	Brazoria County Clerk's File Number
B.C.D.R.	Brazoria County Deed Records
BOL	Bollard
CIR	Capped Iron Rod
CM	Control Monument
CMP	Corrugated Metal Pipe
D.E.	Drainage Easement
DG	Down Guy
EM	Electric Meter
ER	Electric Riser
ESMT	Easement
F.C. NO.	Film Code Number
FNC	Fence
FND	Found
IP	Iron Pipe
IR	Iron Rod
LP	Light Pole
MB	Mail Box
MH	Manhole
MP	Meter Pole
NG	Natural Ground
PLMK	Pipeline Marker
PTP	Power Pole
RCP	Reinforced Concrete Pipe
R.O.W.	Right-Of-Way
SN	Sign
SP	Service Pole
TPD	Telephone Pedestal
VOL.	Volume, Page
WW	Water Well
(FTD)	Found TXDOT monument
(S)	Set 5/8" Iron Rod with cap stamped "E.H.R. & A. 713-784-4500"



TRACT NUMBER	OWNER NAME	RECORDING INFORMATION
1	DAVID HARGROVE	B.C.C.F. NO. 2017051988
2	DOUGLAS E. BARKER	B.C.C.F. NO. 2009031244
3	AUTUMN LEANNE BARKER	B.C.C.F. NO. 2009031245
4	USA YETITE PETROSKY	B.C.C.F. NO. 2009031246
5	CAROLYN BARKER MCDUGALD	B.C.C.F. NO. 2009031247
6	R. PATINA AND K. MOYADO	B.C.C.F. NO. 2012045819
7	EDUARDO AND LYDIA RODRIGUEZ	B.C.C.F. NO. 2003033329
8	MARIA MERCEDES FLORES	B.C.C.F. NO. 2011019500
9	SALLY LYNN JOHNSON	B.C.C.F. NO. 2014045387
10	SANDRA AND OLIVIERO SOLE	B.C.C.F. NO. 201202289
11	JESSE GUTIERREZ	B.C.C.F. NO. 2015022847
12	H.L.H. ENTERPRISES, LLC	B.C.C.F. NO. 2015039544
13	JACK & ANN HENDERSON	B.C.C.F. NO. 2014036439
14	HEATH A. HARTENBERGER	B.C.C.F. NO. 2019037945
15	HEMAN & CAMAL RAMKUMAR	B.C.C.F. NO. 2000001444
16	MONDE TRUCKING, INC.	B.C.C.F. NO. 201505024
17	JORGE & IRIS CANACHO TOBON	B.C.C.F. NO. 2018007910
18	JUNG GROUP LLC	B.C.C.F. NO. 2015054190
19	BOBBY & ROSALIND WILLIAMS	B.C.C.F. NO. 2014045387
20	RUBEN FLORES GUERRERO	B.C.C.F. NO. 91-028830
21	TODD & MARILYN MAE MADDOX	B.C.C.F. NO. 88-017777
22	TODD & MARILYN MAE MADDOX	B.C.C.F. NO. 88-017777
23	SANTHOSHI NARAYANAN	B.C.C.F. NO. 2020068993
24	BJORN & BEVERLY LINDGREN	B.C.C.F. NO. 2014043800

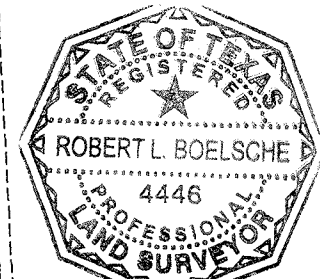


- NOTES:
- This survey has been performed in conjunction with the Commitment for Title Insurance prepared by Fidelity National Title Insurance Company under G.F. No. ch-7868-10768821000488, effective May 18, 2021 and issued June 3, 2021. No research of the Public Records of Brazoria County regarding easements or encumbrances was performed by Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
 - The basis of Bearings shown hereon is referenced to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
 - Tract 2 maybe subject to a 30' Pipeline Easement as recorded under Vol. 734 Pg. 558 of the B.C.D.R. not listed in the title report.
 - For Additional information about the subject tract, see Schedule B, Items 10 f, g, h, i, j, k, m, r, s, t, u, v, and w regarding certain leases that might affect the subject tract. This survey does not attempt to show these types of interests.
 - As per Schedule B, Item 10 i, the Designation Agreement recorded under B.C.C.F. No. 92-30194 does not effect the subject tracts.
 - As per Schedule B, Item 10 n, Tract 1 fronts on State Highway 288 and has controlled access limited and defined by instruments recorded under Volume 1064, Page 20, Volume 1077, Page 133, Volume 1207, Page 138 and Volume 1218, Page 614 of the B.C.D.R..
 - As per Schedule B, Item 10 q, documents recorded under Vol. 269 Pg. 632 and Vol. 402 Pg. 37 do not affect the subject tracts.
 - As per Schedule B, Item 10 p, this tract is subject to a 60-foot wide Ingress/Egress Easement as recorded under B.C.C.F. No. 2004070827. This document makes reference to said easement being described in exhibit "C-2", but this document does not contain an exhibit "C-2", therefore, the location for this easement is not known and can not be shown hereon.
 - Tracts 1 and 2 are subject to gravel and dirt roads shown hereon crossing through the subject tracts used in common by adjacent property owners for ingress and egress.
 - This survey does not determine the location of wetlands, fault lines, toxic waste, cemeteries, landfills, dumps or any other environmental issues, should any exist.
 - Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
 - The acreage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.
 - Fences shown hereon with dimensional ties are shown where they were physically measured. The fence line may meander between measured locations.
 - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 480590275K, dated December 30, 2020, a southeasterly portion of Tract 1 shown hereon lies within shaded "Zone A" (No base flood elevations determined) and the remaining portion of Tract 1 and Tract 2 lie within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain).
 - This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
 - For additional information about the Subject Tract, see the metes and bounds description prepared separately.

LINE	BEARING	DISTANCE
L1	S 26°10'54" E	50.00'
L2	S 11°49'20" E	407.85'
L3	S 16°13'35" E	363.29'
L4	S 18°27'05" W	924.95'
L5	S 42°32'16" W	370.33'
L6	S 02°43'27" W	428.58'
L7	S 30°20'08" W	489.62'
L8	S 17°57'48" W	644.80'
L9	S 37°07'30" W	168.03'
L10	S 65°55'54" W	876.67'
L11	S 87°00'42" W	44.92'
L12	S 49°27'13" E	1185.28'
L13	S 49°46'26" E	238.20'
L14	S 49°41'40" E	1180.22'
L15	S 86°54'59" W	1739.86'
L16	S 03°00'29" W	534.75'
L17	S 86°53'38" W	157.24'
L18	S 03°00'22" W	100.00'
L19	S 03°03'17" W	1349.78'

(Called 145.00')

(Called 1,739.90')



We, Edminster, Hinshaw, Russ and Associates, Inc. acting by and through Robert L. Boelsche, a Texas Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Robert L. Boelsche
Robert L. Boelsche
Registered Professional Land Surveyor
Texas Registration No. 4446

3			
2			
1	Revise Title Block Acreage	RAK	5/26/22
REV	DESCRIPTION	BY	DATE
EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRAINFORM.COM TBPE No. F-726 TBPELS No. 10092300			
LAND TITLE SURVEY OF TWO TRACTS OF LAND BEING A TOTAL OF 168.36 ACRES SITUATED IN THE C.M. HAYS SURVEY, A-534, THE H. T. & B. R. R. CO. SURVEY, A-252 AND THE W.D.C. HALL SURVEY, A-69 BRAZORIA COUNTY, TEXAS			
DATE:	December 16, 2021	SCALE: 1" = 500'	JOB NO.: 211-084-00
DWG. NAME:	21108400V-PBLT01.dwg	DRAWING NO.:	NONE

PETITION FOR ANNEXATION
INTO THE CITY OF ALVIN, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS:

WB WEST ALVIN LAND LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City of Alvin (the "City") to extend the present city limits so as to include and annex as part of the City the approximately 168.36 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes, and further petitions the City to negotiate and enter into a written agreement with the Petitioner for the provision of services in the area. In support of this petition, the Petitioner would show the following:

1. The Land lies within Brazoria County, Texas and is accurately described by metes and bounds in **Exhibit A**.
2. The Land is comprised of 168.36 acres within the extraterritorial jurisdiction of the City (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).
3. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
4. The Petitioner hereby certifies that it is the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity owning the Land or having an ownership interest in any part of the Land. There are no lienholders on the Land.
5. Pursuant to that certain Development Agreement effective as of June 15, 2023, Petitioner has contracted with the City for the provision of services in the area. Such agreement includes: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

[EXECUTION PAGE FOLLOWS]

Respectfully submitted this 5th day of August, 2024.

WB WEST ALVIN LAND LLC,
a Texas limited liability company

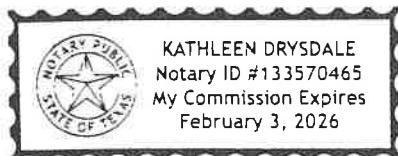
By: 

Name: Ting Qiao

Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 5th day of August, 2024, by Ting Qiao, as Manager of WB WEST ALVIN LAND LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

(NOTARY SEAL)

Attachment:
Exhibit A: Description of the Land

**SCHEDULE FOR VOLUNTARY ANNEXATION
PRESERVATION CREEK**

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 5, 2024	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings: October 3, 2024, and October 17, 2024 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
September 9, 2024	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062(a)
September 22, 2024	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 6, 2024* Publish notice of Second Public Hearing (1 time)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063(c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063(b)
October 3, 2024*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
October 17, 2024*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
Institution Date November 7, 2024*	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading (before December 7, 2024)	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading (before January 6, 2025)	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Public hearing to receive comments on the proposed Economic Development Incentive Policy for the City of Alvin.

Type of Item: Public Hearing

Summary: City Council called a public hearing for the consideration of this policy on October 3, 2024. Advertisements for the public hearing were published as required.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Policy Proposed
-

Recommendation: No Action - Public Hearing Only

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☐

Exhibit “A”

CITY OF ALVIN, TEXAS, PROCEDURES FOR THE CONSIDERATION OF ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY

PURPOSE OF PROCEDURES

The City of Alvin (the “City”) will consider the use of economic development incentives to promote new development and redevelopment where it can be demonstrated that an increase in tax revenue can be reasonably expected and the overall quality of life of the people who either live or work in the City can be improved. Except as provided herein, the following procedures are applicable to any proposed project within the City that requests economic development incentives from the City.

For those proposed developments that meet the goals and criteria of the City, the City is willing to consider any applicable economic development tools authorized for use by cities in Texas. This policy does not supersede existing agreements currently under development, projects for which construction has begun, projects previously constructed, or projects requesting the use of tax abatements pursuant to Chapter 312 of the Texas Tax Code as an economic development incentive.

The purpose of establishing these procedures is to establish a common understanding and consistent approach to guide developers, business prospects, the City and the general public through a standardized process for the review of economic development proposals requested in the City. Note that the City is not required to approve any incentive for any redevelopment.

The goals of these procedures are twofold:

1. Provide a clear and consistent process for the consideration of economic development projects.
2. Promote projects that encourage the realization of important City objectives including any of the following:
 - a. improvement of the City’s infrastructure;
 - b. increase in tax revenue;
 - c. ensuring high-quality and well-planned developments;
 - d. job creation; and
 - e. improvement of the quality of life in the City.

HOW TO APPLY

To be considered for a business incentive, an Applicant will need to submit a formal proposal outlining their project and incentive request. The proposal will need to be on company letterhead and include the following details:

1. project description;
2. project budget;
3. public infrastructure requirements;
4. projection of increased assessed value;
5. projection of increased employment;
6. projection of sales taxes (if applicable);
7. economic development incentive requested; and
8. any changes or variances requested to City ordinances (if applicable).

Hardcopy and/or electronic copies of the proposal will be accepted.

EVALUATION PROCEDURES

Each proposal for the consideration of economic development projects will be reviewed by the following procedures:

1. Prior to the submission of any proposal, the Applicant is required to request a pre-development meeting (PDM) with the City. The purpose of the PDM is to address questions regarding the proposal, the review process, and provide a general understanding of whether there is a reasonable expectation of City support for the project going forward.
2. The Applicant will then submit a proposal for incentive consideration to the Economic Development Director who will conduct an evaluation to determine whether additional information is required.
3. Once all information is submitted, the Economic Development Advisory Committee (EDAC) will convene to review the proposal and make recommendations to staff. It is advised that the Applicant be present to answer questions.
4. The Economic Development Director will summarize the findings of the EDAC and report recommendations to the City Manager and City Council. City Council will consider the recommendations and take appropriate action.

INCENTIVES AVAILABLE

The City of Alvin is open to a wide range of incentive options for business growth. All incentives offered by the City of Alvin will be executed under a 380 Economic Development Agreement (a “Chapter 380 Agreement”), in accordance with Chapter 380 of the Texas Government Code. These agreements enable the City to provide incentives encouraging developers to build within the jurisdiction. Negotiations on these incentives between the City and the developer occur on a case-by-case basis.

SPECIAL PROGRAM GUIDELINES

The City has approved the special programs below that target areas for redevelopment and industries identified in the Alvin Strategic Plan.

- Business Incentive Policy – City Wide
- Downtown Business Improvement Incentive – downtown Alvin
- Alvin Restaurant Incentive Policy
- Reimbursement for Façade and Tenant Improvements
- Sales Tax Reimbursement

BUSINESS INCENTIVE POLICY

Any new or expanding business may request incentive consideration for their project under the Alvin Business Incentive Policy. Applicants under this program may apply for sales tax reimbursement, façade improvements, signage improvements, and permanent fixtures improvements provided that:

1. the business is located inside the incorporated City limits;
2. the business will add net positive value to the municipal tax rolls;
3. the business will add at least 10 new full-time jobs;
4. an economic analysis of the business substantiates that the City will receive a positive return on the sales and use tax reimbursement; and
5. the business is **not** one of the following:
 - a business that constitutes a nonconforming use where the business is currently located or where the business is proposed to be located;
 - a flea market, tattoo parlor, or game room;
 - a nail salon, beauty salon, or beauty supply establishment;
 - a gas station or convenience store;
 - a vape / tobacco / hemp / smoke shop;
 - a storage facility such as vehicle and home / business items storage;
 - vehicle dealership;
 - a business that is not in good standing with the State of Texas or the City;
 - a business relocating from one location within the City to another location within the City but is not increasing their original square footage by at least 15%; or
 - a nonprofit establishment.

Incentives from this program are not intended for repairs or maintenance activities.

DOWNTOWN BUSINESS INCENTIVE POLICY

Any new or expanding business locating within the Downtown Alvin District may request incentive consideration for their project under the Downtown Alvin Business Incentive Policy. Applicants under this program may apply for sales tax reimbursement, façade improvements, signage improvements, and permanent fixtures improvements provided that:

1. the business is located within the district of the downtown Alvin area (see attached map);
2. the project will have value of at least \$100,000;
3. the business will add at least 3 new full-time jobs;
4. an economic analysis of the business substantiates that the City will receive a positive return on the sales and use tax reimbursement; and
5. the business is **not** one of the following:
 - a business that constitutes a nonconforming use where the business is currently located or where the business is proposed to be located;
 - a flea market, tattoo parlor, or game room;
 - a nail salon, beauty salon, or beauty supply establishment;
 - a gas station or convenience store;
 - a vape / tobacco / hemp / smoke shop;
 - a storage facility;
 - warehouse, manufacturing, and trucking facilities;
 - a business that is not in good standing with the State of Texas or the City; or
 - a nonprofit establishment.

Incentives from this program are not intended for repairs or maintenance activities.

ALVIN RESTAURANT INCENTIVE POLICY

The City seeks to stimulate dining activity along the SH35/99 corridor in the City by recruiting sit-down restaurants and unique food establishments to the SH35 commercial corridors of the City of Alvin.

Any restaurant or food establishment that receives funding from the Alvin Restaurant Incentive Policy program will also receive a one-year membership to the Northern Brazoria County Chamber of Commerce.

To receive consideration under this program, an establishment must be located within the City limits of Alvin and meet the following criteria:

- offer dine-in services with table servers/wait staff, a food hall or food accelerator;
- have the capability to attract customers from outside of the community;
- does not have another existing location within a 5-mile radius;
- provide new and different dining and entertainment experiences;
- will generate a minimum of \$20,000 in food and beverage sales taxes annually;
- will be occupied within one (1) year of receiving approval for a City incentive; and
- have a minimum five (5) to fifteen (15) year lease.

Preference will be given to restaurant concepts that are unique to the Alvin area.

The following are ***ineligible*** for the Restaurant Incentive Program:

- a property for which state or local taxes are in arrears;
- an establishment, including the establishment's developer, owner or manager, that has an open citation in the Municipal Court of the City of Alvin for Code violation;
- a proprietor or manager of an establishment who is related, by either blood or marriage, to a member of the City Council, the Economic Development Advisory Committee, or involved with City management;
- a restaurant with limited dine-in service or drive-thru only access; or
- a restaurant or food establishment located in a development that has received City economic development funding for the same improvements within five (5) years.

Any restaurant that receives funds through this program will be required to maintain an "A" rating at all times over the course of the original lease terms. Failure to maintain this rating will result in activation of incentive claw back provisions as outlined in the incentive contract.

SALES TAX REIMBURSEMENT

The City Council may grant up to 50% of City sales and use tax reimbursement for a maximum of either five (5) years or up to \$100,000 (whichever comes first) upon the authorization and execution of an agreement pursuant to Chapter 380 of the Texas Local Government Code. Sales tax reimbursement will only apply to the City of Alvin's portion of sales tax receipts and will not include Brazoria County, the State of Texas, or other taxing entities.

FAÇADE AND TENANT IMPROVEMENT REIMBURSEMENT

The City may reimburse up to 50% for the following, up to a maximum reimbursement of \$35,000 for the cost of façade improvements (including signage, landscaping, and lighting) and the cost of tenant improvements (not including fixtures, furniture, equipment, and similar items).

PROPERTY TAX ABATEMENT

The City of Alvin is committed to the promotion of high-quality development in all parts of the City. On a case-by-case basis, the City will give consideration to providing a tax abatement on the increment in value added to a particular property by a specific development proposal, which meets the economic goals and objections of the City. The tax abatement will be performance-based and in the form of a reimbursement of a portion of taxes based on performance.

FUNDING

All applications have a maximum City participation of \$35,000 except for the City sales tax reimbursement (as noted in the previous section). This program receives its funding on an annual basis as per direction from City Council.

All incentives are on a reimbursement schedule only and will be funded after completion of the project, with proof of receipts for all applicable materials submitted to the City of Alvin's Economic Development office.

The Applicant shall confirm that the project has been completed in accordance with the application. Such notification shall include, but not be limited to, a Certificate of Completion, documentation of paid receipts for materials and labor, and pictures of the completed project. The City may request other items deemed reasonably necessary for determining the project's completion. An inspection will be performed by City staff within ten (10) business days of notification by Applicant. If needed, a letter will be issued to the Applicant indicating all areas of noncompliance.

When all areas of the project are in compliance and the City Building Officials has approved the Certificate of Completion, the Economic Development Director will submit documentation to the City of Alvin Finance Department for payment. The City of Alvin Finance Department will authorize the release of approved grant funds as per the incentive agreement.

THE FINE PRINT

This section outlines all the additional details regarding incentive and business performance.

The Applicant should not begin any improvements that are outlined in their application prior to receiving approval from the Economic Development Director. Doing so may negate the application either in part or totally.

Proof of Applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, and current tax receipt(s) shall be required.

The owner of a business to be operated within a leased facility and the owner of such leased facility must apply jointly for the Business Improvement Grant program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt(s) shall be required.

Eligible project items include installation of internal and external permanent fixtures, asbestos removal, accessibility improvements for ADA compliance, and façade improvements (address side only). A permanent fixture is defined as anything that will be staying with the site when a business vacates the site.

Painting structures is not an eligible cost; however, publicly accessible wall murals will be considered, as they potentially attract visitors. Landscaping and labor costs are not a qualifying expense under this program.

An Applicant cannot apply for more than one (1) incentive consideration. A new owner of a site that has previously received an award may apply; however, improvements funded under a previous application will be taken into consideration.

Receiving a grant award for a project does not circumvent the permitting process. The Applicant shall be responsible for obtaining all applicable permits related to the approved application and must comply with all current City ordinances.

Properties with active Code Enforcement violations will be prohibited from participation unless the proposed application will satisfy the violations, and building occupancy is expected upon the conclusion of the project.

Recipients should have projects completed within twelve (12) months of the incentive approval date. Failure to complete the improvements within the required time will render the Applicant ineligible to receive funding. An Applicant may apply for one extension of up to six (6) months if needed.

The incentives provided under this policy are granted utilizing Chapter 380 of the Texas Local Government Code. It is the policy of the City of Alvin to customize the provisions of economic development incentives on a case-by-case basis to result in a “win/win” agreement for the Applicant and for the City of Alvin taxpayers. This individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each Applicant while enabling the City to better respond to the changing needs of the community. The City Council reserves the right to make exceptions to this policy as deemed necessary. Furthermore, the City reserves the right to terminate any and all incentive agreements at any time. All incentives are subject to availability of funding. Nothing herein shall imply or suggest a guarantee of approval of any incentive request. Questions or concerns about qualified costs under this program should be directed to the Economic Development Director prior to submittal.

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, OCTOBER 3, 2024
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:07 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Chris Vaughn, Glenn Starkey, and Richard Garivey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Tina Rodriguez, Interim Human Resources Manager; Chris Thomas, Director of Finance; Brandon Moody, Director of Public Services; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Review and discuss amendments to the City of Alvin Personnel Policy Manual.

Tina Rodriguez, Interim Human Resources Manager, presented this item before City Council with explanation. Ms. Rodriguez began by outlining the reasons for the updates, which are tied to recent legislative changes, the promotion of inclusivity, employee retention efforts, and the need for clearer guidelines. The proposed updates specifically pertain to Section II: Employee Civil Rights, Section IV: Pay and Benefits, Section V: Paid Time Off, and Section VII: City Equipment.

Section II will be updated to reflect the verbiage from the Americans With Disabilities Act, and the Equal Employment Opportunity Act. The Human Resources Department, in collaboration with the Asst. City Manager, EMS Director and Police Captain, developed a comprehensive chart to define and organize emergency response periods and compensation under Section IV: Pay and Benefits. While these updates will not alter existing policies in Section IV, they aim to provide clearer guidelines for establishing accurate timelines and determining appropriate compensation during emergencies or disasters.

In Section V: Paid Time Off, the following updates were proposed: adding Juneteenth as a recognized employee holiday in alignment with its designation as a federal holiday in 2021; granting up to one (1) workweek (40 hours) of paid mental health leave for First Responders, and up to two (2) workdays (20 hours) for Civilian Employees; and introducing Quarantine Leave for First Responders who are ordered to quarantine or isolate due to potential or confirmed exposure to a communicable disease while on duty.

Additionally, the proposed updates include offering up to four weeks (160 hours) of Paid Parental Leave for employees eligible under FMLA guidelines. Finally, an enhancement to Paid Time to Vote would allow full-time employees no more than two (2) hours within a pay period to participate in voting.

In Section VII, it was proposed that all employees—including full-time, part-time, temporary, seasonal, and contract personnel—be required to wear their city-issued identification badges while on-site at any city facility. This policy would extend to temporary badges for visitors and contractors performing maintenance on City properties. Additionally, employees must complete cybersecurity training as recommended by IT Management or as required by local, state, or federal regulations.

Council member Starkey raised concerns regarding the proposed two (2) days of Mental Health Leave for civilian employees and sought clarification on what qualifies as an eligible event to use this leave. A discussion followed about the definition of a traumatic event and its applicability to all employees. The

general agreement was to extend the 40-hour mental health leave benefit to all employees, rather than limiting it solely to emergency personnel.

Several council members raised questions regarding the Paid Parental Leave proposal, specifically how it applies to men using the same paid leave. It was clarified that, under FMLA, there is no distinction between men and women when utilizing leave for the birth of a child. Therefore, the City's policy should align with this standard, ensuring equal consideration for all employees.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:37 p.m.

PASSED and APPROVED the 17th of October 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, OCTOBER 3, 2024
7:00 PM**

CALL TO ORDER

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Lazarus Gonzales, APD Chaplain, gave the invocation. Council member Starkey led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Proclamation - Texas Teachers' Day.

Mayor Adame proclaimed October 5th, 2024, as Texas Teachers' Day and formally issued the proclamation to Carol Nelson, Alvin Independent School District (AISD) Superintendent, and Rene Rives, AISD Communications Director.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARING

Public hearing to receive comment on the proposed annexation of approximately 168.36 acres, located near the intersection of State Highway 288 and FM 1462, in Brazoria County, Texas.

Mayor Adame opened the public hearing at 7:07 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:08 p.m.

CONSENT AGENDA

Consider approval of the September 19, 2024, City Council meeting minutes.

Consider Resolution 24-R-27, nominating a candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

Due to changes brought by Senate Bill 2, the composition and appointment process for the Brazoria County Appraisal District (BCAD) Board of Directors has been updated. The board now consists of three elected members and five appointed members. The appointed members are selected by the participating taxing units, and the terms of all current appointees will expire on December 31, 2024. This Resolution seeks to nominate candidate(s) to serve on the BCAD Board of Directors. Current members are eligible for renomination, or new candidates may be proposed. Cities, school districts, and counties can nominate up to five individuals to serve on the Board, which is made up of five members serving two-year terms. Staff recommends nominating current board member, Tommy King through the adoption of Resolution 24-R-27.

Following the nomination period, the Appraisal District will send an official ballot listing all nominees after October 30, 2024. The City of Alvin will have a total of 78 votes to distribute among the candidate(s) via Resolution before December 15, 2024. The Chief Appraiser will then count the votes, declare the results, and notify the five candidates with the highest vote totals before December 31, 2024.

Call a public hearing to consider the readoption of the Economic Development Policy for the City of Alvin, Texas, including criteria and guidelines governing tax abatements, tax increment reinvestment zones, and additional economic incentives within the City, for Thursday, October 17, 2024, at 7:00 p.m. in the City Council Chambers of Alvin City Hall located at 216 West Sealy, Alvin, Texas.

The Texas Tax Code, Chapter 312.002(c), states that a policy establishing tax abatement guidelines and criteria must be adopted by the governing body at least every two (2) years. Said policy must be in effect before the governing body may enter into tax abatement agreements. A public hearing is required before the readoption or amendments can be considered. This policy is used by staff as a guideline for development projects. This policy has been revised. The public hearing notice will be published in the Alvin Sun and will be placed on the City's website as required by law. The proposed policy will also be published on the City's website for public review. No action other than calling the public hearing for October 3, 2024, will be considered at this meeting. The Resolution readopting this policy will be considered at the October 17, 2024, meeting after the public hearing is held.

Consider Resolution 24-R-28, adopting the City of Alvin Investment Policy for the investment of municipal funds; and setting forth other matters related thereto.

Pursuant to Section 2256.005(e) of the Texas Government Code, part of the Texas Public Funds Investment Act (PFLA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The policy has been updated from previous years to reflect some changes in the state statutes which govern the policy. Some portions of the policy were updated to recognize changes in authorized investment options, and other sections were updated to remove restrictions on diversification.

Consider the resignation of Dr. Jim Crumm from the Animal Shelter Advisory Committee.

On September 26, 2024, Dr. Jim Crumm submitted his resignation from the Animal Shelter Advisory Committee for his term ending December 31, 2026. This agenda item is the formal acceptance of his resignation. With the resignation of Dr. Crumm, there will be five (5) members on the Committee. Chapter 823, Section 005 of the Texas Health and Safety Code requires at least one (1) member to be a licensed veterinarian. Dr. Crumm is currently the only licensed veterinarian serving on the committee. Current members are Sandra Curtnier, Caiden Anderson, Jennifer Hendricks, Autumn Miller, and Keith Villaloboz. City Council will consider the appointment of a member to the Committee at the December 5, 2024, City Council meeting.

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

OTHER BUSINESS

Consider Ordinance 24-CC, amending Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the location restrictions in Article II, License to Manufacture, Sell or Distribute Beer; providing for penalties; providing for publication; providing for severability; and setting forth other provisions related thereto.

In March 2024, City Council adopted a comprehensive update to Chapter 3 - Alcoholic Beverages of the Code of Ordinances. Upon implementation and application, an issue was raised regarding the location restriction exception for restaurants in location to a private school. Based upon the basis for location restrictions, Staff does not feel that a private school should be less restrictive than a church or public hospital. Therefore, Staff is recommending adding "church" and "public hospital" to the location restriction exceptions for restaurants.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Several Council members sought clarification on the specific locations referenced in the proposed ordinance. Ms. Hanneman explained that current state law includes an existing exception to location restrictions for private schools, as well as a defined distinction for restaurants. A discussion followed regarding the necessity of including this distinction in the ordinance and its potential benefits for the City of Alvin.

Council member Castro moved to approve Ordinance 24-CC, amending Chapter 3, Alcoholic Beverages, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the location restrictions in Article II, License to Manufacture, Sell or Distribute Beer; providing for penalties; providing for publication; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with Mayor Adame casting a tie-breaking vote of Aye, and Council members Vela, Starkey and Vaughn voting No.

Consider Resolution 24-R-29, revising the Athletic Facilities Policy for the use of parks and recreation facilities; establishing an effective date; and setting forth other matters related thereto.

The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The policy provides priority use of athletic facilities for those associations requiring perpetual use and who provide recreational service(s) or meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), Parks and Recreation Board, and Parks Department staff. At the regular board meeting on August 6, 2024, current Alvin Sport Associations, Park Staff and Park Board members discussed changes to the Athletic Facilities Policy. The Park Board recommended and unanimously approved the changes.

<u>Proposed Changes</u>	<u>Rationale</u>
Granting access to MUSCO athletic lighting control on a per-season basis rather than a yearly basis.	Improves light scheduling, billing and collection by staff for ASA athletic field usage.
Add new section "Athletic Field Light Credit"	An effort to compensate the Alvin Sport Associations for their contribution to improving an athletic sports park, such as Lions, Pearson, Morgan, Briscoe

Staff recommends approval of Resolution 24-R-29.

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation.

Council member Moore moved to approve Resolution 24-R-29, revising the Athletic Facilities Policy for the use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

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

No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the Alvin City Council Workshops on October 8, and October 17, 2024.

ITEMS OF COMMUNITY INTEREST

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

Council member Vela thanked city staff and first responders for their service on National Night Out.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:30 p.m. in accordance with the following:

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

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 7:44 p.m.

Consider possible action regarding the appointment of an Associate Municipal Court Judge.

Council member Garivey moved to appoint Pat Monks as Associate Municipal Court Judge and authorize the City Manager to sign the agreement upon legal review. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:44 p.m.

PASSED and APPROVED the 17th of October 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: City Secretary

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

Agenda Item: Consider the approval of Kimley-Horn and Edgeland Group, the top ranked firms selected through the Request For Qualifications process (RFQ 24-01), for professional landscaping services for future City project needs.

Type of Item: Action Item

Summary: On June 30 and July 7, 2024, the City advertised Requests for Qualifications from professional landscape architects to provide services on an as-needed basis for various City projects. A selection committee reviewed and evaluated the qualifications submitted by five (5) firms, scoring them based on experience, methodology and approach, creativity, and reference/client feedback.

Following the evaluation, Kimley-Horn received the highest score from the selection committee, with Edgeland ranking second. It is recommended that the City Council approve these firms as the top-ranked providers of landscaping services. This approval will enable the City to engage these firms for future landscape architecture projects, as needed, with terms negotiated for each individual contract. While there are currently no defined projects, potential projects include improvements to the "Corner @ Willis/Gordon" and the caboose grounds at the Depot. Architects will be identified as required for these and other projects. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/8/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 10/14/24

Supporting documents attached:

1. RFQ 24-01 Final Compiled Scoresheet
2. RFQ 24-01; Landscape Architects; Kimley-Horn
3. RFQ 24-01; Landscape Architects; Edgeland

Recommendation: Move to approve Kimley-Horn and Edgeland Group, the top ranked firms selected through the Request For Qualifications process (RFQ 24-01), for professional landscaping services for future City project needs.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

RFQ-24-01 - Landscape Architect

FINAL SCORE RESULTS

FIRM	SCORE
Asakura Robinson	91
Clark Condon	90
Edgeland	95
Kimley-Horn	97
M2LAssociates	80

REQUEST FOR QUALIFICATIONS

LANDSCAPE PLANNING/ ARCHITECTURE SERVICES



PROPOSAL COVER SHEET



RFQ 24-01
Landscape Planning/Architectural Services

Proposal Cover Sheet
Due Date: Tuesday, July 16, 2024, by 2:00 p.m.

Kimley-Horn and Associates, Inc.
Name of Firm/Company

Nicholas Holscher, PE | Vice President // Authorized to Bind the Firm
Agent's Name (Please Print) Agent's Title

11700 Katy Freeway, Suite 800, Houston TX 77079
Mailing Address City State Zip

210.321.3432
Telephone Number

nick.holscher@kimley-horn.com
Email Address


Authorized Signature

July 16, 2024
Date

Proposal Submission Checklist	
☒	Proposal Cover Sheet
☒	3 hardcopies of Request
☒	1 electronic copy of Request
☒	Completed Public Information Act Form

COVER LETTER

Kimley»Horn

July 16, 2024

Dixie Roberts | City Secretary
City of Alvin | 216 West Sealy Street, Alvin, Texas 77531

RE: RFQ-24-01 LANDSCAPE PLANNING/ARCHITECTURAL SERVICES

Dear Selection Committee Members,

Kimley-Horn and Associates, Inc. (Kimley-Horn) understands that the City of Alvin is seeking a qualified firm to provide comprehensive landscape and planning services for various community projects. Our team knows that public spaces are the heart of a community and that's exactly what we want to provide for the City – spaces that your community can continue to gather in and be proud of.

As you consider the selection of your consulting partner, please keep the following merits of the Kimley-Horn team in mind:

SUPERIOR SOLUTIONS UNDER ONE ROOF

With the Kimley-Horn team, your best interest will always be the focus of our efforts. As a full-service consulting firm, we can provide you a full range of services in addition to our landscape architecture team, including comprehensive engineering, planning, environmental and sustainability services, and survey. This gives you the comfort of knowing that a wide range of activities related to a landscape and planning project are all under the management and quality control of one firm. By managing multiple disciplines in-house, Kimley-Horn will reduce the coordination efforts of the City as well as provide the City with **comprehensive solutions, better communication, increased productivity, and quicker, more accurate project deliverables** that are consistent with your needs.

PROVEN SUCCESS

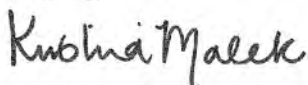
Working directly with the City and taking the community's needs into consideration, our overall goal is to turn high-level ideas into feasible designs that can be seamlessly implemented into the City's current and future plans. Our understanding of the dedication that it takes to turn these ideas into tangible realities is based on years of experience in developing projects that are not only beautiful and impactful to the community but are also maintainable long term and budget conscious. As such, we have put together a team that has proven success working with cities on comprehensive landscape planning services. Working as an extension of the City's staff to understand your needs, Kimley-Horn intends to provide Alvin with **implementable projects that align with your needs, maintenance capabilities, and budget.**

COMMITTED TO SATISFACTION

We understand each project is unique. Some projects are straight forward while other more complicated ones require a full scope of services to be seen through to completion. Our process always begins with listening to your needs and tailoring our approach – making it specific to each project. Within this RFQ, we have outlined a typical approach which can be modified upon a project scoping meeting. Our goal is to **develop a deep rapport with City staff and serve as a trusted advisor, working together to solve problems** and develop landscape and planning projects specific to your needs. This approach keeps design fees lean and focused only on what you need.

We are confident that our qualified and highly capable team can successfully lead the City of Alvin in its landscape planning and architectural services efforts. Thank you for the opportunity to submit our qualifications for this RFQ—we look forward to our continuing our working relationship with you. If you have any questions or comments, please contact me directly at **346.888.3887** or at kristina.malek@kimley-horn.com.

Sincerely,



KRISTINA MALEK, PLA
PROJECT MANAGER



NICHOLAS HOLSCHER, PE
VICE PRESIDENT | AUTHORIZED TO BIND THE FIRM

FIRM QUALIFICATIONS AND RELEVANT EXPERIENCE

FIRM QUALIFICATIONS

In the last 57 years, Kimley-Horn has grown into a multidiscipline, nationwide firm with more than 130 offices and 7,700+ employees. Of these office locations, 24 are located here in Texas, with a combined 1,800+ employees, and more than 40 professional landscape architects. Kimley-Horn's Texas-based landscape architecture planning and design team has successfully completed numerous park and trail projects, sports complexes, lake and pond improvements, tennis facilities, trails, playgrounds, pavilions, dog parks, splash pads, aquatic centers, parking lots, park restrooms and concessions, trails, pedestrian bridges, and public art installations. In addition, we have provided services on parks infrastructure improvements, such as creek erosion mitigation, site upgrades, and public art.

As one of the nation's largest planning and landscape architecture firms, Kimley-Horn's results-oriented professionals bring outstanding creativity to the planning and design of parks, roadway beautification, and civic spaces. The team we have assembled for this project has varied experience ranging from small to large-scale projects. When possible, our landscape architects employ sustainable planning and design practices while emphasizing pleasing visual environments, meaningful themes, distinctive images, and a strong sense of place.



RELEVANT EXPERIENCE

Kimley-Horn's area trail, park, and landscape architecture planning and design team has successfully completed more than 100 park and trail projects, including lake and pond improvements, trails, playgrounds, pavilions, dog parks, splash pads, aquatic centers, parking lots, park restrooms and concessions, pedestrian bridges, sports and entertainment venues sports complexes, mixed-use open space, and public art installations, park infrastructure improvements such as creek erosion mitigation, and site upgrades.

Our clients benefit from not only the technical expertise of the proposed project team but also from the resources and support of our firmwide staff. Our staff members have extensive experience serving both public sector clients and private developers throughout the United States. Our services reach beyond technical specifications and site plans into the peripheral activities associated with development projects; public involvement campaigns; coordination and training with non-technical employees; sensitivity to political climates; presentations; permitting, zoning, and approvals; and many other factors that become pertinent.

More specific examples can be found in the **Past Project Examples Demonstrating Expertise** section beginning on page 18.

PROPOSED METHODOLOGY AND APPROACH TO LANDSCAPE PLANNING

PROPOSED METHODOLOGY

COMMUNICATION PROCEDURES

Your project manager, Kristina Malek, PLA, will be your main point of contact for the duration of each project – from kickoff through to completion. She will provide proactive communication with you in regards to status updates, quickly respond to questions, and attend design reviews. Our one-stop shop, multidisciplinary firm acting as one entity will also allow Kristina to seamlessly coordinate with the design team to collaborate and resolve issues.

Kimley-Horn has carefully reviewed the needs of the City for the Landscape Planning and Architecture Services project and has selected highly qualified and competent professionals with extensive experience in a variety of disciplines. **You can count on our team's responsiveness and commitment to continued involvement throughout the life of the project.**

DESIGN PHILOSOPHY

Our long history in landscape and planning design shapes a design philosophy built around balancing current trends and aesthetics with ease of maintenance and sustainability. Blending concepts from the private-sector world while also understanding the need for efficient operations on the municipal side, **we create designs that are not only beautiful, but also meet the wants and needs of the public and municipal operators.** We also understand how to design for operational and construction efficiency, which saves the municipality money in the short- and long-term.

Additionally, our team has an outstanding record of developing designs and implementing projects into reality for cities. By working with City staff, and relying on our expertise in constructability, we can provide turnkey planning, design, bid and construction phase services.

UNDERSTANDING THE CITY'S NEEDS

We will begin each project with a project scoping meeting, where we will work with City staff to develop a clear understanding of the needs, goals, objectives, and design criteria for each project. From there we will define a scope of services and tailor them based on your feedback and budget. As part of this, we will work with you to define meaningful engagement points with stakeholder groups or others to gain feedback on the design direction, as needed—this could include city officials, user groups, various city departments, and regulatory agencies.

RESEARCH, SITE ASSESSMENTS, AND ANALYSIS

Our team will study the site to identify opportunities and constraints prior to developing solutions or improvements to a project. Ways we will achieve this include:

- Documenting existing conditions, such as: vegetation; utilities; and topography through the use of site visits, existing plans, aerial photography, and surveys. This may include coordinating with subconsultant surveyors for topographic and boundary surveys
- Reviewing previous geotechnical investigations and/or coordinate with subconsultant geotechnical engineers for geotechnical reports
- Preparing exhibits that showcase existing site features such as: site photos, constraints/issues, and opportunities
- Identifying project limitations
- Identifying desires and needs of the community
- Identifying environmental permitting needs
- Coordinating with City staff, residents, and additional representatives
- Understanding maintenance and operational capabilities



CONCEPTUAL DESIGN

Following a project scoping/project kickoff meeting, we will have a more clear vision and understanding of your needs, goals, priorities, and objectives. Based on this, we will conduct a conceptual design phase that includes:

Developing conceptual landscape designs

Identifying recommended plant selection, hardscape materials, and sustainability practices

Illustrating the general scope, scale, theme, and relationship of various design components

Preparing budgets for proposed designs

Presenting designs to city officials, staff and stakeholders

Reviewing and completing quality control/quality assurance (QC/QA)

Ensuring compliance with all local, state, and federal regulations

Collaborating with other design professionals

Meeting with various city departments and agencies

PLAN PRODUCTION

Based on the approved Conceptual Design, we will proceed with preparing construction documents. The frequency of deliverables will be determined during the project scoping meeting to ensure that timely and meaningful feedback is incorporated along the way. Typically, we would anticipate deliverables at 60%, 90% and 100% plan completion. With each deliverable, we will meet with staff and stakeholders to review these plans and obtain feedback, which will be incorporated with each subsequent deliverable. This phase includes:

Preparing detailed landscape designs and construction documents

Preparing project manual and technical specifications

Preparing cost estimates

Reviewing and completing QC/QA

Ensuring compliance with all local, state, and federal regulations

Collaborating with other design professionals

Meeting with various city departments and agencies

Reviewing plans with city officials, staff and stakeholders

Finalizing design plans and obtaining necessary approvals

BID AND CONSTRUCTION PHASE SERVICES

Our team will continue to work with the City throughout the bid and construction phase of each project to assist the City in project management and be readily available for tasks during construction. Some of the tasks we will be involved in include:

Coordinating with potential bidders

Managing the bidding process and reviewing bids

Coordinating/communicating with contractors

Attending scheduled and unscheduled construction meetings

Ongoing coordination with inspectors, contractors, and City staff

Punch lists

Texas Department of Licensing and Regulation (TDLR) Review to address any necessary Americans with Disabilities Act (ADA) requirements

CREATIVITY AND INNOVATION IN LANDSCAPE DESIGN APPROACHES

Creativity and innovation are inherent to our design approach and can take shape in many forms. The following pages demonstrate examples of creative and innovative approaches that we have implemented in the past.

UTILIZING SUSTAINABILITY PRACTICES

The use of low maintenance, natively adaptive landscaping helps *reduce maintenance costs, withstand extreme weather events, and provides habitat for desirable wildlife*

Utilizing Low Impact Development (LID) and Best Management Practices (BMPs) are strategies we can use to *mimic pre-disturbed hydrologic processes and reduce stormwater impacts*

The use of local materials can *reduce carbon emissions and transportation costs*

Water efficiency in irrigation and plant selection can help reduce water-use—this is attainable through close collaboration with irrigation designers on efficient irrigation methods and through selection of low water use plants

EXAMPLE

LEACH TEACHING GARDENS AT TEXAS A&M UNIVERSITY (TAMU) | COLLEGE STATION, TX

The Rain Garden within TAMU's Leach Teaching Gardens demonstrates how rainwater capture can be included in a beautiful and low-maintenance public landscape. This design accounted for rainfall to be collected from a picnic pavilion roof and is directed along an innovative stone gutter directly into the Rain Garden. Because of the unpredictability of weather, our team chose plants that are durable enough to withstand normal dry weather and short periods of inundation, and soggy soil. *More information on this project can be found in our Past Project Examples Demonstrating Expertise section.*



CREATIVE PROBLEM SOLVING

Using *design and creative thinking* to solve problems can often allow us to overcome challenges and turn them into otherwise unnoticed issues to the public.

EXAMPLE

In order to embrace the industrial and coastal nature of the City of Baytown, a Corten steel picket wave wall was created to sit within the roadway medians. Due to the location within the median, it was imperative that visibility was maintained through the wall so that it wouldn't become an obstruction—because of this, the pickets were strategically angled to allow for visibility through the wall. We also worked with a structural engineer to design the wall in segments – this allowed for a more seamless construction install and for future ease of repair. The end result was a beautiful, serpentine wave wall that dynamically moves with your perspective. *More information on this project can be found in our Past Project Examples Demonstrating Expertise section.*

SAN JACINTO BOULEVARD IMPROVEMENTS | BAYTOWN, TX



Working with *maintenance capabilities and long-term operational costs* in mind, we understand that municipalities have defined budget and operational capabilities. We will work to understand these at the onset of the project and create a design that aligns with the long-term ability to maintain the project. Our history of experience working with cities give us the ability to understand what lasts the test of time.

EXAMPLE

The City of Lake Jackson wanted to expand into a new section of their downtown with the same design theme as their Phase I and II improvements, but wanted to take a more maintenance-friendly approach in Phase III. With this in mind, we utilized the same materials as the previous phases, but scaled back on the planting areas for more hardscape, and swapped seasonal color areas for ornamental grasses to allow for less overall maintenance time. Phase III seamlessly blends with the other areas of revitalization and more accurately aligns with the City's capabilities. *More information on this project can be found in our Past Project Examples Demonstrating Expertise section.*

DOWNTOWN REVITALIZATION, PHASE III | LAKE JACKSON, TX



When funding is limited, we utilize *bid alternatives and phasing* – we know how important it is to design with the overall vision in mind in order to reduce rework and unnecessary demolition costs. However often times, there is not funding available for the full build out, so a phased approach can be taken.

EXAMPLE

SABINE RIVER AUTHORITY (SRA), SAM FORSE COLLINS PARK 1B | BURKEVILLE, TX

The SRA's overall vision for the project included a playground, sprayground, expanded parking, restroom and pavilion, and beach area for the site. However, the overall project costs exceeded their annual funding available for the project. We worked with the SRA to better understand their funding structure and developed a phased implementation plan for the full build-out. The project started with the playground, restroom and pavilion for which we knew would have an instant impact for the community. The remaining improvements will be completed over time as funding becomes available.

DESIGN INNOVATION

Through the use of *public art*, projects not only invest and involve the community in each project, but offer a unique opportunity for city branding and placemaking.

EXAMPLE

GARTH ROAD | BAYTOWN, TX

The City of Baytown wanted to add public art to their gateway entry. We worked with staff to understand their vision, prepared multiple themed options, and received feedback on their preferred option—ultimately, a native flora and fauna themed cluster of internally lit pillars was chosen. We prepared multiple pillar design options that represented various local flora and fauna, and working with City staff, the City prepared a survey of the options for the public to vote on their favorite(s). These were incorporated into the plans and now along the roadway is a reminder of the community's part in the process.

EXAMPLE

BAYOU GREENWAYS PARK | HOUSTON, TX

Landscape architects Jim Patterson and Cheryl Quinn, now with Kimley-Horn, won a Houston Parks Board competition, to design Bayou Greenways Park – a unique park celebrating bayous and open space in Houston. The simple, powerful site plan utilizes Mexican Sycamore trees along the spiral walkway and a strategic blend of native plants that creates a unique experience with a dramatic overlook view of White Oak Bayou and downtown Houston.



Innovative Solutions – As inherent problem solvers, we are always looking for new, and innovative approaches to solving complex construction issues, to save money, and to expedite schedules.

EXAMPLE

BAYOU GREENWAYS PARK | HOUSTON, TX

Challenges of difficult sites and limited budgets require innovative design solutions. At Bayou Greenways Park, a site filled with concrete rubble posed a challenge for standard boardwalk foundations. Our team devised a unique rock-filled gabion system to support a boardwalk traversing a steep slope.



EXAMPLE

CULLINAN PARK | HOUSTON, TX

At Cullinan Park our nature trail needed to cross a wetland without requiring a US Army Corps of Engineers (USACE) permit which requires signification time. We designed a system using cost-efficient galvanized steel helical anchors to support the walkway structure without costly concrete piers.



PROJECT TEAM COMPOSITION AND KEY PERSONNEL QUALIFICATIONS

PROJECT TEAM COMPOSITION

The following organizational chart identifies the team members who will serve the City for these projects. Backed by our firm's national depth of resources, each of these qualified team members was selected specifically for this project and can execute the scope of work effectively and efficiently. *We have rounded out our team with additional resources, as needed.*

ORGANIZATIONAL CHART



KEY PERSONNEL QUALIFICATIONS



KRISTINA MALEK, PLA
PROJECT MANAGER

Kristina is a professional landscape architect whose focus is landscape and hardscape design on municipal parks, streetscapes, municipal buildings, and aquatics projects. She has worked on a variety of projects, such as park master plans, playgrounds, spraygrounds, public art, median landscaping, sports complexes, and trails. Her passion for creating memorable and timeless public spaces inspire her to pursue complex and large-scale municipal projects of all kinds. Kristina understands the importance of constant communication and maintaining timelines and budgets while keeping the overall vision of the project.

PROFESSIONAL CREDENTIALS

Bachelor of Landscape Architecture, Landscape Architecture, Texas A&M University

Professional Landscape Architect in Texas (No. 2988)

American Society of Landscape Architects, Member

RELEVANT EXPERIENCE

Blue Trails Study – Alvin, TX

Brazos River Park Master Plan and Phase(s) II and III – Sugar Land, TX

Hickory Slough Sportsplex, Phase II – Pearland, TX

City of Houston GSD Basketball Pavilions – Houston, TX

Downtown Revitalization, Phase III – Lake Jackson, TX

San Jacinto Boulevard, Phase(s) I and II – Baytown, TX

The Sports Complex at Shadow Creek Ranch, Phase II – Pearland, TX

Garth Road – Baytown, TX

Corridor Enhancements – Energy Corridor District, TX

Old Town Improvements – Burleson, TX

Hillhouse Service Center – Pearland, TX

American Legion Community Park – Missouri City, TX

West Quail Green Park Improvements – Missouri City, TX

Lynn Brisendine Community Plaza – Brownfield, TX

Sam Forse Collins Park Phase 1A and 1B – Sabine River Authority of Texas

Lake Tawakoni Holiday Recreation Area – Sabine River Authority of Texas

Slator Park – Odessa, TX

Bedford Boys Ranch – Bedford, TX



SHANNON MUNDY, PLA DEPUTY PROJECT MANAGER

Shannon is a professional landscape architect with more than seven years of experience in a multitude of projects including municipal parks, retail, industrial, and multifamily developments. Shannon has an enthusiasm for collaboration, which is reflected in presentations, deliverables, and meetings. She specializes in construction documents and understands the importance of creating a realistic design for the client that is constructable and within budget.

PROFESSIONAL CREDENTIALS

Bachelor of Landscape, Landscape Architecture, University of Georgia

Professional Landscape Architect in Texas (No. 3543)

American Society of Landscape Architects, Member

RELEVANT EXPERIENCE

Alvin Hike and Bike Trail, Phase III – Alvin, TX

Blue Trails Study – Alvin, TX

Conroe Aquatic Center Renovation – Conroe, TX

Seabrook Parks Master Plan – Seabrook, TX

The Sports Complex at Shadow Creek Ranch, Phase II – Pearland, TX

Inclusive Playground at Shadow Creek Ranch – Pearland, TX

Ballfield Turf Retrofit at Shadow Creek Ranch – Pearland, TX

Burleson Dog Park – Burleson, TX

American Legion Park – Missouri City, TX

Quail Green West Park – Missouri City, TX

City Hall Courtyard Schematic Designs – Missouri City, TX

Brazos River Park Phase II – Sugar Land, TX

Briarbend Park – Houston, TX

Tanglewilde Park – Houston, TX

Garth Road – Baytown, TX

Corridor Enhancements – Energy Corridor District, TX

Downtown Revitalization, Phase III – Lake Jackson, TX

Hickory Slough Sportsplex, Phase II – Pearland, TX

Transportation Alternatives Grant Application – Missouri City, TX

Safe Routes to School Grant Application – League City, TX



JIM PATTERSON, PLA, LEED AP **QC/QA MANAGER**

As founder and principal of White Oak Studio, Jim was responsible for the creative and technical quality of the firm's award-winning work for 26 years. He now brings his decades of expertise to the Kimley-Horn Houston landscape team. Jim has worked since 1979 on public and private landscape projects. Jim has unique expertise with native plants and natural landscape systems. He is widely respected as a leading landscape architect in Houston and southeast Texas. He brings personal commitment, integrity, and enthusiasm to every project.

PROFESSIONAL CREDENTIALS

Bachelor of Science, Landscape Architecture, Texas A&M University

Professional Landscape Architect in Texas (No. 779)

LEED Accredited Professional

American Society of Landscape Architects, Member

RELEVANT EXPERIENCE

Downtown Enhancements – Lake Jackson, TX*

Leach Teaching Gardens at Texas A&M University – College Station, TX*

TC Jester Park Playground – Houston, TX

Avondale Promenade Park – Houston, TX*

Woodlands Hills Neighborhood Park – Conroe, TX

Somerset Place Entry and Courtyards Landscape – Houston, TX*

Mexican Consulate Landscape – Houston, TX*

Bayou Greenways Park – Houston, TX*

Hermann Park Main Street Parking Lot Landscape – Houston, TX

Wharton Downtown Master Plan – Wharton, TX

West Alabama Streetscape – Houston, TX

Courthouse Square Streetscape – Center, TX*

Buffalo Speedway Streetscape – Houston, TX*

Sims Bayou Greenway – Houston, TX*

Parks and Open Space Master Plan – West University, TX*

Centennial Gardens – Houston, TX*

**Project completed prior to joining Kimley-Horn*



DAVID DAUGHTRY

BID AND CONSTRUCTION PHASE SERVICES

David has 23 years of experience in landscape architecture, land planning, urban design, park and recreation planning, marketing, graphic design, project management, and commercial sales. During his time at Kimley-Horn, he has been a key player in single family projects by providing construction phase services and design and project management. David started his career working for some of the most globally recognized planning and architectural firms, which allowed him to work on projects at every scale; from regional community and park planning to site specific urban design solutions. Prior to joining Kimley-Horn, David served as the architectural specification sales representative for Keystone Hardscape/Pavestone for the greater Houston area. His experience working with contractors and architects on complex hardscape and retaining wall projects has proven David as a valuable resource in the field. Though new to the Kimley-Horn team, his construction administration experience provides expertise that will be utilized on future projects.

PROFESSIONAL CREDENTIALS

Bachelor of Landscape Architecture, Texas Tech University

American Society of Landscape Architects, Member

RELEVANT EXPERIENCE

Sunterra Development – Katy, TX

Maple Heights Development – Porter, TX

Angel Lagoon – Dayton, TX

Becker Trace – Hockley, TX

Hunter Ranch – Denton, TX

AS-NEEDED RESOURCE QUALIFICATIONS



JENNY LAI, AICP URBAN PLANNING AND COMMUNITY ENGAGEMENT

As an Urban Planner at Kimley-Horn’s Houston office, she primarily works on long-range community planning and transportation studies. She regularly leads public engagement efforts, creates final public facing deliverables, including reports, maps, and databases for long-range planning and transportation studies. Additionally, she has worked on the engineering adjacent aspects of transportation planning, including traffic signal warrants, signal inventory, Traffic Impact Analysis.

Prior to this role, she was a Site Development Planner for City of Houston, and a Zoning Planner for City of St. Paul, Minnesota. Her project experience includes comprehensive planning, ordinance drafting, code enforcement, public engagement, grant writing, planning commission, and site development. She is skilled in ArcGIS Pro and Online, Adobe Suite, and ProjectDox. She is very involved in the Houston Planning community and through her time at City of Houston; she has reviewed over 8,000 site plans and regularly facilitated city residents through various planning permitting and commission processes.

PROFESSIONAL CREDENTIALS

- Bachelor of Urban Studies, University of Minnesota-Twin Cities
- American Institute of Certified Planners License (No. 35540)
- American Planning Association Texas Chapter, Member, 2024 *Emerging Leaders Cohort*
- Young Professionals in Transportation Houston Chapter, Member
- Proficient in Mandarin Chinese

RELEVANT EXPERIENCE

- Alvin Livable Centers Study – Alvin, TX
- Lake Jackson Livable Centers Study Grant Application – Lake Jackson, TX
- Pearland Mobility Study – Pearland, TX
- Chambers County Thoroughfare Plan – Chambers County, TX
- Liberty Hill Plan Review – Liberty Hill, TX
- City of Cibolo Comprehensive Plan – Cibolo, TX
- Crosstimbers Roadway Safety Audit – Houston, TX
- TxDOT Roundabout Study – TxDOT Houston District, TX
- San Antonio District Signal Inventory – San Antonio, TX
- City of Santa Fe Comprehensive Plan – Santa Fe, TX
- City of Pearland Comprehensive Plan – Pearland, TX
- City of Georgetown Future Mobility Plan – Georgetown, TX



MIKE SHELTON, PE, AICP

CIVIL ENGINEERING AND UTILITIES

Mike brings more than 28 years of experience to the table and has a broad depth of experience in municipal engineering, including roadway design, water and wastewater (W/WW) system design, construction management, and master planning. His diverse experience allows him to make sure your projects objectives are met and to provide effective coordination across design disciplines. Under Mike's leadership, Kimley-Horn has completed design and study projects for TxDOT, county governments, and municipalities, resulting in successful infrastructure. Mike has an exemplary track record of successfully providing clear and effective communication, timely decision making, and up-front coordination.

PROFESSIONAL CREDENTIALS

Master of Science, Environmental Science, University of North Texas

Bachelor of Science, Environmental Science, Texas Christian University

Professional Engineer in Texas (No. 95893)

American Institute of Certified Planners, Member

Underground Construction Technology Association, Member, *Past President*

RELEVANT EXPERIENCE

Sidewalk Trail with Illumination and Signage for Disc Golf Course – Alvin, TX

Alvin Livable Centers Study – Alvin, TX

Street Ponding Criteria Analysis and Drainage Ordinance Update – League City, TX

West University Place Wastewater Treatment Plant (WWTP) Expansion – West University Place, TX

Magnolia Creek and Cedar Gully Channel Improvement – League City, TX

Magnolia Creek Channel Design – League City, TX

Clear Creek Tributaries Select Clearing and Desnagging – League City, TX

WP3 0.5 MG Ground Storage Tank (GST) #1 – Richmond, TX

Benbrook Water Authority Water Storage Tank Rehabilitation – Benbrook, TX

1.0 MG Stadium Road Elevated Storage Tank – Lake Worth, TX

Lake Worth Elevated Storage Tank (EST) Demolition – Lake Worth, TX

Trinity Falls 3.0 MG EST – McKinney, TX

Repair and Repainting of the Existing 0.75 MG EST – Everman, TX

Longhorn 1.0 MG GST – Saginaw, TX

1.0 and 1.3 MG GST Rehabilitation and Repainting – White Settlement, TX

Ion Exchange Vessel Rehabilitation – Vernon, TX

Street and Utility Maintenance Program (SUMP) Pavement Evaluations – Gainesville, TX



CLAYTON SCELZI

ATHLETIC FIELD LIGHTING AND ELECTRICAL

Clayton has more than 15 years of experience working on MEP projects. He has worked on a variety of projects, including parks, single family homes, multifamily, high-rise, municipal, mixed-use, and other various project types. Clayton is skilled in leading his MEP team and working directly with staff and clients to meet their needs. His dedication for quality-driven projects helps project teams and promotes success.

PROFESSIONAL CREDENTIALS

Associate of Arts, Engineering, St. Petersburg College

Certificate, Advanced Architectural Drafting, Pinellas Technical Educational Center

RELEVANT EXPERIENCE

Hickory Slough Sportsplex, Phase II – Pearland, TX

Starbase Master Plan – Brownsville, TX

Starbase Pump Design – Brownsville, TX

Jellystone Waco East – Groesbeck, TX

Miami Freedom Park – Miami, FL

Northeast Park – Tallahassee, FL

Winter Park Corners – Winter Park, TX

TD Ballpark, Toronto Blue Jays Spring Training Headquarters – Dunedin, FL

JetBlue Park, Lee County Sports Complex and Hammond Stadium – Fort Myers, FL

PAST PROJECT EXAMPLES DEMONSTRATING EXPERTISE

DOWNTOWN REVITALIZATION

DOWNTOWN REVITALIZATION, PHASE III | LAKE JACKSON, TX



The City of Lake Jackson contracted with Kimley-Horn to provide the engineering and landscape architecture design, public outreach, bidding, and construction phase services for the third phase of their downtown revitalization. Construction documents included the design for That Way, North Parking Place, and Circle Drive. The project was broken into three phases starting with conceptual design and public outreach, then preparation of construction documents, and finally bidding and construction phase services.

With the first phase, our team and the City met with more than 30 property and business owners to discuss the impacts of the construction and document concerns. After the public outreach phase was completed, Kimley-Horn moved forward with the roadway, W/WW, drainage, and landscape design. Phasing of the project and traffic control was a huge component of the project, and local businesses were concerned with how the construction would be handled and how their business would be impacted. Detailed traffic control, pedestrian control, and business access plans were created for each construction phase. Understanding the city's desire to reduce overall maintenance costs - we reduce the amount of planting areas in the parking lot. Focusing planting to the streetscape and screening areas. Additionally, we swapped more maintenance intensive plant materials for hardier ones. We selected these from the previous phase palette in order to keep a cohesive look between them gaining less maintenance costs without losing the aesthetic appeal. Phase 3 was completed in 2024.



MEDIAN LANDSCAPE

SAN JACINTO BOULEVARD IMPROVEMENTS | BAYTOWN, TX



**2019 APWA TEXAS CHAPTER
PROJECT OF THE YEAR**



San Jacinto Boulevard started as a new roadway project to connect I-10 to East Cedar Bayou Lynchburg Road and to relieve congestion along Garth Road. From the start, the City of Baytown saw this project as an opportunity to be much more than solely traffic decongesting and wanted to provide something that embodied the new vision their residents had for the community. Working together with the Parks and Recreation Department, several themes for beautification components came to light—the industrial economy, coastal proximity, and, above all, the historic tie to the Battle of San Jacinto and street namesake. With this direction, the City reached out to renowned sculptor David Adickes to commission a massive 16-foot-tall public art feature of Sam Houston. Kimley-Horn designed a grand platform and oriented the sculpture so that he points toward the famous battle location. Wave wall art features, enhanced landscape, and upgraded concrete crosswalks were designed within the medians and intersections of the roadway to improve aesthetic appeal. The intent of this design with these materials sought to embrace the industrial and coastal nature of the City: Corten steel pickets form an industrial-looking serpentine wave wall that dynamically move with your perspective. Ornamental grasses and rock surround the wall and move with the breeze, emphasizing the coastal breeze. Finally, integrally colored stamped concrete highlights the crosswalks and median noses, alerting vehicular traffic of pedestrians crossing and slowing traffic.

Additionally, with the new roadway alignment, the Parks and Recreation Department saw the opportunity to connect the Goose Creek Trail to the previously disconnected north side of town. The trail system includes a rest stop, a shaded seating area with bike racks, and water fountain. Combined, the public art, trail extension, and aesthetic appeal of the new roadway provides Baytown's citizens with a new recreational and educational amenity in the City that they can be proud of for years to come.

PARKS

TC JESTER PARK PLAYGROUND | HOUSTON, TX



The TC Jester Park Playground serves the near northwest Houston neighborhood of Oak Forest. In 2023, Kimley-Horn landscape architects completed the re-creation of the playground to serve the families of the surrounding community. Located along White Oak Bayou, TC Jester Park is an important part of the Oak Forest neighborhood near northwest Houston. Anchoring the middle of the linear open space is a trailhead with a parking lot, public swimming pool, fitness station, ballfield, and playground.

In 2018, the Houston Parks and Recreation Department and the City of Houston General Services Department (GSD) began a complete replacement of the aging playground. Based on public meeting input from the neighborhood, the barrier-free playground celebrates a woodland and bayou theme, providing play opportunity for children ages 2-12. Innovative contemporary play activities surround a central, decorative, poured-in-place rubber fall surface that accommodates children of all ages, abilities, and mobility. The playground also includes accessible swings, climbing structures, and slides. Accessible engineered wood-fiber extends on either side of the central spine to provide shaded seating and other play opportunities. Texas sandstone boulders surround an engaging interactive water play area with a kid-powered water pump, while newly planted native trees blend with existing live oak and cedar elm trees both within and around the playground. The playground provides an additional activity area in addition to the nearby softball games, family swimming, trail activities, and a dog park.

This project was started by White Oak Studio prior to joining Kimley-Horn in 2022.



Woodlands Hills Park will be a neighborhood destination for young families, seniors and all ages living in this planned community near Conroe, Texas. Diverse neighborhood recreation amenities will be nestled into the piney woods of the sloping parksite. Family and community gatherings will center on an open-air picnic pavilion overlooking a large play area. Slides and climbing boulders utilize a natural slope between the gathering space and playground, with swings separated across a central walk for safety.

Teens and adults will enjoy congregating in a separate area of the park, with Adirondack chairs arranged on a deck in the woods, and hammocks swinging from colorful posts. These areas, separate from the children's playground, will encourage community gathering that accommodates all ages in a beautiful natural setting.

Kimley-Horn landscape architects are prime consultants, leading a team of engineers and irrigation consultants.

AVONDALE PROMENADE PARK | HOUSTON, TX



Avondale Promenade Park is a small inner-city park in the Houston Montrose neighborhood. Created to provide much-needed open space in a dense, busy urban area, this tiny park reflects its location adjoining the historic Avondale neighborhood. The site is arranged to create a sense of spaciousness and engagement with the surroundings. A brick promenade walkway anchors features including a craftsman-style pavilion, shady seating in a gravel-surfaced grove, play for all ages, an enclosed dog run and the Remembrance Garden tribute to slain LGBTQ community activists. The park includes community interpretive features along with custom-designed lights, railings and signage.

Our led community workshops helped to solicit program preferences and feedback on design concepts. Our design team also assisted City staff with submittals to the Texas Parks & Wildlife Department (TPWD), which funded park development.

This project was started by White Oak Studio prior to joining Kimley-Horn in 2022.

MUNICIPAL BUILDINGS

LEACH TEACHING GARDENS AT TAMU | COLLEGE STATION, TX



Within the sprawling modern facilities of TAMU, the Leach Teaching Gardens is a beautiful green oasis, available to students, faculty, staff and the general public. The individual garden names evoke Texas history as well as today's sustainability issues. This is the 7-acre first phase of The Gardens at TAMU, a 27-acre public garden and open space on the West Campus in College Station, Texas.

Opened in 2018, the Teaching Gardens are an important contemporary expression of the University's founding land-grant mission – to bring information to the public, teaching about plants on which we rely: for the air we breathe, food we eat, shelter we require and medicine without which we cannot live – an outdoor classroom for all. Senior landscape architects, now at Kimley-Horn, were lead site consultants, working with Rhotenberry-Wellen Architects, the building architect. The team worked closely with TAMU staff to integrate the unique facility into the surrounding campus and ensure compatibility with TAMU standards, circulation system and future development. Our team is currently working on master planning for Phase II of the gardens.

This project was started by White Oak Studio prior to joining Kimley-Horn in 2022.



REFERENCES FOR WHOM LANDSCAPE PLANNING SERVICES HAVE BEEN PROVIDED

REFERENCE #1



PARKS AND RECREATION

11607 Eagle Dr. | P. O. Box 1048 | Mont Belvieu, Texas 77580 |(281) 576-2213

July 11, 2024

City of Alvin Landscaping Planning / Architecture Services
216 West Sealy Street
Alvin, TX 77511

To Whom It May Concern:

This letter is about the design services of Kimley-Horn. Kristina and the team provided excellent service at our Crumpler Fields Soccer Complex. With the project being for a League organization, they were very patient, as we heard the needs of our community through the Soccer Board. They did a great job of putting these requests on paper and delivered a great finished product. I have worked with Kimley-Horn on multiple projects in my previous City and knew they would continue to do a great job for us here in Mont Belvieu. I would not hesitate to recommend them as an addition to your design team.

Sincerely yours,

Dustin Schubert
Director of Parks & Recreation
City of Mont Belvieu

www.montbelvieu.net

REFERENCE #2



CITY OF HOUSTON
General Services Department

John Whitmire

Mayor

C.J. Messiah, Jr.
Director
General Services Department
P.O. Box 61189
Houston, Texas 77208-1189

T. 832.393.8000
F. 832.393.8020
www.houstontx.gov

July 11, 2024

City of Alvin
216 West Sealy Street
Alvin, Texas 77511
citysecretary@cityofalvin.com

Re: Request for Qualifications (RFQ-24-01) Landscape Planning/Architectural Services

To whom it may concern,

The City of Houston has a Task Order Contract with Kimley-Horn, and they are very responsive to our needs and understand our Parks and Recreation system and standard. They have recently completed a large playground project and a park master plan and are currently working on several park redevelopment plans and pavilion renovations.

They can work with external stakeholders and city staff to ensure the end product meets expectations. They are conscious of both budgets and schedules. We have enjoyed our experience working with Kimley-Horn and know they will be able to meet your city's needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Johnson".

Lisa Johnson, Sr. Division Manager

REFERENCE #3

CARRY CAPERS

Director of Parks and Recreation | City of Pearland

📞 281.412.8906

✉️ ccapers@pearlandtx.gov

OTHER ITEMS KIMLEY-HORN DEEMS NECESSARY

OUR COMMITMENT TO THE CITY OF ALVIN

Kimley-Horn understands how important community engagement is to the success of a project—through previous work with the City on the Houston-Galveston Area Council (H-GAC) Livable Centers Study and Disc Golf Course, and through participation in community events, we have had the opportunity to get to know City staff, the community and key stakeholders. We want you to rest assured knowing that our commitment to continue, and strengthen, our relationships with City of Alvin and its community are steadfast.



QUALITY CONTROL PROCEDURES

At Kimley-Horn, our people are firmly committed to top quality. Kimley-Horn's QC/QA measures are built into our project management processes, and they are part of our firm's culture. Our in-house program, Continuous Quality Improvement (CQI), was implemented in 1993 and is a model for how consulting professionals can find incremental ways to improve. Kimley-Horn insists that each project has a carefully structured scope of services, a corresponding schedule, and an accurately developed budget. We simply do not begin an assignment until these three elements are in place and mutually agreed upon by Kimley-Horn and the client. Our formal QC/QA program is based upon assigning experienced, senior professionals who are otherwise qualified to manage a particular project, to serve in an independent quality control role. For every step of the project, we will continue to implement this program.



DIVERSITY AND INCLUSION AT KIMLEY-HORN

Internally, Kimley-Horn is committed to an environment that is inclusive and where diversity is embraced, valued, and celebrated. We want our employees to feel connected and empowered in their careers and in service to our clients and communities. By recruiting, mentoring, developing, and retaining diverse staff at all levels, we can fuel innovation and provide a higher level of service to our clients. In the historically male architecture, engineering, and construction (AEC) industry, we know how important it is to recruit and support women. That's why Kimley-Horn is committed to providing the environment and resources needed to help our female leaders succeed. We actively seek the best female professionals in the industry during our recruitment process and continue to help our women leaders grow through professional training, annual internal gatherings, women's leadership groups, and professional development opportunities.

Our Lasting Impact for Tomorrow (LIFT) initiative supports women in our firm through networking events, family-focused tools such as backup childcare and maternity transition coaches, and targeted development programs to help our women reach their full potential. As part of the LIFT program, senior women in the firm reach out to women across the firm, sharing their "secrets to success" in audio and video conference discussions.



DBE UTILIZATION

Kimley-Horn is committed to providing meaningful opportunities to engage disadvantaged (DBE), small (SBE), and minority businesses (MBE), women's business enterprises (WBE), and labor surplus area firms for professional services contracts.

Kimley-Horn is not a certified D/S/M/WBE firm, but through corporate policies and philosophy, we actively seek to encourage and promote the use of these firms. Interested disadvantaged firms are encouraged to serve as a subconsultant on our teams and, throughout the year, we are actively seeking to increase and update our large database of qualified D/S/M/WBE firms to use on future projects.

Our aggressive D/S/M/WBE utilization policy helps make sure that Kimley-Horn is furthering the positive economic development momentum for which the City advocates through the use of D/S/M/WBE businesses by its contractors. Our commitment to retaining D/S/M/WBE firms upon award to assist on projects is demonstrated by the amounts Kimley-Horn has paid to these businesses during the past 10 years:



KIMLEY-HORN SURPASSED OUR 2023 ANNUAL GOAL OF \$79,500,000 AND PAID MORE THAN \$93,000,000 IN SUPPORT OF D/S/M/WBE FIRMS FOR GOODS AND SERVICES

YEAR	AMOUNT PAID TO D/S/M/WBE FIRMS	ANNUAL GOAL	NUMBER OF D/S/M/WBE FIRMS
2023	\$12,220,862	\$9,000,000	190
2022	\$15,579,600	\$10,000,000	198
2021	\$16,449,184	\$10,000,000	186
2020	\$22,323,489	12,000,000	176
2019	\$23,531,726	\$14,000,000	165
2018	\$41,548,801	\$17,000,000	364
2017	\$54,558,474	\$18,000,000	553
2016	\$54,676,564	\$33,000,000	608
2015	\$71,128,667	\$57,000,000	716
2014	\$93,968,531	\$79,500,000	769

APPENDIX

TEXAS PUBLIC INFORMATION ACT FORM

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

☒ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Kimley-Horn and Associates, Inc.

Signature:  **Date:** July 16, 2024

Print Name: Nicholas Hoslcher, PE **Print Title:** Vice President
Authorized to Bind the Firm



Proposal Cover Sheet
Due Date: Tuesday, July 16, 2024, by 2:00 p.m.

Edgeland

Name of Firm/Company

Jacob Galles, President of Edgeland

Agent's Name (Please Print) Agent's Title

11 Greenway Plaza, 15th Floor, Houston, Texas 77046

Mailing Address City State Zip

(630) 337-0074

jacob.galles@edgelandgroup.com

Telephone Number

Email Address

A handwritten signature in black ink, appearing to be "J. Galles", is written over the signature line.

July 16th, 2024

Authorized Signature

Date

Proposal Submission Checklist

☒	Proposal Cover Sheet
☒	3 hardcopies of Request
☒	1 electronic copy of Request
☒	Completed Public Information Act Form

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

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Vendor/Proposer Submitting: Jacob Galles, Edgeland

Signature:  **Date:** July 16th, 2024

Print Name: Jacob Galles **Print Title:** President of Edgeland

EDGELAND

ELECTRONIC



EDGELAND LANDSCAPE ARCHITECTURE

LANDSCAPE PLANNING/ ARCHITECTURAL SERVICES

CITY OF ALVIN ■ RFQ-24-01 ■ JULY 16, 2024

EDGELANDGROUP.com



JULY 16TH, 2024

Dixie Roberts, City Secretary
City of Alvin
216 West Sealy Street
Alvin, TX 77531

EDGELAND

RE: LANDSCAPE PLANNING/ARCHITECTURE SERVICES FOR THE CITY OF ALVIN, TEXAS

Dear Selection Committee:

On behalf of the Edgeland team, I would like to thank the City of Alvin for allowing us to submit our qualifications for the opportunity to enhance the city. As an award-winning landscape architecture and planning firm, Edgeland is committed to delivering successful programs and projects that enable our clients to achieve their community and educational objectives. Our aim for any commission entrusted to our firm is to render superior planning and design services that effectively support your needs.

Across the last four decades, we've been right in the heart of Texas communities, working on various projects with municipal entities. These experiences have given us the chance to have real, diverse conversations with people and really understand the opportunities and challenges that enhancing the aesthetic landscaping appeal and the usability of public spaces in the City of Alvin holds. It's not just about projects for us; it's about building relationships. Our approach has led to some great partnerships and projects that truly capture the unique needs and values of each community we've worked with.

In addition to the above, numerous characteristics distinguish Edgeland from competitors:

- **Client-Focused Approach:** Edgeland is highly collaborative, inclusive, and committed.
- **Dynamic Portfolio & Experience:** As a firm, our focus and specialization include Transportation, Parks, Government, Outdoor Learning Environments, and Higher Education projects, ranging in size and scope.
- **Listening to the Community:** Critical to the success of any project is allowing the community to engage with the design process. Our goal is to impart ownership to our community and user groups.
- **Maintenance-First Approach:** Our landscape maintenance specialists work with the county's maintenance teams to educate, collaborate, and ensure a successfully maintainable project.

We work with integrity and make recommendations we believe are in the best interest of our clients and the community, "**Serving with Pride**" in every project we undertake. Thank you for this opportunity. As always, it is an honor to be considered. Our team looks forward to hearing from you. Please do not hesitate to contact us if you need any additional information.

Best regards,



Jacob Galles, ASLA, PLA
President | Principal

(630) 337-0074 | Jacob.Galles@edgelandgroup.com





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Heights Mercantile



EDGELAND



Evelyn's Park



FIRM INTRODUCTION

>> BRIEF HISTORY OF FIRM

Edgeland is a multidisciplinary firm that provides services to clients across Texas and the country. We focus on designing and planning intentional and resilient outdoor spaces that inspire through inquiry and play. The firm retains a diverse skill set and offers a unique take on the design of sustainable and collaborative outdoor spaces, especially projects that enhance the natural beauty of the environment. Our work is fueled by a deep appreciation for nature and the beauty of natural systems. We are also inspired by the complexity of human-made systems and the interactions they influence.

Edgeland operates independently but as a part of a larger family of companies called PBK. This allows Edgeland to use resources & staff not always directly involved on a project. Our projects have become recognized for their strong aesthetics, functionality, and social impact, as well as their emphasis on environmental sustainability. At Edgeland's core is a passion for imaginative, solution-oriented design that adds value to client projects, cities, regions and society at large.

Areas of expertise include:

LANDSCAPE ARCHITECTURE

Landscape architecture at Edgeland involves creating interactive outdoor spaces at a variety of scales—from ecosystem restoration to intimate learning gardens. In depth comprehension of landscape materials coupled with a passion for understanding how spaces are used, ultimately lead to unique award-winning projects.

PLANNING

Edgeland provides land planning and master planning services for larger projects. Our environmental sensitivity and past relationships with developers has led to an approach that is both delicate and resource efficient. Past work includes natural system restoration, communities, workplaces, campuses, civic and commercial district.

URBAN DESIGN

Urban design services at Edgeland consider the infrastructure of a built environment and cohesively bond them with natural and livable systems. Edgeland can successfully bring teams of stakeholders, engineers, and architects to the table to create successful and equitable urban spaces.

EDGE LAND

FIRM NAME

Edgeland dba of PBK Architects, Inc.

LOCAL BUSINESS ADDRESS

11 Greenway Plaza, 15th Floor
Houston, TX 77046
P: 713-460-0988
F: 713-961-4571

CONTACT PERSON

Jacob Galles, ASLA, PLA
President | Principal
630-337-0074
Jacob.Galles@edgelandgroup.com

NUMBER OF OFFICES

9 offices in California
8 offices in Texas
7 offices in Florida
2 offices in Georgia
1 office in Washington

YEAR BUSINESS ESTABLISHED

1981; 42+ years
2021; 3+ years as Edgeland

PERSONNEL

Total Edgeland Employees: 12
Registered Architects: 4
Landscape Designers: 8

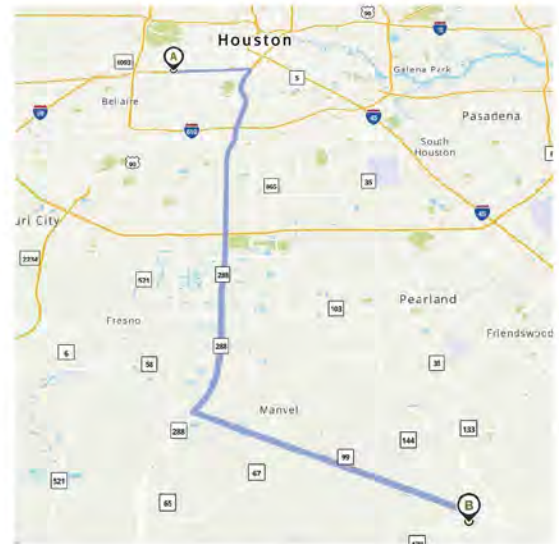
Total PBK Employees

Firm-Wide: 852 +/-

>> LANDSCAPE ARCHITECTS AND NEIGHBORS

At Edgeland, we are not just a premier landscape architecture firm, but also proud neighbors to the City of Alvin. Based in Houston, **just 30 minutes away**, we share a close connection and commitment to our local communities. Our proximity allows us to understand and cater to the unique needs of Alvin, ensuring that our designs are both innovative and deeply rooted in the local context.

The City of Alvin is rich in history and potential, blending big city attractions with a hometown feel. At Edgeland, we embody this ethos. While we operate on a more intimate scale, we leverage the extensive resources of our parent company, PBK. This allows us to provide personalized service and maintain the agility of a small firm, while delivering high-quality, creative, and resilient landscape architecture solutions comparable to those of much larger engineering firms.



>> COMMITTED TO THE CITY OF ALVIN

We believe consistency across all project phases is a vital factor to deliver a successful project that most effectively meets the vision of our clients. Therefore, **the lead staff we have proposed to the City of Alvin are committed for the duration of the project and will maintain a local presence as well.** All programming, planning, and design teams will remain involved during production and construction phases to ensure your original goals and requirements are delivered. Conversely, our production and construction team will be involved from the outset to ensure budgetary and constructibility issues are never overlooked. There is no better method for achieving quality services and a successful project than face-to-face coordination.

Efficiently working with the City of Alvin is essential to Edgeland's project implementation process. We are dedicated to continuous communication between the city, its stakeholders, sub-consultants, and our firm. We are proud of our ability to articulate the relationships between and comparative merits of differing points of view while fostering teamwork and cooperation among project participants. What truly makes us different is that we consistently aim to leave our clients with the feeling they had an enjoyable working experience with us and they were able to build a trusted partnership with our team.



>> ONE STOP SHOP CAPABILITIES

One of the unique advantages of Edgeland is our ability to bring together the best and brightest talents in various fields, such as architectural planning/design, civil/structural/MEP engineering, and sports architecture. Clients can access diverse expertise and perspectives, resulting in innovative and creative design solutions.

By offering a wide range of in-house services, Edgeland can provide clients with a comprehensive and integrated approach to their projects. Clients can benefit from having all the necessary expertise and talent in one place, resulting in a highly coordinated and streamlined workflow. This cohesive integration reduces the complexity and potential miscommunications often associated with working with multiple separate firms.

Additionally, our team's ability to collaborate closely across disciplines enables us to anticipate and address potential challenges early in the design process. This proactive approach not only enhances the quality and efficiency of our projects but also ensures that the final outcomes are well-aligned with our clients' visions and goals.

At Edgeland, we pride ourselves on our commitment to excellence and our ability to deliver projects that meet and exceed our clients' expectations. Whether it's a small community park or a large-scale urban renewal project, our team is dedicated to creating spaces that inspire, engage, and stand the test of time.

>> DALLY + ASSOCIATES

We are proud to partner with Dally + Associates for the City of Alvin. Dally + Associates is a structural and civil engineering firm built on the principles of client service and design quality. Founded in 1993, Dally + Associates leverage their extensive knowledge of structural and civil engineering systems to deliver a superior product. Dally + Associates are licensed in 24 states and are certified by the City of Houston as an MBE and DBE, by the State of Texas as a HUB and by the Port of Houston Authority and Metropolitan Transit Authority as an SBE.

PBK - A FAMILY OF COMPANIES

PBK

LEAF
ENGINEERS

Kubala
ENGINEERS

DIG
ENGINEERS

BEAM
PROFESSIONALS

EDGE LAND
Landscape Architecture Planning Urban Design

PBK
Sports

BlueRing
CREATIVE

ETHER

Dally
+ ASSOCIATES
STRUCTURAL | CIVIL



Designing within Budget

Our monitoring process includes recording and forecasting project costs, comparing those costs against the authorized budget, identifying deviations, and taking appropriate corrective action. We will work with the City of Alvin to establish/finalize/etc. the budget for your project in collaboration with either our own in-house estimators using quotes received from our resources in the construction industry, or by independent cost estimators. We carefully evaluate each potential scope change for impact on cost performance. We keep our clients notified of potential cost increases and cost savings to determine the desired course of action to produce the most cost-effective solutions.



Evelyn's Park







PROPOSED TEAM

EDGE LAND

LIST OF TEAM MEMBERS

Our Edgeland team has been providing landscape architecture, urban design, and planning services to clients for a combined of 42+ years. As part of our service support philosophy, Edgeland structures our teams around the needs of our clients, with the commitment of the firm's leadership, to ensure we can deliver on what we promise. Our team will fully commit the necessary time, manpower and resources to successfully complete the proposed scope of work. Our company currently has sufficient staff and resources to work on any scale of project(s). **With Edgeland, you will get the same local team from beginning to closeout, no hand-offs.** Our reputation for follow through means any post-project issues are resolved – on many occasions, even after the warranty period expires.

For this pursuit, **Jacob Galles, President at Edgeland**, will lead projects from our Houston office as the design team's principal and main point of contact. While the projects for the City of Alvin will be directly handled by the Edgeland team, any of the 850+ PBK planning, design, and engineering professionals can be used for any project shall the need arise.

Edgeland is proud to partner with **Dally + Associates**, a structural and civil engineering firm that is a small business, disadvantaged business, and minority business certified with countless civil projects for municipal clients all over Texas. Together, we combine our expertise and commitment to excellence to deliver outstanding results for the City of Alvin.

The following personnel are proposed to collaborate with the City of Alvin:

- Jacob Galles, ASLA, PLA | Edgeland
- Austin Taphorn, PLA | Edgeland
- Edgar Jaimes, OLE! | Edgeland
- Jordan Huntley | Edgeland
- Fred Dally, PE | Dally + Associates
- Mike Neumann | Dally + Associates
- Jacques Gilbert, PE | Dally + Associates
- Carlos Pacas, EIT | Dally + Associates

"Edgeland provided an amazing vision that went above and beyond our expectations. They delivered a great project on time with a tight budget."

- Mike Doyle



"We believe the key to success for projects of this complexity and unique nature is an integrated design process in which all stakeholders and design team members are involved from the outset."

- Edgeland



PROJECT LEADERSHIP

Jacob Galles, ASLA, PLA
President of Edgeland
Edgeland

LANDSCAPE ARCHITECTURE

Austin Taphorn, PLA
Project Manager
Edgeland

Edgar Jaimes, OLE!
Landscape Designer
Edgeland

Jordan Huntley
Landscape Designer
Edgeland

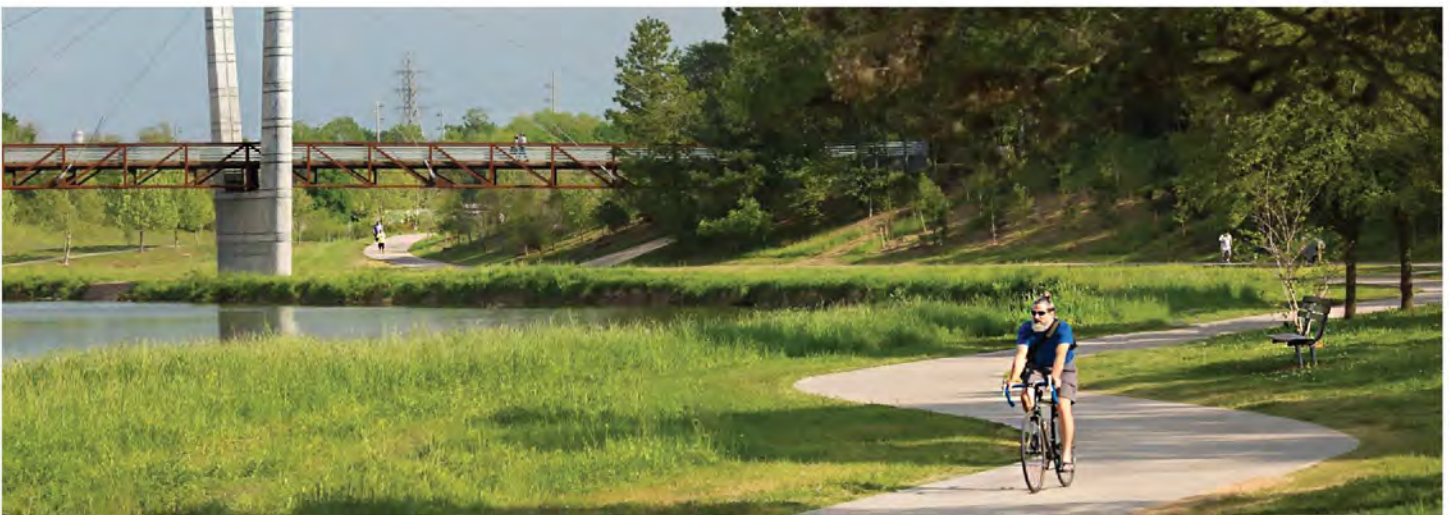
STRUCTURAL/CIVIL

Fred Dally, PE
President & CEO
Dally + Associates

Mike Neumann,
Principal
Dally + Associates

Jacques Gilbert, PE
Senior Project Manager
Dally + Associates

Carlos Pacas
Civil Engineering Manager
Dally + Associates



JACOB GALLES ASLA, PLA

PRESIDENT OF EDGELAND



BIO

Jacob brings more than 15 years of national and international experience in landscape architecture. His career has already led to a variety of award-winning projects in an array of project types. He is passionate about ecological urbanism, habitat preservation and the design of socially inclusive outdoor spaces that encourage complete communities. Jacob's responsibilities include the development and review of production drawings and construction documents. Jacob will review documents during development, make recommendations, and he will ensure compliance with client constructability manual and documentation.

EXPERIENCE

Orange Mall • *Arizona State University-Tempe**
 General Purpose Renovations • *Del Mar College*
 Workforce & Allied Health Building • *Lamar Insitute of Technology*
 New Academic Building • *Lamar State College-Orange*
 Bresnahan Hall • *Massachusetts Maritime Academy**
 Residence Halls • *Ohlone College*
 Central Op. Reliability & Efficiency Facility • *Texas A&M University-Central TX*
 College of Law • *University of Houston**
 College of Nursing • *University of Houston-Sugarland**
 College of Sciences • *University of Houston-Downtown**
 Special Needs Lab • *University of Mary Hardin-Baylor*
 Main Street • *University of Rhode Island**
 Central Pomenade • *University of Rhode Island**
 Finn Hall Outdoor Dining Area • *Houston, TX**
 MKT • *Houston, TX**
 Waterford Downtown Masterplan • *Waterford, WI**
 City Centre III & IV • *Houston, TX**
 Heights Mercantile • *Houston, TX**
 Memorial City Mall • *Houston, TX**
 LaCanterra Town Center • *Katy, TX**
 EADO Hotel • *Houston, TX**
 Market Square Tower • *Houston, TX**
 Pearl Midtown II • *Houston, TX**
 Academy Headquarters • *Katy, TX**
 Chasewood Technology Park • *Houston, TX**
 3201 Allen • *Houston, TX**
 Evelyn's Park (Phase 1 & 2) • *Bellaire, TX**
 Brazos River Park • *Sugar Land, TX**
 Crown Festival Park • *Sugar Land, TX**
 Smart Financial Centre • *Sugar Land, TX**
 Jefferson Early Childhood Center • *Alief ISD*
 Community Center • *Alief Management District*
 Elementary School No. 7 • *Angleton ISD*
 Junior High No. 2 • *Angleton ISD*

**Project completed by Jacob Galles while at Landscape Architect at SWA Group.*

EDUCATION

Purdue University,
 Bachelor of Science, Landscape
 Architecture, Associates in Horticulture

REGISTRATIONS

Registered Landscape Architect
 Texas #3022
 Registered Landscape Architect
 Virginia #36029



AUSTIN TAPHORN PLA

ASSOCIATE PRINCIPAL | PROJECT MANAGER



BIO

Austin brings more than eight years of experience in designing a wide variety of projects across the nation. His oversight and follow through has been crucial in implementing these projects in a thoughtful and innovative way. These projects range from parks, master-planned communities, mixed-use developments, community centers, health and wellness facilities, and multi-family housing. Seeing the impacts of these projects on the surrounding communities keep Austin striving for new and interesting ways to accomplish project goals on the cutting-edge of the industry.

EXPERIENCE

Jefferson Early Childhood Center • *Alief ISD*
 Transportation & Maintenance Facility • *Bryan ISD*
 High School No. 7 • *Conroe ISD*
 Early College High School & P-Tech • *Del Valle ISD*
 Elgin High School Additions & CTE Expansion • *Elgin ISD*
 Cline Elementary School • *Friendswood ISD*
 Friendswood High School Additions & Renovations • *Friendswood ISD*
 High School Additions & Renovations • *Hamshire-Fannett ISD*
 Outdoor Classrooms at Five Campuses • *Humble ISD*
 Humble High School Additions & Renovations • *Humble ISD*
 Kingwood Park High School Additions & Renovations • *Humble ISD*
 Construction & Maintenance Building Additions & Renovations • *Humble ISD*
 Additions & Renovations to Multiple Elementary Schools • *Huntsville ISD*
 Huntsville High School Baseball & Softball Fields • *Huntsville ISD*
 Mance Park Middle School Additions & Renovations • *Huntsville ISD*
 Parnell Elementary School Additions & Renovations • *Jasper ISD*
 Karnes Elementary School • *Karnes City ISD*
 Junior High School No. 18 • *Katy ISD*
 High School No. 10 • *Katy ISD*
 Police Station • *Lamar CISD*
 Gene Thomas High School • *Lamar CISD*
 Master Plan • *Southwestern University*
 Guthrie Center Replacement • *Spring Branch ISD*
 Valley Oaks Elementary School Addition • *Spring Branch ISD*
 STEM Education Center • *Texas A&M University*
 La Marque High School Replacement & Stadium • *Texas City ISD*
 Juergen Road Elementary School • *Tomball ISD*
 Special Needs Lab Building • *University of Mary Hardin-Baylor*

EDUCATION

University of Kentucky,
 Bachelor of Science,
 Landscape Architecture

REGISTRATIONS

Registered Landscape Architect
 Texas: # 3350



EDGAR JAIMES OLE!

LANDSCAPE DESIGNER



BIO

Edgar has accumulated nine years of work in the landscape industry. His knowledge extends into several sectors including residential design-build, master-planned communities, small/large scale commercial, mixed-use developments, and urban living/multi-family residential. With most of these projects located within the Houston metro area, he has also worked throughout most of central Texas up to Dallas. His detailed approach to projects stems from his days in the design-build sector. His design approach is acutely in tune with feasibility, client budget and vast depth of material knowledge.

EXPERIENCE

New Elementary School #7 & Junior High #2 • *Angleton ISD*
 Southwest Elementary School Additions • *Belton ISD*
 Transportation & Maintenance Facility • *Bryan ISD*
 Early College High School & P-Tech • *Del Valle ISD*
 Sienna Campus • *Divine Savior Academy*
 Elgin High School Additions & CTE Expansion • *Elgin ISD*
 Multipurpose Indoor Facility • *Elgin ISD*
 Cline Elementary School • *Friendswood ISD*
 Bales, Westwood, and Windsong Additions & Renovations • *Friendswood ISD*
 New Ball High School & Natatorium • *Galveston ISD*
 OLE! for ABC Word Academy • *Harris County Public Health*
 OLE! for Kollege 4 Kidz • *Harris County Public Health*
 OLE! for Academy of Little Scholars • *Harris County Public Health*
 Mance Park Middle School Additions & Renovations • *Huntsville ISD*
 New Police Station • *Lamar CISD*
 Ella Banks Junior High School • *Lamar CISD*
 Gene Thomas High School • *Lamar CISD*
 Workforce & Allied Health Center • *Lamar Institute of Technology*
 Academic Building • *Lamar State College, Orange*
 OLE! for Del Rosa Elementary School • *San Bernardino CUSD*
 Athletic Training Facility • *Temple ISD*
 STEM Education Center • *Texas A&M University*
 Early College High School P-Tech Phase I • *Weatherford ISD*

EDUCATION

Texas A&M University
 Bachelor of Science
 Landscape Architecture

REGISTRATIONS

OLE! Texas Designer



JORDAN HUNTLEY

LANDSCAPE DESIGNER



BIO

Jordan brings experience from the design-build sector and has completed projects in and around the Houston metro area. His experience ranges from residential design build to small and large-scale commercial designs. Gathering from all these experiences gives him an insight into client relations, budget conscious design and an understanding of plant material. Jordan desires to exceed client's expectations as well as create lasting spaces that will be enjoyed by all visitors.

EXPERIENCE

New Elementary School #7 & Junior High #2 • *Angleton ISD*
 Southwest Elementary School Additions • *Belton ISD*
 Transportation & Maintenance Facility • *Bryan ISD*
 Early College High School & P-Tech • *Del Valle ISD*
 Sienna Campus • *Divine Savior Academy*
 Elgin High School Additions & CTE Expansion • *Elgin ISD*
 Multipurpose Indoor Facility • *Elgin ISD*
 Cline Elementary School • *Friendswood ISD*
 Bales, Westwood, and Windsong Additions & Renovations • *Friendswood ISD*
 New Ball High School & Natatorium • *Galveston ISD*
 OLE! for ABC Word Academy • *Harris County Public Health*
 OLE! for Kollege 4 Kidz • *Harris County Public Health*
 OLE! for Academy of Little Scholars • *Harris County Public Health*
 Mance Park Middle School Additions & Renovations • *Huntsville ISD*
 New Police Station • *Lamar CISD*
 Ella Banks Junior High School • *Lamar CISD*
 Gene Thomas High School • *Lamar CISD*
 Workforce & Allied Health Center • *Lamar Institute of Technology*
 Academic Building • *Lamar State College, Orange*
 OLE! for Del Rosa Elementary School • *San Bernardino CUSD*
 Athletic Training Facility • *Temple ISD*
 STEM Education Center • *Texas A&M University*
 Early College High School P-Tech Phase I • *Weatherford ISD*

EDUCATION

Texas A&M University
 Bachelor of Science
 Landscape Architecture



FRED DALLY, PE
PRESIDENT & CEO



BIO

Fred enjoys the outdoors, and when time permits he enjoys hunting with friends and clients, followed by good conversation over wine, cigars and single malt scotch. He is also an avid sports fan and counts down the days until football season arrives each year. Family and spiritual values are very important in his life, and he often volunteers at his church and in his community.

EXPERIENCE

Centennial Projects • *University of Houston System*
Memorial Groves • *City of Houston*
Harris Health System Vallbona Clinic • *Harris Health System*
Clear Lake Campus Survey • *University of Houston System*
Lick Creek Nature Center • *City of College Station*
Amphitheater • *City of College Station*
Clark Park Pavilion • *Parks & Recreation Department*
Golf Cart Barn • *Parks & Recreation Department*

EDUCATION

Master of Engineering, Civil Engineering,
Georgia Institute of Technology
Bachelor of Science, Civil Engineering,
Georgia Institute of Technology
Bachelor of Science, Physics,
Lebanese American University,



MIKE NEUMANN

PRINCIPAL



BIO

Mike has over 30 years of civil engineering experience where he has been responsible for managing and designing civil engineering and related projects for a wide range of private and public clients. He has been involved in projects from initial research and feasibility studies through preliminary engineering, final design and construction phase services, preparing proposals and construction documents including plans, specifications, quantity takeoffs, cost estimates, project manuals, bid packages and bid tabulations.

EXPERIENCE

Centennial Projects • *University of Houston System*
 Memorial Groves • *City of Houston*
 Material Recycling Facility • *City of Houston*
 Solid Waste Management Department Facility • *City of Houston*
 Harris Health System Vallbona Clinic • *Harris Health System*
 Clear Lake Campus Survey • *University of Houston System*
 Lick Creek Nature Center • *City of College Station*

EDUCATION

Undergraduate Courses,
 Colorado School of Mines
 Undergraduate Courses,
 San Jacinto College



JACQUES GILBERT, ^{PE}

SENIOR PROJECT MANAGER



BIO

Jacques has worked on both large and small-scale projects for clients such as Independent School Districts, University and College Systems, and Government and Civic Districts. He specializes in civil site design and solving the complex geometry of utility systems and drainage requirements.

EXPERIENCE

Braeswood Parking Garage • *Houston Methodist Hospital*
 Kelsey Seybold Call Center - College Station • *Kelsey Seybold Clinic*
 Memorial Groves • *City of Houston*
 Harris Health System Vallbona Clinic • *Harris Health System*
 Clear Lake Campus Survey • *University of Houston System*

EDUCATION

Master of Business Administration,
 Biolo University
 Bachelor of Science, Civil Engineering,
 Southern University



CARLOS PACAS

CIVIL ENGINEER MANAGER



BIO

Carlos brings 6 years of experience to the team and has worked on a multitude of transportation projects with TxDOT, Harris County Toll Road Authority (HCTRA), City of Houston, Harris County, Fort Bend County and Montgomery County. His project portfolio includes several site development projects in Texas and Louisiana, churches, schools, restaurants, car shops/dealerships, fire stations and hotels.

EXPERIENCE

Child Advocates of Fort Bend • *City of Rosenberg*
 ReCenter Houston • *City of Houston*
 Memorial Groves • *City of Houston*
 Centennial Projects • *University of Houston System*
 Harris Health System Vallbona Clinic • *Harris Health System*
 Clear Lake Campus Survey • *University of Houston System*
 Lick Creek Nature Center • *City of College Station*

EDUCATION

Bachelor of Science, Civil Engineering,
 University of Houston





Mason Park



PRIOR EXPERIENCE

>> RELATED EXPERIENCE

Edgeland has never failed to complete a project. The cornerstone of Edgeland's business philosophy can be summed up in two words: **incomparable service**. Every aspect of our firm—from selection of personnel to construction administration services—is strategically aligned to respond to the specific needs of our clients. Regardless of building type and/or geographic location, Edgeland ensures a world-class level of service is delivered to each client consistently throughout each encounter. Our team has been very fortunate to work with a variety of educational clients throughout the country.

>> PARTIAL LIST OF RECENT CLIENTS

Edgeland has completed community parks, urban renewals, and streetscape projects of every size and scope. In doing so, the firm has become acutely knowledgeable of planning and design solutions for practically every type of project scope, including those specific to the vibrant and dynamic City of Alvin. Below is a partial list of recent clients Edgeland has successfully collaborated with.

- **Alvin Independent School District**
- City of Sugarland, Texas
- City of Houston, Texas
- City of Bellaire, Texas
- City of Southaven, Michigan
- Texas Parks & Wildlife - Galveston, Texas
- Chambers County, Texas
- Houston Downtown Management District
- Texas A&M University
- Texas Tech University
- Southwestern University
- Angleton Independent School District
- Spring Branch Independent School District
- Friendswood Independent School District
- Humble Independent School District
- Goosecreek Independent School District
- Katy Independent School District
- Alamo Community College District
- Karnes City Independent School District
- San Antonio Independent School District
- Lamar Institute of Technology

EDGELAND



Our work is fueled by a deep appreciation for nature and for the beauty of natural systems. We are also inspired by the complexity of human-made systems and the interactions they influence.

WE KNOW URBAN DESIGN

42+

YEARS OF
EXPERIENCE

12+

EMPLOYEES WITH PROVEN
SUCCESS





AWARDS & SPECIALIZED EXPERTISE

Our work is fueled by a deep appreciation for nature and for the beauty of natural systems. Our projects have become recognized for their strong aesthetics, functionality, and social impact, as well as their emphasis on environmental sustainability. The City of Alvin boasts a rich and diverse landscape that reflects its vibrant community and natural beauty. With well-maintained parks, such as Briscoe Park, and thoughtfully designed public areas, like the Alvin Art Trail, the City of Alvin provides residents with inviting outdoor environments. These spaces not only enhance the city's aesthetic appeal but also foster community engagement. **At Edgeland, we are excited to contribute to and enhance the already impressive landscape architecture of this dynamic city.**

AWARDS

- Design & Planning Award 2024 CASH
- Texas Society of Architects \ \ Design Award, MKT 2021
- ULI \ \ Development of Distinction \ \ UHD Science and Tech. 2021
- ULI \ \ Development of Distinction \ \ Evelyn's Park 2020
- Texas ASLA \ \ Merit Award, Heights Mercantile 2019
- Houston Business Journal \ \ Landmark Award, Heights Mercantile 2018
- ULI \ \ Development of Distinction \ \ Town Centre One 2017
- Houston Business Journal \ \ Landmark Award, Market Square Tower 2017

SPECIALIZED EXPERTISE

- Civic Facilities
- **City & Town Districts** ●
- Communities
- Corporate & Workplace
- Educational
- Experiential Retail
- Healthcare
- Hospitality & Resorts
- Multi-Family
- Natural Systems
- Outdoor Learning Environments
- Parks & Trails
- Public Realm
- Residential
- Sports
- Urban Renewal



EVELYN'S PARK

EVELYN'S PARK CONSERVANCY

To commemorate their beloved family head, Evelyn, the Rubenstein family has contributed a significant five-acre parcel situated on the bustling Bellaire Boulevard. They have established a trust to financially support a community park, which is largely financed through private contributions but also incorporates public involvement in its design and evolution.

The park is designed to mirror and evolve with the community's cultural essence, fostering seasonal variety, embracing the area's diverse populace, and highlighting the rejuvenating aspect of its surroundings. The landscape is composed of intricately arranged thematic gardens that envelop an event lawn. On the park's west side, a quaint event hall and café define its ambiance. At the park's southeast entry lies Evelyn's Memorial Garden, offering a multisensory homage to the park's namesake with interactive sculptures and playful garden designs.



M-K-T

HOUSTON, TEXAS

M-K-T is the adaptive reuse of five industrial buildings into a dynamic, mixed-use destination along the Heights Hike and Bike trail. The development, originally designed for storage instead of people, is now a vibrant hub of activity, offering endless opportunities for discovery. The primary successful measure for this project is resources. Roof, structure, slab and parking were salvaged and incorporated. This highly transformative space maintains an attainable budget, while creating something entirely fresh. The deep footprint of each building has been strategically sliced open to connect the space and to provide natural light. M-K-T marks a confluence of placemaking woven into a civic amenity. A former eyesore to the neighborhood has been strategically reused as a place intended to live multiple lives, to be touched and used and enjoyed. The project is a true success story for adaptive reuse on a budget.



MASON PARK

CITY OF HOUSTON

Prior to construction of this Brays Bayou feature, road and rail infrastructure had conspired with the waterway to sever connectivity between parks and surrounding neighborhoods. The Mason Park Pedestrian Bridge, part of a larger effort including trails, seating plazas, lighting, and planting, connects the north and south parts of the City of Houston's Mason Park. The bridge provides important pedestrian connectivity between the two park areas, as well as a return crossing for cyclists using the lower Brays Bayou trail system. Essentially, the bridge allows cyclists to ride down one side of the bayou and back up the other.

This signature bridge is a cable-stayed, truss-decked structure designed in three spans to accommodate the width of the bayou. Despite several design and planning constraints, the bridge is integrated seamlessly into existing park features and plantings.



GALVESTON ISLAND STATE PARK

TEXAS PARKS AND WILD LIFE

Renovation work at the Galveston Island State Park included a new headquarters building, two new restrooms, new roads, 95 new campsites, two new changing areas and rinse off showers, 20 new shade shelters, and a seasonal equestrian day-use area. Special attention was taken to account for the existing protective dunes and vegetation that slows tidal swells and protects against the coastal stubborn wind. We used a specialty boardwalk systems to direct guests and lessen the impact of foot traffic. Special attention was also taken for our material selection to mitigate the coastal environment's devastating toll on metals.



HEIGHTS MERCANTILE

RADOM CAPITAL

Heights Mercantile is a mixed-use space centered on a bike trail in the heart of the beloved Houston Heights neighborhood. It transformed vacant office and warehouse sites into a community-anchoring redevelopment featuring 16-first-to-market specialty brands and four chef-driven restaurant concepts. As the development's backbone, adjacent hike and bike trails link to a nearby park and the city's growing trail system. Heights Mercantile combats both auto-centric Houston and the sterile online shopping experience with an immersive environment that encourages activity and human interaction.



ALIEF PARK AND NEIGHBORHOOD CENTER

CITY OF HOUSTON

Reopened to the public in January 2023, the project models a paradigm shift in community services, combining four City departments (Health, Parks, Libraries, and General Services) under one roof—a civic center at the heart of an entirely redeveloped 38-acre urban sports park. The center also features the “biggest front porch in West Texas,” a large, covered porch that serves as a flexible gathering space.

Raised out of the floodplain, the Alief Neighborhood Center and Park also model resilient landscape design after Hurricane Harvey, weaving hardy native planting through a necklace of forested basins that naturally drain the site. Since its reopening, the project has become particularly popular with families, local seniors, and the skating community, who helped design skate park features through multiple workshops with the design team.



JEFFERSON EARLY LEARNING CENTER

ALIEF INDEPENDENT SCHOOL DISTRICT

Alief ISD's Jefferson Early Learning Center campus is organized into two villages providing students with a sense of community and place. Each village is comprised of three neighborhoods: Discovery, Inquiry and Voyage. Each neighborhood is made up of four houses or experiences with a shared collaboration area. Following the theme of connecting children to nature and sense of place, each village has unique outdoor learning environments: a centralized courtyard and two outdoor exploration courtyards. The villages surround a central building spine that shares administrative spaces, instructional support, and shared core enrichment spaces like indoor play, art, and music. Creating outdoor learning environments that reimagine learning. Many students in Alief ISD do not have access to nature or the benefits it provides for both health and academics. An outdoor learning space at Alief ISD's new Early Childhood Center provides students an opportunity to safely enjoy time outside and experience the benefits of learning in nature.



UH CLEAR LAKE CAMPUS

UNIVERSITY OF HOUSTON SYSTEM



The Dally + Associates team worked with Cannon Design to conduct site assessments and create a feasibility report for the 524-acre campus of the University of Houston Clear Lake. Our engineers created detailed reports and verified locations of underground utilities, condition of site flood detention, and verified site drainage. All of the data gathered was put into a report for Cannon and UH to utility for campus improvements.

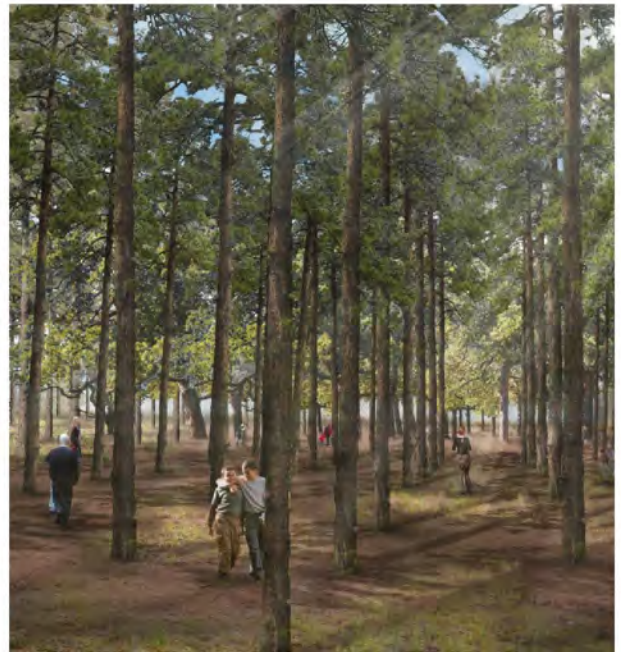


CITY OF HOUSTON MEMORIAL GROVES

CITY OF HOUSTON



Dally + Associates is partnering with NBW Landscape Architects on the 90-acre historic renovation and living memorial to the WWI soldiers of Camp Logan at Houston Memorial Park. Our team will work closely with the city and architect to conduct site surveys, create feasibility studies and reports, and create a design for the new memorial that will incorporate original structures to Camp Logan along with new memorial, lights, signage, and structures.



UH CENTENNIAL PROJECTS

UNIVERSITY OF HOUSTON SYSTEM



Dally + Associates collaborated with OJB Landscape Architects to design iconic new spaces at the University of Houston Main campus. These include updates to University Drive, Centennial Plaza, gateway monuments, lighting, and campus property surveys. The scope includes civil, structural, landscape, fountain design, forestry demolitions, stormwater management, traffic control plan and traffic engineering, lighting design, electrical engineering.



HHS VALBONA CLINIC

HARRIS HEALTH SYSTEM



The project is a study for Harris Health Systems (HHS) of an adjacent property recently acquired that is North of the HHS Vallbona Clinic. Our scope of work is to review existing site conditions and conceptual site plans provided by the architect and provide comments regarding site functionality and compliance with local jurisdictional standards. A narrative will be produced that outlines existing site issues for both properties and provide recommended solutions.



REFERENCES

PROJECT NAME	NAME	PHONE NUMBER	EMAIL ADDRESS
Heights Mercantile	Evan Peterson Radom Capital	(713)783-4444	evan@radomcapital.com
Jefferson Early Learning Center	Glenn Jarrett Director of Construction & Facilities	(281)498-8110	glenn.jarrett@aliefisd.com
Marshall Park	Phil Edward City of Angleton/Angleton ISD	(979)864-8025	phil.edwards@angletonisd.net



EDGE LAND





PROJECT APPROACH & METHODOLOGY

>> PROJECT MANAGEMENT PHILOSOPHY

Edgeland's philosophy is exemplified by our team's desire and commitment to achieve excellence in each element of service. We accomplish project initiatives and goals by consistently listening to all voices during collaboration, and by celebrating their unique voice and values.

We employ a highly collaborative process and maintain constant communication with our clients and all team members. Edgeland knows the success of any project is measured not only by identifying and establishing the City of Alvin's goals and objectives—but it is also by ensuring those goals and objectives are recognized by each team member fully understanding the importance of their role in and contribution to the project's success.

Edgeland believes a partnership on a project enhances creativity, which can result in the creation of something that intuitively reflect the needs and culture of its surrounding community. Edgeland implements a core set of procedures that serve as the foundation for our approach to working with consultants. We believe achieving project goals stem from experience, commitment, team leadership, and cooperation of all team members to work together.

>> COORDINATION & IDENTIFYING IMMEDIATE SOLUTIONS

Edgeland's approach is inclusive and customized to each client. We enjoy an engaging, high-touch approach to ensure a positive experience for our clients while maintaining well-defined and tested analytical methods to support our recommendations. Our proposed team is:

- **Collaborative** - We will be your partner in designing any and all projects that are a seamless extension of their community.
- **Engaging** - We are effective facilitators and will focus on collecting and synthesizing information to structure work sessions and engage project team members in owning the results of the project.
- **Adaptable** - We expect the unexpected and are prepared to adapt accordingly and immediately to any given situation.
- **Rigorous** - We offer a full range of quantitative and qualitative analysis tools, diverse industry experience, and access to critical benchmark and best practice data.

EDGE LAND



We believe the key to success for projects of this complexity and unique nature is an integrated design process in which all stakeholders and design team members are involved from the outset.



>> MANAGING FEE

Another key area that Edgeland effectively manages is the project scope and fees. We closely observe our project execution phase by phase to ensure that we have adequate staff resources throughout the project. The project team and the scope of work are monitored weekly to ensure compliance with the current work plan.

BUDGET COMPLIANCE

Edgeland understands our designs must be cost-effective. Given our record in public work, we take cost issues very seriously and follow specific procedures to ensure your costs are accurately estimated and budgeted. Special attention is given to the client's maintenance teams to ensure proper understanding and maintainability of each of our designs. In addition to our in-house cost and constructability review managers, **the firm works closely with independent cost estimators, construction managers, contractors, and clients to monitor costs in a systematic and continuous manner.** Edgeland's procedures for budgeting, cost planning, cost monitoring, and cost estimating include:

- Evaluation by our in-house constructability expert of documents to assure application of best practices
- Estimating the costs of alternative concepts
- Continuously monitoring agreed-upon budget through computer-assisted project management programs
- Monitoring cost for individual items throughout each phase, using value engineering and life cycle analysis as necessary
- Preparing estimates during each phase. Cost reports are produced at each stage of the design process.
- Cost estimates are prepared at appropriate milestones

VALUE ENGINEERING

Part of Edgeland's cost management process includes a process for Value Engineering (VE). VE is an agreed-upon principle that must be tracked and accessible to the owner, design team, contractor, and all subcontractors. Successful VE requires experience and a fundamental understanding of design methods, material selections, facility management, and construction methodologies and management. VE is not just about reducing costs; it is the process the project team develops design and delivery solutions that provide value-added options for the client.

COST ESTIMATING

The ability to coordinate and control the primary project drivers – budget, schedule, and program – is directly related to the success of the project. We start each project by working with the owner and users to define those project drivers. Our team has an excellent record of estimating project costs. Since the work we do includes a large portfolio of renovations, we have an excellent database that helps us determine the value of the work we design.

Our process includes:

- Use of our database to determine costs of the various elements of the project, including the cost of phasing the project
- Input from an independent cost consultant
- Input from local contractors and material suppliers as a "check and balance" review Identification of all project costs, both hard and soft, and development of a comprehensive project estimate with you
- **Cost estimates are confirmed at each major milestone – SD, DD, CD**
- Management of costs throughout the project, avoiding surprises and unwanted changes late in the project
- Use of Life-Cycle Costing or Total Cost Modeling when appropriate



>> DOCUMENTATION OF DESIGN FOR PRESENTATION

THE DESIGN CHARRETTE - After establishing curriculum and design standards for the project, we schedule a design charrette. The charrette process encourages participation from any and all parties interested in the design of the project. This engaging yet intense two-day series of meetings consists of an "idea and goal setting" session for the design. The ultimate goal of the process is to arrive at a schematic design (SD) that the entire team has developed together with mutual consensus.

SCHEMATIC DESIGN (SD) - A formal presentation is delivered and a professionally published SD book is distributed, capturing the overall "vision" established during the charrette and subsequent SD meetings. The presentation describes building solutions, site plans, computer generated, three-dimensional building renderings, a program summary, schedule, and probable cost statement.

DESIGN DEVELOPMENT (DD) - Through a series of additional design meetings, the approved schematic design is further developed into a design development presentation to the committee. A formal DD presentation is delivered with a professionally published DD Book. In this phase, layouts are finalized, landscape features and elements are clearly described, plant selections and hardscape materials are located, and coordination with other disciplines is outlined.

CONSTRUCTION DOCUMENTS (CD) - Building upon all information generated during the previous phases, Edgeland will prepare a complete and coordinated set of construction documents. The Edgeland team will assign a project job captain to continually provide coordination between all other project team members and Edgeland.



Design Charrette

>> APPROACH TO CONTRACT DOCUMENTS, BIDDING, AND CONSTRUCTION ADMINISTRATION

CONSTRUCTION BID/AWARD PHASE - During the Bidding process, Edgeland assists the clients in submitting advertising, responding to questions from interested contractors, and leading pre-proposal conferences. Edgeland accepts and reviews all contractor reference submissions and helps stream-line bid-day submissions and reviews.

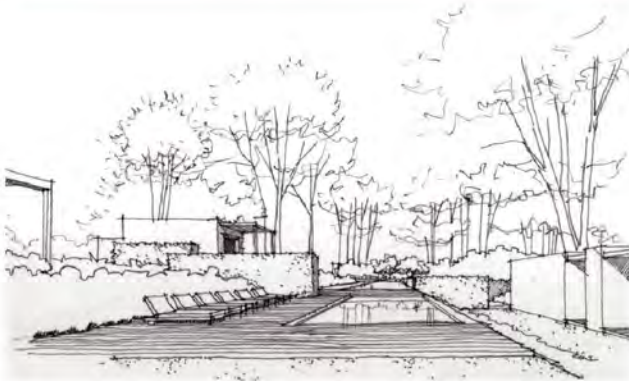
CONSTRUCTION ADMINISTRATION (CA) - Edgeland provides the service of a dedicated, full-time construction services department. These dedicated professionals are responsible for monitoring site activity during the construction phase. They are responsible for ensuring that construction is taking place in strict accordance with the owner's objectives for quality and schedule.

POST CONSTRUCTION/WARRANTY PHASE - After substantial completion, Edgeland stays involved through the warranty reports as needed and follows through to ensure that the warranty items are corrected in a timely manner. Warranty request forms are sent to the contractor and placed on a warranty list. Items will remain on the list until they are resolved and approved by the owner, project manager, and construction administrator.



>> WORK PROCESS & SCHEDULE

OUR PROCESS: THEME + PROGRAM



Concepting

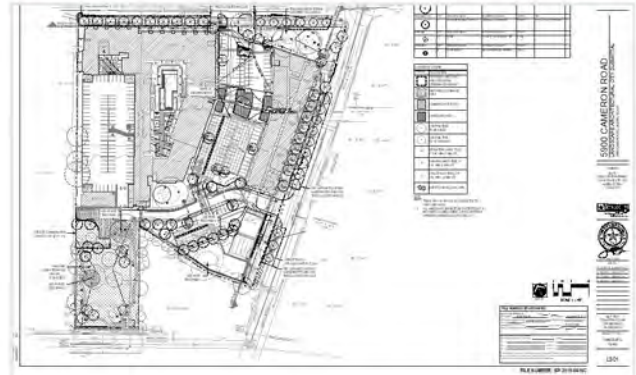
Before any line gets drawn, the most critical step we take as designers is to listen. Our design process is focused on sustained collaboration, interactive exercises and earnest engagement with stakeholders and end users — they are an integral part of both the process and outcomes.



Schematic Design & Design Development

Our process distills design and planning solutions into lucid concepts that empower community members and clients to be fellow designers in realizing their aspirations. We approach each challenge with passion and openness, devoid of preconceived notions, and ensure that all viewpoints are heard and respected as part of an ongoing feedback loop that engenders trust and transparency. We then build on that momentum to identify and translate community values into project-based solutions.

OUR PROCESS: EXECUTION



Construction Documentation

Building on decades of designing and implementing projects our approach incorporates site analysis, identification of client goals and programming requirements, and cons iteration of key issues:

- Appropriateness of materials
- Integration with architectural design
- Adherence to local codes and development
- Engineering opportunities and constraints
- Sensitivity to long term maintenance
- Vehicular and pedestrian circulation
- Safety and security



Construction Administration

Edgeland's field department insures that projects are built to consistently high standards. Besides forming the backbone of the construction observation team, members of the field department are brought on to the team early, often in the schematic design phase. Being part of the evolution of a design concept, they can review design development and construction drawings for constructibility, design flaws and make more effective and knowledgeable decisions in the field while retaining the integrity of the original design intent.

OUR PROCESS: SCHEDULE



With our commitment to excellence and customer satisfaction, Edgeland places the utmost importance on meeting deadlines set by the City of Alvin. Recognizing the significance of timely project delivery, we assure you that all work will be completed within the agreed-upon schedule. Our proactive approach begins with the formation of our dedicated project team. **This team, carefully selected for their expertise, will remain intact, being supplemented and re-tasked as necessary to address the evolving needs of the project.**

To ensure projects remain on schedule, our team will meet every Friday morning to review our active project list to review upcoming deadlines and project progress. If changes occur or unforeseen conditions develop, we try to not compromise schedules that we committed to since time is money.

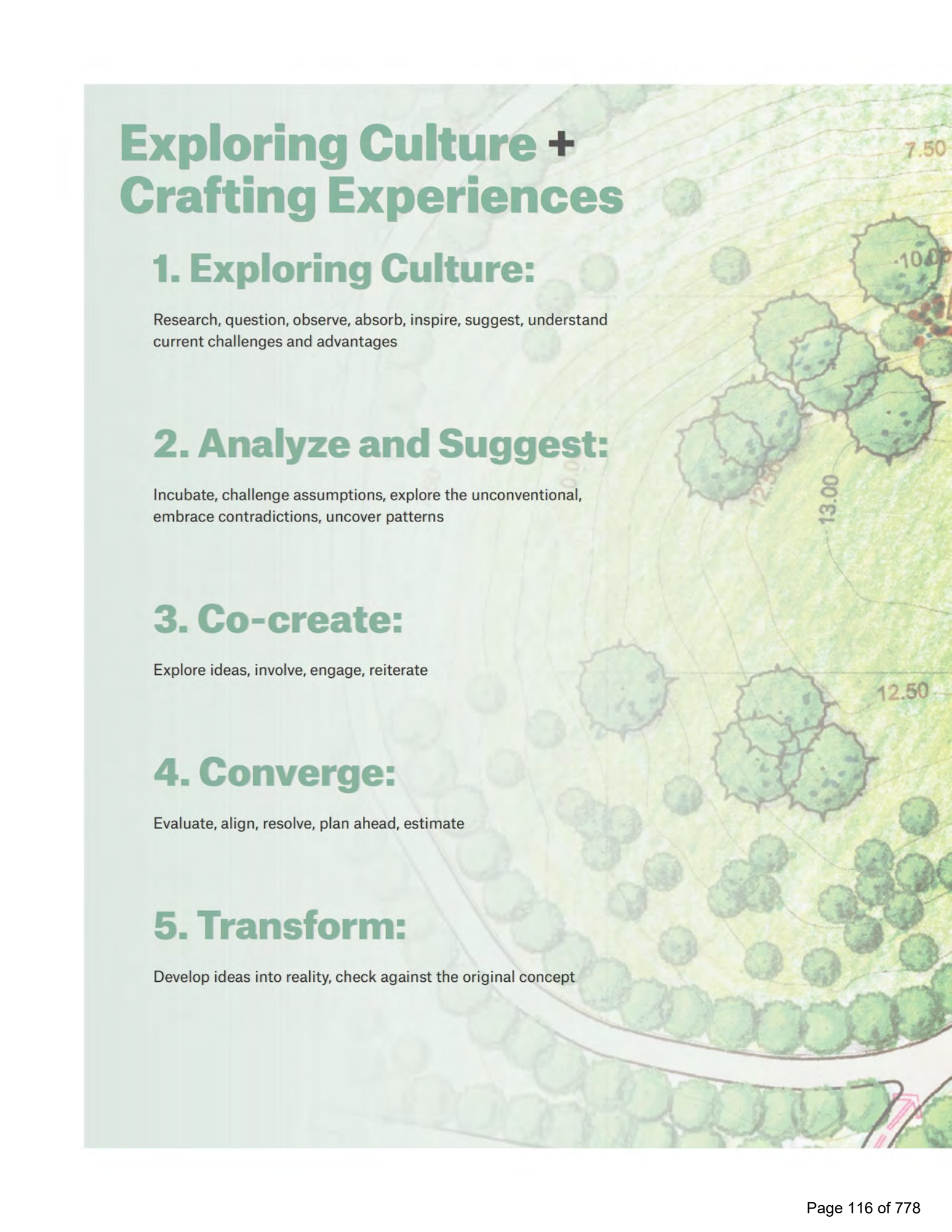
Edgeland's commitment to proactive project management ensures adherence to deadlines and delivery of City of Alvin projects that exceed expectations while staying true to the agreed-upon timeline.

Client-Focused & Proactive Approach

Timely flow of information and timely delivery of review and final documents are of critical importance to meet the schedule, budget, and quality expectations of Edgeland and ultimately the City of Alvin. At Edgeland, our philosophy is that we must always put our own interests behind the goals and operational objectives of the client.



Exploring Culture + Crafting Experiences



1. Exploring Culture:

Research, question, observe, absorb, inspire, suggest, understand current challenges and advantages

2. Analyze and Suggest:

Incubate, challenge assumptions, explore the unconventional, embrace contradictions, uncover patterns

3. Co-create:

Explore ideas, involve, engage, reiterate

4. Converge:

Evaluate, align, resolve, plan ahead, estimate

5. Transform:

Develop ideas into reality, check against the original concept





Bridgeland







EDGELAND

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edgelandgroup.com



This submittal was printed on FSC-certified Process Chlorine-Free paper that contains 80% post consumer recycled fibers and is certified by Green Seal.

PBK - A FAMILY OF COMPANIES

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Architecture • Planning • Urban Design

Kubala
LLP

BlueRing
CREATIVE



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Information Technology

Contact: Nick Newell

Agenda Item: Consider a three (3) year contract with CrowdStrike for Falcon Endpoint Protection services, to be purchased through DataVox utilizing The Interlocal Purchasing System (TIPS), at a total cost not to exceed sixty-four thousand three hundred eighty-five dollars and ninety-eight cents (\$64,385.98) for the entire term; and authorize the City Manager to execute the contract and all related documents upon legal review.

Type of Item: Contract/Agreement

Summary: The proposed contract involves entering into a three-year agreement with CrowdStrike for Falcon Endpoint Protection services, at a total cost of sixty-four thousand three hundred eighty-five dollars and ninety-eight cents (\$64,385.98) for the entire term. This purchase will be made through DataVox utilizing The Interlocal Purchasing System (TIPS) to ensure efficient procurement in compliance with purchasing standards.

CrowdStrike Falcon Endpoint Protection will provide advanced, cloud-based security across all City devices, enhancing defenses against sophisticated cyber threats, ransomware, and zero-day vulnerabilities. Recognized for its robust threat intelligence and real-time monitoring capabilities, CrowdStrike will integrate seamlessly with the City's existing security infrastructure, ensuring proactive threat detection and response.

This investment is a key part of the City's ongoing efforts to improve IT security infrastructure, reducing the risk of potential disruptions and data breaches. Staff recommends approval of this budgeted item, ensuring compliance and safeguarding the City's digital assets.

Funding Expected:	Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	<u>613-2505-00-3290</u>	Amount:	<u>\$64,385.98</u>
		1295	Form Yes ☒ No ☐
		Required?	
Legal Review Required:	N/A ☐ Required ☒	Date Completed:	<u>10/8/2024 SLH</u>
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>CT 10/14/24</u>

Supporting documents attached:

1. CrowdStrike Premium Bundle Contract
-

Recommendation: Move to approve a three (3) year contract with CrowdStrike for Falcon Endpoint Protection services, to be purchased through DataVox utilizing The Interlocal Purchasing System (TIPS), at a total cost not to exceed sixty-four thousand three hundred eighty-five dollars and ninety-eight cents (\$64,385.98); and authorize the City Manager to execute the contract and all related documents

upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X



6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300

www.datavox.net



Quote # DVXQ30343-05

Date Sep 27, 2024

Expiration 30 Days

Prepared for:

City of Alvin

216 W Sealy St
Alvin, TX 77511-2341
USA

Nick Newell

Email nnewell@cityofalvin.com

Phone 281-388-4200

Customer ID #

Project #

Ship to Information:

City of Alvin

216 W Sealy St
Alvin, TX 77511-2341
USA

attn: Nick Newell

DataVox Contact:

Account Manager: Matt Clare

Phone 713-881-7069

Email mattc@datavox.net

Prepared by: Cassie Jones

Phone 713-881-7465

Email CassieJ@Datavox.net

IMPORTANT: PURCHASE ORDER ROUTING INFORMATION

1. You must be a TIPS member to receive the benefits of using the TIPS purchasing contract. To register to become a member go to <https://www.tips-usa.com/texasentities.cfm>
2. Your PO must be payable to DataVox and reference TIPS contract number **230105**
3. You must email your PO and the DataVox quote as a PDF file to **TIPSP0@TIPS-USA.COM**

DO NOT SEND YOUR PO DIRECTLY TO DATAVOX

4. TIPS will process your order within 24 hours. Once approved, the following will happen:
 - 1) An email is sent to you with a link to download an order confirmation letter. This is another form of compliance that TIPS prepares for its members.
 - 2) An email is sent to the DataVox PO contact to download the PO and process the order.

Part #	Description	Service	Qty	Unit Price	Ext. Price
CrowdStrike Falcon Endpoint Protection - Premium Flexible Bundle (3 Months Free - 10/21/2024 - 1/20/2025)					
CS.EPPPRE.SOLN	Falcon Endpoint Protection Premium Flexible Bundle		300	\$0.00	\$0.00
CS.TG.STD	Threat Graph Standard		273	\$0.00	\$0.00
CS.DISC.SOLN	Discover		300	\$0.00	\$0.00
CS.PREVENT.SOLN	Prevent		300	\$0.00	\$0.00
CS.INSIGHT.SOLN	Insight		300	\$0.00	\$0.00
CS.AOW.SVC	Falcon Adversary OverWatch Endpoint		300	\$0.00	\$0.00
CS.TG.STD.HPS	Server Threat Graph Standard		27	\$0.00	\$0.00

Part #	Description	Service	Qty	Unit Price	Ext. Price
RR.PSO.ENT.NCAP	University LMS Subscription New Customer Access Pass		2	\$0.00	\$0.00
RR.HOS.ENT.EXPS	Express Support		1	\$0.00	\$0.00
SubTotal					\$0.00

Crowdstrike Falcon Endpoint Protection - Premium Flexible Bundle (3Y - 1/21/2025 - 1/20/2028))

CS.EPPPRE.SOLN	Falcon Endpoint Protection Premium Flexible Bundle		300	\$112.43	\$33,729.00
CS.TG.STD	Threat Graph Standard		273	\$15.12	\$4,127.76
CS.DISC.SOLN	Discover		300	\$0.00	\$0.00
CS.PREVENT.SOLN	Prevent		300	\$0.00	\$0.00
CS.INSIGHT.SOLN	Insight		300	\$0.00	\$0.00
CS.AOW.SVC	Falcon Adversary OverWatch Endpoint		300	\$72.64	\$21,792.00
CS.TG.STD.HPS	Server Threat Graph Standard		27	\$45.34	\$1,224.18
RR.HOS.ENT.EXPS	Express Support		1	\$3,513.04	\$3,513.04
RR.PSO.ENT.NCAP	University LMS Subscription New Customer Access Pass		2	\$0.00	\$0.00
SubTotal					\$64,385.98

Shipping Charges (per TIPS)*

*N/A - Items are Non-Physical

SubTotal	\$64,385.98
Tax	\$0.00
Total	\$64,385.98

Purchase Options

- ☐ Terms Purchase (purchase amount \$64,385.98)
- ☐ 36 month lease (lease amount \$64,385.98), FMV purchase option, 36 monthly payments of \$2,048.26 (financing options are available with supporting credit)

Purchase Notes

- ⦿ A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable. Software licensing is not returnable.



CrowdStrike Agreement

Contract Term and Termination

The committed term length of this Agreement is **36** months, and the billing terms for this Agreement will be **prepaid**.

Terms and Conditions

In addition to the *DataVox Standard Terms and Conditions* found at <https://www.datavox.net/terms-and-conditions/>, the following applicable CrowdStrike terms and conditions found at <https://www.crowdstrike.com/terms-conditions/> will apply.

Approval Signature

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Contract to be duly executed

DataVox, Inc.	City of Alvin
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services

Agenda Item: Acknowledge receipt of the Quarterly Investment Report as of September 30, 2024.

Type of Item: Action Item

Summary: The City Charter requires the Investment Officer to report on the financial condition of the City each quarter. In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting. The City's investment policy states that the Investment Officer shall generate investment reports at least quarterly for presentation to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending September 30, 2024.

The City's investment portfolio as of September 30, 2024, was \$135,829,865.97. In Summary:

- \$98,884,935.32 in the Investment Pools;
- \$3,000,000 in Fixed Income Securities and CD's;
- \$33,944,930.65 in bank depository accounts.
- Interest earned during the quarter was \$1,438,220.99.
- The City's average yield for the quarter was 4.115% while the City's benchmark rate (i.e. the 90-day T-Bill) was 4.9896% - 5.1222%

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☐ No ☐ N/A ☒
Funding Account:	Amount:	1295 Required?	Form Yes ☐ No ☒
Legal Review Required:	N/A ☒ Required ☐	Date Completed:	<u>10/11/2024 SLH</u>
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>CT 10/14/24</u>

Supporting documents attached:

1. Investment Report 2024-Q4

Recommendation: Move to acknowledge receipt of the Quarterly Investment Report ending September 30, 2024.

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

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

Quarterly Investment Report – City of Alvin Ended September 30, 2024

The City of Alvin has 23 accounts based across five different investment institutions (Wells Fargo, TexSTAR, LOGIC, TEXPOOL, and Texas CLASS). Additionally, the City had investments in two (2) separate CDs and/or investment securities during the quarter. One matured on the last day of the quarter and the other will mature before the end of the calendar year. The cash investments for the City as of September 30, 2024, totaled \$135,829,865.97. This represents an increase of \$548,103.84 compared to the previous quarter's total. Cities typically see a decrease in overall cash during Q4 as property taxes have mostly been paid for the tax year. Projects and seasonal help are winding down but still present expenditures which usually outpace revenues for the quarter. Most City funds (73 percent) are allocated to investment pools which offer better interest yields when compared to other alternatives.

The City uses a benchmark of a 91-day T-Bill to measure the investments of each account. There is a low interest rate and high interest rate used as the target range based on the actual coupon value and discounted coupon value. For the quarter, many of the investment accounts earned more than the higher end of the benchmark range (4.9896% - 5.1222%). Many of the depository accounts do not approach the benchmark. However, the City must use standard banking depositories to pay vendors and transact daily business that investment pools are not designed for, so the lower interest rates cannot be avoided. The investment officers must balance amounts needed for daily operations with amounts that can be transferred to other higher-yield accounts to earn more interest. The benchmark interest rates fell from the previous quarter to the current. The Federal Reserve Board lowered interest rates by 0.50% in September and the T-Bill rates lowered faster than the investment pools the City uses. However, the yield for City investments was lower than the previous quarter and will probably trend downward as the T-Bill rate does to fall closer within the benchmark range.

The Weighted Average Maturity (WAM) for the entire portfolio was 2.119 days at the end of the quarter, which is a decrease from the previous quarter. This value will trend towards one (1) day as the City continues to move away from longer developing maturities of CDs and investment securities. These investments offer little-to-no liquidity and do not offer a substantially higher interest rate to compensate for the committed time of investment. As interest rates decline, the rates offered for CDs and securities does as well. Proper timing can result in a CD locked in for higher yield, but those offering these types of investments adjust for a declining interest market as well, usually with equal or better timing.

The investment staff is monitoring the market and always looking for potential investments that are safe, have a favorable yield, and allow the City to diversify the investment funds. Any investment method the City uses must maintain at least a AAA rating from one rating agency, so the investment staff monitors the current institutions while looking to add other sources. Should any of the institutions fall below that rating level, funds will be reallocated to ensure the safety of the principal.

ACCOUNT NAME	INSTITUTION	FY 24 - Q1	FY 24 - Q2	FY 24 - Q3	FY 24 - Q4	Prev Qtr	Investment
		As of 12-31-23	As of 3-31-24	As of 6-30-24	As of 9-30-24	Change	Avg Rate
Consolidated	Wells Fargo	\$21,820,669.30	\$26,540,492.59	\$20,715,582.13	\$14,670,209.73	(\$6,045,372.40)	0.9485%
Utility Billing	Wells Fargo	\$7,920,522.78	\$9,864,861.36	\$11,976,333.11	\$17,042,755.44	\$5,066,422.33	0.9504%
TIRZ	Wells Fargo	\$1,108,904.19	\$1,111,569.32	\$1,114,271.01	\$1,116,979.28	\$2,708.27	0.9663%
EMS Medicare	Wells Fargo	\$270,065.36	\$440,378.68	\$909,899.31	\$1,114,986.20	\$205,086.89	0.9601%
Consolidated	TexSTAR	\$9,587,473.31	\$8,927,507.08	\$9,046,175.77	\$9,166,346.93	\$120,171.16	5.2603%
2015 CO Bonds	TexSTAR	\$282,163.49	\$589,900.46	\$446,231.39	\$452,159.20	\$5,927.81	5.2603%
2018 Revenue Bonds	TexSTAR	\$86,870.12	\$88,024.61	\$89,194.70	\$90,379.56	\$1,184.86	5.2602%
2019 CO Bonds	TexSTAR	\$939,013.56	\$946,835.77	\$959,421.55	\$972,166.70	\$12,745.15	5.2603%
2019 Revenue Bonds	TexSTAR	\$29,323.27	\$29,712.95	\$30,107.86	\$30,507.77	\$399.91	5.2597%
COVID	TexSTAR	\$19,690.16	\$19,951.87	\$20,217.09	\$20,485.61	\$268.52	5.2594%
2021 Water/Sewer Revenue	TexSTAR	\$4,777,798.11	\$4,801,254.57	\$4,865,075.17	\$4,929,703.77	\$64,628.60	5.2603%
Operating	LOGIC	\$1,129,216.38	\$1,144,737.65	\$1,160,298.95	\$1,175,982.87	\$15,683.92	5.3523%
2022 WS Rev Bonds	LOGIC	\$15,624,925.03	\$15,839,692.16	\$16,055,013.87	\$16,272,030.42	\$217,016.55	5.3523%
Series 2023 WSSR Rev Bonds	LOGIC	\$24,746,926.70	\$25,087,083.49	\$25,428,111.95	\$25,771,825.64	\$343,713.69	5.3523%
General Fund	TEXPOOL	\$1,208,864.01	\$1,224,995.96	\$1,241,297.54	\$1,257,829.48	\$16,531.94	5.2728%
TIRZ - Kendall Lakes	TEXPOOL	\$1,444,459.15	\$1,463,735.09	\$1,483,213.78	\$1,502,967.65	\$19,753.87	5.2730%
General Account	TEXAS CLASS	\$20,333,469.45	\$18,025,247.22	\$17,810,514.25	\$18,053,489.08	\$242,974.83	5.3887%
2020 CO - Fund 319	TEXAS CLASS	\$4,095,776.52	\$4,152,128.44	\$4,208,535.96	\$4,265,949.66	\$57,413.70	5.3887%
2020 W&S - Fund 238	TEXAS CLASS	\$4,841,915.87	\$4,431,286.80	\$4,491,486.76	\$4,552,760.59	\$61,273.83	5.3887%
CRF 2020	TEXAS CLASS	\$3,530.63	\$3,579.14	\$3,627.74	\$3,677.15	\$49.41	5.3800%
ARP 2021	TEXAS CLASS	\$716,152.30	\$722,978.03	\$732,799.79	\$742,796.83	\$9,997.04	5.3887%
2022 W/S Revenue Bonds	TEXAS CLASS	\$10,042,230.01	\$8,654,633.53	\$8,772,208.50	\$8,891,880.80	\$119,672.30	5.3887%
2023 CO	TEXAS CLASS	\$6,248,332.15	\$712,464.97	\$722,143.95	\$731,995.61	\$9,851.66	5.3887%
CD (Mature 11/10/23)	JPMORGAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
CD (Mature 9/30/24)	FANNIE MAE	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$0.00	5.2500%
CD (Mature 11/6/23)	FREDDIE MAC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
CD (Mature 12/16/24)	FREDDIE MAC	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$0.00	5.0000%
CD (Mature 1/26/24)	FARMER MAC	\$700,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Total Cash Investments	\$140,978,291.85	\$137,823,051.74	\$135,281,762.13	\$135,829,865.97	\$548,103.84
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91 Day T-Bill Rate (low)	4.9896%
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91 Day T-Bill Rate (High)	5.1222%
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The investment portfolio of the City of Alvin is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

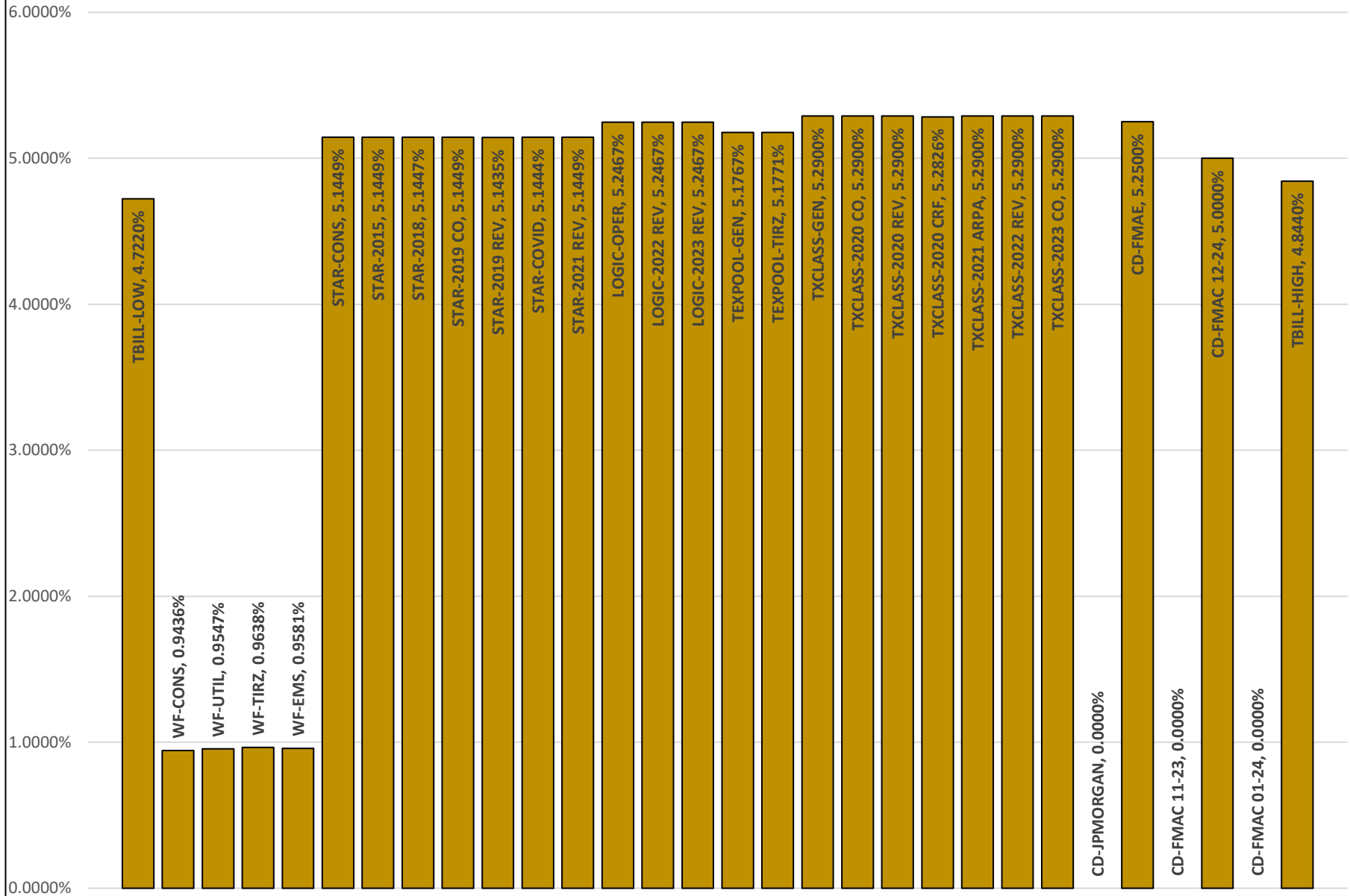
Interest Rate Comparison - July



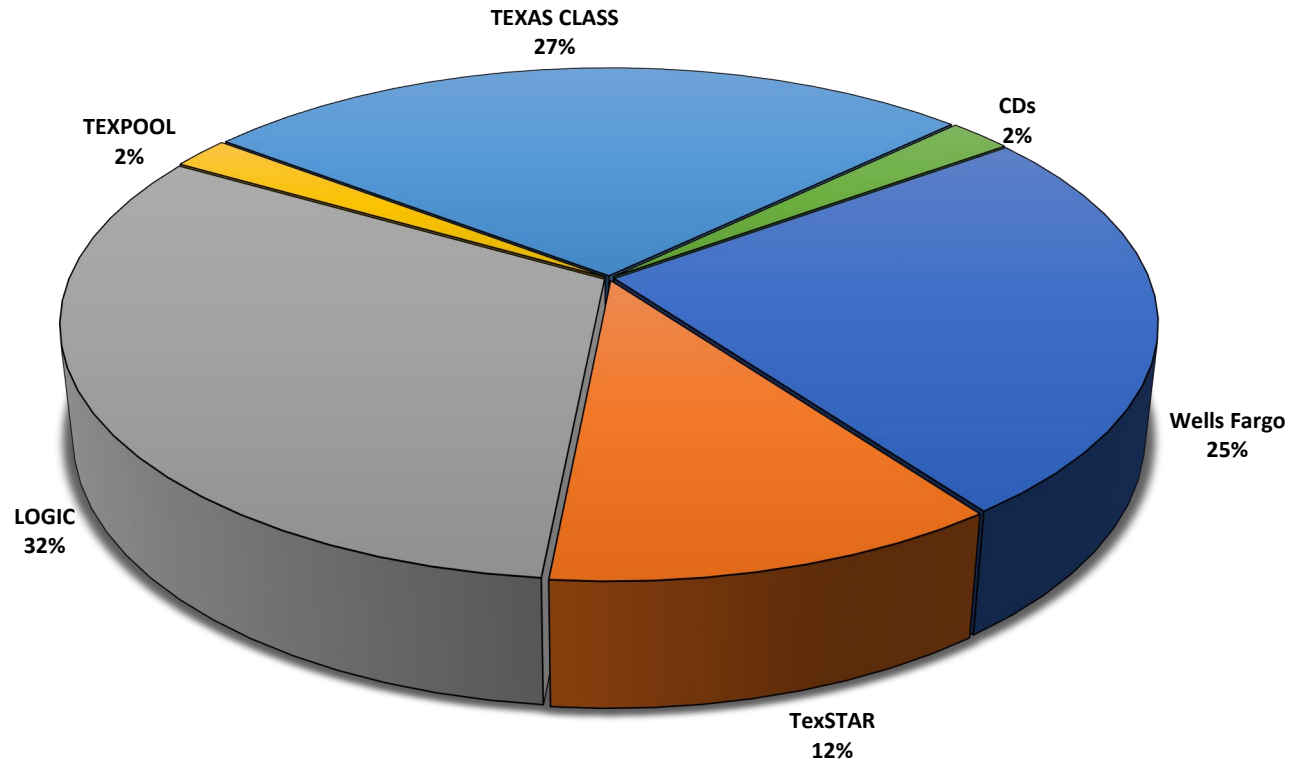
Interest Rate Comparison - August



Interest Rate Comparison - September



Fund Distribution



Christopher Thomas

Christopher Thomas, Investment Officer



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Final review and acceptance of the Alvin Livable Centers Study for Downtown Alvin development.

Type of Item: Action Item

Summary: The City of Alvin applied for and was awarded a grant from the Houston-Galveston Area Council (H-GAC) in September 2021 for a Livable Centers Study of the Downtown Alvin area. The study officially kicked off in August 2023 with Kimley-Horn selected as the consulting team to lead the study. The consulting team, staff members, and representatives from H-GAC worked together to study the designated area for ways the downtown community could be enhanced for pedestrian safety and overall traffic appeal. A final report is now available and attached to this agenda for review and acceptance.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Alvin Livable Centers Study Report - Council Review
 2. ALCS City Council Presentation
-

Recommendation: Move to accept the Alvin Livable Centers Study for Downtown Alvin development.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒



Alvin LIVABLE CENTERS STUDY

OCTOBER 2024

Kimley»Horn



"It's exciting to be part of a community that is taking an aggressive charge in shaping its future growth. We truly appreciate everyone coming together and sharing information and experiences for Alvin's next stage of growth."

**–Paul Chavez, City of Alvin
Economic Development
Director**



Acknowledgments

The project team would like to thank all the City of Alvin staff, Houston-Galveston Area Council (H-GAC), community stakeholders, and residents who have made the Alvin Livable Centers Study possible. The dedication and commitment to improving this historic study area have been instrumental in developing the recommendations and implementation steps.

Houston Galveston Area Council

Jose Cantu, *Senior Planner*
Sarai Osorio, *Principal Planner*
Justin Bower, *Director of Community and
Environmental Planning*

City of Alvin

Paul Chavez, *Economic Development Director*
Michael Medwedeff, *City Engineer*
Josh Dearing, *Economic Development Coordinator*

Stakeholder Group

Brandon Moody, *City of Alvin, Public Services*
Michelle Nesrsta, *City of Alvin - Parks and
Recreation*
Dan Kelinske, *City of Alvin - Parks and Recreation*
Cary Perrin, *Alvin-Manvel Area Chamber of
Commerce*
Alyssa Bullock, *Alvin Community College*
Ashley Davis, *Community Roots Realty*
Mary Smith, *Gander Studio*
Paul Stanton, *Stanton's Shopping Center*
Thomas Kirn, *Texas Department of Transportation*

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+ Grant Funding Matrix page 108





01

Introduction

Project Background

Houston Galveston Area Council (H-GAC)

The Houston Galveston Area Council (H-GAC), established in 1966 is a federally mandated agency that is required by the Federal Transit Administration. H-GAC's serves the 8 counties in southeast Texas, including Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller County.

*"The primary goal of the Houston-Galveston Area Council is to promote regional cooperation and planning in areas such as transportation, air quality, economic development, workforce development, emergency preparedness, and environmental planning. By fostering collaboration among local governments, the H-GAC aims to address regional challenges more effectively and efficiently."*¹

Alvin Livable Centers Study

The Livable Centers Program was established by the Houston-Galveston Area Council (H-GAC), the region's Metropolitan Planning Organization (MPO), in 2008. H-GAC has partnered with various local governing agencies and communities to develop Livable Centers Studies. An overarching goal of these studies is to identify infrastructure and policy changes that would improve communities so people can live, work, and play without relying on a vehicle. In early 2024, H-GAC completed 44 Livable Center studies.

¹<https://www.h-gac.com/Home>



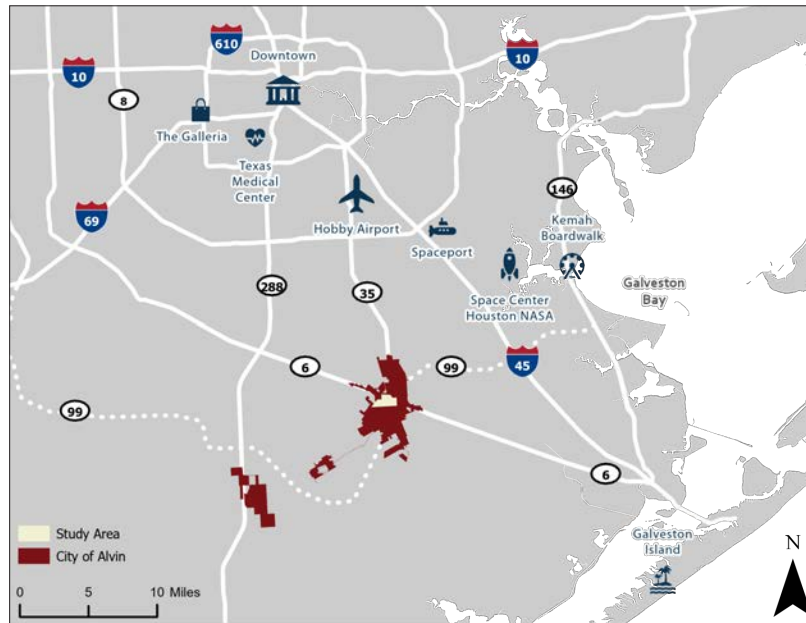
Photo courtesy of H-GAC, project booth at the Alvin Trick or Treat Trail.

City of Alvin Past efforts

Before the Livable Centers Study, Alvin has completed other Planning Studies, including former Comprehensive Plans and updates, and a Park Master Plan. What is unique about this Livable Centers Study is that it takes a focused approach to examining the study area's existing infrastructure. Through the efforts of data collection and analysis, public engagement and working with City staff, recommendations and ultimately a plan for implementation will be produced as a template guide for future decision making.

Why Read This Study

As the City awaits major highway expansion into its city limits, this study's main objective is to examine the existing state of the study area and plan for future growth, while being mindful of safety, improving air quality, and mitigating traffic congestion. The Alvin Livable Centers Study (ALCS) will engage with the constituents to document community and transportation needs, recommend improvements, and help the City proactively guide development that will foster community pride and placemaking. This study will result in actionable and context-sensitive strategies/projects/programs to plan for that growth. In the next sections, data on existing conditions of the City will be examined. Along the way, several call-to-action items will direct the future phases of the study and, ultimately, the final recommendations.



Funding Application

2021

July, 2021 – Alvin applies for H-GAC Livable Centers Study open sponsor call

September, 2021 – Alvin gets selected H-GAC funding for Livable Centers Study

2022

2023

February, 2023 – H-GAC releases Request for Proposal

May, 2023 – H-GAC and City of Alvin select Kimley – Horn as the prime consultant

August, 2023 – Alvin Livable Centers Study kick-off

Project Schedule





➤ Photo courtesy of City of Alvin, City staff wearing the #LoveLocalLoveAlvin t-shirts at City Hall entrance.

The Alvin Livable Centers Study Planning Process

Phase 1

- Initial Data collection
 - Census Bureau
 - TxDOT
 - H-GAC
 - Replica
- Public Engagement for the initial framework
- Developing an understanding of existing conditions

Phase 2

- Developing recommendations based on existing conditions and policies
- 2nd round of public engagement to gather feedback on proposed recommendations
- Developing the Implementation and Funding Plan

The Alvin Livable Centers Study Area

The Alvin Livable Centers Study (ALCS) examines an approximately 1.14 square mile study area within the City of Alvin that includes the following:

- + Historic downtown
- + Four city parks, and two city parks within half mile distance from the study area
- + Study area that borders two public schools
- + Two major regional transportation corridors route through Alvin, State Highway 6 running east-west and State Highway 35 running north-south
- + Several local businesses and community churches

Existing Conditions

To make recommendations that are tailored to the specific needs of this study area and Alvin, in the next sections, we examine where we are as a community. Ultimately, to determine five priority area locations that have a maximum area of approximately six city blocks or a corridor of half-mile in length for study and evaluation. In the existing conditions portion of this study, eight Call to Action Items on the following pages were determined based on findings and will go towards creating recommendations for the five (5) priority areas.



📍 Everlasting Life Christian Ministry Church, photo taken at corner of W. Talmage St and N. 6th St.



📍 Downtown mural taken at corner of W. Sealy St. and N. Hood St. Artist - @MuralsbyWhitney



📍 Alvin Train Depot



📍 Storage Facility photo taken at N. 2nd St. and W. Willis St.



📍 Alvin Depot with fall seasonal decor



📍 Downtown mural taken at corner of W. Sealy St. and N. Hood St. Artist - @MuralsbyWhitney

➤ Guiding Components of the Livable Centers Study

- + To create multi-modal travel choices by facilitating a range of transportation mode opportunities
- + Create resilient quality places
- + Promote equitable and resilient infrastructure
- + Promote economic development and housing diversity

After examining the existing conditions of our community, a list of eight Call to Action Items were determined below. These action items provide a framework for the recommendations from the completion of this study.

Call to Action



Improve **sidewalks** and connectivity within critical intersections of the five priority locations, and the western half of the study area



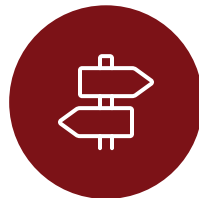
Foster resiliency in flood zones through updating standards to development, encourage **low-impact development**



Set aside funding and schedule implementation of **street lighting**



Continue to promote a **diverse housing** stock and encourage **mixed-use** in existing and vacant parcels



Install safety-related **signage** for heavy crash intersections



Engage the **downtown business** area landowners



Start planning for future connections to **parks and schools**, improving access to the places of interest



Revisit previously adopted **planning documents** and formulate an action plan to follow up on previous efforts



02

First Round of Public Engagement

Why Public Engagement?

During the study, the project team held two in-person engagement opportunities at existing City-wide events. The purpose of the Public Participation Plan is to serve as an outline for engagement, outreach methods, and critical events that will ensure meaningful participation. The project will solicit feedback from a wide variety of stakeholders.

The goal is to ensure that the project team will utilize best practices and creative solutions to obtain participation, with the objective that the feedback obtained reflects constituents that represent the overall study area.

Public Participation Plan will focus on targeting three primary groups:

- + Stakeholders
- + Implementing agencies
- + General public



Members of the Stakeholder Group at the Stakeholder Walk Audit.

Stakeholders Group

Stakeholders represent entities, both public and private organizations, that have a vested interest in the production of this Livable Centers Study. This group was selected by the City of Alvin, with input from H-GAC and the Consultant team. Members include representatives from:

Stakeholders

- + City of Alvin
- + Alvin Independent School District
- + Alvin Community College
- + Alvin – Manvel Area Chamber of Commerce
- + Houston – Galveston Area Council
- + Texas Department of Transportation



MEETING #1

Stakeholder Group Walking Audit

Date: October 23, 2023

Topics: Existing conditions, gaps, local priorities

Implementing Agencies

Elected officials and decision makers are those that represent the cities, counties, and regional municipality governance. The project team met with larger implementing agency, TxDOT to ensure regional coordination.

Prior to the adoption of this Study, a Planning Commission Workshop and a findings presentation was provided to City Council in July, 2024.



PROJECT KICK-OFF

Date: September 21, 2023

Topics: Introduction to the project; existing conditions



Photo courtesy of H-GAC, community members walking through the various booths of the Alvin Trick or Treat Trail.

General Public

The residents' feedback and input in this plan will be imperative, as they are the individuals that are impacted daily by any recommendations. The public will be given opportunities to provide input and feedback through various methods including in-person meetings and online engagement. To ensure that the project team obtains public engagement representative of the study area, both online and in-person engagement will be utilized to reach various constituents.



POP – UP MEETING 1

Trick of Treat Trail

Date: October 31, 2023

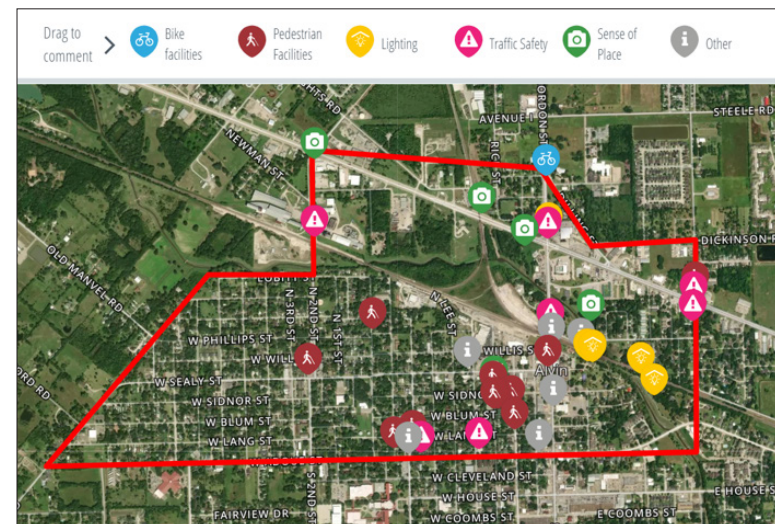
Topics: Introduction to the project; existing conditions



Photo courtesy of H-GAC, consultant staff facilitating Budget Activity at the Alvin Trick or Treat Trail.

In the first round of public engagement, efforts included:

- Stakeholder Walk Audit
- Trick or Treat Trail pop – up event
- Online Engagement
 - **Activities:** Budget Response (332 responses received), Map Comments (41 comments received)



Website version of the map activity, participants can click and drag pins with category types.

➤ Stakeholder Walk Audit

In this walk audit, members of the stakeholder group were able to choose one out of the four routes pre-determined within the 1.12 square miles of the study area.

The four routes:

- Talmadge Park
- Sealy Street
- Alvin High School
- Gordon Street

The four routes were determined based on a combination of existing conditions, including TxDOT crash data, locations of public facilities, and major roadways in the study area. Ultimately, the feedback collected through this walk audit will go into recommendations and improvements for the community and transportation system.



To see the meeting notes from all the stakeholders feedback and post-walk recap, please see Appendix A.

Stakeholders included representatives from the following organizations:

- + Alvin College
- + Alvin-Manvel Area Chamber of Commerce
- + City of Alvin – Parks and Recreation
- + City of Alvin – Public Services
- + Compass Real Estate
- + Gander Studio
- + Stanton's Shopping Center
- + TxDOT



➤ Meeting Discussion for Walk Audit with community Stakeholders



📍 Example of a sidewalk that abruptly ends

Post Walk Audit Discussion

After the Walk Audit, the Stakeholder Group members from all four routes discussed key findings they experienced on their routes. The following list includes the high-level summary of key trends seen.

- + School zones - Roadway & Pedestrian safety, young drivers are the least experienced drivers.
- + 2nd Street sidewalk is only on one side of street and overgrown with weeds (at Willis St)
 - › Lots of walkers in this area; may be helpful to have sidewalks on both sides
 - › Vehicles can often be seen parked on sidewalk, needs enforcement
- + Speed limit signs near the schools and other various high traffic streets
- + 2nd St and Sealy St
 - › Offset intersections
 - › Sealy needs a sidewalk on at least one side of the street (especially where it narrows)
- + Railroad crossings, TxDOT owns either side of Gordon - asphalt
- + General improvements on Adoue St, Cleveland St, 2nd Street
- + Residential streets in the Talmadge route; 2nd street / Phillips (and 9th); whole area needs help



Limited lighting on most of the route, only one or two streets had lights at each intersection



No pedestrian-level lighting, the only lighting seen were street lights. Semi-lit; not well-lit – participants stated that they wouldn't personally walk there at night

➤ Trick or Treat Trail pop – up event

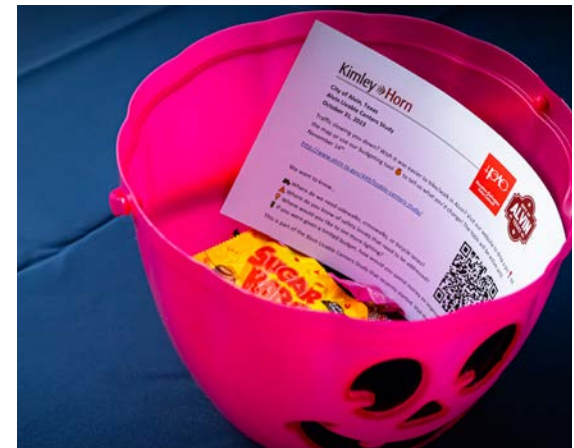
The project team facilitated two following engagement activities at the Trick or Treat community event and online (Oct. 28 – Nov 17, 2023).

Budget Activity

In the in-person and online versions of the engagement activity, participants were asked to spend fictional money on six categories of potential improvements for the city. This activity is intended to see the community's priorities.

Map Feedback

Participants were asked to provide general feedback of existing conditions related to the study area. To encourage dialogue, the online version of the activity broke out feedback into different topics, including pedestrian facilities, lighting, sense of place, traffic safety, bike facilities, and any other general comments



Photos courtesy of H-GAC, taken at Trick or Treat Trail

Trick or Treat Trail *by the numbers*



1,500*
Event Attendees



297
Budget Responses



1
Map Comment



📷 Photos on this page and 17 are courtesy of H-GAC and Kimley-Horn, ALCS project team members at Trick or Treat Trail.



➤ Online Engagement

The online version of the engagement activity, hosted on the Social Pinpoint engagement site, was open to the general public between October 28 to November 17, 2023. Advertising efforts included yard signs in the community along with e-blasts from the project team and City of Alvin Communications team. One minor difference between the in-person version of this event held at Trick or Treat Trail, is that participants were able to toggle the toolbar and assign specific dollar amounts to each category in the website toolbar.

Budget Activity

Participants were provided \$5,000 of fictional money and were asked to allocate it according to their priorities among six categories:

Traffic Safety



- ☛ Includes street lights, stops signs, pedestrian islands, audio-assisted crossings, intersection safety treatments, etc.

Automobile Facilities



- ☛ Includes widening roadways, turn lanes, on-street parking, medians, driveway closures, etc.

Connectivity to schools



- ☛ Includes bikeways, sidewalks, striping of pavement near schools, etc.

Multi-modal Improvements



- ☛ Includes bike lanes, shared-use paths, bike parking, sidewalks, curb ramps, etc.

Connectivity to Downtown



- ☛ Includes bikeways, sidewalks, striping of pavement near downtown, etc.

Economic Development



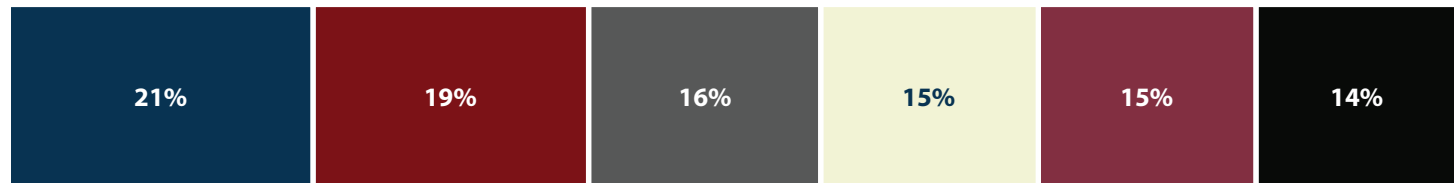
- ☛ Includes recommending improvements that will attract new businesses.

Graphics on this page show the online version of the Budget Activity.

Budget Results



Online (35 participants)



Trick or Treat Trail (297 participants)



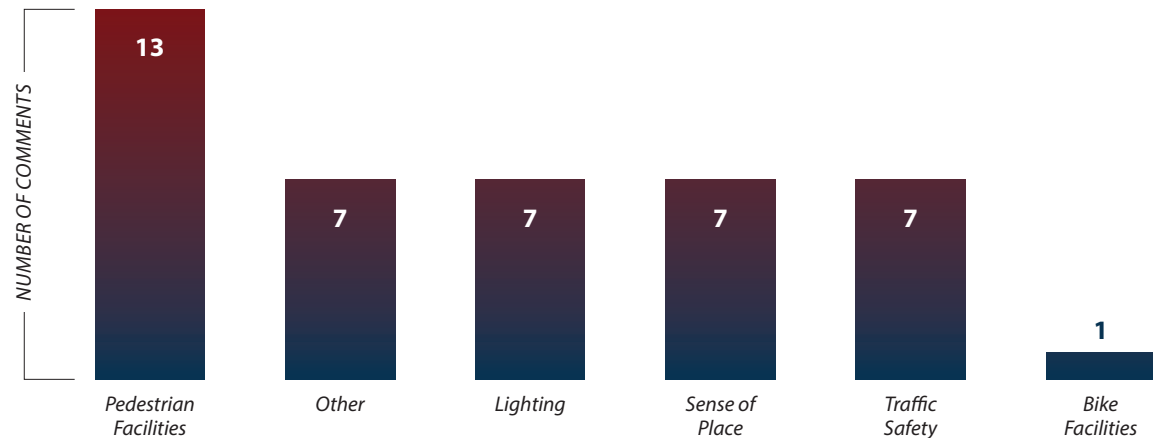
Combined (332 participants)



Map Feedback

Of all the comments received, pedestrian facilities, about sidewalks were the outstanding main comment type. Three out of the six comments designated as the “Other” category were about impediments in pedestrian facilities.

Of the map comments received:



“Economic development focusing on Sealy Street would be nice. 1820 Coffee Shop and Stanton are bigger draws, and it would be nice to see an economic district centered here, in a relatively walkable and accessible area. I would rather see economic development in a central part of town than off Highway 35 for instance. When business locate off highways, they’re rarely accessible to walkers or bicyclists and just incentivize sprawl, which leads to more traffic.”

👍 The two comments shown here received 7(left) and 12(right) number of likes.

“Fix railroad crossing at Gordon St, road big bump”

City staff mentioned that improvements to the railroad crossing at Gordon Street have been installed.

Online Engagement *by the numbers*



259

Event Attendees



348

Website Visits



35

Budget Responses



40

Map Comments

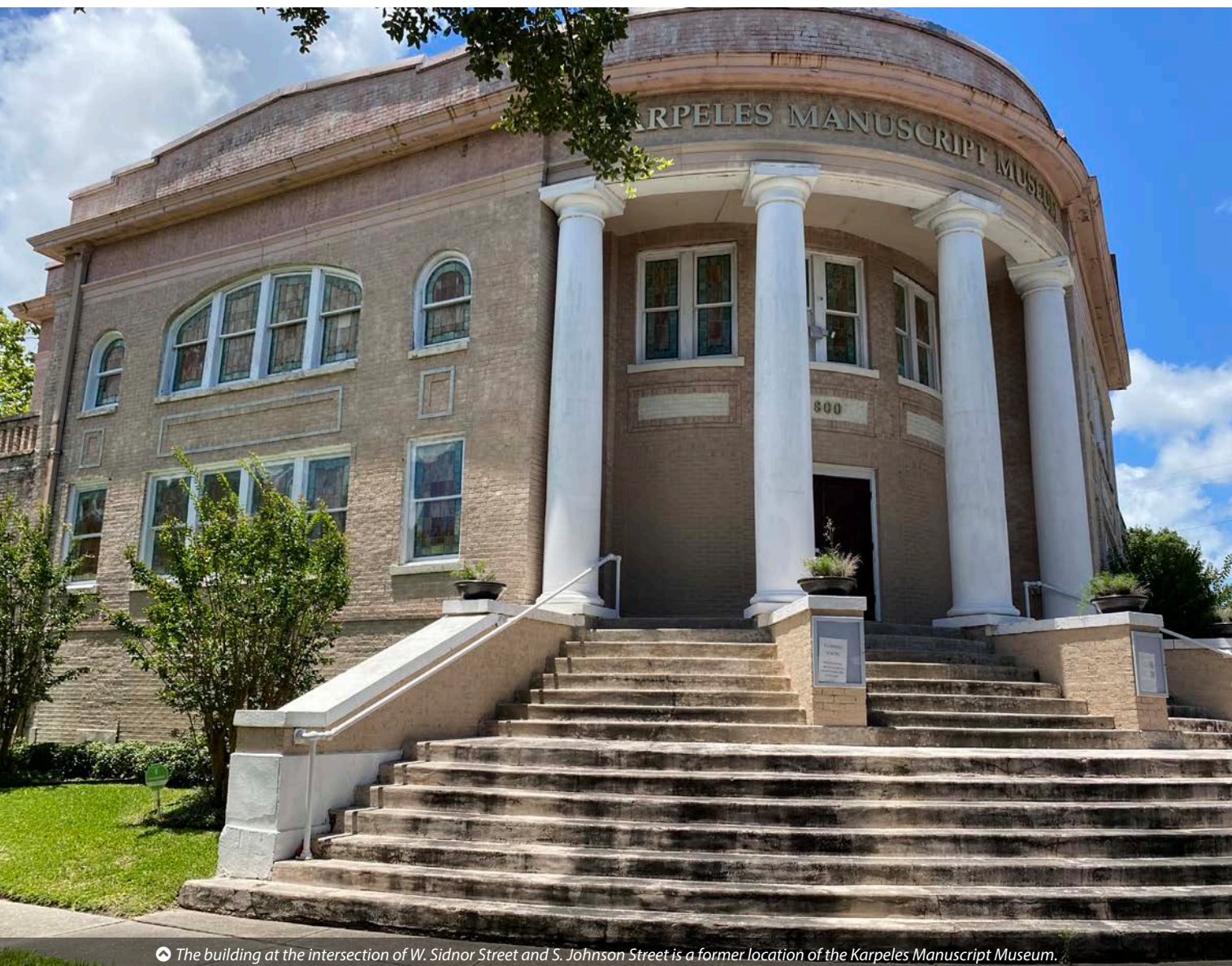


☛ Word cloud in the shape of the study area's boundaries, was created using the feedback from map comments received. The majority of the comments revolved around the existing sidewalk network, connectivity, and pedestrian level lighting.



03

Existing Conditions



📍 The building at the intersection of W. Sidnor Street and S. Johnson Street is a former location of the Karpeles Manuscript Museum.

Existing Conditions

In this section of the report, the project team began the existing conditions analysis process by gathering key data from Census Bureau, H-GAC, TxDOT, and feedback from the first round of public engagement. The Census Bureau data helps to paint a picture of the residents that call Alvin home, whether they have moved in recently or have been here for generations. H-GAC and TxDOT data are used to recognize existing networks of public infrastructure, such as roadways and sidewalks. And finally, the data gathered from public engagement provides a eyes and ears on the ground narrative of the day to day Alvin experience.

Additionally, a list of past planning studies and adopted documents from the City of Alvin were summarized to ensure that recommendations from ALCS is building upon past efforts.

Relevant Plans & Recent Studies

Strategic Plan (2021)

The objective of the plan is to communicate an overarching vision for the City of Alvin. This plan determines future next steps for the City. Strategies incorporate goals from the most updated versions of the City's Comprehensive Plan, Thoroughfare Plan, Utilities Master Plan, and Parks and Recreation Plan.

Quick Facts: This document recommended seeking H-GAC funding.

Adoption Date: April 15, 2021



Call to Action



Revisit previously adopted **planning documents** and formulate an action plan to follow up on previous efforts

The Alvin Comprehensive Plan

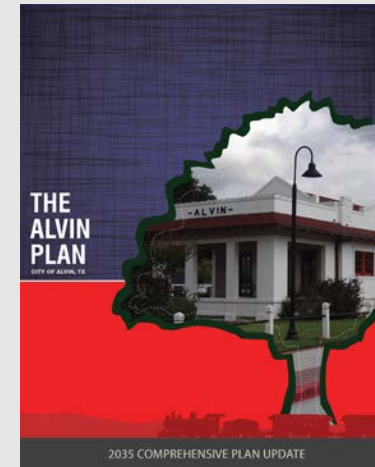
The objective of the plan is to provide direction over a twenty-year planning period in the areas of land use, parks and recreation, and growth policies. This ALCS study will largely build upon the findings and recommendations from the 2005 Comprehensive Plan.

Quick Facts: This plan was intended to be an update to the 2005 Comprehensive Plan

Adoption Date: 2014

Key goals from the Comprehensive Plan that apply to the Alvin Livable Centers Study (ALCS):

- + Achieve a compatible pattern of land use that sustains property values and supports a blend of housing types for all stages of life and income levels
- + Revitalize downtown as a true city center and community gathering place while preserving Alvin's rich history and unique character
- + Improve transportation efficiency and choices including increased opportunities for walking and bicycling
- + Enhance safe and convenient access to parks and recreation facilities for citizens of all ages, to enable healthy and active lifestyles



Additional Studies

The following studies and documents also provide additional frame support to the ALCS recommendations.



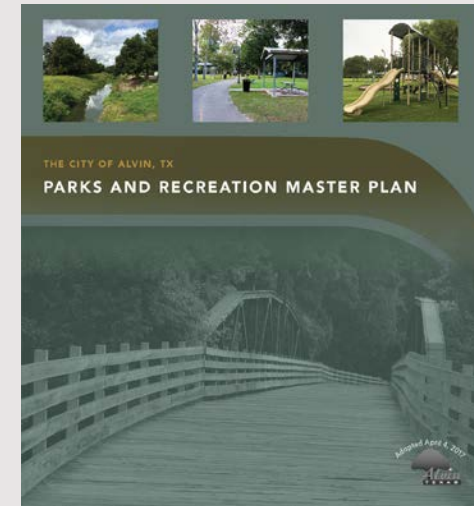
Major Thoroughfare Plan Update

Adopted on March 30, 2016, This plan was intended to be an update to the 2004 Major Thoroughfare Plan.



Amended Major Thoroughfare Plan with Functional Classification

On February 16, 2023, the City of Alvin approved amendments to the previous MTFP update in 2016. In this amendment, there is a minor change to the proposed alignment of a collector street within the ALCS study area.



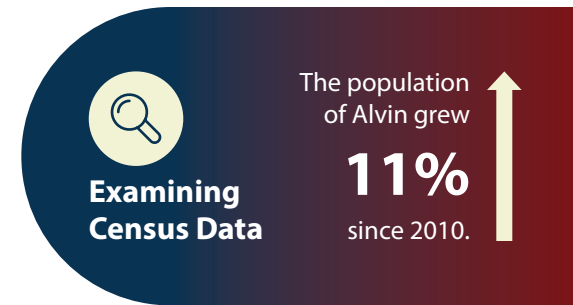
Parks and Recreation Master Plan

Adopted on April 4, 2017, This plan was intended to be an update to the 2006 Parks and Recreation Master Plan, intended to guide the planning efforts for developing a "first class" public parks and recreation system while also directing other public, semi-public, and private contributions to the system through provision of active recreation areas and passive open spaces to meet the requisite needs of current and new development.

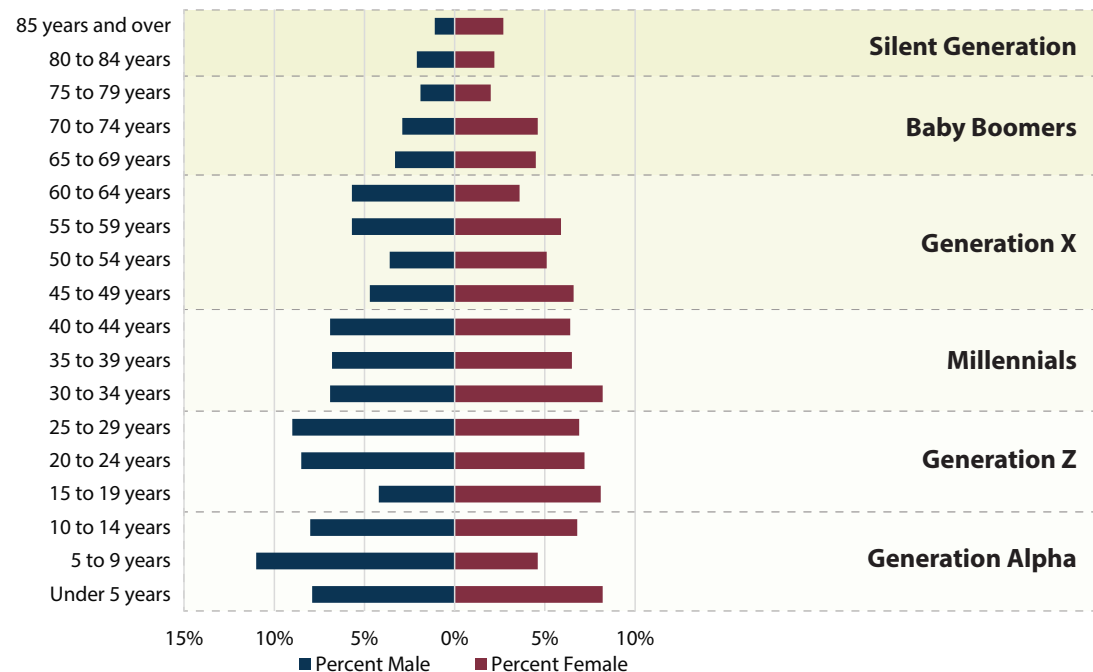
Community Characteristics and Trends

Alvin Snapshot

In the mid-20th century, the City experienced waves of population growth leading up to the current population of 27,325 (2022). The 1.14 square mile ALCS Study's population was 3,181 in 2023. Area In comparison to the greater Brazoria County, and the Houston Metropolitan Statistical Area (MSA), **Alvin is younger and has a larger percentage of residents in the workforce age group (18-64).**

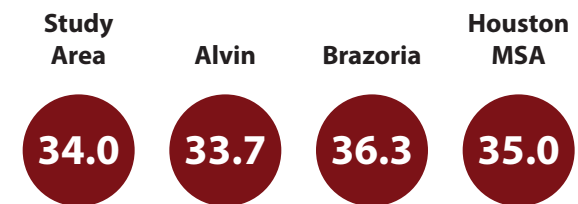


Alvin Residents by Age Group



Source: 2022 Census Bureau's American Community Survey (ACS) 5-Year Estimates
Study Area Data: ESRI Business Analyst forecasts for 2023 and 2028

Median Age



Future Projections

The proportion of residents between 0-19 years of age (toddlers to high school) increased from 22% in 2010 to 30% in 2020.

Based on the Houston-Galveston Area Council (H-GAC) population projections, by 2045, the City's population will be an estimated 34,886. The population change is roughly 1.4% per year. In comparison to other cities under 50,000 in population around the country, .9% is the average rate of growth for cities in similar population benchmarks.

Racial Composition and Ethnicity

The racial makeup of Alvin is relatively diverse and shows similar trends to that of Brazoria County and the greater Houston MSA.

Hispanic Identity

Across all races, 38% of Alvin residents identify as Hispanic or Latino, compared to 31% for Brazoria County, and 37% of the Houston MSA. Within the ALCS Study Area, 43% of residents are of Hispanic origin.

Changing Demographics

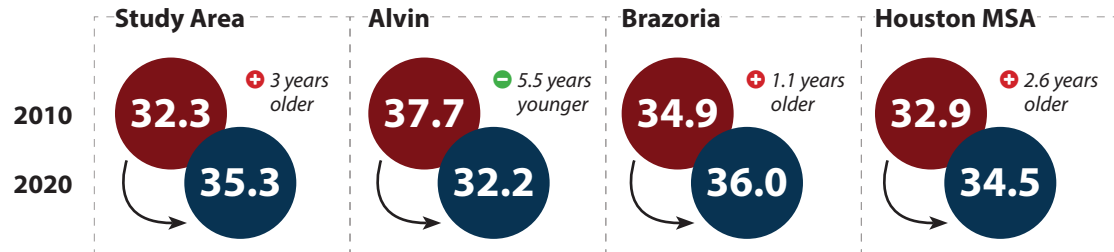
Between 2010 and 2020, the percentage of white residents in Alvin decreased from 79% to 64%. In comparison, residents who identify with two or more races increased from 16% to 30%. **In addition to a shift in racial makeup, the median age of Alvin residents has steadily become younger while surrounding communities are becoming older.**



Examining Census Data

Since 2010, the residents of Alvin have become more racially diverse and younger.

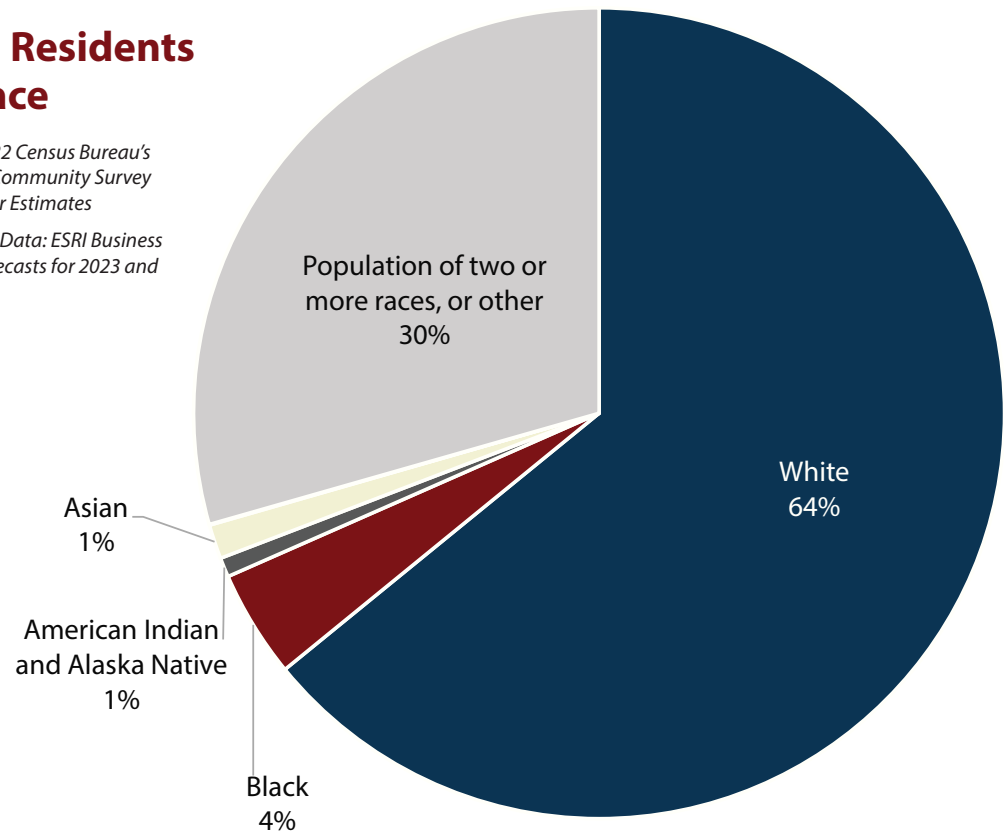
Changes in Median Age



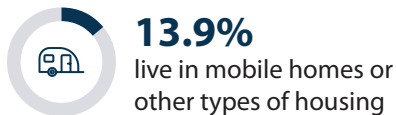
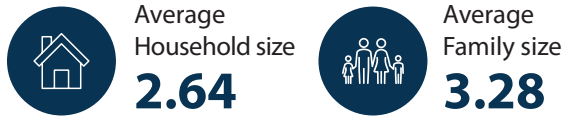
Alvin Residents by Race

Source: 2022 Census Bureau's American Community Survey (ACS) 5-Year Estimates

Study Area Data: ESRI Business Analyst forecasts for 2023 and 2028



Household Data at a Glance



Household size and family size differ by the relationship of the people living in a home. Members of a household are not necessarily related to each other, unlike family size as defined by the Census Bureau data collection.

Call to Action



Continue to promote a **diverse housing** stock and encourage **mixed-use** in existing and vacant parcels



Examining Census Data

In Alvin, 57% percent of residents live in owner-occupied housing. In comparison, only 49% of the residents within the ALCS Study reside in owner-occupied housing.

Housing Options

In Alvin, the most common type of housing structure is a single-family home, typically characterized by one-story bungalow-style buildings situated on individual land parcels. However, more Alvin residents rent their living space, as opposed to owning their homes.

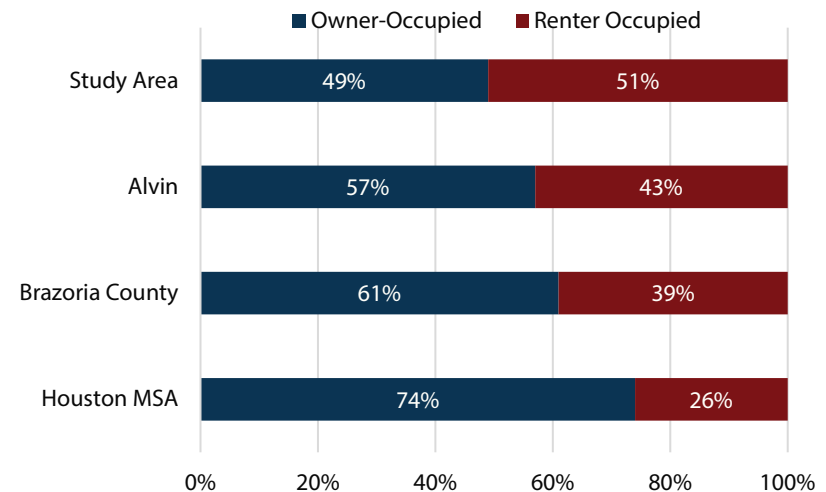
For a rural city under 50,000 in population, Alvin has a diverse housing stock. Over 40% of the residents live in non-single-family dwellings. Having a variety of housing types can provide existing and incoming residents with the agency of choice. Within Alvin, nearly 11% of individuals live below the poverty line.



Housing Status

Source: 2022 Census Bureau's American Community Survey (ACS) 5-Year Estimates

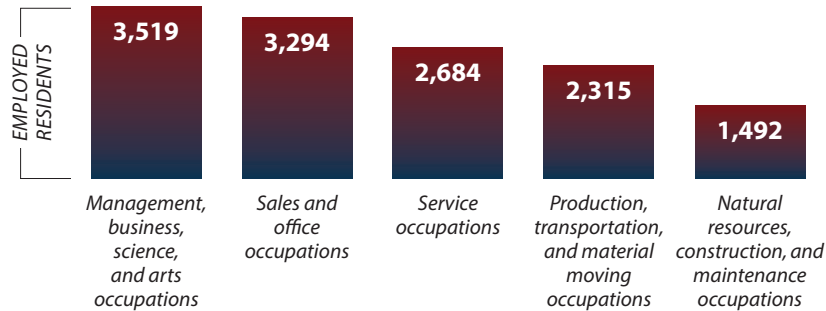
Study Area Data: ESRI Business Analyst forecasts for 2023 and 2028



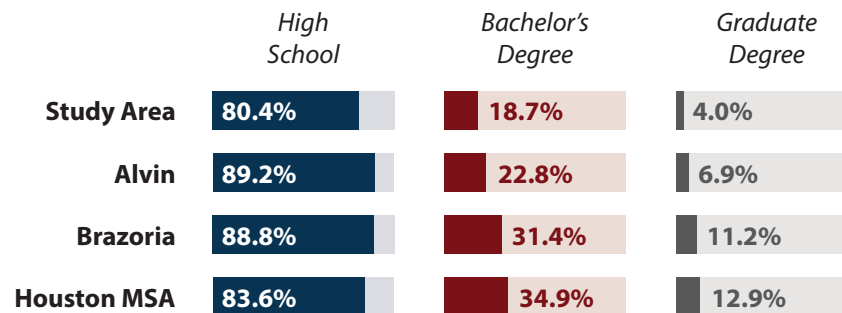
Employment and Income

In Alvin, the population of individuals 16 years and older comprises 20,743 of the total population. Of that subgroup, 13,304 individuals 16 years and older are employed, and the employment industry breakdown is as bar chart shows below. Examining the household income data of the greater Brazoria County and the Houston MSA, Alvin's median household income is lower, and smaller percentages of the residents have Bachelor's (or Graduate) degrees.

Employment Sectors of Alvin Residents



Education Attainment



Source: 2022 Census Bureau's American Community Survey (ACS) 5-Year Estimates
Study Area Data: ESRI Business Analyst forecasts for 2023 and 2028



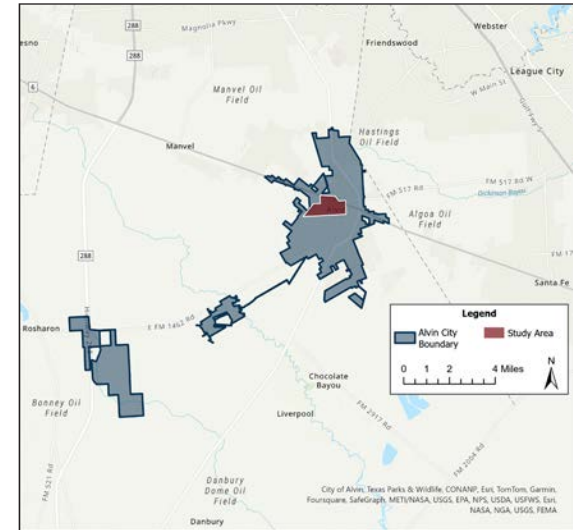
Household Income

Study Area
\$56,168

Alvin
\$68,266

Brazoria
\$91,972

Houston MSA
\$78,061



Commute Patterns

Within the City of Alvin, only 1,076 residents live and work within City Boundaries. What stands out about Alvin is nearly the same amount of residents commute outside for work as the amount of non-Alvin Residents that commute into Alvin for work. Outside of Alvin, the City with the highest concentration of Alvin residents commuting outward is Houston, followed by League City, and Pearland.

Community Features

Parks

There are four (4) parks located within the ALCS study area, and 2 parks immediately outside of the study area.

Call to Action

Start planning for future connections to **parks and schools**, improving access to the places of interest



Talmadge Park

Located along Talmadge Street, and W. 6th Street. This City owned and managed 1.7-acre park is located at Talmadge and Sixth Streets. This park has playground equipment, a baseball athletic field with a backstop, and parking. There is a small head-on parking lot with 13 spaces along 6th street. During the Walk Audit, Talmadge Park was part of Route 1's trek, it was observed that there are no sidewalks leading directly up to the park from all four directions, additionally, there is a dip for drainage upon entering the park on all four borders.



Talmadge Park, photo courtesy of City of Alvin.

Sealy Park

Located along W. Sealy Street between the neighboring Parkview Street and S. Durant Street. This City-owned and managed 1.7 acre is located at 206 South Durant Street. This park is shaded with beautiful trees, playground equipment, swings, picnic tables, a basketball court and a drinking fountain. There is no designated parking along the park, but there are sidewalks leading up to the park south of the park, along 6th Street and the border along S. Durant Street. There is grass drainage along the Parkview Street Side.



Sealy Park's Playground, photo courtesy of City of Alvin.

Call to Action

Start planning for future connections to **parks and schools**, improving access to the places of interest



National Oak Park

This City-owned and managed 8-acre park is located at 118 S Magnolia and is home to the Alvin Skate Park, Rotary Pavilion (40' x 80'), National Oak Tree, the origination of the Hike and Bike Trail, 7 other covered pavilions with picnic tables, swing set, two drinking fountains, playground, and convenient parking.

This park is conveniently located off the Mustang Bayou and is by far the most accessible park in Alvin by car, foot, and bike. This park is also located next to adjacent places of interest such as the Alvin Library, the Alvin Skatepark, and the Tom Blakeney Jr. Hike & Bike Trail. Additionally, this park is located next to a variety of commercial businesses, including the Alvin Depot, a historic museum. This park is located close to major thoroughfare N. Gordon Street/I-35 and is often the first look at Alvin when visitors drive in from the north.

The National Oak Park is the location of several annual events in the community, such as the Trick or Treat Trail (The City's annual Halloween event), and the Spring Music Festival (Put on by the Rotary Club).



Photos taken by H-GAC from the 2023 Trick or Treat Trail, the annual City of Alvin Halloween event held at the National Oak Park

Adame Park

This City owned and managed 1.7 acre park is located at 801 Shaw Street off Highway 6. This park includes swings, playground equipment, parking, pavilion, picnic tables, drinking fountain, walking trail, basketball court, and baseball athletic field with a backstop. There is a trail along the entire perimeter of the park, however, there is no sidewalk leading up to the trail. Another barrier to entry is the fact that there are ditches before the trail, so pedestrians will have to walk through the grassy ditch to access the park, there are no designated bike lanes leading up to the park and there is a small parking lot along Slaw Street, the striping on this parking lot is significantly faded and hard to interpret where to individual spots begin and end. This park is difficult to access by pedestrians coming from the south of Highway 6, as there are no sidewalks in the immediate area.



Adame Park's promenade and playground, photos courtesy of City of Alvin.

Park Awareness

During the walk audit recapping session, it was made aware that besides the National Oak Park and Sealy Park, both Adame Park and Sealy Park are largely unknown by a lot of the residents. In fact, one stakeholder mentioned that she and her family have lived in Alvin for over a decade, she was not aware the Talmadge Park existed as she have not had a reason to visit that side of the City. Similar feedback was heard regarding Adame Park.

Feedback from our community stakeholders:

- + Talmadge Park and Adame Park can be publicized and utilized for future City-wide events

Community Features

Schools

The study area's boundaries along West Adoue Street border the two following schools.



Analyzing Schools

Approximately 7% of the Alvin ISD qualify for cost-reduced meals and 58% of the students qualify for free meals.

Call to Action

Start planning for future connections to **parks and schools**, improving access to the places of interest



Melba Passmore Elementary School

This Kindergarten through 5th-grade school had 594 students enrolled in the 2021 to 2022 school year. There are sidewalks along the school's boundary on W. Adoue Street and Kost Road. Along Adoue Street, the sidewalk is only on one side, on the other side, connecting to 8th Street, the sidewalk ends at the first block of the road to the right and left. Leading up to both entrances of the school, there are striped designated bike lanes. The striping conditions of the pedestrian crossings and bike lanes had experienced significant wear, and many sections of striping were difficult to see.



➤ Melba Passmore Elementary School, photos courtesy of Alvin ISD.

Alvin High School

There were 2,821 students at Alvin High School in the 2021-2022 school year. There are sidewalks along the school's boundaries along W. Cleveland Street and S. Johnson Street. There are bike lanes leading to the school along both streets. The striping along W. Cleveland Street is in poor condition and is difficult to see in daylight. The high school also borders the Alvin Memorial Stadium which is the arena most athletic events are held. The main entrances to the stadium are along Stadium Drive and College Drive.



➤ Alvin High School, photos courtesy of Alvin ISD.

Community Features

Land Use

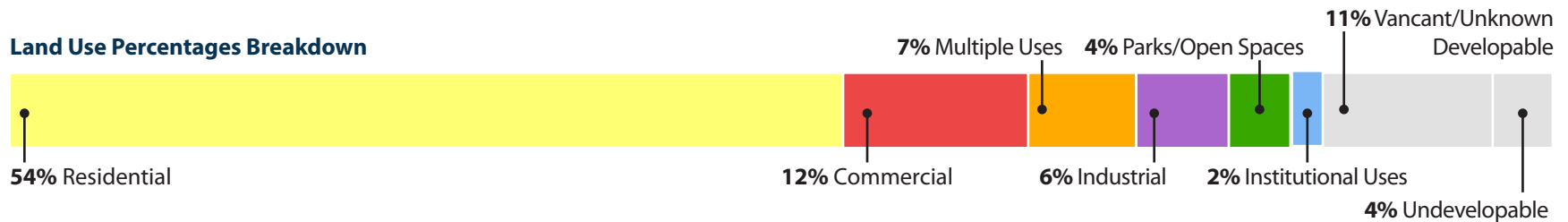
The City of Alvin does not have a zoning ordinance or map, a review of development plans is done by platting and land subdivision. Within the study area, Residential Land Use, including single-family homes, multi-family dwellings, and mobile homes comprise 54% of the total City area. The next biggest percentage of land use by area is commercial, multi-use, and industrial parcels. Additionally, some multi-family structures are located on parcels that have multiple uses.

Call to Action



Continue to promote a **diverse housing** stock and encourage **mixed-use** in existing and vacant parcels

Land Use Percentages Breakdown



Residential

Alvin's housing data is sourced from H-GAC's Regional Land Use Information System (RLUIS). Currently, the City of Alvin does not offer a public land use database. To estimate the percentage of multi-family dwellings within the city limits, multifamily parcels are categorized under "Multiple Uses" in the RLUIS records and further broken down by the percentage of each land parcel.

Commercial Land Use

There are no big box grocery stores located in the study area. Within the study area, Stanton's Shopping Center, Amigo's Food Mart, and Shop-N-Get Food Mart serve as neighborhood convenience stores, offering potential access to fresh produce. Outside the study area, larger grocery chains like HEB, Kroger, and Walmart are available within the City's boundaries. Most commercial, industrial, and multi-use parcels are located adjacent to the Highway 6 and N. Gordon Street/I-35 corridors.



Stanton's Grocery Store, has been a local convenience store since opening its doors in 1922

Gordon Street

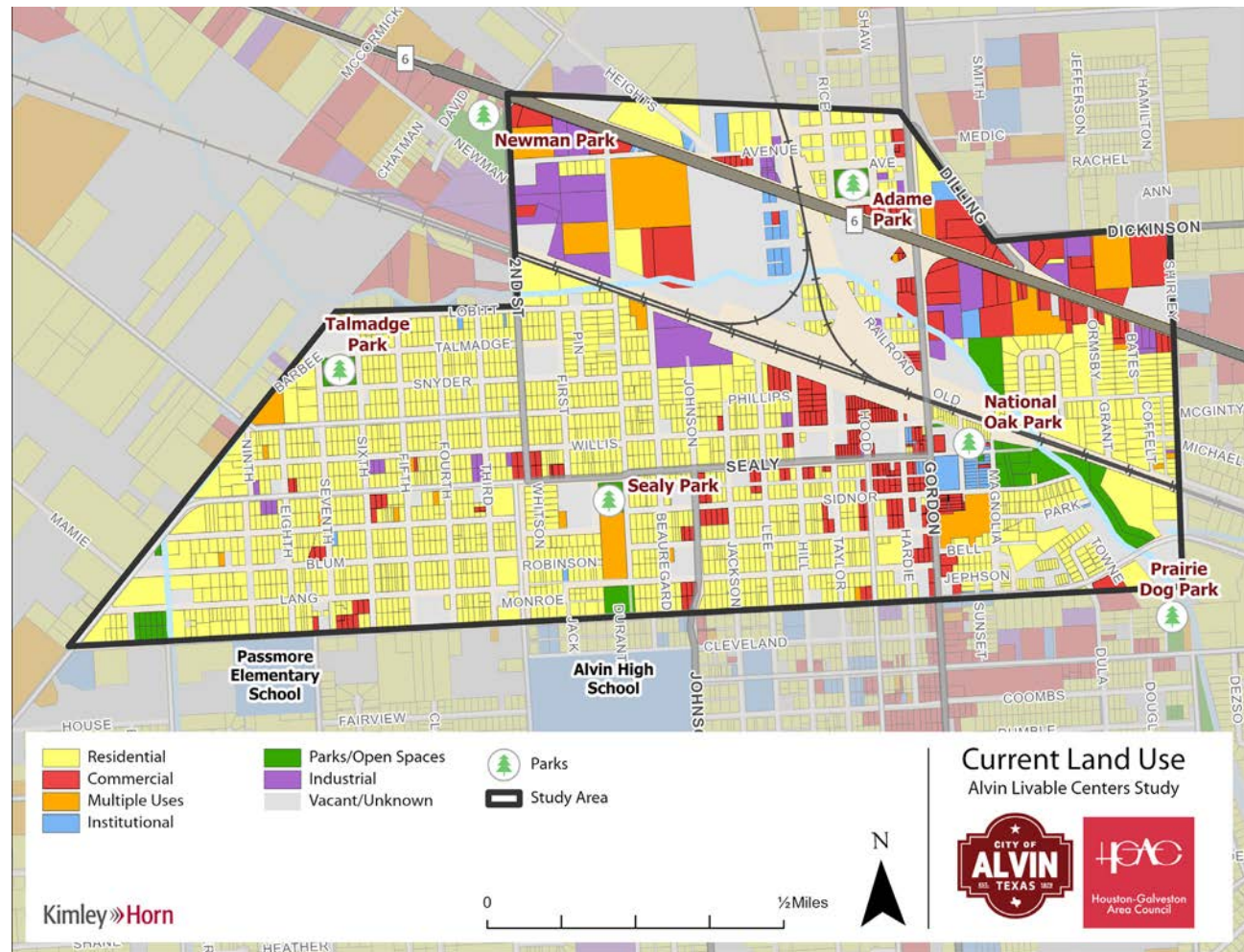
As seen on the H-GAC current land use data, even without zoning, all the parcels immediately fronting this major thoroughfare are commercial or mixed use. The businesses along this corridor are predominately local small businesses.

Industrial Parcels

Most industrial parcels located within the study area are located along the railroad crossing spanning from N. 2nd Street to bordering various vacant pieces of land near the railroads. The railroad industry has been a significant presence in the City since its early days in the late 1800s.

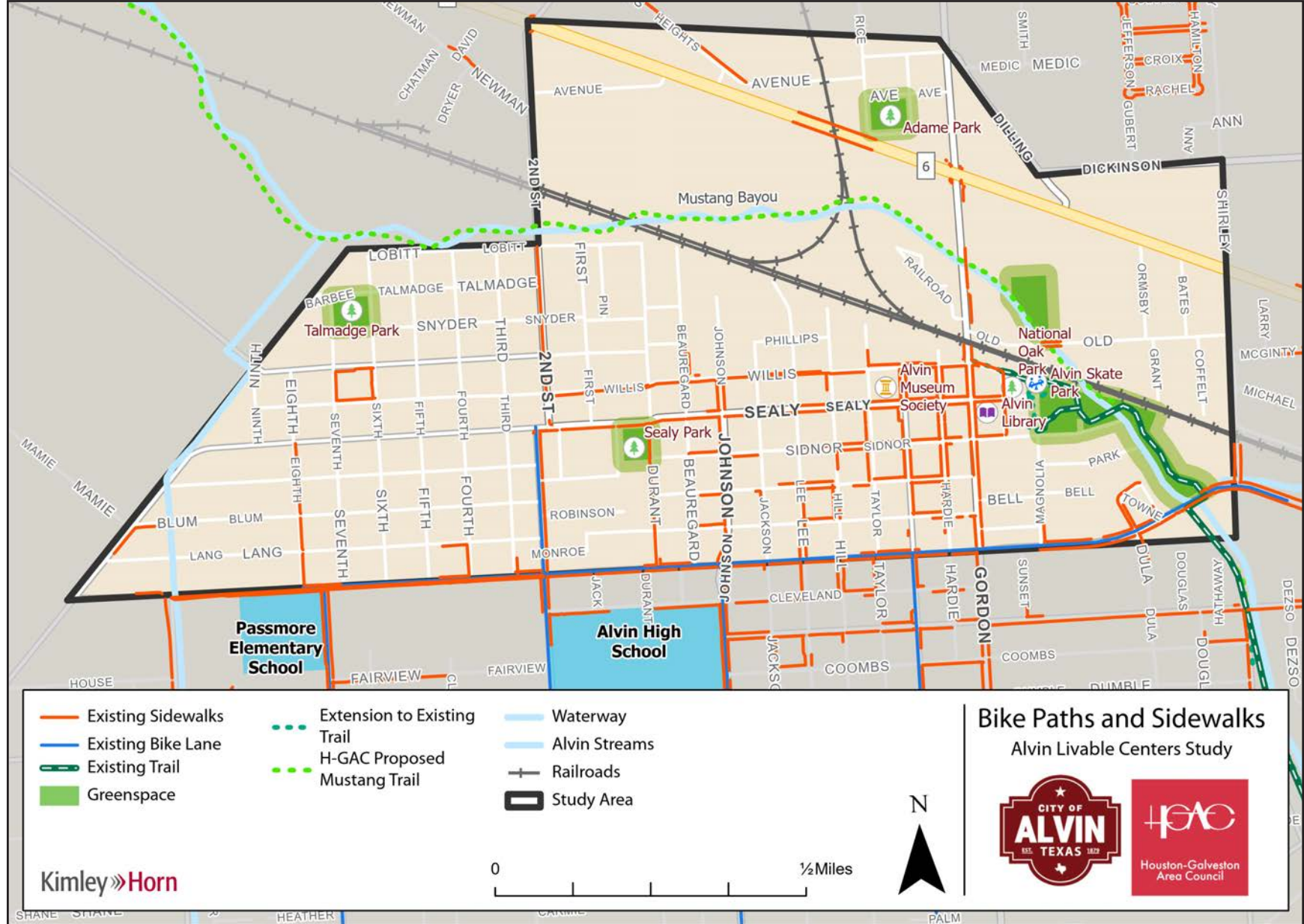
Call to Action

Engage the **downtown business** area landowners



Map of land use type by parcel. The map was created using H-GAC's Regional Land Use Information System database records.

📍 Bike Paths and Sidewalks map



📍 EXISTING CONDITIONS

Condition Assessment

Gap and Barrier Analysis

Examining the existing sidewalk network within the Study Area, there are sidewalks of varying states of age. The bike paths and sidewalks shown on the map on page 36 are designated by the side of the street it is located in.

Call to Action

Improve **sidewalks** and connectivity within critical intersections of the five (5) priority locations, and the western half of the study area



Sidewalks Not Present

Within the study area, the area located downtown and expanding westward show the large concentrations of sidewalks, expanding to the Mustang Bayou trails and bike paths. Past N. 2nd Street, only a few blocks a singular sidewalk is present, with the longest continued path on Eighth Street. The City currently requires sidewalks to be put in with new developments, most of the western half is already built out with single family lots that do not have existing sidewalks or connections.

Missing Connecting Sidewalks

Examining the existing sidewalk near the downtown area, this area has specific one to two block segments that have missing sidewalks. Additionally, blocks with missing connecting sidewalk begin and end on different sides of the street. This can be a safety hazard for pedestrians due to sudden changes in the sidewalk's surface. In the figure to the right, on the Route 1, near the Talmadge park, the, a paved path from the single-family home abruptly leads to a ditch.



📍 Talmadge Park, there are no sidewalks present, and ditch present



📍 Intersection at S Taylor St and W Blum St, the sidewalk abruptly ends

Connection to Bike Lanes and Areas of Interest

Another critical point in the Gap and Barrier Analysis is that the existing bike lanes do not share the same path as sidewalks. This is a point that several project stakeholders had pointed out during the Walk Audit. Particularly along Adoue St, the span of this street between County Road 79 to Shirley Street, this entire block has connecting sidewalks on the right side of the street while heading east. The stakeholders pointed out that this area has a significant amount of pedestrian activity due to neighboring schools. Additionally, sudden grade separation and heavy debris cluttering the sidewalks were other common barriers seen for pedestrians in the community while using existing sidewalks.

Call to Action

Set aside funding and schedule implementation of **street lighting**



📍 Vehicle parked in existing bike lane



📍 Grade separation on existing sidewalk

Insufficient Street Lighting

During the Stakeholder Walk Audit debrief, street lighting for both pedestrians and roads was a point of concern voiced by stakeholders and City staff stated the frequency of complaints received regarding this matter.

Railroads

Connectivity and barrier crossing is a top priority of the ALCS. There are two connections from the study area to Highway 6 along N. Gordon Street and N. 2nd Street, and both are intersected by at-grade railroad crossings.

N. 2ND STREET AT-GRADE CROSSING

Leading up to the intersection, the sidewalk along N. 2nd Street stops short of the Mustang Bayou crossing, there are only sidewalks on the western side of the road. To the north of the railroad crossing, there are no sidewalks on either side of N. 2nd Street. Additionally, leading up to the at-grade paving of the crossing, there are no roadway striping and designated shoulders. Therefore, pedestrians crossing the right of way will have to walk in the roadway lanes with cars. There is an automobile gate on both sides of the rail crossing, but there is no signage or safety-related advanced warnings for pedestrians and bikers crossing the rail.

During the Walk Audit, Stakeholders mentioned that the crossing, in addition to the Mustang Bayou bridge crossing along N. 2nd Street is commonly frequented by high schoolers as a hang-out spot and that it is not uncommon to see graffiti on nearby structures.

➡ **This railroad crossing is in one of the five designated Priority Areas.**



➡ Railroad crossing at N. 2nd Street from the driver's point of view



➡ Photos from the Stakeholder Walk Audit show the difficulty of walking across this crossing

North Gordon Street At-Grade Crossing

The railroad crossing along N. Gordon Street shares some of the similar existing conditions as the crossing at N. 2nd Street. Leading up to the crossing, there are sidewalks from the northern and southern directions but stop abruptly short of the at-grade crossing.

The at-grade crossing is uneven in width, and the shoulder of the roadway is meant for cars, pedestrians, and bikes to share. In able for pedestrians and bicyclists to cross this intersection, they will most likely have to share the roadway with cars, which based on speed limits posted, vehicles are generally driving 45 miles per hour if not faster. This intersection does have striping for the two lanes in each direction. Like the railroad crossing at N. 2nd Street, there is a gate on automobile gate on both sides of the rail crossing, but there is no signage or safety-related advanced warnings for pedestrians and bikers crossing the rail. The crossing can be a major barrier of entry to pedestrians and cyclists from access points of interest in the downtown area and the nearby park promenade.

➡ **This railroad crossing is in one of the five designated Priority Areas.**

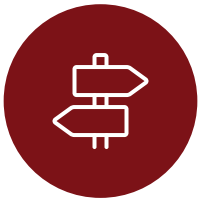


➡ This photo shows the sidewalk abruptly stops leading up to the crossing, and uneven shoulder width at the crossing.



➡ The photo show sudden change in paving and grade changes. Path crossing the railroad tracks is difficult even for vehicle stops.

Call to Action

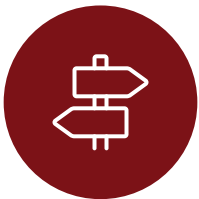


Install safety-related **signage** for heavy crash intersections

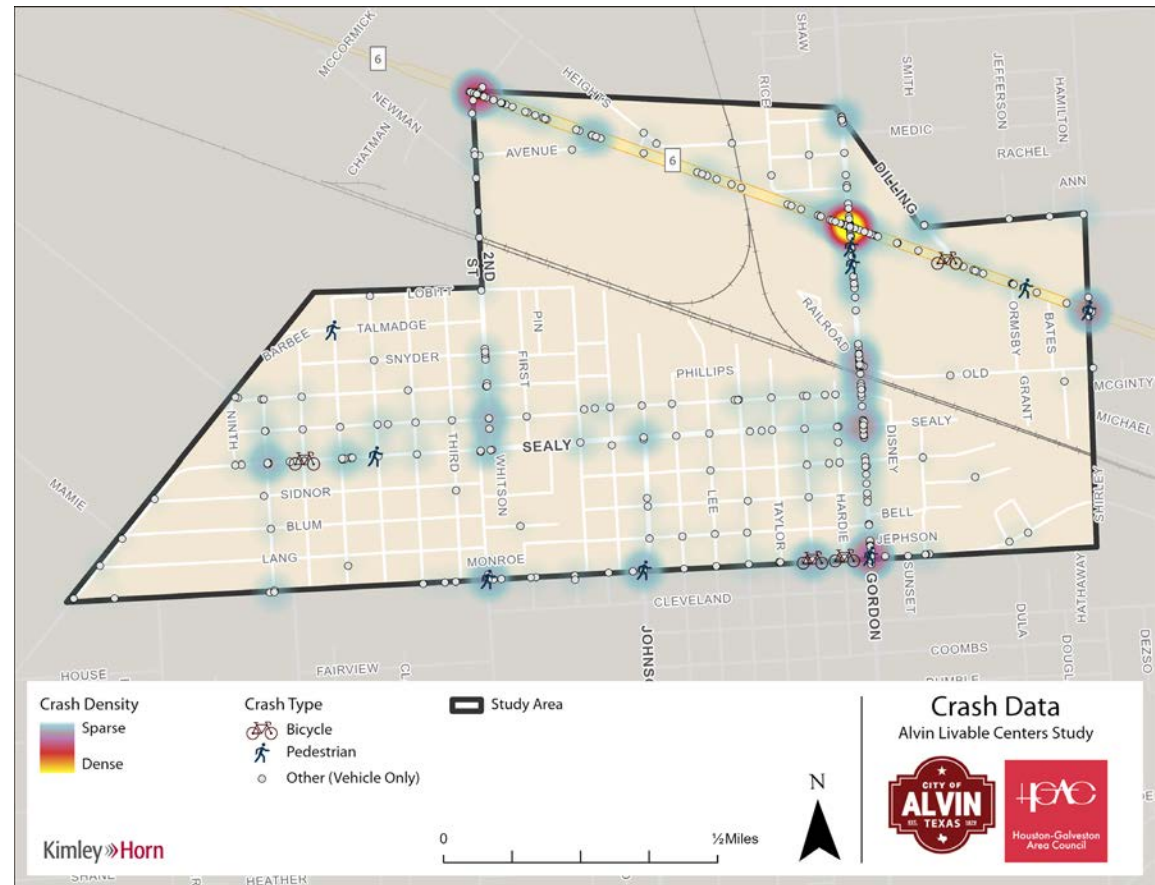
Crash Analysis

Historically, crashes occurred most at intersections compared to roadway segments, with the intersection of SH 6 at Gordon Street being the largest hotspot in the study area. Other hotspot intersections have been SH 6 at 2nd Street and Gordon Street at Adoue Street. In general, Gordon Street and SH 6 have higher number of crashes, which can be a result of higher traffic volumes.

Call to Action



Install safety-related **signage** for heavy crash intersections



Map of crash data from TxDOT within the study area between 2018 - 2022

Motorized Vehicle Crashes

Between 2018 and 2022, 582 crashes were reported within the study area. The vast majority of crashes (84%) were between two moving vehicles. Two of the motorized vehicles collisions, one rear end crash and one head on crash, resulted in fatal injuries, and seven resulted in serious injuries.

Single Vehicle Crashes

The remaining 16% of crashes were the result of a moving vehicle colliding with a person or object. None of the crashes resulted in fatal injuries, but six resulted in serious injuries, including one pedestrian crash. In the five-year study period, there were four bicycle crashes and nine pedestrian crashes in the ALCS study area.



Analyzing Crashes

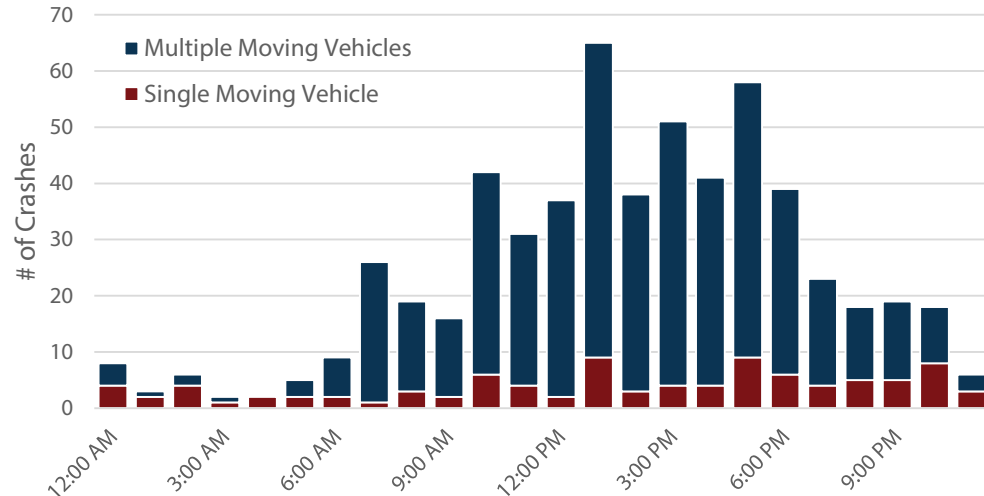
Crashes between two vehicles are typically during the daytime peaking around 3 PM, while crashes with a single vehicle occur evenly throughout all hours.

Call to Action

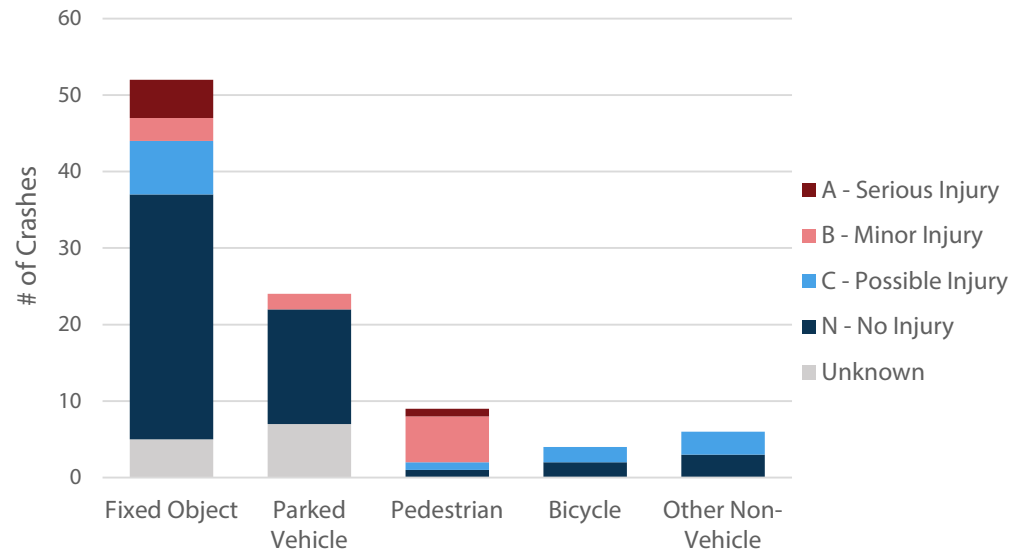


Set aside funding and schedule implementation of **street lighting**

Crashes by Time of Day



Single Vehicle in Motion Crashes



Source: TxDOT's Crash Records Information System (CRIS), 2018-2022

Looking Ahead

The Grand Parkway is “a 184-mile highway, composed of 11 segments traversing seven counties” that began construction in July 2013 and is an expansion of the SH 99 Toll Road. The project includes a proposed segment that expands SH 99 through Alvin, which is slated to begin construction in late 2026/early 2027. This roadway expansion not only provides an additional transportation corridor entryway to the City of Alvin, but it also provides a direct route towards other major regional transportation corridors, including I-45 and SH-146 to the east and SH 288 and I-69 to the west. This highway expansion will give Alvin visibility to potentially attract new residents and commercial developments. It will be vital to plan accordingly and seize the opportunities that can come with this major regional highway addition.

Call to Action



Engage the **downtown business** area landowners



Revisit previously adopted **planning documents** and formulate an action plan to follow up on previous efforts

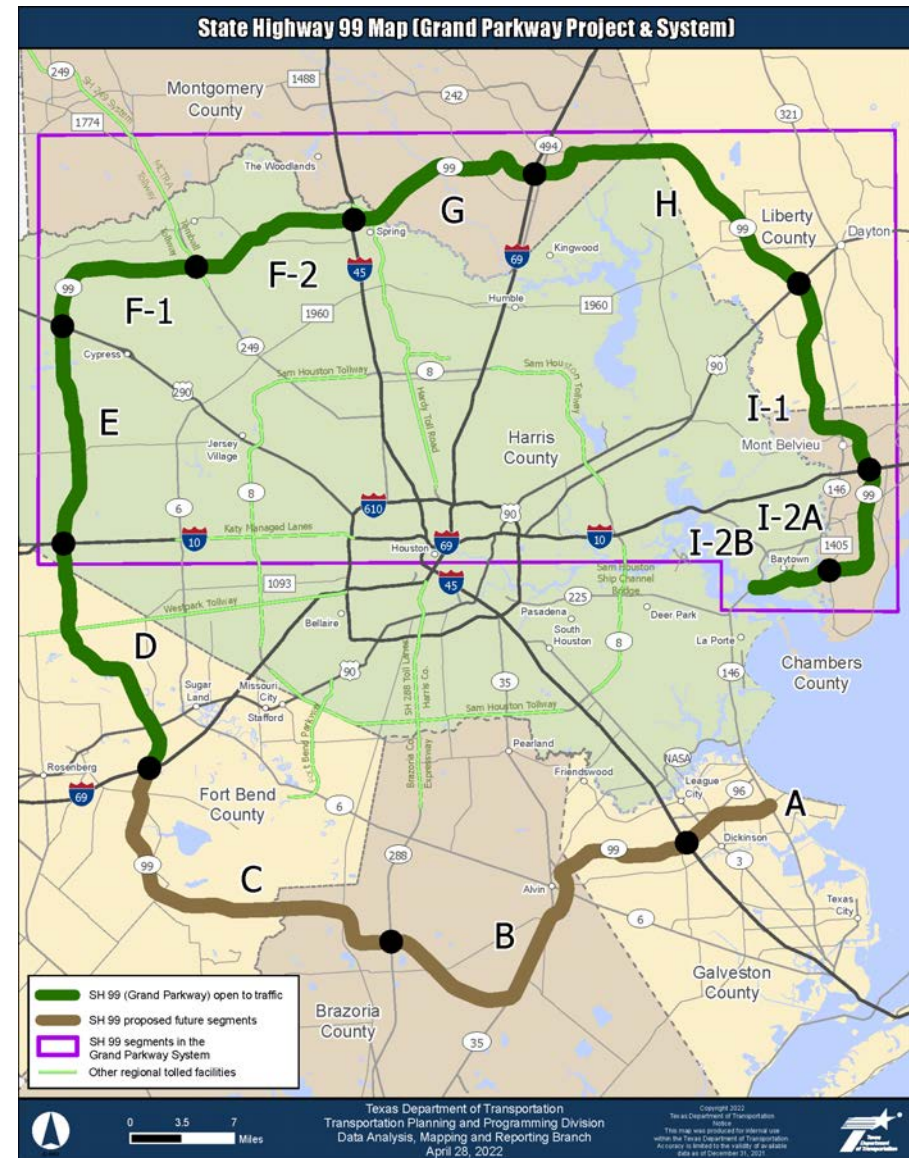


Figure: Grand Parkway Project Segments

Source: www.txdot.gov/grand-parkway-system

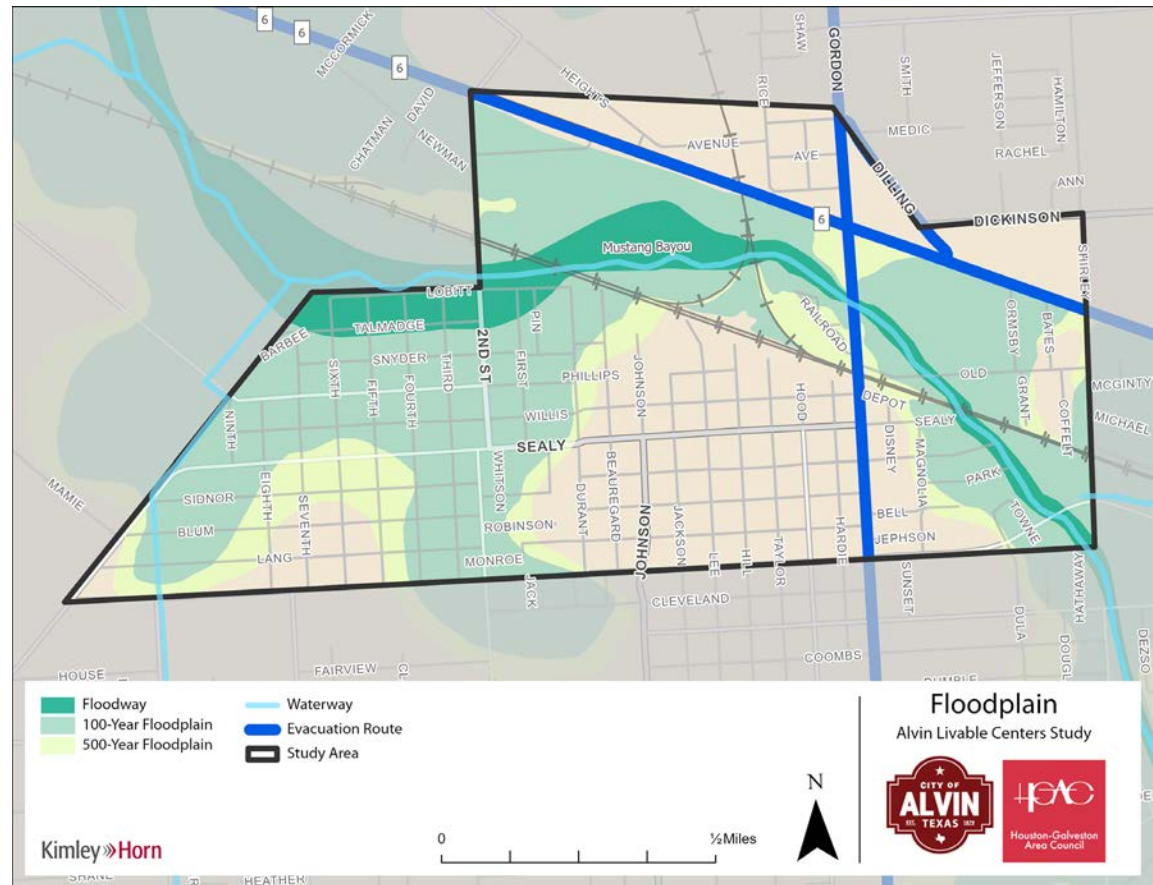
Floodplain

In the map to the right, a map of the study area and the Federal Emergency Management Agency (FEMA) floodplain designations has been plotted to show the 100-Year and 500-Year Floodplain general boundaries. Nearly the entire western half of the study area is located within a flood zone and is farther away from major roadways to the region's evacuation routes. In this condition, residents who reside in this part of the City experience increased risks of flooding and experience more barriers to evacuation routes, as there are only minor thoroughfares, and the railroads are an additional barrier. In the Landuse section of the study, and the Walk audit, new residential developments were seen in the western parts of the Study Area.

Call to Action



Foster resiliency in flood zones through updating standards to development, encourage **low-impact development**



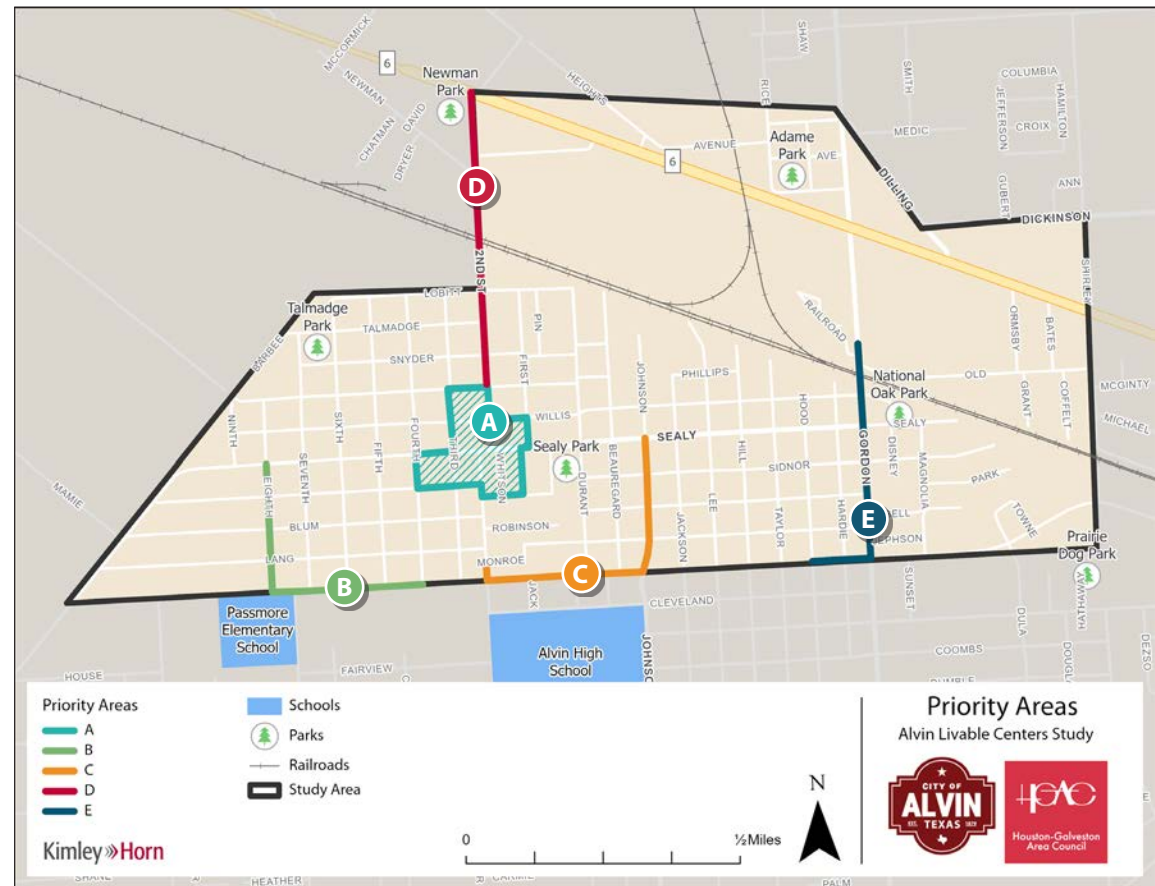
Map of Floodplain within ALCS Study Area

The Five Priority Areas

After the walk audit and examining existing conditions data, the project team identified five priority areas. The priority areas are a maximum of approximately six city blocks in an area or a corridor of half a mile in length for study and evaluation. The map below shows the locations of the priority areas within the ALCS Study area. Ultimately, all the Call-to-Action items will be in different degrees related to the recommendations made for the five priority areas.

Priority Areas

- A** The Gas Station Corner
- B** Passmore Elementary Walkway
- C** Alvin High School Trek
- D** North 2nd Street
- E** Gordon Street



The five priority areas determined based upon existing conditions data and the first round of public engagement, and Stakeholder Group participation

A photograph of a park path lined with trees, some with autumn-colored leaves. A sign on the right reads "Tom Blakeney, Jr. Hike & Bike Trail" and "Don't Litter, Keep Alvin Beautiful".

04

Recommendations

Development of Recommendations

Following the first round of public engagement and existing conditions data research the project team developed a list of 26 recommended projects.

In addition to the 26 projects that the project team developed focused on the study area, prior City of Alvin projects, including two trails project, are included in the overall recommendations.

The projects shown in the following page fall into three categories:

Area Wide

- › Projects that can be applied inside and outside the ALCS study area

Location Specific

- › Projects that are more focused on a specific area of the Study Area's existing conditions and needs

Sidewalk Segment

- › Sidewalk projects that can include connecting existing gaps in the sidewalk network, installation of sidewalks in areas that experience high pedestrian and cyclist usage

Feedback and Next Steps on Recommendations

In Chapter 5, Second Round of Public Engagement, the 26 projects listed in this chapter were the main focus around public feedback. The participants, both in person and online, were able to vote on their top 10 preferred project recommendations.



🔊 Cary Perrin, a Stakeholder Group member, takes notes of down utility lines on the sidewalk during the Walk Audit.



📷 Photo taken during the Walk Audit, on Route 4, near downtown Alvin. The debris seen here is partially covering the bicyclist lane and the sidewalk.

Area Wide Recommendations

A1 *Fund Cleanup of Debris and Garbage in Streets*

Project Background: During the Stakeholder Walk Audit, participants observed a significant accumulation of debris on residential streets across all four designated routes. This debris ranged from leaves and branches to litter and construction materials. In several areas, the extent of the debris was severe enough to obstruct sidewalks completely, rendering them inaccessible to pedestrians.

A2 *Organize Process for Requesting and Responding to Streetlights*

Project Background: Many of the City's 311 calls and inspections occur during the day. Consequently, broken or malfunctioning lights, which are only noticeable in the evening, often go unreported. This program aims to establish a record-keeping system for broken lights.

A3 *Apply for FEMA Grants to Fund Disaster Relief and Emergency Preparedness Projects*

Project Background: A significant portion of the Alvin Livable Centers Study focused on residents in the eastern part of the study area, who were among the most severely impacted by Hurricane Harvey. The eastern section of Alvin is categorized as historically disadvantaged, which has created additional vulnerability within natural disasters and flooding. Applying for and receiving Federal Emergency Management Agency (FEMA) grant money can help mitigate unequitable consequences from natural disaster and help create a more resilient Alvin.

A4 *Identify Additional Evacuation Routes*

Project Background: Examining the existing thoroughfare maps and statewide evacuation routes, access to Highway 6 and SH 35 is limited from the eastern side of the study area. Most local streets do not have direct access to Highway 6, and the Mustang Bayou serves as a natural barrier.

Location Specific Recommendations

L1 *Paint Branded Crosswalks and Street Art Near Schools*

Project Background: Alvin High School and Passmore Elementary School are located adjacent to the southern border of the ALCS study area, along Adoue Street. Passmore Elementary School's main entrance is at the intersection of W. Adoue St. and S. 8th Street. Due to the proximity of these schools, there are high levels of students walking and biking near the drop-off locations. The existing sidewalks and signage can be enhanced to incorporate community placemaking elements and increase driver awareness.

L2 *Stripe Buffered Bike Lane Along 2nd Street*

Project Background: Currently, there are bike lanes along 2nd Street, connecting Sealy St. to Adoue St. During the walk audit, it was observed that much of the bike lane striping was severely faded, and in many areas, vehicles had parked over the faint single striping. It is recommended to implement brighter and buffered striped bike lanes.

L3 *Add Accessible Walking Route to Talmadge Park*

Project Background: Along the perimeter of the park, ditches can pose a barrier to entry, especially during heavy rain seasons, and can be a general obstacle for those with mobility concerns. Currently, the paved parking lot, which accommodates eight vehicles, is the only directly accessible flat surface for walking. However, the parking spaces also have additional curb stops.

L4 *Add Railroad Crossing Signs and Pavement Markings at 2nd Street*

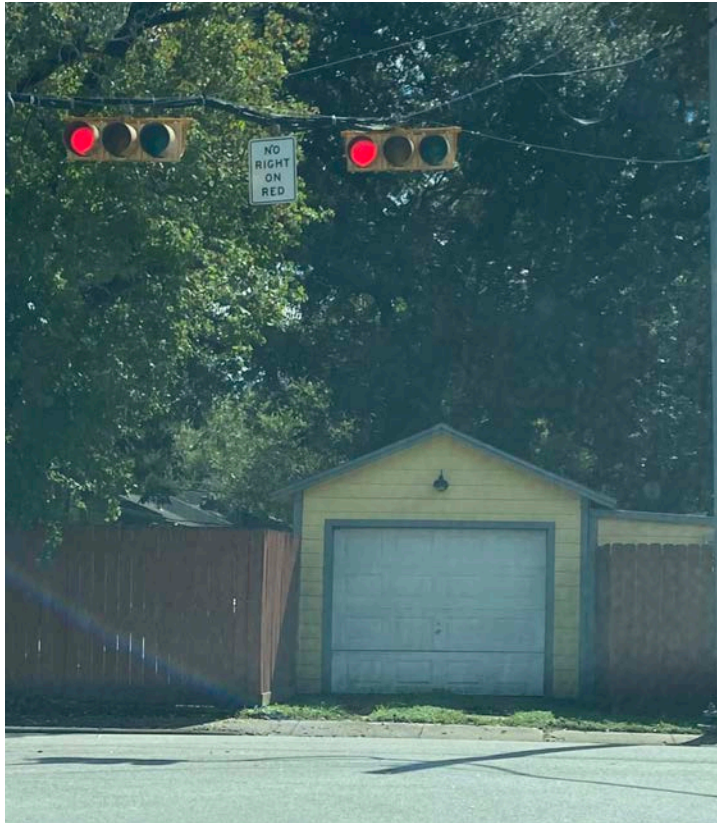
Project Background: At the two railroad crossings, there are no advanced warning signs for cars and pedestrians, apart from the standard crossing gate.



Photo taken at the intersection immediately north of N. Gordon Street and Depot Centre Boulevard. A wheelchair user is waiting on the sidewalk path. Past the intersection, there are no sidewalks present.



Photo taken north of N. Gordon Street. No sidewalks on either side of the bridge crossing. The slope from the right of way connecting to neighboring properties is too steep both for vehicular and pedestrian/cyclist usage.



⚠ The in-use garage door appears to be less than 10 feet away from the edge of the sidewalk and Right of Way pavement. This can be a safety issue for both the resident's vehicle and traffic.

L5 *N. 2nd Street and W. Sealy Street - Realign Roadway to Improve Safety and Access for Vehicles and Pedestrians*

Project Background: At the intersection of N. 2nd St and W. Sealy St, the T-intersection poses a challenge as it ends with a residential garage (in use), requiring vehicles to back out into existing traffic. This makes it difficult for drivers coming from various directions and pedestrians and bicyclists who must share the road. During early stakeholder discussions, several City staff expressed interest in coordinating with existing landowners to acquire land and realign the roadway. In the proposed rendering, the project team recommends re-aligning this T-intersection into an S-curve road.

L6 *Conduct Study to Advance Shared Use Path Along Sidnor/Sealy Between Sealy Park and National Oak Park*

Project Background: Currently, this section of E. Sealy Street features connected sidewalks along the southern side of the properties and various segments of sidewalk on the northern side. Expanding the existing bike path from 2nd St. to National Oak Park will enhance bicyclist and pedestrian access between these two popular green spaces.

L7 *Add Walking Trail Near Sealy Park to Connect from Sidewalk to Amenities*

Project Background: Similar to the accessibility challenges observed at Adame Park and Talmadge Park, there are ditches at various entry points to the park that could potentially hinder accessibility. Installing small bridges over these ditch areas could improve access for park visitors.

L8 *Commission Artists to Paint Murals on Existing Downtown Buildings and Electric Boxes*

Project Background: To enhance the historic charm of Alvin's downtown area, which already features several murals on brick buildings, additional murals can be strategically placed to beautify the area further. These murals can serve as placemaking elements, preserving and celebrating the city's heritage while attracting visitors.

L9 *Add Sidewalks in the Community Near Adame Park*

Project Background: The area surrounding Adame Park is predominantly residential, with nearly 100% residential occupancy. Unlike some other parks in the study area, the neighborhood here lacks sidewalks almost entirely. Implementing capital project to add block-wide sidewalks would connect residents more effectively to this park.

L10 *Add an Accessible Walking Route to Adame Park*

Project Background: Around the perimeter of the park, ditches create barriers to entry, especially during heavy rains and for those with mobility concerns. The only accessible flat walking surface is the paved parking lot, which has limited capacity and additional obstacles.

L11 *Add Placemaking Signage at City Gateway Along N. Gordon Street*

Project Background: Looking ahead, the expansion of the Grand Parkway includes a proposed segment that will extend SH 99 through Alvin, with construction scheduled to commence in late 2026 or early 2027. This roadway expansion will not only create an additional transportation corridor entryway to the City of Alvin but also establish a direct route to other major regional transportation corridors. These include I-45 and SH-146 to the east, and SH-288 and I-69 to the west. The expansion is expected to enhance Alvin's visibility, potentially attracting new residents and fostering commercial developments. This creates an opportunity to help define and establish Alvin's sense of place, through adding signage demonstrating the informal city entrance on Gordon.



Local example of place making and painted murals seen across the street from the Alvin City Hall along N. Hood Street.



Stanton's, a local grocery store located a block west from the Alvin City Hall, has a large painted mural on the south facing side of the building facade paying homage to it's historical roots.

L12 *Install Pedestrian-scale Lighting Within and Near National Oak Park*

Project Background: This concern was consistently voiced during the stakeholder group walk audit and in the first round of online engagement. It was further emphasized by many attendees at the second pop-up public event during Frontier's Day, where individuals continued to discuss and elaborate on this issue.

L13 *Organize Street Closing Pilot Program Along W. Sidnor/ W. Sealy Streets to Encourage Local Markets, Vendors, and Businesses*

Project Background: This block is unofficially near the historic downtown areas of Alvin and adjacent to National Oak Park, where many city-wide events are held. To attract more community-wide small business developments, this area is strategically located next to I-35/N Gordon Street, often providing the first glimpse of Alvin for drive-by traffic.

L14 *Create a Façade Loan Program to Encourage Property Beautification in the Downtown Area*

Project Background: General Beautification: Many buildings near Gordon Street and the downtown area still feature their original historical architecture. However, the façades of these buildings appear lackluster. In the first round of public engagements, stakeholders and community members repeatedly emphasized the importance of revitalizing these structures to enhance the area's attractiveness.



Looking immediately south of Alvin City Hall, along W. Sealy Street. This block shows the recently renovated sidewalks with brick pavers and pedestrian level lighting, along with the recent painted exterior of existing small businesses.



Frontier's Day, an annual event held at National Oak Park, draws in local and out of town visitors of all ages.

Sidewalk Segment Recommendations

S1 *Install Sidewalks Along Adoue (West)*

Project Background: Along the northern side of Adoue St., there are no sidewalks, despite the high pedestrian activity in this area adjacent to Passmore Elementary School.

S2 *Install Sidewalks Along 6th Street*

Project Background: This neighborhood only has sporadic pockets of sidewalks from recent residential developments. Adding sidewalks could create a pathway for residents to easily access Talmadge Park.

S3 *Install Sidewalks Along 2nd Street*

Project Background: The existing sidewalk along the western side of 2nd Street is narrow and in need of repair, despite being frequented by pedestrians. Adding a new sidewalk along the eastern side, with a minimum width of 5 feet, would alleviate congestion on the existing sidewalks and provide more space for pedestrians.

S4 *Install Sidewalks Along Sealy Park*

Project Background: Near Sealy Park, the southwestern side lacks a sidewalk leading up to it. This park is the second most frequented after National Oak Park.

S5 *Install Sidewalks Along Sidnor Street*

Project Background: These specific segments represent gaps in an otherwise connected network of sidewalks in this relatively walkable neighborhood. Completing these connections would provide a secondary path to Sealy Park.

S6 *Install Sidewalks Along Adoue (East) (2nd Street – Gordon Street)*

Project Background: The Adoue East sidewalk project was split in two parts to allow an extension further to connect with Mustang Trail. The first segment will extend from 2nd street to Gordon street, the City's primary thoroughfare. Similar to the Adoue West section, this street experiences high volumes of automotive traffic, and the currently lacking sidewalk network promotes unsafe pedestrian activity.

S7 *Install Sidewalks Along Adoue (East) (Gordon – Alvin Mustang Trail)*

Project Background: This second segment of the Adoue East sidewalk project will begin at Gordon Street and continue to connect with the existing Mustang Trail starting from Gordon Street. Currently, the sidewalk access to Mustang Trail is limited, which restricts recreational activity and limits mobility.

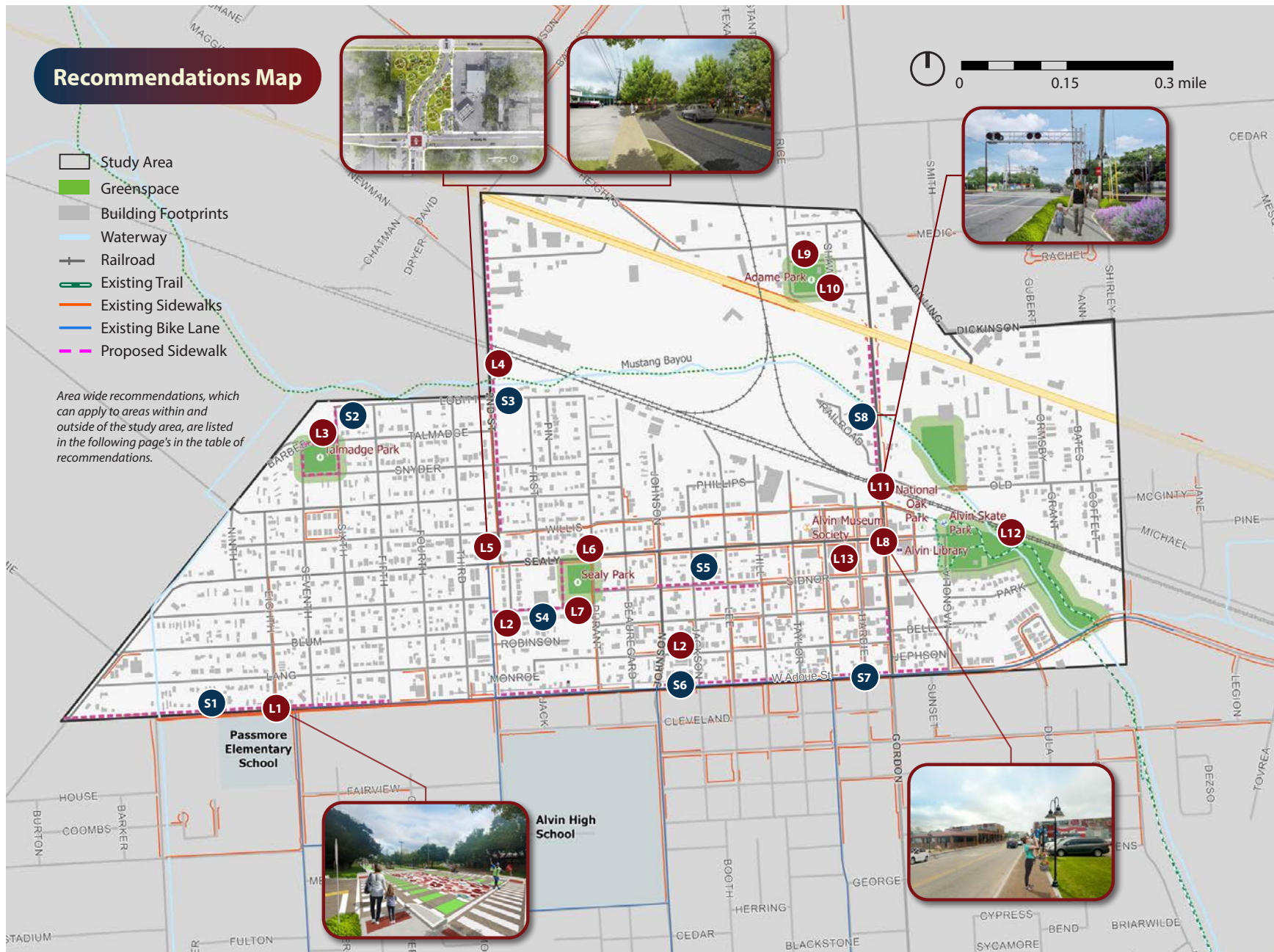
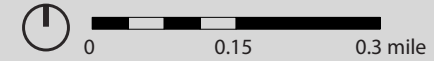
S8 *Install Sidewalks Along Gordon Street*

Project Background: Gordon Street in Alvin serves as a crucial north-south corridor but currently lacks adequate pedestrian infrastructure, especially near the train tracks, posing safety and accessibility challenges. Recreating the pedestrian environment into a more aesthetic 'pedestrian gateway' will help establish placemaking and a sense of pride in the community, while serving as an efficient pedestrian pathway.

Recommendations Map

- Study Area
- Greenspace
- Building Footprints
- Waterway
- Railroad
- Existing Trail
- Existing Sidewalks
- Existing Bike Lane
- Proposed Sidewalk

Area wide recommendations, which can apply to areas within and outside of the study area, are listed in the following page's in the table of recommendations.



Recommendations

Area Wide

- A1 Fund clean up of debris and garbage in streets.
- A2 Organize process for requesting and responding to street lights.
- A3 Apply for FEMA grants to fund disaster relief and emergency preparedness projects.
- A4 Identify additional evacuation routes.

Sidewalk Segments

- S1 Install sidewalks along Adoue (West)
- S2 Install sidewalks along 6th Street
- S3 Install sidewalks along 2nd Street
- S4 Install sidewalks along Sealy Park
- S5 Install sidewalks along Sidnor Street
- S6 Install sidewalks on Adoue (East, 2nd Street - Gordon Street)
- S7 Install sidewalks along Adoue (East, Gordon Street - Alvin Mustang Trail)
- S8 Install sidewalks along Gordon Street

Location Specific

- L1 Paint branded crosswalks and street art near schools.
- L2 Stripe buffered bike lane along 2nd Street.
- L3 Add accessible walking route to Talmadage Park.
- L4 Add railroad crossing signs and pavement markings at 2nd Street.
- L5 Realign roadway to improve safety and access for vehicles and pedestrians.
- L6 Conduct study to advance shared use path along Sidnor/Sealy between Sealy Park and National Oak Park.
- L7 Add walking trail near Sealy Park to connect from sidewalk to amenities.
- L8 Commission artists to paint murals on existing downtown buildings and electric boxes
- L9 Add sidewalks in community near Adame Park.
- L10 Add accessible walking route to Adame Park.
- L11 Add placemaking signage at City gateway along Gordon Street.
- L12 Install pedestrian-scale lighting within and near National Oak Park.
- L13 Organize street closing pilot program along Sidnor/Sealy Street to encourage local markets, vendors, and businesses.
- L14 Create a facade loan program to encourage new small businesses in the downtown area.



05

Second Round of Public Engagement

Revisiting the Study Area

Like the first round of public engagement, there was a public meeting and a corresponding online activity for a chance to hear back from the study area's constituents. In this round of public engagement, the project team focused on obtaining feedback on the proposed project recommendations.



The project team facilitated an engagement activity at the **Frontier's Day Festival (April 27th)** and **online (May 2nd – June 4th)**



The Activity: Prioritization of the Recommended Projects



Participants were asked to **vote on their top 10 preferred projects** from the list of the proposed 25 recommendations shown on the map board



The same activity was made **available online**, and advertised on the City's landing page



📷 Photos from project team at Frontier's Day.

Frontier's Day

- + The project team had a booth between 8 am – 4:30 pm at the Arts and Crafts Show On April 27th, 2024
- + Booth visitors were briefed on the map board's list of recommendations and given a pack of 10 stickers to be placed alongside their top 10 recommendations
- + 65* booth visitors participated in the survey engagement activity
- + Families of two or more often only voted on one set of stickers

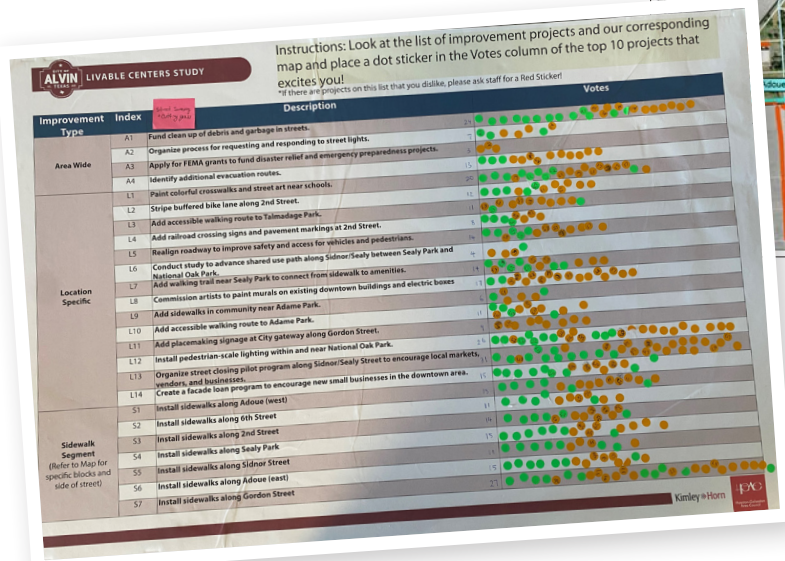
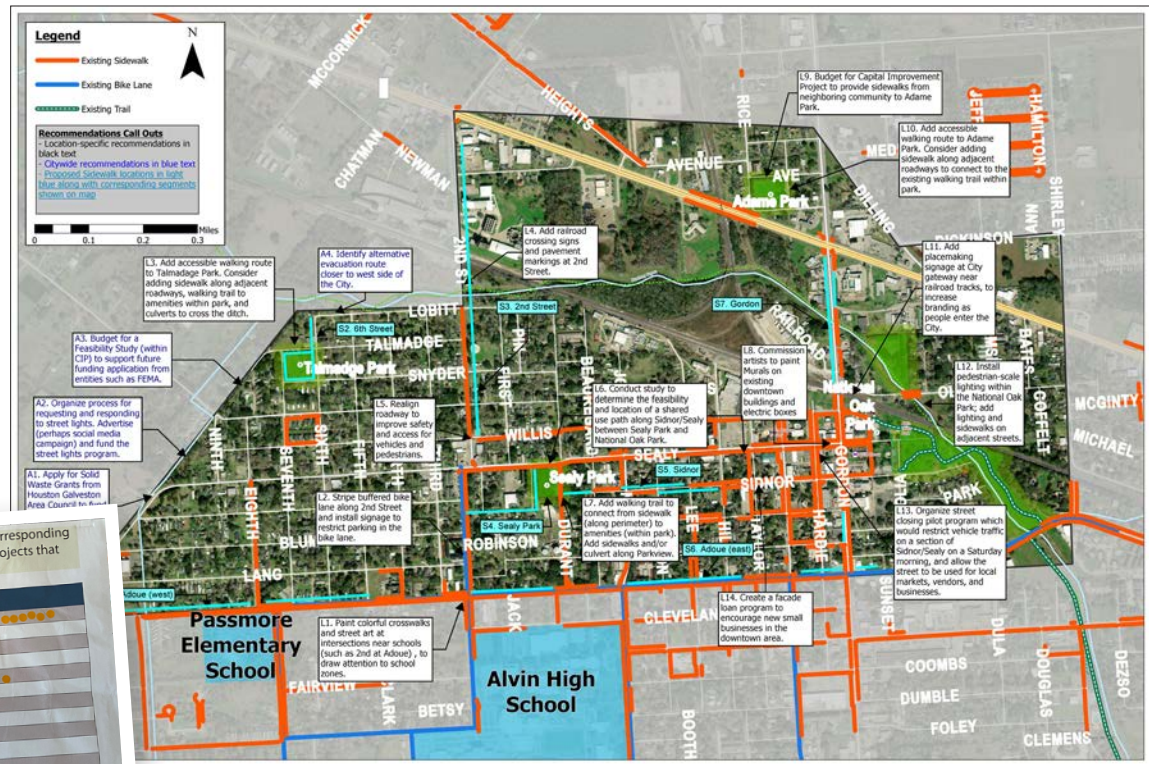


Photo shows the vote board results from the morning portion of the event.

*Feedback results totaled show that roughly equivalent of 65 people participated. In actuality, the total number of participants exceeded 65 visitors, most groups or families that stopped by only casted one sets of votes.



The map board that was shown to the Frontier's Day booth visitors.



A group of teenagers, whom attend Alvin High school provided their input on their preferred projects.



📍 Snapshots from Frontier's Day, taken by Jose Cantu



📍 The Car & Bike Show at Frontier's Day, draws in enthusiasts for the competition and camaraderie.



Top 10 Projects

Following the participation from Frontier's Day and online engagement, over 1,673 votes were received. Below is the break down of votes by project, in descending order.

Project List	Votes Received
S7. Install sidewalks along Gordon Street	172
L12. Install pedestrian-scale lighting within and near National Oak Park.	156
A1. Fund clean up of debris and garbage in streets.	139
L13. Organize street closing pilot program along Sidnor / Sealy Street to encourage local markets, vendors, and businesses.	139
L8. Commission artists to paint murals on existing downtown buildings and electric boxes	129
L1. Paint branded crosswalks and street art near schools.	128
S1. Install sidewalks along Adoue (west)	116
L14. Create a facade loan program to encourage new small businesses in the downtown area.	114
L7. Add walking trail near Sealy Park to connect from sidewalk to amenities.	114
S6. Install sidewalks along Adoue (east)	110
L5. Realign roadway to improve safety and access for vehicles and pedestrians.	109
S4. Install sidewalks along Sealy Park	102
S3. Install sidewalks along 2nd Street	95
A3. Apply for FEMA grants to fund disaster relief and emergency preparedness projects.	79
L6. Conduct study to advance shared use path along Sidnor/Sealy between Sealy Park and National Oak Park.	71
S5. Install sidewalks along Sidnor Street	68
L2. Stripe buffered bike lane along 2nd Street.	65
A2. Organize process for requesting and responding to street lights.	63
S2. Install sidewalks along 6th Street	61
L4. Add railroad crossing signs and pavement markings at 2nd Street.	56
L10. Add accessible walking route to Adame Park.	50
L3. Add accessible walking route to Talmadage Park.	47
L11. Add placemaking signage at City gateway along Gordon Street.	46
L9. Add sidewalks in community near Adame Park.	46
A4. Identify additional evacuation routes.	43
Total Votes Received	1,673

*S6. Install Sidewalks along Adouce (east) was split into two projects for the analysis portion after public engagment feedback collection.



06

Implementation and Funding Plan

Implementation and Funding plan

In this section, the recommendations and feedback from the two previous chapters are further explored and supported with potential funding opportunities. Some of the recommendations have been tweaked from the original wordings from Chapter 4 and 5, as this was part of the feedback heard from the project's City liaisons and stakeholders. Of the 28 total recommendations described in this chapter, the list below includes 11 of the original 26 projects that have been prioritized. The prioritization process for this list includes a combination of the results received from the second round of public engagement with the general public, and feasibility discussion with the City of Alvin, the Stakeholders group, and implementing agencies' feedback. In addition to the general project recommendations, the project team created renderings of locations within the projects/ priority areas that show secondary implementable suggestions.

In accordance to the Call to Action: Revisit previously adopted planning documents and formulate an action plan to follow up on previous efforts, two previously City Council adopted trail projects that are outside the ALCS study area will be part of the implementation plan.

On page 108, the table shows the list of potential funding sources for the recommended projects. The funding sources can be categorized by the groups to the right and the funding scale associated show estimates of recommendation costs by project.

Eleven Projects to Prioritize

- + Paint branded crosswalks and street art near schools
- + Commission artists to paint murals on existing downtown buildings and electric boxes
- + Organize street closing pilot program along Sidnor / Sealy Street to encourage local markets, vendors, and businesses
- + Install sidewalks along Gordon Street
- + Realign 2nd Street between Willis and Sealy to improve safety and access for vehicles and pedestrians
- + Install sidewalks along Adoue (East, Gordon Street - Alvin Mustang Trail)
- + Install pedestrian-scale lighting within and near National Oak Park
- + Fund clean up of debris and garbage in streets
- + Install sidewalks along Sealy Park
- + Install sidewalks along 2nd Street
- + Add railroad crossing signs and advanced pavement markings at 2nd Street

Funding Opportunity Categories

Each project fits within one (or more) of the following funding groupings:



City Beautification



Disaster Resilience



Economic Development



Mobility Focus



Safety Focus

Funding Scale

\$ <\$250,000.00
 \$\$ \$250,000.00-\$1,000,000.00
 \$\$\$ >\$1,000,000

➤ Paint branded crosswalks and street art near schools

PROJECT COST: \$

TIMEFRAME: Immediate School Year - 2 years



City Beautification



Existing Cross Walk Conditions at Melba Passmore Elementary School's W. Adoue Street and S. 8th Street crossing.

EXISTING CONDITIONS

- Many crosswalk paths near local schools are either completely missing or are faded and in need of repair
- Low visibility for crossing school children

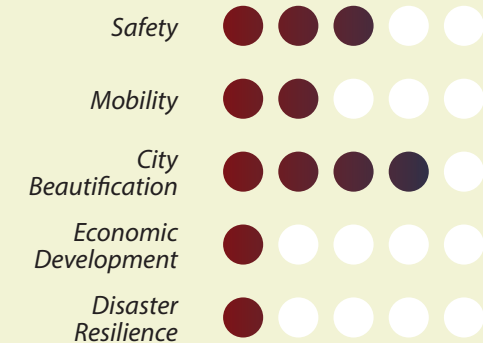
PROPOSED IMPROVEMENTS

- Painting vivid and colorful crosswalks to create safe, and visually pleasing, crosswalks for school children
- See rendering of other proposed recommendations on following page

Purpose

This project will enhance pedestrian safety, driver awareness, and the visual aesthetic near Alvin High School and Passmore Elementary School by improving crosswalks with community-focused elements, contributing to the city's beautification efforts and fostering a sense of pride and ownership within the community. This project can be initiated as early as the fall 2024.

NEED



► Paint branded crosswalks and street art near schools

Project Cost shown on prior page does not include other recommended actions in the proposed rendering below.



City Beautification



► Paint branded crosswalks and street art near schools

PROJECT COST: \$

TIMEFRAME: Immediate School Year - 2 years



City Beautification

Desired Outcome: Increased Visibility on Intersections

Incorporating colorful crosswalks and street art will contribute to the city's beautification efforts, creating a more inviting and aesthetically pleasing environment while also addressing safety improvements. The benefits of this project extend beyond safety improvements. This aligns with other recommended beautification projects, such as hiring local artists to create murals and funding initiatives to clean up debris and garbage in the streets. These projects collectively foster a sense of pride and ownership within the community, making Alvin a more attractive place to live and visit.

Both Alvin High School and Passmore Elementary School see a high volume of students walking and biking in the vicinity, particularly near the school's entrances. By enhancing the quality of the crosswalks through community-focused elements, Alvin will significantly increase driver awareness, pedestrian safety, and the visual aesthetic for residents in the area. Child safety is the primary concern for many parents. In the last few years, there have been pedestrian crashes at both the 2nd/Adoue and Johnson/Adoue intersections; intersections heavily used by school aged children. This has underscored the urgent need for enhanced safety measures. Studies have thoroughly demonstrated the safety benefits yielded from high visibility crosswalks. By implementing branded crosswalks and street art, Alvin will increase awareness of these crossings, reducing the likelihood of accidents and ensuring safer passage for students and other pedestrians.

This type of project has been done all around the country, local examples include the painted intersections outside of Sneed Elementary School, in Houston's Westchase neighborhood. Materials like paint used for the initial prototype of this project can be updated as need for future iterations in the case there is longer lasting and more cost effective paint.

RELEVANT FUNDING OPPORTUNITIES

- + National Endowment of the Arts (NEA) - Our Town
- + National Endowment of the Art (NEA) - Rural
- + Safe Streets for All (SSFA) Demonstration Grant
- + Safe Routes to School – H-GAC

IMPLEMENTATION PARTNERS

- + Alvin Independent School District
- + City of Alvin
- + Neighboring residents

➤ Commission artists to paint murals on existing downtown buildings and electric boxes

PROJECT COST: \$

TIMEFRAME: Immediate - 1 year



City Beautification



Existing street view of Gordon Street, heading south.

EXISTING CONDITIONS

- Several existing murals on brick buildings downtown are well loved
- Plenty of blank building surfaces inviting more colorful expression

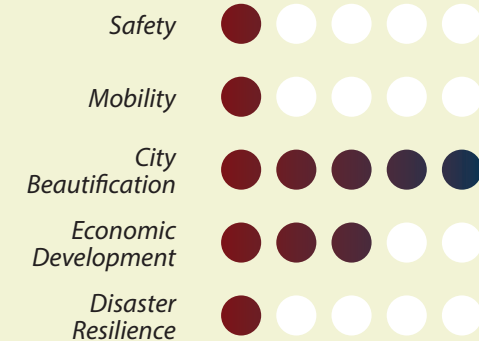
PROPOSED IMPROVEMENTS

- Commissioning artists to create more murals throughout downtown area
- See rendering of other proposed recommendations on following page

Purpose

This project will enhance Alvin's cultural and aesthetic appeal by expanding mural installations in the downtown area, fostering economic development through vibrant community spaces, and boosting local businesses, tourism, and community pride. Specifically here on Gordon Street, also known as State Highway 35 is a TxDOT owned major roadway.

NEED

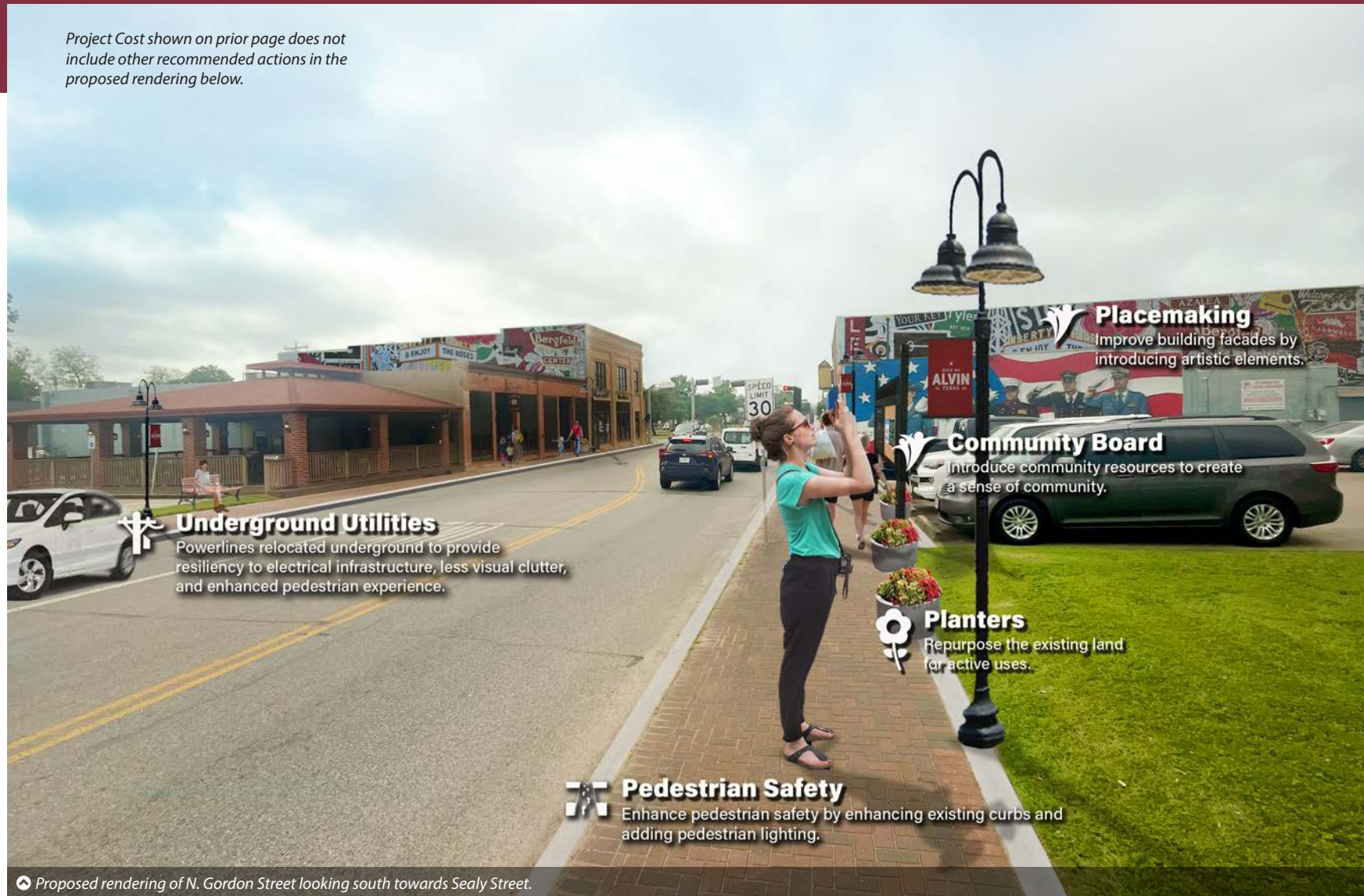


➤ Commission artists to paint murals on existing downtown buildings and electric boxes



City Beautification

Project Cost shown on prior page does not include other recommended actions in the proposed rendering below.



➤ Proposed rendering of N. Gordon Street looking south towards Sealy Street.

➤ Commission artists to paint murals on existing downtown buildings and electric boxes

PROJECT COST: \$

TIMEFRAME: Immediate - 1 year



City Beautification

Desired Outcome: Appealing First Impression

The commissioning of artists to paint murals on existing downtown buildings and electric boxes represents an intentional effort towards enhancing the city's cultural and aesthetic appeal, which will foster economic development through the creation of vibrant community spaces. Alvin's downtown area already boasts several murals on historic brick buildings, which have become cultural landmarks within the City. This project aims to duplicate and expand the cultural benefit Alvin's murals have created.

City beautification lies at the heart of this project, as these artistic installations will transform urban spaces into visually engaging environments. The murals not only enhance the attractiveness of downtown Alvin but also create a sense of place and identity that residents can take pride in. This beautification effort contributes to a more vibrant and livable community, encouraging civic engagement and enhancing overall quality of life.

Moreover, the economic benefits of this project are not insignificant. Beautified downtown areas are more attractive to businesses, tourists, and potential investors. The presence of murals can stimulate foot traffic, boost local businesses, and contribute to a thriving cultural tourism industry. As a result, the project has the potential to generate economic growth, create job opportunities for local artists, and support small businesses in the downtown area.

Finally, murals serve as powerful placemaking elements, fostering community pride and social cohesion. They provide opportunities for storytelling and cultural expression, reflecting Alvin's diverse heritage and fostering connections between residents and visitors. By activating public spaces with art, the project encourages interaction and engagement, turning downtown into a dynamic hub of creativity and cultural exchange.

RELEVANT FUNDING OPPORTUNITIES

- + National Endowment of the Arts (NEA) - Our Town
- + National Endowment of the Arts (NEA) - Rural

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Alvin-Manvel Area Chamber of Commerce
- + Keep Alvin Beautiful
- + Downtown Area Business Owners

➤ Organize street closing pilot program to encourage local markets, vendors, and businesses

PROJECT COST: \$

TIMEFRAME: Immediate - 1 year



Economic
Development



EXISTING CONDITIONS

- Alvin is home to many small businesses that are well received during community events, such as Frontier Day
- Many local farmers in area and vendors willing to participate

PROPOSED IMPROVEMENTS

- Creating a pilot program that would temporarily close a street to create a space for a local market to feature local businesses

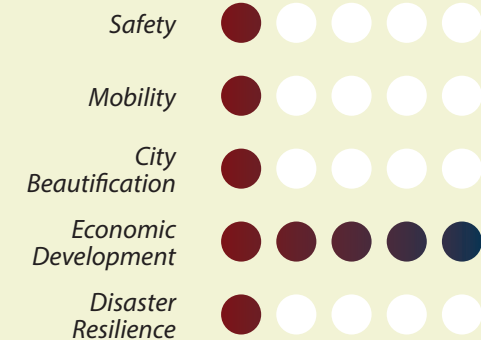


📍 Busy Local Market During Frontier Day, 2024

Purpose

The purpose and need for organizing a street closing pilot program along Sidnor/Sealy is driven by the goals of fostering economic development, enhancing placemaking, and building on the success of past and existing community events. This location, near Alvin's historic downtown and adjacent to National Oak Park, is a prime spot for providing a vibrant community space.

NEED



➤ Organize street closing pilot program to encourage local markets, vendors, and businesses

PROJECT COST: \$

TIMEFRAME: Immediate - 1 year



Economic
Development

Desired Outcome: Expanding Alvin's Local Charm

The organizing of street closing pilot program along Sidnor/Sealy aims to foster the goals of fostering economic development, enhance placemaking, and building on the success of past and existing community events. This location, near Alvin's historic downtown and adjacent to National Oak Park, is a prime spot for attracting small business developments and providing a vibrant community space.

Economic development and tourism are key benefits and reasons for this project. By creating a dedicated space for local markets, vendors, and businesses, the program aims to boost local commerce and support small enterprises. This initiative will provide a platform for entrepreneurs to showcase their products and services, driving economic growth and increasing the visibility of small businesses in Alvin.

The success of Frontier Day, a historic event in Alvin that brings together a local market of vendors, underscores the potential of this street closing program. Frontier Day has proven to be a popular and successful event, drawing crowds and fostering a sense of community. Mirroring this opportunity, the street closing pilot program will create a similar atmosphere, encouraging community engagement and providing a regular venue for local commerce. This project will help connect the community and create bonds between residents that strengthen community cohesion. A scheduled street closing program could help attract more of these surrounding community's visitors, creating a financial incentive to the program as well.

Additionally, this project presents a placemaking opportunity for Alvin. By temporarily closing streets to vehicle traffic and transforming them into pedestrian-friendly areas, the city can create dynamic and engaging public spaces. These spaces will not only support local businesses but also enhance the community's social fabric, making Alvin a more attractive and enjoyable place to live and visit.

RELEVANT FUNDING OPPORTUNITIES

- + National Endowment of the Arts (NEA) - Our Town
- + Local Parks Grants -- Texas Parks & Wildlife Department
- + Farmers Market Promotion Program | Agricultural Marketing Service (usda.gov)

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Alvin-Manvel Area Chamber of Commerce
- + TxDOT
- + Brazoria County

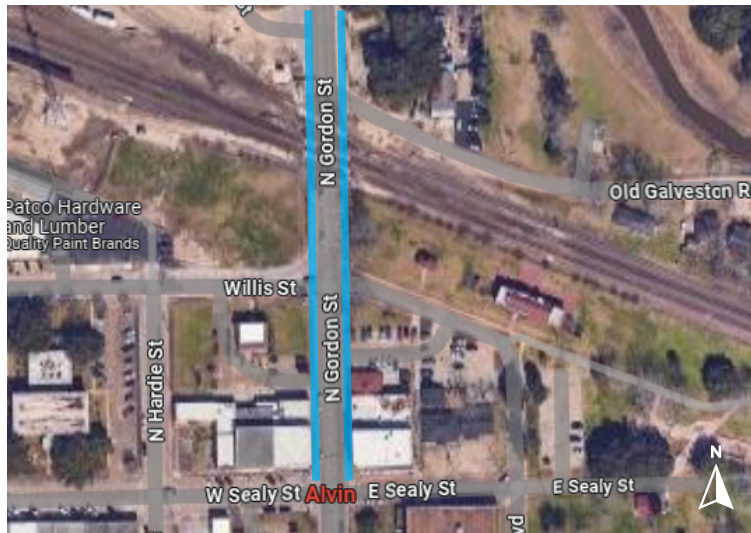
➤ Install sidewalks along Gordon Street

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (1 - 4 years)



Mobility Focus



EXISTING CONDITIONS

- High speed vehicular traffic
- Inadequate pedestrian infrastructure
- Gaps in sidewalk network

PROPOSED IMPROVEMENTS

- Build 6' sidewalk across both sides of road
- Build a safer railroad crossing
- Landscaping improvements
- See rendering of other proposed recommendations on following page



Purpose

This project will enhance safety, connectivity, and the aesthetic appeal of Gordon Street by adding continuous sidewalks and improving crossing points over train tracks, benefiting pedestrians, cyclists, and drivers. The rendering on the following page shows installed sidewalks along Gordon Street in addition to other recommendations.

NEED

Safety	●	●	●	●	●
Mobility	●	●	●	●	●
City Beautification	●	●	●	●	●
Economic Development	●	●	●	●	●
Disaster Resilience	●	●	●	●	●

► Install sidewalks along Gordon Street

Project Cost shown on prior page does not include other recommended actions in the proposed rendering below.



Mobility Focus



➤ Install sidewalks along Gordon Street

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (1 - 4 years)



Mobility Focus

Desired Outcome: A Complete Gordon Street

Gordon Street, a significant north-south corridor, serves as a vital gateway to the city. However, the existing infrastructure, characterized by limited sidewalks and gaps in pedestrian pathways, creates accessibility challenges. This is particularly evident at the train tracks that intersect this busy thoroughfare, posing significant risks for pedestrians.

By adding continuous sidewalks, the project aims to provide safer and more reliable crossing points over these train tracks, reducing the risk of accidents. This improvement will not only make the area safer for pedestrians but also foster better connectivity within the city. Gordon Street links residential areas with key commercial and recreational facilities, making it an essential artery for ensuring seamless north-south pedestrian movement.

As a prominent entrance to Alvin, the aesthetic and functional enhancement of Gordon Street will shape visitors' first impressions. Well-maintained sidewalks, complemented by greenery and adequate lighting, will create a welcoming atmosphere for both residents and visitors. This project also supports the local economy by attracting more foot traffic to businesses along Gordon Street, such as the popular Gordon Street Tavern. Improved pedestrian infrastructure will encourage more walking, reduce traffic congestion, and promote healthier lifestyles, all of which contribute to the vibrancy and economic development of downtown Alvin.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC
- + BNSF Railway

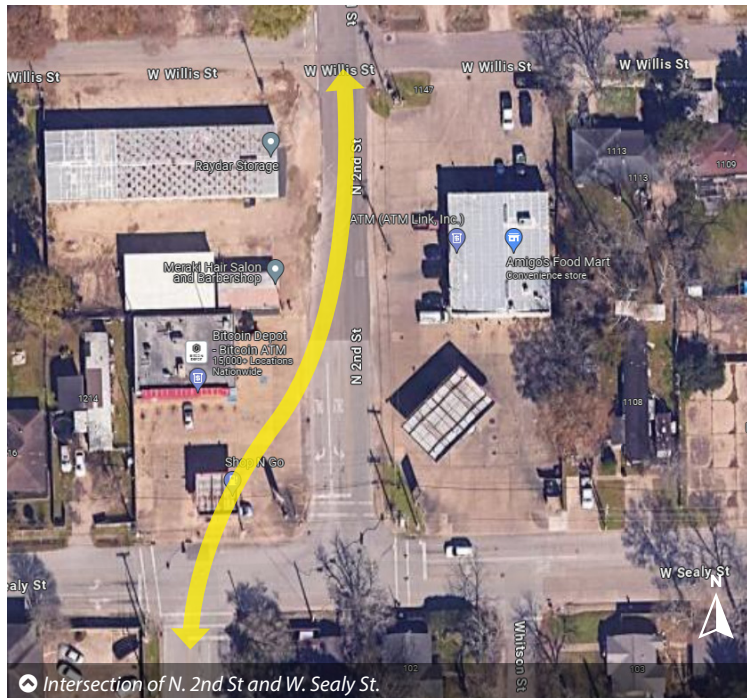
➤ Realign 2nd Street between Willis and Sealy to improve safety and access for vehicles and pedestrians

PROJECT COST: \$\$\$

TIMEFRAME: Medium Term (5-9 years)



Safety Focus



EXISTING CONDITIONS

- Constrained intersection vehicular flow
- Traffic congestion
- Missing sidewalks
- Insufficient streetlights
- Open ditch on the eastern side of 2nd Street

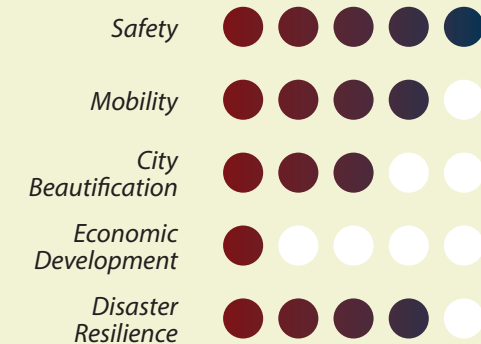
PROPOSED IMPROVEMENTS

- Reconstruct and realign roadway to provide safer mobility through corridor
- Install 6' wide sidewalk on both sides of street
- Install streetlights (use existing utility poles)
- See proposed rendering from orthographic and street view on following page

Purpose

This project will enhance safety, improve access, and beautify the area by realigning the roadway at the intersection of N. 2nd St and W. Sealy St from a hazardous T-intersection into a safer S-curve, benefiting all road users and promoting community development.

NEED



➤ Realign 2nd Street between Willis and Sealy to improve safety and access for vehicles and pedestrians

PROJECT COST: \$\$\$

TIMEFRAME: Medium Term (5-9 years)



Safety Focus



➤ Proposed rendering of Intersection of S. 2nd St and W. Sealy St

Recommendations

Realignment of the offset intersection

To address the lack of visibility, sidewalk infrastructure, traffic congestion, and turn-around ability of the existing residential property's garage, the project team recommends that the roadway be realigned to connect the incoming north-south traffic.

Potential Right of Way Acquisition

On page 77, the existing intersection's right of way (ROW) is re-imagined and realigned in a graphic rendering. The existing conditions' bird's eye view is set next to the potential roadway alignment. The two pictures on page 75 show the existing street view heading south on 2nd Street along with the potential improvements in the acquired space.

➤ Realign 2nd Street between Willis and Sealy to improve safety and access for vehicles and pedestrians



Safety Focus

Project Cost shown on prior page does not include other recommended actions in the proposed rendering below.



➤ Proposed rendering of S. 2nd Street looking south towards W. Sealy Street.

➤ Realign 2nd Street between Willis and Sealy to improve safety and access for vehicles and pedestrians

PROJECT COST: \$\$\$

TIMEFRAME: Medium Term (5-9 years)



Safety Focus

Desired Outcome: Free Flowing 2nd Street

The realignment of the roadway at the intersection of N. 2nd St and W. Sealy St aims to enhance safety, improve access, and beautify the area. Currently, the T-intersection configuration, ending with an active residential driveway, creates hazardous conditions. In able to turn this vision into reality, the City of Alvin will need to work with existing landowners of the tracts of land west of 2nd Street.

The proposed realignment into an S-curve road will mitigate these risks by eliminating the problematic T-intersection and providing a smoother, more predictable traffic flow. This change will significantly enhance safety for all road users, reducing the potential for accidents caused by vehicles reversing into active traffic lanes. Additionally, pedestrians and bicyclists will benefit from a safer, more navigable environment, encouraging more foot and bike traffic in the area. Furthermore, the realignment is expected to yield travel time savings by streamlining traffic movement and reducing congestion at the intersection.

Beyond safety and efficiency, the project also includes beautification elements that will enhance the area's visual appeal. Landscaping, improved signage, and aesthetically pleasing design features will transform the intersection into a welcoming space, contributing to the community's overall charm and attractiveness. The realignment will not only enhance day-to-day accessibility but also contribute to long-term community development, fostering a safer, more connected, and visually appealing neighborhood.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
(RAISE requires larger, more comprehensive projects than this project alone is providing. To access RAISE funds, it is recommended to bundle 'L2. Stripe Buffered Bike Lane Along 2nd Street', 'L4. Add Railroad Crossing Signs and Pavement Markings at 2nd Street', and 'L5. Realign Roadway to Improve Safety and Access for Vehicles and Pedestrians' together under a single RAISE application)
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Neighboring businesses and residents
- + TxDOT

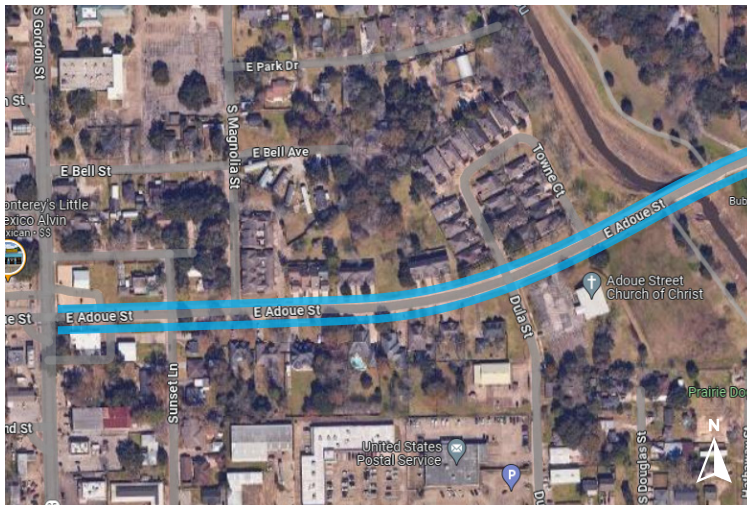
➤ Install Sidewalks Along Adoue (East, Gordon - Alvin Mustang Trail)

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus



EXISTING CONDITIONS

- Fragmented and incomplete sidewalk network
- Existing sidewalks are 4' wide

PROPOSED IMPROVEMENTS

- Build 6' sidewalk across both sides of road

Purpose

This project will facilitate safer and more convenient pedestrian travel by completing the sidewalk network along Adoue Street between Gordon Street and Mustang Trail, providing direct connectivity to the Trail, promoting healthier lifestyles, and improving the neighborhood's pedestrian mobility.

NEED

Safety	●	●	●	●	●
Mobility	●	●	●	●	●
City Beautification	●	●	●	●	●
Economic Development	●	●	●	●	●
Disaster Resilience	●	●	●	●	●



East Adoue Street Existing Conditions

► Install Sidewalks Along Adoue (East, Gordon - Alvin Mustang Trail)

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Complete Sidewalks from Alvin Mustang Trail to Adoue Street

The new sidewalks will facilitate easier and more convenient pedestrian travel, making it possible for residents to access the Mustang Trail safely. This connectivity will encourage more walking and recreational activities, promoting healthier lifestyles and greater use of local amenities. By completing the sidewalk network along Adoue Street, Alvin will bridge existing gaps, ensuring residents have uninterrupted access to safe pedestrian routes. In addition to these functional benefits, the installation of sidewalks contributes to the neighborhood's aesthetic appeal. Well-maintained sidewalks can enhance the visual attractiveness of the area, making it more inviting for both residents and visitors.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

➤ Install pedestrian-scale lighting within and near National Oak Park

PROJECT COST: \$\$

TIMEFRAME: Short Term (1-2 Years)



Safety Focus



EXISTING CONDITIONS

- Limited lighting at night and early morning
- Perceived lack of safety

PROPOSED IMPROVEMENTS

- Install additional pedestrian lights throughout park

Purpose

This project aims to establish a safe pedestrian environment in and near National Oak Park by installing adequate lighting, enhancing visibility, and promoting physical activity and community engagement during morning and evening hours.

NEED

Safety	●	●	●	○	○
Mobility	●	○	○	○	○
City Beautification	●	●	○	○	○
Economic Development	●	○	○	○	○
Disaster Resilience	●	○	○	○	○



📍 National Oak Park Existing Conditions

➤ Install pedestrian-scale lighting within and near National Oak Park

PROJECT COST: \$\$

TIMEFRAME: Short Term (1-2 Years)



Safety

Desired Outcome: National Oak Park For Evening Strolls

The installation of pedestrian-scale lighting within and near National Oak Park will help to establish a safe pedestrian environment within and near the park during the morning and evening times. Repeatedly, the community has voiced their desire to establish adequate lighting within the area. This concern was further emphasized by numerous attendees at the second pop-up public event during Frontier's Day, where individuals elaborated on the need for better lighting.

Improving safety is the primary objective of this project. Pedestrian-scale lighting will enhance visibility for park users during evening and early morning hours, reducing the risk of accidents for pedestrians, runners, and bikers. In the first and second round of public engagement, citizens voiced their desire to go running in the park but cited the darkness as a deterrent to the activity.

This enhanced lighting will encourage more frequent use of the park during early morning and evening hours, promoting physical activity and community engagement. It will also make pathways and amenities more navigable, especially for elderly residents and those with mobility challenges. The installation of pedestrian-scale lighting will not only increase safety and accessibility but also contribute to the park's overall appeal, making it a more attractive and enjoyable destination for all.

RELEVANT FUNDING OPPORTUNITIES

- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Local Parks Grants -- Texas Parks & Wildlife Department

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Keep Alvin Beautiful
- + Brazoria County
- + H-GAC
- + Texas Parks & Wildlife

➤ Fund clean up of debris and garbage in streets

PROJECT COST: \$

TIMEFRAME: Short Term (<1 Year)



City Beautification



EXISTING CONDITIONS

- Current street cleaning process is inconsistent
- Debris often obstructs sidewalks, rendering them inaccessible

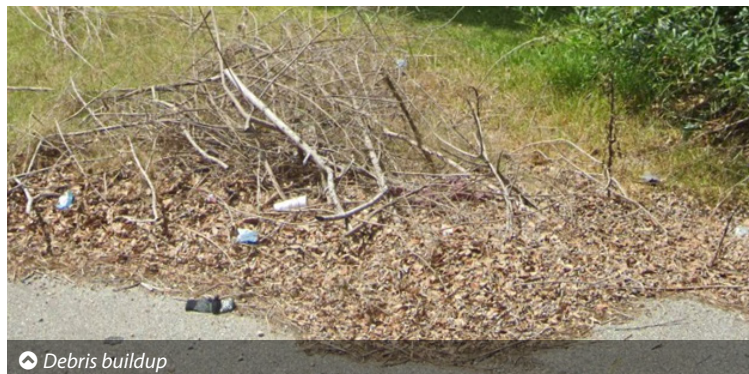
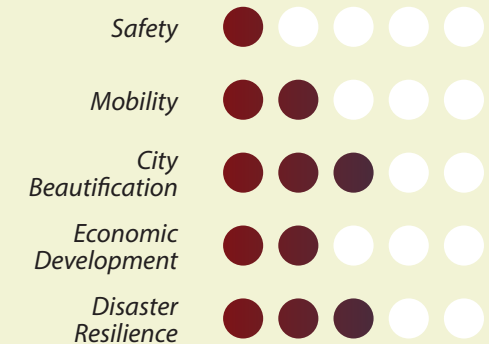
PROPOSED IMPROVEMENTS

- Implement a consistent street cleaning program

Purpose

This project will enhance economic development, quality of life, street safety, and public health in Alvin through a consistent street cleaning program, creating a cleaner, safer, and more inviting urban environment that benefits all residents.

NEED



Debris buildup

► Fund additional clean up of debris and garbage in streets

PROJECT COST: \$

TIMEFRAME: Short Term (<1 Year)



City Beautification

Desired Outcome: Clean Roads and Sidewalks

The presence of debris and garbage in residential areas detracts from the overall quality of life for residents. Clean streets and sidewalks provide a sense of pride and ownership within the community. Though the City has a standard residential & commercial garbage collection process, along with a “Report a Garbage Issue to Texas Pride” web page on the City’s website. It is recommended that additional funding and efforts be spent on advertising such reporting tools. Existing, The Great Alvin Clean Up is a community event that occurs twice a year. It is recommended that the City use events such as this to further advertise reporting of garbage and debris issues.

A well-maintained city is a powerful attraction for businesses and new residents. Beautification efforts, such as the cleanup of debris and garbage, significantly enhance the aesthetic appeal of urban environments, making them more inviting and vibrant. This, in turn, fosters economic development by drawing in investors and entrepreneurs who see the value in a well-cared-for community. An appealing urban landscape can also boost property values and encourage further investment in local infrastructure, contributing to the overall economic vitality of the city.

Safety is a paramount concern for any community. Obstructed sidewalks and streets pose significant hazards to pedestrians, including children, the elderly, and individuals with disabilities. Through removing debris and ensuring clear pathways, the City of Alvin will have safer streets. Clean streets reduce the risk of accidents and injuries caused by tripping over or navigating around obstacles. This project ensures that all community members can move about freely and safely, whether they are walking to school, work, or leisure activities.

Furthermore, the accumulation of debris and litter is a public health concern. Improperly disposed materials can contaminate water sources and negatively impact the environment. The cleanup of Alvin’s streets demonstrates a proactive step towards safeguarding public health.

RELEVANT FUNDING OPPORTUNITIES

- + H-GAC (Houston Galveston Area Council) Solid Waste Grant
- + Keep Texas Beautiful
- + Keep America Beautiful Community Grants
- + TERP (Texas Emissions Reduction Plan) Grant Programs - Texas Commission on Environmental Quality

IMPLEMENTATION PARTNERS

- + City of Alvin
- + The Great Alvin Clean Up
- + Keep Alvin Beautiful
- + H-GAC

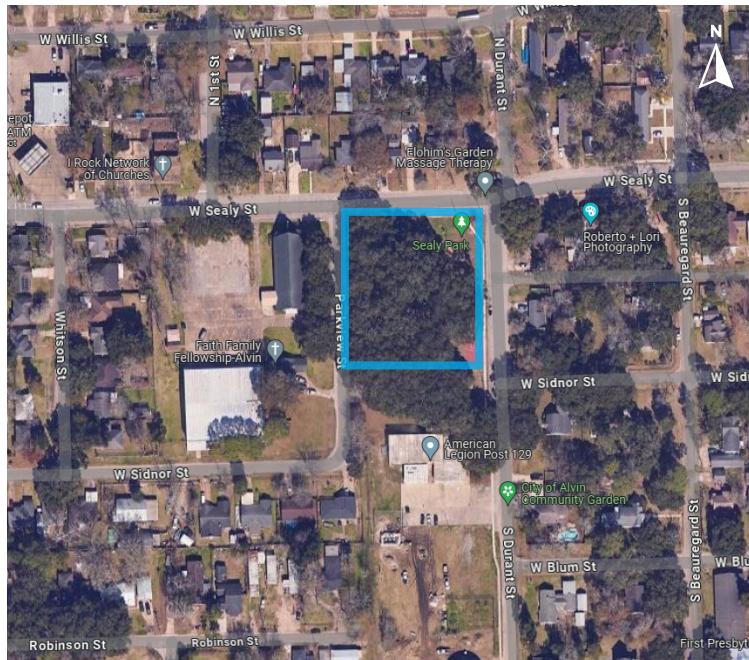
➤ Install sidewalks along Sealy Park

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (1-4 Years)



Mobility Focus



📍 Parkview Drive Outside Sealy Park Existing Conditions

EXISTING CONDITIONS

- Fragmented and incomplete sidewalk network
- Existing sidewalks are 4' wide

PROPOSED IMPROVEMENTS

- Build 6' sidewalk across both sides of road, connecting to park

Purpose

This project will enhance pedestrian safety and promote inclusivity by adding sidewalks to the southwestern side of Sealy Park, providing a designated pathway for families, elderly residents, and individuals with disabilities, while encouraging walking and reducing traffic congestion in the area.

NEED

Safety	●	●	●	○	○
Mobility	●	●	●	●	○
City Beautification	●	●	○	○	○
Economic Development	●	○	○	○	○
Disaster Resilience	●	○	○	○	○

► Install sidewalks along Sealy Park

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (1-4 Years)



Mobility Focus

Desired Outcome: Expanded Access to Sealy Park

Sealy Park, in the heart of the city, is within a 15-minute walk from most of the city. Despite this, the southwestern side of the park currently lacks sidewalks, and has a ditch along the entire length of Parkview Street. For pedestrians to access the park from the southwestern side, they would likely have to either walk on the street or through unpaved areas and all the way to W. Sealy Street for the closest sidewalk access. This existing layout also poses safety risks and restricts access to those with mobility limitations.

Adding sidewalks will improve pedestrian safety by providing a designated and safe pathway for individuals walking to and from the park. This is particularly crucial for families with children, elderly residents, and individuals with disabilities are challenged and restricted from navigating the uneven terrain currently present. Additionally, improving pedestrian infrastructure will encourage more people to walk rather than drive, contributing to a healthier lifestyle and reducing traffic congestion in the area.

Equitable access to recreational facilities is a key component of community development. By ensuring that all residents, regardless of their physical abilities, can easily and safely access Sealy Park, Alvin is promoting inclusivity and equal opportunity for recreation and leisure activities.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

➤ Install sidewalks along 2nd Street

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (1-4 Years)



Mobility Focus

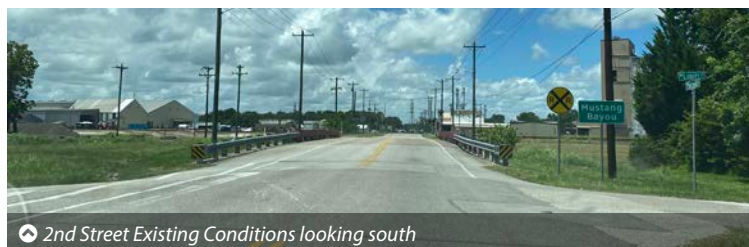


EXISTING CONDITIONS

- Fragmented and incomplete sidewalk network (eastern sidewalk completely missing)
- Vast vehicle movement combined with high crash rate results in unsafe pedestrian environment

PROPOSED IMPROVEMENTS

- Build 6' sidewalk across both sides of road



➤ 2nd Street Existing Conditions looking south

Purpose

This project will enhance pedestrian safety and promote inclusivity by adding sidewalks to the southwestern side of Sealy Park, providing a designated pathway for families, elderly residents, and individuals with disabilities, while encouraging walking and reducing traffic congestion in the area.

NEED

Safety	●	●	●	●	●
Mobility	●	●	●	●	●
City Beautification	●	●	●	●	●
Economic Development	●	●	●	●	●
Disaster Resilience	●	●	●	●	●

➤ Install sidewalks along 2nd Street

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (1-4 Years)



Mobility Focus

Desired Outcome: Safer Walking and Biking Conditions

The existing sidewalk on the western side of 2nd Street is not only narrow but also in poor condition, which poses significant challenges for the many pedestrians who use this route daily. This is particularly concerning given the high pedestrian traffic, which includes students, families, and residents accessing local businesses and amenities.

Adding a new sidewalk along the eastern side of 2nd Street will alleviate congestion on the existing sidewalks and provide ample space for pedestrians to walk safely and comfortably. This improvement will reduce the risk of accidents and injuries by ensuring that pedestrians do not have to walk on the street, especially in areas where the current sidewalk is inadequate. This is especially relevant considering 2nd Street's high Annual Average Daily Traffic (over 7,000 in some segments), as the high volume of automotive traffic bears additional merit for pedestrian safety.

Improving the sidewalk infrastructure will also enhance mobility for all residents, including those with disabilities, elderly individuals, and families with young children. This is especially important for ensuring equitable access to key points of interest along 2nd Street, such as local shops, restaurants, and community services.

In addition, this project supports the city's broader goals of urban beautification and infrastructure development. Upgrading and expanding the sidewalk network will not only enhance the aesthetic appeal of 2nd Street but also encourage more pedestrian activity, which can have positive economic impacts by increasing foot traffic to local businesses.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC
- + BNSF Railway

➤ Add railroad crossing signs and advanced pavement markings at 2nd Street

PROJECT COST: \$\$

TIMEFRAME: Short Term (1-2 Years)



Safety Focus



EXISTING CONDITIONS

- No signage currently exists to warn of railway crossing
- Existing pavement within the crossing, no advanced pavement markings
- Multiple crashes recorded in this area

PROPOSED IMPROVEMENTS

- Install additional signage warning and advanced pavement markings for Railroad Crossing

Purpose

This project will enhance safety for vehicles and pedestrians by adding railroad crossing signs and advanced pavement markings at 2nd Street, providing clear notifications of approaching crossings and reducing the high crash rate on this heavily trafficked corridor.

NEED

Safety	●	●	●	●	●
Mobility	●	●	●	●	●
City Beautification	●	●	●	●	●
Economic Development	●	●	●	●	●
Disaster Resilience	●	●	●	●	●

➤ Add railroad crossing signs and advanced pavement markings at 2nd Street

PROJECT COST: \$\$

TIMEFRAME: Short Term (1-2 Years)



Safety Focus

Desired Outcome: Advanced Warnings of Railroad Crossing

The installation of railroad crossing signs and pavement markings at 2nd Street is crucial for improving safety measures for both vehicular traffic and pedestrians. This absence of additional signage poses significant risks, particularly in a high-traffic street with a high crash rate over the last five years. Factoring in the streets average annual daily traffic of 6711 trips with the 56 crashes occurring along the 2nd street corridor, the crash rate for 2nd Street is more than double the statewide average (512 vs 214 crashes per 100 million vehicle miles)¹.

Implementing advanced warning signs and pavement markings will significantly enhance awareness for drivers and pedestrians, providing clear and early notifications of the approaching railroad crossings. This increased visibility is a significant deterrent for accidents and ensures that all road users can navigate these crossings in a safer manner.

By addressing the current lack of advanced warnings, the city can reduce the risk of accidents and ensure a safer environment for all its residents and visitors.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
(RAISE requires larger, more comprehensive projects than this project alone is providing. To access RAISE funds, it is recommended to bundle 'L2. Stripe Buffered Bike Lane Along 2nd Street,' 'L4. Add Railroad Crossing Signs and Pavement Markings at 2nd Street,' and 'L5. Realign Roadway to Improve Safety and Access for Vehicles and Pedestrians' together under a single RAISE application)
- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC
- + BNSF Railway

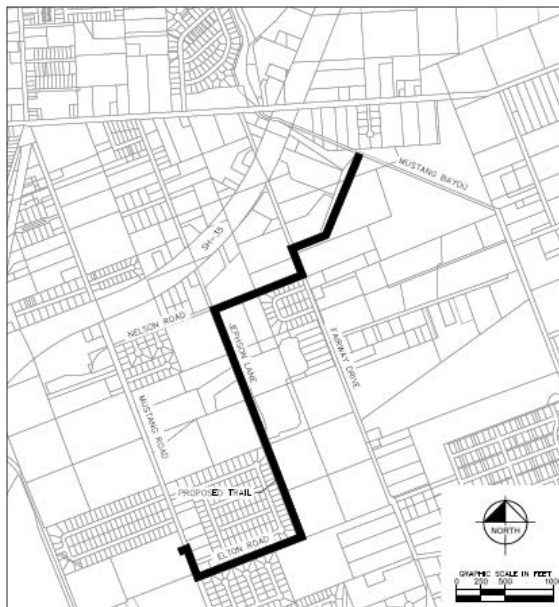
¹Statewide Traffic Crash Rates ([txdot.gov](https://www.txdot.gov/appendix-c/crash-rate-calculations)) Appendix C: Crash Rate Calculations | FHWA ([dot.gov](https://www.fhwa.gov/))

► Prior City of Alvin Trails Planning Projects

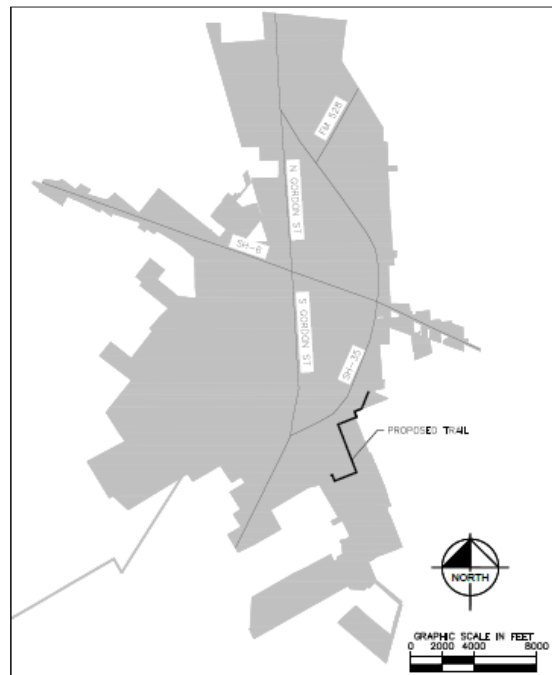
The prior project below were developed by the City of Alvin prior to the Alvin Livable Centers Study.

Tom Blakeney Jr. Hike and Bike Trail Phase III

This trails expansion plan was approved by Alvin's City Council in 2022. The proposed plan will connect existing trails along the Mustang Bayou into key residential neighborhoods and the Alvin Community College. Even though this project is outside the Alvin Livable Centers Study, it is in alignment with the Call to Action item: ***Start planning for future connections to parks and schools, improving access to the places of interest.***



☛ The two maps shown on this page show the location of the proposed Tom Blakeney Jr. Hike and Bike Trail Phase III.



RELEVANT FUNDING OPPORTUNITIES

- + It is recommended that the City of Alvin continue coordinating with Brazoria County TxDOT office partners to be involved in any future projects that may be able to take into consideration the City's planned trails.

IMPLEMENTATION PARTNERS

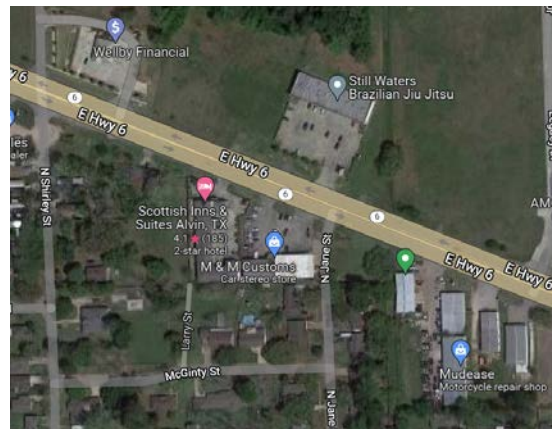
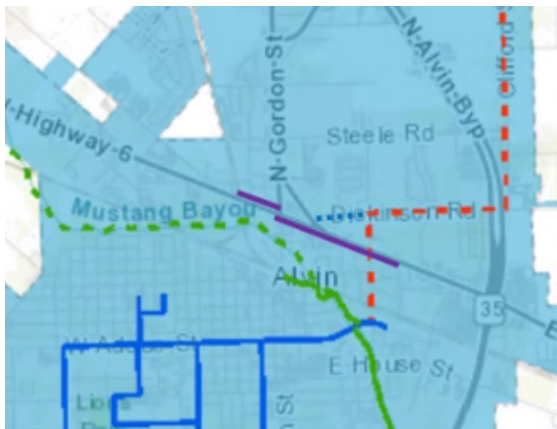
- + City of Alvin
- + Brazoria County
- + TxDOT
- + H-GAC

► Prior City of Alvin Trails Planning Projects

The prior project below were developed by the City of Alvin prior to the Alvin Livable Centers Study.

Highway 6 On-Street Pathway Expansion

In September 2022, TXDOT requested a resolution supporting an on-street pathway from Jane Street to Ruben Adame Park, indicated in purple segment in the map below. City of Alvin presented this item to the Park Board, whom at the time felt this was an unplanned and unanticipated project and focus on design of Phase III hike and bike trail was paramount. Ultimately this did not move forward to City Council to consider a resolution of support. Existing, this project is located within the Alvin Livable Centers Study, it is in alignment with the Call to Action item: **Start planning for future connections to parks and schools, improving access to the places of interest.** In addition, this project would be beneficial to be implemented along with other prioritized projects, including: Install Sidewalks along Gordon Street and the associated recommendations.



RELEVANT FUNDING OPPORTUNITIES

- + It is recommended that the City of Alvin continue coordinating with Brazoria County TxDOT office partners to be involved in any future projects that may be able to take into consideration the City's planned trails.

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

➤ Organize Process for Requesting and Responding to Streetlights

PROJECT COST: \$

TIMEFRAME: Short Term (< 1 Year)



Safety Focus

Desired Outcome: Adequate Lighting of Streets

The primary benefit derived from this project is safety, as ensuring adequate lighting during the night, will enhance safety for pedestrians, as well as for automobiles. Furthermore, a well-lit city creates a secure and welcoming environment for all. Finally, adequate lighting enhances natural surveillance by residents, law enforcement, and passersby, which can discourage criminal behavior, helping this project uphold public safety and enhance the quality of life in Alvin's community. By organizing a process for requesting and responding to streetlight maintenance, Alvin helps to address this issue proactively. Ensuring that streetlights are promptly repaired will help maintain a well-kept and orderly environment, deterring criminal behavior and promoting a sense of community pride and vigilance.

RELEVANT FUNDING OPPORTUNITIES

- + Outside funding not available or needed. This will require intragovernmental coordination, general planning or capital improvement plan funding, and communication with Texas-New Mexico Power Company and residents.

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Texas-New Mexico Power Company
- + Neighborhood Residents

➤ Apply for FEMA Grants to Fund Disaster Relief and Emergency Preparedness Projects

PROJECT COST: \$\$\$

TIMEFRAME: Short Term (< 1 Year)



Disaster Resilience

Desired Outcome: Community Resiliency

The eastern part of Alvin, historically prone to significant flooding, has been impacted through multiple natural disasters over the last decade, affecting its residents and local infrastructure. This area, with two of the City's disadvantaged census tracts as identified by the US Council on Environmental Quality, has faced overwhelming challenges, particularly following the devastation caused by Hurricane Harvey in 2017. The financial impact of Harvey alone was staggering, with total FEMA claims amounting to over \$15,000,000, including \$3,060,806 for contents and \$12,127,519 for building claims. This catastrophic event demonstrated the vulnerability of Alvin to severe weather events and the need for substantial disaster preparedness and mitigation efforts.

In the years after Hurricane Harvey, Alvin continued to experience natural disasters, notably Tropical Storm Imelda in 2019, Hurricane Laura, and Tropical Storms Hanna and Marco in 2020. These storms collectively resulted in significant financial burdens, with claims reaching \$92,402 and \$13,722, respectively. In addition, with the recent Tropical Storm Beryl in 2024, such recurring events highlight a pattern of escalating risks and underscore the urgent necessity for disaster relief measures.

The frequency and intensity of these flooding events necessitate the acquisition of FEMA grants to fund disaster relief and emergency preparedness projects. These grants are essential in mitigating damage, enhancing the resilience of local infrastructure, and ensuring the safety and well-being of Alvin's residents. By securing FEMA funding, the city can implement comprehensive flood control measures, improve drainage systems, and develop effective emergency response strategies. These initiatives are crucial in reducing the immediate and long-term impacts of natural disasters on the community.

RELEVANT FUNDING OPPORTUNITIES

- + Emergency Management Performance Grant | FEMA.gov
- + Emergency Management Baseline Assessment Grant Program | FEMA.gov
- + Flood Mitigation Assistance Grant Program | FEMA.gov
- + Building Resilient Infrastructure and Communities (BRIC)

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Brazoria County
- + Texas Division of Emergency Management
- + FEMA

➤ Identify Additional Evacuation Routes

PROJECT COST: \$

TIMEFRAME: Short Term (< 1 Year)



Disaster Resilience

Desired Outcome: Secondary Evacuation Route

Almost 74% of all properties in Brazoria County are at risk of flooding over the next 30 years. Most of the flooding occurs in areas that were developed before current knowledge of flood risks and before regulations were in place to limit construction in flood-prone zones. The City of Alvin is no exception, as the region has experienced recurring flooding events that are exacerbated by existing conditions. One such challenge is the geographic barrier posed by Mustang Bayou, which is flood prone during natural disasters. This project aims to address these challenges by identifying and implementing additional evacuation routes to ensure the safety and resilience of the local population during emergencies.

Currently within Alvin, access to primary evacuation routes like Highway 6 and SH 35 is limited, especially from the eastern neighborhoods where direct connections are sparse. The natural barrier of Mustang Bayou creates additional limitations; during heavy rainfall, the bayou frequently overflows, cutting off access and isolating communities. Traffic congestion compounds these issues during evacuation orders. Residents, trying to reach safety via already constrained routes, face delays and bottlenecks at critical intersections. This congestion not only prolongs evacuation times but also increases the risk of accidents and breakdowns, further complicating emergency response efforts.

This is especially pertinent for vulnerable populations, including the elderly and those with disabilities, as they are particularly at risk. Limited access routes and traffic jams make it difficult for emergency services to reach and assist these residents promptly. This situation demonstrates the need for additional evacuation routes to ensure equitable access and timely evacuation for all residents during emergencies.

Furthermore, Alvin holds strategic regional significance as a hub connecting various suburban and rural communities within Brazoria County to the broader Houston metropolitan area. Highway 6 and SH 35 serve as vital conduits for regional commerce, transportation, and emergency response activities. Enhancing evacuation routes not only benefits Alvin but also strengthens the resilience of neighboring communities by improving overall evacuation efficiency and safety during natural disasters and emergencies.

RELEVANT FUNDING OPPORTUNITIES

- + Emergency Management Performance Grant | FEMA.gov;
- + Community Development Block Grant Mitigation Program

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Brazoria County
- + Texas Division of Emergency Management
- + FEMA

➤ Add Accessible Walking Route to Talmadge Park

PROJECT COST: \$\$\$

TIMEFRAME: Medium Term (5-9 Years)



Mobility Focus

Desired Outcome: Improved Access to Talmadge Park

The addition of an accessible walking route to Talmadge Park helps to foster an inclusive community where everyone, regardless of age or ability, can enjoy outdoor recreational activities. Accessible pathways ensure that elderly residents, individuals with disabilities, and those with limited mobility can safely and comfortably reach the park's amenities. Inclusive pathways not only promote physical health and well-being but also enhance social cohesion by providing a common space for community members to gather and interact. Moreover, accessible parks contribute to equity, offering all residents, including those from lower-income households, the opportunity to engage in leisure activities close to home.

Improving accessibility to Talmadge Park has significant equity implications, considering the social vulnerability for its nearby residents. There are 572 residents that live within a five-minute walk from the park, of which 18% of the individuals are 65 and older. These elderly individuals in particular need easier access to outdoor recreational spaces, as they do not have the flexible mobility needed to transverse ditches and obstacles. Additionally, 21% of the households within this catchment area have a resident with a disability, emphasizing the importance of creating an inclusive environment that accommodates all residents. Furthermore, 29% of the population in this area is below the poverty level, indicating that many residents may not have the means to travel to more distant recreational facilities. These social vulnerabilities demonstrate a real need to create access to the park, especially for those living within walking distance of the park.

In addition, adding this walking route will help improve safety for pedestrians. For example, in 2020, a pedestrian experienced suspected minor injury in a crash with a motor vehicle at the intersection of 6th St./Talmadge St., an intersection without sidewalks or crosswalks.

RELEVANT FUNDING OPPORTUNITIES

- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Recreational Trails Grants — Texas Parks & Wildlife Department
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation

IMPLEMENTATION PARTNERS

- + City of Alvin
- + H-GAC
- + TxDOT
- + Texas Parks and Wildlife Department

➤ Conduct Study to Advance Shared Use Path Along Sidnor/Sealy Between Sealy Park and National Oak Park

PROJECT COST: \$

TIMEFRAME: Short Term (1-2 Years)



Mobility Focus

Desired Outcome: Examine City Trail Feasibility

A proposed study to develop a shared-use path along Sidnor/Sealy, connecting Sealy Park to National Oak Park, would significantly enhance community connectivity, improve accessibility, and foster increased recreational opportunities for both cyclists and pedestrians. Currently, this section of E. Sealy Street features fragmented sidewalks along the northern and southern sides, creating discontinuities in the pedestrian network. Expanding the existing bike path from 2nd St. to National Oak Park will create a continuous shared use path, enhancing safety and convenience for cyclists and pedestrians traveling between these popular green spaces.

In addition to improving connectivity, the study could aim to address safety concerns and optimize traffic flow along this route. By conducting a thorough study, the project team can identify potential barriers, assess the feasibility of path expansion, and propose design enhancements that prioritize user safety and comfort. Furthermore, enhancing pedestrian and cyclist access between Sealy Park and National Oak Park will promote active lifestyles and recreational opportunities for residents and visitors alike.

This project is also aligned with beautification efforts in the community. Improving the streetscape with a well-designed shared use path, landscaping, and aesthetic enhancements will enhance the overall attractiveness of the area. It will create a more inviting environment that encourages outdoor activities and community interaction.

RELEVANT FUNDING OPPORTUNITIES

- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Recreational Trails Grants — Texas Parks & Wildlife Department

IMPLEMENTATION PARTNERS

- + City of Alvin
- + H-GAC
- + TxDOT
- + Texas Parks and Wildlife Department

➤ Add Walking Trail Near Sealy Park to Connect from Sidewalk to Amenities.

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Connected Sidewalk Network

The addition of a walking trail near Sealy Park, connecting sidewalks to park amenities, is crucial for improving accessibility and enhancing community engagement in Alvin. Installing small bridges over barriers will greatly enhance accessibility, ensuring that all residents can easily access and enjoy the park's amenities.

The project also addresses equity considerations highlighted by the social vulnerability of the population living in proximity to the park. Of the 257 households nearby, 54 include individuals with disabilities, emphasizing the need for accessible pathways. Additionally, eight households do not own a vehicle, relying heavily on pedestrian access. 50 households in the area are below the poverty level, underscoring the importance of providing accessible recreational opportunities close to home. Finally, 102 of the 719 people living within this catchment are aged 65 and older, representing a sizeable size of the population who require easy access to the park. This project would help ease access to recreational amenities for all of these at-risk individuals, sharing the benefits of the park with all who live nearby.

By implementing the walking trail, Alvin not only improves physical access but also promotes social inclusion and community well-being. This initiative aligns with long-term city planning goals to create connected and inclusive public spaces that enhance quality of life for all residents.

RELEVANT FUNDING OPPORTUNITIES

- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Recreational Trails Grants — Texas Parks & Wildlife Department

IMPLEMENTATION PARTNERS

- + City of Alvin
- + H-GAC
- + TxDOT
- + Texas Parks and Wildlife Department

► Add Sidewalks in Community Near Adame Park

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Increased Adame Park Attendance

The project to add sidewalks near Adame Park is essential for improving safety, mobility, and connectivity in a residential area currently lacking a viable pedestrian environment. Unlike other neighborhoods in the study area, the vicinity of Adame Park is almost entirely devoid of sidewalks, presenting significant challenges for pedestrians.

By addressing the current lack of sidewalks, the project will significantly improve the neighborhood's connectivity. Residents will have better access to Adame Park, fostering community engagement and increasing the use of the park's amenities. The sidewalks will also link different parts of the neighborhood, creating a cohesive and interconnected community. Gordon St. is one of the primary corridors into downtown, and without sidewalks residents currently are dependent on car to make the short trip.

RELEVANT FUNDING OPPORTUNITIES

- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Recreational Trails Grants — Texas Parks & Wildlife Department

IMPLEMENTATION PARTNERS

- + City of Alvin
- + H-GAC
- + TxDOT
- + Texas Parks and Wildlife Department

➤ Add an Accessible Walking Route to Adame Park

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Improved Accessibility to Adame Park

Currently, Adame Park's perimeter is lined with ditches, creating significant barriers to entry, which is only worsened during heavy rain seasons. These ditches present challenges for individuals with mobility concerns, limiting their ability to access and enjoy the park. The only directly accessible flat walking surface is the paved parking lot, but curb stops pose further limitations on accessibility.

This infrastructure will ensure that all individuals, including those with mobility challenges, can safely enter and navigate the park, reducing the potential for accidents and injuries. Accessible walking routes will provide a continuous, smooth path for everyone, including elderly residents, parents with strollers, and individuals using wheelchairs or other mobility aids. This will encourage more residents to visit and use Adame Park, promoting physical activity and social interaction. This project also would synergize with the project to build sidewalks in the surrounding community, as together these projects would provide a smooth mobility network to allow easy and equitable access to the park from the surrounding community.

RELEVANT FUNDING OPPORTUNITIES

- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + Recreational Trails Grants — Texas Parks & Wildlife Department

IMPLEMENTATION PARTNERS

- + City of Alvin
- + H-GAC
- + TxDOT
- + Texas Parks and Wildlife Department

➤ Add Placemaking Signage at City Gateway Along Gordon Street (SH 35)

PROJECT COST: \$\$

TIMEFRAME: Medium Term (5-9 Years)



City Beautification

Desired Outcome: Alvin City Branding at Major Corridor

There is a noticeable lack of signage and information about the locations of key destinations within the City, which prevents visitors from discovering many of the key locations within Alvin. Well-maintained communities that feature clear and informative signage not only enhance navigability but also reinforce city perception to businesses looking for a potential location. Signage helps in establishing a strong community brand and identity, making the area more recognizable and appealing. This project proposes adding wayfinding and monument signage to effectively address these issues, improving the overall experience for everyone navigating the city and contributing to a more vibrant and economically robust community.

RELEVANT FUNDING OPPORTUNITIES

- + National Endowment of the Arts (NEA) - Our Town
- + Local Parks Grants — Texas Parks & Wildlife Department

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

➤ Create a Facade Loan Program to Encourage New Small Businesses in the Downtown Area

PROJECT COST: \$\$

TIMEFRAME: Medium Term (5-9 Years)



Economic Development

Desired Outcome: Improved Facade of Downtown Buildings

The creation of a facade loan program would not only help to preserve historical architecture, but also provides the benefits of encouraging new small businesses in the downtown area and will enhance the overall aesthetic appeal of Alvin's downtown. The historical buildings in Alvin's downtown help define the cultural and distinct feel of Alvin's cultural beginnings. The facades of these buildings show the wear of their old age, detracting from the area's potential vibrancy and charm. The facade loan program can help property owners restore the buildings to their former appeal. As part of the facade improvement, building owners can add and rebuild roof awnings that extend over adjacent sidewalks. Awnings were once commonplace on many buildings in Downtown Alvin and can provide shade to pedestrians and mitigate heat along sidewalks.

Revitalizing the facades of historical buildings will not only preserve Alvin's architectural heritage but also create a more attractive and inviting environment for residents and visitors. Well-maintained and visually appealing buildings can significantly improve the perception of the downtown area, making it a more desirable destination for shopping, dining, and socializing.

Economic development is another critical aspect of this initiative. By offering facade loans and incentives, the city can motivate small business owners and entrepreneurs to invest in the downtown area. Enhanced building facades can attract new businesses, increase foot traffic, and stimulate economic activity. A vibrant downtown area can serve as a catalyst for broader economic growth, supporting local jobs and contributing to a thriving community.

RELEVANT FUNDING OPPORTUNITIES

- + Many loan programs are direct to the business. Accessing these funds will require working with local, State and Federal Small Business Administrations to develop Public Private Partnerships, which will allow access to these funds

ADDITIONAL RESOURCES

- + Bring Back Main Street Roundtable | H-GAC
- + Rural and Small-Town Downtown Revitalization Summit | H-GAC

IMPLEMENTATION PARTNERS

- + City of Alvin
- + Alvin-Manvel Area Chamber of Commerce
- + H-GAC

➤ Install Sidewalks Along Adoue (West)

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Expanded Sidewalk Network for Schools

Adoue Street is a significant thoroughfare in Alvin, and the lack of sidewalks presents a safety hazard for the high number of pedestrians, including school children, who use this route daily. The addition of sidewalks will improve safety by providing a designated walking space, reducing the risk of pedestrian-vehicle accidents. With over an average annual daily traffic (AADT) of over 4,000 cars driving along Adoue every day, creating a safe pedestrian environment is particularly relevant.

In terms of mobility, sidewalks will enhance connectivity within the community. Currently, pedestrians must walk on the street, which is unsafe and inconvenient. The existing conditions actively discourage individuals from walking. Sidewalks will provide a safe and accessible route for all pedestrians, including those with disabilities. Furthermore, providing sidewalks will ensure that all residents, regardless of age or ability, can safely navigate this area. This is particularly important given the proximity to Passmore Elementary School, a local elementary school with a 2023 fall enrollment of 600 students, of which many travel to school on foot.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC
- + Alvin Independent School District

► Install Sidewalks Along 6th Street

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Increased Talmadge Park Attendance

Currently, this neighborhood has only sporadic pockets of sidewalks from recent residential developments, which result in fragmented pedestrian pathways. This lack of continuous sidewalks poses significant risks for pedestrians, especially those walking to nearby points of interest such as Talmadge Park.

Talmadge Park is a key recreational area that attracts many residents, yet the disjointed sidewalk infrastructure limits safe and direct pedestrian access. By implementing a project to add sidewalks, Alvin will significantly improve pedestrian safety, reducing the risk of accidents and enhancing the overall walkability of the neighborhood.

This project will provide more direct access to the park from other important community points of interest, such as the Everlasting Life Church, the local Shop N Get market, and other businesses.

The addition of sidewalks will also promote greater mobility, enabling residents to move more freely and safely between their homes and local destinations. This is particularly important for children, elderly residents, and individuals with disabilities who rely on safe and accessible walking routes.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

➤ Install Sidewalks Along Sidnor Street

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Connected Sidewalk Network

Sidnor Street currently has specific segments where gaps in the sidewalk network exist, disrupting an otherwise connected and walkable neighborhood. These gaps force pedestrians to walk on the street, which poses significant safety risks, especially for children, elderly residents, and individuals with disabilities.

By completing these sidewalk segments, the project will enhance pedestrian safety by providing continuous and safe pathways for residents. This is particularly important in a neighborhood that is relatively walkable but hindered by these missing links. Ensuring that pedestrians have designated areas to walk on will reduce the risk of accidents and promote a safer environment for everyone. This enhanced connectivity will make it easier for people to walk to local destinations, including Sealy Park.

A well-connected sidewalk network not only improves safety and mobility but also enhances the aesthetic appeal of the neighborhood, making it more inviting and pleasant for residents and visitors alike.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Program (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

► Stripe Buffered Bike Lane Along 2nd Street

PROJECT COST: \$\$

TIMEFRAME: Medium Term (5-9 Years)



Mobility Focus

Desired Outcome: Connected Sidewalk Network

The striping of buffered bike lanes along 2nd Street brings a substantial benefit in enhancing the safety and usability of this key corridor in Alvin. Currently, the bike lanes on 2nd Street are in poor condition. This situation poses significant hazards for cyclists, who must navigate around parked cars and unclear lane markings.

The implementation of these improved striped bike lanes will bring about a significant safety benefit. Buffered lanes provide a designated space for cyclists, clearly separated from vehicle traffic, reducing the likelihood of accidents. This is particularly important given the relatively high concentration of vehicle crashes in the area—48 crashes from 2018 to 2023. Although there have been no reported bike crashes, there has been one pedestrian crash, highlighting the need for improved safety measures. Clearer bike lane markings will increase visibility for both cyclists and drivers, contributing to a safer biking environment. It is recommended that the City identify a consistent department to fund and perform maintenance of bike lanes citywide in the future.

By prioritizing the safety and accessibility of bike lanes, Alvin will naturally encourage more residents to choose cycling as a mode of transportation, promoting a healthier and more sustainable community.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + H-GAC Transportation Improvement Program (TIP) Call for Projects
- + RAISE Discretionary Grants | US Department of Transportation (RAISE requires larger, more comprehensive projects than this project alone is providing. To access RAISE funds, it is recommended to bundle 'L2. Stripe Buffered Bike Lane Along 2nd Street', 'L4. Add Railroad Crossing Signs and Pavement Markings at 2nd Street', and 'L5. Realign Roadway to Improve Safety and Access for Vehicles and Pedestrians' together under a single RAISE application)

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

➤ Install Sidewalks Along Adoue (East, 2nd Street – Gordon Street)

PROJECT COST: \$\$\$

TIMEFRAME: Long Term (10+ Years)



Mobility Focus

Desired Outcome: Connected Sidewalk Network

Currently, pedestrians navigating this stretch of Adoue Street must walk on the road or on unpaved areas, which poses significant safety risks, especially during peak traffic times. This is demonstrated by the two pedestrians and two bicyclists being hit by automobiles along this corridor in the last five years. By installing sidewalks, the city will provide a designated, safe space for pedestrians, reducing the likelihood of accidents and enhancing the overall safety of the area.

In addition to enhancing pedestrian safety, the installation of sidewalks along Adoue Street will significantly improve access to several key community destinations. This project will provide critical pedestrian connectivity to Alvin High School, allowing students to walk safely to and from school. It will also facilitate access to the Community Health Center, ensuring that residents can reach essential healthcare services without the need for a vehicle. Furthermore, the new sidewalks will serve families by connecting to a local day care center, multiple churches, and a variety of local businesses. By creating a continuous and safe pedestrian pathway, this project will support a more connected and accessible community, promoting healthier, more active lifestyles for all residents.

RELEVANT FUNDING OPPORTUNITIES

- + Safe Streets and Roads for All
- + RAISE Discretionary Grants | US Department of Transportation
- + Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation
- + H-GAC Transportation Improvement Plan (TIP) Call for Projects

IMPLEMENTATION PARTNERS

- + City of Alvin
- + TxDOT
- + H-GAC

Alvin Livable Centers Study Matrix

The projects and the potential funding opportunities are shown in this table as a way for the city to work plan future grant applications. Each of the projects and the likelihood of obtaining the recommended grant funds are provided in table below. For example, if the City is focusing on just the singular sidewalk projects, it will have a harder time being selected for RAISE grant funds than if the grant application ties in the three projects surrounding 2nd Street, on Bike Lanes, Roadway Realignment, and the Railroad Crossing.

Funding	Anticipated Release Date	Anticipated Due Date	Clean Streets	Evacuation Route Study	Emergency Preparedness	Street and Sidewalk Art	2nd Street Realignment	2nd Street Bike Lane	2nd Street Railroad Crossing and Pavement Markings	Talmadge Park Trail	Sidnor/ Sealy shared use connection to parks	Sealy Park Trails	Adame Park Trails and Sidewalks	Placemaking on Gordon Street	Pedestrian lighting near Oak Park	Local Market on Sidnor/ Sealy St.	Small Business Loan Program	Sidewalk Program
H-GAC Solid Waste Grant (Bi-annual)	March (2026)	May (2026)	High															
Keep Texas Beautiful	Fall	Fall	Medium															
Keep America Beautiful Community Grants	Winter	Winter	Low															
TERP Grant Programs - Texas Commission on Environmental Quality - www.tceq.texas.gov	Summer	Fall	High**															
Emergency Management Performance Grant FEMA.gov ;	Spring	Summer		Low	High													
Emergency Management Baseline Assessment Grant Program FEMA.gov	Summer	Fall			Low													
BRIC	Fall	Winter		Medium	Low													
Flood Mitigation Assistance Grant Program FEMA.gov	Fall	Winter		Low	Medium													
National Endowment of the Arts (NEA) - Our Town	Spring	Summer				Low								Low		Low		
NEA- Rural	Spring	Summer				Medium										Low		
Safe Streets and Roads for All	April	August-Planning May-Implementation					Medium	Medium	Medium									Medium
RAISE Discretionary Grants US Department of Transportation	November	January					Combined Projects = Med/High				Medium		Low					Low
Reconnecting Communities and Neighborhoods Grant Program US Department of Transportation	Summer	Fall							High		Low		Low					Low
H-GAC TIP Call for Projects	Fall	Winter					Combined Projects = Med/High			Medium	Medium	Medium	Medium		Low			Low
Local Parks Grants — Texas Parks & Wildlife Department	Open	August 1												Medium/High	Medium	Medium		
Farmers Market Promotion Program Agricultural Marketing Service (usda.gov)	Winter	Spring														Low		

Grant Summaries and Timelines

➤ **Houston-Galveston Area Council (H-GAC) Solid Waste Grant:**

(FY26/27 March 2026) This will fund solid waste implementation grants. Projects can include enforcement, collection events, source reduction, Solid Waste Management Plans, Household Hazardous Waste, Technical Studies, and Education and Training. Funding ranges from \$1,000 to \$300,000. Both clean-up events as well as financing trash/recycling bins have been successfully funded recently. Alvin has had success in the past with utilizing this funding source for recycling, most recently in 2020.

➤ **Keep Texas Beautiful:** (Fall) partnership with HEB to promote beautification projects throughout Texas. This has a focus on beautification, litter prevention, recycling, and waste reduction. Applicants are encouraged to partner with local schools, youth groups, and/or community organizations. Funding ranges from \$500 to \$3,000.

➤ **Keep America Beautiful Community Grants:** (December) Each year, Keep America Beautiful awards hundreds of thousands of dollars in community grants to affiliates, nonprofits, and local governments to implement projects that help build clean, green, and beautiful places for all to thrive and enjoy. There are two potentially applicable programs for funding.

1. Cigarette Litter Prevention program collects cigarette waste from public space and water ways and recycles it. Range of funding \$5,000- \$20,000.
2. Great American Cleanup is the nation's largest community improvement program to clean and beautify communities across the United States each spring. With a focus on community needs, the program activates KAB affiliates to remove litter and debris from roadsides, highways, shorelines, and waterways; plant trees, flowers, and gardens; beautify community spaces through art; lead community recycling efforts; and clean and restore nature trails, recreation areas, and playgrounds. \$500 to \$2,000.

➤ **This program is highly competitive.**

➤ **TERP Grant Programs - Texas Commission on Environmental Quality - www.tceq.texas.gov:**

If the clean-up program needs new equipment, the TERP program has multiple options to assist with new equipment. TCEQ (Texas Commission on Environmental Quality) funding is also available for alternative fuel stations for fleets and public electric charging facilities.

➤ **Emergency Management Performance Grants:** (April) The Emergency Management Performance Grant (EMPG) provides state, local, tribal, and territorial emergency management agencies with the resources required for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation. The EMPG's allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas. All EMPG applicants must develop and submit a Work Plan approved by FEMA Regional Administrator before application. Applicants can apply for State total in project funds with a 50% match requirement. The evacuation routes would be best applied with the total plan.

➤ **Emergency Management Baseline Assessment Grant Program:**

(Varies March-August; Not yet released in 2024) The Emergency Management Baseline Assessment Grant (EMBAG) program provides non-disaster funding to support developing, maintaining, and revising voluntary national-level standards and peer-review assessment processes for emergency management and using these standards and processes to assess state, local, tribal, and territorial emergency management programs and professionals. This funding source is meant to provide support for emergency managers.

➤ **Building Resilient Infrastructure and Communities | FEMA.gov:** *(Fall)* The program's guiding principles are supporting communities through capability and capacity building; encouraging and enabling innovation; promoting partnerships; enabling large infrastructure projects; maintaining flexibility; and providing consistency up to \$50 million federal share per applicant through the National Competition. Must have Emergency Preparedness Plan approved by FEMA (Federal Emergency Management Administration). Recommended for implementation efforts identified in the Emergency Management Plan.

➤ **Flood Mitigation Assistance Grant Program | FEMA.gov:** *(Fall)* Flood Mitigation Assistance competitive selections focus on reducing or eliminating the risk of repetitive flood damage to buildings and structures insured by the National Flood Insurance Program (NFIP), and with NFIP-participating communities. Must have Emergency Preparedness Plan approved by FEMA. Recommended for implementation efforts identified in the Emergency Management Plan.

➤ **National Endowment of the Arts (NEA)- Our Town:** Our Town is the NEA's creative placemaking grants program. Through project-based funding, the program supports activities that integrate arts, culture, and design into local efforts that strengthen communities over the long term. Funding projects from \$25,000 to \$150,000 with a 50% cost share. The application requires meaningful and substantive community engagement. The applicant or partners must have 3 years of arts programming prior to the application. Requires a partner with an arts, design, or cultural entity.

➤ **NEA Citizen's Institute on Rural Design:** *(Spring 2025)* National Endowment for the Arts seeks rural communities of less than 50,000 to apply. This is a small \$6,000 award to engage the community in the creation of a focal art piece for the community. This program could help set up the community engagement required to be successful in the NEA -Our Town application.

➤ **Safe Streets and Roads for All (SS4A) Grant Program | US Department of Transportation:** *(Planning: Open due August 29)* Develop a comprehensive safety action plan (Action Plan). Conduct supplemental safety planning to enhance an Action Plan. Carry out demonstration activities to inform the development of, or an update to, an Action Plan. Perform planning, design, and development activities for projects and strategies identified in an Action Plan. Implement projects and strategies identified in an Action Plan that address roadway safety problems. Additional analysis is needed to determine eligibility and likelihood of funding.

➤ **RAISE Discretionary Grants | US Department of Transportation:** *(Due January 13, 2025, and 2026)* RAISE has funded many projects that incorporated utilizing a complete streets approach, including ADA-accessible sidewalks, and dedicated bicycle lanes. The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation. Additional analysis is needed to determine benefit cost eligibility and likelihood of funding.

➤ **Reconnecting Communities and Neighborhoods Grant Program | US Department of Transportation:** *(Summer 2024)* Created to repair the harm caused by infrastructure choices of the past. This program looks to improve access to daily needs such as jobs, education, health centers, food, nature, and recreation. With Hwy 35 and the soon to be developed 99 there maybe additional connections may be required. This program promotes connecting the communities for non-vehicular modes of transportation around infrastructure like freeways and railroads.

➤ **Transportation Improvement Program | Houston-Galveston Area Council (H-GAC):** New projects are added to the TIP periodically, and a Call for Projects is conducted about every two years. The Transportation Improvement Program (TIP) is a fiscally constrained financial plan of transportation projects approved to receive federal funding over the next four-years. Projects selected for the TIP are priorities for the region in all surface transportation areas including transit, roadway and highways, bicycle and pedestrian, preventative maintenance, rehabilitation, and transportation operations.

➤ **Recreational Trails Grants -- Texas Parks & Wildlife Department:**

(Due February 1) TPWD (Texas Parks and Wildlife Department) administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. The reimbursable grants can be up to 80% of project cost with a maximum of \$300,000 for non-motorized trail grants and a maximum award of \$500,000 for motorized (off-highway vehicle) trail grants. Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors.

➤ **Local Parks Grants -- Texas Parks & Wildlife Department:**

(Due August 1) The Local Park Grant Program consists of 5 individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

➤ **Farmers Market Promotion Program | Agricultural Marketing Service**

(usda.gov): *(Due May)* FMPP offers four types of projects, 36-month Capacity Building, 36-month Community Development Training and Technical Assistance, 24-month Turnkey Marketing and Promotion, and 24-month Turnkey Recruitment and Training. Capacity Building projects range from \$50,000 to \$250,000, while Community Development Training and Technical Assistance projects range from \$100,000 to \$500,000. Each of the turnkey project options is available for a defined set of activities, with funding amounts ranging from \$50,000 and \$100,000.

➤ **America's Seed Fund Funding | SBIR.gov:** This site is great for assisting people looking to advance technology or a specific idea they are looking for start-up funds. The site assists people in identifying a participating agency or agencies in similar topic area and apply to a specific solicitation.

➤ **State and Federal Small Business Assistance Programs:** City of Alvin can partner with both State and Federal Small Business Assistance Programs to provide innovative approaches to Business development.

➤ **Consolidated Rail Infrastructure and Safety Improvements (CRISI)**

Program: The grant program supports a wide range of projects aimed at improving rail safety and infrastructure. Eligible projects include deploying safety technology, capital projects for passenger rail service, addressing congestion on rail corridors, improving highway-rail grade crossings, and more. Eligible recipients include public agencies, and others involved in rail-related activities.

➤ **Community Development Block Grant Mitigation Program (CDBG**

MIT): The Community Development Block Grant Mitigation (CDBG-MIT) Program funds pose a unique opportunity for eligible grantees to use this assistance in areas impacted by recent disasters to carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses. In Texas, the General Land Office (GLO) receives MIT funds to disperse out to eligible recipients.



Kimley»Horn





LIVABLE CENTERS STUDY



City Council Presentation

October 17th, 2024

Kimley»Horn



Livable Centers Study Program

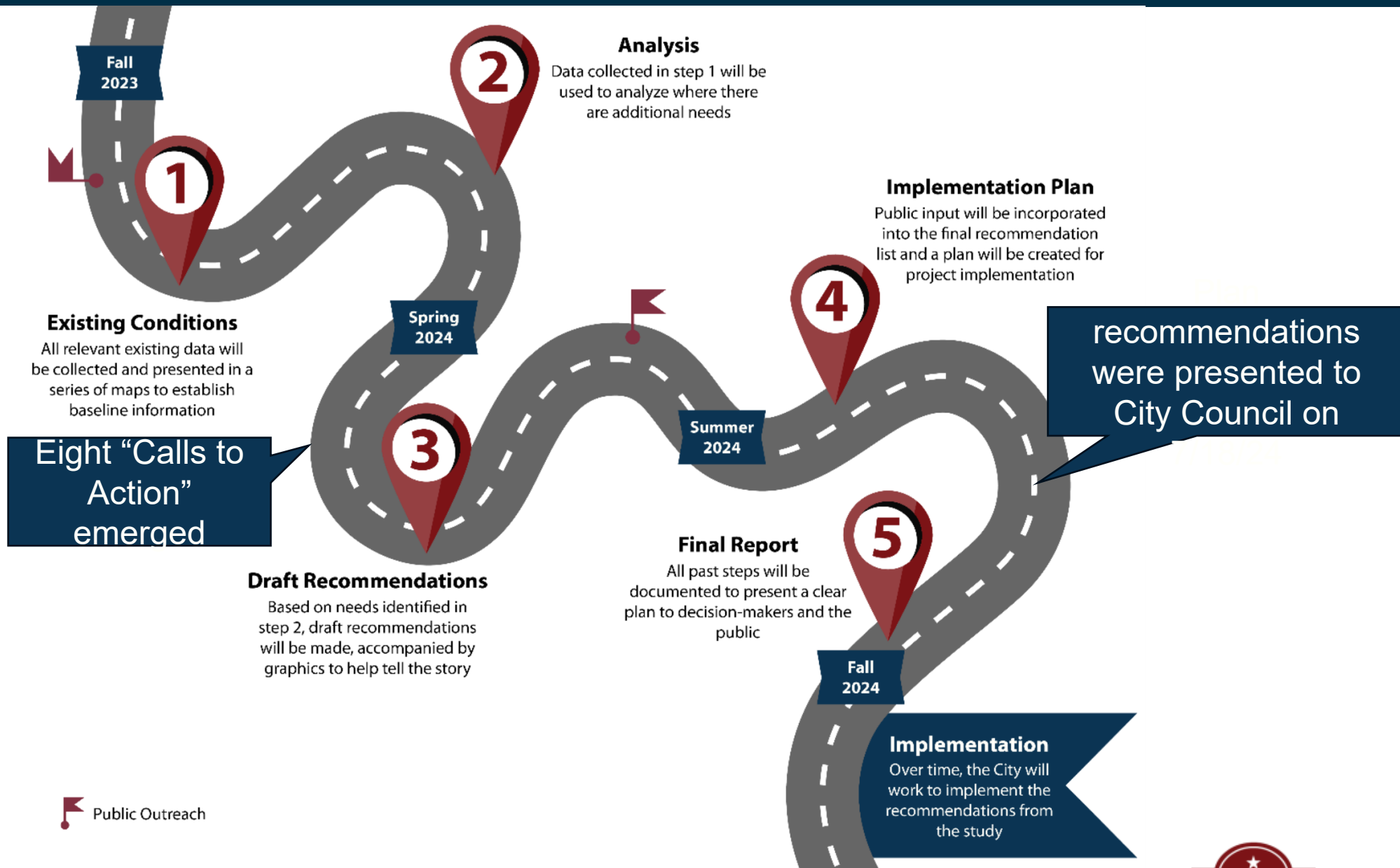
The guiding components of the Livable Centers Study are:

- To create multi-modal travel choices by facilitating a range of transportation mode opportunities
- Create resilient quality places
- Promote equitable and resilient infrastructure
- Promote economic development and housing diversity



Map of Alvin's City boundary and the Livable Centers Study Area

Project Schedule



Calls to Action

After examining existing conditions and hearing from the community, a list of eight Call to Action Items were determined below. These action items provide a framework for the recommendations from the completion of this study.



Improve **sidewalks** and connectivity within critical intersections of the five (5) priority locations, and the western half of the study area



Foster resiliency in flood zones through updating standards to development, encourage **low-impact development**



Set aside funding and schedule implementation of **street lighting**



Continue to promote a **diverse housing** stock and encourage **mixed-use** in existing and vacant parcels



Put side additional safety-related **signage** for heavy crash intersections



Engage the **downtown business** area landowners



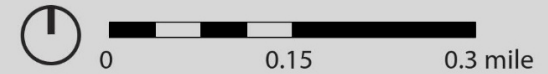
Start planning for future connections to **Parks** and **Schools**, improving access to the places of interest



Revisit previously adopted **planning documents** and formulate an action plan to follow up on previous efforts

Recommendations Map

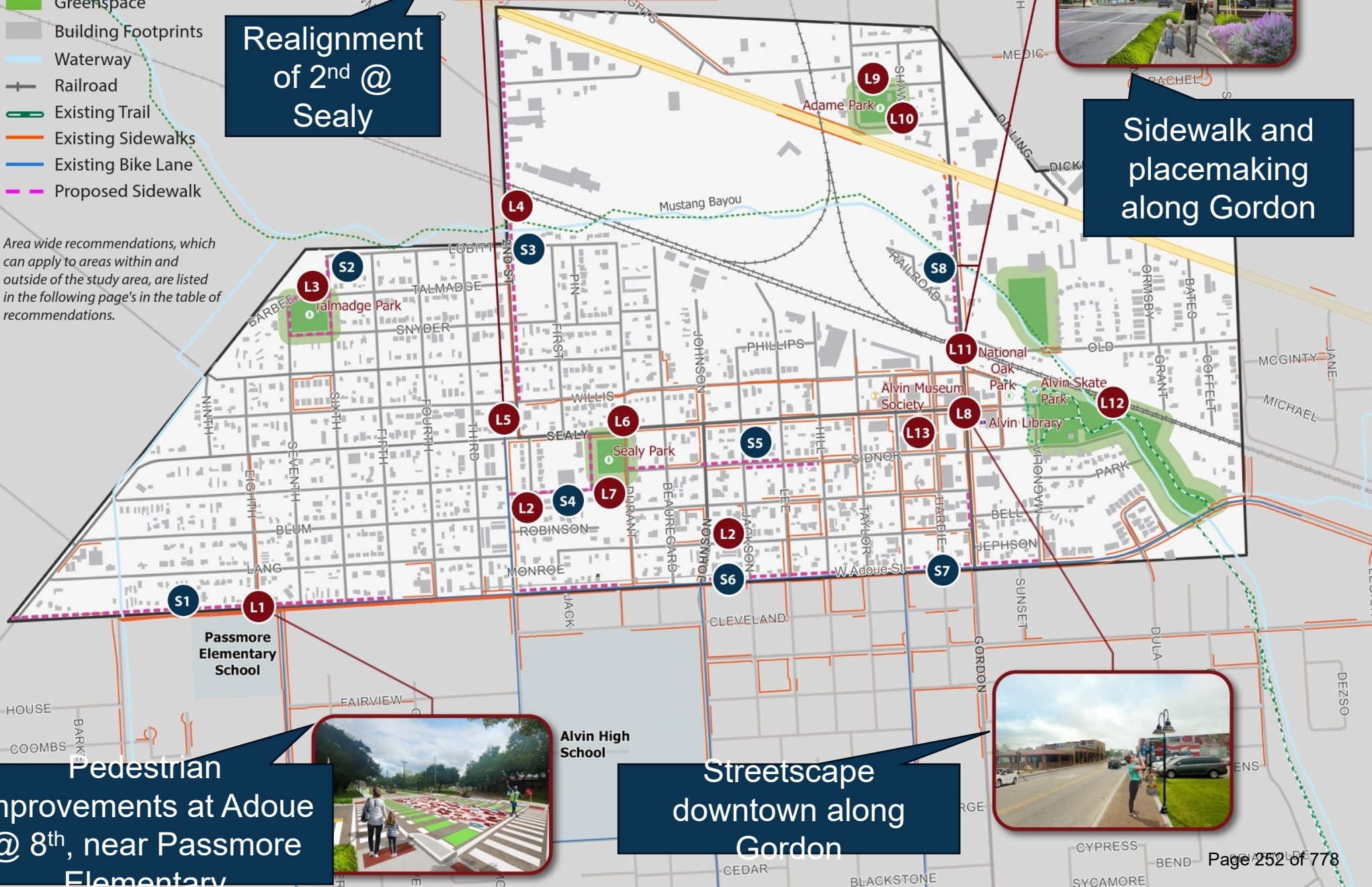
- Study Area
- Greenspace
- Building Footprints
- Waterway
- Railroad
- Existing Trail
- Existing Sidewalks
- Existing Bike Lane
- Proposed Sidewalk



Realignment
of 2nd @
Sealy

Sidewalk and
placemaking
along Gordon

Area wide recommendations, which can apply to areas within and outside of the study area, are listed in the following page's in the table of recommendations.



Pedestrian
improvements at Adoue
@ 8th, near Passmore
Elementary

Streetscape
downtown along
Gordon

Project Prioritization

The project team facilitated:

1. Frontier's Day – April 27th, 2024
2. Online Engagement (May 2 - June 4, 2024)
3. Second Stakeholder Group Meeting – June 25th, 2024

Engagement Activities included:

- **Project Prioritization (283 individual responses received, see results below)**



Total: 1673 votes received. Both online and in-person, some participants selected less than 10 projects.

66 participants from Frontier's Day and 217 online participants.

Project List	Votes Received
S7. Install sidewalks along Gordon Street	172
L12. Install pedestrian-scale lighting within and near National Oak Park.	156
A1. Fund clean up of debris and garbage in streets.	139
L13. Organize street closing pilot program along Sidnor / Sealy Street to encourage local markets, vendors, and businesses.	139
L8. Commission artists to paint murals on existing downtown buildings and electric boxes	129
L1. Paint branded crosswalks and street art near schools.	128
S1. Install sidewalks along Adoue (west)	116
L14. Create a facade loan program to encourage new small businesses in the downtown area.	114
L7. Add walking trail near Sealy Park to connect from sidewalk to amenities.	114
S6. Install sidewalks along Adoue (east)	110
L5. Realign roadway to improve safety and access for vehicles and pedestrians.	109

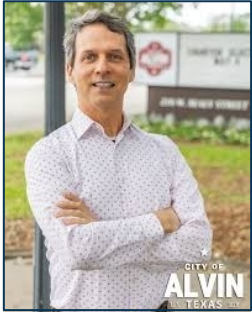
Implementation and Funding

Funding	Anticipated Release Date	Anticipated Due Date	Clean Streets	Evacuation Route Study	Emergency Preparedness	Street Sidewalk Art	2nd Street Realignment	2nd Street Bike Lane	2nd Street Railroad Crossing and Markings	Talmadge Park Trail	Sidnor/Sealy shared use connection to parks	Sealy Park Trails	Adame Park Trails and Sidewalks	Placemaking on Gordon Street	Pedestrian lighting near Oak Park	Local Market on Sidnor/Sealy St.	Small Business Loan Program	Sidewalk Program
H-GAC Solid Waste Grant (Bi-annual)	March (2026)	May (2026)	High															
Keep Texas Beautiful	Fall	Fall	Medium															
Keep America Beautiful Community Grants	Winter	Winter	Low															
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BRIC	Fall	Winter		Medium	Low													
Flood Mitigation Assistance Grant Program FEMA.gov	Fall	Winter		Low	Medium													
National Endowment of the Arts (NEA) - Our Town	Spring	Summer				Low												
NEA- Rural	Spring	Summer				Medium												
Safe Streets and Roads for All	April	August-Planning May-Implementation					Medium											Medium
RAISE Discretionary Grants US Department of Transportation	November	January					Combined Projects = Med/High				Medium		Low					Low
Reconnecting Communities and Neighborhoods Grant Program US Department of Transportation	Summer	Fall							High		Low		Low					Low
H-GAC TIP Call for Projects	Fall	Winter					Combined Projects = Med/High			Medium	Medium	Medium	Medium		Low			Low
Local Parks Grants — Texas Parks & Wildlife Department	Open	August 1												Medium/High	Medium	Medium		
Farmers Market Promotion Program Agricultural Marketing Service (usda.gov)	Winter	Spring														Low		

Funding	Anticipated Release Date	Anticipated Due Date	Clean Streets
H-GAC Solid Waste Grant (Bi-annual)	March (2026)	May (2026)	High
Keep Texas Beautiful	Fall	Fall	Medium
Keep America Beautiful Community Grants	Winter	Winter	Low
TERP Grant Programs - Texas Commission on Environmental Quality - www.tceq.texas.gov	Summer	Fall	High**

Thank You

Project Contacts:



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Economic Development Director

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H-GAC – Jose Cantú

Project Manager

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Kimley-Horn – Payton Arens

Project Manager

payton.arens@kimley-horn.com



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Human Resources

Contact: Diamantina Rodriguez, Interim Human Resources Manager

Agenda Item: Consider Resolution 24-R-30, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.

Type of Item: Resolution

Summary: The City of Alvin's Personnel Policy Manual has been reviewed and updated to ensure compliance with current federal and state laws, as well as to provide clear guidance on City procedures. Major updates include the addition of Juneteenth as an official City holiday, the inclusion of Paid Parental Leave, and the establishment of Mental Health Leave for City employees. These changes reflect the City's commitment to fostering a supportive and inclusive workplace while maintaining compliance with regulatory requirements.

These updates were reviewed in a workshop with the City Council held on October 3, 2024, where staff and Council discussed the proposed changes. Members of City Council and staff also received a copy of the revised Personnel Policy Manual for review. As discussed during the workshop session, the policy has been updated to include 40 hours of mental health leave for **all** employees.

Staff recommends approval of Resolution 24-R-30.

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: 10/11/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Resolution 24-R-30; Personnel Policy
 2. 2024 Personnel Policy Manual - clean copy
 3. 2024 Personnel Policy Manual - redlined
-

Recommendation: Move to approve Resolution 24-R-30, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.

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

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

RESOLUTION 24-R-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE CITY OF ALVIN'S PERSONNEL POLICY MANUAL IN ITS ENTIRETY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin's Personnel Policy Manual is designed to protect the interests of the City of Alvin and ensure consistent treatment for all employees and members of the City Council; and

WHEREAS, the current Personnel Policy Manual was first adopted by Resolution 16-R-10; and

WHEREAS, subsequent amendments to the Personnel Policy Manual were made by Resolution Numbers 16-R-17, 17-R-29, and 19-R-30; and

WHEREAS, the Personnel Policy Manual establishes procedures and guidelines for City employees; and

WHEREAS, the City Council of the City of Alvin finds it necessary to further amend and update the Personnel Policy Manual to reflect current policies, practices, and regulatory requirements, including the addition of the Juneteenth as an official City holiday;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Alvin, Texas, and made a part hereof for all purposes and findings of fact.

Section 2. Proceedings. That the City of Alvin's Personnel Policy Manual, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

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

PASSED AND APPROVED on this the 17th day of October 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



PERSONNEL POLICY MANUAL

SECTION I. PREAMBLE AND PURPOSE

RULE 1. APPLICATION OF POLICIES

- A. This Personnel Policy Manual shall apply consistently and uniformly to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. If a state or federal law supersedes a policy in this Manual, the City will follow state and federal law. Failure to comply with these policies can result in progressive discipline up to and including termination of employment.
- B. All employees must become familiar with and abide by these policies. Any questions that any employee may have in reference to the policies written in this Manual should be directed to their Department Director. The Human Resources Department is also available for further clarification.
- C. The City reserves the right to revise or rescind any policy at any time. The City also reserves the right to make final decisions as to the interpretation and intent of all information contained in the Personnel Policy Manual.
- D. In addition, for those employees covered under a labor agreement, the specific terms and conditions, if any, contained in any such agreement shall be applied first. The terms and conditions contained in this Manual shall otherwise control all personnel actions in the absence of a specific provision contained in an applicable labor agreement.
- E. The policies written in this Manual shall supersede all previous policies.

RULE 2. AMENDMENT OF POLICIES

- A. Amendments to the Personnel Policy Manual may be implemented at any time provided that any modifications are approved by resolution of the City Council.

- B. The City Manager is responsible for the appropriate interpretation and implementation of the policies contained in this Manual. The City Manager has the authority to delegate implementation of the policies in this manual to the Human Resources Department and/or the respective Department Directors.
- C. The City understands that it is impossible to anticipate all circumstances that could arise; therefore, decisions made on actions that are not addressed in this Manual will be at the discretion of the City Manager should the need, or conflict, arise.

RULE 3. AT-WILL EMPLOYMENT

- A. Employment with the City of Alvin is for no fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council.
- B. This Personnel Policy Manual does not constitute a contract of employment. Nothing in this Manual is intended to alter the continuing at-will status of employment with the City. Although adherence to these policies is considered a condition of continued employment, nothing in these policies alters an employee's status and shall not constitute nor be deemed a contract of promise of employment.
- C. Employees remain free to resign their employment at any time for any or no reason, without notice, and likewise, the City retains the authority to terminate any employee at any time, for any or no reason, in accordance with state or federal law.

RULE 4. DEPARTMENTAL POLICIES

Individual City Departments may develop policies and procedures that are consistent with City policies and approved by the City Manager. These individual policies may be more restrictive, but not less restrictive than the policies in this Manual. An employee who violates a departmental policy is subject to disciplinary action.



PERSONNEL POLICY MANUAL

SECTION II. EMPLOYEE CIVIL RIGHTS PROTECTIONS

RULE 5. GENERAL STATEMENT

Although it is not possible to list all laws that bear on the public-sector employer-employee relationship, the City of Alvin is committed to compliance with all applicable laws, whether state or federal, that govern the employment relationship between the City and its employees, and this Personnel Policy Manual is intended to implement and maintain compliance with all applicable laws.

RULE 6. EQUAL EMPLOYMENT OPPORTUNITY

- A. The City is an equal opportunity employer under both state and federal law. Illegal discrimination against any person in the recruitment, selection, testing, appointment, pay and benefits, working conditions, disciplinary measures, or any other aspect of employment or personnel management because of race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other unlawful basis, is prohibited to the fullest extent established by law.
- B. In addition, the City abides by all provisions of state and federal law that prohibit retaliation as a component of the enforcement of state and federal law.
- C. The Human Resources Director is the designated EEO Officer. If employees or applicants have an equal employment opportunity related concern, they are encouraged to discuss the matter with the Human Resources Director for advice, evaluation, and if warranted, investigation.

RULE 7. AMERICANS WITH DISABILITIES ACT

- A. To ensure compliance with the Americans with Disabilities Act (ADA) and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunity to qualified individuals and prohibits illegal discrimination against qualified

individuals on the basis of disability *or* perceived disability, to the fullest extent provided by law.

- B. The City will provide reasonable accommodation for the known physical (including the effects of a pregnancy or childbirth) or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position.
- C. Reasonable accommodation(s) will be made to permit the employee or applicant to perform the essential job functions as well as providing reasonable accommodation permitting access to the workplace. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City. The City may require a medical examination of an employee whose behavior in the workplace is troubling to the City such that the employee is unable to perform the essential functions of the job.
- D. The essential functions of each position are listed in the Job Description, which may be updated periodically.
- E. Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request for accommodation.
- F. The City shall provide the employee requesting an accommodation with a written response outlining the accommodation to be provided *or* the reason why the requested accommodation cannot be granted.
- G. The Human Resources Director shall serve as the City's ADA Coordinator. As such, the ADA Coordinator will ensure that the City's personnel policies and practices do not limit, segregate, or classify individuals in ways that adversely affect their status, or opportunities, due to a disability.
- H. Employees who have a complaint involving potential violations of the ADA or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately notify the City's ADA Coordinator.

RULE 8. PUMP FOR NURSING MOTHERS ACT

- A. The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at their place of employment, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public. [For more information, please see The Fair Labor Standards Act of 1938, 29 U.S.C. 201, et. seq.).

- B. The City supports the practice of expressing breastmilk of lactating mothers and provides work schedule flexibility to accommodate reasonable break times for an employee to express breastmilk for her nursing child or to breastfeed each time such employee has the need to express the milk or breastfeed, for up to one year after the child's birth.
- C. Lactating mothers may use time during the standard workday for milk expression. This may include various combinations of standard paid break periods, lunch periods, and other time as necessary. Scheduling will be arranged on a case-by-case basis and will be based on the specific needs of the employee.
- D. Supervisors and managers are responsible for ensuring that the duties of the lactating employee are covered during her expression break.



PERSONNEL POLICY MANUAL

SECTION III. QUALIFICATION AND ELIGIBILITY FOR HIRE

RULE 9. RECRUITMENT AND SELECTION

- A. The City hires employees based solely on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other unlawful basis, or any other characteristic protected by law.
- B. Recruitment Requirements. The recruitment process is initiated by a Department Director notifying the Human Resources Department of their vacancy. Job vacancies will be posted internally for the benefit of any qualified employee. External recruitment may also be conducted during an internal posting.
- C. After making a decision to hire, the hiring department must submit the appropriate paperwork to the Human Resources Department. Offers for City employment will be communicated to the selected candidate by the appropriate Department Director.
- D. As part of a comprehensive recruitment strategy, it is the policy of the City of Alvin to encourage its own employees to assist with the recruitment of new employees. To reward employees for referring qualified candidates who subsequently are hired and successfully complete their departmental probation, the City of Alvin will compensate the referring employee \$250 (in accordance with IRS Code) for each successful referral made in accordance with the following provisions:
 - 1. For each qualified candidate referred, the referring employee must complete an Employee Referral Form and return it to the Human Resources Department. Referral forms will not be accepted after a candidate has been offered an interview.

2. Every City of Alvin employee is eligible to receive the \$250 referral pay except for those involved in the hiring process, the City Manager, and the Human Resources Department.
 3. The candidate referred by the employee must be hired into a Full-Time position and must successfully complete their new hire probationary period.
 4. The referring employee and the referred employee must still be employed by the City of Alvin at the time of payment.
- E. The recruitment method for vacant director level positions may be determined by the City Manager on a case-by-case basis.
- F. Applications. Anyone seeking employment, or reemployment with the City must complete and submit an online application for the position desired. Current City employees seeking to transfer, promote, or voluntarily demote themselves must submit a letter of intent to the Human Resources Department or complete an online application for internal candidates. All information set forth on an application is subject to verification. Applications will normally be considered active until the vacancy is filled. Applications for employment will be considered by the Department Director.
- G. Hiring Process. Applicants for employment shall be required to submit to an oral interview and will be required to submit to a post-offer physical examination, drug test, and background check. The Police Department is subject to a more extensive pre-employment process, in accordance with their departmental policies.
- H. Disqualification. Applicants will be disqualified from consideration for one or more of the following:
1. Failure to meet the minimum qualifications necessary for performance of the duties for the position;
 2. If they previously worked for the City and were terminated, or resigned in lieu of termination, due to unsatisfactory performance or conduct and/or violation of a City policy or procedure;
 3. If their employment will result in a violation of the City's Nepotism policy;
 4. Failure to meet minimum age requirement of seventeen (17) for all city departments, except for part-time/seasonal employment for the Parks and Recreation Department. The minimum age for part-time/seasonal employment for the Parks and Recreation Department shall be fifteen (15) and shall comply with child labor provisions of the Fair Labor Standards Act (FLSA); or for Civil Service applicants, failure to meet the state mandated age requirement for licensing;

5. False statements, material omissions, or fraudulent acts on the application form, during the application process, or at any stage of the selection process;
 6. Failing any of the City's background and employment requirements including, but not limited to drug testing;
 7. The applicant is not legally permitted to work in the United States;
 8. The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
 9. Any other reason deemed to be in the best interests of the City; or any other reason prescribed by the Civil Service Commission, in the Local Civil Services Rules or Departmental Rules, Order, and Directives.
- I. The recruitment and selection of police officers shall be in accordance with Chapter 143 of the Texas Local Government Code, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 10. NEPOTISM RESTRICTIONS

- A. In order to prevent conflicts of interest and to avoid perceptions of biased conduct or favoritism, it is the policy of the City that:
1. An applicant related to the City Manager by blood within the third degree or marriage within the second degree according to common law shall not be employed by the City.
 2. An applicant related to any member of the City Council by blood within the third degree or marriage within the second degree according to common law shall not be employed by the City.

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B. Degrees are defined as follows:

Employee or Officer				
Consanguinity (Includes individuals related by blood to the Employee or Officer)			Affinity (Includes the Employee's or Officer's Spouse and individuals related to the Spouse)	
First Degree	2 nd Degree	3 rd Degree	First Degree	2 nd Degree
Child or Parent	Grandparents	Aunt	Spouse	Brother-in-Law
	Grandchildren	Uncle	Mother-in-Law	Sister-in-Law
	Brother or Sister	Niece	Father-in-Law	Spouse's Grandparent
		Nephew	Son-in-Law	Spouse's Grandchild
		Great Grandparents	Daughter-in-Law	Grandchild's Spouse
		Great Grandchildren	Stepson	Grandchild's Spouse
			Stepdaughter	Spouse of Grandparent
			Stepmother	
			Stepfather	

C. Restrictions. The following restrictions apply to the employment of any relative. Relative is defined as being within the First, Second and Third Degrees of the chart above.

It shall be a violation of this rule for an employee to do any of the following:

1. Hold a position which requires or enables the employee to directly supervise a relative; or
2. Process the work of a relative; or
3. Evaluate the work performance of a relative; or
4. Evaluate the application of employment of a relative; or
5. Adjust an employment relations grievance or complaint of a relative.

“Direct supervision” includes the following tasks in addition to those listed above: appoint, hire, promote, recommend, or assign work, discharge, discipline, or demote a relative. Direct supervision also includes making effective recommendations or otherwise participating in any interview, discussion or debate regarding the above-listed tasks.

- D. Relatives will not normally be permitted to work in the same department with each other without prior written authorization from the City Manager (or designee).
- E. Promotion. In the event of a proposed promotion to a position supervising any employed relative, the relative must agree to immediately tender his/her written, conditional resignation before the candidate will be formally considered for the proposed promotion. If the candidate is selected for and chooses to accept the promotion, the relative's conditional resignation becomes final. Normally, once final, any such resignation will not become effective until ninety (90) days after the promotion takes effect. The relative is not prohibited from seeking a position in a different department in compliance with this rule.
- F. Marriage of current employees. In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by this rule, one or both of the affected employees must immediately seek a transfer to another available position within the City for which he or she is qualified and that meets the requirements of this rule.
 - 1. If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this Rule, one or both of the affected employees will be required to resign from employment.
- G. Grandfather Clause. The City is aware that, as of the above revision date of this policy, a number of City employees are related, by blood or by marriage, to other City employees. These employees will be "grandfathered" under this rule, meaning they will be permitted to continue their employment with the City as long as the requirements set out in this rule are met. Please be informed that this "grandfathered" provision is for family relationships as they exist of the revision date of this rule. Any future changes to the family relationship and/or the employment status of the affected employee(s) will be governed by the requirements of this rule.
- H. Periodic Review. Periodically, in conjunction with the Human Resources Director, the Department Director will review the job descriptions and interrelationship between the affected jobs to determine whether they meet the requirements set out in this rule. If one or more of these requirements are not met, one or both of the affected employees must immediately seek a transfer to another available position within the City for which he or she is qualified and that meets the requirements of this rule. If a suitable transfer cannot be made within ninety (90) days, one or both of the affected employees will be required to resign from employment.
- I. Application of Rule. This rule applies to all full-time and part-time employees of the City.

RULE 11. PROBATIONARY PERIOD.

- A. The probationary period allows supervisory staff to assess the employees' performance to assist the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Probationary employees are subject to all City policies and

procedures unless otherwise stated in this Manual. Employees who successfully complete a probationary period may utilize the grievance or complaint process outlined in this Manual.

- B. Although all City employees are considered “at will” employees under this Manual, the City utilizes a probationary period of at least six (6) months as a component of its initial hiring process.
- C. Additionally, all current employees who are transferred, promoted, or reclassified to a supervisory position, will be considered as being on a probationary period of at least six (6) months.
- D. Each probationary employee is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the probationary period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct.
- E. Extensions to Probationary Period. The performance probationary period may be extended under the following circumstances:
 - 1. At the end of the six (6) months probationary period, probation may be extended for up to an additional ninety (90) days when a probationary employee’s performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee’s absence from work for an extended period did not permit an opportunity for adequate assessment of performance. The decision to extend or not to extend an employee’s probationary period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended probation period will be completed. Such extensions will be at the sole discretion of the Department Director. The probationary period is not to exceed nine (9) months.
 - 2. A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work.
- F. Seasonal and Part-Time Employees. Seasonal and part-time employees do not serve a probationary period and have no right of appeal when terminated at any time.
- G. Change in Assignment of Probationary Employee. A Department Director may request a probationary employee to be reassigned, promoted, or transferred during the probationary period. If the reassignment, promotion, or transfer is approved, the employee will serve a six (6) month probationary period in the new position beginning with the date of the

position change. Transferred or promoted employees serving probationary periods retain their eligibility for all types of leave established by City policy.

- H. Absences During Performance Probationary Period. During the probationary period, an employee is not eligible to use vacation leave for any absences. Compensatory time off, sick leave or recognized holidays during the probationary period may be used as an approved absence per established City/departmental policy or practice.
- I. Probationary Evaluations. All probationary employees shall receive an Employee Appraisal after their probationary period identifying their overall performance. Upon successful completion of an employee's probationary period, an "Employee Probationary Period Appraisal" form will be completed with proper signatures and forwarded to the City Manager's office for approval. The appraisal form can be obtained from the Human Resources Department.
- J. Successful Completion of Probation – "Regular" Status Granted. An employee is granted "regular" status in the new position if the employee satisfactorily completes the probationary period.
- K. Failure of Probation.
 - 1. An employee is considered to have failed the probationary period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of the probationary period may occur at any time within the probation period.
 - 2. An employee who does not successfully complete the probationary period will normally be terminated from the City's employment. A probationary employee who is terminated has no right of appeal. Probationary employees are not entitled to progressive levels of discipline.
 - 3. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City.
 - 4. A transferred or promoted employee who fails the probation period may, at the sole discretion of the City, be reinstated to the former position provided there is a vacancy and if approved by the affected Department Director(s).
 - 5. Department Directors are responsible for ensuring the thorough written documentation of all cases of failure of the probationary period, including documentation of counseling, training, and other efforts to help employees during their probationary period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the orientation period can be terminated.

- L. Employees covered by Chapter 143 of the Texas Local Government Code and/or a collective bargaining agreement shall serve a probationary period as contained in Chapter 143, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 12. ATTENDANCE AND WORK HOURS

- A. **Regular Work Week.** Nonexempt employees of the City normally work forty (40) hours in a seven-day work week. Exempt employees may be required to work more than forty (40) hours in certain weeks. In times of disaster or emergency, working hours shall be determined by the City Manager.
- B. **Adjustment to Work Hours.** To assure the continuity of City Services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. All employees shall cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required, and includes that he/she will be available to do such work.
- C. **Meal Periods.** Full-time employees (excluding most Police Department employees) are normally provided with a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period. Thirty-minute lunches may be established at the discretion of the Department Director.
- D. **Breaks.** Full-time employees may, depending on individual departmental work schedules and the discretion of their supervisor, take up to two (2) fifteen (15) minute paid breaks each day, one during the first part of the workday, and the other during the latter part of the workday.
- E. **Attendance Records.** Employees are expected to be at their workstations and ready to work at their scheduled start time. All employees are required to record the number of hours worked each day.
- F. **Attendance and Punctuality.** To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify his/her supervisor as soon as possible in advance of the anticipated tardiness or absence in accordance with Departmental procedures. The employee must disclose to his/her supervisor the reason for the absence or tardiness and the date and time of his/her anticipated arrival. For absences of a day or more the employee

must personally notify his/her supervisor on each day of his/her absence unless the supervisor expressly waives the requirement.

- G. An employee who fails to properly notify his/her supervisor in advance of an absence or tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify the City of an absence of three (3) days or more may be presumed to have voluntarily resigned his/her employment (Job Abandonment).

RULE 13. DRESS AND APPEARANCE

- A. Employees must dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. Employees may wear business casual dress, as practical for their position. Professional business attire or a uniform may be required for meetings or special events. Uniforms will be provided to employees depending upon their department assignment.
- B. The City supplies many Police, Fire, Parks and Recreation, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use, or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.
- C. Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean, and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.
- D. The following are inappropriate for work attire:
 - 1. provocative or revealing attire, including body-hugging, see-through, or excessively tight fabrics;
 - 2. clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
 - 3. wrinkled, ripped, and tattered clothing.
- E. Employees should direct questions about appropriate appearance or dress to their supervisor.
- F. Department Directors and supervisors are responsible for enforcing this rule in their respective departments to maintain acceptable dress and appearance.
- G. The City will make the determination as to acceptable dress, appearance, and grooming.

- H. Employees in violation of this rule may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up for the work time missed. Employees whose grooming or personal appearance violates this rule may be disciplined, up to and including termination of employment.

RULE 14. HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

- A. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of his or her position, either with or without reasonable accommodation.
- B. It is the endeavor of the City to promote and encourage the health and well-being of employees. As a result, each year ten (10) preventive care hours will be granted to full-time employees for preventive care, including medical wellness checkups, annual medical exams, vision, and dental exams. The following are general guidelines:
 - 1. Ten (10) preventive care hours will be available to eligible full-time employees on January 1 of each year.
 - 2. Unused preventive care hours will be forfeited on December 31 of each year.
 - 3. Preventive care hours are available for use upon date of hire of full-time employees.
 - 4. Employees will not receive payment or payout for unused preventive care hours at termination or separation from employment with the City.
 - 5. Supporting documents attesting to the completion of the preventive wellness, vision and dental exams may be required at the discretion of the supervisor or Department Director.
- C. Serious Health Condition/Disabilities. The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. If these employees are able to perform the essential functions of their job, with or without reasonable accommodation, without creating an undue hardship, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.
- D. Medical Exams for Current Employees. The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary for the City to provide a reasonable accommodation, following an injury or accident, and as otherwise permitted in accordance with applicable laws.

- E. Medical Information from an Employee's Doctor. Under certain circumstances (e.g., FMLA Certifications), Human Resources may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.
- F. Time Off from Work. Time away from work for an employee undergoing a fitness for duty examination will normally be coded as administrative leave with pay, but may be retroactively changed to utilize the employees accrual banks as circumstances warrant.
- G. Genetic Information. In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.
- H. Return to Work. Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the Human Resources Director. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work, describing whether the employee is released to perform all of the essential functions of the job, or may require an accommodation that will permit the employee to perform the essential functions of the job. Human Resources, along with the appropriate supervisor or Department Director and the employee will discuss what suggested accommodation(s) is reasonable in light of the particular circumstances of the employee's particular position.
- I. Civil Service Employees. The health, medical examinations, and fitness for duty of police officers shall be governed by Chapter 143 of the Texas Local Government Code, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 15. CONFIDENTIALITY OF MEDICAL INFORMATION

- A. Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.
- B. Employees must respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgement when dealing with

medical information that may be confidential and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

RULE 16. NO PRIVACY INTEREST IN WORKSITE (SEARCHES)

- A. The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, offices, computers, and electronic files, whether secured, unsecured or secured by a lock provided by the employee.
- B. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked in City parking lots.
- C. All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.



PERSONNEL POLICY MANUAL

SECTION IV. PAY AND BENEFITS/COMPENSATION

RULE 17. TENURE BASED COMPENSATION PLAN

- A. The City operates on two different Pay Plan structures. The first is a tenure-based plan that is established through the Police Department's Collective Bargaining Labor Agreement and affects only sworn police officers, except the Police Chief.
- B. The second plan affects all other full-time City employees, except the City Manager and City Attorney. This plan is based on annual step increases and has a ceiling for all employees, both non-exempt and exempt.
- C. Annual step increases are subject to Council approval through the budget process and subject to fund availability. The compensation schedules shall be provided in the annual budget book.

RULE 18. LONGEVITY PAY

After the first year, regular employees of the City of Alvin become entitled to Longevity Pay. The amount of \$3.70 will be added to the gross pay earned for each pay period for a full year, beginning with the first pay period of the second year. A like amount is added each pay period of the following year and will continue for the duration of the employment with the City.

RULE 19. FLSA, OVERTIME, COMP TIME, AND TIME MANAGEMENT

- A. Overtime compensation is paid to all non-exempt employees in accordance with the minimum requirements of federal and state wage and hour requirements. Overtime is defined as authorized time worked which exceeds 40 hours per workweek.
- B. Employees classified as EXEMPT under FLSA standards are not eligible to accrue compensatory time.

- C. The accrual, calculation, maintenance, and utilization of overtime pay for employees covered under a collective bargaining labor agreement shall be controlled first by any applicable provision of that agreement, followed by the provisions of this Manual.
- D. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitable as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.
- E. All non-exempt employees must receive their supervisor's and Department Director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.
- F. **Employees who work overtime without authorization may be subject to disciplinary action.**
- G. On the employee's time sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.
- H. Generally, overtime pay for non-exempt employees is at the rate of one and one-half times (1.5x) the employee's regular hourly rate of pay for hours worked more than forty (40) in the City's workweek. An employee's regular hourly rate includes all pay incentives required by FLSA standards to be included in overtime rate calculations.
- I. Approved training time directly related to an employee's job during an employee's regular shift is included as hours worked for purposes of determining eligibility for overtime pay. However, time off on account of sick leave, vacation, comp time, jury duty leave, witness duty leave, bereavement leave, or any other leave of absence is not considered time worked for purposes of performing overtime calculations. All time **not physically worked** will not be included in the calculation of overtime. Overtime is calculated using worked time only.
- J. **Compensatory Time.** Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation in accordance with the requirements of FLSA and the following terms and conditions:

1. Public safety – to be controlled by the terms of a collective bargaining labor agreement;
 2. All other employees are subject to a cap of forty (40) hours.
 3. Overtime hours worked beyond the applicable cap must be paid or flexed, as described below. Compensatory time accruals are to be monitored at the department level and maximum hours accrued will be restricted based on the requirements of this rule.
 4. All compensatory time earned must be documented on the employee's time sheet.
- K. An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request if it does not "unduly disrupt" the work of the department.
- L. Police contractual compensatory time. As part of the annual budget preparation process, the Chief of Police shall present to the City Manager a list of police positions that are necessary and required for "on-call" availability for the effective functionality of the Police Department. Upon Approval by the City Manager, the list will become part of the Proposed Budget. The Police Department will be responsible for budgeting the necessary funds for any net accruals created by the "on-call" contractual compensation each fiscal year.
- M. Employees that receive training compensation time shall expend these accrued hours prior to the use of FLSA compensatory time that was earned for hours worked.
- N. **Payment of Compensatory Time.** All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or compensatory time. Upon leaving employment with the City, a non-exempt employee will be paid for unused compensatory time at the employee's current hourly rate per the established cap.
- O. **Flex-time Work Schedule.** In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employees' work schedule to minimize the need for overtime compensation. Flexing must be completed within the same workweek or work cycle that the overtime was worked and must be accurately reflected on the affected employee's time record.
- P. **Exempt Employees.** Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond forty (40) hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

- Q. “Docking” an exempt employee’s pay for a partial day’s absence will be permitted only as authorized by law and approved by the City Manager and/or the Human Resources Director.
- R. Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which he or she performs no work.
- S. It is the policy of the City not to make improper deductions from an exempt employee’s pay. Any exempt employee who believes he/she has been, or likely will be, subject to an improper pay deduction, must immediately notify the Human Resources Director. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

RULE 20. DISASTER OR EMERGENCY RESPONSE

This Policy applies to all non-exempt and exempt employees and is intended to outline instructions for employees to follow when a state of emergency is imminent or has been declared by the Mayor or designee, or any other authorized elected official for the jurisdiction of the City of Alvin. This policy recognizes that some emergencies will provide no advanced warning.

The citizens of Alvin depend on City employees before, during and after an emergency or disaster to provide or restore essential public services for the health, safety, and quality of life for the community.

When a state of emergency is imminent or has been declared by the Mayor, the City Manager, or designee, will notify selected and/or all employees through Department Directors of such declaration. The Mayor and/or City Manager determines the commencement of the emergency period and dismissal of employees through each Department Director. Each Department Director will evaluate and complete its emergency preparation even if a public announcement of office closures or suspension of services is issued. Employees authorized to leave work during a declared emergency due to closed facilities will be on emergency paid administrative leave.

In the event of an emergency that could impact our community, all employees must be ready to assist in managing the crisis. City employees may be required to carry out their normal job duties or other preassigned emergency response tasks. In some cases, City employees may be called into service to work jobs, locations, and/or hours other than normally assigned. City employees will be required to fulfill their individual responsibilities and function as a team to protect the City’s vital assets and maintain and restore essential City services. All City departments will be called upon to participate in response efforts.

Emergency paid administrative leave will start when the employee is dismissed by the City Manager, or designee, through each Department Director and will continue until the employee returns to work based on the employee’s normal workweek. During a hurricane evacuation, employees should be available to report back to work within forty-eight (48) hours after landfall (this could include weekends and holidays), unless otherwise communicated or other arrangements have been made with their immediate supervisor. It is the responsibility of all employees to

prepare an emergency response plan to ensure safety of family, personal property and contingency plans to return to work. It is the intent of management to provide time off prior to the known emergency to activate their emergency response plans. If an employee fails to report for duty they may be subject to disciplinary action.

During a state of emergency, any unauthorized absence from work or assignment may be considered sufficient cause for discharge. Non-cooperation of the essential personnel may result in disciplinary action up to and including termination.

Emergency Periods:

1. **Pre-Impact Period.** This is the time prior to the impending emergency/disaster period and includes emergency response activities and preventive measures by the City of Alvin's departments in preparing for the impending emergency. This period begins when the Mayor declares an emergency is imminent.
2. **Emergency Period.** This is the time during which emergency response activities are focused on life-safety, incident stabilization, and property conservation, and all regular City services may be suspended. This period begins when the City is closed for normal business and ends when the Mayor and/or City Manager declares it is safe for all employees to return to work and to continue normal operations.
3. **Post Impact/Recovery Period.** This is the time during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. During this time, vacations will be granted on a case-by-case basis. This period ends when the Mayor and/or City Manager declares the end of the period.

Employee Status. Prior to a declaration of an emergency, Department Directors shall designate "emergency essential" and "emergency non-essential" personnel. An individual employee's status may change, as the needs of the City change during an emergency, or at the discretion of the Department Director. With written approval from their Department Director, employees from different departments can be designated as "emergency essential personnel."

The designations shall be documented and approved by the City Manager.

1. **"Emergency Non-Essential"** – Following a needs assessment, some employees may be temporarily dismissed from work, concurrently or successively, as determined by the emergency need and the department or function. These employees will be placed on emergency paid Administrative Leave pursuant to this policy. Emergency paid administrative leave will start when the employee is dismissed by the City Manager or designee through each Department Director and will continue until the employee returns to work based on the employee's normal workweek.
2. **"Emergency Essential"** – Each Department Director is responsible for identifying those employees who will be designated as "Emergency Essential." These employees may be required to remain or respond in the event of emergency conditions and be available

immediately before (Pre-Impact), during (Emergency Period), and/or after the disaster or emergency condition (Post Impact/Recovery), to perform duties directly related to the emergency conditions as determined by the City. Notwithstanding, an “Emergency Essential” employee will be allowed reasonable emergency paid administrative leave to secure the employee’s home and family and attend to immediate personal needs resulting from the emergency. Notwithstanding a prior designation as emergency essential, some emergency essential personnel may not be activated and will be compensated according to the emergency paid administrative leave as defined in this policy.

Emergency paid administrative leave will start when the employee is dismissed by the City Manager, or designee, through each Department Director and will continue until the employee returns to work based on the employee’s normal work week.

3. **“Emergency Duty Assignment”** – In the event of an emergency, the City Manager or designee may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.
4. Employees who are out on prior approved leave during any of the periods will continue to be charged the prior approved leave status for such leave. However, such leave requests are subject to cancellation due to the emergency.

Compensation for Hours Worked During a Declared State of Emergency:

1. Exempt Employees
 - a. During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the city in preparation for potential adverse incident shall be paid according to their normal rate of pay. This time shall be clearly identified on the time sheet as required by the Finance Department.
 - b. During an Impact Period, essential exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at an overtime rate of 1.5x their hourly computed rate for each hour **worked** during the Impact Period. This time shall be clearly identified, and work performed clearly noted on the appropriate Emergency Management forms. *The exempt status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this administrative rule.*
 - c. During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid at 1.5x their hourly computed rate for all hours **worked** and straight hourly time for all non-work hours for each hour of mandatory residency. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Non-working hours shall be clearly

identified, and duties or work performed noted on their Emergency Management forms as provided. Exempt employees who are not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.

- d. The exempt employee's calculated hourly computed rate shall be applied to hours worked on weekend, holiday hours worked, and all hours worked over their regularly assigned daily work hours during the Impact Period as determined by the Department Director, or designee, and/or the City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the Emergency Management forms as provided.
- e. During an Impact Period, exempt employees released from work, who are not required to report to work, shall receive paid administrative leave for the duration of the Impact Period.
- f. Once the Impact Period has been canceled, an exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. If a recalled exempt employee fails to report for duty, the employee may be subject to disciplinary action.
- g. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of employee to contact their Department Director, or direct supervisor, within three (3) regularly scheduled workdays following the City Manager's, or designee's, direction to return to work may result in disciplinary action up to and including termination.
- h. The City Manager may authorize "emergency essential" exempt employees to be compensated for hours worked assisting other jurisdictions or agencies in accordance with a signed Memorandum of Agreement (MOA).
- i. Nothing herein shall be construed to affect the exempt status of such employees.

2. Non-Exempt Employees

- a. During a Pre-Impact Period, non-exempt employees authorized to perform work for the benefit of the City directly related to the preparation for a potential adverse incident shall be paid according to their normal hourly rate of pay. The Pre-Impact work hours shall be clearly identified, and the work performed noted on the Emergency Management forms as provided. The Pre-Impact work hours shall be separated from the normal daily work hours performed.
- b. During an Impact Period, non-exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at the overtime rate of

1.5 times their regular pay for all hours **worked** during the Impact Period. This time shall be clearly identified, and work performed noted on the Emergency Management forms as provided.

- c. During an Impact Period, when key essential non-exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid the overtime rate of 1.5 times their current hourly wage for all hours **worked** and their normal rate of pay for all non-work hours. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Non-working hours shall be clearly identified, and duties or work performed noted on the Emergency Management forms as provided.
- d. During the Impact Period, non-exempt employees released from work, and are not required to work, shall receive paid administrative leave for normally scheduled hours. These hours shall not count as “time worked” for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the Emergency Management forms as provided.
- e. Once the Impact Period has been canceled, a non-exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. If a recalled non-exempt employee fails to report for duty, the employee may be subject to disciplinary action.
- f. Failure of a non-exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of employee to contact their Department Director, or direct supervisor, within three (3) regularly scheduled workdays following the City Manager’s, or designee’s, direction to return to work may result in disciplinary action up to and including termination.

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	Pre-Impact Period*	Impact Period
Activities	Emergency response preparation activities and mitigation measures by the City of Alvin Departments	Emergency response activities and critical services are conducted to protect life, safety, property and the environment. Most routine City business functions may be suspended.
Begins	City Manager, or designee, advises an adverse incident/emergency has the potential to occur and/or Emergency Operations Center (EOC) is activated.	Mayor and/or City Manager advises an adverse incident/emergency exists. Emergency essential personnel may be sheltered in place. Majority of routine City business functions are closed.
Ends	City Manager, or designee, advises the potential for an adverse incident/emergency has passed and the City resumes routine City business functions. OR City Manager, or designee advises the City has entered the Impact Period	City Manager, or designee, advises it is safe for employees to return and resume most routine city business functions.

Emergency Essential		
	Pre-Impact Period	Impact Period
Non-Exempt Emergency Essential	Normal rate of pay	Overtime - 1.5 times the employees' normal rate of pay for hours "worked." <i>Mandatory residency:</i> Hourly rate of pay for all non-work hours
Exempt Emergency Essential	Normal rate of pay	1.5 times the employees' computed rate of pay for hours "worked." <i>Mandatory residency:</i> 1.0 hourly computed rate of pay for all non-work hours
Emergency Non-Essential		
	Pre-Impact Period	Impact Period
Non—Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave at normal rate of pay
Exempt Emergency Non-Essential	Normal rate of pay	Administrative Leave at normal rate of pay
*No-notice incidents may not have a "Pre-Impact Period."		

Responsibilities:

1. Supervisors and/or Department Directors:

- a. Ensure all employees have completed the appropriate NIMS training as required by the State of Texas Department of Emergency Management and FEMA and schedule new employees training immediately after hire.
- b. Hold training with all employees regarding emergency operations procedures prior to May 31 of each year.
- c. Assess all approved vacation leave requests and advise employees of their responsibilities and when they need to return to work.
- d. Allow “emergency essential” employees to secure their homes and families.
- e. Provide list of “emergency essential” employees to the City Manager for approval prior to sending “emergency non-essential” employees home.

2. Employees (Emergency Essential and Emergency Non- Essential):

- a. Provide up-to-date emergency contact information to supervisor and Department Director so that employee can be contacted when away from work.
- b. Understand that any pre-approved leave may be subject to postponement or cancellation.
- c. Attend appropriate required NIMS training classes according to job position as outlined in the NIMS Training Guidelines.
- d. Ensure that the safety and security of the employee’s family is met.

At the Department Director’s discretion, previously approved leave, vacation, etc., may be canceled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that the previously approved leave is being canceled, will be deemed an unauthorized absence from work or assignment which may be sufficient cause for termination.

RULE 21. EMPLOYEE APPRAISAL SYSTEM

- A. The City uses a thorough employee appraisal process for assisting supervisors in communicating job expectations, measuring the employee’s level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The employee appraisal process provides necessary information for assisting career development and training, assignments, advancements, transfers, disciplinary actions, and retention. The purpose of the appraisal process as outlined herein is to achieve optimum employee performance resulting in outstanding

citizen service. A copy of the Employee Appraisal form can be obtained from the Human Resources Department.

- B. Newly hired regular full-time employees are eligible for:
 - 1. a written employee appraisal upon successful completion of their probationary period; and
 - 2. an annual employee appraisal on their date of hire anniversary.
- C. Newly transferred or promoted employees who are on probation shall also receive an evaluation at the end of their probation period.
- D. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths, and areas of development needed by completing the Employee Development Area.
- E. All employee appraisal information must be written, and each employee will be asked to sign and date a copy of his/her employee appraisal when it is reviewed. An evaluation is considered complete at the time:
 - 1. the employee signs and dates the evaluation document; or
 - 2. the supervisor and/or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document; and
 - 3. the evaluation document is signed by the affected Supervisor, Department Director and the City Manager and then forwarded to the Human Resources Director for retention in the employee's official personnel file.
- F. Department Directors are expected to ensure compliance with this rule and ensure that evaluating supervisors and managers under their direction are adequately trained in the employee appraisal process. Department Directors and/or mid-level managers are encouraged to review all employee appraisal documents for validity prior to the department supervisor conducting the appraisal with the affected employee, to correct any obvious errors or rating bias.
- G. Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined. Employees are encouraged to address issues and concerns regarding their annual employee appraisal with their evaluating supervisor. If the employee is unable to resolve his/her issues and concerns with the evaluating supervisor, the employee may address them with the Department Director; if the Department Director is the evaluating supervisor, the employee may go to the City Manager to address his/her concerns.

- H. The Human Resources Director will review all appraisal documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Human Resources Director is responsible for maintaining original appraisal documents in official personnel files.

RULE 22. MERIT COMPENSATION POLICY

- A. A “merit increase” is defined as an in-grade increase in salary granted as recognition for continued and sustained performance on the job.
- B. Performance-based merit increases will normally be awarded annually to eligible employees based on the eligibility requirements established by the City Manager. Generally, employees will be eligible for merit increase consideration if they are in a budgeted full-time position and have completed a probationary period (if applicable). Percentage increase may vary from employee to employee based on differing levels of performance attained and internal equity demands.
- C. Each fiscal year, the City Manager may authorize merit increase guidelines which are based on the current budget, fiscal constraints, other considerations, and the compensation plan approved by City Council.
- D. The employee’s supervisor will use the merit increase guidelines and the performance appraisal results to recommend merit increases.
- E. The Department Director will review and approve all base salary changes. The City Manager will make the final determination.

RULE 23. PROMOTIONS

- A. Positions to be filled shall be filled with City employees currently on the payroll when possible. This should not prohibit the City Manager or other supervisory personnel from filling positions with persons not employed by the City.
- B. A promotion is described as the transition to a role with new job duties and responsibilities of greater significance and scope compared to the previous position. The department(s) responsible for facilitating the transfer or promotion should collaboratively determine the effective date for this transition.
- C. Promotions shall be made upon the recommendation of the Department Directors with the approval of the City Manager.
- D. Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.
- E. A promotion should not be deemed completed until a probationary period of six (6) months shall have elapsed. Should a promoted employee not successfully complete the

probationary period, the employee is eligible to return to the previous position held, if available. If no position is available for which the employee is qualified, the employee will be terminated.

RULE 24. SEPARATIONS

A. The City designates all employee separations as one of the following types:

1. **Resignation.** An employee who intends to resign is requested to notify his/her supervisor and/or the Human Resources Department in writing at least two (2) weeks prior to the last day of work. Employees who fail to give two (2) weeks' notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Human Resources Department.
2. **Retirement.** An employee who intends to retire must notify his/her Department Director, supervisor, and the Human Resources Department, in writing, thirty (30) days prior to the date of retirement. This thirty (30) day requirement is necessary to ensure that the required paperwork is timely submitted to Texas Municipal Retirement System (TMRS).
3. **Dismissal/Termination.** The City may terminate an employee's employment due to unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails probation. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance or conduct and/or violation of City policies or procedures, are not eligible for rehire.

B. Dismissal may also occur for the following:

1. **Job Abandonment.** If an employee fails to properly notify the City of his/her absence from work or if an employee is absent, without authorization and/or notification for three (3) or more consecutive workdays, the City will normally consider the employee to have abandoned his/her employment, and he/she will be terminated.
2. Any employee who remains absent from work after exhausting his/her FMLA time may request an extension of leave or other reasonable accommodation. This request shall include appropriate documentation of the employees' need for accommodation. The City may terminate an individual's employment if no reasonable accommodation allows them to return to the performance of the essential functions of their job within a reasonable period of time. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act.

C. **Reductions-in-Force/Reorganization.** An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons

which are outside the employee's control, and which do not reflect discredit upon the service of the employee.

- D. **Death.** If a City employee dies, his/her designated beneficiary or estate will be paid all earned pay and payable benefits the employee would have received but for his or her death.

RULE 25. DEMOTIONS

- A. **Voluntary Demotions.** An employee can request to fill an open vacancy that is lower than their current position on the pay schedule. Should an employee opt to apply for a position with a lower pay grade, appropriate compensation adjustment will be made.
- B. **Involuntary Demotions.** An employee who undergoes an involuntary demotion from one position to another with a lower pay grade will experience a reduction in compensation, aligning it with the appropriate grade and step for the new position.

RULE 26. ACTING/INTERIM POSITIONS

- A. At the request/recommendation of the Department Director, the City Manager has the authority to appoint an Acting Position to ensure the effective operation of City functions in cases of vacancy, extended absence of the regular incumbent for more than two (2) consecutive pay periods, or as deemed necessary.
- B. Employees serving in Acting Positions may receive additional compensation during their assignments with the approval of the City Manager. This additional pay will be formally known as "Interim Pay" and will typically be two steps, or 4% more than the employee's current hourly rate.

RULE 27. CERTIFICATION PAY

- A. Determinations regarding an employee's eligibility for certification pay will be made by the Human Resources Department. To receive Certification Pay, employees are responsible for furnishing a dated copy of their original certificate and/or evidence of certification. It is important to note that Certification Pay is not retroactive; therefore, compensation will commence only after proof of certification has been submitted to Human Resources.
- B. If an employee fails to meet the renewal or maintenance requirements for their certification, Certification Pay will be discontinued. The responsibility for providing proof of maintenance lies with the employee.
- C. The Human Resources Department is responsible for reviewing the approved certifications eligible for certification pay each year for budgetary purposes.

RULE 28. INCLEMENT WEATHER

- A. During periods when City operations are unaffected by inclement weather, employees who are absent from work due to such conditions may, upon obtaining approval from the Department Director, utilize accrued vacation or compensatory time to make up for the missed hours. Employees who do not have any accrued vacation or compensatory time may not receive compensation for the time they are unable to work due to inclement weather.
- B. In cases of inclement weather, employees holding essential positions may be obligated to report to work to fulfill the City's requirements, as determined by the Department Director. Failing to report to work under such circumstances may result in disciplinary actions.

RULE 29. CELL PHONE ALLOWANCE

- A. The City will grant a monthly allowance to employees in roles necessitating the use of cell phones. This allowance is intended to cover anticipated business-related expenses. It is important to clarify that this policy does not imply the City's intention to cover all usage, including personal calls. All payments described in this section are contingent on approval from the City Manager and dependent on allocation by the City Council in the annual budget.
- B. Eligible employees will receive either a City-issued cell phone or an allowance at the request of the appropriate Department Director. Final approval will be determined by the City Manager.
- C. For an employee to be eligible for this compensation, it must be determined that the allowance contributes to the City's needs and within the employee's scope of responsibilities.
- D. The allowance will be discontinued if a change in the employee's position (due to promotion, transfer, termination, or demotion) or circumstances (no longer involved in City business) renders the allowance no longer beneficial to the City. The City assumes no responsibility for any penalties or fees imposed on the employee by the cellular provider, which may include, but are not limited to, charges related to unexpired cell phone service agreements, unused minutes, cancellation penalties, and service change fees.
- E. Should an eligible employee choose the allowance rather than the City-issued cell phone, they will receive an allowance bi-monthly during regular payroll. The amount will be based on the guidelines established by the City Manager, based on the current budget, fiscal constraints, and other considerations. This is a taxable benefit.
- F. Employees who use their personal phones for city-related business should understand that any communication related to City business is subject to the Texas Public Information Act.

RULE 30. VEHICLE ALLOWANCE

- A. Eligible Employees, approved by the City Manager, will receive vehicle allowance in order to offset vehicle-related expenses. The amount will be based on the guidelines established by the City Manager, based on the current budget, fiscal constraints, and other considerations.
- B. This allowance is paid on an employee's bi-monthly paycheck 24 times each year. Vehicle allowance is a taxable benefit.

RULE 31. ON-CALL AND CALL BACK PAY

- A. The purpose of this policy is to provide guidelines for Department Directors and supervisors regarding the process and procedures to be followed for non-exempt employees who are required to maintain their availability after hours or during days off to perform routine checks at various City facilities and/or to be on-call to come back to work or to otherwise be available to respond to emergency situations.
- B. Department Directors should identify positions and employees who are required as a condition of employment to be on call, to come back to work outside of the employees' regular shift, or to conduct routine checks at various City facilities. Once Department Directors identify these positions, the employee should be notified in writing that the essential functions of his or her job requires the employee to maintain an on-call or routine check status on either an intermittent or regularly scheduled basis.
- C. The employees' job description should also be updated accordingly. The supervisor of the employee assigned to on-call or routine check status shall maintain a roster of all qualified employees and an equitable rotation policy shall be followed.
- D. Department Directors and/or supervisors should provide employees who are required to be on call with a schedule of the time and date that the employee must be on-call. In addition, the following guidelines apply:
 - 1. Unless otherwise advised, the employee is not required, while on-call, to remain on the City's premises. However, the employee must remain available by telephone or text while off-site and respond to any message within fifteen (15) minutes.
 - 2. If an emergency requires the employee to return to work, he or she must do so within one (1) hour of responding to the message.
 - 3. The employee is not required to restrict his or her activities while on-call, but the employee must remain free of the influence of alcohol or illegal drugs. In addition, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should consult with the Human Resources Department.

4. If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
 5. On-Call employees who fail to respond when called and/or who fails to find a replacement are subject to disciplinary action up to and including termination.
- E. Employees will receive one (1) hour of On-Call pay at their regular rate for each 24-hour shift of on-call status. Compensatory Time may NOT be used in lieu of On-Call Pay.
- F. If an employee is called to come back to work while he or she is on-call, the employee is subject to a minimum of two (2) hours of call-back compensation for the on-call shift. This 2-hour call-back pay counts as time worked for the purpose of calculating overtime and is paid in addition to the 1 hour of on-call pay. If the employee's time worked exceeds the 2-hour call-back minimum, the employee shall receive pay for the actual hours worked at the overtime rate.
- G. An employee receives a minimum of two (2) hours of call-back pay for each time that an employee is called back to work during a 24-hour period, up to a maximum of 12 hours. Continuing to work on a call-back that extends into the next day shall not entitle the employee to a second two (2) hours of call-back pay.
- H. A non-exempt employee who does not return to work but who handles an *authorized* work-related task by phone or computer will be paid for the actual time worked. Employees must record their time on their time record, in 15-minute increments, rounding down if less than seven (7) minutes, and rounding up for eight (8) or more minutes



PERSONNEL POLICY MANUAL

SECTION V. PAID TIME OFF BENEFITS

RULE 32. HOLIDAY PAY BENEFIT

- A. The City hereby recognizes and establishes a holiday pay benefit. The duly recognized holidays upon adoption of this Manual are those listed below; provided, however, that the City Council may modify this holiday listing at any time by a duly posted resolution regarding this subject matter.
- B. The following official holidays are hereby established:

New Year's Day	January 1
New Year's Day Holiday	Day before or after Jan. 1
Martin L. King Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Thursday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Holiday	Wednesday before Thanksgiving
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
Christmas Day Holiday	Day before or after Christmas only

Floating Holiday

Date is at the Employee's discretion with
Department Director approval

- C. For purposes of administration, a specified holiday begins at 12:01 a.m. and ends at 12 midnight on the calendar date of the holidays specified above.
- D. In order to use the Floating Holiday, the employee shall be employed on January 1 of each calendar year to accrue the Floating Holiday and shall take such holiday by December 31 of the same calendar year.
- E. Holiday Pay Benefit. The holiday pay benefit is defined as one workday consisting of a ten (10) hour period, which shall be paid at the employee's current regular rate of pay.
- F. Scheduling of Certain Holidays. Specified holidays falling on Friday or Saturday will normally be observed on the preceding Thursday and holidays occurring on Sunday will normally be observed on the following Monday. Holiday pay will be given on the day in which the City observes the holiday (see exception below). The City Manager may modify this provision on a holiday-by-holiday basis if required in the interest of administrative necessity.
 - 1. For employees covered under a Collective Bargaining Agreement (CBA), or those who work shifts, the holiday will be paid the day on which the national holiday falls.
- G. Eligibility for Holiday Pay. Only regular full-time employees are eligible to receive the holiday pay benefit, regardless of their probationary status.
- H. Employees Who Work on a Holiday. Employees called in or otherwise required to work on a holiday will be paid for productive hours worked during the holiday at a rate of pay of 1.5 times their regular rate of pay for the entirety of their shift so long as the shift begins on the calendar date of the specified holiday. This rate of pay will be in addition to the holiday pay benefit specified above.
- I. Waiver of Holiday Pay Benefit. Employees who call in sick on a workday before a recognized holiday, or on a workday after a recognized holiday, automatically forfeit and will not receive the holiday pay benefit allowed herein, unless they present an acceptable sick leave excuse from an appropriate health care provider and such excuse is accepted by the applicable supervisory official.
- J. Holiday Occurring During Vacation Leave. A holiday that falls within an employee's vacation period will be counted as holiday in lieu of a day of vacation.
- K. Separating Employees. Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.

- L. Religious Holidays. Employees who wish to observe a personal religious holiday may request an approved absence. If approved, the employee may charge the time to vacation, compensatory time, the floating holiday, or receive an excused absence without pay. Utilization of sick leave time for this purpose is strictly prohibited.

RULE 33. VACATION LEAVE

- A. The City Council hereby authorizes and continues a recognition of a vacation leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B. Vacation Day – A “vacation day” for purposes of this benefit is defined as a ten (10) hour period for all full-time employees, unless otherwise specified.
- C. Eligibility to accrue Vacation Leave. Only regular full-time employees may accrue vacation leave under this policy, regardless of their probationary status. Part-time, seasonal, and/or temporary employees do not earn vacation leave.
- D. Vacation leave accrues only during periods in which the employee works or is otherwise on an approved paid leave status.
- E. Accrual Rate. An employee’s increase of vacation accrual begins with the first pay period of their 6th, 15th, and 20th years of service.
- F. The accrual of vacation hours specified below shall be calculated on a pro-rata basis by pay period.

Anniversary Date in Calendar Year	Vacation Benefit as of Anniversary Date of Calendar Year
1st through 5th years	80 hours (2 weeks)
6th through 14th years	120 hours (3 weeks)
15th through 19th years	160 hours (4 weeks)
20th year and above	200 hours (5 weeks)

- G. An employee may not utilize accrued vacation leave until he/she has successfully completed his/her initial employment probationary period.
- H. Employees are not required to take a full day of vacation; however, accrued vacation leave must be utilized in no less than one (1) hour increments.
- I. Employees may not “borrow” or receive an advance of unearned vacation time, except upon specific request and approval from the City Manager for good cause shown.

- J. Employees shall not receive payment for vacation in lieu of taking time off, except as otherwise provided in this Manual or as otherwise specifically authorized by the City Council.
- K. Use and Scheduling of Vacation Leave. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than thirty (30) consecutive days of vacation time may be taken.
- L. Maximum Accruals. The maximum number of vacation hours that may be accrued is two hundred and forty (240) hours. All time in excess of two hundred and forty (240) hours will be forfeited each year on September 30. Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is forfeited as of September 30th every year.
- M. Compensation for Vacation Leave. Vacation leave shall be paid at the employee's base rate of pay at the time vacation leave is taken. It does not include overtime or any special forms of compensation.
- N. Upon termination, retirement, resignation, death, or upon authorization and approval by the City Council, an employee shall be paid for accrued vacation leave using the employee's current straight time hourly rate in effect on the date of termination with the following exception:
 - Police – Old Vacation Hours will be paid using the straight time hourly rate of pay for such employee in effect on October 1, 1998.
- O. Payment for vacation hours is subject to the limitations specified in this rule, including the maximum accrual cap. Employees who are terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

RULE 34. SICK LEAVE

- A. The City Council hereby authorizes and continues a recognition of a sick leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B. Eligibility to Accrue Sick Leave. All full-time employees may accrue paid sick leave under this policy, regardless of probationary status. Part-time, seasonal, and/or temporary employees do not accrue sick leave.
- C. Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.

- D. Accrual Rate. Sick leave for employees shall be computed on the basis of eight (8) hours for each full month employed in a calendar year so as to total ninety-six (96) hours per year.
- E. Accrual of Sick Leave Unlimited. Employees will accrue sick leave hours so long as the employee holds a position with the City, but shall receive no payment or pay-out for accumulated sick leave at termination or separation from employment with the City.
- F. Utilization. Accrued sick leave may be utilized under the following circumstances:
 - 1. When an employee is unable to report to work because of illness or injury or other physical or mental disability that would prevent the employee from fulfilling the functions of his or her job duties; or
 - 2. When an employee's physical or mental condition is such that reporting to work would reasonably expose the employee's co-workers to the risk of illness or injury; or
 - 3. When state or federal law, such as the Family Medical Leave Act, otherwise allows an employee to utilize his or her own accrued sick leave time to care for other qualified members of the employee's immediate family, as such is defined in this Manual or other applicable law.
- G. To take advantage of this benefit, employees must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department and provide appropriate documentation when required.
- H. Documentation. Employees requesting paid sick leave must submit their request to their supervisor for approval.
 - 1. An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses sick leave for three (3) or more consecutive workdays, and at any other time if requested by the City.
 - 2. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member.
 - 3. If the employee fails to present such proof in a timely manner, use of sick leave will not be allowed, and no other paid leave may be used for the absence.
- I. Abuse of Sick Leave Privileges. Because sick leave is a benefit that covers conditions or situation defined in this Manual, the City reserves the right to investigate and to act upon

employee conduct that constitutes an abuse or misuse of sick leave. An employee who utilizes sick leave benefits under false or improper pretenses is subject to disciplinary action, up to and including termination.

- J. No Future Sick Leave Pay-Out Upon Termination or Separation. Except as otherwise provided in a separate labor agreement, or in carry-over policy for employees hired before and after 10/2/1998, City employees shall not be entitled to receive any future or further pay-out of accrued sick leave hours upon separation from employment, but shall continue to accrue such hours indefinitely for future utilization so long as the employee is employed by the City.

RULE 35. DONATED SICK LEAVE

- A. The purpose of this rule is to provide guidelines to establish a program that allows employees to donate sick leave accruals to fellow employees who have exhausted all paid leave.
- B. “Donated Sick Leave” is to be used in the event of catastrophic illness or injury by full-time employees by allowing employees with sick leave balances of at least forty-eight (48) hours to donate accrued sick leave to specific eligible employees.
- C. For purposes of this rule, the following definitions apply:
 - 1. A “catastrophic illness or injury” is defined as a life-threatening injury or illness of an employee, which totally incapacitates the employee from work as verified by a licensed physician and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic.
 - 2. “Employee” is defined as a full-time employee who is eligible for group benefits.
 - 3. A “licensed physician” means a practitioner, as defined in the Texas Insurance Code, who is practicing within the scope of his/her license in treating the employee or family member.
- D. Procedures for purposes of this rule are as follows:
 - 1. All employees wishing to receive donated sick leave must make a request to the Human Resources Director. Candidates must be full-time employees and must have already exhausted their own accrued paid leave, including sick leave, vacation leave and compensatory time.

2. The Human Resources Director will make the request for donated sick leave via the City's email system for citywide notification of an employee's request for donated sick leave.
 3. Sick Leave donors must submit a Leave Request form to the Human Resources Department. The Human Resources Director will accept donations for the request and then direct payroll to apply the appropriate number of sick leave hours to be added to the applicant's sick leave accrual balance.
- E. All City of Alvin restrictions on permissible uses of sick leave apply to the use of Donated Sick Leave. In no case may Donated Sick Leave be used in conjunction with a Workers' Compensation claim, and the employee is not eligible to receive disability benefits from the group insurance program.
- F. Sick leave donation, once made, shall not be reversed or rescinded. Any sick leave donated to an employee shall be treated as belonging in the sick leave account of the recipient employee.
- G. Additional donations for extenuating circumstances may be approved by the Human Resources Director. If an employee does not agree with the decision of the Human Resources Director, the employee may appeal to the City Manager. The City Manager's decision will be final.

RULE 36. BEREAVEMENT LEAVE

- A. The City provides probationary and regular full-time employees paid time off for bereavement leave, up to a maximum of three (3) workdays, in the event of a death(s) in the family. For the purpose of authorizing bereavement leave, "family" is defined as current spouse, children, stepchildren, parents, stepparents, parents of the employee's spouse, brothers, sisters, grandchildren and grandparents by blood or marriage.
- B. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.
- C. Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director.
- D. Employees who wish to attend funerals or for bereavement leave for other than family as defined above, must use vacation or compensatory time.

RULE 37. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

- A. The City provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to twelve (12) workweeks of unpaid leave each year for qualifying family and medical reasons.

- B. If both an employee and the employee's spouse are employed by the City, their combined time off for family leave may not exceed twelve (12) workweeks during any twelve (12) month period.
- C. FMLA Leave Runs Concurrently With Other Types of Leave. If an employee has any available accrued sick leave, it must be used concurrently with any available FMLA leave, provided the employee's absence is covered by the City's sick leave policy. Accrued sick leave taken for the purposes of FMLA for the employee or employee's immediate family will follow the guidelines set out in the sick leave policy. If the absence is not covered by the City's sick leave policy, the following leave time will be applied and will run concurrently with any remaining FMLA leave: compensatory time, accrued holiday leave, and lastly, vacation leave. FMLA leave will also run concurrently with any time off from work covered by workers' compensation.
- D. Employee Eligibility. To be eligible for FMLA leave, an employee must have worked for the City:
 - 1. for at least twelve (12) months; and
 - 2. for at least 1,250 hours during the twelve (12) months preceding the start of the leave.
- E. Leave Entitlement. Eligible employees may take reasonable leaves of absence for any of the following reasons:
 - 1. maternity purposes;
 - 2. the birth, adoption or placement of a foster child;
 - 3. to care for a spouse, child, or parent with a serious health condition, as defined by law;
 - 4. when the employee is unable to perform the functions of his/her position because of his/her own serious health condition; or
 - 5. as otherwise authorized by law, as amended from time to time.
- F. Leave Entitlement for Active Duty. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) weeks leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven (7) days of leave); (2) attending certain military events and related activity; (3) arranging for alternative childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five (5) days of leave); (7) attending post-deployment reintegration briefings; and (8) any additional member's active duty or call to active duty.

- G. Leave Entitlement for Line of Duty Injury or Illness. The FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- H. To determine eligibility for leave, the City uses a rolling twelve (12) month period measured backward from the date of any FMLA leave.
- I. Employee's Notice Requirements. For the City to accommodate an employee's workload during his/her absence, an employee seeking to take FMLA leave must provide both his/her Department Director and the Human Resources Director with at least thirty (30) days' advance notice when the leave is foreseeable.
 - 1. If the leave is not foreseeable, an employee is expected to provide both his/her Department Director and the Human Resources Director with as much advance notice as possible.
 - 2. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child or parent, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the City's operations.
- J. The City may also unilaterally place an employee on FMLA leave when information comes to the City's attention that would otherwise qualify an employee for FMLA leave.
- K. All supervisors must immediately notify both their Department Director and the Human Resources Director if they have reason to believe an employee's absence is due to an FMLA-covered reason. Under the FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements. The date of leave may be retroactive to the first day of the qualifying FMLA event.
- L. Medical Certification and Other Required Documentation.
 - 1. An employee must provide the City with medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child or parent.
 - 2. An employee must also provide periodic reports during FMLA leave as to his/her status and a statement of the employee's intentions concerning returning to work, including the beginning and expected ending dates of the leave.

3. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave.
 4. In some cases, the City may require a second or third medical opinion (at the City's expense) and periodic recertification of the serious health condition.
 5. Medical clearance is required for all employees desiring to return to work from taking leave as a result of a serious health condition.
 6. If an employee elects to take FMLA leave in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship.
 7. If an employee fails to provide any required certification within fifteen (15) days, the City may deny leave until the certification is provided.
- M. Intermittent Leave. An eligible employee may take FMLA leave on an intermittent or reduced schedule basis only if "medically necessary," or otherwise approved by the Department Director. When intermittent leave is needed, the employee must try to schedule the leave so as not to unduly disrupt the Department's operations. The City may temporarily transfer the employee to an alternative position (with equivalent pay and benefits) in order to better accommodate an employee's intermittent or reduced leave schedule.
- N. Benefits During FMLA Leave. Taking family leave will not result in the loss of any employment benefit accrued prior to the date on which the leave began, and seniority will not be affected. However, vacation and sick leave benefits shall not accrue during any period of unpaid leave of absence.
- O. An employee on family leave will remain covered under all employee benefit plans (medical, retirement, etc.) throughout the duration of the leave as if actively employed.
1. Where applicable, the employee must timely pay his/her share of health insurance premiums while on family leave.
- P. If the employee fails to return to work at the conclusion of the leave, the City will require the employee to reimburse it for the full cost of health care coverage during the period of leave. However, if an employee fails to return to work because of legitimate medical reasons or circumstances beyond the employee's control, he/she may not be required to reimburse the City for such benefits. Medical certification is required under such circumstances.
- Q. Job Restoration After FMLA Leave. An employee returning to work following a leave of absence under these family leave provisions shall be returned to his/her position or an equivalent position.
- R. Leave Due to Birth/Adoption. FMLA leave for birth, adoption or placement of a foster child must conclude within twelve (12) weeks of the birth, adoption or placement.

- S. FLSA Considerations. Salaried executive, administrative, professional and other employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave.
- T. Other Employment. Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Director and City Manager.
- U. TMRS. No loss of service credits with the City will occur as a result of an employee being in an unpaid status due to FMLA leave. No benefit credits, including TMRS contributions, will accrue while in an unpaid status.
 - 1. Human Resources will notify an employee who goes into an unpaid status of their contribution options with TMRS.
 - 2. It is the employee's responsibility to initiate arrangements with TMRS for contribution payments.
- V. Other Provisions. The FMLA does not affect any federal or state law prohibiting discrimination. This rule is intended to explain benefits available to eligible employees under the FMLA. It is not intended to create any rights to leave beyond those created by the FMLA. If additional information is needed on the FMLA, please contact the Human Resources Director. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his/her rights and responsibilities under the FMLA.

RULE 38. JURY DUTY

- A. The City provides paid leave to regular full-time employees required to serve on jury duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation, holiday or compensatory leave; otherwise, a nonexempt employee's time off will be considered a leave without pay.
- B. The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., to his/her supervisor as soon as possible so that arrangements can be made to accommodate the absence.
- C. Employees on jury duty leave should keep up with their job responsibilities if possible. An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service. Any payment for jury duty received by the employee may be retained by the employee.

- D. Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

RULE 39. ADMINISTRATIVE LEAVE

- A. The City may grant Administrative Leave With Pay to an employee, as a matter of discretion by the City Manager (or designee), when no other paid leave category is available or applicable and leave without pay would not be appropriate. The City Manager may also authorize Administrative Leave Without Pay.
- B. Department Directors may grant Administrative Leave With Pay only when a disciplinary decision is pending.
- C. Administrative Leave granted to an employee will be put in writing and forwarded to the Human Resources Director for proper payroll processing and placement in the employee's personnel file.

RULE 40. MILITARY LEAVE – USERRA

- A. The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military.
- B. This rule covers employees who serve in the uniformed services on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.
- C. Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than twenty-four (24) hours after the employee receives the military orders. To be eligible for paid military leave, employees must provide the official documents setting forth the purpose of the leave and, if known, its duration. Notice must be turned into the Department Director and the Human Resources Director as far in advance of the leave as possible.
- D. Paid Leave for Training and Duty.
 - 1. Full Pay for Up to Fifteen (15) Days. Employees will be paid for military absences of up to a maximum of fifteen (15) workdays per fiscal year. Shift employees will be transitioned into a forty (40) hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.
 - 2. Other Paid Leave. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., vacation leave, holiday leave, and compensatory time) to cover their absence from work.

3. Unpaid Leave. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.
4. Benefits. The City will continue to provide employees on paid military leave with most City benefits.
5. Medical and Dental. While an employee is on paid military leave (or any military leave of less than thirty-one (31) days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to twenty-four (24) months following separation of employment or until his/her reemployment rights expire, whichever event occurs first, for himself/herself and eligible dependents. Employees must pay 102% of the applicable premium to cover the cost of elective continuation coverage under the City's group health plan.
6. Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately, even if a waiting period is normally required for new or returning employees. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.
7. Other Benefits. While on paid military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, he/she will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.
8. TMRS. Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must return to work for the City within ninety (90) days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has either the lesser of five (5) years, or three (3) times the length of the military service to make up any TMRS contributions that were missed while on military leave.

- E. Returning from Military Leave.
1. Re-employment Rights. Employees who complete their military service will be re-employed in accordance with federal law.
 2. Deadline to Notify City of Intent to Return to Work. The deadline for an employee to return to work and/or notify the City that he/she intends to return to work following military leave depends upon how long the employee's military service lasted:
 - a. For service of less than thirty-one (31) days, employees have eight (8) hours following their return home from service to report for their next scheduled work period.
 - b. For service between thirty-one (31) days and one hundred and eighty (180) days, employees have fourteen (14) days following their release from service to apply for re-employment.
 - c. For service of more than one hundred and eighty (180) days, employees have ninety (90) days following their release from service to apply for reemployment.
- F. These deadlines may be extended for two (2) years or more when an employee suffers service-related injuries that prevent him/her from applying for re-employment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.
- G. Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than thirty-one (31) calendar days.

RULE 41. MENTAL HEALTH LEAVE

- A. The City of Alvin is committed to fostering a healthy and supportive work environment for all employees. Recognizing the importance of mental well-being, this Mental Health Leave Policy provides employees with the opportunity to prioritize their mental health.
- B. The City provides paid time off for full-time employees who have experienced or suffered trauma, due to a traumatic event in the scope of their 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.
- C. Eligible employees who suffer trauma as a result of a traumatic event in the scope of their 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.
- D. 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 segment. These workday segments may be eight (8), ten (10), twelve (12), or twenty-four (24) hour periods and will correspond to the employee’s normally assigned schedule.
- E. Approved employees 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.
- F. As with sick leave used for personal illness, employees taking mental health leave may not work outside employment for the duration of the leave.
- G. Mental Health Leave is paid at the employee’s base rate at the time of absence. It does not include overtime or any other special forms of compensation.
- H. 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.
- I. The written request for 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.
- J. The City of Alvin Human Resource Department will coordinate and provide mental health services and contacts for employees who have been approved for Mental Health Leave.
- K. Prior to returning to work, the City may request the employee to provide a medical release as a requirement in order to return to work.
- L. Upon returning to work, employees are expected to resume their regular duties. No adverse action will be taken against employees for taking approved mental health leave.

RULE 42. QUARANTINE LEAVE

- A. Pursuant to Texas Local Government Code Section 180.008, this Paid Quarantine Leave policy for EMS, Fire, and Police is for personnel who are employed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

- B. Eligible employees, both full and part time, who are ordered to quarantine or isolate by their immediate supervisor, physician, or county health authority due to a possible or known exposure to a communicable disease while on duty are entitled to receive paid quarantine leave for the duration of the leave.
- C. If applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs will be provided to the employee.

RULE 43. PAID PARENTAL LEAVE

- A. Flexible and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. The City of Alvin provides Paid Parental Leave (PPL) to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care, or other legal placement to care for and bond with the child.
- B. To be eligible for the PPL, an employee must be eligible for leave under the Family and Medical Leave Act (FMLA) by meeting the following criteria:
 - 1. have been employed with the City for at least 12 months (the 12 months do not need to be consecutive);
 - 2. have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin; and
 - 3. be regularly scheduled to work 20 or more hours per week in a full-time reduced-schedule position.
 - 4. Temporary or seasonal employees and interns are not eligible for PPL.
- C. In addition, employees must meet one of the following criteria:
 - 1. Have given birth to a child;
 - 2. Be a co-parent to a person who has given birth to a child;
 - 3. Have adopted a child aged 17 or younger, except for adoption by one spouse of the other spouse's child; or
 - 4. Placement with the employee of a foster child, or other child, to whom the employee stands in the position of a parent (in loco parentis), age 17 or younger.
 - 5. PPL is not allowed for placement of a child in parental custody cases or legal assignments as a Guardian ad Litem.

- D. The City of Alvin provides up to four weeks (160 hours) of PPL during a rolling 12-month time frame. In no case will an employee receive more than four weeks of PPL regardless of whether more than one birth, adoption, or foster care placement occurs within that 12-month time frame. If both parents are employed by the City, and each is eligible for PPL as provided in this policy, each parent may use a maximum of four weeks of PPL.
- E. For adoptions, the employee may choose whether the date of adoption of a child is the date the child is placed in the employee's home in anticipation of legal adoption or the date the adoption is approved by a court of law.
- F. Each week of PPL is compensated at 100 percent of the employee's regular, straight-time weekly pay. PPL will be paid on a biweekly basis on regularly scheduled pay dates.
- G. Approved PPL may be taken at any time during the 26-week period immediately following the birth, adoption, or placement. Employees may take PPL continuously or intermittently (intermittent schedule must be approved by supervisor), but all PPL must be used during the 26 weeks following the child's birth, adoption, or placement. Any unused PPL will be forfeited at the end of the 26-week time frame. Upon termination of the individual's employment at the City, employees will not be paid for any unused PPL for which they were eligible.
- H. Coordination with Other Policies
 - 1. In no case will the total amount of leave for the birth, adoption, foster care, or other legal placement, whether paid or unpaid, granted to the employee exceed 12 weeks. Available leave (for example, sick, vacation, holiday) may be used to extend paid leave beyond the four weeks of PPL. Employees are not required to exhaust all leave before taking PPL.
 - 2. The City of Alvin will maintain all benefits for employees during the PPL period just as if they were taking any other paid leave.
 - 3. If a City holiday occurs while the employee is on PPL, the absence will be charged to holiday pay.
- I. Request for PPL
 - 1. PPL runs concurrently with FMLA; however, if an employee has exhausted all available FMLA because of a reason that is not the birth, adoption, or placement of a child, the employee is still eligible for up to four weeks of PPL. The employee must submit their FMLA request to the Human Resources Department within 30 days before the proposed date of the leave (or if the need for leave was not foreseeable, as soon as possible after the need for leave is identified). The employee

must complete the necessary forms and provide all documentation as required by the Human Resources Department to substantiate the request.

2. The decision regarding the request for leave will be provided in writing by Human Resources Department within 15 days of the request. Any delay in making the decision or informing the employee of the decision will not extend the total PPL entitlement period.
3. As is the case with all policies, the City of Alvin has the exclusive right to interpret this policy.

RULE 44. VOTING

- A. The City of Alvin values and encourages the civic engagement of its employees. All full-time employees are eligible for paid time to vote.
- B. This paid time shall not exceed two (2) hours per pay period to vote in any local, state, or federal election.
- C. This time is intended to be utilized when the polls are open, and employees are scheduled to work. This allows employees to cast their vote without affecting their pay or accrued leave benefits.
- D. Employees must notify their supervisor with as much advance notice as reasonably possible. Efforts should be made to schedule the leave at a time that minimally disrupts the normal departmental workflow.



PERSONNEL POLICY MANUAL

SECTION VI. INSURANCE AND RETIREMENT BENEFITS

RULE 45. INSURANCE BENEFITS

- A. The City Council hereby confirms its authorization for certain insurance benefits for its employees, under the terms and conditions specified herein and in accordance with applicable state and federal law. The City reserves the authority to modify the scope and breadth of benefits from time to time taking into account considering the fiscal needs of the City as well as the needs of its employees.
- B. All full-time employees are eligible to sign up for insurance benefits upon hire. Generally, the City offers medical, dental, vision, life, and long-term disability insurance.
 - 1. Part-time, seasonal, or temporary employees are not eligible for insurance benefits.
 - 2. All new hires must complete their enrollment within 30 days of their date of hire.
- C. Optional and supplemental insurance information will be provided to all employees by the Human Resources Department upon hire and annually during open enrollment.

RULE 46. WORKERS' COMPENSATION

- A. The City carries a workers' compensation insurance policy. In cases of job-related injuries, provisions and benefits available under workers' compensation are activated.
- B. All employees, regardless of status, are covered by our workers' compensation policy. This coverage extends to injuries or illnesses that occur in the course and scope of employment.

- C. Employees are required to promptly report any work-related injuries or illnesses to their supervisor or manager. Failure to report incidents in a timely manner may impact the employee's eligibility for workers' compensation benefits.
- D. Employees who are unable to work due to a work-related injury or illness may be eligible for workers' compensation benefits. The benefit will be calculated by the City's workers' compensation insurance provider.
- E. Employees are expected to cooperate fully with the workers' compensation process. This includes providing accurate and timely information, attending medical appointments, and participating in fitness-for-duty testing, if necessary.

RULE 47. RETIREMENT

- A. The City participates in the Texas Municipal Retirement System, which provides retirement benefits to eligible employees.
- B. A deduction from the employees' salary is supplemented by the City's two-to-one (2-1) matching contribution of seven percent (7%) of gross income. Participation by every full-time regular employee is a condition of employment.
- C. The City participates in the Federal Social Security and Medicare Programs which provide benefits upon retirement. A deduction from the employee's salary is matched by the City for this benefit. Participation by every employee is a condition of employment.
- D. Supplemental retirement accounts are offered to employees. The Human Resources Department can provide more information on opening a 457 Deferred Compensation Account or Roth IRA account.
- E. Retirement Awards. Employees with the following length of service with the City of Alvin and who retire will be awarded a gift equal in value to:

25 years or more	\$ 500.00
21 to 24 years	\$ 400.00
15 to 20 years	\$ 300.00
10 to 14 years	\$ 200.00

The responsible Department Director will notify the City Manager within thirty (30) days of the anticipated retirement. Said Department Director will be responsible for purchasing an appropriate gift.

RULE 48. GROUP HEALTH CONTINUATION COVERAGE

- A. COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage, plus any applicable administrative fees.
- B. Under COBRA, employees may elect COBRA continuation coverage for up to eighteen (18) months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to thirty-six (36) months following a qualifying event. Employees must notify the Human Resources Director within thirty (30) days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.
- C. Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. These notices will be sent to the employees by our health insurance provider.
- D. The City will also abide by and implement all continuation coverage that may be mandated by state or federal law at any given time.



PERSONNEL POLICY MANUAL

SECTION VII. CITY EQUIPMENT GENERALLY

RULE 49. CITY PROPERTY & EQUIPMENT USE GENERALLY

- A. The City attempts to provide employees with adequate tools, equipment and facilities for the City job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of equipment. Any City-provided safety equipment must be used at all times.
- B. From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and electronic devices. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.
- C. At the time of issuance of City property and equipment, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before their final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.
- D. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.
- E. Employees must notify their supervisor immediately if any equipment, machine, tool, etc., appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment will likely result in disciplinary action, up to and including termination of employment.

- F. Personal Use Prohibited. City property, materials, supplies, tools, or equipment may not be removed from the premises or used for personal business without prior written approval by the City Manager or the Department Director.
- G. The City may, at any time, check the driving record of a City employee who operates City equipment as part of his/her job duties to determine whether he/she maintains the necessary qualifications as a City driver. Employees agree that they will cooperate in giving the City whatever authorization is required for this purpose.
- H. The above is not a complete and exhaustive list of equipment use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of City equipment, may result in disciplinary action, up to and including termination of employment.
- I. Personal Property. All employees shall be responsible for their personal property at all times.

RULE 50. IDENTIFICATION BADGES

- A. City of Alvin employees are required to wear their City-issued identification badges and prominently display them while present in any City Facility. This policy applies to all employees, including full-time, part-time, temporary, seasonal, and contract personnel.
 - 1. At the discretion of the Department Director, uniformed or undercover employees may be exempt from this policy.
- B. Employees must wear their identification badges in a way that is clearly visible and easily identifiable. Badges should not be obscured by clothing or other items.
- C. City-issued identification badges shall prominently display the employee's name, position or title, and photograph for easy identification. Any badge that is damaged, lost, or stolen must be reported to the Human Resources Department immediately for replacement. A badge replacement fee of \$2 will be deducted from the employee's pay if misplacement becomes frequent.
- D. City Security personnel, City Management, Department Directors, and designated supervisors have the authority to enforce this policy and may conduct random checks to ensure compliance. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

RULE 51. ELECTRONIC COMMUNICATIONS AND SYSTEMS ACCESS USE

A. Unacceptable Uses of Electronic Communications Systems include:

1. using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties;
2. accessing, displaying, downloading, or distributing sexually explicit material;
3. accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content;
4. copying or downloading commercial software in violation of copyright law;
5. using the systems for financial gain or for any commercial activity unrelated to City business;
6. using the systems in such a manner as to create a security breach of the City network;
7. looking at or applying for work or business opportunities other than for internal City postings;
8. accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual preferences;
9. transmitting or sharing information regarding a coworker's health status without his/her permission;
10. expressing opinions or personal views that could be misconstrued as being those of the City;
11. expressing opinions or personal views regarding management of the City or other political views; and
12. using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.

RULE 52. COMPUTER USE POLICY

- ### **A.**
- The City's intentions for this Computer Use Policy is not to impose restrictions that are contrary to the established culture of openness, trust and integrity. The City is committed to protecting employees and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.

- B. Resources provided to employees are to be used as tools to aid the employee in accomplishing his/her job duties. Related resources include but are not limited to any city owned or leased computers, cell phones, data shares, electronic mail, network accounts, office equipment, software, and web browsing. These resources should be used for business purposes in serving the interest of the City and the citizens of Alvin in the course of normal operations.
- C. Effective security is a team effort that requires the participation and support of every employee who deals with information or information systems. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly. Inappropriate use exposes the City to risks including virus attacks, compromise of network systems and services, including legal issues.
- D. This policy applies to employees, consultants, contractors, temporaries, and other contractors or vendors working at the City, including all personnel affiliated with third parties. This policy also applies to equipment owned or leased by the City and related application software. This policy is not intended to apply to employees' off-duty use or elected officials' use of private equipment or software having no connection to the business of the City.
- E. Various Departments may have additional and/or more restrictive policy requirements than those contained in this policy. These requirements will be provided by the Department Director for each particular department.
- F. General Use and Ownership.
 - 1. While the City's network administration desires to provide a reasonable level of security, users should be aware that the data they create on City systems remains the property of the City. Because of our need to protect the City's network, management cannot guarantee the confidentiality of information stored on any network device belonging to the City.
 - 2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use of city computers. Department supervisors shall be responsible for ensuring that his/her employees comply with this policy.
 - 3. For security and network maintenance purposes, authorized security and network maintenance personnel within the City or contracted with the City may monitor equipment, systems and network traffic at any time. The City reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

G. Security and City of Alvin Information.

1. All materials or information sent or received by email or over the internet shall be considered the property of the City. It is recommended that users incorporate encryptions or confidentiality disclaimers (approved by the Chief Information Technology Officer) for any data as needed. Examples of confidential information include, but are not limited to: Employee records, Legal documents, and financial data/documents. Employees should take all necessary steps to prevent unauthorized access to this information.
2. All PC's, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at ten (10) minutes or less, or by logging-off (control-alt-delete) when the host will be unattended.
3. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly.
4. All hosts used by employees that are connected to the City's Internet/Intranet/Extranet, whether owned by the employee or the City, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.
5. Employees must use extreme caution when opening e-mail or attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

H. Unacceptable Uses. The lists below are by no means exhaustive, but constitute an attempt to provide a framework for activities which fall into the category of unacceptable use.

1. System and Network Activities. The following activities are strictly prohibited, with no exceptions:
 - a. engaging in an activity that is illegal under local, state, federal or international law while utilizing City owned resources;
 - b. unauthorized access, use or removal of City hardware, software, and data is strictly prohibited;
 - c. revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home. Only the use of your assigned domain logon is permissible;

- d. using any program/script/command to illicitly capture data, interfere with another user session or attempt to gain more access to the City computer systems than otherwise allowed by a user's job duties;
 - e. using any means to bypass, disable or circumvent any City Internet filters or blocks. This includes the use of "proxy servers" to mask the true address of destination web sites to allow access to blocked sites;
 - f. storing personal files such as pictures, music and video files on City servers, unless specifically necessary for a legitimate job function. IT staff will notify a user about such files if they are located. If they are not removed in a reasonable amount of time, the files will be deleted;
 - g. using City computer systems to purposefully access any Internet website that is of a racially offensive, obscene or sexually oriented nature; and
 - h. using City computer systems to perform real time live streaming, (such as video, radio, or TV broadcasts), except in those instances used specifically for City related business, such as webinar training.
2. Website, Email and Communication Activities. The following activities are strictly prohibited, with no exceptions:
- a. sending unsolicited e-mail messages, including the sending of "Junk mail" or other material to individuals who did not request such material (e-mail spam);
 - b. creating or forwarding "chain letters," "Ponzi" or other "pyramid" schemes of any type;
 - c. any form of harassment via email, telephone, or paging whether through language, frequency, or size of messages; and
 - d. submitting, forwarding or displaying any defamatory, purposefully inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages.
3. Blogging Social Networking. Social Networking and Blogging is prohibited unless a Social Media Request form is complete and submitted to the IT Department for review. If approval is granted by the IT Department, the City Manager may approve, or disapprove, the request at his/her discretion.
- I. Employees should be aware that the City does not recognize any right of privacy in connection with the personal use or personal content maintained or otherwise found on City computer equipment.

- J. Disciplinary Action. Any employee found to have violated this policy, or other state and federal laws, may be subject to disciplinary action, up to and including termination of employment.

RULE 53. CYBERSECURITY TRAINING

Employees must complete cybersecurity training as recommended by IT Management and/or as mandated by local, state, or federal laws.

RULE 54. SOCIAL NETWORKING POLICY

- A. The City, in an ongoing effort to maintain effective communication to and with residents and other audiences, uses Social Networking Outlets to deliver messages to users and to encourage resident involvement, interaction and feedback. This policy sets guidelines for the use of Social Networking Outlets in an effort to ensure timely, accurate and appropriate use of those outlets to deliver clear, concise and consistent messages on behalf of the City.
- B. The City realizes that a large number of employees, as well as the general public, use Social Networking Outlets to communicate with others and to keep abreast of current events. This policy is not meant to hinder that flow of information but is meant to provide guidelines for information posted to City-Administered sites and appropriate on-line behavior of City employees.
- C. This policy applies to employees, consultants, contractors, temporary employees, and other workers at the City, including all personnel affiliated with third parties.
- D. This policy applies to Networking Sites, Bulletin Sites, Multimedia Sites, and any Blogs or Message Boards. Any Social Networking Outlets implemented by the City shall be operated in compliance with this policy. The lack of explicit reference to a specific site does not limit the extent of the application of this policy.
- E. Various City departments may have additional and/or more restrictive requirements than those contained in this policy.
- F. General Rules of Use.
 - 1. City presence on Social Networking Outlets will be administered by the City's Public Information Officer.
 - 2. If a specific City Department or Division wishes to create a presence on a Social Networking Outlet, such a request must originate from the Departmental Director and be approved by the City Manager prior to implementation. Sites in violation of this policy may be removed at any time.

3. Information posted by staff on official City pages must be factual and must not impair public confidence in the operation of City Government or the performance of individual employees or departments.
4. As public forums, City-administered pages will accept connection requests from the public. City-administered pages will not submit Connection requests to individual users with the following exceptions:
 - a. elected or appointed officials of the City or other governing body;
 - b. City Employees;
 - c. other government-run user profiles (e.g., cities, counties, state, etc.);
 - d. partner agencies approved by Public Information Officer; or
 - e. news media outlets and representatives.
5. Bulletins and Comments containing any of the following shall not be posted and shall be removed by the City if found to be posted:
 - a. profane language or content;
 - b. content that promotes, fosters or perpetuates discrimination on the basis of race, creed, skin color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - c. sexual content or links to sexual content;
 - d. threats of violence;
 - e. solicitations of commerce;
 - f. conduct or encouragement of illegal activity;
 - g. information that may tend to compromise the safety or security of the public or public systems; or
 - h. content that violates proprietary information of any other party.
6. Where feasible, City-administered sites that permit user Comments will prominently display the following disclaimer:

The purpose of this site is to present matters of public interest in Alvin, Texas, including its many residents, businesses and visitors.

We encourage you to submit questions, comments and concerns, but please note that the City of Alvin reserves the right to delete or block submissions that contain vulgar language, personal attacks of any kind, encouragement of violence or other criminal activity, material of sexual nature, solicitation of commerce, infringement on copyrights or trademarks or offensive comments that target or disparage any ethic, racial or religious group.

Please note that user comments expressed on this site do not necessarily reflect the opinions or positions of Alvin city government, its officers or employees. Further, the City of Alvin is not responsible for the content posted by individual users on their own sites and pages. If you have any questions concerning the operation of this site, please contact Public Information Officer.

7. Hyperlinks and connections to City-administered sites may be placed on the homepage of the City's official website (www.alvin-tx.gov). Social site addresses may be used in appropriate marketing materials, but only in conjunction with and subordinate to the City's official web address.

G. Site Administration.

1. The City retains intellectual rights to all content placed in City-administered sites by employees.
2. The Public Information Officer will maintain a current list of all City-administered sites, access information for each site and employees who have been provided with access information. If an employee with access to any City-administered site leaves the organization for any reason the Public Information Officer will change the access information and distribute the changes to appropriate personnel.

H. Third-Party Sites.

1. Only the City Manager's Office or Department Directors are authorized to respond to information about the City that is posted on sites not maintained by the City. The Public Information Officer should be notified of any proposed response prior to the posting to ensure an appropriate and consistent message.
2. Employees who become aware of incorrect, inflammatory or potentially damaging information that has been posted on publicly accessible third-party sites should notify their Departmental Director and/or Public Information Officer.
3. When responding to information posted on a publicly accessible site, the City representative must clearly identify themselves as such. The response cannot impair the public's confidence in the operation of the City government or the performance of individual employees.

I. Employee Sites.

1. The City recognizes that many City employees use Social Networking Outlets for their own purposes. This policy does not extend to individual employee sites, except that employees may be subject to disciplinary action for Internet postings that could impair the public's confidence in the operation of the City government or the performance of individual employees.
2. Any employee that identifies themselves on Social Networking Outlets as City employees or displays readily identifiable information that identifies them as a City employee (e.g., workplace photos or clothing) may be subject to disciplinary action for posting items that tend to bring the City or their individual Department into disrepute.
3. Employee sites may not be designed in such a way as to cause users to believe the site is City-administered or endorsed by the City, including unauthorized use of City logos and trademarks. Connections with City-administered sites are permitted.

J. Advertising and Sponsorships. The City will not solicit or accept paid advertising in association with its presence on Social Networking Outlets.

RULE 55. CELL PHONE POLICY

- A. The purpose of this policy is to provide guidelines and criteria regarding the approval and use of a monthly cell phone stipend, or use of a City-issued cell phone.
- B. Employees whose job duties include the frequent need for use of a cell phone may receive extra compensation in the form of a cell phone stipend to cover business related costs on their personal cell phone or use a City-issued cell phone. Department Directors shall identify which employees within their department qualify for a stipend or the use of a City-issued cell phone.
- C. The requesting department will bear all costs associated with a monthly stipend or the purchase of a City-issued cell phone and any associated accessories and maintenance. The requesting department is responsible for documenting the issuance of a cell phone and associated accessories to each employee, and for ensuring that all items are returned once the employee is deemed to no longer be eligible for a City-issued cell phone, such as when changing job duties, or positions, exiting the department (or the City), and when such telephone services are terminated for any reason. If an employee is deemed to no longer be eligible for a monthly stipend, the approving department is responsible for ensuring that the stipend is terminated. All actual purchases of City phones, data devices, and/or accessories will be processed by Information Technology (IT).
- D. The monthly cell phone stipend is designed to offset the cost to the employees for using their personal devices for city business. Cell phone stipends are best used for employees

who already have a personal cell phone, are willing to use it for city business, and wish not to carry both a personal and work phone.

1. The approved cell phone stipend payments will be paid twice monthly as part of the employee's paycheck and will be subject to all applicable payroll taxes. Stipends are effective within the pay period that the cell phone stipend is scheduled. No retroactive stipends will be permitted.
 2. The cell phone stipend does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to salary increases, promotions, etc.
- E. Monthly stipend amounts may vary from year to year according to the appropriation of funds in the annual budget and approval of the City Manager. These rates are based on what the City would pay if the phones were issued through the City's provider. They are not intended to pay the full cost of the employee's phone.
- F. Employees who receive a stipend to supplement the cost of their cell phone plan recognize that any business-related calls or data on their personal cell phone is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code.
1. The employee receiving a stipend must retain an active cell phone contract as long as a cell phone stipend is in place. The employee must provide their Department Director and Human Resources Department with their current cell phone number and immediately notify both parties if the number changes.
 2. Employees receiving a cell phone stipend will be expected to carry said cell phone to respond to necessary communications regarding City business via voice, text or email. Essential employees may be directed to carry their cell phone to respond to business communications, while off duty. Employees who receive a cell phone stipend shall receive City email through said cell phone. Access to City email can be installed on the employee's cell phone by the IT Department, with their supervisors' approval.
 3. Any additional cell phone features are at the expense of the employee and any upgrades or damage to the employee's phone are not reimbursable through the City. However, there may be extenuating circumstances as deemed appropriate by the Department Director.
 4. If an employee changes position or department, they will be required to have authorization from their new Department Director to continue with the cell phone stipend, if applicable.
 5. Employee's cell phone service contracts are between the carrier vendor and the employee. The employee will be solely responsible for all payments to the service provider. Only one (1) cell phone stipend will be provided per employee. The

stipend will be terminated upon the employee's separation and will coincide with the effective date of the separation. The employee's supervisor shall provide the Human Resources Department with the date of separation.

6. If, prior to the end of the cell phone contract, the cell phone stipend is discontinued, either through a personal decision by the employee, or employee misconduct or misuses of the phone; or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibilities.
- G. Those employees using a City-issued cell phone are responsible for safeguarding the phone to prevent unauthorized access and for its physical safekeeping. It is expected that employees may make personal calls on a City-issued cell phone and will be allowed, as long as it does not add any additional cost to the cell phone bill.
1. City-issued cell phones may be monitored, inspected, or retrieved by appropriate City staff at any time and the employee shall have no expectation of privacy on their City-issued cell phone. Information generated on the city issued cell phone regarding any City business is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code.
 2. Employees who damage, misplace, or lose a City-issued cell phone, may be responsible for paying for the replacement or repairs of the phone.
- H. City owned cell phones assigned to individual departments may be used by multiple employees on an as-needed basis during the workday, or by an employee being designated as the on-call department representative. These phones are intended to be used solely for business use. Such phones will not be assigned to an individual and shall not be taken home by employees, except when an employee is assigned by the department to be "on-call" after normal work hours.
- I. The City recognizes that many employees have cell phones that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of cell phones at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action, up to and including discharge.



PERSONNEL POLICY MANUAL

SECTION VIII. VEHICLE POLICIES

RULE 56. VEHICLE UTILIZATION POLICY

- A. City Vehicles shall be used only for City business except as otherwise provided in the rules adopted by this policy and the Public Safety Department Policy. Driver responsibility plays a pivotal role in reducing vehicle accidents among all City employees, achieved through meticulous driver record screening, practical training, and educational initiatives.
- B. This policy applies to all full-time, part-time, and seasonal employees.
- C. Police, Fire and EMS are subject to the City's Vehicle Policy in addition to the Texas Public Safety Department Policy, which may incorporate some or all of the provisions of this policy. Where different, the Texas Public Safety Department Policy shall control.
- D. Use of a City vehicle by an employee is neither a right nor a privilege; rather it is a trust conferred to facilitate necessary performance of job duties. Use of a City vehicle should always lead to a positive perception by our citizens.
- E. Definitions. For the purposes of this policy, the following definitions shall apply:

Authorized Personnel shall mean those persons authorized to use a City vehicle in accordance with these procedures.

City Business shall mean any authorized work or activity performed by a City employee or other person on behalf of the City.

City Vehicle shall mean any motor vehicle or motor-driven equipment owned, leased or insured by the City.

De Minimis Use shall mean use of the vehicle for a reasonable and infrequent basis (small detour such as driving to lunch while on business).

On-Call Employees shall mean those employees subject to being summoned to perform City work or duties beyond their normal work hours.

Personal Use shall mean any use of the vehicle other than specific city business (includes commute from residence to the work site for on-call weekend use).

F. Driver's Licenses and Driving Records.

1. The City requires that all employees driving or operating a City vehicle or equipment have the appropriate operator's or commercial driver's license as required by the State of Texas. Employees who use their personal vehicle while conducting City business shall maintain current liability insurance and driver's license in accordance with Texas law. Failure to maintain current liability insurance and driver's license may result in disciplinary action up to and including termination.
2. Before the operation of any City vehicle, Human Resources will conduct a driver's license check on all newly hired employees whose essential job functions include the operation of City vehicles/equipment. The HR Department will also conduct a driver's license check on all newly hired employees who will receive a car allowance, or any employee that will conduct City business in their personal vehicle prior to the use of his/her personal vehicle to conduct City business. All employees shall maintain a current Texas Driver's License and be insurable through the City's insurance carrier, Texas Municipal League Intergovernmental Risk Pool.
3. An application does not meet criteria and will not be considered for positions requiring driving if the record reveals any of the following:
 - a. Three (3) or more moving violations, at-fault accidents (the accident and any subsequent tickets related to the accident will be considered one event) or any combination in the previous twenty-four (24) months; or
 - b. Four (4) or more moving violations, at-fault accidents (including the subsequent tickets related to the accident), or any combination in the previous thirty-six (36) months; or
 - c. One (1) Driving While Intoxicated (DWI) or One (1) Driving Under the Influence (DUI) conviction in the previous thirty-six (36) months, including probated sentences; or
 - d. Suspended, expired, or non-Texas license. New hires with an out-of-state license will have thirty (30) days to obtain a Texas license.

4. The Human Resources Department will conduct annual verification checks of all relevant employees' Commercial Driver's Licenses (CDL) through the Federal Motor Carrier Safety Administration (FMCSA) database to ensure compliance with regulatory requirements. This will apply to all current and future employees who possess a valid Commercial Driver's License.
5. Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in driver's license status and any and all arrests, charges, or convictions for DWI, DUI, Involuntary (vehicular) Manslaughter, or Reckless Driving, whether or not such incidents arose out of work-related driving. Employees shall make such self-disclosure to his/her Director and the Human Resources Director at the earliest opportunity and shall not operate any City vehicle/equipment or their personal vehicle to conduct City business until cleared to do so by the Human Resources Director. Employees who fail to make such required self-disclosure at the earliest opportunity shall be subject to disciplinary action up to and including termination.
6. In recognition of the fact that each disciplinary instance may differ, the City retains the right to treat each disciplinary occurrence on an individual basis without creating a precedent for other cases that may arise in the future. The following criteria may be considered, as appropriate, in determining action to be taken:
 - a. Severity and type of violation(s);
 - b. Impact of the violation(s) on other employees and/or customers of the City;
 - c. Employee's length of service and previous work record;
 - d. Period of time since previous coaching or discipline;
 - e. Disciplinary actions taken by the City with other employees for similar violations(s).
7. The requirements for self-disclosure in Sections 6 above do not in any way affect the requirements of holders of a Commercial Driver's license from notifying the City within thirty (30) days of any conviction, in any jurisdiction, for a traffic violation (except parking) regardless of the type of vehicle being operated or the suspension, revocation or cancellation of license.

G. Driver Safety and Training.

1. Department Directors shall confirm that an employee or applicant has demonstrated the ability to operate vehicles and special equipment in a safe and competent manner by requiring the employee to operate the equipment to the satisfaction of his/her supervisor. Training will be conducted for those individuals who cannot

satisfactorily operate such equipment. Under no circumstances shall an unsupervised employee be allowed to operate a vehicle or piece of equipment for which he or she is untrained or unqualified.

2. All City drivers shall wear safety belts when any vehicle is in motion and require all occupants (including back seat passengers) of the vehicle to do likewise. This Section applies to motor vehicles, other than motorcycles, as those terms are defined by Texas Transportation Code.

H. Rules and Regulations for Use of City Vehicles.

1. No employee shall use a City vehicle for commuting to or from his/her residence during off-duty work hours unless authorized to do so in accordance with these procedures and regulations.
2. Every employee who is responsible for a City vehicle shall properly secure, lock and remove the ignition keys from the vehicle at any time during which the vehicle is parked and unattended.
3. No employee shall use a City vehicle to transport any person, except for the purpose of performing City business.
4. Every employee driving a City vehicle shall use best efforts to park the vehicle off-street, except when otherwise necessary to perform City business.
5. Every employee who drives or is otherwise responsible for a City vehicle shall use all reasonable care in the operation and use of the vehicle and shall promptly report to the appropriate person or department any needed service, repairs, or maintenance.
6. Each employee operating a City vehicle shall comply with all applicable traffic laws. An employee will be personally responsible for any fines incurred as a result of driving or parking violations while driving a City vehicle or their personal vehicle while on City business.
7. The possession, transportation or consumption of any alcoholic beverage or any controlled substance within or upon any City vehicle is expressly prohibited except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
8. Employees are not authorized to conduct personal business in City vehicles during work hours except as specifically authorized by this policy. "Personal business" includes running personal errands and shopping.
9. During scheduled work shifts, an employee operating a City vehicle is authorized to stop for limited time periods for meals, refreshments, restroom breaks, and other

de minimis stops. Discretion shall be used by the employee when other City vehicles are already present at the establishment.

10. Employees operating City vehicles are not authorized to transport family members or friends for non-City business. Supervisors may grant specific and limited exceptions to this rule when the employee demonstrates good cause and an urgent need. Supervisors may only grant such exceptions on a case-by-case basis and may not grant blanket exceptions on a continuing basis.
11. Supervisors may authorize employees to operate City vehicles to transport sick or injured individuals to medical care facilities in specific emergency situations. Each supervisor is strongly encouraged, if time permits, to discuss any such authorizations with his/her Director or the City Manager.
12. A City employee driving a City vehicle or personal vehicle for City business is expected to drive with safety as their first consideration. This includes driving safely while operating voice cellular telephones and electronic devices.
13. The use of cellular devices for texting or any electronic device while driving a City vehicle or personal vehicle during City business is strictly forbidden. The only exception is the authorized use of electronic devices, such as laptops or radios, for official City business purposes.
14. Employees authorized to operate City vehicles and equipment should be aware that the operation and appearance of such vehicles and equipment reflects on the professionalism of the driver, the department, and the City. As such, employees must be constantly aware of their actions and ensure that their behavior, appearance and operation exhibit the highest in professionalism and courtesy.
15. City vehicles and equipment are not considered private property and may be searched at any time for any reason.
16. Smoking and the use of smokeless tobacco products are prohibited in City vehicles and equipment except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
17. No City employee may carry firearms or other weapons that are not required for his/her position with the City in any City vehicle or equipment while conducting City business.
18. The City does not provide insurance coverage for any loss of personal articles that may be stolen from a City vehicle and will not be responsible in any way for such loss.
19. An employee who operates a City vehicle is required to pay for any moving violations, parking citations and/or toll charges for which they are responsible.

20. Employees authorized to take a city vehicle home must drive the vehicle to and from work by the most direct route, without any deviation. The location of home storage may not be further than ten (10) miles from the City limits, unless approved in writing by the City Manager.
21. During declared City emergencies, Department Directors shall have the authority to assign vehicles as necessary during duration of an emergency.

I. Take-Home Vehicles.

1. Certain employees may be identified by the Department Director or City Manager as requiring a take-home vehicle. Regular assignment of a City vehicle to be taken home by an employee will be reviewed by the Finance Director and authorized by the City Manager.
2. A Take-Home Vehicle Request/Justification Form must be submitted by the requesting employee's supervisor to the Department Director prior to the employee being allowed to take a City vehicle home. The Department Director must then submit that request to the Finance Director who will forward it to the City Manager for approval. A separate request form is required for each position that a vehicle is to be used for callback or standby purposes or as approved by the City Manager for temporary situations. Positions that utilize a take-home vehicle will be reviewed on an annual basis and will require approval each year.
3. Employees given the use of take-home City vehicles must execute a written acknowledgement regarding receipt of said vehicle with the Finance Department. Departments must annually forward a list of employees with take-home City vehicles to the Finance Department. The Finance Department will keep a central list of employees with take-home City vehicles. It is each department's responsibility to update the Finance Department with all current information.
4. Aside from providing services and conducting business related to the City, take-home vehicles may be used for commuting and de minimis personal errands during workdays pursuant to the Internal Revenue Service (IRS) regulations. Employees using take-home vehicles must comply with all other Rules and Regulations for the Use of City Vehicles provided in Rule H above.
5. The City is required to comply with the IRS's regulations regarding the reporting of income. Since the only authorized non-business use is commuting and de minimis personal errands, the City will use the Commuting Valuation method to report income. This method will use Three Dollars (\$3) per day for each day of commuting (including any on-call weekend use) as the amount of taxable income reported to the IRS. This amount may be amended by the IRS at any time.

6. Marked and unmarked Law Enforcement vehicles, Emergency Medical Service vehicles and Fire Emergency Response vehicles are excluded from this IRS requirement.
7. Employees authorized to use take-home City vehicles who submit leave notices for five (5) or more consecutive workdays must make arrangements with their supervisors to leave the vehicle and keys for use of the vehicle by other City personnel during such period.
8. The approval for a take-home vehicle shall be made for the purpose of assuring the performance of City business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.

J. Use of Personal Vehicles.

1. City employees shall carry liability insurance on any personal vehicle used to transact City business. Each employee shall contact his/her insurance carrier to determine the necessity for a "Business Use" rider to their personal policy. The City will not assume responsibility for any deductible amounts necessitated by claims, and the employee shall bear the responsibility of pursuing claims against either his/her carrier or the other driver in the event of a collision or other loss.
2. Employees approved by the City Manager will receive a monthly allowance for using their personal vehicles for City business.
3. The City pays for maintenance and insurance costs through mileage payments. Consequently, the City will not pay employees for vehicle repair costs. If an employee's vehicle fails to operate while he or she is out of town on City business, the City will pay reasonable towing costs to the nearest garage. The City will not pay towing costs within the City.
4. Persons who donate their time and services to the City are not covered by the Worker's Compensation Act or by the City insurance coverage, and the City assumes no liability for the use of their personal vehicle during any volunteer activity.

K. Vehicle or Equipment Accident Procedures.

1. An employee that has an accident while operating a City vehicle shall immediately notify the Alvin Police Department and their Supervisor, if possible.
2. The Supervisor, or designee, shall in turn report immediately to the Fleet Superintendent, Legal Department, and Human Resources Director. In addition,

the employee must complete an Incident Accident Report and provide it to their immediate supervisor, the Legal Department, and Human Resources Director.

RULE 57. VEHICLE POLICY – PUBLIC SAFETY DEPARTMENTS

- A. This policy provides City guidelines to govern the assignment, use, care, control and privileges concerning City vehicles for any employee or volunteer within the Police, Fire and E.M.S. Departments. This policy is in addition to the Vehicle Utilization Policy. This Policy shall have controlling authority where differences occur from the Vehicle Utilization Policy.
- B. The intent of this Policy is to set forth additional guidelines and regulations concerning the use of City vehicles by establishing who may make use of such vehicles, who shall be assigned departmental vehicles long-term, and what specific privileges are associated with such assignments. Due to the nature of the emergency response from each department, vehicle assignments may vary. Under all circumstances the employee/volunteer shall notify their respective supervisor of where the vehicle will be stored, i.e., their residence.
- C. Definitions.
 - 1. City Vehicle – means any motor vehicle which is owned, whole or in part, by the City of Alvin or insured by the City. This includes lease/loaner vehicles wherein the City is the lessee, or the vehicle is operated by an employee/volunteer.
 - 2. Conditional Privilege – shall be known as the limits and restrictions placed upon employees/volunteers who are assigned a City vehicle for take-home use, based upon their Call-Out Status.
- D. Short Term Assignments. Employees/volunteers who are not assigned a take-home vehicle may have an occasional need to use a City vehicle, including but not limited to, in-service training schools or trips to other agencies and entities. These employees/volunteers should seek availability and consent for use of a departmental vehicle from the Department Director or his/her designee.
- E. Long Term Assignments. Assignments whereby an employee/volunteer possessing some form of defined “call out status” and a specific vehicle assignment are paired for predominantly exclusive use for a period of time greater than one year. These assignments shall be made by the Department Director or designee.
- F. Take Home Vehicles. The Department Director may recommend a take home vehicle for an employee if they meet the following criteria:
 - 1. The employee is the primary operator of the vehicle; and

2. The employee resides in Alvin or no more than 20 miles from Alvin city limits; and
3. The employee is authorized to drive a City vehicle; and
4. The employee has not had the privilege revoked.

G. Rules Governing Use and Responsibility.

1. Any employee/volunteer who is assigned a City vehicle shall consider this assignment as a necessary tool to perform the functions and requirements of their position. Each employee/volunteer shall do that which is necessary to take reasonable and prudent care of the vehicle. Failure to do so may result in disciplinary action.
2. Employees/volunteers may have family members and community guests in their assigned vehicles. In every instance, emergency responses shall be avoided where possible.
 - a. Only in the most extreme cases of concern for public safety should a traffic stop be conducted by off-duty police personnel. No violator contact shall be made with family/guests in the vehicle. Off-duty traffic stops shall be logged with the on-duty dispatcher.
 - b. Police officers, who observe crimes in progress while off-duty in the City, shall remain prepared to act upon such circumstances. Official Department identification, radio and weapon should be accessible at all times.
3. Police employees may utilize assigned vehicles to engage in extra-duty employment while inside the city limits. No City vehicle may be used for conveyance to or from any extra-duty employment that occurs outside the Department's jurisdiction (City limits).
4. Police employees who are assigned unmarked vehicles are permitted to use their vehicles for personal use but are not permitted to use the vehicle for recreational purposes or personal purposes outside of the State.
5. Any employee/volunteer who is assigned a marked vehicle is not permitted to conduct personal business while operating their vehicle outside of their respective jurisdiction unless they are commuting to or from work. In the instance of Police, jurisdiction is the City limits of Alvin, and in the instance of Fire and EMS, it is their respective response areas.

6. No employee/volunteer shall operate a City vehicle while under the influence of alcohol or prescription medication which may physically or mentally impair their ability to operate a vehicle.
 - a. Under no circumstances shall an employee/volunteer consume alcoholic beverages in a City vehicle. Possession or transportation of any alcoholic beverage within a city vehicle is expressly prohibited, except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
 - b. The possession, transportation, or consumption of any controlled substance within or upon any City vehicle is expressly prohibited, except for the performance of City business, i.e., EMS/Fire Department medical care or for evidentiary purposes, i.e., a narcotics investigation.
7. Smoking and the use of smokeless tobacco products are prohibited in City vehicles and equipment except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
8. City vehicles are to be used for conducting official City business. The City reserves the right to search those vehicles at any time, for any purpose. Employees have no expectation of privacy in city vehicles.
9. If an accident occurs while taking a vehicle home, the employee and their supervisor shall report the accident to their Immediate Supervisor, Department Director, and Human Resources immediately. A drug and/or alcohol test will then be administered as described in the City's Drug Testing Policy.
10. City employees may not use hand-held devices while operating a City Vehicle – whether the vehicle is in motion or stopped. This includes, but is not limited to, answering, or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor vehicles must be legally and safely parked to operate hand-held devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.
11. City employees may use accessories or vehicle-based equipment which allows for a hand-held device to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands-free equipment so as not to be distracted from maintaining control of the vehicle.

12. Department Directors shall be authorized to restrict the use of hands-free usage based on the operational needs of the Department or because of the vehicle size.

H. Conditional Privileges.

1. On-Call Status – allows for the employee to use the City vehicle on duty and off in an area that will allow for a thirty (30) minute response to the Police Department once notified. When notified, the designated “On-Call” employee for any given period shall be required, within a reasonable time, to respond to the Department or crime scene or emergency unless previous arrangements were made with an appropriate supervisor. Vehicles located at the employee/volunteer’s residence should be available to be retrieved as needed.
2. A “reasonable time” will be generally interpreted to mean 30-45 minutes unless otherwise approved by an appropriate supervisor.
3. Once notified, on-duty Fire and EMS personnel shall immediately respond to the destination required.

RULE 58. ACCIDENT REPORTING

- A. The City will require any employee involved in an accident while ‘on-duty’ or at work to be sent for a post-accident drug and alcohol test.
- B. Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

RULE 59. ACCIDENTS INVOLVING CITY EQUIPMENT OR VEHICLES

- A. Any employee involved in an accident while operating City equipment or a vehicle shall report the accident immediately to his/her supervisor, the Central Shop superintendent, and to the proper law enforcement agency. The employee must immediately complete an incident/accident report, no matter how minor the damage is to the vehicle, and submit it to his/her supervisor, who will then notify the Legal Department.
- B. Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of eighteen (18) may operate a City vehicle. Employees must wear seat belts at all time.
- C. Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City. Any employee involved in any type of accident involving City equipment will be disciplined if, upon investigation, it is

determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.



PERSONNEL POLICY MANUAL

SECTION IX. PROHIBITED CONDUCT

RULE 60. SEXUAL AND OTHER UNLAWFUL HARASSMENT

- A. The City is an equal opportunity employer. Employment discrimination on the basis of race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other characteristic protected by law, is prohibited. All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.
- B. Sexual Harassment. One form of unlawful discrimination is sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
 - 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - 2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
 - 3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- C. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to, sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

- D. **Other Prohibited Harassment.** In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, veteran status, citizenship, or any other characteristic protected by law is also prohibited. Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, will not be tolerated. This policy applies to City employees, volunteers, citizens, vendors, and other visitors to the workplace.
- E. **Mandatory Reporting.** The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that he or she has been subjected to conduct prohibited by this policy must report it immediately to:
1. his or her Department Director;
 2. the Human Resources Director; or
 3. the City Manager.
- F. Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise his/her Department Director and/or the Human Resources Director. A Grievance Complaint form is available from the Human Resources Department.
- G. Under this policy, an employee may report to and/or contact the Human Resources Director directly, without regard to the employee's normal chain of command.
- H. In addition, the City encourages employees who believe they are being subjected to conduct prohibited by this policy and who feel comfortable doing so, to promptly advise the offender that his/her behavior is unwelcome and request that it be discontinued.
- I. **Investigation.** All reports of prohibited conduct will be investigated promptly by management in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have relevant knowledge. All employees are required to cooperate with the investigation.

- J. Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.
- K. Responsive Action. Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were fabricated or exaggerated.

RULE 61. POLITICAL ACTIVITY

- A. City employees will not be hired or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. Other than as provided by State law for the police, City employees may not:
 - 1. Publicly endorse or campaign in any manner for any person seeking a City public office.
 - 2. Use his/her position or office to coerce political support from employees or citizens.
 - 3. Use his/her official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
 - 4. Make, solicit or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs or political campaign of any such candidate; provided nothing herein shall infringe upon the constitutional rights of an employee to express his or her opinions and to cast his or her vote.
 - 5. Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
 - 6. Contribute money, labor, time or other valuable thing to any person for City election purposes.
 - 7. Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g., City of Alvin City Council, Alvin ISD, or Brazoria County.

RULE 62. SOLICITATION AND ACCEPTANCE OF GIFT

- A. Solicitation of funds or anything of value for any purpose whatsoever shall be permitted of or by City employees on the job only with the express approval of the City Manager. No employee may be required to make any contribution, nor may an employee be penalized in any way concerning his or her employment according to his or her response to a solicitation.
- B. Except as provided by State law, no employee shall accept or solicit any money, property, service, or other thing of value from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member.
- C. If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, then the employee shall report the gift in writing to his/her supervisor and the City Manager.
- D. Except as provided by State law, no employee shall accept property, service or other thing of value in excess of \$100.00 for the benefit of the City, or any employee, or department of the City.

RULE 63. WEAPONS BAN AND VIOLENCE PREVENTION POLICY

- A. The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.
- B. Zero Tolerance. Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on duty or off duty, is prohibited.
- C. City's Response to Threats or Acts of Violence. The City will attempt to respond appropriately to any person who threatens use of force or violence or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The City's response will normally be coordinated by the City's Police Department or other appropriate law enforcement agency. The appropriate department will evaluate the severity of the situation and the need for additional resources (e.g., law enforcement, Emergency Medical Services) to minimize risk and further violence and will work with the appropriate Department Director(s) in an effort to ensure that appropriate administrative actions are taken. If such conduct occurs on City property, the offending person will typically be removed from the premises pending the outcome of an investigation. The City may also suspend and/or terminate the employment relationship, reassign job duties, mandate counseling with a psychologist or other mental health care provider of the City's choosing, initiate criminal prosecution of the person or persons involved, and/or other actions as determined by the City to be appropriate under the circumstances.

- D. No existing City policy, practice, or procedure will be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.
- E. **Weapons Banned.** Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. The City prohibits employees from carrying or using any weapons, concealed or otherwise, on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. The weapons ban does not include firearms in a locked vehicle in a City parking lot but only if the person possesses a license pursuant to Texas Penal Code Sections 30.06 or 30.07.
- F. **Mandatory Reporting.** Each City employee must immediately notify his/her supervisor, Department Director, the Human Director and/or designee, and/or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the Human Resources Director.
- G. **Protective Orders.** Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Human Resources Director, and the City's Police Department, a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director of any protective or restraining order issued against them.
- H. **Confidentiality.** To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.
- I. **City Property.** For purposes of this rule to prevent incidents of violence from occurring in the workplace, City property includes but is not limited to City-owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas,

recreation centers, swimming pools, and parks. City-owned parking lots are not a prohibited area regarding the weapons ban as stated in Rule E above.

- J. Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Human Resources Director, and/or the Police Department.
- K. Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

RULE 64. DRUG, ALCOHOL, AND SUBSTANCE ABUSE USE POLICY

- A. It is the desire of the City to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.
- B. Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.
- C. Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.
- D. Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.
- E. Use of Alcohol. The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be

consuming alcohol. At no time may an employee under the influence of alcohol drive a City-owned or leased vehicle or operate or use other City-owned or leased property or equipment. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

- F. **Police Department Employees.** Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by the Police Department operating procedures.
- G. **Mandatory Disclosure by Employees.** Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Director or to the Human Resources Director if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.
- H. **On-Call Employees.** Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, who is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of drugs and/or alcohol, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.
- I. **Mandatory Reporting of Convictions.** Employees must notify their immediate supervisor and the Human Resources Director, in writing, of any criminal drug conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than five calendar days after the conviction.
- J. **Off-Duty Conduct.** The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty conduct is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty conduct adversely affects the employee's job performance.

K. Rehabilitation/Treatment.

1. It is the City's desire to assist employees who voluntarily request assistance with their alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge his or her problem and seek and accept counseling and/or rehabilitation before it impairs his or her job performance and/or jeopardizes his/her employment.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.
4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time. If the employee has no paid time off available, the time away from work will be unpaid. Where applicable, any time off for rehabilitation or treatment under this policy will also be designated as leave under the City's Family and Medical Leave Act policy.
5. If the employee successfully completes his or her prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to his or her prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:
 - a. Initial negative test for drugs and/or alcohol before returning to work;
 - b. A written release to return to work from the City-approved rehabilitation or treatment facility/program;

- c. Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
 - d. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment; and
 - e. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Human Resources Director. The employee must meet with the Human Resources Director to discuss the terms of his or her continued employment and sign a formal agreement before returning to work.
- 6. This policy will be administered in accordance with the City's Family Medical Leave Act policy when applicable.
- L. Smoking and Tobacco Use. Smoking and tobacco use is defined as the smoking, vaping or use of any tobacco products, including but not limited to cigarettes, cigars, spit, smokeless tobacco, chew, snuff, electronic cigarettes, and other non-FDA approved nicotine delivery devices.
 - 1. Smoking and other tobacco use by employees is prohibited in all City owned and operated vehicles, and only allowed in designated areas near City buildings.
 - 2. In addition to the above prohibitions, smoking and tobacco use is also prohibited in the following areas:
 - a. Within 25 feet from any doorway, entryway or window of any City building.
 - b. Within 25 feet of a fuel storage facility.
- M. Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Director, to receive assistance or referrals to appropriate resources in the community.

RULE 65. DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES

- A. Employees/Applicants Subject to Testing. City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Human Resources Director will advise the employee if he or she is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.
- B. Employees covered by this policy are also required to comply with the City's Drug and Alcohol Use Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.
- C. An employee subject to the provisions of this policy may be a person employed by the City, a contractor engaged by the City or an employee of such contractor. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.
- D. Prohibited Alcohol Use.
 - 1. On-duty and Pre-duty Use. Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:
 - a. while having a breath alcohol concentration of 0.04 or more as indicated via breath test;
 - b. while using alcohol; or
 - c. within four (4) hours after using alcohol.
 - 2. Use Following an Accident. An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for eight (8) hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.
- E. Prohibited Drug Use. Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when he/she uses any controlled substances, except when the use is pursuant to the instructions of a licensed

medical practitioner who has advised the employee that the substance will not adversely affect his/her ability to safely operate a CMV. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

- F. Required Alcohol and Drug Tests. DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.
- G. Pre-employment Testing. Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.
- H. Post-accident testing. Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:
 - 1. When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
 - 2. When the employee is issued a moving traffic violation citation, and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or
 - 3. In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.
- I. An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.
- J. In post-accident situations, the City may substitute a breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post- accident test performed at the City's behest.

- K. Post-Accident Alcohol Testing. If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to the Human Resources Director, by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Human Resources Director.
- L. Post-Accident Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above-listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Human Resources Director.
- M. Reasonable suspicion testing. Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of his/her suspicion. If the Department Director concurs, he/she may order the employee to undergo testing only after consultation with the Human Resources Director. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Human Resources Director.
- N. Reasonable Suspicion Alcohol Testing. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before he/she is to perform, or just after he/she stopped performing, safety sensitive functions. If alcohol testing cannot be administered within two (2) hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Human Resources Director. If alcohol testing cannot be administered within eight (8) hours after the observation, the City will cease attempts to administer an alcohol test and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Human Resources Director.
- O. Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

1. an alcohol test measures the employee's alcohol concentration at less than 0.02; or
 2. 24 hours have elapsed since the reasonable suspicion observation was made.
- P. Reasonable Suspicion Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Human Resources Director.
- Q. Random Testing. Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.
- R. Return-to-duty and follow-up testing. Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least six (6) tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City will follow all applicable DOT regulations when requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations, or this policy, and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.
- S. Refusal to Test. An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is

complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician Medical Review Officer (MRO) as part of the verification process).

T. Additional Information About Alcohol Testing.

1. Consequences of a Positive Alcohol Test. An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and will be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If the employee is not terminated, then he/she will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)
2. Alcohol Testing Procedures. A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a “negative” test. The second confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

U. Additional Information About Drug Testing.

1. Drug Testing Procedures. Drug testing is conducted by analyzing a driver’s urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the “collector” seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. “Split” urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then he/she has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City’s Human Resources Director. The second test will be at the driver’s own expense.
2. Drugs Tested For. DOT requires testing for the following drugs:
 - a. Marijuana (THC)

- b. Cocaine
 - c. Amphetamines and methamphetamines
 - d. Opiates – opium and codeine derivatives
 - e. Phencyclidine (PCP)
- V. A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms “drug,” “drugs” or “controlled substances” are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general Drug and Alcohol Use Policy.
- W. Review of Drug Test Results. All drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver’s urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.
- X. Consequences of a Positive Drug Test. A driver will be removed from safety sensitive duties and placed on administrative leave if he/she tests positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.
- Y. Confidentiality. Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer, or another identified person upon the driver’s specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers’ compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Human Resources Director. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.

- Z. Information From Prior Employers. For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver's written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two (2) years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.
- AA. Record Retention. The City will maintain and retain records under this policy as mandated by DOT regulations. See 49 C.F.R. §382.401, Retention of Records.
- BB. Notification to Applicants/Employees of Positive Test Results. The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive, and also which controlled substance(s) verified positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with a MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.
- CC. Employee Admission of Drug/Alcohol Use. An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy. A drug and alcohol abuse evaluation expert, i.e., an Employee Assistance Program professional, a substance abuse professional, or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.
- DD. Safety Sensitive Functions. For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:

1. All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
 2. All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time;
 3. All time spent at the driving controls of a CMV in operation;
 4. All time, other than driving time, in or upon any CMV;
 5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending to a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- EE. Transportation to Testing Site. With the exception of pre-employment testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.
- FF. Questions. Anyone with questions regarding this policy should contact the Human Resources Director.

RULE 67. TESTING FOR DRUG, ALCOHOL, AND SUBSTANCE ABUSE

- A. Types of Tests. Testing may include one or more of the following: urinalysis, breathalyzer, or other generally accepted testing procedure.
- B. Testing of Applicants. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.
- C. Testing of Employees.
1. Employees may be required to submit to random testing for alcohol and/or illegal and unauthorized drugs.
 2. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.

3. Police Department and EMS employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee's behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
5. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee's normal work time.
6. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
7. A positive test result is a violation of the City's Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.
8. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

D. Testing Procedures.

1. All testing must normally be authorized in advance by both the employee's Department Director and the Human Resources Director. If the Department Director is unavailable within a reasonable period of time, the Human Resources Director may, at his/her sole discretion, authorize the testing of an employee. If the Human Resources Director is unavailable within a reasonable period of time, the Department Director may, in his/her sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led him/her to suspect that the employee is under the influence of illegal or unauthorized drugs or

alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.

2. If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put him or her on administrative leave until the test results are received.
3. The City will make arrangements to have the employee transported home after the testing.
4. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
5. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Human Resources Director; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

RULE 68. EMPLOYEE SAFETY GUIDELINES – DO'S AND DON'TS

- A. The City is interested in the employees' safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to obey safety rules and to exercise caution in all work activities. From time-to-time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can do much to prevent accidents and injuries by obeying the safety rules of their job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that is believed to be an unsafe act or an unsafe condition, the employee should immediately report it to their supervisor or to management at once.
- B. The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules and apply them at all times.

1. Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc., when those items are appropriate to the task being performed.
2. Smoke only during designated times in authorized outside areas.
3. Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For the employee's comfort and safety, wear shoes with non-slip soles, in good condition.
4. To avoid back injuries, use correct lifting methods. Get someone to help with heavy (or difficult to handle) items.
5. Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
6. Material Safety Data Sheets (MSDS Sheets) – Employees will be shown the location of the City's Material Safety Data Sheets. MSDS sheets provide valuable information about various chemicals and other agents that may be encountered in normal work. They will explain possible reactions to exposure, and steps to take if it occurs. Review this information from time to time.
7. Fire – Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call the Fire Department or 911. Use proper portable extinguishers for small fires.
8. Do not put fingers, hands, feet or clothing in moving machinery.
9. Do not carry items in a manner that obscures your vision.
10. Do not block access to fire extinguishers.
11. Do not touch open or loose electrical circuits.
12. Report unusual vibrations, smells, or noises coming from equipment.
13. Do not wear rings or jewelry while operating machinery.
14. Do not perform maintenance or repairs on running equipment.
15. Do not remove or alter warning tags or safety devices.
16. Never leave nails or spikes protruding from planks or boards.
17. Perform routine maintenance at all scheduled intervals.

18. Do not use compressed air for cleaning clothing or floors.

RULE 69. EMPLOYEE MISCONDUCT AND DISCIPLINARY ACTION

- A. To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens and employees.
- B. Progressive Discipline. Depending on the seriousness of the misconduct, the City will generally use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available to it and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance, prior disciplinary history, length of service and any mitigating circumstances.
- C. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following steps:
1. verbal warning (documented);
 2. letter of counseling;
 3. written reprimand;
 4. return to a probationary status;
 5. suspension (without pay);
 6. demotion; or
 7. discharge or termination.
- D. Documentation. All forms of discipline, including verbal warnings, will be documented and will be placed in the employee's personnel file. In the event an employee is discharged, the supervisor shall forward a copy of the dismissal to the Human Resources Director, who shall forward a copy of the dismissal to the City Manager. The Supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.
- E. Supervisory Responsibility. All employees with the responsibility and authority to supervise and direct employees under their control shall, in a professional manner, administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures; as well as address

performance appeals submitted to them as provided by policy in an attempt to resolve such issues at the lowest possible supervisory level.

- F. Request for Reconsideration. Where a disciplinary action involves a suspension of one (1) workday (or one (1) shift day) or more, demotion and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken or to request reconsideration of any action taken.
- G. Prohibited Activities. Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties at risk, may also result in disciplinary action. An employee who is aware of and does not report illegal action of another City Employee may result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace.

The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or use of City property or other property not belonging to the employee;
2. Falsification of timekeeping or other records, including employment application;
3. Working under the influence of alcohol or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating City-owned equipment;
5. Violation of City's policy regarding sexual or other unlawful harassment;
6. Interfering with work schedules or another employee's ability to work;
7. Misuse of City telephones, computers, mail systems, etc.;
8. Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks or absence without notice and/or approval;
9. Violation of safety or health rules and failure to immediately report an on-the-job injury/accident;
10. Profanity, abusive language, or racial slurs;
11. Unauthorized disclosure of confidential information;

12. Violation of any provision of the City Charter;
 13. Violation of City or departmental policies, codes of conduct, rules and procedures;
 14. Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials, or others;
 15. Making or publishing false, damaging, vicious, or malicious statements about the City, or a City employee or citizen, or others;
 16. Unsatisfactory performance or conduct;
 17. Inefficiency, incompetence or neglect of duty;
 18. Fighting, provoking or instigating a fight, or threatening violence;
 19. Disruptive activity in the workplace;
 20. Possession of weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties);
 21. Violation of local, state or federal law;
 22. Conviction of a felony, including a reasonable belief the employee has committed a crime under Texas Penal Code or Class A or B misdemeanor, or repeated conviction of Class C misdemeanor charges;
 23. Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension;
 24. Outside employment that conflicts with, or potentially conflicts with, City interests;
 25. Acceptance of payment of any kind for activities related to City Employment; or
 26. An accumulation of minor infractions.
- H. Fraternization. It is not possible to anticipate all off-duty conduct or fraternization that may relate to the City's business, but the City can provide some general guidelines. When in doubt, please consult with the Human Resources Director.
- I. It is against City policy for individuals who have an economic, social or family relationship to supervise the other or to work in positions that have an audit or control function over the other.

1. Economic relationships include roommates, landlord-tenant, creditor-debtor and the like.
 2. Social relationships include past or current dating or intimate relationships.
 3. Rule 10 provides for the Nepotism restrictions.
- J. Employees and applicants are expected to disclose these relationships whenever they may come into existence. Failure to do so may lead to discipline.
- K. If these relationships come into existence after employment an attempt will be made to transfer employees to comparable (but separate) positions to avoid any appearance of favoritism, preferential treatment or conflict of interest. If a transfer is not possible, the employees may be requested to decide among themselves which individual is to resign.
- L. If the employees are not able to make a decision about who is to resign, the City may take appropriate action, which can include requiring both employees to resign or requiring one of the individuals to resign based on a neutral factor such as seniority.
- M. This section also applies to employees and their relationships with vendors and contractors working within the City.
- N. Felonies and Misdemeanors. Employees must immediately notify their supervisor and/or Department Director if they are arrested, charged, indicted, convicted, receive deferred adjudication or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. In most instances, the City will conduct its own investigation and take appropriate action.
- O. Administrative Leave. During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to available accrued leave if authorized by the City Manager.

RULE 70. GRIEVANCES OR COMPLAINTS

- A. Definition of a Grievance or Complaint. A grievance or a complaint, for purposes of this Manual, shall mean the same thing and may address any one or more of the following subject matters:
1. a claim by an employee that he or she has suffered an adverse employment action that the employee reasonably believes has been motivated by an illegal or an unlawful discriminatory or retaliatory motive by a supervisory employee;

2. a claim by an employee who reasonably believes that he or she has been subjected to illegal harassment or a hostile work environment by either a supervisory employee or by other employees;
 3. a claim by an employee who reasonably believes that other employees, whether co-workers or supervisory employees, are in violation of one or more of the conditions set out in this personnel policy manual or any other rules or regulations of the City of Alvin; and/or
 4. a claim by an employee who reasonably believes that other employees, whether co-workers or supervisory employees, are in violation of state or federal criminal law.
- B. A grievance or complaint must be reduced to writing and submitted in accordance with the grievance policy specified in these Rules.
 - C. Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's immediate supervisor, unless the grievance is against that supervisor, in which case the submission may be made to the next level supervisor or Department Director. If the matter is not resolved to the employee's satisfaction, the employee may take the grievance to the next level supervisor, presumably the employee's Department Director, to discuss the complaint. An employee failing to gain satisfaction after conferring with his/her Department Director may present his/her grievance to the Human Resources Director, who may forward the grievance or complaint to the City Manager.
 - D. If the grievance is against the Department Director, the employee may discuss the grievance with the Human Resources Director or the City Manager. Complaints against the City Manager must be submitted to the Mayor.
 - E. The employee must submit the grievance on the Employee Grievance form in five (5) days after receiving the supervisor's response.
 - F. The employee must notify the Human Resources Director within ten (10) days of his/her desire to have the grievance considered by the City Manager.
 - G. At the discretion of the City Manager, a special employee grievance committee may be appointed to investigate any grievance and offer or recommend solutions.
 - H. The decision of the City Manager is final on the grievance or complaint and shall be final, except as otherwise provided by law.
 - I. Employees who have a complaint involving potential violations of the Americans with Disabilities Act, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately report such complaint as outlined in the City's Sexual and Other Unlawful Harassment Policy.



PERSONNEL POLICY MANUAL

SECTION I. PREAMBLE AND PURPOSE

RULE 1. APPLICATION OF POLICIES

- A. This Personnel Policy Manual shall apply consistently and uniformly to all City employees, provided that the provisions may be varied in the case of an employee with a written employment agreement approved by the City Council. If a state or federal law supersedes a policy in this Manual, the City will follow state and federal law. Failure to comply with these policies can result in progressive discipline up to and including termination of employment.
- B. All employees must become familiar with and abide by these policies. Any questions that any employee may have in reference to the policies written in this Manual should be directed to their Department Director. The Human Resources Department is also available for further clarification.
- C. The City reserves the right to revise or rescind any policy at any time. The City also reserves the right to make final decisions as to the interpretation and intent of all information contained in the Personnel Policy Manual.
- D. In addition, for those employees covered under a labor agreement, the specific terms and conditions, if any, contained in any such agreement shall be applied first. The terms and conditions contained in this Manual shall otherwise control all personnel actions in the absence of a specific provision contained in an applicable labor agreement.
- E. The policies written in this Manual shall supersede all previous policies.

RULE 2. AMENDMENT OF POLICIES

- A. Amendments to the Personnel Policy Manual may be implemented at any time provided that any modifications are approved by resolution of the City Council.

- B. The City Manager is responsible for the appropriate interpretation and implementation of the policies contained in this Manual. The City Manager has the authority to delegate implementation of the policies in this manual to the Human Resources Department and/or the respective Department Directors.
- C. The City understands that it is impossible to anticipate all circumstances that could arise; therefore, decisions made on actions that are not addressed in this Manual will be at the discretion of the City Manager should the need, or conflict, arise.

RULE 3. AT-WILL EMPLOYMENT

- A. Employment with the City of Alvin is for no fixed or definite term. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council.
- B. This Personnel Policy Manual does not constitute a contract of employment. Nothing in this Manual is intended to alter the continuing at-will status of employment with the City. Although adherence to these policies is considered a condition of continued employment, nothing in these policies alters an employee's status and shall not constitute nor be deemed a contract of promise of employment.
- C. Employees remain free to resign their employment at any time for any or no reason, without notice, and likewise, the City retains the authority to terminate any employee at any time, for any or no reason, in accordance with state or federal law.

RULE 4. DEPARTMENTAL POLICIES

Individual City Departments may develop policies and procedures that are consistent with City policies and approved by the City Manager. These individual policies may be more restrictive, but not less restrictive than the policies in this Manual. An employee who violates a departmental policy is subject to disciplinary action.



PERSONNEL POLICY MANUAL

SECTION II. EMPLOYEE CIVIL RIGHTS PROTECTIONS

RULE 5. GENERAL STATEMENT

Although it is not possible to list all laws that bear on the public-sector employer-employee relationship, the City of Alvin is committed to compliance with all applicable laws, whether state or federal, that govern the employment relationship between the City and its employees, and this Personnel Policy Manual is intended to implement and maintain compliance with all applicable laws.

RULE 6. EQUAL EMPLOYMENT OPPORTUNITY

- A. The City is an equal opportunity employer under both state and federal law. Illegal discrimination against any person in the recruitment, selection, testing, appointment, pay and benefits, working conditions, disciplinary measures, or any other aspect of employment or personnel management because of [race, color, religion, national origin, sex \(including pregnancy, sexual orientation, and gender identity\), age, disability, veteran status, or any](#) other unlawful basis, is prohibited to the fullest extent established by law.
- B. In addition, the City abides by [all](#) provisions of state and federal law that prohibit retaliation as a component of the enforcement of state and federal law.
- C. [The Human Resources Director is the designated EEO Officer. If employees or applicants have an equal employment opportunity related concern, they are encouraged to discuss the matter with the Human Resources Director for advice, evaluation, and if warranted, investigation.](#)

RULE 7. AMERICANS WITH DISABILITIES ACT

- A. To ensure compliance with the Americans with Disabilities Act ([ADA](#)) and [Americans with Disabilities Act as Amended \(ADAAA\)](#), the City offers equal employment opportunity to qualified individuals and prohibits illegal discrimination against qualified

individuals on the basis of disability *or* perceived disability, to the fullest extent provided by law.

- B. The City will provide reasonable accommodation to the known physical (including the effects of a pregnancy or childbirth) or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position. ~~The City is committed to full and complete compliance with state and federal laws that address any covered disability status in response to appropriate requests or circumstances calling for reasonable accommodation, as such obligations are established by applicable law and procedure.~~
- C. Reasonable accommodation(s) will be made to permit the employee or applicant to perform the essential job functions as well as providing reasonable accommodation permitting access to the workplace. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City. The City may require a medical examination of an employee whose behavior in the workplace is troubling to the City such that the employee is unable to perform the essential functions of the job.
- D. The essential functions of each position are listed in the Job Description, which may be updated periodically.
- E. Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written request for accommodation.
- F. The City shall provide the employee requesting an accommodation ~~with~~ a written response outlining the accommodation to be provided *or* the reason why the requested accommodation cannot be granted.
- G. The Human Resources Director shall serve as the City's ADA Coordinator. As such, the ADA Coordinator will ensure that the City's personnel policies and practices do not limit, segregate, or classify individuals in ways that adversely affect their status, or opportunities, due to a disability.
- H. Employees who have a complaint involving potential violations of the ADA or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately notify the City's ADA Coordinator.

RULE 8. PUMP FOR NURSING MOTHERS ACT ~~TEXAS MOTHER FRIENDLY~~
WORKPLACE ACT

- A. The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at their place of employment, other than a bathroom, that is shielded from

view and free from intrusion from coworkers and the public. [For more information, please see The Fair Labor Standards Act of 1938, 29 U.S.C. 201, et. seq.).

- B. The City supports the practice of expressing breastmilk of lactating mothers and provides work schedule flexibility to accommodate reasonable break times for an employee to express breastmilk for her nursing child or to breastfeed each time such employee has the need to express the milk or breastfeed, for up to one year after the child's birth.
- C. Lactating mothers may use time during the standard workday for milk expression. This may include various combinations of standard paid break periods, lunch periods, and other time as necessary. Scheduling will be arranged on a case-by-case basis and will be based on the specific needs of the employee.
- D. Supervisors and managers are responsible for ensuring that the duties of the lactating employee are covered during her expression break.
- E. ~~City support includes providing an onsite location for the lactating mother to express breastmilk for her nursing child or to breastfeed her child.~~



PERSONNEL POLICY MANUAL

SECTION III. QUALIFICATION AND ELIGIBILITY FOR HIRE

RULE 9. RECRUITMENT AND SELECTION

- A. The City hires employees based solely on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, or any other unlawful basis age, race, religion, sex, sexual orientation, gender, color, national origin, citizenship, disability, veteran's status, or any other characteristic protected by law. City residents shall be given preference for employment, if all other considerations are equal. It is the desire and intent of management to provide promotional opportunities for employees of the City by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available.
- B. Recruitment Requirements. The recruitment process is initiated by a Department Director submitting a request of staffing to the Human Resource Manager notifying the Human Resources Department of their vacancy. Job vacancies will normally be posted internally for the benefit of any qualified employee. External recruitment may also be conducted during an internal posting.
- C. After making a decision to hire, the hiring department must submit the appropriate paperwork to the Human Resources Department Manager, along with the applicable Status Change form. Offers for City employment will be communicated to the selected candidate by the appropriate Department Director /Supervisor or Human Resources Manager upon receipt of the hiring recommendation and all related paperwork.
- D. As part of a comprehensive recruitment strategy, it is the policy of the City of Alvin to encourage its own employees to assist with the recruitment of new employees. All applicants shall receive equal consideration without regard to age, race, religion, sex, gender, color, national origin, citizenship, disability, veteran's status or any other characteristic protected by law. To reward employees for referring qualified candidates

who subsequently are hired and successfully complete their departmental probation, the City of Alvin will compensate the referring employee \$250 (in accordance with IRS Code) for each successful referral made in accordance with the following provisions:

1. For each qualified candidate referred, the referring employee must complete an Employee Referral Form and return it to the Human Resources Department. Referral forms will not be accepted after a candidate has been offered an interview.
 2. Every City of Alvin employee is eligible to receive the \$250 referral pay ~~with the exception of~~ except for those ~~actually~~ involved in the hiring process, the City Manager, and the Human Resources Department.
 3. The candidate referred by the employee must be hired into a Full-Time position and must successfully complete their new hire probationary period.
 4. The referring employee and the referred employee must still be employed by the City of Alvin at the time of payment.
- E. The recruitment method for vacant director level positions may be determined by the City Manager on a case-by-case basis.
- F. Applications. Anyone seeking employment, ~~promotion, transfer,~~ or reemployment with the City must complete and submit an ~~official Cityonlineonline~~ application for the position desired. Current City employees seeking to transfer, promote, or voluntarily demote themselves must submit a letter of intent to the Human Resources Department or complete an online application for internal candidates. All information set forth on an application is subject to verification. Applications will normally be considered active until the vacancy is filled. Applications for employment will be considered by the Department Director.
- G. Hiring Process. Applicants for employment shall be required to submit to an oral interview and ~~may be will~~ be required to submit to a post-offer physical examination, drug ~~and alcohol examination, and may be required to submit to a pre-employment investigation test, and background check.~~ The Police Department is subject to a more extensive pre-employment process, in accordance with their departmental policies.
- H. Disqualification. Applicants will be disqualified from consideration for one or more of the following:
1. Failure to meet the minimum qualifications necessary for performance of the duties for the position;
 2. If they previously worked for the City and were terminated, or resigned in lieu of termination, due to unsatisfactory performance or conduct and/or violation of a City policy or procedure;

3. If their employment will result in a violation of the City's Nepotism policy;
4. Failure to meet minimum age requirement of seventeen (17) for all city departments, except for part-time/seasonal employment for the Parks and Recreation Department. The minimum age for part-time/seasonal employment for the Parks and Recreation Department shall be fifteen (15) and shall comply with ~~all rules adopted for the Texas Workforce Commission and the Fair Labor Standards Act (FLSA)~~ child labor provisions of the Fair Labor Standards Act (FLSA); or for Civil Service applicants, failure to meet the state mandated age requirement for licensing;
5. False statements, ~~or~~ material omissions, or fraudulent acts on the application form, ~~or~~ during the application process, or at any stage of the selection process;
6. Failing any of the City's background and employment requirements including, but not limited to drug testing;
- ~~7.~~ The applicant commits or attempts to commit a fraudulent act at any stage of the selection process;
- ~~8.7.~~ The applicant is not legally permitted to work in the United States;
- ~~9.8.~~ The applicant is unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or
- ~~10.9.~~ Any other reason deemed to be in the best interests of the City; or any other reason prescribed by the Civil Service Commission, in the Local Civil Services Rules or Departmental Rules, Order, and Directives.

- I. The recruitment and selection of police officers shall be in accordance with Chapter 143 of the Texas Local Government Code, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 10. NEPOTISM RESTRICTIONS

- A. In order to prevent conflicts of interest and to avoid perceptions of biased conduct or favoritism, it is the policy of the City that:
 1. An applicant related to the City Manager by blood within the third degree or marriage within the second degree according to common law shall not be employed by the City.
 2. An applicant related to any member of the City Council by blood within the third degree or marriage within the second degree according to common law shall not be employed by the City.

~~3. This prohibition does not apply to applicants for the position of Municipal Court Judge.~~

B. Degrees are defined as follows:

Employee or Officer				
Consanguinity (Includes individuals related by blood to the Employee or Officer)			Affinity (Includes the Employee's or Officer's Spouse and individuals related to the Spouse)	
First Degree	2 nd Degree	3 rd Degree	First Degree	2 nd Degree
Child or Parent	Grandparents	Aunt	Spouse	Brother-in-Law
	Grandchildren	Uncle	Mother-in-Law	Sister-in-Law
	Brother or Sister	Niece	Father-in-Law	Spouse's Grandparent
		Nephew	Son-in-Law	Spouse's Grandchild
		Great Grandparents	Daughter-in-Law	Grandchild's Spouse
		Great Grandchildren	Stepson	Spouse of Grandparent
			Stepdaughter	
			Stepmother	
			Stepfather	

C. Restrictions. The following restrictions apply to the employment of any relative. Relative is defined as being within the First, Second and Third Degrees of the chart above.

It shall be a violation of this rule for an employee to do any of the following:

1. Hold a position which requires or enables the employee to 'directly supervise' a relative; or
2. Process the work of a relative; or
3. Evaluate the work performance of a relative; or
4. Evaluate the application of employment of a relative; or
5. Adjust an employment relations grievance or complaint of a relative.

“Direct supervision” includes the following tasks in addition to those listed above: appoint, hire, promote, recommend, or assign work, discharge, discipline, or demote a relative. Direct supervision also includes making effective recommendations or otherwise participating in any interview, discussion or debate regarding the above-listed tasks.

- D. Relatives will not normally be permitted to work in the same department with each other without prior written authorization from the City Manager (or designee).
- E. Promotion. In the event of a proposed promotion to a position supervising any employed relative, the relative must agree to immediately tender his/her written, conditional resignation before the candidate will be formally considered for the proposed promotion. If the candidate is selected for and chooses to accept the promotion, the relative’s conditional resignation becomes final. Normally, once final, any such resignation will not become effective until ninety (90) days after the promotion takes effect. The relative is not prohibited from seeking a position in a different department in compliance with this rule.
- F. Marriage of current employees. In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by this rule, one or both of the affected employees must immediately seek a transfer to another available position within the City for which he or she is qualified and that meets the requirements of this rule.
 - 1. If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this Rule, one or both of the affected employees will be required to resign from employment.
- G. Grandfather Clause. The City is aware that, as of the above revision date of this policy, a number of City employees are related, by blood or by marriage, to other City employees. These employees will be “grandfathered” under this rule, meaning they will be permitted to continue their employment with the City as long as the requirements set out in this rule are met. Please be informed that this “grandfathered” provision is for family relationships as they exist of the revision date of this rule. Any future changes to the family relationship and/or the employment status of the affected employee(s) will be governed by the requirements of this rule.
- H. Periodic Review. Periodically, the City Manager (or designee) and in conjunction with the Human Resources Director, the Department Director will review the job descriptions and interrelationship between the affected jobs and to determine whether they meet the requirements set out in this rule. If one or more of these requirements are not met, one or both of the affected employees must immediately seek a transfer to another available position within the City for which he or she is qualified and that meets the requirements of this rule. If a suitable transfer cannot be made within ninety (90) days, one or both of the affected employees will be required to resign from employment.
- I. Application of Rule. This rule applies to all full-time and part-time employees of the City.

RULE 11. PROBATIONARY PERIOD.

- A. The probationary period allows supervisory staff to assess the employees' performance to assist the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Probationary employees are subject to all City policies and procedures unless otherwise stated in this Manual. Employees who successfully complete a probationary period may utilize the grievance or complaint process outlined in this Manual.
- B. Although all City employees ~~are~~ ~~are at all times considered~~ considered "at will" employees under this Manual, the City ~~nonetheless~~ utilizes a probationary period of at least six (6) months as a component of its initial hiring process.
- C. Additionally, all current employees who are transferred, promoted, or reclassified to a supervisory position—, ~~as well as former City employees who are rehired~~ will be ~~carried~~ considered as being on a probationary period of at least ~~six (6)~~ four (4) months.
- D. Each probationary employee is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the probationary period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct.
- E. Extensions to Probationary Period. The performance probationary period may be extended under the following circumstances:
 - 1. At the end of the six (6) months probationary period, probation may be extended for up to an additional ninety (90) days when a probationary employee's performance has been marginal due to extenuating circumstances, additional training is warranted, or an employee's absence from work for an extended period did not permit an opportunity for adequate assessment of performance. The decision to extend or not to extend an employee's probationary period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended probation period will be completed. Such extensions will be at the sole discretion of the Department Director. The probationary period is not to exceed nine (9) months.
 - 2. A probationary period may be extended for time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work.

- F. Seasonal and Part-Time Employees. Seasonal and part-time employees do not serve a probationary period and have no right of appeal when terminated at any time.
- G. Change in Assignment of Probationary Employee. A Department Director may request a probationary employee to be reassigned, promoted, or transferred during the probationary period. If the reassignment, promotion, or transfer is approved, the employee will serve a ~~four~~six (64) month probationary period in the new position beginning with the date of the position change. Transferred or promoted employees serving probationary periods retain their eligibility for all types of leave established by City policy.
- H. Absences During Performance Probationary Period. During the probationary period, an employee is not eligible to use vacation leave for any absences. Compensatory time off, sick leave or recognized holidays during the probationary period may be used as an approved absence per established City/departmental policy or practice.
- I. Probationary Evaluations. All probationary employees shall receive an Employee Appraisal ~~after midway through~~ their probationary period identifying their overall performance. ~~The content of this appraisal will be used to help guide the employee to a successful conclusion of their probationary period.~~ Upon successful completion of an employee's probationary period, an "Employee Probationary Period Appraisal" form will be completed with proper signatures and forwarded to the City Manager's office for approval. The appraisal form can be obtained from the Human Resources Department.
- J. Successful Completion of Probation – "Regular" Status Granted. An employee is granted "regular" status in the new position if the employee satisfactorily completes the probationary period.
- K. Failure of Probation.
1. An employee is considered to have failed ~~probation~~the probationary period when it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of ~~probation~~the probationary period may occur at any time within the probation period.
 2. An employee who ~~fails probation~~ does not successfully complete the probationary period will normally be terminated from the City's employment. A probationary employee who is terminated has no right of appeal. Probationary employees are not entitled to progressive levels of discipline.
 3. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City.
 4. A transferred or promoted employee who fails the probation period may, at the sole discretion of the City, be reinstated to ~~his/her~~the former position provided there is a vacancy and if approved by the affected Department Director(s).

5. Department Directors are responsible for ensuring the thorough written documentation of all cases of failure of the probationary period, including documentation of counseling, training, and other efforts to help employees during their probationary period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the orientation period can be terminated.

- L. Employees covered by Chapter 143 of the Texas Local Government Code and/or a collective bargaining agreement shall serve a probationary period as contained in Chapter 143, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 12. ATTENDANCE AND WORK HOURS

- A. Regular Work Week. Nonexempt employees of the City normally work forty (40) hours in a seven-day work week. Exempt employees may be required to work in excess of more than forty (40) hours in certain weeks. In times of disaster or emergency, working hours shall be determined by the City Manager.
- B. Adjustment to Work Hours. To assure the continuity of City Services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. All employees shall cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required, and includes that he/she will be available to do such work.
- C. Meal Periods. Full-time employees (excluding most Police Department employees) are normally provided with a one-hour unpaid meal break near the middle of the workday. Meal periods may be staggered by the Department Director to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period. Thirty-minute~~Thirty-minute~~ lunches may be established at the discretion of the Department Director.
- D. Breaks. Full-time employees may, depending on individual departmental work schedules and the discretion of their supervisor, take up to two (2) fifteen (15) minute, paid breaks each day, one during the first part of the work day~~workday~~, and the other during the latter part of the work day~~workday~~.
- E. Attendance Records. Employees are expected to be at their workstations and ready to work at their scheduled start time. ~~Nonexempt~~All employees are required to record the number of hours worked each day.

- F. Attendance and Punctuality. To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the City and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify his/her supervisor as soon as possible in advance of the anticipated tardiness or absence in accordance with Departmental procedures. The employee must disclose to his/her supervisor the reason for the absence or tardiness and the date and time of his/her anticipated arrival. For absences of a day or more the employee must personally notify his/her supervisor on each day of his/her absence unless the supervisor expressly waives the requirement.
- G. ~~In accordance to the policy of the department, a~~An employee who fails to properly notify his/her supervisor in advance of an absence or tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify the City of an absence of three (3) days or more may be presumed to have voluntarily resigned his/her employment (Job Abandonment).

RULE 13. DRESS AND APPEARANCE

- A. Employees must dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. Employees may wear business casual dress, as practical for their position. Professional business attire or a uniform may be required for meetings or special events. Uniforms will be provided to employees depending upon their department assignment.

~~B. Police, Fire Department, and EMS employees may be covered under Departmental policies regarding appropriate dress and appearance. The City supplies many Police, Fire, Parks and Recreation, and Public Works personnel with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use, or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.~~

~~Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean, and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.~~

~~B.C.~~ The following are inappropriate for work attire:

1. provocative or revealing attire, including body-hugging, see-through, or excessively tight fabrics;

2. clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
3. wrinkled, ripped, and tattered clothing.

4. Visible tattoos which could be deemed offensive;

5. Nose rings/studs, eyebrow rings/studs; or similar type facial jewelry with the exception of a recognized religion.

6. Extreme hair styles and hair colors are unacceptable except for special events.

~~C.D.~~ Employees should direct questions about appropriate appearance or dress to their supervisor, Department Director, or the Human Resources Manager.

~~D.E.~~ Department Directors and supervisors are responsible for enforcing this rule in their respective departments to maintain acceptable dress and appearance.

~~E.F.~~ The City will make the determination as to acceptable dress, appearance, and grooming.

~~F.G.~~ Employees in violation of this rule may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this rule may be disciplined, up to and including termination of employment.

RULE 14. HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

A. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions of his or her position, either with or without reasonable accommodation.

B. It is the endeavor of the City to promote and encourage the health and well-being of employees. As a result, each year ten (10) wellness-preventative care hours will be granted to full-time employees for preventive care, including medical wellness checkups, annual medical exams, vision, and dental exams. The following are general guidelines:

1. Ten (10) wellness-preventative care hours will be available to eligible full-time employees on January 1 of each year.
2. Unused wellness-preventative care preventive care hours will be forfeited on December 31 of each year.
3. Wellness-Preventative care hours are available for use upon date of hire of full-time employees.

4. Employees will not receive payment or pay-out for unused wellness preventative care hours at termination or separation from employment with the City.
 5. Supporting documents attesting to the completion of the preventative wellness, vision and dental exams may be required at the discretion of the supervisor or Department Director.
- C. **Serious Health Condition/Disabilities.** The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as ~~If~~ these employees are able to perform the essential functions of their job, with or without reasonable accommodation, without creating an undue hardship, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.
- D. **Medical Exams for Current Employees.** ~~The Human Resources Manager, or an employee's Department Director (with the prior written approval of the Human Resources Manager) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment.~~ The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary for the City to provide a reasonable accommodation, following an injury or accident, and as otherwise permitted in accordance with applicable laws.
- E. Medical Information from an Employee's Doctor. Under certain circumstances (e.g., FMLA Certifications), Human Resources may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.
- F. **Time Off from Work.** Time away from work ~~under this rule~~for an employee undergoing a fitness for duty examination will normally be coded ~~to as paid administrative leave~~administrative leave with pay, but may be retroactively changed to ~~sick leave, Family Medical Leave Act leave, and/or other leave~~utilize the employees accrual banks as circumstances warrant.
- G. Genetic Information. In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or his/her family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's

genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or embryo lawfully held by an individual or family member receiving assistive reproductive services.

- H. Return to Work. Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate his/her return through the Human Resources ~~Manager~~ Director ~~and the Department Director~~. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work, describing whether the employee is released to perform all of the essential functions of the job, or may require an accommodation that will permit the employee to perform the essential functions of the job. Human Resources, along with the appropriate supervisor or Department Director and the employee will discuss what suggested accommodation(s) is reasonable in light of the particular circumstances of the employee's particular position.
- I. Civil Service Employees. The health, medical examinations, and fitness for duty of police officers shall be governed by Chapter 143 of the Texas Local Government Code, the Local Civil Service Rules, and/or an applicable collective bargaining agreement.

RULE 15. CONFIDENTIALITY OF MEDICAL INFORMATION

- A. ~~The City will abide by any applicable state or federal law that provides for the confidentiality of qualified health and other medical information that the City may have in its possession.~~ Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.
- B. Employees must respect the privacy and confidentiality of their coworkers' medical information. Employees are expected to use discretion and judgement when dealing with medical information that may be confidential and are to refrain from passing along information, gossip, rumors, or anything else that may constitute an invasion of a coworker's privacy or breach of confidence.

RULE 16. NO PRIVACY INTEREST IN WORKSITE (SEARCHES)

- A. The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer, and electronic files, whether secured, unsecured or secured by a lock provided by the employee.
- B. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

- C. ~~Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.~~ All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary action up to and including termination.



PERSONNEL POLICY MANUAL

SECTION IV. PAY AND BENEFITS/COMPENSATION

RULE 17. TENURE BASED COMPENSATION PLAN

- A. The City operates on two different Pay Plan structures. The first is a tenure-based plan that is established through the Police Department's Collective Bargaining Labor Agreement and affects only sworn police officers, except the Police Chief.
- B. The second plan affects all other full-time City employees, except the City Manager and City Attorney. This plan is based on annual step increases and has a ceiling for all employees, both non-exempt and exempt.
- C. Annual step increases are subject to Council approval through the budget process and subject to fund availability. The compensation schedules shall be provided in the annual budget book.

RULE 18. LONGEVITY PAY

After the first year, regular employees of the City of Alvin become entitled to Longevity Pay. The amount of \$3.70 will be added to the gross pay earned for each pay period for a full year, beginning with the first pay period of the second year. A like amount is added each pay period of the following year, and ~~continuing will continue~~ for the duration of the employment with the City.

RULE 19. FLSA, OVERTIME, COMP TIME, AND TIME MANAGEMENT

- A. Overtime compensation is paid to all non-exempt employees in accordance with the minimum requirements of federal and state wage and hour requirements. Overtime is defined as authorized time worked which exceeds 40 hours per workweek.
- B. Employees classified as EXEMPT under FLSA standards are not eligible to accrue compensatory time.

- C. The accrual, calculation, maintenance, and utilization of overtime pay for employees covered under a collective bargaining labor agreement shall be controlled first by any applicable provision of that agreement, followed by the provisions of this Manual.
- D. When the City's operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime, at the request of their supervisor. When possible, advance notification of mandatory overtime assignments will be provided. Overtime assignments will be distributed as equitable as practical to all non-exempt employees qualified to perform the required work. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination of employment. Overtime work is otherwise subject to the same attendance policies as straight time work.
- E. All non-exempt employees must receive their supervisor's and Department Director's prior authorization before performing any overtime work. This means employees may not begin work prior to their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.
- F. **Employees who work overtime without authorization may be subject to disciplinary action.**
- G. On the employee's time sheet, the appropriate supervisor must also approve any overtime before the time sheet is submitted for processing and payment. Non-exempt employees shall not remain on the work premises without authorization unless they are on duty or are scheduled to begin work within a short period of time. Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including possible termination of employment.
- H. Generally, overtime pay for non-exempt employees is at the rate of one and one-half times (1.5x) the employee's regular hourly rate of pay for hours actually worked ~~in excess of~~ more than forty (40) in the City's workweek. An employee's regular hourly rate includes all pay incentives required by FLSA standards to be included in overtime rate calculations.
- I. Vacation, comp time, and approved training time directly related to an employee's job during an employee's regular shift are included as hours worked for purposes of determining eligibility for overtime pay. However, time off on account of sick leave, vacation, comp time, jury duty leave, witness duty leave, bereavement leave, or any other leave of absence is not considered time worked for purposes of performing overtime calculations. All time not physically worked will not be included in the calculation of overtime. Overtime is calculated using worked time only.
- J. **Compensatory Time.** Non-exempt employees may accrue compensatory time in lieu of being paid overtime compensation in accordance with the requirements of FLSA and the following terms and conditions:

1. Public safety – to be controlled by the terms of a collective bargaining labor agreement;
 2. All other employees are subject to a cap of forty (40) hours.
 3. Overtime hours worked beyond the applicable cap must be paid or flexed, as described below. Compensatory time accruals are to be monitored at the department level and maximum hours accrued will be restricted based on the requirements of this rule.
 4. All compensatory time earned must be documented on the employee's time sheet.
- K. An employee who has accrued compensatory time and requests use of such time must be permitted to use the time off within a "reasonable period" after making the request if it does not "unduly disrupt" the work of the department.
- L. Police contractual compensatory time. As part of the annual budget preparation process, the Chief of Police shall present to the City Manager a list of police positions that are necessary and required for "on-call" availability for the effective functionality of the Police Department. Upon Approval by the City Manager, the list will become part of the Proposed Budget. The Police Department will be responsible for budgeting the necessary funds for any net accruals created by the "on-call" contractual compensation each fiscal year.
- M. Employees that receive training compensation time shall expend these accrued hours prior to the use of FLSA compensatory time that was earned for hours worked.
- N. **Payment of Compensatory Time.** All employees who are reclassified from a non-exempt position to an exempt position will be paid all accrued compensatory time upon approval of the reclassification and will cease to be eligible for any additional overtime and/or compensatory time. Upon leaving employment with the City, a non-exempt employee will be paid for unused compensatory time at the employee's current hourly rate per the established cap.
- O. **Flex-time Work Schedule.** In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule to minimize the need for overtime compensation. Flexing must be completed within the same workweek or work cycle that the overtime was worked and must be accurately reflected on the affected employee's time record.
- P. **Exempt Employees.** Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond forty (40) hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.

- Q. “Docking” an exempt employee’s pay for a partial day’s absence will be permitted only as authorized by law and approved by the City Manager and/or the Human Resources Manager Director.
- R. Absent accrued paid leave time, an exempt employee need not be paid for any workweek in which he or she performs no work.
- S. It is the policy of the City not to make improper deductions from an exempt employee’s pay. Any exempt employee who believes he/she has been, or likely will be, subject to an improper pay deduction, must immediately notify the Human Resources Manager Director. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

RULE 20. DISASTER OR EMERGENCY RESPONSE

This Ppolicy applies to all non-exempt and exempt employees and is intended to outline instructions for employees to follow when a state of emergency is imminent or has been declared by the Mayor or his designee, or any other authorized elected official for the jurisdiction of the City of Alvin. This policy recognizes that some emergencies will provide no advanced warning.

The citizens of Alvin depend on City employees before, during and after an emergency or disaster to provide or restore essential public services for the health, safety, and quality of life for the community.

When a state of emergency is imminent or has been declared by the Mayor, the City Manager, or designee, will notify selected and/or all employees through Department Directors of such declaration. The Mayor and/or City Manager determines the commencement of the emergency period and dismissal of employees through each Department Director. Each Department Director will evaluate and complete its emergency preparation even if a public announcement of office closures or suspension of services is issued. Employees authorized to leave work during a declared emergency due to closed facilities will be on emergency paid administrative leave.

In the event of an emergency that could impact our community, all employees must be ready to assist in managing the crisis. City employees may be required to carry out their normal job duties or other preassigned emergency response tasks. In some cases, City employees may be called into service to work jobs, locations, and/or hours other than normally assigned. City employees will be required to fulfill their individual responsibilities and function as a team to protect the City’s vital assets and maintain and restore essential City services. All City departments will be called upon to participate in response efforts.

The Mayor or his/her designee determines the commencement of the emergency period and dismissal of employees through each Department Director. Each Department Director will evaluate and complete its emergency preparation even if a public announcement of office closures or suspension of services is issued. Employees authorized to leave work during a declared emergency due to closed facilities will be on emergency paid administrative leave.

Emergency paid administrative leave will start when the employee is dismissed by the City Manager, or designee, through each Department Director and will continue until the employee returns to work based on the employee's normal workweek. During a hurricane evacuation, employees are required to return within forty-eight (48) hours after landfall should be available to report back to work within forty-eight (48) hours after landfall (this could include weekends and holidays), unless otherwise communicated or other arrangements have been made with their immediate supervisor. It is the responsibility of all employees to prepare an emergency response plan to ensure safety of family, personal property and contingency plans to return to work. It is the intent of management to provide time off prior to the known emergency to activate their emergency response plans. If an employee fails to show up for work report for duty, then the time lost will be Leave without Pay they may be subject to disciplinary action.

During a state of emergency, any unauthorized absence from work or assignment may be considered sufficient cause for discharge. Non-cooperation of the essential personnel may result in disciplinary action up to and including termination.

Emergency Periods:

1. **Pre-Impact Period.** This is the time prior to the impending emergency/disaster period and includes emergency response activities and preventive measures by the City of Alvin's departments in preparing for the impending emergency. This period begins when the Mayor or his/her designee declares an emergency is imminent.
2. **Emergency Period.** This is the time during which emergency response activities are focused on life-safety, incident stabilization, and property conservation, and all regular City services may be suspended. This period begins when the City is closed for normal business and ends when the Mayor and/or City Manager declares the continuance of normal operations it is safe for all employees to return to work and to continue normal operations.
3. **Post Impact/Recovery Period.** This is the time during which activities are conducted to restore the City's infrastructure and services to pre-disaster conditions. During this time, vacations will be granted on a case-by-case basis. This period ends when the Mayor and/or City Manager or his designee declares the end of the period.

Employee Status. Prior to a declaration of an emergency, Department Directors shall designate "emergency essential" and "emergency non-essential" personnel. All personnel shall be advised of their status as of May 1st of each year. An individual employee's status may change, as the needs of the City change during an emergency, or at the discretion of the Department Director. With written approval from their Department Director, employees from different departments can be designated as "emergency essential personnel."

The designations shall be documented and approved by the City Manager.

1. **“Emergency Non-Essential”** – Following a needs assessment, some employees may be temporarily dismissed from work, concurrently or successively, as determined by the emergency need and the department or function. These employees will be placed on emergency paid Administrative Leave pursuant to this policy. Emergency paid administrative leave will start when the employee is dismissed by the City Manager or designee through each Department Director and will continue until the employee returns to work based on the employee’s normal workweek.

2. **“Emergency Essential”** – Each Department Director is responsible for identifying those employees who will be designated as “Emergency Essential.” These employees may be required to remain or respond in the event of emergency conditions and be available immediately before (Pre-Impact), during (Emergency Period), and/or after the disaster or emergency condition (Post Impact/Recovery), to perform duties directly related to the emergency conditions as determined by the City. Notwithstanding, an “Emergency Essential” employee will be allowed reasonable emergency paid administrative leave to secure the employee’s home and family and attend to immediate personal needs resulting from the emergency. Notwithstanding a prior designation as emergency essential, some emergency essential personnel may not be activated and will be compensated according to the emergency paid administrative leave as defined in this policy.

Emergency paid administrative leave will start when the employee is dismissed by the City Manager, or designee, through each Department Director and will continue until the employee returns to work based on the employee’s normal work week.

~~“Post-Impact/Recovery Assigned” – Following the event, all City of Alvin employees are considered “Post-Impact/Recovery Assigned” employees. All City employees are to return to work after the Mayor or his/her designee declares it safe to do so. After the return to work, each Department Director is responsible for identifying those employees who are essential to the quick restoration of critical services to the community.~~

2.3. **“Emergency Duty Assignment”** – In the event of an emergency, the City Manager or designee may assign employees to any duty to the extent that the City is not in violation of any State or Federal Law. This includes employees of one department serving in an emergency capacity for any other department or function as assigned.

4. Employees who are out on prior approved leave during any of the periods will continue to be charged the prior approved leave status for such leave. However, such leave requests are subject to cancellation due to the emergency.

Compensation for Hours Worked During a Declared State of Emergency:

1. Exempt Employees

- a. During a Pre-Impact Period, exempt employees authorized to perform work for the benefit of the city in preparation for potential adverse incident shall be paid according to their normal rate of pay. This time shall be clearly identified on the time sheet as required by the Finance Department.
- b. During an Impact Period, essential exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at an overtime rate of 1.5x their hourly computed rate for each hour **worked** during the Impact Period. This time shall be clearly identified, and work performed clearly noted on the appropriate Emergency Management forms. *The exempt status employee(s) base salary will be computed to arrive at an hourly rate to determine the pay rate for this administrative rule.*
- c. During an Impact Period, when key essential exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid at 1.5x their hourly computed rate for all hours **worked** and straight hourly time for all non-work hours for each hour of mandatory residency. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Non-working hours shall be clearly identified, and duties or work performed noted on their Emergency Management forms as provided. Exempt employees who are not considered essential or not residing in a designated facility shall be paid only for hours worked or placed on paid administrative leave.
- d. The exempt employee's calculated hourly computed rate shall be applied to hours worked on weekend, holiday hours worked, and all hours worked over their regularly assigned daily work hours during the Impact Period as determined by the Department Director, or designee, and/or the City Manager, or designee. This time shall be clearly identified, and duties or work performed noted on the Emergency Management forms as provided.
- e. During an Impact Period, exempt employees released from work, who are not required to report to work, shall receive paid administrative leave for the duration of the Impact Period.
- f. Once the Impact Period has been canceled, an exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. If a recalled exempt employee fails to report for duty, the employee may be subject to disciplinary action.
- g. Failure of an exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of employee to contact their

Department Director, or direct supervisor, within three (3) regularly scheduled workdays following the City Manager's, or designee's, direction to return to work may result in disciplinary action up to and including termination.

- h. The City Manager may authorize "emergency essential" exempt employees to be compensated for hours worked assisting other jurisdictions or agencies in accordance with a signed Memorandum of Agreement (MOA).
- i. Nothing herein shall be construed to affect the exempt status of such employees.

2. Non-Exempt Employees

- a. During a Pre-Impact Period, non-exempt employees authorized to perform work for the benefit of the City directly related to the preparation for a potential adverse incident shall be paid according to their normal hourly rate of pay. The Pre-Impact work hours shall be clearly identified, and the work performed noted on the Emergency Management forms as provided. The Pre-Impact work hours shall be separated from the normal daily work hours performed.
- b. During an Impact Period, non-exempt employees authorized to perform work for the benefit of the City related to the incident shall be paid at the overtime rate of 1.5 times their regular pay for all hours **worked** during the Impact Period. This time shall be clearly identified, and work performed noted on the Emergency Management forms as provided.
- c. During an Impact Period, when key essential non-exempt employees are required to reside in a facility recognized or approved by the City (EOC, designated shelter, etc.) they shall be paid the overtime rate of 1.5 times their current hourly wage for all hours **worked** and their normal rate of pay for all non-work hours. Mandatory residency in a facility recognized or approved by the City may vary by department or individual as determined by the Department Director, or designee, and approved by the City Manager, or designee. Non-working hours shall be clearly identified, and duties or work performed noted on the Emergency Management forms as provided.
- d. During the Impact Period, non-exempt employees released from work, and are not required to work, shall receive paid administrative leave for normally scheduled hours. These hours shall not count as "time worked" for the purpose of computing overtime for non-exempt employees and shall be clearly identified on the Emergency Management forms as provided.

- e. Once the Impact Period has been canceled, a non-exempt employee shall check with their immediate supervisor, or Department Director, on when and where to report upon returning to work. If a recalled non-exempt employee fails to report for duty, the employee may be subject to disciplinary action.

- f. Failure of a non-exempt employee to return to work after the Impact Period has been canceled will cause an employee to be placed on leave without pay unless prior approval is granted to utilize accrued time. This shall be evaluated on a case-by-case basis. Failure of employee to contact their Department Director, or direct supervisor, within three (3) regularly scheduled workdays following the City Manager's, or designee's, direction to return to work may result in disciplinary action up to and including termination.

	<u>Pre-Impact Period*</u>	<u>Impact Period</u>
<u>Activities</u>	<u>Emergency response preparation activities and mitigation measures by the City of Alvin Departments</u>	<u>Emergency response activities and critical services are conducted to protect life, safety, property and the environment. Most routine City business functions may be suspended.</u>
<u>Begins</u>	<u>City Manager, or designee, advises an adverse incident/emergency has the potential to occur and/or Emergency Operations Center (EOC) is activated.</u>	<u>Mayor and/or City Manager advises an adverse incident/emergency exists. Emergency essential personnel may be sheltered in place. Majority of routine City business functions are closed.</u>
<u>Ends</u>	<u>City Manager, or designee, advises the potential for an adverse incident/emergency has passed and the City resumes routine City business functions.</u> <u>OR</u> <u>City Manager, or designee advises the City has entered the Impact Period</u>	<u>City Manager, or designee, advises it is safe for employees to return and resume most routine city business functions.</u>

<u>Emergency Essential</u>		
	<u>Pre-Impact Period</u>	<u>Impact Period</u>
<u>Non-Exempt Emergency Essential</u>	<u>Normal rate of pay</u>	<u>Overtime - 1.5 times the employees' normal rate of pay for hours "worked."</u> <u>Mandatory residency:</u> <u>Hourly rate of pay for all non-work hours</u>
<u>Exempt Emergency Essential</u>	<u>Normal rate of pay</u>	<u>1.5 times the employees' computed rate of pay for hours "worked."</u> <u>Mandatory residency:</u> <u>1.0 hourly computed rate of pay for all non-work hours</u>
<u>Emergency Non-Essential</u>		
	<u>Pre-Impact Period</u>	<u>Impact Period</u>
<u>Non—Exempt Emergency Non-Essential</u>	<u>Normal rate of pay</u>	<u>Administrative Leave at normal rate of pay</u>
<u>Exempt Emergency Non-Essential</u>	<u>Normal rate of pay</u>	<u>Administrative Leave at normal rate of pay</u>
<u>*No-notice incidents may not have a "Pre-Impact Period."</u>		

1. ~~During declared emergency status, the City will pay "emergency essential" employees who work during the declared emergency at their overtime rate (1.5x) for all hours worked during the declared emergency. Once the City Manager declares it safe for all employees to return to work, the employees will be paid according to the normal pay policy. Being on call or off shift is not considered time worked. Nothing herein shall be confused to affect the exempt status of such employees. The City of Alvin has the authority to require as many employees as necessary to either remain at work (held over) or be on emergency standby.~~
2. ~~During the Emergency Period, "emergency non-essential" employees who are released from their normal workday by the City Manager/Department Director and are not required to report back to work due to the emergency event shall receive regular pay for their normally scheduled workday. These hours shall not count as "time worked" for the purposes of calculating overtime that may be earned elsewhere in that week. These hours shall be recorded on the employee's time with appropriate coding, as designated by the Finance Department, to reflect emergency administrative leave.~~
3. ~~The City Manager may authorize "emergency essential" exempt employees to be compensated for hours worked assisting other jurisdictions or agencies in accordance with a signed Memorandum of Agreement (MOA).~~

~~Employees who are out on prior approved leave during any of the three periods will continue to be charged the prior approved leave status for such leave.~~

Responsibilities:

1. Supervisors and/or Department Directors:

- a. Ensure all employees have completed the appropriate NIMS training as required by the State of Texas Department of Emergency Management and FEMA and schedule new employees training immediately after hire.
- b. Hold training with all employees regarding emergency operations procedures prior to May 31 of each year.
- c. Assess all approved vacation leave requests and advise employees of their responsibilities and when they need to return to work.
- d. Allow “emergency essential” employees to secure their homes and families.
- e. Provide list of “emergency essential” employees to the City Manager for approval prior to sending “emergency non-essential” employees home.

2. Employees (Emergency Essential and Emergency Non- Essential):

- a. Provide up-to-date emergency contact information to supervisor and Department Director so that employee can be contacted when away from work.
- b. Understand that any pre-approved leave may be subject to postponement or cancellation.
- c. Attend appropriate required NIMS training classes according to job position as outlined in the NIMS Training Guidelines.
- d. Ensure that the safety and security of the employee’s family is met.

At the Department Director’s discretion, previously approved leave, vacation, etc., may be canceled when a state of emergency is imminent or declared. Failure to return to work upon notice, either written or verbal, that the previously approved leave is being canceled, will be deemed an unauthorized absence from work or assignment which may be sufficient cause for termination.

RULE 21. EMPLOYEE APPRAISAL SYSTEM

- A. The City uses a thorough employee appraisal process for assisting supervisors in communicating job expectations, measuring the employee’s level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The employee appraisal process provides necessary information for assisting career development and training, assignments, advancements,

transfers, disciplinary actions, and retention. The purpose of the appraisal process as outlined herein is to achieve optimum employee performance resulting in outstanding citizen service. A copy of the Employee Appraisal form can be obtained from the Human Resources Department.

B. Newly hired regular full-time employees are eligible for:

1. a written employee appraisal ~~midway through their probationary period and~~ upon successful completion of their probationary period; and
2. an annual employee appraisal on their date of hire anniversary.

C. Newly transferred or promoted employees who are on probation shall also receive ~~periodic evaluations: an evaluation at the end of their probationary period, during their probationary period, and at the end of their probation period.~~

1. ~~during their probationary period; and~~
2. ~~at the end of their probation period.~~

D. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths, and areas of development needed by completing the Employee Development Area.

E. All employee appraisal information must be written, and each employee will be asked to sign and date a copy of his/her employee appraisal when it is reviewed. An evaluation is considered complete at the time:

1. the employee signs and dates the evaluation document; or
2. the supervisor and/or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document; and
3. the evaluation document is signed by the affected Supervisor, Department Director and the City Manager and then forwarded to the Human Resources ~~Manager-Director~~ for retention in the employee's official personnel file.

F. Department Directors are expected to ensure compliance with this rule and ensure that evaluating supervisors and managers under their direction are adequately trained in the employee appraisal process. Department Directors and/or mid-level managers are encouraged to review all employee appraisal documents for validity prior to the department supervisor conducting the appraisal with the affected employee, to correct any obvious errors or rating bias.

G. Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements as outlined.

Employees are encouraged to address issues and concerns regarding their annual employee appraisal with their evaluating supervisor. If the employee is unable to resolve his/her issues and concerns with the evaluating supervisor, the employee may address them with the Department Director; if the Department Director is the evaluating supervisor, the employee may go to the City Manager to address his/her concerns.

- H. The Human Resources ~~Manager-Director~~ will review all appraisal documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Human Resources ~~Manager-Director~~ is responsible for maintaining original appraisal documents in official personnel files.

RULE 22. MERIT COMPENSATION POLICY

A “merit increase” is defined as an in-grade increase in salary granted as recognition for continued and sustained performance on the job.

1. Performance-based merit increases will normally be awarded annually to eligible employees based on the eligibility requirements established by the City Manager. Generally, employees will be eligible for merit increase consideration if they are in a budgeted full-time position and have completed a probationary period (if applicable). Percentage increase may vary from employee to employee based on differing levels of performance attained and internal equity demands.
2. Each fiscal year, the City Manager may authorize merit increase guidelines which are based on the current budget, fiscal constraints, other considerations, and the compensation plan approved by City Council.
3. The employee’s supervisor will use the merit increase guidelines and the performance appraisal results to recommend merit increases.
4. The Department Director will review and approve all base salary changes. The City Manager will make the final determination.

RULE 23. PROMOTIONS

- A. Positions to be filled shall be filled with City employees currently on the payroll when possible. This ~~shall-should~~ not prohibit the City Manager or other supervisory personnel from filling positions with persons not employed by the City.
- B. A promotion is described as the transition to a role with new job duties and responsibilities of greater significance and scope compared to the previous position. The department(s) responsible for facilitating the transfer or promotion should collaboratively determine the effective date for this transition.
- C. Promotions shall be made upon the recommendation of the Department Directors with the approval of the City Manager.

- D. Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.
- E. A promotion should not be deemed completed until a probationary period of ~~six~~four (64) months shall have elapsed. Should a promoted employee not successfully complete the probationary period, the employee is eligible to return to the previous position held, if available. If no position is available for which the employee is qualified, the employee will be terminated.

RULE 24. SEPARATIONS

- A. The City designates all employee separations as one of the following types:
 - 1. **Resignation.** An employee who intends to resign is requested to notify his/her supervisor and/or the Human Resources Department in writing at least two (2) weeks prior to the last day of work. Employees who fail to give two (2) weeks' notice are typically not eligible for rehire. The supervisor is responsible for immediately notifying the Human Resources Department.
 - 2. **Retirement.** An employee who intends to retire must notify his/her Department Director, supervisor, and the Human Resources Department, in writing, thirty (30) days prior to the date of retirement. This thirty (30) day requirement is necessary to ensure that the required paperwork is timely submitted to Texas Municipal Retirement System (TMRS).
 - 3. **Dismissal/Termination.** The City may terminate an employee's employment due to unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails probation. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance or conduct and/or violation of City policies or procedures, are not eligible for rehire.
- B. Dismissal may also occur for the following:
 - 1. **Job Abandonment.** If an employee fails to properly notify the City of his/her absence from work or if an employee is absent, without authorization and/or notification for three (3) or more consecutive workdays, the City will normally consider the employee to have abandoned his/her employment, and he/she will be terminated.
 - 2. Any employee who remains absent from work after exhausting his/her FMLA time may request an extension of leave or other reasonable accommodation. This request shall include appropriate documentation of the employees' need for accommodation. The City may terminate an

individual's employment if no reasonable accommodation allows them to return to the performance of the essential functions of their job within a reasonable period of time. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act.

- C. **Reductions-in-Force/Reorganization.** An employee may be separated from City service when it is deemed necessary by reason of shortage of funds or work, the abolition of the position, or other material change in the duties of the organization, or for other reasons which are outside the employee's control, and which do not reflect discredit upon the service of the employee.
- D. **Death.** If a City employee dies, his/her designated beneficiary or estate will be paid all earned pay and payable benefits the employee would have received but for his or her death.

RULE 25. DEMOTIONS

- A. Voluntary Demotions. An employee can request to fill an open vacancy that is lower than their current position on the pay schedule. Should an employee opt to apply for a position with a lower pay grade, appropriate compensation adjustment will be made.
- B. Involuntary Demotions. An employee who undergoes an involuntary demotion from one position to another with a lower pay grade will experience a reduction in compensation, aligning it with the appropriate grade and step for the new position.

RULE 26. ACTING/INTERIM POSITIONS

- A. At the request/recommendation of the Department Director, the City Manager has the authority to appoint an Acting Position to ensure the effective operation of City functions in cases of vacancy, extended absence of the regular incumbent for more than two (2) consecutive pay periods, or as deemed necessary.
- B. Employees serving in Acting Positions may receive additional compensation during their assignments with the approval of the City Manager. This additional pay will be formally known as "Interim Pay" and will typically be two steps, or 4% more than the employee's current hourly rate.

RULE 27. CERTIFICATION PAY

- A. Determinations regarding an employee's eligibility for certification pay will be made by the Human Resources Department. To receive Certification Pay, employees are responsible for furnishing a dated copy of their original certificate and/or evidence of certification. It is important to note that Certification Pay is not retroactive; therefore, compensation will commence only after proof of certification has been submitted to Human Resources.

- B. If an employee fails to meet the renewal or maintenance requirements for their certification, Certification Pay will be discontinued. The responsibility for providing proof of maintenance lies with the employee.
- C. The Human Resources Department is responsible for reviewing the approved certifications eligible for certification pay each year for budgetary purposes.

RULE 28. INCLEMENT WEATHER

- A. During periods when City operations are unaffected by inclement weather, employees who are absent from work due to such conditions may, upon obtaining approval from the Department Director, utilize accrued vacation or compensatory time to make up for the missed hours. Employees who do not have any accrued vacation or compensatory time may not receive compensation for the time they are unable to work due to inclement weather.
- B. In cases of inclement weather, employees holding essential positions may be obligated to report to work to fulfill the City's requirements, as determined by the Department Director. Failing to report to work under such circumstances may result in disciplinary actions.

RULE 29. CELL PHONE ALLOWANCE

- A. The City will grant a monthly allowance to employees in roles necessitating the use of cell phones. This allowance is intended to cover anticipated business-related expenses. It is important to clarify that this policy does not imply the City's intention to cover all usage, including personal calls. All payments described in this section are contingent on approval from the City Manager and dependent on allocation by the City Council in the annual budget.
- B. Eligible employees will receive either a City-issued cell phone or an allowance at the request of the appropriate Department Director. Final approval will be determined by the City Manager.
- C. For an employee to be eligible for this compensation, it must be determined that the allowance contributes to the City's needs and within the employee's scope of responsibilities.
- D. The allowance will be discontinued if a change in the employee's position (due to promotion, transfer, termination, or demotion) or circumstances (no longer involved in City business) renders the allowance no longer beneficial to the City. The City assumes no responsibility for any penalties or fees imposed on the employee by the cellular provider, which may include, but are not limited to, charges related to unexpired cell phone service agreements, unused minutes, cancellation penalties, and service change fees.
- E. Should an eligible employee choose the allowance rather than the City-issued cell phone, they will receive an allowance bi-monthly during regular payroll. The amount will be

based on the guidelines established by the City Manager, based on the current budget, fiscal constraints, and other considerations. This is a taxable benefit.

- F. Employees who use their personal phones for city-related business should understand that any communication related to City business is subject to the Texas Public Information Act.

RULE 30. VEHICLE ALLOWANCE

- A. Eligible Employees, approved by the City Manager, will receive vehicle allowance in order to offset vehicle-related expenses. The amount will be based on the guidelines established by the City Manager, based on the current budget, fiscal constraints, and other considerations.
- B. This allowance is paid on an employee's bi-monthly paycheck 24 times each year. Vehicle allowance is a taxable benefit.

RULE 31. ON-CALL AND CALL BACK PAY

- A. The purpose of this policy is to provide guidelines to Department Directors and supervisors regarding the process and procedures to be followed for non-exempt employees who are required to maintain their availability after hours or during days off to perform routine checks at various City facilities and/or to be on-call to come back to work or to otherwise be available to respond to emergency situations.
- B. Department Directors should identify positions and employees who are required as a condition of employment to be on call, to come back to work outside of the employees' regular shift, or to conduct routine checks at various City facilities. Once Department Directors identify these positions, the employee should be notified in writing that the essential functions of his or her job requires the employee to maintain an on-call or routine check status on either an intermittent or regularly scheduled basis.
- C. The employees' job description should also be updated accordingly. The supervisor of the employee assigned to on-call or routine check status shall maintain a roster of all qualified employees and an equitable rotation policy shall be followed.
- D. Department Directors and/or supervisors should provide employees who are required to be on call with a schedule of the time and date that the employee must be on-call. In addition, the following guidelines apply:
1. Unless otherwise advised, the employee is not required, while on-call, to remain on the City's premises. However, the employee must remain available by telephone or text while off-site and respond to any message within fifteen (15) minutes.
 2. If an emergency requires the employee to return to work, he or she must do so within one (1) hour of responding to the message.

3. The employee is not required to restrict his or her activities while on-call, but the employee must remain free of the influence of alcohol or illegal drugs. In addition, the employee should not take any prescription drug that adversely affects his or her ability to safely and effectively perform his or her job duties. If an employee has a medical condition and has concerns about complying with this requirement, the employee should consult with the Human Resources Department.
 4. If the employee has a conflict and is unable to be on-call during his or her assigned time, it is the employee's obligation to pre-arrange with his or her immediate supervisor for a replacement to cover the employee's on-call shift.
 5. On-Call employees who fail to respond when called and/or who fails to find a replacement are subject to disciplinary action up to and including termination.
- E. Employees will receive one (1) hour of On-Call pay at their regular rate for each 24-hour shift of on-call status. Compensatory Time may NOT be used in lieu of On-Call Pay.
- F. If an employee is called to come back to work while he or she is on-call, the employee is subject to a minimum of two (2) hours of call-back compensation for the on-call shift. This 2-hour call-back pay counts as time worked for the purpose of calculating overtime and is paid in addition to the 1 hour of on-call pay. If the employee's time worked exceeds the 2-hour call-back minimum, the employee shall receive pay for the actual hours worked at the overtime rate.
- G. An employee receives a minimum of two (2) hours of call-back pay for each time that an employee is called back to work during a 24-hour period, up to a maximum of 12 hours.
1. Continuing to work on a call-back that extends into the next day shall not entitle the employee to a second two (2) hours of call-back pay.
- H. A non-exempt employee who does not return to work but who handles an *authorized* work-related task by phone or computer will be paid for the actual time worked. Employees must record their time on their time record, in 15-minute increments, rounding down if less than seven (7) minutes, and rounding up for eight (8) or more minutes



PERSONNEL POLICY MANUAL

SECTION V. PAID TIME OFF BENEFITS

RULE 32. HOLIDAY PAY BENEFIT

- A. The City hereby recognizes and establishes a holiday pay benefit. The duly recognized holidays upon adoption of this Manual are those listed below; provided, however, that the City Council may modify this holiday listing at any time by a duly posted resolution regarding this subject matter.
- B. The following official holidays are hereby established:

New Year's Day	January 1
New Year's Day Holiday	Day before or after Jan. 1
Martin L. King Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Thursday before Easter
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Holiday	Wednesday before Thanksgiving
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th
Christmas Day Holiday	Day before or after Christmas only

Floating Holiday

Date is at the Employee's discretion with
Department Director approval

- C. For purposes of administration, a specified holiday begins at 12:01 a.m. and ends at 12 midnight on the calendar date of the holidays specified above.
- D. In order to use the Floating Holiday, the employee shall be employed on January 1 of each calendar year to accrue the Floating Holiday and shall take such holiday by December 31 of the same calendar year.
- E. Holiday Pay Benefit. The holiday pay benefit is defined as one workday consisting of a ten (10) hour period, which shall be paid at the employee's current regular rate of pay.
- F. Scheduling of Certain Holidays. Specified holidays falling on Friday or Saturday will normally be observed on the preceding Thursday and holidays occurring on Sunday will normally be observed on the following Monday. Holiday pay will be given on the day in which the City observes the holiday (see exception below). The City Manager may modify this provision on a holiday-by-holiday basis if required in the interest of administrative necessity.
 - 1. For employees covered under a Collective Bargaining Agreement (CBA), or those who work shifts, the holiday will be paid the day on which the national holiday falls.
- G. Eligibility for Holiday Pay. Only regular full-time employees are eligible to receive the holiday pay benefit, regardless of their probationary status.
- H. Employees Who Work on a Holiday. Employees called in or otherwise required to work on a holiday will be paid for productive hours worked during the holiday at a rate of pay of 1.5 times their regular rate of pay for the entirety of their shift so long as the shift begins on the calendar date of the specified holiday. This rate of pay will be in addition to the holiday pay benefit specified above.
- I. Waiver of Holiday Pay Benefit. Employees who meet any of the following conditions shall not be entitled to receive the holiday benefit set out herein:
 - 1. Employees who call in sick on a workday before a recognized holiday, or on a workday after a recognized holiday, automatically forfeit and will not receive the holiday pay benefit allowed herein, unless they present an acceptable sick leave excuse from an appropriate health care provider and such excuse is accepted by the applicable supervisory official.
 - 2. ~~Employees on Workers' Compensation Leave. An employee on worker's compensation leave will not receive holiday pay.~~
- J. Holiday Occurring During Vacation Leave. A holiday that falls within an employee's vacation period will be counted as holiday in lieu of a day of vacation.

- K. Separating Employees. Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director.
- L. Religious Holidays. Employees who wished to observe a personal religious holiday may request an approved absence. If approved, the employee may charge the time to vacation, compensatory time, the floating holiday, or receive an excused absence without pay. Utilization of sick leave time for this purpose is strictly prohibited.

RULE 33. VACATION LEAVE

- A. The City Council hereby authorizes and continues a recognition of a vacation leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.
- B. Vacation Day – A “vacation day” for purposes of this benefit is defined as a ten (10) hour period for all full-time employees, unless otherwise specified.
- C. Eligibility to accrue Vacation Leave. Only regular full-time employees may accrue vacation leave under this [authorization policy](#), regardless of their probationary status. Part-time, ~~and~~ seasonal, [and/or temporary](#) employees do not earn vacation leave.
- D. Vacation leave accrues only during periods in which the employee works or is otherwise on an approved paid leave status.
- E. Accrual Rate. An employee’s increase of vacation accrual begins with the first pay period of their 6th, 15th, and 20th years of service.
- F. The accrual of vacation hours specified below shall be calculated on a pro-rata basis by pay period.

Anniversary Date in Calendar Year	Vacation Benefit as of Anniversary Date of Calendar Year
1st through 5th years	80 hours (2 weeks)
6th through 14th years	120 hours (3 weeks)
15th through 19th years	160 hours (4 weeks)
20th year and above	200 hours (5 weeks)

- G. An employee may not utilize accrued vacation leave until he/she has successfully completed his/her initial employment probationary period.

- H. Employees are not required to take a full day of vacation; however, accrued vacation leave must be utilized in no less than one (1) hour increments.
- I. Employees may not “borrow” or receive an advance of unearned vacation time, except upon specific request and approval from the City Manager for good cause shown.
- J. Employees shall not receive payment for vacation in lieu of taking time off, except as otherwise provided in this Manual or as otherwise specifically authorized by the City Council.
- K. Use and Scheduling of Vacation Leave. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than thirty (30) consecutive days of vacation time may be taken.
- L. Maximum Accruals. The maximum number of vacation hours that may be accrued is two hundred and forty (240) hours. All time in excess of two hundred and forty (240) hours will be forfeited each year on September 30. Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is forfeited as of September 30th every year.
- M. Compensation for Vacation Leave. Vacation leave shall be paid at the employee’s base rate of pay at the time vacation leave is taken. It does not include overtime or any special forms of compensation.
- N. Upon termination, retirement, resignation, death, or upon authorization and approval by the City Council, an employee shall be paid for accrued vacation leave using the employee’s current straight time hourly rate in effect on the date of termination with the following exception:
 - Police – Old Vacation Hours will be paid using the straight time hourly rate of pay for such employee in effect on October 1, 1998.
- O. Payment for vacation hours is subject to the limitations specified in this rule, including the maximum accrual cap. Employees who are terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

RULE 34. SICK LEAVE

- A. The City Council hereby authorizes and continues a recognition of a sick leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.

- B. Eligibility to Accrue Sick Leave. All full-time employees ~~begin accruing~~ may accrue paid sick leave ~~under this policy, regardless of probationary status. one (1) month from date of hire.~~ Part-time, seasonal, and/or temporary employees do not accrue sick leave.

Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.

- C. Accrual Rate. Sick leave for employees shall be computed on the basis of eight (8) hours for each full month employed in a calendar year so as to total ninety-six (96) hours per year.
- D. Accrual of Sick Leave Unlimited. Employees will accrue sick leave hours so long as the employee holds a position with the City, but shall receive no payment or pay-out for accumulated sick leave at termination or separation from employment with the City.
- E. Utilization. Accrued sick leave may be utilized under the following circumstances:
1. When an employee is unable to report to work because of illness or injury or other physical or mental disability that would prevent the employee from fulfilling the functions of his or her job duties; or
 2. When an employee's physical or mental condition is such that reporting to work would reasonably expose the employee's co-workers to the risk of illness or injury; or
 3. When state or federal law, such as the Family Medical Leave Act, otherwise allows an employee to utilize his or her own accrued sick leave time to care for other qualified members of the employee's immediate family, as such is defined in this Manual or other applicable law.
- F. To take advantage of this benefit, employees must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department and provide appropriate documentation when required.
- G. Documentation. Employees requesting paid sick leave must submit their request to their supervisor for approval.
1. An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses sick leave for three (3) or more consecutive workdays, and at any other time if requested by the City.
 2. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury,

and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member.

3. If the employee fails to present such proof in a timely manner, use of sick leave will not be allowed, and no other paid leave may be used for the absence.

- H. Abuse of Sick Leave Privileges. Because sick leave is a benefit that covers conditions or situation defined in this Manual, the City reserves the right to investigate and to act upon employee conduct that constitutes an abuse or misuse of sick leave. An employee who utilizes sick leave benefits under false or improper pretenses is subject to disciplinary action, up to and including termination.
- I. No Future Sick Leave Pay-Out Upon Termination or Separation. Except as otherwise provided in a separate labor agreement, or in carry-over policy for employees hired before and after 10/2/1998, City employees shall not be entitled to receive any future or further pay-out of accrued sick leave hours upon separation from employment, but shall continue to accrue such hours indefinitely for future utilization so long as the employee is employed by the City.

RULE 35. DONATED SICK LEAVE

- A. The purpose of this rule is to provide guidelines to establish a program that allows employees to donate sick leave accruals to fellow employees who have exhausted all paid leave.
- B. “Donated Sick Leave” is to be used in the event of catastrophic illness or injury by full-time employees by allowing employees with sick leave balances of at least forty-eight (48) hours to donate accrued sick leave to specific eligible employees.
- C. For purposes of this rule, the following definitions apply:
 1. A “catastrophic illness or injury” is defined as a life-threatening injury or illness of an employee, which totally incapacitates the employee from work as verified by a licensed physician and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic.
 2. “Employee” is defined as a full-time employee who is eligible for group benefits.
 3. A “licensed physician” means a practitioner, as defined in the Texas Insurance Code, who is practicing within the scope of his/her license in treating the employee or family member.

D. Procedures for purposes of this rule are as follows:

1. All employees wishing to receive donated sick leave must make a request to the Human Resources ~~Manager~~Director. Candidates must be full-time employees and must have already exhausted their own accrued paid leave, including sick leave, vacation leave and compensatory time.
2. The Human Resources ~~Manager~~Director will make the request for donated sick leave via the City's email system for citywide notification of an employee's request for donated sick leave.
3. Sick Leave donors must submit a Leave Request form to the Human Resources Department. The Human Resources ~~Manager~~Director will accept donations for the request and then direct payroll to apply the appropriate number of sick leave hours to be added to the applicant's sick leave accrual balance.
4. ~~Sick Leave donors must submit a Leave Request form and forward it to the Human Resources Department. HRM will direct payroll to deduct the appropriate number of donated hours by employees from their sick leave accrual balances.~~

E. All City of Alvin restrictions on permissible uses of sick leave apply to the use of Donated Sick Leave. In no case may Donated Sick Leave be used in conjunction with a Workers' Compensation claim. Also, the employee ~~cannot be~~is not eligible ~~for receiving~~to receive disability benefits from the group insurance program.

F. Sick leave donation, once made, shall not be reversed or rescinded. Any sick leave donated to an employee shall be treated as belonging in the sick leave account of the recipient employee.

G. Additional donations for extenuating circumstances may be approved by the Human Resources ~~Manager~~Director. If an employee does not agree with the decision of the Human Resources ~~Manager~~Director, the employee may appeal to the City Manager. The City Manger's decision will be final.

RULE 36. BEREAVEMENT LEAVE

A. The City provides probationary and regular full-time employees paid time off for bereavement leave, up to a maximum of three (3) workdays, in the event of a death(s) in the family. For the purpose of authorizing bereavement leave "family" is defined as current spouse, children, stepchildren, parents, ~~step-parents~~stepparents, parents of the employee's spouse, brothers, sisters, grandchildren and grandparents by blood or marriage.

- B. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.
- C. Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director.
- D. Employees who wish to attend funerals or for bereavement leave for other than family as defined above, must use vacation or compensatory time.

RULE 37. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

- A. The City provides leave to eligible employees in accordance with the Family and Medical Leave Act (FMLA). Under the FMLA, eligible employees may take up to twelve (12) workweeks of unpaid leave each year for qualifying family and medical reasons.
- B. If both an employee and the employee's spouse are employed by the City, their combined time off for family leave may not exceed twelve (12) workweeks during any twelve (12) month period.
- C. FMLA Leave Runs Concurrently With Other Types of Leave. If an employee has any available accrued sick leave, it must be used concurrently with any available FMLA leave, provided the employee's absence is covered by the City's sick leave policy. Accrued sick leave taken for the purposes of FMLA for the employee or employee's immediate family will follow the guidelines set out in the sick leave policy. If the absence is not covered by the City's sick leave policy, the following leave time will be applied and will run concurrently with any remaining FMLA leave: compensatory time, accrued holiday leave, and lastly, vacation leave. FMLA leave will also run concurrently with any time off from work covered by workers' compensation.
- D. Employee Eligibility. To be eligible for FMLA leave, an employee must have worked for the City:
 - 1. For at least twelve (12) months; and
 - 2. For at least 1,250 hours during the twelve (12) months preceding the start of the leave.
- E. Leave Entitlement. Eligible employees may take reasonable leaves of absence for any of the following reasons:
 - 1. maternity purposes; or
 - 2. the birth, adoption or placement of a foster child; or

3. to care for a spouse, child, or parent with a serious health condition, as defined by law; or
 4. when the employee is unable to perform the functions of his/her position because of his/her own serious health condition; or
 5. as otherwise authorized by law, as amended from time to time.
- F. **Leave Entitlement for Active Duty.** Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) weeks leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven (7) days of leave); (2) attending certain military events and related activity; (3) arranging for alternative childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five (5) days of leave); (7) attending post-deployment reintegration briefings; and (8) any additional member's active duty or call to active duty.
- G. **Leave Entitlement for Line of Duty Injury or Illness.** The FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty or active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.
- H. To determine eligibility for leave, the City uses a rolling twelve (12) month period measured backward from the date of any FMLA leave.
- I. **Employee's Notice Requirements.** For the City to accommodate an employee's workload during his/her absence, an employee seeking to take FMLA leave must provide both his/her Department Director and the Human Resources Director with at least thirty (30) days' advance notice when the leave is foreseeable.
1. If the leave is not foreseeable, an employee is expected to provide both his/her Department Director and the Human Resources Director with as much advance notice as possible.
 2. In the event of medical leave for planned medical treatment for the employee or for the employee's spouse, child or parent, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the City's operations.

- J. The City may also unilaterally place an employee on FMLA leave when information comes to the City's attention that would otherwise qualify an employee for FMLA leave.
- K. All supervisors must immediately notify both their Department Director and the Human Resources [Manager-Director](#) if they have reason to believe an employee's absence is due to an FMLA-covered reason. [Under the FMLA, an employee requesting paid or unpaid leave for an absence covered by the FMLA is not required to expressly mention FMLA. If the employee states a reason that qualifies for FMLA leave, the employee will likely have met the FMLA's notice requirements. The date of leave may be retroactive to the first day of the qualifying FMLA event.](#)
- L. Medical Certification and Other Required Documentation.
1. An employee must provide the City with medical certification supporting the need for FMLA leave due to a serious health condition affecting the employee or the employee's spouse, child or parent.
 2. An employee must also provide periodic reports during FMLA leave as to his/her status and a statement of the employee's intentions concerning returning to work, including the beginning and expected ending dates of the leave.
 3. In the case of intermittent leave, the certification must also provide the dates and duration of the treatments necessitating the intermittent leave.
 4. In some cases, the City may require a second or third medical opinion (at the City's expense) and periodic recertification of the serious health condition.
 5. ~~A-M~~medical clearance is required for all employees desiring to return to work from taking leave as a result of a serious health condition.
 6. If an employee elects to take FMLA leave in order to care for a family member, the employee may be required to provide reasonable documentation confirming a family relationship.
 7. If an employee fails to provide any required certification within fifteen (15) days, the City may deny leave until the certification is provided.
- M. Intermittent Leave. An eligible employee may take FMLA leave on an intermittent or reduced schedule basis only if "medically necessary," or otherwise approved by the Department Director. When intermittent leave is needed, the employee must try to schedule the leave so as not to unduly disrupt the Department's operations. The City may temporarily transfer the employee to an alternative position (with equivalent pay and benefits) in order to better accommodate an employee's intermittent or reduced leave schedule.

- N. Benefits During FMLA Leave. Taking family leave will not result in the loss of any employment benefit accrued prior to the date on which the leave began, and seniority will not be affected. However, vacation and sick leave benefits shall not accrue during any period of unpaid leave of absence.
- O. An employee on family leave will remain covered under all employee benefit plans (medical, retirement, etc.) throughout the duration of the leave as if actively employed.
1. Where applicable, the employee must timely pay his/her share of health insurance premiums while on family leave.
- P. If the employee fails to return to work at the conclusion of the leave, the City will require the employee to reimburse it for the full cost of health care coverage during the period of leave. However, if an employee fails to return to work because of legitimate medical reasons or circumstances beyond the employee's control, he/she may not be required to reimburse the City for such benefits. Medical certification is required under such circumstances.
- Q. Job Restoration After FMLA Leave. An employee returning to work following a leave of absence under these family leave provisions, shall be returned to his/her position or an equivalent position.
- R. Leave Due to Birth/Adoption. FMLA leave for birth, adoption or placement of a foster child must conclude within twelve (12) weeks of the birth, adoption or placement.
- S. FLSA Considerations. Salaried executive, administrative, professional and other employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave.
- T. Other Employment. Under no circumstances may an employee on FMLA leave, sick leave, disability leave, or workers' compensation leave engage in outside employment unless expressly authorized in writing in advance by the Department Director and City Manager.
- U. TMRS. No loss of service credits with the City will occur as a result of an employee being in an unpaid status due to FMLA leave. No benefit credits, including TMRS contributions, will accrue while in an unpaid status. Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the City's Human Resources Manager and completing the necessary paperwork.
1. Human Resources will notify an employee who goes into an unpaid status of their contribution options with TMRS.

2. It is the employee's responsibility to initiate arrangements with TMRS for contribution payments.

- V. Other Provisions. The FMLA does not affect any federal or state law prohibiting discrimination. This rule is intended to explain benefits available to eligible employees under the FMLA. It is not intended to create any rights to leave beyond those created by the FMLA. If additional information is needed on the FMLA, please contact the Human Resources Director. When an employee gives notice of the need for FMLA leave, the employee will be given additional information as to his/her rights and responsibilities under the FMLA.

RULE 38. JURY DUTY

- A. The City provides paid leave to regular full-time employees required to serve on jury duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation, holiday or compensatory leave; otherwise, a nonexempt employee's time off will be considered a leave without pay.
- B. The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., to his/her supervisor as soon as possible so that arrangements can be made to accommodate the absence.
- C. Employees on jury duty leave should keep up with their job responsibilities if possible. An employee who is on jury duty typically must report for City duty for the remainder of the day upon completion of court or jury service. Any payment for jury duty received by the employee may be retained by the employee.
- D. Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

RULE 39. ADMINISTRATIVE LEAVE

- A. The City may grant Administrative Leave With Pay to an employee, as a matter of discretion by the City Manager (or designee), when no other paid leave category is available or applicable and leave without pay would not be appropriate. The City Manager may also authorize Administrative Leave Without Pay.
- B. Department Directors may grant Administrative Leave With Pay only when a disciplinary decision is pending.
- C. Administrative Leave granted to an employee will be put in writing and forwarded to the Human Resources Director for proper payroll processing and placement in the employee's personnel file.

RULE 40. MILITARY LEAVE – USERRA

- A. The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military.
- B. This rule covers employees who serve in the uniformed services on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.
- C. Notice to City of Need for Leave. Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than twenty-four (24) hours after the employee receives the military orders. To be eligible for paid military leave, employees must provide the official documents setting forth the purpose of the leave and, if known, its duration. Notice must be turned into the Department Director and the Human Resources Director as far in advance of the leave as possible.
- D. Paid Leave for Training and Duty.
 - 1. Full Pay for Up to Fifteen (15) Days. Employees will be paid for military absences of up to a maximum of fifteen (15) workdays per fiscal year. Shift employees will be transitioned ~~to~~into a forty (40) hour work week during military absences. This leave may be used when an employee is engaged in National Guard or U.S. armed forces reserve training or duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year.
 - 2. Other Paid Leave. Employees who have exhausted all available paid military leave may, at their option, use any other available paid leave time (i.e., vacation leave, holiday leave, and compensatory time) to cover their absence from work.
 - 3. Unpaid Leave. After an employee has exhausted all available paid military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on leave without pay.
 - 4. Benefits. The City will continue to provide employees on paid military leave with most City benefits.
 - 5. Medical and Dental. While an employee is on paid military leave (or any military leave of less than thirty-one (31) days), the City will continue to pay its portion of the monthly premium for group health benefits. When military leave is unpaid, the employee may elect to continue group health coverage for up to twenty-four (24) months following separation of employment or until his/her reemployment rights expire, whichever event

occurs first, for himself/herself and eligible dependents. Employees must pay 102% of the applicable premium to cover the cost of elective continuation coverage under the City's group health plan.

6. Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately, even if a waiting period is normally required for new or returning employees. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.
7. **Other Benefits.** While on paid military leave, employees continue to accrue vacation, sick leave and other benefits provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid military leave. While on unpaid military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid military leave. While on unpaid military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, he/she will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.
8. **TMRS.** Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must return to work for the City within ninety (90) days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has either the lesser of five (5) years, or three (3) times the length of the military service to make up any TMRS contributions that were missed while on military leave.

E. Returning from Military Leave.

1. **Re-employment Rights.** Employees who complete their military service will be re-employed in accordance with federal law.
2. **Deadline to Notify City of Intent to Return to Work.** The deadline for an employee to return to work and/or notify the City that he/she intends to return to work following military leave depends upon how long the employee's military service lasted:

- a. For service of less than thirty-one (31) days, employees have eight (8) hours following their return home from service to report for their next scheduled work period.
 - b. For service between thirty-one (31) days and one hundred and eighty (180) days, employees have fourteen (14) days following their release from service to apply for re-employment.
 - c. For service of more than one hundred and eighty (180) days, employees have ninety (90) days following their release from service to apply for reemployment.
- F. These deadlines may be extended for two (2) years or more when an employee suffers service-related injuries that prevent him/her from applying for re-employment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.
- G. Required Documentation. To qualify to return to work, an employee returning from leave must provide documentation of the length and character of his/her military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than thirty-one (31) calendar days.

RULE 41. MENTAL HEALTH LEAVE FOR FIRST RESPONDERSEMERGENCY PERSONNEL

- A. The City of Alvin is committed to fostering a healthy and supportive work environment for all employees. Recognizing the importance of mental well-being, this Mental Health Leave Policy provides the opportunity to prioritize mental health.

The City of Alvin is committed to providing support to its emergency personnel. One of the most important areas of support is addressing mental health concerns, particularly related to traumatic events to which emergency personnel are exposed due to the nature of their employment.

- 1. The City provides paid time off for full-time employees who have experienced or suffered trauma, due to a traumatic event in the scope of their employment. This paid time off should be used to seek assistance in overcoming adverse effects of such an experience.
 - 1.2. 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).
 - 3. Traumatic Event – a natural or man-made event which causes trauma.
- B. Eligible emergency employees A fulltime first responder who suffer trauma as a result of a traumatic event in the scope of their 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 segment. These workday segments may be eight (8), ten (10), twelve (12), or twenty-four (24) hour periods and will correspond to the employee's normally assigned schedule.
- D. Approved ~~employees~~ 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 ~~emergency personnel~~ 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 ~~other~~ special forms of compensation.
- ~~F.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.
- ~~G.H.~~ The ~~written request for~~ 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.
- ~~H.I.~~ The City of Alvin Human Resource Department will coordinate and provide mental health services and contacts for employees ~~officers~~ who have been approved for Mental Health Leave.
- J. Prior to returning to work, the City may request the employee to provide a ~~submit to a medical release~~ fitness for duty as a requirement in order to return to work.
- K. Upon returning to work, employees are expected to resume their regular duties. No adverse action will be taken against employees for taking approved mental health leave.

RULE 42. — MENTAL HEALTH LEAVE FOR CIVILIAN EMPLOYEES

- ~~A.~~ The City of Alvin is committed to fostering a healthy and supportive work environment for all employees. Recognizing the importance of mental well-being, this Mental Health Leave Policy provides non-police personnel with the opportunity to prioritize their mental health.

B._____.

1._____

2._____

3._____.’

4._____.’

5._____

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 segment. These workday segments may be eight (8), ten (10), twelve (12), or twenty four (24) hour periods and will correspond to the employee’s normally assigned schedule.

Approved 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.

1._____.’

2._____.

RULE 42. QUARANTINE LEAVE

- A. Pursuant to Texas Local Government Code Section 180.008, this Paid Quarantine Leave policy for EMS, Fire, and Police is for personnel who are employed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.
- B. Eligible employees, both full and part time, who are ordered to quarantine or isolate by their immediate supervisor, physician, or county health authority due to a possible or known exposure to a communicable disease while on duty are entitled to receive paid quarantine leave for the duration of the leave.
- C. If applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs will be provided to the employee.

RULE 43. PAID PARENTAL LEAVE

- A. Flexible and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. The

City of Alvin provides Paid Parental Leave (PPL) to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption, foster care, or other legal placement to care for and bond with the child.

B. To be eligible for the PPL, an employee must be eligible for leave under the Family and Medical Leave Act (FMLA) by meeting the following criteria:

1. have been employed with the City for at least 12 months (the 12 months do not need to be consecutive);
2. have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin; and
3. be regularly scheduled to work 20 or more hours per week in a full- time reduced-schedule position.
4. Temporary or seasonal employees and interns are not eligible for PPL.

C. In addition, employees must meet one of the following criteria:

1. Have given birth to a child;
2. Be a co-parent to a person who has given birth to a child;
3. Have adopted a child aged 17 or younger, except for adoption by one spouse of the other spouse's child; or
4. Placement with the employee of a foster child, or other child, to whom the employee stands in the position of a parent (in loco parentis), age 17 or younger.
5. PPL is not allowed for placement of a child in parental custody cases or legal assignments as a Guardian ad Litem.

~~B.D.~~ The City of Alvin provides up to four weeks (160 hours) of PPL during a rolling 12-month time frame. In no case will an employee receive more than four weeks of PPL regardless of whether more than one birth, adoption, or foster care placement occurs within that 12-month time frame. If both parents are employed by the City, and each is eligible for PPL as provided in this policy, each parent may use a maximum of four weeks of PPL

~~C.E.~~ For adoptions, the employee may choose whether the date of adoption of a child is the date the child is placed in the employee's home in anticipation of legal adoption or the date the adoption is approved by a court of law.

~~D.F.~~ Each week of PPL is compensated at 100 percent of the employee's regular, straight-time weekly pay. PPL will be paid on a biweekly basis on regularly scheduled pay dates.

E.G. Approved PPL may be taken at any time during the 26-week period immediately following the birth, adoption, or placement. Employees may take PPL continuously or intermittently (intermittent schedule must be approved by supervisor), but all PPL must be used during the 26 weeks following the child's birth, adoption, or placement. Any unused PPL will be forfeited at the end of the 26-week time frame. Upon termination of the individual's employment at the City, employees will not be paid for any unused PPL for which they were eligible.

H. Coordination with Other Policies

1. In no case will the total amount of leave for the birth, adoption, foster care, or other legal placement, whether paid or unpaid, granted to the employee exceed 12 weeks. Available leave (for example, sick, vacation, holiday) may be used to extend paid leave beyond the four weeks of PPL. Employees are not required to exhaust all leave before taking PPL.
2. The City of Alvin will maintain all benefits for employees during the PPL period just as if they were taking any other paid leave.
3. If a City holiday occurs while the employee is on PPL, the absence will be charged to holiday pay.

I. Request for PPL

- 3.1. PPL runs concurrently with FMLA; however, if an employee has exhausted all available FMLA because of a reason that is not the birth, adoption, or placement of a child, the employee is still eligible for up to four weeks of PPL. The employee must submit their FMLA request to the Human Resources Department within 30 days before the proposed date of the leave (or if the need for leave was not foreseeable, as soon as possible after the need for leave is identified). The employee must complete the necessary forms and provide all documentation as required by the Human Resources Department to substantiate the request.
- 4.2. The decision regarding the request for leave will be provided in writing by Human Resources Department within 15 days of the request. Any delay in making the decision or informing the employee of the decision will not extend the total PPL entitlement period.
3. As is the case with all policies, the City of Alvin has the exclusive right to interpret this policy.

RULE 45. VOTING

1. The City of Alvin values and encourages the civic engagement of its employees. All full-time employees are eligible for paid time to vote.
2. This paid time shall not exceed two (2) hours per pay period to vote in any local, state, or federal election.
3. This time is intended to be utilized when the polls are open, and employees are scheduled to work. This allows employees to cast their vote without affecting their pay or accrued leave benefits.
4. Employees must notify their supervisor with as much advance notice as reasonably possible. Efforts should be made to schedule the leave at a time that minimally disrupts the normal departmental workflow.



PERSONNEL POLICY MANUAL

SECTION VI. INSURANCE AND RETIREMENT BENEFITS

RULE 46. INSURANCE BENEFITS

- A. The City Council hereby confirms its authorization for certain insurance benefits for its employees, under the terms and conditions specified herein and in accordance with applicable state and federal law. The City reserves the authority to modify the scope and breadth of benefits from time to time taking into account considering the fiscal needs of the City as well as the needs of its employees.
- B. ~~The City shall generally furnish hospitalization, medical, dental and vision, long term disability and life insurance for each full-time employee. All full-time employees are eligible to sign up for insurance benefits upon hire. Generally, the City offers medical, dental, vision, life, and long-term disability insurance.~~
1. ~~Part-time, seasonal, or temporary employees are not eligible for insurance benefits.~~
 2. ~~All new hires must complete their enrollment within 30 days of their date of hire.~~
- C. ~~Employees are eligible to participate in a Section 125 Cafeteria Plan. This benefit is available for full-time employees. Optional and supplemental insurance information will be provided to all employees by the Human Resources Department upon hire and annually during open enrollment.~~
- D. ~~Additional supplemental insurance coverage for employees, beyond those amounts provided by the City, may be made available at the employee's expense.~~

RULE 47. WORKERS' COMPENSATION

- A. The City carries a workers' compensation insurance policy. In cases of job-related injuries, provisions and benefits available under workers' compensation are activated.
- B. All employees, regardless of status, are covered by our workers' compensation policy. This coverage extends to injuries or illnesses that occur in the course and scope of employment.
- C. Employees are required to promptly report any work-related injuries or illnesses to their supervisor or manager. Failure to report incidents in a timely manner may impact the employee's eligibility for workers' compensation benefits.
- D. Employees who are unable to work due to a work-related injury or illness may be eligible for workers' compensation benefits. The benefit will be calculated by the City's workers' compensation insurance provider.
- E. Employees are expected to cooperate fully with the workers' compensation process. This includes providing accurate and timely information, attending medical appointments, and participating in fitness-for-duty testing, if necessary.

RULE 48. RETIREMENT

- A. The City participates in the Texas Municipal Retirement System, which provides retirement benefits to eligible employees.
- B. A deduction from the employees' salary is supplemented by the City's two-to-one (2-1) matching contribution of seven percent (7%) of gross income. Participation by every full-time regular employee is a condition of employment.
- C. The City participates in the Federal Social Security and Medicare Programs which provide benefits upon retirement. A deduction from the employee's salary is matched by the City for this benefit. Participation by every employee is a condition of employment.
- D. ICMA Retirement Corporation. In December of 1985, the City of Alvin, through its membership in the ICMA Retirement Corporation, made available to its employees the opportunity to participate in a deferred compensation plan. The plan is for employees of a local government and offers the advantages of (1) a tax shelter, (2) supplemental retirement plan, and (3) an investment program. Participation is optional and brochures outlining the basic provisions and unique features are available from the Human Resources Manager. Supplemental retirement accounts are offered to employees. The Human Resources Department can provide more information on opening a 457 Deferred Compensation Account or Roth IRA account.
- E. Retirement Awards. Employees with the following length of service with the City of Alvin and who retire will be awarded a gift equal in value to:

25 years or more	\$500.00
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21 to 24 years	\$400.00
15 to 20 years	\$300.00
10 to 14 years	\$200.00

The responsible Department Director will notify the City Manager within thirty (30) days of the anticipated retirement. Said Department Director ~~or designee,~~ will ~~may be~~ responsible for purchasing an appropriate gift. ~~which has been pre-approved by the City Manager.~~

RULE 49. GROUP HEALTH CONTINUATION COVERAGE

- A. COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage, plus any applicable ~~a small~~ administrative ~~on~~ fees.
- B. Under COBRA, employees may elect COBRA continuation coverage for up to eighteen (18) months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to thirty-six (36) months following a qualifying event. Employees must notify the Human Resources ~~Director~~ Manager within ~~sixty-three~~ (60)30 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.
- C. Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. These notices will be sent to the employees by our health insurance provider.
- D. The City will also abide by and implement all continuation coverage that may be mandated by state or federal law at any given time.



PERSONNEL POLICY MANUAL

SECTION VII. CITY EQUIPMENT GENERALLY

RULE 50. CITY PROPERTY & EQUIPMENT USE GENERALLY

- A. The City attempts to provide employees with adequate tools, equipment and facilities for the City job being performed, and the City requires all employees to observe safe work practices and lawful, careful and courteous operation of equipment. Any City-provided safety equipment must be used at all times.
- B. From time to time, the City may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and electronic devices. Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties.
- C. At the time of issuance of City property and equipment, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.
- D. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.
- E. Employees must notify their supervisor immediately if any equipment, machine, tool, etc., appears to be damaged or defective, or are in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment will likely result in disciplinary action, up to and including termination of employment.

- F. Personal Use Prohibited. City property, materials, supplies, tools, or equipment may not be removed from the premises or used for personal business without prior written approval by the City Manager or the Department Director.
- G. The City may, at any time, check the driving record of a City employee who **drives operates** City equipment as part of his/her job duties to determine ~~that-whether~~ he/she maintains the necessary qualifications as a City driver. Employees agree that they will cooperate in giving the City whatever authorization is required for this purpose.
- H. The above is not a complete and exhaustive list of equipment use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of City equipment, may result in disciplinary action, up to and including termination of employment.
- I. Personal Property. All employees shall ~~be-solely~~ be responsible for their personal property at all times.

RULE 51. IDENTIFICATION BADGES

- A. City of Alvin employees are required to wear their City-issued identification badges and prominently display them while present in any City Facility. This policy applies to all employees, including full-time, part-time, temporary, seasonal, and contract personnel.
 - 1. At the discretion of the Department Director, uniformed or undercover employees may be exempt from this policy.
- B. Employees must wear their identification badges in a way that is clearly visible and easily identifiable. Badges should not be obscured by clothing or other items.
- C. City-issued identification badges shall prominently display the employee's name, position or title, and photograph for easy identification. Any badge that is damaged, lost, or stolen must be reported to the Human Resources Department immediately for replacement. A badge replacement fee of \$2 will be deducted from the employee's pay if misplacement becomes frequent.
- D. City Security personnel, City Management, Department Directors, and designated supervisors have the authority to enforce this policy and may conduct random checks to ensure compliance. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

RULE 52. ELECTRONIC COMMUNICATIONS AND SYSTEMS ACCESS USE

- A. Unacceptable Uses of Electronic Communications Systems include:

1. using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties;
2. accessing, displaying, downloading, or distributing sexually explicit material;
3. accessing, displaying, downloading or distributing profane, obscene, harassing, offensive or unprofessional messages or content;
4. copying or downloading commercial software in violation of copyright law;
5. using the systems for financial gain or for any commercial activity unrelated to City business;
6. using the systems in such a manner as to create a security breach of the City network;
7. looking at or applying for work or business opportunities other than for internal City postings;
8. accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual preferences;
9. transmitting or sharing information regarding a coworker's health status without his/her permission;
10. expressing opinions or personal views that could be misconstrued as being those of the City;
11. expressing opinions or personal views regarding management of the City or other political views; and
12. using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.

RULE 53. COMPUTER USE POLICY

- A. The City's intentions ~~for publishing this~~ Computer Use Policy is not to impose restrictions that are contrary to the established culture of openness, trust and integrity. The City is committed to protecting employees and the City from illegal or damaging actions by individuals, either knowingly or unknowingly.

- B. Resources provided to employees are to be used as tools to aid the employee in accomplishing his/her job duties. Related resources include but are not limited to any city owned or leased computers, cell phones, data shares, electronic mail, network accounts, office equipment, software, and web browsing. These resources should be used for business purposes in serving the interest of the City and the citizens of Alvin in the course of normal operations.
- C. Effective security is a team effort that requires the participation and support of every employee who deals with information or information systems. It is the responsibility of every computer user to know these guidelines and to conduct their activities accordingly. Inappropriate use exposes the City to risks including virus attacks, compromise of network systems and services, including legal issues.
- D. This policy applies to employees, consultants, contractors, temporaries, and other [contractors or vendors](#) [workings](#) at the City, including all personnel affiliated with third parties. This policy also applies to equipment owned or leased by the City and related application software. This policy is not intended to apply to employees' off-duty use or elected officials' use of private equipment or software having no connection to the business of the City.
- E. Various Departments may have additional and/or more restrictive policy requirements than [those](#) contained in this policy. These requirements will be provided by the Department Director for each particular department.
- F. General Use and Ownership.
 - 1. While the City's network administration desires to provide a reasonable level of security, users should be aware that the data they create on City systems remains the property of the City. Because of our need to protect the City's network, management cannot guarantee the confidentiality of information stored on any network device belonging to the City.
 - 2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use of city computers. Department supervisors shall be responsible for ensuring that his/her employees comply with this policy.
 - 3. For security and network maintenance purposes, authorized security and network maintenance personnel within the City or contracted with the City may monitor equipment, systems and network traffic at any time. The City reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.
- G. Security and City of Alvin Information.

1. All materials or information sent or received by email or over the internet shall be considered the property of the City. It is recommended that users incorporate encryptions or confidentiality disclaimers (approved by the ~~IT Manager~~ Chief Information Technology Officer) for any data as needed. Examples of confidential information include, but are not limited to: Employee records, Legal documents, and financial data/documents. Employees should take all necessary steps to prevent unauthorized access to this information.
2. All PC's, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at ten (10) minutes or less, or by logging-off (control-alt-delete) when the host will be unattended.
3. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. System level passwords should be changed quarterly.
4. All hosts used by employees that are connected to the City's Internet/Intranet/Extranet, whether owned by the employee or the City, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.
5. Employees must use extreme caution when opening e-mail or attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

H. Unacceptable Uses. The lists below are by no means exhaustive, but constitute an attempt to provide a framework for activities which fall into the category of unacceptable use.

1. System and Network Activities. The following activities are strictly prohibited, with no exceptions:
 - a. engaging in an activity that is illegal under local, state, federal or international law while utilizing City owned resources;
 - b. unauthorized access, use or removal of City hardware, software, and data is strictly prohibited;
 - c. revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home. Only the use of your assigned domain logon is permissible;
 - d. using any program/script/command to illicitly capture data, interfere with another user session or attempt to gain more access

to the City computer systems than otherwise allowed by a user's job duties;

- e. using any means to bypass, disable or circumvent any City Internet filters or blocks. This includes the use of "proxy servers" to mask the true address of destination web sites to allow access to blocked sites;
- f. ~~storing ge on City servers of~~ personal files such as pictures, music and video files ~~on City servers, are prohibited,~~ unless specifically necessary for a legitimate job function. IT staff will notify a user about such files if they are located. If they are not removed in a reasonable amount of time, the files will be deleted;
- g. using City computer systems to purposefully access any Internet website that is of a racially offensive, obscene or sexually oriented nature; and
- h. using City computer systems to perform real time live streaming, (such as video, radio, or TV broadcasts), except in those instances used specifically for City related business, such as webinar training.

2. Website, Email and Communication Activities. The following activities are strictly prohibited, with no exceptions:

- a. sending unsolicited e-mail messages, including the sending of "Junk mail" or other material to individuals who did not request such material (e-mail spam);
- b. creating or forwarding "chain letters," "Ponzi" or other "pyramid" schemes of any type;
- c. any form of harassment via email, telephone, or paging whether through language, frequency, or size of messages; and
- d. submitting, forwarding or displaying any defamatory, purposefully inaccurate, racially offensive, abusive, obscene, profane, sexually oriented, or threatening materials or messages.

3. Blogging Social Networking. Social Networking and Blogging is prohibited unless a Social Media Request form is complete and submitted to the IT Department for review. If approval is granted by the IT Department, the City Manager may approve, or disapprove, the request at his/her discretion.

- I. Employees should be aware that the City does not recognize any right of privacy in connection with the personal use or personal content maintained or otherwise found on City computer equipment.
- J. Disciplinary Action. Any employee found to have violated this policy, or other state and federal laws, may be subject to disciplinary action, up to and including termination of employment.

RULE 54. CYBERSECURITY TRAINING

Employees must complete cybersecurity training as recommended by IT Management and/or as mandated by local, state, or federal laws.

RULE 55. SOCIAL NETWORKING POLICY

- A. The City, in an ongoing effort to maintain effective communication to and with residents and other audiences, uses Social Networking Outlets to deliver messages to users and to encourage resident involvement, interaction and feedback. This policy sets guidelines for the use of Social Networking Outlets in an effort to ensure timely, accurate and appropriate use of those outlets to deliver clear, concise and consistent messages on behalf of the City.
- B. The City realizes that a large number of employees, as well as the general public, use Social Networking Outlets to communicate with others and to keep abreast of current events. This policy is not meant to hinder that flow of information but is meant to provide guidelines for information posted to City-Administered sites and appropriate on-line behavior of City employees.
- C. This policy applies to employees, consultants, contractors, temporary employees, and other workers at the City, including all personnel affiliated with Third Parties.
- D. This policy applies to Networking Sites ~~(such as MySpace and Facebook)~~, Bulletin Sites ~~(such as Twitter and Nixle)~~, Multimedia Sites, ~~(such as YouTube, Flickr, PhotoBucket and Picasa)~~ and any Blogs or Message Boards. Any Social Networking Outlets implemented by the City shall be operated in compliance with this policy. The lack of explicit reference to a specific site does not limit the extent of the application of this policy.
- E. Various City departments may have additional and/or more restrictive requirements than those contained in this policy.
- F. General Rules of Use.
 - 1. City presence on Social Networking Outlets will be administered by the City's Public Information Officer.

2. If a specific City Department or Division wishes to create a presence on a Social Networking Outlet, such a request must originate from the Departmental Director and be approved by the City Manager prior to implementation. Sites in violation of this policy may be removed at any time.
3. Information posted by staff on official City pages must be factual and must not impair public confidence in the operation of City Government or the performance of individual employees or departments.
4. As public forums, City-administered pages will accept connection requests from the public. City-administered pages will not submit Connection requests to individual users with the following exceptions:
 - a. elected or appointed officials of the City or other governing body;
 - b. City Employees;
 - c. other government-run user profiles (e.g., cities, counties, state, etc.);
 - d. partner agencies approved by Public Information Officer; or
 - e. news media outlets and representatives.
5. Bulletins and Comments containing any of the following shall not be posted and shall be removed by the City if found to be posted:
 - a. profane language or content;
 - b. content that promotes, fosters or perpetuates discrimination on the basis of race, creed, skin color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - c. sexual content or links to sexual content;
 - d. threats of violence;
 - e. solicitations of commerce;
 - f. conduct or encouragement of illegal activity;
 - g. information that may tend to compromise the safety or security of the public or public systems; or

- h. content that violates proprietary information of any other party.
- 6. Where feasible, City-administered sites that permit user Comments will prominently display the following disclaimer:

The purpose of this site is to present matters of public interest in Alvin, Texas, including its many residents, businesses and visitors.

We encourage you to submit questions, comments and concerns, but please note that the City of Alvin reserves the right to delete or block submissions that contain vulgar language, personal attacks of any kind, encouragement of violence or other criminal activity, material of sexual nature, solicitation of commerce, infringement on copyrights or trademarks or offensive comments that target or disparage any ethic, racial or religious group.

Please note that user comments expressed on this site do not necessarily reflect the opinions or positions of Alvin city government, its officers or employees. Further, the City of Alvin is not responsible for the content posted by individual users on their own sites and pages. If you have any questions concerning the operation of this site, please contact Public Information Officer.

- 7. Hyperlinks and connections to City-administered sites may be placed on the homepage of the City's official website (www.alvin-tx.gov). Social site addresses may be used in appropriate marketing materials, but only in conjunction with and subordinate to the City's official web address.

G. Site Administration.

- 1. The City retains intellectual rights to all content placed in City-administered sites by employees.
- 2. The Public Information Officer will maintain a current list of all City-administered sites, access information for each site and employees who have been provided with access information. If an employee with access to any City-administered site leaves the organization for any reason the Public Information Officer will change the access information and distribute the changes to appropriate personnel.

H. Third-Party Sites.

- 1. Only the City Manager's Office or Department Directors are authorized to respond to information about the City that is posted on sites not maintained by the City. The Public Information Officer should be notified of any proposed response prior to the posting to ensure an appropriate and consistent message.

2. Employees who become aware of incorrect, inflammatory or potentially damaging information that has been posted on publicly accessible third-party sites should notify their Departmental Director and/or Public Information Officer.
3. When responding to information posted on a publicly accessible site, the City representative must clearly identify themselves as such. The response cannot impair the public's confidence in the operation of the City government or the performance of individual employees.

I. Employee Sites.

1. The City recognizes that many City employees use Social Networking Outlets for their own purposes. This policy does not extend to individual employee sites, except that employees may be subject to disciplinary action for Internet postings that could impair the public's confidence in the operation of the City government or the performance of individual employees.
2. Any employee that identifies themselves on Social Networking Outlets as City employees or displays readily identifiable information that identifies them as a City employee (e.g., workplace photos or clothing) may be subject to disciplinary action for posting items that tend to bring the City or their individual Department into disrepute.
3. Employee sites may not be designed in such a way as to cause users to believe the site is City-administered or endorsed by the City, including unauthorized use of City logos and trademarks. Connections with City-administered sites are permitted.

J. Advertising and Sponsorships. The City will not solicit or accept paid advertising in association with its presence on Social Networking Outlets.

RULE 56. CELL PHONE POLICY

- A. The purpose of this policy is to provide guidelines and criteria regarding the approval and use of a monthly cell phone stipend, or use of a City-issued cell phone.
- B. Employees whose job duties include the frequent need for use of a cell phone may receive extra compensation, in the form of a cell phone stipend, to cover business related costs on their personal cell phone or use a City-issued cell phone. Department Directors shall identify which employees within their department qualify for a stipend or the use of a City-issued cell phone. ~~The monthly stipend amount will be set in 2 tiers, each employees stipend amount shall be authorized by their department head.~~

- C. The requesting department will bear all costs associated with a monthly stipend or the purchase of a ~~City-~~issued cell phone and any associated accessories and maintenance. The requesting department is responsible for documenting the issuance of a cell phone and associated accessories to each employee, and for ensuring that all items are returned once the employee is deemed to no longer be eligible for a ~~City-~~issued cell phone, such as when changing job duties, or positions, exiting the department (or the City), and when such telephone services are terminated for any reason. If an employee is deemed to no longer be eligible for a monthly stipend, the approving department is responsible for ensuring that the stipend is terminated. All actual purchases of City phones, data devices, and/or accessories will be processed by Information Technology (IT).
- D. The monthly cell phone stipend is designed to offset the cost to the employees for using their personal devices for city business. Cell phone stipends are best used for employees who already have a personal cell phone, are willing to use it for city business, and wish not to carry both a personal and work phone.
1. The approved cell phone stipend payments will be paid twice monthly as part of the employee's paycheck and will be subject to all applicable payroll taxes. Stipends are effective within the pay period that the cell phone stipend is scheduled. No retroactive stipends will be permitted.
 2. The cell phone stipend does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to salary increases, promotions, etc.

~~Essential* employees shall be required to subscribe to a cell phone provider authorized by the City of Alvin.~~

~~During the budget process, department heads will complete an annual review to ensure that stipends or use of a city issued cell phone are still applicable for identified employees.~~

~~Tier 1 Command Staff/Essential*—Heavy Usage calls to/from office, city employees, other departments, outside contacts, needs to be able to access city email, and be available 24/7/365.~~

~~*Mayor, City Manager, EMC/EMS Director, EMS Assistant Director, Police Chief, Police Captains, Fire chief, Fire Assistant Chief, City Secretary/PIO, Economic Development Director/PIO, Chief Financial Officer, Public Works Director, Utilities Supervisor, Street Supervisor, Parks Director City Engineer, City Attorney, and Information Technology Manager, and anyone approved by the City Manager.~~

~~Tier 2 Priority Employees (identified by department head and approved by the City Manager) —required for daily operations.~~

- E. Monthly stipend amounts may vary from year to year according to the appropriation of funds in the annual budget and approval of the City Manager. These rates are based on what the City would pay if the phones were issued through the City's provider. They are not intended to pay the full cost of the employee's phone.

F. Employees who receive a stipend to supplement the cost of their cell phone plan recognize that any business-related calls or data on their personal cell phone is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code.

1. The employee receiving a stipend must retain an active cell phone contract ~~with a city-approved provider~~ as long as a cell phone stipend is in place. The employee must provide their Department Director and Human Resources Department with their current cell phone number and immediately notify both parties if the number ~~or cell provider~~ changes.
2. Employees receiving a cell phone stipend will be expected to carry said cell phone to respond to necessary communications regarding City business via voice, text or email. Essential employees may be directed to carry their cell phone to respond to business communications, while off duty. Employees who receive a cell phone stipend shall receive City email through said cell phone. Access to City email can be installed on the employee's cell phone by the IT Department, with their supervisors' approval.
3. Any additional cell phone features are at the expense of the employee and any upgrades or damage to the employee's phone are not reimbursable through the City. However, there may be extenuating circumstances as deemed appropriate by the Department Director.
4. If an employee changes position or department, they will be required to have authorization from their new Department Director to continue with the cell phone stipend, if applicable.
5. Employee's cell phone service contracts are between the carrier vendor and the employee. The employee will be solely responsible for all payments to the service provider. Only one (1) cell phone stipend will be provided per employee. The stipend will be terminated upon the employee's separation and will coincide with the effective date of the separation. The employee's supervisor shall provide the Human Resources Department with the date of separation.
6. If, prior to the end of the cell phone contract, the cell phone stipend is discontinued, either through a personal decision by the employee, or employee misconduct or misuses of the phone; or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibilities.

- G. Those employees using a City-issued cell phone are responsible for safeguarding the phone to prevent unauthorized access and for its physical safekeeping. It is expected that employees may make personal calls on a City-issued cell phone and will be allowed, as long as it does not add any additional cost to the cell phone bill. ~~and does not abuse the amount of shared minutes/texts/data available on the City's phone plan. In the event that the employee does exceed the permitted minutes/texts/data covered on the plan, the employee shall be responsible for reimbursing the City for the overage. Repeated overages may form the basis for disciplinary action against the employee.~~
1. City-issued cell phones may be monitored, inspected, or retrieved by appropriate City staff at any time and the employee shall have no expectation of privacy on their City-issued cell phone. Information generated on the city issued cell phone regarding any City business is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code.
 2. Employees who damage, misplace, or lose a City-issued cell phone, may be responsible for paying for the replacement or repairs of the phone.
- H. City owned cell phones assigned to individual departments may be used by multiple employees on an as-needed basis during the ~~work day~~workday, or by an employee being designated as the on-call department representative. These phones are intended to be used solely for business use. Such phones will not be assigned to an individual and shall not be taken home by employees, except when an employee is assigned by the department to be "on-call" after normal work hours.
- I. The City recognizes that many employees have cell phones that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City. The use of cell phones ~~, including those with a camera,~~ at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's ability to do their jobs. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action, up to and including discharge.



PERSONNEL POLICY MANUAL

SECTION VIII. VEHICLE POLICIES

RULE 57. VEHICLE UTILIZATION POLICY

- A. City Vehicles shall be used only for City business except as otherwise provided in the rules adopted by this policy and the Public Safety Department Policy. ~~Risk of loss from vehicle accidents involving all City employees will be minimized through driver record screening, hands-on training and education, and defensive driving training.~~ Driver responsibility plays a pivotal role in reducing vehicle accidents among all City employees, achieved through meticulous driver record screening, practical training, and educational initiatives.
- B. This policy applies to all full-time, part-time, and seasonal employees; ~~full-time, part-time and seasonal.~~
- C. Police, Fire and EMS are subject to the City's Vehicle Policy in addition to the Texas Public Safety Department Policy, which may incorporate some or all of the provisions of this policy. Where different, the Texas Public Safety Department Policy shall ~~have~~ controlling authority.
- D. Use of a City vehicle by an employee is neither a right nor a privilege; rather it is a trust conferred to facilitate necessary performance of job duties. Use of a City vehicle should always lead to a positive perception by our citizens.
- E. Definitions. For the purposes of this policy, the following definitions shall apply:

Authorized Personnel shall mean those persons authorized to use a City vehicle in accordance with these procedures.

City Business shall mean any authorized work or activity performed by a City employee or other person on behalf of the City.

City Vehicle shall mean any motor vehicle or motor-driven equipment owned, leased or insured by the City.

De Minimis Use shall mean use of the vehicle for a reasonable and infrequent basis (small detour such as driving to lunch while on business).

On-Call Employees shall mean those employees subject to being summoned to perform City work or duties beyond their normal work hours.

Personal Use shall mean any use of the vehicle other than specific city business (includes commute from residence to the work site for on-call weekend use).

F. Driver's Licenses and Driving Records.

1. The City requires that all employees driving or operating a City vehicle or equipment have the appropriate operator's or commercial driver's license as required by the State of Texas. Employees who use their personal vehicle while conducting City business shall maintain current liability insurance and driver's license in accordance with Texas law. Failure to maintain current liability insurance and driver's license may result in disciplinary action up to and including termination.
2. Before the operation of any City vehicle, Human Resources will conduct a driver's license check on all newly hired employees whose essential job functions include the operation of City vehicles/equipment. The HR Department will also conduct a driver's license check on all newly hired employees who will receive a car allowance, or any employee that will conduct City business in their personal vehicle prior to the use of his/her personal vehicle to conduct City business. All employees shall maintain a current Texas Driver's License and be insurable through the City's insurance carrier, Texas Municipal League Intergovernmental Risk Pool.
3. An application does not meet criteria and will not be considered for positions requiring driving if the record reveals any of the following:
 - a. Three (3) or more moving violations, at-fault accidents (the accident and any subsequent tickets related to the accident will be considered one event) or any combination in the previous twenty-four (24) months; or
 - b. Four (4) or more moving violations, at-fault accidents (including the subsequent tickets related to the accident), or any combination in the previous thirty-six (36) months; or

- c. One (1) Driving While Intoxicated (DWI) or One (1) Driving Under the Influence (DUI) conviction in the previous thirty-six (36) months, including probated sentences; or
 - d. Suspended, expired, or non-Texas license. New hires with an out-of-state license will have thirty (30) days to obtain a Texas license.
- 4. [The](#) Human Resources [Department](#) will conduct annual verification checks of all relevant employees' Commercial Driver's Licenses (CDL) through the Federal Motor Carrier Safety Administration (FMCSA) database to ensure compliance with regulatory requirements. This will apply to all current and future employees who possess a valid Commercial Driver's License.
- 5. Employees shall self-disclose, without the necessity of an inquiry, any loss or limitation in driver's license status and any and all arrests, charges, or convictions for DWI, DUI, Involuntary (vehicular) Manslaughter, or Reckless Driving, whether or not such incidents arose out of work-related driving. Employees shall make such self-disclosure to his/her Director and the Human Resources Director at the earliest opportunity and shall not operate any City vehicle/equipment or their personal vehicle to conduct City business until cleared to do so by the Human Resources Director. Employees who fail to make such required self-disclosure at the earliest opportunity shall be subject to disciplinary action up to and including termination.
- 6. In recognition of the fact that each disciplinary instance may differ, the City retains the right to treat each disciplinary occurrence on an individual basis and without creating a precedent for other cases that may arise in the future. The following criteria may be considered, as appropriate, in determining action to be taken.
 - a. Severity and type of violation(s);
 - b. Impact of the violation(s) on other employees and/or customers of the City;
 - c. Employee's length of service and previous work record;
 - d. Period of time since previous coaching or discipline;
 - e. Disciplinary actions taken by the City with other employees for similar violations(s).
- 7. The requirements for self-disclosure in Sections 6 above do not in any way affect the requirements of holders of a Commercial Driver's license from

notifying the City within thirty (30) days of any conviction, in any jurisdiction, for a traffic violation (except parking) regardless of the type of vehicle being operated or the suspension, revocation or cancellation of license.

G. Driver Safety and Training.

1. Department Directors shall confirm that an employee or applicant has demonstrated the ability to operate vehicles and special equipment in a safe and competent manner by requiring the employee to operate the equipment to the satisfaction of his/her supervisor. Training will be conducted for those individuals who cannot satisfactorily operate such equipment. Under no circumstances shall an unsupervised employee be allowed to operate a vehicle or piece of equipment for which he or she is untrained or unqualified.
2. All City drivers shall wear safety belts when any vehicle is in motion and require all occupants (including back seat passengers) of the vehicle to do likewise. This Section applies to motor vehicles, other than motorcycles, as those terms are defined by Texas Transportation Code.

H. Rules and Regulations for Use of City Vehicles.

1. No employee shall use a City vehicle for commuting to or from his/her residence during off-duty work hours unless authorized to do so in accordance with these procedures and regulations.
2. Every employee who is responsible for a City vehicle shall properly secure, lock and remove the ignition keys from the vehicle at any time during which the vehicle is parked and unattended.
3. No employee shall use a City vehicle to transport any person, except for the purpose of performing City business.
4. Every employee driving a City vehicle shall use best efforts to park the vehicle off-street, except when otherwise necessary to perform City business.
5. Every employee who drives or is otherwise responsible for a City vehicle shall use all reasonable care in the operation and use of the vehicle and shall promptly report to the appropriate person or department any needed servicing, repairs, or maintenance.
6. Each employee operating a City vehicle shall comply with all applicable traffic laws. An employee will be personally responsible for any fines

incurred as a result of driving or parking violations while driving a City vehicle or their personal vehicle while on City business.

7. The possession, transportation or consumption of any alcoholic beverage or any controlled substance within or upon any City vehicle is expressly prohibited except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
8. Employees are not authorized to conduct personal business in City vehicles during work hours except as specifically authorized by this policy. “Personal business” includes running personal errands and shopping.
9. During scheduled work shifts, an employee operating a City vehicle is authorized to stop for limited time periods for meals, refreshments, restroom breaks, and other de minimis stops. Discretion shall be used by the employee when other City vehicles are already present at the establishment.
10. Employees operating City vehicles are not authorized to transport family members or friends for non-City business. Supervisors may grant specific and limited exceptions to this rule when the employee demonstrates good cause and an urgent need. Supervisors may only grant such exceptions on a case-by-case basis and may not grant blanket exceptions on a continuing basis.
11. Supervisors may authorize employees to operate City vehicles to transport sick or injured individuals to medical care facilities in specific emergency situations. Each supervisor is strongly encouraged, if time permits, to discuss any such authorizations with his/her Director or the City Manager.
12. A City employee driving a City vehicle or personal vehicle for City business is expected to drive with safety as their first consideration. This includes driving safely while operating voice cellular telephones and electronic devices.
13. The use of cellular devices for texting or any electronic device while driving a City vehicle or personal vehicle during City business is strictly forbidden. The only exception is the authorized use of electronic devices, such as laptops or radios, for official City business purposes.
14. Employees authorized to operate City vehicles and equipment should be aware that the operation and appearance of such vehicles and equipment reflects on the professionalism of the driver, the department, and the City. As such, employees must be constantly aware of their actions and ensure that their behavior, appearance and operation exhibit the highest in professionalism and courtesy.

15. City vehicles and equipment are not considered private property and may be searched at any time for any reason.
16. Smoking and the use of smokeless tobacco products are prohibited in City vehicles and equipment except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
17. No City employee may carry firearms or other weapons that are not required for his/her position with the City in any City vehicle or equipment while conducting City business.
18. The City does not provide insurance coverage ~~on~~for any loss of personal articles that may be stolen from a City vehicle and will not be responsible in any way for such loss.
19. An employee who ~~is operating~~operates a City vehicle is required to pay for any moving violations, parking citations and/or toll charges for which they are responsible.
20. Employees authorized to take a city vehicle home must drive the vehicle to and from work by the most direct route, without any deviation. The location of home storage may not be further than ten (10) miles from the City limits, unless approved in writing by the City Manager.
21. During declared City emergencies, Department Directors shall have the authority to assign vehicles as necessary during duration of an emergency.

I. Take-Home Vehicles.

1. Certain employees may be identified by the Department Director or City Manager as requiring a take-home vehicle. Regular assignment of a City vehicle to be taken home by an employee will be reviewed by the ~~Chief Financial Officer~~Finance Director and authorized by the City Manager.
2. A Take-Home Vehicle Request/Justification Form must be submitted by the requesting employee's supervisor to the Department Director prior to the employee being allowed to take a City vehicle home. The Department Director must then submit that request to the ~~Chief Financial Officer~~Finance Director who will forward it to the City Manager for approval. A separate request form is required for each position that a vehicle is to be used for callback or standby purposes or as approved by the City Manager for temporary situations. Positions that utilize a take-home vehicle will be reviewed on an annual basis and will require approval each year. ~~A Take-Home Vehicle List will be submitted, and updated yearly, to be approved by the City Council during the Budget Process.~~

3. Employees given the use of take-home City vehicles must execute a written acknowledgement regarding receipt of said vehicle with the Finance Department. Departments must annually forward a list of employees with take-home City vehicles to the Finance Department. The Finance Department will keep a central list of employees with take-home City vehicles. It is each department's responsibility to update the Finance Department with all current information.
4. Aside from providing services and conducting business related to the City, take-home vehicles may be used for commuting and de minimis personal errands during ~~work days~~ workdays pursuant to the Internal Revenue Service (IRS) regulations. Employees using take-home vehicles must comply with all other Rules and Regulations for the Use of City Vehicles provided in Rule H above.
5. The City is required to comply with the IRS's regulations regarding the reporting of income. Since the only authorized non-business use is commuting and de minimis personal errands, the City will use the Commuting Valuation method to report income. This method will use Three Dollars (\$3) per day for each day of commuting (including any on-call weekend use) as the amount of taxable income reported to the IRS. This amount may be amended by the IRS at any time.
6. Marked and unmarked Law Enforcement vehicles, Emergency Medical Service vehicles and Fire Emergency Response vehicles are excluded from this IRS requirement.
7. Employees authorized to use take-home City vehicles who submit leave notices for five (5) or more consecutive ~~work days~~ workdays must make arrangements with their supervisors to leave the vehicle and keys for use of the vehicle by other City personnel during such period.
8. The approval for a take-home vehicle shall be made for the purpose of assuring the performance of City business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.

J. Use of Personal Vehicles.

1. City employees shall carry liability insurance on any personal vehicle used to transact City business. Each employee shall contact his/her insurance carrier to determine the necessity for a "Business Use" rider to their personal policy. The City will not assume responsibility for any deductible amounts necessitated by claims, and the employee shall bear the

responsibility of pursuing claims against either his/her carrier or the other driver in the event of a collision or other loss.

2. [Employees approved by the City Manager will receive a monthly allowance for using their personal vehicles for City business.](#)
3. The City pays for maintenance and insurance costs through mileage payments. Consequently, the City will not pay employees for vehicle repair costs. If an employee's vehicle fails to operate while he or she is out of town on City business, the City will pay reasonable towing costs to the nearest garage. The City will not pay towing costs within the City.
4. Persons who donate their time and services to the City are not covered by the Worker's Compensation Act or by the City insurance coverage, and the City assumes no liability for the use of their personal vehicle during any volunteer activity.

K. Vehicle or Equipment Accident Procedures.

1. An employee that has an accident while operating a City vehicle shall immediately notify the Alvin Police Department and their Supervisor, if possible.
2. The Supervisor, or designee, shall in turn report immediately to the Fleet Superintendent, Legal Department, and Human Resources Director. In addition, the employee must complete an Incident Accident Report and provide it to their immediate supervisor, the Legal Department, and Human Resources Director.

RULE 58. VEHICLE POLICY – PUBLIC SAFETY DEPARTMENTS

- A. This policy provides City guidelines to govern the assignment, use, care, control and privileges concerning City vehicles for any employee or volunteer within the Police, Fire and E.M.S. Departments. This policy is in addition to the Vehicle Utilization Policy. This [P](#)olicy shall have controlling authority where differences occur from the Vehicle Utilization Policy.
- B. The intent of this [P](#)olicy is to set forth additional guidelines and regulations concerning the use of City vehicles by establishing who may make use of such vehicles, who shall be assigned departmental vehicles long-term, and what specific privileges are associated with such assignments. Due to the nature of the emergency response from each department, vehicle assignments may vary. Under all circumstances the employee/volunteer shall notify their respective supervisor of where the vehicle will be stored, i.e., their residence.
- C. Definitions.

1. City Vehicle – means any motor vehicle which is owned, whole or in part, by the City of Alvin or insured by the City. This includes lease/loaner vehicles wherein the City is the lessee, or the vehicle is operated by an employee/volunteer.
 2. Conditional Privilege – shall be known as the limits and restrictions placed upon employees/volunteers who are assigned a City vehicle for take-home use, based upon their Call-Out Status.
- D. Short Term Assignments. Employees/volunteers who are not assigned a take-home vehicle may have an occasional need to use a City vehicle, including but not limited to, in-service training schools or trips to other agencies and entities. These employees/volunteers should seek availability and consent for use of a departmental vehicle from the Department Director or his/her designee.
- E. Long Term Assignments. Assignments whereby an employee/volunteer possessing some form of defined “call out status” and a specific vehicle assignment are paired for predominantly exclusive use for a period of time greater than one year. These assignments shall be made by the Department Director or designee.

~~F. Call Out Status Groupings. Employees/volunteers shall be grouped into one of the following categories:~~

- ~~1. Administrative Call Status~~
 - ~~a. Fire Chief~~
 - ~~b. E.M.S. Director~~
- ~~2. Supervisory Call Status~~
 - ~~a. Assistant Fire Chief~~
 - ~~b. Assistant E.M.S. Director~~
 - ~~c. Police Lieutenant~~
 - ~~d. Police Sergeant~~
 - ~~e. E.M.S. Supervisor~~
- ~~3. On-Call Status~~
 - ~~a. Police Detectives/Investigators~~
 - ~~b. Fire Department Duty Officer~~
 - ~~c. On-Duty E.M.S. Personnel~~
 - ~~d. Police K-9 Officers~~
 - ~~e. Police Victim Liaison Officer~~

~~f. Police Crime Prevention Officer~~

~~g. Police Tactical Officer~~

F. Take Home Vehicles. The Department Director may recommend a take home vehicle for an employee if they meet the following criteria:

1. The employee is the primary operator of the vehicle; and
2. The employee resides in Alvin or no more than 20 miles from Alvin city limits; and
3. The employee is authorized to drive a City vehicle; and
4. The employee has not had the privilege revoked.

F.G. Rules Governing Use and Responsibility.

1. Any employee/volunteer who is assigned a City vehicle shall consider this assignment as a necessary tool to perform the functions and requirements of their position. Each employee/volunteer shall do that which is necessary to take reasonable and prudent care of the vehicle. Failure to do so may result in disciplinary action.
2. Employees/volunteers may have family members and community guests in their assigned vehicles. In every instance, emergency responses shall be avoided where possible.
 - a. Only in the most extreme cases of concern for public safety should a traffic stop be conducted by off-duty police personnel. No violator contact shall be made with family/guests in the vehicle. Off-duty traffic stops shall be logged with the on-duty dispatcher.
 - b. Police officers, who observe crimes in progress while off-duty in the City, shall remain prepared to act upon such circumstances. Official Department identification, radio and weapon should be accessible at all times.
3. Police employees may utilize assigned vehicles to engage in extra-duty employment while inside the city limits. No City vehicle may be used for conveyance to or from any extra-duty employment that occurs outside the Department's jurisdiction (City limits).
4. Police employees who are assigned unmarked vehicles are permitted to use their vehicles for personal use but are not permitted to use the vehicle for recreational purposes or personal purposes outside of the State.

5. Any employee/volunteer who is assigned a marked vehicle is not permitted to conduct personal business while operating their vehicle outside of their respective jurisdiction unless they are commuting to or from work. In the instance of Police, jurisdiction is the City limits of Alvin, and in the instance of Fire and EMS, it is their respective response areas.
6. No employee/volunteer shall operate a City vehicle while under the influence of alcohol or prescription medication which may physically or mentally impair their ability to operate a vehicle.
 - a. Under no circumstances shall an employee/volunteer consume alcoholic beverages in a City vehicle. Possession or transportation of any alcoholic beverage within a city vehicle is expressly prohibited, except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
 - b. The possession, transportation, or consumption of any controlled substance within or upon any City vehicle is expressly prohibited, except for the performance of City business, i.e., EMS/Fire Dept. medical care or for evidentiary purposes, i.e., a narcotics investigation.
7. Smoking and the use of smokeless tobacco products are prohibited in City vehicles and equipment except for evidentiary purposes or while conducting City business, i.e., a narcotics investigation.
8. City vehicles are to be used for conducting official City business. The City reserves the right to search those vehicles at any time, for any purpose. Employees have no expectation of privacy in city vehicles.
9. If an accident occurs while taking a vehicle home, the employee and their supervisor shall report the accident to their Immediate Supervisor, Department Director, and Human Resources immediately. A drug and/or alcohol test will then be administered as described in the City's Drug Testing Policy.
10. City employees may not use hand-held devices while operating a City Vehicle – whether the vehicle is in motion or stopped. This includes, but is not limited to, answering, or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages. All motor vehicles must be legally and safely parked to operate hand-held devices. Such restrictions for Police and Fire department personnel will be governed by Police and Fire Department policy.

11. City employees may use accessories or vehicle-based equipment which allows for a hand-held device to be operated hands-free for voice calls only, so the driver may be able to maintain the use of both hands to control the vehicle. Vehicle operators are still required to use good judgment when using hands-free equipment so as not to be distracted from maintaining control of the vehicle.
12. Department Directors shall be authorized to restrict the use of hands-free usage based on the operational needs of the Department or because of the vehicle size.

G.H. Conditional Privileges.

1. ~~Unless otherwise noted below, Police employees assigned an unmarked vehicle shall reside within ten (10) miles of the intersection of Gordon Street and House Street. Employees assigned with marked units shall reside within five (5) miles of the intersection of Gordon Street and House Street. In the instance of the Fire and E.M.S. Departments, personnel shall reside within the respective response areas of each Department.~~
2. ~~The zones for the Police personnel are noted in Appendix A with the area contained within the blue line denoting the ten (10) mile limit and the area within the red line denoting the five (5) mile limit. Fire and E.M.S. Departmental mapping denote their respective response areas and are noted in Appendix B.~~
3. ~~Administrative Call Status—allows for the employee/volunteer to use their vehicle on duty and off in Brazoria and adjacent counties. This is permitted with the understanding that these employees/volunteers must respond when a need for them is verified.~~
4. ~~Supervisory Call Status—allows for the employee/volunteer to use their vehicle on duty and off in an area that will allow them to respond within a reasonable time period to the Police Department once notified. Marked units shall be returned to the Department within a reasonable time should a shortage of fleet vehicles occur. Vehicles located at a supervisor's residence should be available to be retrieved as needed.~~
5. On-Call Status – allows for the employee to use the City vehicle on duty and off in an area that will allow for a thirty (30) minute response to the Police Department once notified. When notified, the designated “On-Call” Detective employee for any given period shall be required, within a reasonable time, to respond to the Department or crime scene or emergency unless previous arrangements were made with an appropriate

supervisor. Vehicles located at the employee/volunteer's residence should be available to be retrieved as needed.

6. A "reasonable time" will be generally interpreted to mean 30-45 minutes unless otherwise approved by an appropriate supervisor.

~~H.I.~~ Once notified, on-duty Fire and EMS personnel shall immediately respond to the destination required.

~~I.J. Ten (10) and Five (5) Mile Map for Authorized Take Home Vehicles:~~



RULE 59. ACCIDENT REPORTING

- A. The City will require any employee involved in an accident while 'on-duty' or at work to be sent for a post-accident drug and alcohol test.
- B. Employees who violate safety standards, who cause or exacerbate hazardous or dangerous situations, or who fail to report or, where appropriate, correct such situations, will likely be subject to immediate disciplinary action, up to and including termination of employment.

RULE 60. ACCIDENTS INVOLVING CITY EQUIPMENT OR VEHICLES

- A. Any employee involved in an accident while operating City equipment or a vehicle shall report the accident immediately to his/her supervisor, the Central Shop superintendent, and to the proper law enforcement agency. The employee must immediately complete an incident/accident report, no matter how minor the damage is to the vehicle, and submit it to his/her supervisor, who will then notify the Legal Department.

- B. Drivers must obey all traffic rules and regulations prescribed by law and use every reasonable safety measure to prevent accidents. No one under the age of eighteen (18) may operate a City vehicle. Employees must wear seat belts at all time.
- C. Any traffic fines imposed upon a City employee while operating a City vehicle will be the personal responsibility of the employee and not the City. Any employee involved in any type of accident involving City equipment will be disciplined if, upon investigation, it is determined that the employee was negligent or through carelessness or recklessness contributed to the cause of the accident.



PERSONNEL POLICY MANUAL

SECTION IX. PROHIBITED CONDUCT

RULE 61. SEXUAL AND OTHER UNLAWFUL HARASSMENT

- A. The City is an equal opportunity employer. Employment discrimination on the basis of race, color, religion, national origin, sex (including pregnancy, sexual orientation, and gender identity), age, disability, veteran status, ~~race, religion, color, sex, national origin, age, disability, marital status, veteran status, citizenship~~, or any other characteristic protected by law, is prohibited. All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.
- B. Sexual Harassment. One form of unlawful discrimination is sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:
1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 2. submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
 3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- C. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually

suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

- D. **Other Prohibited Harassment.** In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, veteran status, citizenship, or any other characteristic protected by law is also prohibited. Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, will not be tolerated. This policy applies to City employees, volunteers, citizens, vendors, and other visitors to the workplace.
- E. **Mandatory Reporting.** The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that he or she has been subjected to conduct prohibited by this policy must report it immediately to:
1. his or her Department Director;
 2. the Human Resources ~~Manager~~ Director; or
 3. the City Manager.
- F. Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise his/her Department Director and/or the Human Resources ~~Manager~~ Director. A Grievance Complaint form is available from the Human Resources ~~Manager~~ Department.
- G. Under this policy, an employee may report to and/or contact the Human Resources ~~Manager~~ Director, directly, without regard to the employee's normal chain of command.
- ~~HR Manager~~ (281) 388-4295
~~216 West Sealy~~
~~Alvin, Texas 77511~~
- H. In addition, the City encourages employees who believe they are being subjected to conduct prohibited by this policy and who feel comfortable doing so, to promptly advise the offender that his/her behavior is unwelcome and request that it be discontinued.

- I. Investigation. All reports of prohibited conduct will be investigated promptly by management in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have relevant knowledge. All employees are required to cooperate with the investigation.
- J. Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.
- K. Responsive Action. Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were fabricated or exaggerated.

RULE 62. POLITICAL ACTIVITY

- A. City employees will not be hired or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. Other than as provided by State law for the police, City employees may not:
 - 1. Publicly endorse or campaign in any manner for any person seeking a City public office.
 - 2. Use his/her position or office to coerce political support from employees or citizens.
 - 3. Use his/her official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
 - 4. Make, solicit or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs or political campaign of any such candidate; provided nothing herein shall infringe upon the constitutional rights of an employee to express his or her opinions and to cast his or her vote.
 - 5. Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution or political service to circulate petitions or campaign literature on behalf of an election issue or candidate for public office in any jurisdiction.
 - 6. Contribute money, labor, time or other valuable thing to any person for City election purposes.

7. Hold an appointive or elective office of public trust where service would constitute a direct conflict of interest with City employment, e.g., City of Alvin City Council, Alvin ISD, ~~and or~~ Brazoria County.

RULE 63. SOLICITATION AND ACCEPTANCE OF GIFT

- A. Solicitation of funds or anything of value for any purpose whatsoever shall be permitted of or by City employees on the job only with the express approval of the City Manager. No employee may be required to make any contribution, nor may an employee be penalized in any way concerning his or her employment according to his or her response to a solicitation.
- B. Except as provided by State law, no employee shall accept or solicit any money, property, service, or other thing of value from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member.
- C. If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, then the employee shall report the gift in writing to his/her supervisor and the City Manager.
- D. Except as provided by State law, no employee shall accept property, service or other thing of value in excess of \$100.00 for the benefit of the City, or any employee, or department of the City.

RULE 64. WEAPONS BAN AND VIOLENCE PREVENTION POLICY

- A. The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.
- B. Zero Tolerance. Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the City, whether the conduct occurs on duty or off duty, is prohibited.
- C. City's Response to Threats or Acts of Violence. The City will attempt to respond appropriately to any person who threatens use of force or violence or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The City's response will normally be coordinated by the City's Police Department or other appropriate law enforcement agency. The appropriate department will evaluate the severity of the situation and the need for additional resources (e.g., law enforcement, Emergency Medical Services) to minimize risk and further violence and will work with the appropriate Department Director(s) in an effort to ensure that appropriate administrative actions are taken. If such conduct occurs on City property, the offending person will typically be removed from the

premises pending the outcome of an investigation. The City may also suspend and/or terminate the employment relationship, reassign job duties, mandate counseling with a psychologist or other mental health care provider of the City's choosing, initiate criminal prosecution of the person or persons involved, and/or other actions as determined by the City to be appropriate under the circumstances.

- D. No existing City policy, practice, or procedure will be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.
- E. Weapons Banned. Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. The City prohibits employees from carrying or using any weapons, concealed or otherwise, on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. The weapons ban does not include firearms in a locked vehicle in a City parking lot but only if the person possesses a license pursuant to Texas Penal Code [Sections](#) 30.06 or [Texas Penal Code](#) 30.07.
- F. Mandatory Reporting. Each City employee must immediately notify his/her supervisor, Department Director, the Human ~~Resources Manager~~[Director and/or designee](#), and/or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her Department Director and the Human Resources ~~Manager~~ [Director](#).
- G. Protective Orders. Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Human Resources ~~Manager~~[Director](#), and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director of any protective or restraining order issued against them.
- H. Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate

law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

- I. City Property. For purposes of this rule to prevent incidents of violence from occurring in the workplace, City property includes but is not limited to City-owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks. City-owned parking lots are not a prohibited area regarding the weapons ban as stated in Rule E above.
- J. Documentation. When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Human Resources [Manager/Director](#), and/or the Police Department.
- K. Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

RULE 65. DRUG, ALCOHOL, AND SUBSTANCE ABUSE USE POLICY

- A. It is the desire of the City to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory and safe manner.
- B. Prohibition Against Alcohol and Illegal and Unauthorized Drugs. While on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment, no employee may use, possess, distribute, sell, or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer.
- C. Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia. This policy also prohibits the use, possession, distribution and sale of drug-related paraphernalia while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.
- D. Permissive Use of Prescribed and Over-The-Counter Drugs. The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in

a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

- E. **Use of Alcohol.** The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. At no time may an employee under the influence of alcohol drive a City-owned or leased vehicle or operate or use other City-owned or leased property or equipment. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive his or her own personal vehicle while under the influence of alcohol. No employee in his or her work-related capacity should ever be impaired because of the excessive use of alcohol. Absent specific approval by the City Manager, City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.
- F. **Police Department Employees.** Certain City Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempt from certain portions of this policy under certain limited conditions. Additional guidelines may be established by the Police Department operating procedures.
- G. **Mandatory Disclosure by Employees.** Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Director or to the Human Resources [Manager/Director](#), if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of his or her job (or operate a vehicle, property or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.
- H. **On-Call Employees.** Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, who is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of drugs and/or alcohol, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.
- I. **Mandatory Reporting of Convictions.** Employees must notify their immediate supervisor and the Human Resources [Manager/Director](#), in writing, of any criminal drug conviction (including a plea of nolo contendere) or deferred adjudication, for a violation occurring off duty and/or in the workplace no later than five calendar days after the conviction.
- J. **Off-Duty Conduct.** The City may take disciplinary action, up to and including termination of employment, if an employee's off-duty conduct is damaging to the City's reputation or

business, is inconsistent with the employee's job duties, or when such off-duty conduct adversely affects the employee's job performance.

K. Rehabilitation/Treatment.

1. It is the City's desire to assist employees who voluntarily request assistance with their alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge his or her problem and seek and accept counseling and/or rehabilitation before it impairs his or her job performance and/or jeopardizes his/her employment.
2. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation/treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
3. The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program.
4. During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time. If the employee has no paid time off available, the time away from work will be unpaid. Where applicable, any time off for rehabilitation or treatment under this policy will also be designated as leave under the City's Family and Medical Leave Act policy.
5. If the employee successfully completes his or her prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to his or her prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:

- a. Initial negative test for drugs and/or alcohol before returning to work;
- b. A written release to return to work from the City-approved rehabilitation or treatment facility/program;
- c. Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
- d. In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment; and
- e. The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Human Resources ~~Manager~~Director. The employee must meet with the Human Resources ~~Manager~~Director to discuss the terms of his or her continued employment and sign a formal agreement before returning to work.

6. This policy will be administered in accordance with the City's Family Medical Leave Act policy when applicable.

L. **Smoking and Tobacco Use.** Smoking and tobacco use is defined as the smoking, vaping or use of any tobacco products, including but not limited to cigarettes, cigars, spit, smokeless tobacco, chew, snuff, electronic cigarettes, and other non-FDA approved nicotine delivery devices.

1. Smoking and other tobacco use by employees is prohibited in all City owned and operated vehicles, and only allowed in designated areas near City buildings.
2. In addition to the above prohibitions, smoking and tobacco use is also prohibited in the following areas:
 - a. Within 25 feet from any doorway, entryway or window of any City building.
 - b. Within 25 feet of a fuel storage facility.

- M. Policy Violations. Violations of this policy will generally lead to disciplinary action, up to and including immediate termination of employment and/or required participation in a substance abuse rehabilitation or treatment program. The Police may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources [Manager/Director](#), to receive assistance or referrals to appropriate resources in the community.

RULE 66. DRUG AND ALCOHOL POLICY FOR DOT EMPLOYEES

- A. Employees/Applicants Subject to Testing. City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Human Resources [Manager/Director](#), will advise the employee if he or she is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this policy.
- B. Employees covered by this policy are also required to comply with the City's Drug and Alcohol Use Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Use Policy. DOT tests will be separate from non-DOT tests in all respects. DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.
- C. An employee subject to the provisions of this policy may be a person employed by the City, a contractor engaged by the City or an employee of such contractor. Employees required by DOT to hold a CDL, due to the type of equipment they operate, are subject to this policy. Employees who hold these jobs are required to carry their CDLs when they are at work or are operating City equipment.
- D. Prohibited Alcohol Use.
- A. On-duty and Pre-duty Use. Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:
- a. while having a breath alcohol concentration of 0.04 or more as indicated via breath test;
 - b. while using alcohol; or
 - c. within [four \(4\)](#) hours after using alcohol.

2. Use Following an Accident. An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for [eight \(8\)](#) hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.
- E. Prohibited Drug Use. Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when he/she uses any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect his/her ability to safely operate a ~~Commercial Motor Vehicle (CMV)~~. An employee may not report for duty, remain on duty or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.
- F. Required Alcohol and Drug Tests. DOT requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.
- G. Pre-employment Testing. Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted or transferred into a safety sensitive driver position.
- H. Post-accident testing. Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:
1. When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
 2. When the employee is issued a moving traffic violation citation, and any person involved in the accident is injured to the extent that he/she requires and receives immediate medical treatment away from the scene of the accident; or
 3. In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.
- I. An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following

an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

- J. In post-accident situations, the City may substitute a ~~blood or~~ breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post- accident test performed at the City's behest.
- K. Post-Accident Alcohol Testing. If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be provided to the Human Resources ~~Manager~~Director, by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Human Resources ~~Manager~~Director.
- L. Post-Accident Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above-listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Human Resources ~~Manager~~Director.
- M. Reasonable suspicion testing. Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of his/her suspicion. If the Department Director concurs, he/she may order the employee to undergo testing only after consultation with the Human Resources ~~Manager~~Director. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Human Resources ~~Manager~~Director.
- N. Reasonable Suspicion Alcohol Testing. Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before he/she is to perform, or just after he/she stopped performing, safety sensitive functions. If alcohol testing cannot be administered within two (2) hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Human Resources ~~Manager~~Director. If alcohol testing cannot be administered within eight (8) hours after the

observation, the City will cease attempts to administer an alcohol test and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Human Resources [Manager/Director](#).

- O. Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:
1. an alcohol test measures the employee's alcohol concentration at less than 0.02; or
 2. 24 hours have elapsed since the reasonable suspicion observation was made.
- P. Reasonable Suspicion Drug Testing. A driver will be drug tested as soon as practicable but not later than 32 hours after the reasonable suspicion observation. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Human Resources [Manager/Director](#).
- Q. Random Testing. Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's [Social Security number](#), payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.
- R. Return-to-duty and follow-up testing. Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least [six \(6\)](#) tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City

will follow all applicable DOT regulations when requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations, or this policy, and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

- S. Refusal to Test. An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers/alters a specimen, will not be permitted to perform or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician Medical Review Officer (MRO) as part of the verification process).
- T. Additional Information About Alcohol Testing.
1. Consequences of a Positive Alcohol Test. An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and will be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If the employee is not terminated, then he/she will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)
 2. Alcohol Testing Procedures. A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a “negative” test. The second confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

U. Additional Information About Drug Testing.

1. Drug Testing Procedures. Drug testing is conducted by analyzing a driver's urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. "Split" urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then he/she has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City's Human Resources [Manager/Director](#). The second test will be at the driver's own expense.
2. Drugs Tested For. DOT requires testing for the following drugs:
 - a. Marijuana (THC)
 - b. Cocaine
 - c. Amphetamines [and methamphetamines](#)
 - d. Opiates [— opium and codeine derivatives](#)
 - e. Phencyclidine (PCP)

V. A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms "drug," "drugs" or "controlled substances" are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however, test for other controlled substances pursuant to its general Drug and Alcohol Use Policy.

W. Review of Drug Test Results. All drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver's urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

X. Consequences of a Positive Drug Test. A driver will be removed from safety sensitive duties and placed on administrative leave if he/she tests positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.

- Y. Confidentiality. Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer, or another identified person upon the driver's specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers' compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Human Resources ~~Manager~~Director. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination of employment.
- Z. Information From Prior Employers. For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver's written consent, to obtain information from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two (2) years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.
- AA. Record Retention. The City will maintain and retain records under this policy as mandated by DOT regulations. See 49 C.F.R. §382.401, Retention of Records.
- BB. Notification to Applicants/Employees of Positive Test Results. The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion, and post-accident drug tests if the test results are verified positive, and also which controlled substance(s) verified positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with a MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.
- CC. Employee Admission of Drug/Alcohol Use. An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Use Policy; provided, however, the employee may not self-identify in order to avoid the testing

requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Use Policy. A drug and alcohol abuse evaluation expert, i.e., an [Employee Assistance Program EAP](#) professional, a substance abuse professional, or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.

DD. **Safety Sensitive Functions.** For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety sensitive functions/duties include:

1. All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
2. All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time;
3. All time spent at the driving controls of a CMV in operation;
4. All time, other than driving time, in or upon any CMV;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

EE. **Transportation to Testing Site.** With the exception of pre-employment testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

FF. **Questions.** Anyone with questions regarding this policy should contact the Human Resources [Manager/Director](#).

RULE 67. TESTING FOR DRUG, ALCOHOL, AND SUBSTANCE ABUSE

- A. Types of Tests. Testing may include one or more of the following: urinalysis, ~~hair testing~~, breathalyzer, ~~intoxilyzer~~, or other generally accepted testing procedure.
- B. Testing of Applicants. All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.
- C. Testing of Employees.
 - 1. Employees may be required to submit to random testing for alcohol and/or illegal and unauthorized drugs.
 - 2. Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
 - 3. Police Department and EMS employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
 - 4. For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
 - 5. Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.
 - 6. Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
 - 7. A positive test result is a violation of the City’s Drug and Alcohol Use Policy and may result in disciplinary action up to and including termination

of employment. Any employee who is terminated for violation of the City's Drug and Alcohol Use Policy is ineligible for future employment with the City.

8. The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the U.S. Department of Transportation. Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

D. Testing Procedures.

1. All testing must normally be authorized in advance by both the employee's Department Director and the Human Resources [Manager/Director](#). If the Department Director is unavailable within a reasonable period of time, the Human Resources [Manager/Director](#) may, at his/her sole discretion, authorize the testing of an employee. If the Human Resources [Manager/Director](#) is unavailable within a reasonable period of time, the Department Director may, in his/her sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led him/her to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.
2. If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Use Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put him or her on administrative leave until the test results are received.
3. The City will make arrangements to have the employee transported home after the testing.
4. All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
5. Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Human Resources [Manager/Director](#); supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety

personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

RULE 68. EMPLOYEE SAFETY GUIDELINES – DO’S AND DON’TS

- A. The City is interested in the employees’ safety and well-being. Accordingly, the City has developed safety rules and regulations. Each and every employee is required to obey safety rules and to exercise caution in all work activities. From time-to-time employees will be updated and reviewed on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can do much to prevent accidents and injuries by obeying the safety rules of their job, by remaining alert, and by THINKING SAFETY at all times. If an employee sees something that is believed to be an unsafe act or an unsafe condition, the employee should immediately report it to their supervisor or to management at once.
- B. The following safety rules apply at all times, and some specific job descriptions may contain additional operational safety guidelines. Each employee must be familiar with such rules and apply them at all times.
 - 1. Use prescribed protective equipment such as eye protection, hearing protection, hard hats, safety shoes, gloves, shields, etc., when those items are appropriate to the task being performed.
 - 2. Smoke only during designated times in authorized outside areas.
 - 3. Walk, do not run. Wipe spills and pick up fallen objects and debris. Keep floor surfaces clear of hazards and other obstacles, electric cords, etc. For the employee’s comfort and safety, wear shoes with non-slip soles, in good condition.
 - 4. To avoid back injuries, use correct lifting methods. Get someone to help with heavy (or difficult to handle) items.
 - 5. Be aware of sharp tools. Use safety devices where provided, and do not alter or remove them in any way. Report hazards to management immediately.
 - 6. Material Safety Data Sheets (MSDS Sheets) – Employees will be shown the location of the City’s Material Safety Data Sheets. MSDS sheets provide valuable information about various chemicals and other agents that may be encountered in normal work. They will explain possible reactions to exposure, and steps to take if it occurs. Review this information from time to time.

7. Fire – Be alert for causes and report smoke, heat or unusual odors immediately. Alert other people in the area to the possibility of danger in order to evacuate, if necessary. Try to verify the location and call the Fire Department or 911. Use proper portable extinguishers for small fires.
8. Do not put fingers, hands, feet or clothing in moving machinery.
9. Do not carry items in a manner that obscures your vision.
10. Do not block access to fire extinguishers.
11. Do not touch open or loose electrical circuits.
12. Report unusual vibrations, smells, or noises coming from equipment.
13. Do not wear rings or jewelry while operating machinery.
14. Do not perform maintenance or repairs on running equipment.
15. Do not remove or alter warning tags or safety devices.
16. Never leave nails or spikes protruding from planks or boards.
17. Perform routine maintenance at all scheduled intervals.
18. Do not use compressed air for cleaning clothing or floors.

RULE 69. EMPLOYEE MISCONDUCT AND DISCIPLINARY ACTION

- A. To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens and employees.
- B. Progressive Discipline. Depending on the seriousness of the misconduct, the City will generally use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available to it and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance, prior disciplinary history, length of service and any mitigating circumstances.
- C. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following steps:
 1. verbal warning (documented);
 2. letter of counseling;

3. written reprimand;
4. return to a probationary status;
5. suspension (without pay);
6. demotion; or
7. discharge or termination.

- D. Documentation. All forms of discipline, including verbal warnings, will be documented and will be placed in the employee's personnel file. In the event an employee is discharged, the supervisor shall forward a copy of the dismissal to the Human Resources ~~Manager~~Director, who shall forward a copy of the dismissal to the City Manager. The Supervisor will also make a recommendation concerning the possible rehiring (or not rehiring) of the person in the future.
- E. Supervisory Responsibility. All employees with the responsibility and authority to supervise and direct employees under their control shall, in a professional manner, administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures; as well as address performance appeals submitted to them as provided by policy in an attempt to resolve such issues at the lowest possible supervisory level.
- F. Request for Reconsideration. Where a disciplinary action involves a suspension of one (1) workday (or one (1) shift day) or more, demotion and/or termination, the employee will normally be given an opportunity to respond to the allegations prior to disciplinary action being taken or to request reconsideration of any action taken.
- G. Prohibited Activities. Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties at risk, may also result in disciplinary action. An employee who is aware of and does not report illegal action of another City Employee may result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace.

The following are some examples of conduct that will likely result in disciplinary action, up to and including termination of employment:

1. Theft or inappropriate removal or use of City property or other property not belonging to the employee;

2. Falsification of timekeeping or other records, including employment application;
3. Working under the influence of alcohol or illegal drugs;
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating City-owned equipment;
5. Violation of City's policy regarding sexual or other unlawful harassment;
6. Interfering with work schedules or another employee's ability to work;
7. Misuse of City telephones, computers, mail systems, etc.;
8. Excessive or unscheduled absenteeism, tardiness in reporting for work or returning from lunch and breaks or absence without notice and/or approval;
9. Violation of safety or health rules and failure to immediately report an on-the-job injury/accident;
10. Profanity, abusive language, or racial slurs;
11. Unauthorized disclosure of confidential information;
12. Violation of any provision of the City Charter;
13. Violation of City or departmental policies, codes of conduct, rules and procedures;
14. Coercion, intimidation, or threats against citizens, supervisors, co-workers, City officials, or others;
15. Making or publishing false, damaging, vicious, or malicious statements about the City, or a City employee or citizen, or others;
16. Unsatisfactory performance or conduct;
17. Inefficiency, incompetence or neglect of duty;
18. Fighting, provoking or instigating a fight, or threatening violence;
19. Disruptive activity in the workplace;

20. Possession of weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties);
 21. Violation of local, state or federal law;
 22. Conviction of a felony, including [a](#) reasonable belief [the](#) employee has committed a crime under Texas Penal Code or Class A or B misdemeanor, or repeated conviction of Class C misdemeanor charges;
 23. Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension;
 24. Outside employment that conflicts with, or potentially conflicts with, City interests;
 25. Acceptance of payment of any kind for activities related to City Employment; or
 26. An accumulation of minor infractions.
- H. Fraternalization. It is not possible to anticipate all off-duty conduct or fraternization that may relate to the City's business, but the City can provide some general guidelines. When in doubt, please consult with the Human Resources [Manager](#)~~Director~~.
- I. It is against City policy for individuals who have an economic, social or family relationship to supervise the other or to work in positions that have an audit or control function over the other.
1. Economic relationships include roommates, landlord-tenant, creditor-debtor and the like.
 2. Social relationships include past or current dating or intimate relationships.
 3. Rule 10 provides [for](#) the Nepotism restrictions.
- J. Employees and applicants are expected to disclose these relationships whenever they may come into existence. Failure to do so may lead to discipline.
- K. If these relationships come into existence after employment an attempt will be made to transfer employees to comparable (but separate) positions to avoid any appearance of favoritism, preferential treatment or conflict of interest. If a transfer is not possible, the employees may be requested to decide among themselves which individual is to resign.

- L. If the employees are not able to make a decision about who is to resign, the City may take appropriate action, which can include requiring both employees to resign or requiring one of the individuals to resign based on a neutral factor such as seniority.
- M. This section also applies to employees and their relationships with vendors and contractors working within the City.
- N. Felonies and Misdemeanors. Employees must immediately notify their supervisor and/or Department Director if they are arrested, charged, indicted, convicted, receive deferred adjudication or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations. In most instances, the City will conduct its own investigation and take appropriate action.
- O. Administrative Leave. During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to available accrued leave if authorized by the City Manager.

RULE 70. GRIEVANCES OR COMPLAINTS

- A. Definition of a Grievance or Complaint. A grievance or a complaint, for purposes of this Manual, shall mean the same thing and may address any one or more of the following subject matters:
 - 1. a claim by an employee that he or she has suffered an adverse employment action that the employee reasonably believes has been motivated by an illegal or an unlawful discriminatory or retaliatory motive by a supervisory employee;
 - 2. a claim by an employee who reasonably believes that he or she has been subjected to illegal harassment or a hostile work environment by either a supervisory employee or by other employees;
 - 3. a claim by an employee who reasonably believes that other employees, whether co-workers or supervisory employees, are in violation of one or more of the conditions set out in this personnel policy manual or any other rules or regulations of the City of Alvin; and/or
 - 4. a claim by an employee who reasonably believes that other employees, whether co-workers or supervisory employees, are in violation of state or federal criminal law.
- B. A grievance or complaint must be reduced to writing and submitted in accordance with the grievance policy specified in these Rules.

- C. Any employee wishing to submit a complaint or grievance must first discuss the grievance with the employee's immediate supervisor, unless the grievance is against that supervisor, in which case the submission may be made to the next level supervisor or Department Director. If the matter is not resolved to the employee's satisfaction, the employee may take the grievance to the next level supervisor, presumably the employee's Department Director, to discuss the complaint. An employee failing to gain satisfaction after conferring with his/her Department Director may present his/her grievance to the Human Resources ~~Manager~~Director, who may forward the grievance or complaint to the City Manager.
- D. If the grievance is against the Department Director, the employee may discuss the grievance with the Human Resources ~~Manager~~Director or the City Manager. Complaints against the City Manager must be submitted to the Mayor.
- E. The employee must submit the grievance on the Employee Grievance form in five (5) days after receiving the supervisor's response.
- F. The employee must notify the Human Resources ~~Manager~~Director within ten (10) days of his/her desire to have the grievance considered by the City Manager.
- G. At the discretion of the City Manager, a special employee grievance committee may be appointed to investigate any grievance and offer or recommend solutions.
- H. The decision of the City Manager is final on the grievance or complaint and shall be final, except as otherwise provided by law.
- I. Employees who have a complaint involving potential violations of the Americans with Disabilities Act, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately report such complaint as outlined in the City's Sexual and Other Unlawful Harassment Policy.



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Consider Resolution 24-R-31, adopting the Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: The Texas Tax Code, Chapter 312.002(c) recommends the City update and/or renew its Economic Development Incentive Policy every two years as it relates to economic development activity. The attached policy outlines the incentives available and gives business prospects the guidance necessary to pursue an incentive application if desired. Of note, staff incorporated recommendations brought forward from the 2025 Strategic Plan and made significant updates to the previous policy that reflect action items noted in the Strategic Plan.

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: 10/11/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-31; Eco Dev Policy Renewal
 2. Res 24-R-31 Exhibit A
-

Recommendation: Move to approve Resolution 24-R-31, adopting the Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

RESOLUTION 24-R-31

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE ECONOMIC DEVELOPMENT INCENTIVE POLICY FOR THE CITY OF ALVIN, TEXAS; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin is committed to establishing long-term economic vitality, an essential key to the growth of any community, by responding to and preparing for challenges and changes in an environment characterized by ongoing competition for sustained economic advantage and identity; and

WHEREAS, in an effort to enrich an already substantial diversity of economic activity, the City of Alvin City Council desires to adopt the *Economic Development Incentive Policy*, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Legislature, in Chapter 380 of the Texas Local Government Code, has authorized home rule cities to establish programs for making loans and grants of public money to promote State or local economic activity within their boundaries; and

WHEREAS, Chapter 312 of the Texas Tax Code recommends the City renew its Economic Development Incentive Policy every two (2) years as it relates to tax abatement guidelines; and

WHEREAS, in accordance with the City Council of the City of Alvin's Strategic Plan Goals 1, 2, and 3, the City Council desires to improve infrastructure, community appeal, and economic development opportunities; and

WHEREAS, the City Council has considered the renewal of the Economic Development Incentive Policy and deems it in the public interest to authorize this action; and

WHEREAS, the Economic Development Incentive Policy for the City of Alvin, Texas is attached hereto as Exhibit A; and

WHEREAS, this Resolution approves and authorizes the adoption of the Economic Development Incentive Policy for the City of Alvin, Texas.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. City Council hereby adopts the Economic Development Incentive Policy of the City of Alvin, Texas, attached hereto as Exhibit A.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at

which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. Effective Date. The Economic Development Incentive Policy of the City of Alvin, Texas, shall take effect upon the passage of this Resolution.

PASSED AND APPROVED on this the 17th day of October 2024.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

Exhibit “A”

CITY OF ALVIN, TEXAS, PROCEDURES FOR THE CONSIDERATION OF ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY

PURPOSE OF PROCEDURES

The City of Alvin (the “City”) will consider the use of economic development incentives to promote new development and redevelopment where it can be demonstrated that an increase in tax revenue can be reasonably expected and the overall quality of life of the people who either live or work in the City can be improved. Except as provided herein, the following procedures are applicable to any proposed project within the City that requests economic development incentives from the City.

For those proposed developments that meet the goals and criteria of the City, the City is willing to consider any applicable economic development tools authorized for use by cities in Texas. This policy does not supersede existing agreements currently under development, projects for which construction has begun, projects previously constructed, or projects requesting the use of tax abatements pursuant to Chapter 312 of the Texas Tax Code as an economic development incentive.

The purpose of establishing these procedures is to establish a common understanding and consistent approach to guide developers, business prospects, the City and the general public through a standardized process for the review of economic development proposals requested in the City. Note that the City is not required to approve any incentive for any redevelopment.

The goals of these procedures are twofold:

1. Provide a clear and consistent process for the consideration of economic development projects.
2. Promote projects that encourage the realization of important City objectives including any of the following:
 - a. improvement of the City’s infrastructure;
 - b. increase in tax revenue;
 - c. ensuring high-quality and well-planned developments;
 - d. job creation; and
 - e. improvement of the quality of life in the City.

HOW TO APPLY

To be considered for a business incentive, an Applicant will need to submit a formal proposal outlining their project and incentive request. The proposal will need to be on company letterhead and include the following details:

1. project description;
2. project budget;
3. public infrastructure requirements;
4. projection of increased assessed value;
5. projection of increased employment;
6. projection of sales taxes (if applicable);
7. economic development incentive requested; and
8. any changes or variances requested to City ordinances (if applicable).

Hardcopy and/or electronic copies of the proposal will be accepted.

EVALUATION PROCEDURES

Each proposal for the consideration of economic development projects will be reviewed by the following procedures:

1. Prior to the submission of any proposal, the Applicant is required to request a pre-development meeting (PDM) with the City. The purpose of the PDM is to address questions regarding the proposal, the review process, and provide a general understanding of whether there is a reasonable expectation of City support for the project going forward.
2. The Applicant will then submit a proposal for incentive consideration to the Economic Development Director who will conduct an evaluation to determine whether additional information is required.
3. Once all information is submitted, the Economic Development Advisory Committee (EDAC) will convene to review the proposal and make recommendations to staff. It is advised that the Applicant be present to answer questions.
4. The Economic Development Director will summarize the findings of the EDAC and report recommendations to the City Manager and City Council. City Council will consider the recommendations and take appropriate action.

INCENTIVES AVAILABLE

The City of Alvin is open to a wide range of incentive options for business growth. All incentives offered by the City of Alvin will be executed under a 380 Economic Development Agreement (a “Chapter 380 Agreement”), in accordance with Chapter 380 of the Texas Government Code. These agreements enable the City to provide incentives encouraging developers to build within the jurisdiction. Negotiations on these incentives between the City and the developer occur on a case-by-case basis.

SPECIAL PROGRAM GUIDELINES

The City has approved the special programs below that target areas for redevelopment and industries identified in the Alvin Strategic Plan.

- Business Incentive Policy – City Wide
- Downtown Business Improvement Incentive – downtown Alvin
- Alvin Restaurant Incentive Policy
- Reimbursement for Façade and Tenant Improvements
- Sales Tax Reimbursement

BUSINESS INCENTIVE POLICY

Any new or expanding business may request incentive consideration for their project under the Alvin Business Incentive Policy. Applicants under this program may apply for sales tax reimbursement, façade improvements, signage improvements, and permanent fixtures improvements provided that:

1. the business is located inside the incorporated City limits;
2. the business will add net positive value to the municipal tax rolls;
3. the business will add at least 10 new full-time jobs;
4. an economic analysis of the business substantiates that the City will receive a positive return on the sales and use tax reimbursement; and
5. the business is **not** one of the following:
 - a business that constitutes a nonconforming use where the business is currently located or where the business is proposed to be located;
 - a flea market, tattoo parlor, or game room;
 - a nail salon, beauty salon, or beauty supply establishment;
 - a gas station or convenience store;
 - a vape / tobacco / hemp / smoke shop;
 - a storage facility such as vehicle and home / business items storage;
 - vehicle dealership;
 - a business that is not in good standing with the State of Texas or the City;
 - a business relocating from one location within the City to another location within the City but is not increasing their original square footage by at least 15%; or
 - a nonprofit establishment.

Incentives from this program are not intended for repairs or maintenance activities.

DOWNTOWN BUSINESS INCENTIVE POLICY

Any new or expanding business locating within the Downtown Alvin District may request incentive consideration for their project under the Downtown Alvin Business Incentive Policy. Applicants under this program may apply for sales tax reimbursement, façade improvements, signage improvements, and permanent fixtures improvements provided that:

1. the business is located within the district of the downtown Alvin area (see attached map);
2. the project will have value of at least \$100,000;
3. the business will add at least 3 new full-time jobs;
4. an economic analysis of the business substantiates that the City will receive a positive return on the sales and use tax reimbursement; and
5. the business is **not** one of the following:
 - a business that constitutes a nonconforming use where the business is currently located or where the business is proposed to be located;
 - a flea market, tattoo parlor, or game room;
 - a nail salon, beauty salon, or beauty supply establishment;
 - a gas station or convenience store;
 - a vape / tobacco / hemp / smoke shop;
 - a storage facility;
 - warehouse, manufacturing, and trucking facilities;
 - a business that is not in good standing with the State of Texas or the City; or
 - a nonprofit establishment.

Incentives from this program are not intended for repairs or maintenance activities.

ALVIN RESTAURANT INCENTIVE POLICY

The City seeks to stimulate dining activity along the SH35/99 corridor in the City by recruiting sit-down restaurants and unique food establishments to the SH35 commercial corridors of the City of Alvin.

Any restaurant or food establishment that receives funding from the Alvin Restaurant Incentive Policy program will also receive a one-year membership to the Northern Brazoria County Chamber of Commerce.

To receive consideration under this program, an establishment must be located within the City limits of Alvin and meet the following criteria:

- offer dine-in services with table servers/wait staff, a food hall or food accelerator;
- have the capability to attract customers from outside of the community;
- does not have another existing location within a 5-mile radius;
- provide new and different dining and entertainment experiences;
- will generate a minimum of \$20,000 in food and beverage sales taxes annually;
- will be occupied within one (1) year of receiving approval for a City incentive; and
- have a minimum five (5) to fifteen (15) year lease.

Preference will be given to restaurant concepts that are unique to the Alvin area.

The following are ***ineligible*** for the Restaurant Incentive Program:

- a property for which state or local taxes are in arrears;
- an establishment, including the establishment's developer, owner or manager, that has an open citation in the Municipal Court of the City of Alvin for Code violation;
- a proprietor or manager of an establishment who is related, by either blood or marriage, to a member of the City Council, the Economic Development Advisory Committee, or involved with City management;
- a restaurant with limited dine-in service or drive-thru only access; or
- a restaurant or food establishment located in a development that has received City economic development funding for the same improvements within five (5) years.

Any restaurant that receives funds through this program will be required to maintain an "A" rating at all times over the course of the original lease terms. Failure to maintain this rating will result in activation of incentive claw back provisions as outlined in the incentive contract.

SALES TAX REIMBURSEMENT

The City Council may grant up to 50% of City sales and use tax reimbursement for a maximum of either five (5) years or up to \$100,000 (whichever comes first) upon the authorization and execution of an agreement pursuant to Chapter 380 of the Texas Local Government Code. Sales tax reimbursement will only apply to the City of Alvin's portion of sales tax receipts and will not include Brazoria County, the State of Texas, or other taxing entities.

FAÇADE AND TENANT IMPROVEMENT REIMBURSEMENT

The City may reimburse up to 50% for the following, up to a maximum reimbursement of \$35,000 for the cost of façade improvements (including signage, landscaping, and lighting) and the cost of tenant improvements (not including fixtures, furniture, equipment, and similar items).

PROPERTY TAX ABATEMENT

The City of Alvin is committed to the promotion of high-quality development in all parts of the City. On a case-by-case basis, the City will give consideration to providing a tax abatement on the increment in value added to a particular property by a specific development proposal, which meets the economic goals and objections of the City. The tax abatement will be performance-based and in the form of a reimbursement of a portion of taxes based on performance.

FUNDING

All applications have a maximum City participation of \$35,000 except for the City sales tax reimbursement (as noted in the previous section). This program receives its funding on an annual basis as per direction from City Council.

All incentives are on a reimbursement schedule only and will be funded after completion of the project, with proof of receipts for all applicable materials submitted to the City of Alvin's Economic Development office.

The Applicant shall confirm that the project has been completed in accordance with the application. Such notification shall include, but not be limited to, a Certificate of Completion, documentation of paid receipts for materials and labor, and pictures of the completed project. The City may request other items deemed reasonably necessary for determining the project's completion. An inspection will be performed by City staff within ten (10) business days of notification by Applicant. If needed, a letter will be issued to the Applicant indicating all areas of noncompliance.

When all areas of the project are in compliance and the City Building Officials has approved the Certificate of Completion, the Economic Development Director will submit documentation to the City of Alvin Finance Department for payment. The City of Alvin Finance Department will authorize the release of approved grant funds as per the incentive agreement.

THE FINE PRINT

This section outlines all the additional details regarding incentive and business performance.

The Applicant should not begin any improvements that are outlined in their application prior to receiving approval from the Economic Development Director. Doing so may negate the application either in part or totally.

Proof of Applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, and current tax receipt(s) shall be required.

The owner of a business to be operated within a leased facility and the owner of such leased facility must apply jointly for the Business Improvement Grant program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt(s) shall be required.

Eligible project items include installation of internal and external permanent fixtures, asbestos removal, accessibility improvements for ADA compliance, and façade improvements (address side only). A permanent fixture is defined as anything that will be staying with the site when a business vacates the site.

Painting structures is not an eligible cost; however, publicly accessible wall murals will be considered, as they potentially attract visitors. Landscaping and labor costs are not a qualifying expense under this program.

An Applicant cannot apply for more than one (1) incentive consideration. A new owner of a site that has previously received an award may apply; however, improvements funded under a previous application will be taken into consideration.

Receiving a grant award for a project does not circumvent the permitting process. The Applicant shall be responsible for obtaining all applicable permits related to the approved application and must comply with all current City ordinances.

Properties with active Code Enforcement violations will be prohibited from participation unless the proposed application will satisfy the violations, and building occupancy is expected upon the conclusion of the project.

Recipients should have projects completed within twelve (12) months of the incentive approval date. Failure to complete the improvements within the required time will render the Applicant ineligible to receive funding. An Applicant may apply for one extension of up to six (6) months if needed.

The incentives provided under this policy are granted utilizing Chapter 380 of the Texas Local Government Code. It is the policy of the City of Alvin to customize the provisions of economic development incentives on a case-by-case basis to result in a “win/win” agreement for the Applicant and for the City of Alvin taxpayers. This individualized design of a total incentive package is intended to allow maximum flexibility in addressing the unique concerns of each Applicant while enabling the City to better respond to the changing needs of the community. The City Council reserves the right to make exceptions to this policy as deemed necessary. Furthermore, the City reserves the right to terminate any and all incentive agreements at any time. All incentives are subject to availability of funding. Nothing herein shall imply or suggest a guarantee of approval of any incentive request. Questions or concerns about qualified costs under this program should be directed to the Economic Development Director prior to submittal.



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid (B-24-03) to Scohil Construction Services, LLC., in an amount not to exceed \$2,607,859, for the Water Line Improvements Phase 4 Project; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On September 17, 2024, bids were opened for the Water Line Improvements Phase 4 Project, and Scohil Construction Services, LLC. was the qualified bidder. LJA Engineering, the City's consultant that designed the project, and City Staff reviewed all bids that were received and have recommended Scohil Construction Services, LLC. for this project (recommendation letter attached).

Contract Amount: \$2,483,675 (Base Bid, Supplemental Items, and Alternate A)

5% Contingency: \$124,184

Total Amount: \$2,607,859 (Alternate B is not included and will be awarded under a separate contract since it is CDBG Grant funded)

This project consists of the installation of 18,750 linear feet of 4-inch, 6-inch, 8-inch, and 12-inch water lines to connect and replace existing small diameter water lines in the area generally bounded by Blum Street, Johnson Street, South Street, and Callaway Drive. Once complete, these improvements will increase fire flow capacity, improve water quality, and provide better connectivity within the water system.

These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. Funding for this project will come from the 2022 and 2023 Water & Sewer System Revenue Bonds that were issued on July 7, 2022, and November 16, 2023.

The project is scheduled to start in November 2024 and has a construction time of 210 calendar days. Staff recommends bid award and contract to Scohil Construction Services, LLC.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 240-6001-00-9083 **Amount:** \$2,607,859

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/11/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 10/14/24

Supporting documents attached:

1. Bid Tab and LJA Recommendation of Award Waterline Improvements Ph 4
2. Scohil Construction Services LLC - Proposal

Recommendation: Move to award bid (B-24-03) to Scohil Construction Services, LLC., in an amount not to exceed \$2,607,859 for the Water Line Improvements Phase 4 Project; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

September 24, 2024

Ms. Michelle H. Segovia, PE, CFM
City Engineer
City of Alvin Engineering
1100 W. Highway 6
Alvin, Texas 77511

RE: Bid Tabulation and Recommendation of Award for Construction of
Waterline Improvements – Phase 4
LJA Project No. E210-0110
City Bid No.: B-24-03, Alternate "B" Bid No.: B-24-07

Ms. Segovia,

Bids for construction of the reference project were received on September 17, 2024, at 2:00 P.M. at City Hall located at 216 West Sealy, Alvin, Texas 77511, and subsequently read in public. Four (4) contracting firms submitted bids for the project. Two errors were found but did not change the final results.

The bidders from low to high and the correct total amounts bid for the Base Bid, Supplementary Bid, Alternate "A" Bid, and Alternate "B" Bid Items are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
MetroCity, LLC	Pearland, TX	\$2,629,848.00
Scohil Construction Services, LLC	Cypress, TX	\$2,695,155.00
Texkota Enterprises, LLC	Houston, TX	\$2,859,663.60
ISJ Underground Utilities, LLC	Arcola, TX	\$3,461,627.50

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

Due to the two low bidders being within 2.5% of each other, we included MetroCity, LLC, and Scohil Construction Services, LLC, in our low bidder investigation. Our investigation of the low bidders included a review of their surety, references of previous projects, and past work experience. Both low bidders provided satisfactory financial statements. Only one of the references called for MetroCity, LLC, answered and provided information on past work performance. That reference scored them high on customer service and communication, but could not definitively state they would recommend MetroCity, LLC, or use them again on future projects. Six of the references called for Scohil Construction Services, LLC, answered and provided information on past work performance. All those that answered scored them high on customer service, communication, and work performance, and all stated they would recommend Scohil Construction Services, LLC, and use them again on future projects.

Issues of concern expressed by the City were the length of time between main line installation and testing/placing in service, as well as site clean-up and surface restoration. Scohil Construction Services, LLC, has completed a waterline replacement project of similar size and scope for the City of Alvin in recent years and have a proven record of satisfying these concerns. Based on our investigation, in conjunction with past work performance on similar project for the City, discussions and meetings with the City, as well as the concerns the City has due to the scope and location of the work in this project, we recommend awarding the contract to Scohil Construction Services, LLC. The total amount bid by Scohil Construction Services, LLC was \$2,695,155.00.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Les Dodson', with a long horizontal line extending to the right.

Les Dodson
Construction Manager

Attachment

cc: Brett Cole, City of Alvin
Jimmy Flowers, P.E., LJA
Construction File 16.6

Bid Tabulation For: Construction of Waterline Improvements Phase 4
To Serve City of Alvin

Bid Opening Date: September 17, 2024
Bid Opening Location: City Secretary's Office
216 West Sealy Street
Alvin, TX 77511

Tabulation By: Tammy Endres
Tabulation Date: September 18, 2024
LJA Project No. E231-0110
Bid No. B-24-03
Alternate "B" Bid No. B-24-07

Bidder's Name: Total Bid Amount for Base Bid, Supplementary Bid,
Alternate "A" Bid, and Alternate "B" Bid Items:

1) MetroCity, LLC	* \$2,629,848.00
2) Scohil Construction Services, LLC	\$2,695,155.00
3) Texkota Enterprises, LLC	\$2,859,663.60
4) ISJ Underground Utilities, LLC	* \$3,461,627.50

Calendar Days - 210



I, Jimmy Flowers, P.E., hereby certify these bid tabulations to be true and correct.

*Mathematical Error

Bid Tabulation - Bid Opening, September 17, 2024 City of Alvin Waterline Improvements - Phase 4 LJA Project No. E231-0110 FRN F-1386				MetroCity LLC 17410 County Road 127 Pearland, TX 77581 281-978-3000		Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433 281-952-8375 George Scoular		Texkota Enterprises, LLC 16535 Hollister St., Suite A Houston, TX 77066 281-962-0198 Dwayne Schroeder		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583 281-972-9097	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS										
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	1	LS	\$105,000.00	\$105,000.00	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$135,000.00	\$135,000.00
2	12-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	800	LF	\$120.00	\$96,000.00	\$96.00	\$76,800.00	\$115.00	\$92,000.00	\$233.00	\$186,400.00
3	12-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	1,000	LF	\$85.00	\$85,000.00	\$96.00	\$96,000.00	\$115.00	\$115,000.00	\$147.50	\$147,500.00
4	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	450	LF	\$119.00	\$53,550.00	\$60.00	\$27,000.00	\$85.00	\$38,250.00	\$242.50	\$109,125.00
5	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	650	LF	\$64.00	\$41,600.00	\$60.00	\$39,000.00	\$85.00	\$55,250.00	\$80.50	\$52,325.00
6	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	185	LF	\$165.00	\$30,525.00	\$140.00	\$25,900.00	\$229.00	\$42,365.00	\$363.50	\$67,247.50
7	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	6,650	LF	\$58.00	\$385,700.00	\$56.00	\$372,400.00	\$58.00	\$385,700.00	\$70.00	\$465,500.00

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8	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	7,200	LF	\$50.00	\$360,000.00	\$56.00	\$403,200.00	\$58.00	\$417,600.00	\$59.00	\$424,800.00
9	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 12-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	70	LF	\$100.00	\$7,000.00	\$115.00	\$8,050.00	\$177.00	\$12,390.00	\$253.00	\$17,710.00
10	4-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	100	LF	\$59.00	\$5,900.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$58.50	\$5,850.00
11	4-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	350	LF	\$45.00	\$15,750.00	\$50.00	\$17,500.00	\$55.00	\$19,250.00	\$47.50	\$16,625.00
12	12-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	10	EA	\$4,000.00	\$40,000.00	\$4,250.00	\$42,500.00	\$4,000.00	\$40,000.00	\$8,471.50	\$84,715.00
13	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	10	EA	\$2,200.00	\$22,000.00	\$2,400.00	\$24,000.00	\$2,200.00	\$22,000.00	\$4,572.50	\$45,725.00
14	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	60	EA	\$1,900.00	\$114,000.00	\$1,960.00	\$117,600.00	\$1,500.00	\$90,000.00	\$3,874.50	\$232,470.00
15	4-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	5	EA	\$1,000.00	\$5,000.00	\$1,450.00	\$7,250.00	\$1,200.00	\$6,000.00	\$2,203.50	\$11,017.50
16	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	41	EA	\$7,000.00	\$287,000.00	\$6,850.00	\$280,850.00	\$7,300.00	\$299,300.00	\$6,676.50	\$273,736.50

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17	Extra Depth Bury for Fire Hydrant, Complete in Place	82	VF	\$94.00	\$7,708.00	\$150.00	\$12,300.00	\$200.00	\$16,400.00	\$50.00	\$4,100.00
18	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	20	EA	\$217.00	\$4,340.00	\$150.00	\$3,000.00	\$300.00	\$6,000.00	\$250.00	\$5,000.00
19	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	22	EA	\$611.00	\$13,442.00	\$1,450.00	\$31,900.00	\$2,000.00	\$44,000.00	\$500.00	\$11,000.00
20	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	35	EA	\$100.00	\$3,500.00	\$450.00	\$15,750.00	\$100.00	\$3,500.00	\$200.00	\$7,000.00
21	12-Inch Connection to 12-Inch Plugged Line, Including Removal of Existing Plug & Blow-Off Valve, Complete in Place.	1	EA	\$2,249.00	\$2,249.00	\$2,860.00	\$2,860.00	\$2,500.00	\$2,500.00	\$2,044.00	\$2,044.00
22	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	2	EA	\$6,045.00	\$12,090.00	\$4,540.00	\$9,080.00	\$6,000.00	\$12,000.00	\$9,488.00	\$18,976.00
23	8" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	2	EA	\$5,088.00	\$10,176.00	\$3,980.00	\$7,960.00	\$5,500.00	\$11,000.00	\$8,730.00	\$17,460.00
24	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	7	EA	\$5,088.00	\$35,616.00	\$3,500.00	\$24,500.00	\$5,500.00	\$38,500.00	\$8,037.00	\$56,259.00
25	12-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$2,032.00	\$2,032.00	\$2,680.00	\$2,680.00	\$2,000.00	\$2,000.00	\$1,735.50	\$1,735.50
26	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	9	EA	\$1,292.00	\$11,628.00	\$1,650.00	\$14,850.00	\$2,000.00	\$18,000.00	\$1,063.50	\$9,571.50
27	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	21	EA	\$906.00	\$19,026.00	\$1,250.00	\$26,250.00	\$1,700.00	\$35,700.00	\$706.50	\$14,836.50

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28	2.25-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	5	EA	\$319.00	\$1,595.00	\$650.00	\$3,250.00	\$800.00	\$4,000.00	\$358.00	\$1,790.00
29	1-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$400.00	\$400.00	\$450.00	\$450.00	\$400.00	\$400.00	\$10.50	\$10.50
30	Trench Safety System, Complete in Place	8,000	LF	\$1.00	\$8,000.00	\$1.00	\$8,000.00	\$0.01	\$80.00	\$0.10	\$800.00
31	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	55	EA	\$700.00	\$38,500.00	\$550.00	\$30,250.00	\$800.00	\$44,000.00	\$979.50	\$53,872.50
32	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	45	EA	\$900.00	\$40,500.00	\$1,150.00	\$51,750.00	\$950.00	\$42,750.00	\$1,035.50	\$46,597.50
33	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	26	EA	\$800.00	\$20,800.00	\$650.00	\$16,900.00	\$900.00	\$23,400.00	\$1,255.00	\$32,630.00
34	Construct New Polyethylene Tubing DoubleService Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	26	EA	\$1,300.00	\$33,800.00	\$1,350.00	\$35,100.00	\$1,100.00	\$28,600.00	\$1,972.00	\$51,272.00

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35	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	5	EA	\$1,350.00	\$6,750.00	\$1,080.00	\$5,400.00	\$1,700.00	\$8,500.00	\$2,451.50	\$12,257.50
36	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	5	EA	\$1,500.00	\$7,500.00	\$1,980.00	\$9,900.00	\$2,200.00	\$11,000.00	\$2,680.00	\$13,400.00
37	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	2	EA	\$1,800.00	\$3,600.00	\$1,650.00	\$3,300.00	\$2,100.00	\$4,200.00	\$3,492.00	\$6,984.00
38	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	2	EA	\$2,000.00	\$4,000.00	\$3,450.00	\$6,900.00	\$2,500.00	\$5,000.00	\$3,783.00	\$7,566.00
39	Turf Establishment, Full Sodding, Complete in Place	8,600	SY	\$5.00	\$43,000.00	\$6.00	\$51,600.00	\$5.00	\$43,000.00	\$4.00	\$34,400.00
40	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	300	SY	\$60.00	\$18,000.00	\$135.00	\$40,500.00	\$45.00	\$13,500.00	\$85.00	\$25,500.00
41	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	600	SY	\$130.00	\$78,000.00	\$155.00	\$93,000.00	\$85.00	\$51,000.00	\$100.00	\$60,000.00

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42	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	50	SY	\$76.00	\$3,800.00	\$80.00	\$4,000.00	\$20.00	\$1,000.00	\$65.00	\$3,250.00
43	Wheelchair Ramp Replacement, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	15	EA	\$1,200.00	\$18,000.00	\$3,500.00	\$52,500.00	\$100.00	\$1,500.00	\$1,800.00	\$27,000.00
44	Remove and Replace Existing Sign, Complete in Place	35	EA	\$300.00	\$10,500.00	\$350.00	\$12,250.00	\$10.00	\$350.00	\$250.00	\$8,750.00
45	Curb and Gutter Replacement, Per Detail, Includes Removal of Existing Concrete, Complete in Place	400	LF	\$8.00	\$3,200.00	\$20.00	\$8,000.00	\$5.00	\$2,000.00	\$15.00	\$6,000.00
46	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$5,700.00	\$5,700.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
47	SWPPP, Curb Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	40	EA	\$90.00	\$3,600.00	\$45.00	\$1,800.00	\$80.00	\$3,200.00	\$50.00	\$2,000.00
48	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	25	EA	\$100.00	\$2,500.00	\$65.00	\$1,625.00	\$80.00	\$2,000.00	\$50.00	\$1,250.00
49	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, and Removed, Complete in Place	1,000	LF	\$3.00	\$3,000.00	\$2.00	\$2,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
	SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 49			\$2,130,577.00		\$2,217,155.00		\$2,205,685.00		\$2,840,059.00	
	SUPPLEMENTARY ITEMS										
50	"Extra" Well Point Dewatering, Control of Ground Water and Surface Water, in Accordance with the Geotechnical Report and Specifications, As Directed by Owner's Representative, Complete in Place	1,000	LF	\$20.00	\$20,000.00	\$20.00	\$20,000.00	\$20.00	\$20,000.00	\$20.00	\$20,000.00
51	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	1,000	LF	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
52	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	100	CY	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00

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53	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	50	CY	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
54	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	5	TON	\$30.00	\$150.00	\$30.00	\$150.00	\$30.00	\$150.00	\$30.00	\$150.00
55	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	25	CY	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$100.00	\$2,500.00
56	"Extra" Turf Establishment, Hydromulch Seeding, As Directed by the Owner's Representative, Complete in Place	0.5	AC	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00
57	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	250	LB	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00
58	"Extra" Ductile Iron Fittings with Restraints, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	1	TON	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
59	"Extra" Offset of proposed line to avoid sanitary and storm sewer facilities not shown on Plans and Not Marked in Field, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	5	EA	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
60	"Extra" Repair of Existing Sanitary Sewer Not Shown on Plans and Not Marked in the Field, in Accordance with City's Standards, As Directed by Owner Representative, Complete in Place	5	EA	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00
61	Remove Existing 8-Inch Sanitary Sewer and Replace with 8-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	50	LF	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$60.00	\$3,000.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
62	Remove Existing 6-Inch Sanitary Sewer and Replace with 6-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	50	LF	\$32.00	\$1,600.00	\$32.00	\$1,600.00	\$32.00	\$1,600.00	\$50.00	\$2,500.00
63	Construct Fire Service Connection (6-Inch), Auger Beneath Road if Required, Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
64	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	2	EA	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
65	Cut in 6-Inch x 6-Inch Tee, Remove Section of Existing 6-Inch Waterline, Connect to Existing 6-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	2	EA	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00
66	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$8,200.00	\$8,200.00	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$10,400.00	\$10,400.00
67	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$8,200.00	\$8,200.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$9,400.00	\$9,400.00

Bid Tabulation - Bid Opening, September 17, 2024 City of Alvin Waterline Improvements - Phase 4 LJA Project No. E231-0110 FRN F-1386				MetroCity LLC 17410 County Road 127 Pearland, TX 77581 281-978-3000		Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433 281-952-8375 George Scoular		Texkota Enterprises, LLC 16535 Hollister St., Suite A Houston, TX 77066 281-962-0198 Dwayne Schroeder		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583 281-972-9097	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
68	Supply and Install DFW Meter Box with LLDPE Body and HDPE Lid, Including Accessories, and All Appurtenances, in Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	40	EA	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$60.00	\$2,400.00
	SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS 50 - 68				\$101,700.00		\$96,300.00		\$101,800.00		\$111,000.00
	ALTERNATE "A" BID ITEMS										
69	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	50	LF	\$88.00	\$4,400.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00	\$135.50	\$6,775.00
70	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	200	LF	\$68.00	\$13,600.00	\$60.00	\$12,000.00	\$70.00	\$14,000.00	\$79.00	\$15,800.00
71	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	500	LF	\$64.00	\$32,000.00	\$56.00	\$28,000.00	\$56.00	\$28,000.00	\$72.50	\$36,250.00
72	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	850	LF	\$48.00	\$40,800.00	\$56.00	\$47,600.00	\$56.00	\$47,600.00	\$50.00	\$42,500.00
73	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	2	EA	\$2,567.00	\$5,134.00	\$2,400.00	\$4,800.00	\$2,200.00	\$4,400.00	\$4,710.00	\$9,420.00
74	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	3	EA	\$2,050.00	\$6,150.00	\$1,960.00	\$5,880.00	\$1,500.00	\$4,500.00	\$2,915.50	\$8,746.50

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
75	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	3	EA	\$7,514.00	\$22,542.00	\$6,850.00	\$20,550.00	\$7,300.00	\$21,900.00	\$16,589.00	\$49,767.00
76	Extra Depth Bury for Fire Hydrant, Complete in Place	6	VF	\$213.00	\$1,278.00	\$150.00	\$900.00	\$200.00	\$1,200.00	\$50.00	\$300.00
77	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	3	EA	\$646.00	\$1,938.00	\$1,850.00	\$5,550.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
78	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	7	EA	\$112.00	\$784.00	\$150.00	\$1,050.00	\$100.00	\$700.00	\$200.00	\$1,400.00
79	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$5,269.00	\$5,269.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$15,296.00	\$15,296.00
80	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$1,395.00	\$1,395.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$1,029.00	\$1,029.00
81	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	2	EA	\$975.00	\$1,950.00	\$1,250.00	\$2,500.00	\$1,700.00	\$3,400.00	\$1,346.50	\$2,693.00
82	Trench Safety System, Complete in Place	550	LF	\$1.00	\$550.00	\$1.00	\$550.00	\$0.01	\$5.50	\$0.10	\$55.00
83	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	7	EA	\$774.00	\$5,418.00	\$550.00	\$3,850.00	\$800.00	\$5,600.00	\$932.50	\$6,527.50
84	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	12	EA	\$1,015.00	\$12,180.00	\$1,150.00	\$13,800.00	\$950.00	\$11,400.00	\$983.50	\$11,802.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
85	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	5	EA	\$896.00	\$4,480.00	\$650.00	\$3,250.00	\$900.00	\$4,500.00	\$1,291.00	\$6,455.00
86	Construct New Polyethylene Tubing DoubleService Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	6	EA	\$1,470.00	\$8,820.00	\$1,350.00	\$8,100.00	\$1,100.00	\$6,600.00	\$1,895.50	\$11,373.00
87	Turf Establishment, Full Sodding, Complete in Place	615	SY	\$7.00	\$4,305.00	\$6.00	\$3,690.00	\$5.00	\$3,075.00	\$4.00	\$2,460.00
	SUB-TOTAL ALTERNATE "A" BID ITEMS - ITEMS 69 - 87				\$172,993.00		\$170,220.00		\$172,380.50		\$230,149.00
	ALTERNATE "B" BID ITEMS										
88	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	810	LF	\$60.00	\$48,600.00	\$60.00	\$48,600.00	\$138.00	\$111,780.00	\$63.00	\$51,030.00
89	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	725	LF	\$66.00	\$47,850.00	\$60.00	\$43,500.00	\$138.00	\$100,050.00	\$63.50	\$46,037.50
90	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	60	LF	\$187.00	\$11,220.00	\$135.00	\$8,100.00	\$236.00	\$14,160.00	\$395.00	\$23,700.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
91	Remove Existing Waterline, 8-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	1,500	LF	\$7.00	\$10,500.00	\$1.00	\$1,500.00	\$20.00	\$30,000.00	\$3.00	\$4,500.00
92	Remove Existing Waterline, 6-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	50	LF	\$9.00	\$450.00	\$1.00	\$50.00	\$20.00	\$1,000.00	\$3.00	\$150.00
93	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	5	EA	\$2,530.00	\$12,650.00	\$2,400.00	\$12,000.00	\$2,200.00	\$11,000.00	\$5,950.50	\$29,752.50
94	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	6	EA	\$7,860.00	\$47,160.00	\$6,850.00	\$41,100.00	\$7,700.00	\$46,200.00	\$12,833.00	\$76,998.00
95	Extra Depth Bury for Fire Hydrant, Complete in Place	12	VF	\$149.00	\$1,788.00	\$150.00	\$1,800.00	\$200.00	\$2,400.00	\$30.00	\$360.00
96	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	3	EA	\$227.00	\$681.00	\$450.00	\$1,350.00	\$300.00	\$900.00	\$250.00	\$750.00
97	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	2	EA	\$1,121.00	\$2,242.00	\$1,850.00	\$3,700.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
98	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	3	EA	\$103.00	\$309.00	\$150.00	\$450.00	\$100.00	\$300.00	\$250.00	\$750.00
99	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	1	EA	\$1,414.00	\$1,414.00	\$4,850.00	\$4,850.00	\$3,100.00	\$3,100.00	\$6,000.00	\$6,000.00
100	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$1,414.00	\$1,414.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$2,532.50	\$2,532.50
101	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$1,085.00	\$1,085.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$1,163.00	\$1,163.00
102	Trench Safety System, Complete in Place	810	LF	\$1.00	\$810.00	\$1.00	\$810.00	\$0.01	\$8.10	\$0.10	\$81.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
103	Construct New Polyethylene Tubing Single Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	3	EA	\$876.00	\$2,628.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00	\$949.00	\$2,847.00
104	Construct New Polyethylene Tubing Single Service Connection (1.5-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	4	EA	\$1,428.00	\$5,712.00	\$1,280.00	\$5,120.00	\$1,800.00	\$7,200.00	\$1,729.50	\$6,918.00
105	Construct Fire Service Connection (6-Inch), Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	2	EA	\$2,413.00	\$4,826.00	\$5,500.00	\$11,000.00	\$8,500.00	\$17,000.00	\$5,000.00	\$10,000.00
106	Turf Establishment, Full Sodding, Complete in Place	900	SY	\$7.00	\$6,300.00	\$6.00	\$5,400.00	\$5.00	\$4,500.00	\$4.00	\$3,600.00
107	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	50	SY	\$80.00	\$4,000.00	\$135.00	\$6,750.00	\$60.00	\$3,000.00	\$85.00	\$4,250.00
108	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	50	SY	\$170.00	\$8,500.00	\$155.00	\$7,750.00	\$130.00	\$6,500.00	\$100.00	\$5,000.00
109	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$4,439.00	\$4,439.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
	SUB-TOTAL ALTERNATE "B" BID ITEMS - ITEMS 88 - 109				\$224,578.00		\$211,480.00		\$379,798.10		\$280,419.50

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM

SUMMARY OF BID

BASE BID ITEMS	ITEMS 1 - 49	<u>\$2,130,577.00</u>		<u>\$2,217,155.00</u>		<u>\$2,205,685.00</u>		<u>\$2,840,059.00</u>
SUPPLEMENTARY BID ITEMS	ITEMS 50 - 68	<u>\$101,700.00</u>		<u>\$96,300.00</u>		<u>\$101,800.00</u>		<u>\$111,000.00</u>
ALTERNATE "A" BID ITEMS	ITEMS 69 - 87	<u>\$172,993.00</u>		<u>\$170,220.00</u>		<u>\$172,380.50</u>		<u>\$230,149.00</u>
ALTERNATE "B" BID ITEMS	ITEMS 88 - 109	<u>\$224,578.00</u>		<u>\$211,480.00</u>		<u>\$379,798.10</u>		<u>\$280,419.50</u>
TOTAL BASE BID AND SUPPLEMENTARY BID ITEMS	ITEMS 1 - 68	<u>\$2,232,277.00</u>		<u>\$2,313,455.00</u>		<u>\$2,307,485.00</u>		<u>\$2,951,059.00</u>
TOTAL BASE BID, SUPPLEMENTARY BID, ALTERNATE "A", AND ALTERNATE "B" BID ITEMS	ITEMS 1 - 109	<u>\$2,629,848.00</u>		<u>\$2,695,155.00</u>		<u>\$2,859,663.60</u>		<u>\$3,461,627.50</u>

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:** Scohil Construction Services, LLC

Waterline Improvements

Phase 4

Bid Number: B-24-03

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **210 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$500.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL						
Waterline Improvements Phase 4				Contractor <u>Scohil Construction Services, LLC</u>		
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Base Bid Items						
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	LS	1	\$ 80,000.00	\$ 80,000.00	Eighty Thousand Dollars and Zero Cents
2	12-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	800	\$ 96.00	\$ 76,800.00	Seventy Six Thousand Eight Hundred Dollars and Zero Cents
3	12-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	1,000	\$ 96.00	\$ 96,000.00	Ninety Six Thousand Dollars and Zero Cents
4	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	450	\$ 60.00	\$ 27,000.00	Twenty Seven Thousand Dollars and Zero Cents
5	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	650	\$ 60.00	\$ 39,000.00	Thirty Nine Thousand Dollars and Zero Cents
6	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	185	\$ 140.00	\$ 25,900.00	Twenty Five Thousand Nine Hundred Dollars and Zero Cents
7	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	6,650	\$ 56.00	\$ 372,400.00	Three Hundred Seventy Two Thousand Four Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
8	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	7,200	\$ 56.00	\$ 403,200.00	Four Hundred Three Thousand Two Hundred Dollars and Zero Cents
9	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 12-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	70	\$ 115.00	\$ 8,050.00	Eight Thousand Fifty Dollars and Zero Cents
10	4-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	100	\$ 50.00	\$ 5,000.00	Five Thousand Dollars and Zero Cents
11	4-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	350	\$ 50.00	\$ 17,500.00	Seventeen Thousand Five Hundred Dollars and Zero Cents
12	12-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	10	\$ 4,250.00	\$ 42,500.00	Forty Two Thousand Five Hundred Dollars and Zero Cents
13	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	10	\$ 2,400.00	\$ 24,000.00	Twenty Four Thousand Dollars and Zero Cents
14	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	60	\$ 1,960.00	\$ 117,600.00	One Hundred Seventeen Thousand Six Hundred Dollars and Zero Cents
15	4-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	5	\$ 1,450.00	\$ 7,250.00	Seven Thousand Two Hundred Fifty Dollars and Zero Cents
16	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	41	\$ 6,850.00	\$ 280,850.00	Two Hundred Eighty Thousand Eight Hundred Fifty Dollars and Zero Cents
17	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	82	\$ 150.00	\$ 12,300.00	Twelve Thousand Three Hundred Dollars and Zero Cents
18	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	EA	20	\$ 150.00	\$ 3,000.00	Three Thousand Dollars and Zero Cents
19	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	22	\$ 1,450.00	\$ 31,900.00	Thirty One Thousand Nine Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
20	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	EA	35	\$ 450.00	\$ 15,750.00	Fifteen Thousand Seven Hundred Fifty Dollars and Zero Cents
21	12-Inch Connection to 12-Inch Plugged Line, Including Removal of Existing Plug & Blow-Off Valve, Complete in Place.	EA	1	\$ 2,860.00	\$ 2,860.00	Two Thousand Eight Hundred Sixty Dollars and Zero Cents
22	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	2	\$ 4,540.00	\$ 9,080.00	Nine Thousand Eighty Dollars and Zero Cents
23	8" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	2	\$ 3,980.00	\$ 7,960.00	Seven Thousand Nine Hundred Sixty Dollars and Zero Cents
24	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	7	\$ 3,500.00	\$ 24,500.00	Twenty Four Thousand Five Hundred Dollars and Zero Cents
25	12-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 2,680.00	\$ 2,680.00	Two Thousand Six Hundred Eighty Dollars and Zero Cents
26	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	9	\$ 1,650.00	\$ 14,850.00	Fourteen Thousand Eight Hundred Fifty Dollars and Zero Cents
27	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	21	\$ 1,250.00	\$ 26,250.00	Twenty Six Thousand Two Hundred Fifty Dollars and Zero Cents
28	2.25-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	5	\$ 650.00	\$ 3,250.00	Three Thousand Two Hundred Fifty Dollars and Zero Cents
29	1-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 450.00	\$ 450.00	Four Hundred Fifty Dollars and Zero Cents
30	Trench Safety System, Complete in Place	LF	8,000	\$ 1.00	\$ 8,000.00	Eight Thousand Dollars and Zero Cents
31	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	55	\$ 550.00	\$ 30,250.00	Thirty Thousand Two Hundred Fifty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
32	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	45	\$ 1,150.00	\$ 51,750.00	Fifty One Thousand Seven Hundred Fifty Dollars and Zero Cents
33	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	26	\$ 650.00	\$ 16,900.00	Sixteen Thousand Nine Hundred Dollars and Zero Cents
34	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	26	\$ 1,350.00	\$ 35,100.00	Thirty Five Thousand One Hundred Dollars and Zero Cents
35	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	5	\$ 1,080.00	\$ 5,400.00	Five Thousand Four Hundred Dollars and Zero Cents
36	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	5	\$ 1,980.00	\$ 9,900.00	Nine Thousand Nine Hundred Dollars and Zero Cents
37	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	2	\$ 1,650.00	\$ 3,300.00	Three Thousand Three Hundred Dollars and Zero Cents
38	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	2	\$ 3,450.00	\$ 6,900.00	Six Thousand Nine Hundred Dollars and Zero Cents
39	Turf Establishment, Full Sodding, Complete in Place	SY	8,600	\$ 6.00	\$ 51,600.00	Fifty One Thousand Six Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
40	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	SY	300	\$ 135.00	\$ 40,500.00	Forty Thousand Five Hundred Dollars and Zero Cents
41	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	SY	600	\$ 155.00	\$ 93,000.00	Ninety Three Thousand Dollars and Zero Cents
42	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	SY	50	\$ 80.00	\$ 4,000.00	Four Thousand Dollars and Zero Cent
43	Wheelchair Ramp Replacement, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	EA	15	\$ 3,500.00	\$ 52,500.00	Fifty Two Thousand Five Hundred Dollars and Zero Cents
44	Remove and Replace Existing Sign, Complete in Place	EA	35	\$ 350.00	\$ 12,250.00	Twelve Thousand Two Hundred Fifty Dollars and Zero Cents
45	Curb and Gutter Replacement, Per Detail, Includes Removal of Existing Concrete, Complete in Place	LF	400	\$ 20.00	\$ 8,000.00	Eight Thousand Dollars and Zero Cents
46	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	LS	1	\$ 4,500.00	\$ 4,500.00	Four Thousand Five Hundred Dollars and Zero Cents
47	SWPPP, Curb Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	EA	40	\$ 45.00	\$ 1,800.00	One Thousand Eight Hundred Dollars and Zero Cents
48	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	EA	25	\$ 65.00	\$ 1,625.00	One Thousand Six Hundred Twenty Five Dollars and Zero Cents
49	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, and Removed, Complete in Place	LF	1,000	\$ 2.00	\$ 2,000.00	Two Thousand Dollars and Zero Cents
Subtotal: Base Bid Items					\$ 2,217,155.00 (Items 1 thru 49)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Supplementary Bid Items						
50	"Extra" Well Point Dewatering, Control of Ground Water and Surface Water, in Accordance with the Geotechnical Report and Specifications, As Directed by Owner's Representative, Complete in Place	LF	1,000	(Minimum Bid \$20.00 Per Linear Foot) \$ 20.00	\$ 20,000.00	Twenty Thousand Dollars and Zero Cents
51	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	LF	1,000	(Minimum Bid \$10.00 Per Linear Foot) \$ 10.00	\$ 10,000.00	Ten Thousand Dollars and Zero Cents
52	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	CY	100	(Minimum Bid \$10.00 Per Cubic Yard) \$ 10.00	\$ 1,000.00	One Thousand Dollars and Zero Cents
53	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	CY	50	(Minimum Bid \$25.00 Per Cubic Yard) \$ 25.00	\$ 1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents
54	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	TON	5	(Minimum Bid \$30.00 Per Ton) \$ 30.00	\$ 150.00	One Hundred Fifty Dollars and Zero Cents
55	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	CY	25	(Minimum Bid \$100.00 Per Cubic Yard) \$ 100.00	\$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
56	"Extra" Turf Establishment, Hydromulch Seeding, As Directed by the Owner's Representative, Complete in Place	AC	0.5	(Minimum Bid \$3,000.00 Per Acre) \$ 3,000.00	\$ 1,500.00	One Thousand Five Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
57	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	LB	250	(Minimum Bid \$1.00 Per Pound) \$ 1.00	\$ 250.00	Two Hundred Fifty Dollars and Zero Cents
58	"Extra" Ductile Iron Fittings with Restraints, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	TON	1	(Minimum Bid \$150.00 Per Ton) \$ 150.00	\$ 150.00	One Hundred Fifty Dollars and Zero Cents
59	"Extra" Offset of proposed line to avoid sanitary and storm sewer facilities not shown on Plans and Not Marked in Field, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	EA	5	(Minimum Bid \$2,000.00 Per Each) \$ 2,000.00	\$ 10,000.00	Ten Thousand Dollars and Zero Cents
60	"Extra" Repair of Existing Sanitary Sewer Not Shown on Plans and Not Marked in the Field, in Accordance with City's Standards, As Directed by Owner Representative, Complete in Place	EA	5	(Minimum Bid \$1,500.00 Per Each) \$ 1,500.00	\$ 7,500.00	Seven Thousand Five Hundred Dollars and Zero Cents
61	Remove Existing 8-Inch Sanitary Sewer and Replace with 8-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	LF	50	(Minimum Bid \$60.00 Per Linear Foot) \$ 60.00	\$ 3,000.00	Three Thousand Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
62	Remove Existing 6-Inch Sanitary Sewer and Replace with 6-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	LF	50	(Minimum Bid \$32.00 Per Linear Foot) \$ 32.00	\$ 1,600.00	One Thousand Six Hundred Dollars and Zero Cents
63	Construct Fire Service Connection (6-Inch), Auger Beneath Road if Required, Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	EA	1	(Minimum Bid \$2,000.00 Per Each) \$ 2,000.00	\$ 2,000.00	Two Thousand Dollars and Zero Cents
64	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	EA	2	(Minimum Bid \$6,000.00 Per Each) \$ 6,000.00	\$ 12,000.00	Twelve Thousand Dollars and Zero Cents
65	Cut in 6-Inch x 6-Inch Tee, Remove Section of Existing 6-Inch Waterline, Connect to Existing 6-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	EA	2	(Minimum Bid \$5,000.00 Per Each) \$ 5,000.00	\$ 10,000.00	Ten Thousand Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
66	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	EA	1	(Minimum Bid \$6,000.00 Per Each) \$ 6,000.00	\$ 6,000.00	Six Thousand Dollars and Zero Cents
67	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	EA	1	(Minimum Bid \$5,000.00 Per Each) \$ 5,000.00	\$ 5,000.00	Five Thousand Dollars and Zero Cents
68	Supply and Install DFW Meter Box with LLDPE Body and HDPE Lid, Including Accessories, and All Appurtenances, in Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	EA	40	(Minimum Bid \$60.00 Per Each) \$ 60.00	\$ 2,400.00	Two Thousand Four Hundred Dollars and Zero Cents
Subtotal: Supplementary Bid Items					\$ 96,300.00 (Items 50 thru 68)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Alternate "A" Bid Items						
69	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	50	\$ 60.00	\$ 3,000.00	Three Thousand Dollars and Zero Cents
70	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	200	\$ 60.00	\$ 12,000.00	Twelve Thousand Dollars and Zero Cents
71	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	500	\$ 56.00	\$ 28,000.00	Twenty Eight Thousand Dollars and Zero Cents
72	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	850	\$ 56.00	\$ 47,600.00	Forty Seven Thousand Six Hundred Dollars and Zero Cents
73	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	2	\$ 2,400.00	\$ 4,800.00	Four Thousand Eight Hundred Dollars and Zero Cents
74	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	3	\$ 1,960.00	\$ 5,880.00	Five Thousand Eight Hundred Eighty Dollars and Zero Cents
75	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	3	\$ 6,850.00	\$ 20,550.00	Twenty Thousand Five Hundred Fifty Dollars and Zero Cents
76	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	6	\$ 150.00	\$ 900.00	Nine Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
77	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	3	\$ 1,850.00	\$ 5,550.00	Five Thousand Five Hundred Fifty Dollars and Zero Cents
78	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	EA	7	\$ 150.00	\$ 1,050.00	One Thousand Fifty Dollars and Zero Cents
79	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	1	\$ 3,500.00	\$ 3,500.00	Three Thousand Five Hundred Dollars and Zero Cents
80	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 1,650.00	\$ 1,650.00	One Thousand Six Hundred Fifty Dollars and Zero Cents
81	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	2	\$ 1,250.00	\$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
82	Trench Safety System, Complete in Place	LF	550	\$ 1.00	\$ 550.00	Five Hundred Fifty Dollars and Zero Cents
83	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	7	\$ 550.00	\$ 3,850.00	Three Thousand Eight Hundred Fifty Dollars and Zero Cents
84	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	12	\$ 1,150.00	\$ 13,800.00	Thirteen Thousand Eight Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
85	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	5	\$ 650.00	\$ 3,250.00	Three Thousand Two Hundred Fifty Dollars and Zero Cents
86	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	6	\$ 1,350.00	\$ 8,100.00	Eight Thousand One Hundred Dollars and Zero Cents
87	Turf Establishment, Full Sodding, Complete in Place	SY	615	\$ 6.00	\$ 3,690.00	Three Thousand Six Hundred Ninety Dollars and Zero Cents
Subtotal: Alternate "A" Bid Items					\$ 170,220.00 (Items 69 thru 87)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Alternate "B" Bid Items - South Bypass 35 Waterline Replacement						
88	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	810	\$ 60.00	\$ 48,600.00	Forty Eight Thousand Six Hundred Dollars and Zero Cents
89	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	725	\$ 60.00	\$ 43,500.00	Forty Three Thousand Five Hundred Dollars and Zero Cents
90	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	60	\$ 135.00	\$ 8,100.00	Eight Thousand One Hundred Dollars and Zero Cents
91	Remove Existing Waterline, 8-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	LF	1500	\$ 1.00	\$ 1,500.00	One Thousand Five Hundred Dollars and Zero Cents
92	Remove Existing Waterline, 6-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	LF	50	\$ 1.00	\$ 50.00	Fifty Dollars and Zero Cents
93	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	5	\$ 2,400.00	\$ 12,000.00	Twelve Thousand Dollars and Zero Cents
94	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	6	\$ 6,850.00	\$ 41,100.00	Forty One Thousand One Hundred Dollars and Zero Cents
95	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	12	\$ 150.00	\$ 1,800.00	One Thousand Eight Hundred Dollars and Zero Cents
96	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	EA	3	\$ 450.00	\$ 1,350.00	One Thousand Three Hundred Fifty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
97	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	2	\$ 1,850.00	\$ 3,700.00	Three Thousand Seven Hundred Dollars and Zero Cents
98	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	EA	3	\$ 150.00	\$ 450.00	Four Hundred Fifty Dollars and Zero Cents
99	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	EA	1	\$ 4,850.00	\$ 4,850.00	Four Thousand Eight Hundred Fifty Dollars and Zero Cents
100	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 1,650.00	\$ 1,650.00	One Thousand Six Hundred Fifty Dollars and Zero Cents
101	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 1,250.00	\$ 1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents
102	Trench Safety System, Complete in Place	LF	810	\$ 1.00	\$ 810.00	Eight Hundred Ten Dollars and Zero Cents
103	Construct New Polyethylene Tubing Single Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	3	\$ 750.00	\$ 2,250.00	Two Thousand Two Hundred Fifty Dollars and Zero Cents
104	Construct New Polyethylene Tubing Single Service Connection (1.5-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	4	\$ 1,280.00	\$ 5,120.00	Five Thousand One Hundred Twenty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
105	Construct Fire Service Connection (6-Inch), Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	EA	2	\$ 5,500.00	\$ 11,000.00	Eleven Thousand Dollars and Zero Cents
106	Turf Establishment, Full Sodding, Complete in Place	SY	900	\$ 6.00	\$ 5,400.00	Five Thousand Four Hundred Dollars and Zero Cents
107	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HML Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	SY	50	\$ 135.00	\$ 6,750.00	Six Thousand Seven Hundred Fifty Dollars and Zero Cents
108	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	SY	50	\$ 155.00	\$ 7,750.00	Seven Thousand Seven Hundred Fifty Dollars and Zero Cents
109	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	LS	1	\$ 2,500.00	\$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
Subtotal:				Alternate "B" Bid Items	\$ 211,480.00 (Items 88 thru 109)	

SUMMARY OF BID

BASE BID ITEMS	Items 1 thru 49	\$ 2,217,155.00
SUPPLEMENTARY BID ITEMS	Items 50 thru 68	\$ 96,300.00
ALTERNATE "A" BID ITEMS	Items 69 thru 87	\$ 170,220.00
ALTERNATE "B" BID ITEMS	Items 88 thru 109	\$ 211,480.00
TOTAL BASE BID ITEMS AND SUPPLEMENTARY BID ITEMS	Items 1 thru 68	\$ 2,313,455.00

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 09/16/2024 Received 09/16/2024

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Scohil Construction Services, LLC

Address: 18534 Mueschke Road

Cypress, TX 77433

Telephone: 281-955-8375

Date: 09/17/2024

ATTEST: _____

Secretary of Corporation _____

(Seal of Bidder Corporation) George Scoular / Owner

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 980,675.00

ALL OTHER CHARGES: \$ 1,332,780.00

*TOTAL: \$ 2,313,455.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.

ADDENDUM NO. 1

**WATERLINE IMPROVEMENTS PHASE 4
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS**

LJA JOB NO. E231-0110

September 16, 2024



The following changes will be considered part of the Construction Plans, Bid Proposal and Contract Documents:

Addenda – Contract Documents

1.) Reference: **Contract Documents – Table of Contents**

Replace: Table of Contents with revised Table of Contents marked **ADDENDUM NO. 1** (attached).
Added Section 23A. CBDG Documents for Alternate "B" – Bid No. B-24-07 – South Bypass 35 Waterline Replacement

2.) Reference: **Contract Documents – 23A. CBDG Documents for Alternate "B" – Bid No. B-24-07 – South Bypass 35 Waterline Replacement**

Added: Section 23A - CBDG Documents for Alternate "B" – Bid No. B-24-07 – South Bypass 35 Waterline Replacement marked **ADDENDUM NO. 1** (attached).

The Bid Due date/time and Bid Opening date/time are not affected by this Addendum No. 1 and remain unchanged.

END OF ADDENDUM NO. 1

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

George Scoular, being first duly sworn, deposes and says that:

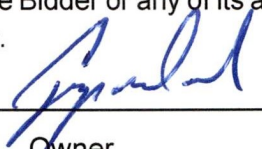
(1) He/She is Owner of Scohil Construction Services, LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Alvin (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

Owner

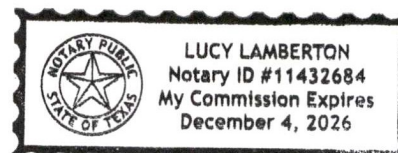
Title

Subscribed and sworn to me this 17th day of Sept., 2024

By: 

Lucy Lamberton
Notary Public

My commission expires December 4, 2026



ADDENDUM NO. 1

STATUTORY ASSURANCES AND COMPLIANCIES

1. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

2. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D thereof issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

3. COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will conform to Executive Order No. 11246 of September 24, 1965 (E.O.11246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of E.O. 11246, and the rules, regulations, and

relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by E.O. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O. 11246, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

5. REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act" (48 Stat. 948; 62 Stat. 82; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractors contract.

6. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000) Compliance with Air and Water Acts:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating

Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A Stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

7. COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

8. COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The Contractor hereby agrees to comply with all requirements related to federal awards for purchase of certain materials for infrastructure projects as may be noted in the bid and contract documents, and as applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

9. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS

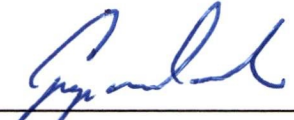
The Contractor hereby agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

10. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION

Certification – All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the aforementioned local, state and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.



Signature

September 17, 2024

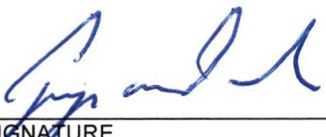
Date

George Scoular / Owner

(Print Name and Title)

(STATUTORY ASSURANCES AND COMPLIANCES)- 12.2023

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
☒ Yes ☐ No	
The undersigned hereby certifies that:	
☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).	
☒ The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
☐ Yes ☒ No	
George Scoular / Owner	
NAME AND TITLE OF SIGNER (Please type)	
	
09/17/2024	
SIGNATURE	DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Scohil Construction Services, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within Brazoria County and the City of Alvin.

- A. To ascertain from the Brazoria County Community Development Program staff the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the project area low income residents through: local advertising media, signs placed at the proposed site from the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all low-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000) which are typically let on a negotiated rather than a bid basis in areas other than the covered project area are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractural opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of labor hours which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity Plan objectives.

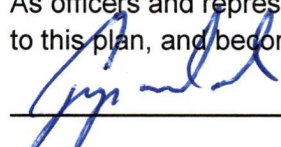
Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to Local Businesses	Estimated \$ Amount to Local Businesses
Self Performed	-0-	-0-	-0-	-0-

Estimated Project Workforce Breakdown

Job Titles	No. of Positions	No. of Positions Currently Filled	No. of Positions Not Filled	No. of Positions to Fill with L/M Residents
Operators	-0-	4	-0-	-0-
Laborers	-0-	4	-0-	-0-
Pipelayers	-0-	1	-0-	-0-
Concrete Finisher	-0-	1	-0-	-0-
TOTALS:	-0-	10	-0-	-0-

As officers and representatives of Scohil Construction Services, LLC, I have read and fully agree to this plan, and become a party to the full implementation of the program and its provisions.



Signature

09/17/2024

Date

George Scoular / Owner

Print Name and Title

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason.

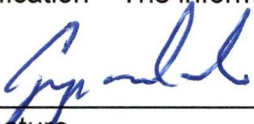
The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$100,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

Certification – The information above is true and complete to the best of my knowledge and belief.



Signature

09/17/2024

Date

George Scoular / Owner

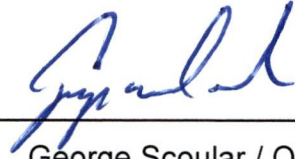
(Print Name and Title)

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Scohil Construction Services, LLC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name)


George Scoular / Owner

(Address)

18534 Mueschke Road

Cypress, TX 77433

City

State

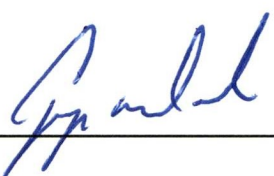
Zip

Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned George Scoular of Scohil Construction Services, LLC certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of an Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 752, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: 

Date: 09/17/2024

Title: George Scoular / Owner

VERIFICATION TO NOT BOYCOTT ISRAEL

Texas Government Code 2270.001

☐ We _____ (Name) are a sole proprietorship and therefore exempt from the provisions as defined below.

☐ We _____ (Company name) have fewer than 10 employees and therefore exempt from the provisions as defined below.

If neither of the above boxes are checked, vendor shall verify the following for contracts of \$100,000.00 and above:

We, Scohil Construction Services, LLC (Company name), verify that we do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

09/17/2024

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

George Scoular
PRINTED NAME

Owner
TITLE

ADDENDUM NO. 1

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Scohil Construction

Name of Bidder: Services, LLC Date Organized: 04/2003

Address: 18534 Mueschke Road Date Incorporated: 04/2003
Cypress, TX 77433

Number of Years in Contracting Business under Present Name: 21

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
-----------------	---------------	--

Please See Attached

Type of work performed by your company: Utility Contractor

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
----------------	---------------	-------------------	------------------

See Attached

Major Equipment Available for this Contract:

See Attached

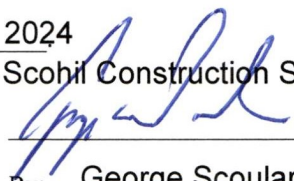
Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ 300,000.00

Bank Reference: Steve Gleisner / 713-388-1710

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Alvin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 17th day of September, 2024


Scohol Construction Services, LLC

By: George Scoular

Title: Owner

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which the Bidder has performed similar work within the past two years:

See Attached

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor is Doing Business	Address of Office, Mill or Shop	Percent of Total Contract	Specific Description of Subcontract
Lopez Brothers Enterprises, Inc.	7421 Miller Road # 2 Houston, TX 77049	3.9%	Material Hauling
Mickie Service Co. Inc.	P.O. Box 55544 Houston, TX 77255	0.53%	TS&V

SCOHI Construction Services, LLC

18534 Mueschke Road
Cypress, Texas 77433

Phone: 281-955-8375 Fax: 281-955-0570
e-mail: lucy@scohil.com

COMPANY PROFILE

Scohil Construction Services was formed in March of 2003 as a Corporation. The owner and General Manager George M. Scoular, Field Supervisors Joe Soto and Cirinio Rivera and Office Manager Lucy Lamberton have over sixty five years of combined experience in the construction industry. Projects have been estimated, supervised and constructed for both Municipal and Private Entities.

Scohil Construction Services has experience in, and the capability to perform, the following construction related activities:-

- 1) Clearing, Grubbing and Site Work
- 2) Storm Water Detention Ponds
- 3) Lime / Cement Soil Stabilization
- 4) Utility Installation including water, sanitary and drainage.
- 5) Wastewater Lift Stations
- 6) Potable Water Pump Stations
- 7) Concrete Structures inc. Pier and Beam Building Slabs
- 8) Concrete Flatwork inc. paving, driveways
- 9) Sanitary Sewer Rehabilitation by Sliplining or Pipebursting

Scohil is fully insured, carrying workers compensation, and a \$2 Million aggregate general liability and \$2 million Umbrella. Scohil is bondable up to a \$ 15 million aggregate project value. Insurance certificate are available upon request.

Scohil Construction Services, LLC is registered with The Texas Department of Transportation and The City of Houston as a Small Business Enterprise (SBE).

Scohil Construction Services, LLC.

All Projects Superintendant is Cirinio Rivera

Completed Construction Projects

Description	Client	Contract Amount	Contact Reference	Date Completed
Water Line Replacement in Woodway Area	City of Houston	\$ 3,164,800.00	Robert Miles	Nov-19
-38,000 lf of 8 & 12" Water Line Installation	City of Houston		832-395-2330	Prime Contractor
-Asphalt and Concrete Repair				
-Trenchless				
Waterline Improvements Phase 1	City of Alvin	\$ 1,283,190.00	Les Dodson	Mar-20
- 6" & 8" 17,500 lf Water Line Installation	LJA Engineers		713-450-4629	Prime Contractor
-Concrete Repair				
-Trenchless				
12" Water Line Repair along I-10 Frontage Road	Memorial Villages Water Authority	\$ 77,737.00	Norman E. Gutierrez	Apr-20
-200 lf 12" Water Line Installation	Langford Engineering, Inc.		713-461-3530	Prime Contractor
-Concrete Repair				
-Trenchless				
N. Rosenberg Water Distribution Improvements Phase VI and Sanitary Sewer Improvements to Serve Candler Road Area	City of Rosenberg	\$ 307,094.00	Llarance Turner	Jul-20
- 3000 lf 6" & 8" Water Line Installation	Kaluza Inc.		281-341-0808	Prime Contractor
-Asphalt and Concrete Repair				
Trenchless				
MUD 238 Morton Road Water Main Extention	MUD 238	\$ 280,144.59	Taylor Reed	Aug-20
- Water Line Installation 2895 lf 8" & Casing	VSC Engineering		713-782-0042	Prime Contractor
-Asphalt and Concrete Repair				
-Trenchless				
Waterline Rehab along Oak Manor Drive, Brier Oak Drive & Surrey Oak Court	Oak Manor MUD	\$ 228,177.00	Les Dodson	Aug-21
-1965 lf 8"Water Line Installation	LJA Engineering		713-450-4629	Prime Contractor
-Concrete Repair				
-Trenchless				
New Water System - Water Distibution System (Contract A) City of Patton Village	City of Patton Village	\$ 4,254,486.00	Miles Fabian	Sep-21
- 21,000 lf of 8"Water Line Installation	AEI Engineering		281-350-7027	Prime Contractor
- Concrete Repair				
-Trenchless				
Emerald Forest UD 4" Force Main to Serve Lift Station No. 5	Emerald Forest UD	\$ 441,900.00	Daniel Ramos	Apr-22
- 4,500 LF 4" Force Main Installation	AEI Engineering		281-350-7027	Prime Contractor
Trenchless				
- Concrete Repair				
City of Katy 11th Street Water Line Replacement Project	Emerald Forest UD	\$ 441,900.00	Bobby Vasek	Apr-22
- 1,720 LF 8"Water Line Installation	ARKK Engineers, LLC		713-400-2755	Prime Contractor
Trenchless				
- Concrete Repair				
Oakbrook & Oakbrook Estates Water Quality	City of Pearland	\$ 562,130.40	Morgan Early	Mar-22
- 4,600 lf 6" & 8" Water Line Installation	Trer ARKK Engineering		281-652-1734	Prime Contractor
- Concrete Repair				

City of Richwood 2021 CDBG Walnut

Drive Water Main	City of Richwood	\$	117,970.00	Morgan Ruiz	Jun-22
- 1,525 LF 6" & 8" Water Line Installation					
Trenchless	Strand Associates			979-836-7937	Prime Contractor
- Concrete Repair					

Eastex Phase 2 for HC WCID # 74	D&W Contractors, Inc.	\$	1,402,890.00	Dave Sidwell	Oct-22
- 6,325 lf 4", 6" & 8" Water Line Installation	ARKK Engineering			281-456-0898	Subcontractor
- Concrete Repair					

Description	Client	Contract Amount	Contact Reference	Date Completed	
12" Emergency Interconnect with Faulkey Gully MUD	Malcomson Road UD	\$	219,830.00	Jake Kocurek	Oct-22
- 765 lf 12" Water Line Installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
- Concrete Repair					
WA-01 Highway 6 West Water Line Extension Project (IFB #22-243)	City of Missouri City	\$	210,590.00	Madhu Kilambi	Oct-22
- 1185 lf 12" Water Line Installation	ARKK Engineering		713-400-2755	Prime Contractor	
Trenchless					
- Concrete Repair					
Off-Site 16" & 12" Water Line to Serve The Circle Oak Development	Fort Bend County MUD No. 207	\$	816,230.00	Nicholas Hollek	Jan-23
- 1662 lf 16" & 500 lf 12" Water Line Installation	LJA Engineering		713-953-5200	Prime Contractor	
Trenchless					
- Concrete Repair					
Champions West Water Line Replacement	Champions MUD	\$	3,398,997.00	Adam Anderson	Aug-23
-18,677 lf 8" Water Line Installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
- Concrete Repair					
Champions South Water Line Replacement	Champions MUD	\$	2,582,106.00	Adam Anderson	Apr-24
-16,162 lf 8" Water Line Installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
Force Main & Water Line Relocation for E132-00-00 Improvements	HCFWSD No. 61	\$340,779.00	Brent Flischer	May-24	
-330 lf 8" Water Line installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
and 631 lf 6" & 8" Sanitary Sewer					
Waterline Rehabilitation	Memorial Club Townhomes Assoc	\$211,260.50	Brian Doolittle	Aug-24	
-1138 6", 4" & 2" Water Line Installation	LJA Engineering		713-657-6027	Prime Contractor	
Trenchless					

Schoil Contruction Services - Construction Projects in Progress

Description	Client	Contract Amount	Contact Reference	Est. Date Completed
Transco/UTLX Water Line Extension	Sheldon Road MUD	\$985,540.00	Ryan Nokelby	Dec-24
-5000 6", 12" & 20" Water Line Installation	HDR Engineering, Inc.		713-622-9264	Prime Contractor
Trenchless				

SCOHIL Construction Services, LLC.

18534 Mueschke Road
Cypress, Texas 77433

George M. Scoular

George M. Scoular

Education:

B.Sc., Civil Engineering, University of Glasgow,
Glasgow, Scotland, 1980

Continuing Education:

Micro-Tunnel Short Course, Colorado School of
Mines, Golden, Colorado, 1996

Memberships:

The Gulf Coast Trenchless Association

American Society of Military Engineers

Experience:

Business Owner, Scohil Construction Services, LLC.
Houston, Texas
April 2003 – Present.

Operations Manager, Environmental Engineers and
Constructors, Inc., Houston, Texas
April 2000 – April 2003.

Project Manager, William H. Gray Construction Co.,
Inc., Houston, Texas
June 1993 – April 2000.

Project Manager / Project Engineer, National
Projects, Inc., Houston, Texas
June 1987 – June 1993.

Site Manager, Houston Patio and Garden Center,
Houston, Texas
May 1982 – May 1987.

Design Engineer, Brown and Root, Inc., Houston,
Texas
September 1981 – May 1982.

Fields of Experience:

Mr. Scoular formed Scohil Construction Services, LLC. to offer the services of a quality oriented and multi-faceted construction firm to the construction industry. Scohil Construction personnel offer expertise in building reinforced concrete structures, drilled pier and beam building slabs, lift stations, shallow utility installation, sanitary sewer rehabilitation, tunneling, concrete flat work and construction management.

As Operations Manager for Environmental Engineers and Constructors, Mr. Scoular brought his knowledge, experience and work crews to launch EEC into the sanitary sewer rehabilitation market.

As a Project Manager for William H. Gray Construction, Mr. Scoular played an instrumental role in the establishment and start-up of the company's underground excavation / construction operations and taking the company from open-cut excavation in to micro-tunnel technology, as well as into the rehabilitation market. He was responsible for reviewing and evaluating bids for construction, conducting pre-bid surveys, and utilizing DAES (Computer Aided Estimating System) and manual calculations in the

development of bids and proposals. He negotiated subcontractor agreements, maintained materials and labor costs, prepared reports and correspondence to include Requests for Information, Requests for Proposals, and Change Orders. He handled the recruiting, hiring, training, and supervising of up to 35 skilled project crew members comprised of project foreman, operators, miners, and welders, as well as coordinating, scheduling, and supervising subcontractors and monitoring the performance and quality of workmanship, authorizing construction draws and payment of invoices. He interfaced directly with City Designers, Engineers, Inspectors, and Laboratory Technicians, as well as corporate Controller, President, Chief Estimator, and vendors, suppliers, equipment manufacturers, etc.

As Project Manager / Project Engineer for National Projects, Inc., Mr. Scoular established and maintained line and grade for Tunnel Boring Machine (TBM) utilizing laser technology, and survey prisms to guide TBM through horizontal and vertical curves. He coordinated and managed all engineering aspects required for completion of excavation and installation

of steel pipe and reinforced concrete liners, negotiated and submitted change orders, and commissioned waterline and sewer projects.

As Site Manager for Houston Patio and Garden Center, Mr. Scoular coordinated new start-up of six retail locations while managing daily operations of the Katy, Texas store. He recruited, hired, trained, and supervised activities of personnel, coordinated and trained personnel for new start-up locations, and monitored and maintained merchandising and display construction. He developed and implemented store policies and procedures, and served as company liaison in the proper handling and usage of chemicals throughout all store locations.

As Design Engineer for Brown and Root, Inc. Mr. Scoular designed and created rough and finished drawings of steel offshore jackets and drilling platforms, and earthquake design and checked on large machinery foundations and steel buildings. He played an instrumental role in the standardization of in-house deck designs, to include lifts and punching shear and ring stress analysis. He developed reinforced concrete structural designs to include beams, walls, floor slabs, and foundations. He extensively utilized the in-house computer aided design software programs in the development of rough and finished drawings.

Mr. Scoular is an accomplished individual offering a Bachelor's Degree in Civil Engineering and over twenty years of successful experience encompassing Project Cost Estimator, Project Manager, Project Engineer, and Design Engineer within the heavy construction industry. He is skilled in the examination and evaluation of financial data, profit and loss analysis, management procedures, and implementation of controls. Areas of expertise include labor and materials cost estimating, budget development and administration, vendor and supplier sourcing and qualification, contract negotiation and administration, and personnel development and supervision

Mr. Scoular's project experience includes:

Construction and Management

- Managed the City of Houston, Galleria Relief Sewer Project comprised of a 12,170 linear foot soft ground sewer tunnel with a 66 inch concrete jacking pipe, 55 inch Hobas fiberglass pipe in rib and lagging tunnel with lightweight cellular concrete backfill. Project valued in excess of \$9.3MM.
- Served as Project Engineer for the \$13.9MM Clinton Drive – East Water Plant project in Galena Park, Texas, comprised of a 14,000 lineal foot soft ground water tunnel, utilizing a 121 inch Lovat Tunnel Boring Machine with rib and board primary support, 96 inch welded steel pipe, four large diameter butterfly valves, epoxy lining of steel pipe, and concrete grout backfill.
- Requested to serve as Project Engineer on the \$12.7 MM Central Arizona Water Distribution System project in Tucson, Arizona which was over budget and past completion due date. Restructured overall project, comprised of 8,500 linear foot soft rock water tunnel serving as final link of the project, supervised all engineering aspects required for completion of the excavation, installed steel pipe and reinforced concrete liner, and completed project with minimal costs, approval of the Federal Bureau of Reclamation, and without liquidated damages.
- Served as Lead Project Engineer at the corporate level with Morrison Knudsen Corporation in Boise, Idaho (1989-1992) developing cost estimates and proposals for new domestic and international projects ranging in value from \$12MM to \$60MM per project.
- Managed City of Houston \$6.7MM Harwin Street Project. Comprised of 14,000 linear foot open cut watermain construction of 36 to 54 inch concrete pipe. 350 linear feet of 86 inch Akkerman Tunnel Boring Machine with gasketed liner plate primary support, 60 and 80 inch hand excavation with liner plate primary support, 48 inch Hobas Jacking Pipe with hand excavation. Installation and grouting of pipe in tunnel.
- Managed the 48-inch river crossing project in San Marcos, Texas comprised of jacked steel casing and hand excavation, shaft liner plate excavation, and lightweight cellular concrete backfill, for a total bid value of \$250K.
- Bid, secured, and managed six micro-tunnel projects as part of the 1.2 billion dollar City of Houston 5-year EPA Moratorium to upgrade City's waste water system, with contract awards ranging between \$3.7MM up to \$6.2MM per project.
- Managed \$2.8 MM Lawndale/Telephone Road Relief Project utilizing micro-tunneling on a 24-hour operation.
- Managed the Forest Hill Relief Sewer Project at \$700K, resulting in the company receiving its first City of Houston's Customer Service Award.
- Managed the \$3.7MM Bennington Relief Project, a 24-hour operation utilizing two micro-tunnel boring machines
- Managed the \$4.7MM Antoine/Long Point Relief Sewer Project, a 24-hour operations utilizing two micro-tunnel boring machines.
- Managed the \$5.9MM Westheimer Relief Sewer Project, a 24-hour operations utilizing three micro-tunnel boring machines and resulting in the company receiving the City of Houston's Customer Service Award.
- Managed the \$1MM micro-tunnel portion of The San Jacinto Sewer Relief in Conroe, Texas.

- Managed and procured new equipment for the \$3.7MM City of Houston Sims Bayou Sewer Rehabilitation Project, Comprised of 70,000 lf of Sliplining and Pipebursting. Trained crews and project management to expand the company's presence in the sewer rehabilitation market.
- Managed the \$1.5MM City of Bellaire Rehabilitation Project comprised of 8", 12", 16" and 18" pipebursting.
- Managed the \$3.2MM & \$2.8MM City of Houston Sanitary Sewer Rehabilitation in Sims Bayou & Upper Brays comprising of sliplining, pipebursting and manhole rehabilitation.
- Managed the \$700K City of Houston Windswept Lift Station replacement. 16.5 ft dia x 29 ft deep concrete caisson structure, electrical, odor control structure and site paving.
- Managed the \$900K City of Houston rehabilitation of Dairy Ashford #5, Heather Ridge, Walden Place and Longwoods Lift Stations.
- Managed the \$2.7MM concrete point repairs and asphalt overlay "Completion Contract" on behalf of the surety for The City of Bellaire.
- Managed the \$2.2MM City of Houston Chocolate Bayou Wastewater Treatment Plant Expansion to include construction of a new 5,000 sf Blower Building. The building included drilled pier and beam foundation, concrete block wall with brick façade. Storm water drainage improvements and concrete site paving.
- Managed \$340K "Completion Contract" for St Paul Surety Co .to complete Woodtrace MUD #1 Development. Contract consisted of concrete pavement, storm sewer, drainage and waterline.
- Subcontracted construction of several Water Storage Tank ringwall foundations and installation of 12" welded steel waterline for City of Houston facilities.
- Subcontacted over \$6MM of "Takeover" and "Completion Contracts" on behalf of several surety companies. Contracts have included waterline testing and repairs, sanitary sewer, manhole testing and repairs, concrete pavement replacement and repairs, storm sewer drainage, cleaning, testing and repairs. All contracts were completed and accepted by the respective owners.

Cirinio Rivera
Houston, Texas 77039
(713) 875-5527

Objectives

To capitalize and expand on experience and proven capabilities in a more challenging position.

Experience

Scohil Construction Services, LLC
April 2003 – Present

Superintendent

Supervise field work for Scohil Construction, order materials, equipment and coordinated work with subcontractors. Projects included: Waterline installation, testing and tie-ins. Sanitary and storm sewer, installation, repairs and testing. Lot clearing and drainage installation. Concrete flatwork and specialized structures, grading, form setting, steel and concrete placement.

Environmental Engineers and Constructors II, Ltd. (EEC)
May 2000 – April 2003

Site Foreman

Supervised rehabilitation crew in all aspects of rehabilitation of existing sanitary sewers, specializing in Pipebursting and Sliplining. Supervised crew in Rehabilitation of Lift Stations, Site Paving, Mechanical incl. Valves and Piping, Setting Forms to Grade for Building Footings and Various Concrete Structures.

Wm. H. Gray Construction Co.
October 1994 – May 2000

Working Foreman & Tunnel Machine Operator

Specialized in Micro-Tunnel Construction utilizing Iseki remote controlled / Laser Guided Slurry Machines using VCP, FRP and Steel Pipes up to 60" diameter.

Responsible for Sliplining and Pipebursting Crew incl. Butt Fusion of HDPE Pipe, Operations of TT Technologies Rehabilitation equipment – Hydrostatic Winch and Pneumatic Hammers.

Neon Electric
August 1991 – September 1994

Welder

Fabricated steel framework, signs

Key Points:

Self Starter

Equipment Operator inc. Rubber Tire and Trackhoe, Skid Steer Loaders

Layout Projects from Blueprints

Shoot Grades and Set Lazer

Certified Welder

References Available Upon Request.

SCOHIIL Construction Services, LLC

18534 Mueschke Rd
Cypress, TX 77433

Phone: 281-955-8375 Fax: 281-955-0570
e-mail: lucy@scohil.com

COMPANY EQUIPMENT

2007 Caterpillar 420E Loader Backhoe

2007 Caterpillar 247B Multi Terrain Loader

1993 Ingersol-Rand DD-24 Asphalt Roller

(2) 2006 Airman 185 CFM Air Compressor

2019 Caterpillar 420F2-It

2011 AH300 Boring Machine

2014 Caterpillar 420F-IT

2014 Caterpillar 420F-IT

2016 CAT 420FIT

2017 Bobcat E85 Excavator

2021 Bobcat E88 Excavator

2022 Kato Mini Excavator

Bank, Accountant and Surety References

Bank

Information:

Frost Bank
20002 NW. Fwy
Jersey Village, Texas 77065
Contact: Steve Gleinser or Melissa Davis
(713) 388-1710 -P
Account –50 3106667/50 3206661 Originated 09/2021
Line of Credit \$ 300,000.00

Surety

Information:

Travelers Casualty & Surety Company of America
4650 Westway Park Blvd.
Houston, TX 77041-2036
Contact: Richard W. Sauer
281-606-8418-P
281-606-8436-F
Agent – Southern American Insurance Co. 281-890-9294
Bonding coverage 15 Million Aggregate Project Value

Accountant

Information:

Tange, Mann and Garza P.C.
1415 North Loop W, #210
Houston, TX 77008
Contact: Robert Mann
713-880-1120-P
713-880-1388-F

SCOHIL Construction Services, LLC

18534 Mueschke Road
Cypress, Texas 77433

Phone: 281-955-8375 Fax: 281-955-0570
e-mail: lucy@scohil.com

References

ARKK Engineering
Madhu Kilambi
713-400-2755

LJA Engineering:
Jimmy Flowers, P.E.
713-657-6013

Lockwood, Andrews & Newnam, Inc.
Jake W. Kocurek, P.E.
713-821-0433

AEI Engineering
Miles W. Fabian, P.E.
Project Manager
281-569-0457

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

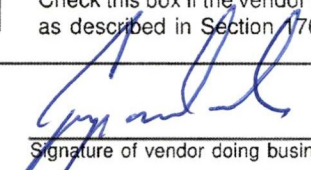
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

09/17/2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scohil Construction Services, LLC
Cypress, TX United States

Certificate Number:
2024-1214674

Date Filed:
09/16/2024

Date Acknowledged:

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

City of Alvin

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

B-24-03
Waterline Improvements - Phase 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scoular, George	Cypress, TX United States	X	

5 Check only if there is NO Interested Party.

☐

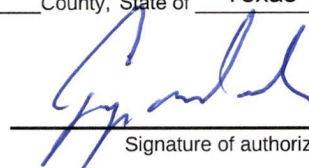
6 UNSWORN DECLARATION

My name is George Scoular, and my date of birth is 01/25/1958.

My address is 18534 Mueschke Road, Cypress, TX, 77433, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 17th day of Sept, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Office of the Secretary of State

CERTIFICATE OF ORGANIZATION OF

SCOHIL CONSTRUCTION SERVICES, L.L.C.

Filing Number: 800198627

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/29/2003

Effective: 04/29/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

ARTICLES OF ORGANIZATION

OF

SCOHIL CONSTRUCTION SERVICES, L.L.C.

FILED
In the Office of the
Secretary of State of Texas

APR 29 2003

Corporations Section

I, the undersigned natural person of the age of eighteen years or more, acting as organizer of a limited liability company under the Texas Limited Liability Company Act, do hereby adopt the following Articles of Organization for such limited liability company:

ARTICLE I

The name of the limited liability company, referred to in these Articles as the "Company", is **SCOHIL CONSTRUCTION SERVICES, L.L.C.**

ARTICLE II

The period of duration of the Company is perpetual.

ARTICLE III

The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Texas Limited Liability Company Act.

ARTICLE IV

The address of the Company's initial registered office is 139 Selkirk Drive, Sugar Land, Texas 77479.

The Company's initial registered agent at that address is Harry J. Hilton.

ARTICLE V

The Company is to be managed by a manager or managers. The names and addresses of the persons who are to serve as managers until the first annual meeting of members or until their successors are elected and qualified are as follows:

Harry J. Hilton
139 Selkirk Drive
Sugar Land, Texas 77479

George M. Scoular
8402 E. Copper Lakes Dr.
Houston, Texas 77095

ARTICLE VII

The name and address of the organizer is as follows:

MONTE S. DONALDSON
4615 Southwest Freeway, Suite 600
Houston, Texas 77027

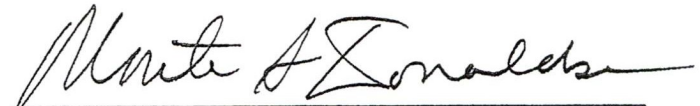
ARTICLE VIII

No manager of the Company shall be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except for liability of a manager for (i) a breach of a manager's duty of loyalty to the Company or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the managers to the Company or an act or omission which involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's position, or (iv) an act or omission for which the liability of a manager is expressly provided for by an applicable statute. If the Texas Limited Liability Company Act, the Texas Business Corporation Act, the Texas Miscellaneous

Corporation Laws Act, or other applicable law is amended to authorize action further eliminating or limiting the liability of managers, then the liability of a manager of the Company shall be eliminated or limited to the fullest extent permitted by the Texas Limited Liability Company Act, the Texas Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended.

Any repeal or modification of the foregoing paragraph by the members shall not adversely affect any right or protection of a manager existing at the time of such repeal or modification.

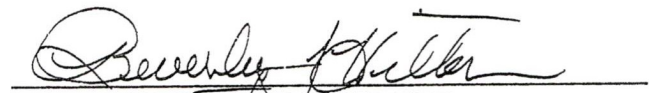
IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of APRIL, 2003.

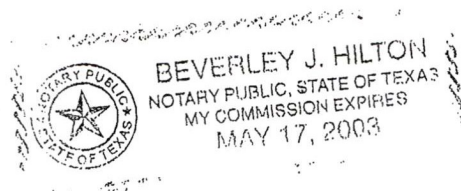


MONTE S. DONALDSON, Organizer

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

April SWORN TO by MONTE S. DONALDSON on this the 25th day of April, 2003.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS





Office of the Secretary of State

April 30, 2003

Lawyers Aid Service
408 W. 17th, Ste. 101
Austin, TX 78701 USA

RE: SCOHIL CONSTRUCTION SERVICES, L.L.C.
File Number: 800198627

It has been our pleasure to file the articles of organization and issue the enclosed certificate of organization evidencing the existence of the newly created limited liability company.

Unless exempted, limited liability companies are subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the company at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the company. The first year franchise tax return will be due a year and ninety days following organization. Thereafter, an annual franchise tax return is due in May of each year. If you need to contact the Comptroller about franchise taxes, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555.

Limited liability companies do not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the company needs to amend one of the provisions in its articles of organization. It is important for the company to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in involuntary dissolution of the company.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure



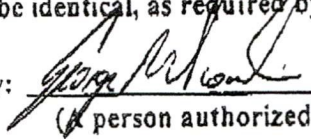
Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

COPY

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is Sehul Construction Services, LLC
and the file number issued to the entity by the secretary of state is 800198627
2. The entity is: (Check one.)
 - ☐ a *business corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.
 - ☐ a *non-profit corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.
 - ☒ a *limited liability company*, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.
 - ☐ a *limited partnership*, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.
 - ☐ an *out-of-state financial institution*, which has authorized the changes indicated below in the manner provided under the laws governing its formation.
3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 135 Selkirk Drive, Sugar Land, Texas 77079
4. ☒ A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)
8402 East Copper Lakes Drive, Houston, Texas 77095
OR ☐ B. The registered office address will not change.
5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Harry J. Hilton
6. ☒ A. The name of the NEW registered agent is George M. Scowlar
OR ☐ B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: 
(A person authorized to sign
on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.
2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.
3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.
4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00 ✓
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

SCOHL CONSTRUCTION SERVICES, L.L.C.

FINANCIAL STATEMENTS

Years Ended April 30, 2024 and 2023

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Member
Scohil Construction Services, L.L.C.
Houston, Texas

We have reviewed the accompanying financial statements of Scohil Construction Services, L.L.C. (a corporation), which comprise the balance sheets as of April 30, 2024 and 2023, and the related statements of operations and member's equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Scohil Construction Services, L.L.C and to meet our other ethical responsibilities, in accordance with relevant ethical requirement related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 and 2 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Tange, Mann + Garga

September 6, 2024

SCOIL CONSTRUCTION SERVICES, L.L.C.
BALANCE SHEETS

ASSETS

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Current Assets:		
Cash	\$ 1,855,282	\$ 1,002,856
Contract receivables:		
Trade	308,336	421,752
Retainage receivable	<u>168,255</u>	<u>-</u>
	476,591	421,752
Costs and estimated earnings in excess of billings	-	267,849
Income tax receivable	<u>-</u>	<u>57,447</u>
Total Current Assets	<u>2,331,873</u>	<u>1,749,904</u>
Property and Equipment:		
Machinery and equipment	1,027,800	1,018,637
Automobile and trucks	319,789	304,427
Furniture and fixtures	17,267	16,306
Building and improvements	531,183	529,258
Land	<u>282,559</u>	<u>282,559</u>
	2,178,598	2,151,187
Less accumulated depreciation	<u>1,163,482</u>	<u>1,122,403</u>
Net Property and Equipment	<u>1,015,116</u>	<u>1,028,784</u>
Other Non-Current Assets:		
Deposits	<u>6,598</u>	<u>4,589</u>
Total Other Non-Current Assets	<u>6,598</u>	<u>4,598</u>
Total Assets	<u>\$ 3,353,587</u>	<u>\$ 2,783,286</u>

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
BALANCE SHEETS (CONTINUED)

LIABILITIES AND MEMBER'S EQUITY

	April 30,	
	<u>2024</u>	<u>2023</u>
Current Liabilities:		
Current maturities of long-term debt	\$ 10,921	\$ 66,732
Accounts payable – trade, including retainage payable of \$-0- in 2024 and 2023	154,835	109,231
Accrued expenses:		
Payroll and payroll taxes	23,613	21,885
Federal income tax payable	97,000	-
State income tax payable	<u>11,078</u>	<u>12,212</u>
Total Current Liabilities	<u>297,447</u>	<u>210,060</u>
Long-term Debt, net of current portion	-	56,230
Deferred Federal Income Taxes	<u>58,000</u>	<u>61,000</u>
Total Liabilities	355,447	327,290
Member's Equity	<u>2,998,140</u>	<u>2,455,996</u>
Total Liabilities and Member's Equity	<u>\$ 3,353,587</u>	<u>\$ 2,783,286</u>

See accompanying notes and independent accountants' review report.

SCOIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

	Year Ended April 30,	
	2024	2023
Contract revenues earned:		
Contracts completed	\$ 4,107,985	\$ 3,007,728
Contracts in progress	-	2,380,791
Total revenue	4,107,985	5,388,519
Direct costs:		
Payroll	631,328	577,445
Payroll taxes	48,417	44,403
Workers compensation insurance	13,615	12,485
Materials	1,179,455	2,075,885
Subcontracts	21,165	569,169
Equipment rentals	153,149	49,498
Hauling charges	112,705	127,776
Fuel	29,590	38,408
Permits and bonds	45,070	64,287
Other direct costs	70,879	75,103
	2,305,373	3,634,459
Other direct costs not allocated to individual jobs:		
Payroll	48,662	80,458
Payroll taxes	2,483	4,717
Workers compensation insurance	478	(842)
Equipment maintenance	62,887	69,201
Other costs	4,551	10,218
Depreciation	87,230	87,034
	206,291	250,786
Field profit	1,596,321	1,503,274
General and administrative expenses:		
Travel and transportation expense	110,163	128,806
Bank charges	607	189
Depreciation	14,838	15,391
Insurance	139,028	119,236
Interest	1,307	5,591

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY (CONTINUED)

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
General and administrative expenses (continued):		
Payroll	\$ 455,198	\$ 322,231
Payroll taxes	29,001	21,899
Office supplies and expense	4,401	8,990
Professional fees	21,847	25,108
Repairs and maintenance	34,644	36,909
Taxes - other	30,783	31,558
Telephone	6,860	10,633
Utilities	9,806	7,805
Pension, profit sharing contribution	19,538	14,221
Miscellaneous	33,675	22,697
	<u>911,696</u>	<u>771,264</u>
Operating income	<u>684,625</u>	<u>732,010</u>
Other income (expense):		
Gain (loss) on asset disposals	(9,871)	(3,663)
Interest income	25,468	23,040
Other income	-	-
	<u>15,597</u>	<u>19,377</u>
Income before income taxes	<u>700,222</u>	<u>751,387</u>
Provision for income taxes:		
Current	161,078	165,319
Deferred	(3,000)	(4,000)
	<u>158,078</u>	<u>161,319</u>
Net income	542,144	590,068
Member's equity - beginning of year	2,455,996	1,874,928
Distribution of equity	-	(9,000)
Member's equity - end of year	<u>\$ 2,998,140</u>	<u>\$ 2,455,996</u>

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF CASH FLOWS

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
Cash flows from operating activities:		
Net income	\$ 542,144	\$ 590,068
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	102,068	102,425
Deferred income taxes	(3,000)	(4,000)
Loss (gain) on asset disposals	9,871	3,663
	<u>651,183</u>	<u>692,156</u>
Changes in operating assets and liabilities:		
Decrease (increase) in operating assets:		
Accounts receivable	(54,839)	(42,133)
Costs and estimated earnings in excess of billings	267,849	(146,519)
Federal income tax receivable	57,447	177,118
Water meter deposit	(2,000)	(3,348)
Increase (decrease) in operating liabilities:		
Accounts payable	45,604	(56,098)
Accrued expenses	1,728	2,181
Federal income tax payable	97,000	-
Sales income taxes payable	(1,134)	10,378
	<u>1,062,838</u>	<u>633,735</u>
Cash flows from investing activities:		
Purchase of property and equipment	(98,271)	(77,947)
Distribution of equity	-	(9,000)
	<u>(98,271)</u>	<u>(86,947)</u>
Cash flows from financing activities:		
Payments of long-term borrowings	(112,041)	(69,496)
	<u>(112,041)</u>	<u>(69,496)</u>

See accompanying notes and independent accountants' review report.

SCOIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF CASH FLOWS (CONTINUED)

	Year Ended April 30,	
	2024	2023
Increase (decrease) in cash	\$ 852,426	\$ 477,292
Cash - beginning of year	1,002,856	525,564
Cash - end of year	<u>\$ 1,855,282</u>	<u>\$ 1,002,856</u>
Supplemental disclosures:		
Federal and state income taxes paid	<u>\$ 220,000</u>	<u>\$ 63,728</u>
Interest paid	<u>\$ 1,307</u>	<u>\$ 5,591</u>

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 1 - Nature of Business and Significant Accounting Policies

Nature of Business - Scohil Construction Services, L.L.C. is a limited liability company organized and existing under the laws of the State of Texas. The Company's operations consist of site work, utility installation, and concrete and asphalt paving.

Revenue and Cost Recognition - The Company evaluates its contracts with customers to identify the promised goods or services and recognizes revenue for the identified performance obligation at the amount the Company expects to be entitled in exchange for those goods or services. A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. A construction contract is a single performance obligation that is satisfied over time. Payment is also due overtime in installments, based on project phases as specified in the contract, with a final payment due at the time the contract is completed, and the customer accepts the property. The Company recognizes revenues from fixed-price construction contracts using the cost-to-cost input method which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. No field profit is recognized on contracts less than fifteen percent complete.

When bidding a job, the Company uses bid unit pricing based on fixed quantities. Field conditions may cause quantity overruns or underruns, which normally don't exceed 5% and for which payment is negotiated. Most contracts provide for liquidated damages if the job is completed late without cause. No liquidated damages were assessed in fiscal 2024 and 2023.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting are accounted for as changes in estimates in the current period but are limited to an amount that would not result in a significant reversal of revenue in future periods. The Company generally warrants its work for one year after the date that substantial completion has been agreed to. Warranty costs for the years ended April 30, 2024 and 2023 were immaterial.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 1 - Nature of Business and Significant Accounting Policies (continued)

The contract asset, "Costs and estimated earnings in excess of billings", represents revenue recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings", represents billings in excess of revenues recognized.

Cash and Cash Equivalents - For the purpose of the balance sheet and the statement of cash flows, the Company considers all short-term investments with an original maturity of three months or less to be cash equivalents.

Property, Equipment and Depreciation - Property and equipment are stated at cost. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following estimated useful lives:

Machinery and equipment	5 - 7 years
Automobiles and trucks	5 - 7 years
Furniture and fixtures	5 - 7 years
Building and improvements	15 - 40 years

Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those amounts.

New Accounting Pronouncements – Effective April 1, 2022, the Company adopted a new lease standard promulgated by Accounting Standard Update (ASU) 2016-02, *Leases* (ASC topic 842), and subsequent amendments. In accordance with ASU 2016-02, the Company is required to capitalize lease assets and lease obligations on its balance sheet for all equipment and real estate leases with remaining lease term that exceeds 12 months, and to provide certain disclosure related to those leases. Short-term rental under year-to-year leases, or remaining lease term of 12 months or less are exempt from being capitalized. As of the date of the report, the Company has not engaged in any leases that fall under the new lease standard.

The Company's management is not aware of any other new pronouncements that have been released and not yet effective, which could possibly have a significant impact to its financial position or results of operations in future periods.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 2 - Concentration of Credit Risk

Scohil Construction Services, L.L.C. maintains cash accounts in two banks. The amounts in excess of Federal Deposit Insurance Corporation amounts are subject to loss should the bank fail. As of April 30, 2024 and 2023, the amount of cash deposits in excess of federal insurance limit (FDIC) was \$1,604,781 and \$752,355, respectively.

The Company provides services for and grants credit to customers in Houston and the surrounding area.

Note 3 - Accounts Receivable

Accounts receivable are reported at the amount management expects to collect from outstanding balances. Based on management's assessment of the credit history with those having outstanding balances and current relationships with them, it has concluded that as of April 30, 2024 and 2023 no allowance for doubtful accounts was necessary. Receivables are considered past due or delinquent based on contractual terms. Receivables are written off based on individual credit evaluation and specific circumstances.

Note 4 - Significant Estimates

As stated in Note 1, the Company uses the percentage of completion method for recognizing revenue earned on contracts in progress. The reliability of this method for determining revenue earned to date is dependent on the accuracy of the contract amounts and management's estimate of the cost to complete the contracts. Contract amounts are determined based on the amended original estimate of the unit quantities multiplied by the unit prices. It is reasonably possible that future quantity variances could occur due to changes in the scope of the original contract or due to differences in actual quantities incurred upon completion from those originally estimated at inception of the contract. Management's estimates of cost to complete contracts in progress at the balance sheet date could change due to unpredictable events such as adverse weather. Significant changes in the contract amounts or total estimated cost could materially affect the revenue and net income reported on the statement of operations and member's equity.

SCOIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 5 - Note Payable

The Company has a \$300,000 line of credit that expires on October 1, 2024. Interest is payable monthly. The interest rate on this note is subject to change from time to time based on the prime rate as quoted in the most recently published issue of the Wall Street Journal. The interest rate can not be less than 3.5% per annum or more than the maximum rate allowed by applicable law. The note is secured by substantially all assets of the Company and the guaranty of member. At April 30, 2024 and 2023, the outstanding balance was \$-0-.

Note 7 - Cost and Estimated Earnings on Contracts in Progress

Cost and estimated earnings on contracts in progress at April 30 consist of the following:

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Cost to date	\$ -	\$ 1,365,612
Estimated earnings	-	1,015,179
	-	2,380,791
Less billings to date	-	2,112,942
	<u>\$ -</u>	<u>\$ 267,849</u>

Included in the accompanying balance sheet under the following caption:

Cost and estimated earnings in excess of billing	<u>\$ -</u>	<u>\$ 267,849</u>
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>\$ -</u>	<u>\$ -</u>

Note 8 – Surety Bond

The Company, as conditions for entering into construction contracts, has outstanding surety bonds of approximately \$1,335,000. The bonds are partially collateralized by contract receivables.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 9 - Major Customers

For the years ended April 30, 2024 and 2023, the Company had revenues in excess of 10% of its gross revenues attributable to two and three customers, respectively. Total revenue and accounts receivable from these customers were:

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
Revenues	\$ 3,611,130	\$ 4,497,077
Accounts receivable	133,602	421,752

Note 10 - Backlog

The following schedule summarizes changes in backlog amounts on contracts during the year ended April 30, 2024 and 2023. Backlog represents the amount of revenue the Company expects to realize from contracts in progress at year end and contractual agreements on work which has not yet begun.

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Backlog balance at beginning of year	\$ 3,518,206	\$ 2,714,455
New contracts added during the year	<u>2,575,359</u>	<u>6,192,270</u>
	6,093,565	8,906,725
Less contract revenues earned during the year	<u>4,107,985</u>	<u>5,388,519</u>
Backlog balance at end of year	<u>\$ 1,985,580</u>	<u>\$ 3,518,206</u>

Note 11 - Income Taxes

As a single member limited liability company, the Company has elected to be taxed as a C corporation. Deferred federal income taxes are provided for the difference between financial and taxable income resulting from the use of the cash method and the Modified Accelerated Cost Recovery System for federal income tax purposes.

SCOHL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 11 - Income Taxes (continued)

The difference between the effective and statutory rates can be attributed to the following:

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
Federal tax provision at statutory rates	\$ 147,047	\$ 157,791
Nondeductible expenses	968	2,137
State income tax, net of federal tax benefit	8,752	9,647
Under accrual prior year income tax benefit	-	(11,621)
Other	<u>1,311</u>	<u>3,365</u>
	<u>\$ 158,078</u>	<u>\$ 161,319</u>

Management is not aware of any uncertain tax positions that would have a significant impact on its financial position. The last four tax years are subject to IRS audit.

Note 12 - Long-Term Debt

Long-term debt consists of the following:

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Installment note payable to auto finance company in monthly installments of \$1,339 including annual interest of 7.44%, maturing in September 2024, collateralized by a 2018 Dodge Dually Truck	\$ -	\$ 13,428
Installment note payable to financial institution in monthly installments of \$2,495 including annual interest of 4.95%, maturing in October 2025, collateralized by land, building and improvements, and personal guarantee of member	-	72,340

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 12 - Long-Term Debt (continued)

Installment note payable to equipment finance company in monthly installments of \$2,289 including annual interest of 0%, maturing in October 2024, collateralized by an E88 Bobcat Excavator	10,921	37,194
	10,921	122,962
Less current maturities	-	66,732
	<u>\$ 10,921</u>	<u>\$ 56,230</u>

The following are maturities of long-term debt:

<u>Year Ending April 30,</u>	<u>Amount</u>
2025	10,921
	<u>\$ 10,921</u>

Note 13 - Employee Retirement Plan

Beginning in November 2015, the Company established a 401(k) retirement plan that covers substantially all full time employees of the Company who are at least 18 years of age and have one year of service, as defined by the plan. The Company makes matching contributions up to 3.0 percent of an employee's eligible compensation. The maximum normal employee contribution is \$23,000. Employees age 50 or older can contribute an additional \$7,500. The Company, at its discretion, can also make a profit sharing contribution. The contribution expense was \$19,538 for the year ended April 30, 2024 and \$14,222 for the year ended April 30, 2023.

Note 14 - Subsequent Events

Subsequent events were evaluated through the date of the independent accountants' review report, the date that the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

SCOIL CONSTRUCTION SERVICES, L.L.C.
SCHEDULE 1 - CONTRACTS COMPLETED
Year Ended April 30, 2024

<u>Customer/Description</u>	<u>Company Total</u>			<u>Before May 1, 2023</u>			<u>Year Ended April 30, 2024</u>		
	<u>Revenues</u> <u>Earned</u>	<u>Cost of</u> <u>Revenues</u>	<u>Gross Profit</u> <u>(loss)</u>	<u>Revenues</u> <u>Earned</u>	<u>Cost of</u> <u>Revenues</u>	<u>Gross Profit</u> <u>(loss)</u>	<u>Revenues</u> <u>Earned</u>	<u>Cost of</u> <u>Revenues</u>	<u>Gross Profit</u> <u>(loss)</u>
Champions MUD Waterline	\$ 3,450,307	\$ 1,941,252	\$ 1,509,055	\$ 2,380,791	\$ 1,365,612	\$ 1,015,179	\$ 1,069,516	\$ 575,640	\$ 493,876
Champion South Waterline	2,541,614	1,495,308	1,046,306	-	-	-	2,541,614	1,495,308	1,046,306
D&W Wallisville Rd. to N. Main	160,526	110,670	49,856	-	-	-	160,526	110,670	49,856
HC FWSD No. 61	336,329	123,755	212,574	-	-	-	336,329	123,755	212,574
	<u>\$ 6,488,776</u>	<u>\$ 3,670,985</u>	<u>\$ 2,817,791</u>	<u>\$ 2,380,791</u>	<u>\$ 1,365,612</u>	<u>\$ 1,015,179</u>	<u>\$ 4,107,985</u>	<u>\$ 2,305,373</u>	<u>\$ 1,802,612</u>

See independent accountants' review report.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Scohil Construction Services, LLC** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Alvin

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**\$5% of G.A.B.**),

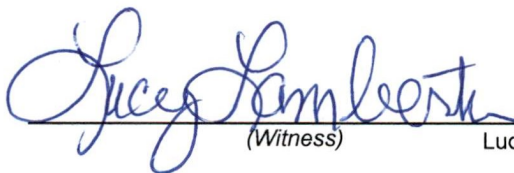
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Water Improvements Phase 4 / Bid No. B-24-03

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **17th** day of **September, 2024**

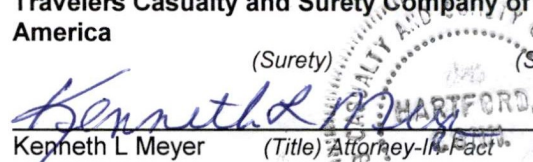

(Witness) Lucy Lamberton


Hanna Liebisch (Witness)

Scohil Construction Services, LLC
(Principal)


(Title) George Scoular- President

Travelers Casualty and Surety Company of America

(Surety)

Kenneth L Meyer (Title) Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kenneth L. Meyer** of **CYPRESS, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

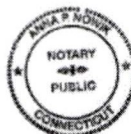
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

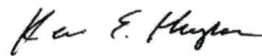
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of September, 2021.







 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Scohil Construction Services, LLC., for the Alvin South Bypass 35 Waterline Replacement Project (B-24-07), in an amount not to exceed \$232,628; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On September 17, 2024, bids were opened for the Water Improvements Project Phase 4 and the Alvin South Bypass 35 Waterline Replacement Project was included as Alternate B under bid number B-24-07. Scohil Construction Services, LLC was the qualified bidder. LJA Engineering, the City's consultant that designed the project, and City Staff reviewed all bids that were received and have recommended Scohil Construction Services, LLC. for this project (recommendation letter attached).

Project Budget: \$237,500

Contract Amount: \$211,480 (Shown as Alternate B on pages 14-16 of the attached recommendation letter).

10% Contingency: \$ 21,148

Total Amount: \$232,628

The Alvin South Bypass 35 Replacement Project consists of the replacement of 1,600 linear feet of 8-inch Schedule 40 PVC waterline along Bypass 35 with 8-inch C900 PVC due to multiple and increasing pipe failures. The project is located along South Bypass 35 between Fairway Drive and Jephson Lane.

The project is scheduled to start in November 2024 and construction must be complete by December 31, 2024.

This project will be 100% funded by the Community Development Block Grant (CDBG) that was awarded to the City on October 1, 2023. Staff recommends approval.

Funding Expected: Revenue _ Expenditure _ N/A X

Budgeted Item: Yes X No _ N/A _

Funding Account: CDBG Grant **Amount:** \$232,628

1295 Form Required? Yes X No _

Legal Review Required: N/A _ Required X

Date Completed: 10/11/2024 SLH

Finance Review Required: N/A _ Required X

Date Completed: CT 10/14/24

Supporting documents attached:

1. 10-03-2024 Bid Tab and LJA Recommendation of Award Waterline Improvements Ph 4
-

2. Scohil Construction Services LLC - Proposal

Recommendation: Move to award a bid to Scohil Construction Services, LLC., for the Alvin South Bypass 35 Waterline Replacement Project (B-24-07) in an amount not to exceed \$232,628; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

September 24, 2024

Ms. Michelle H. Segovia, PE, CFM
City Engineer
City of Alvin Engineering
1100 W. Highway 6
Alvin, Texas 77511

RE: Bid Tabulation and Recommendation of Award for Construction of
Waterline Improvements – Phase 4
LJA Project No. E210-0110
City Bid No.: B-24-03, Alternate "B" Bid No.: B-24-07

Ms. Segovia,

Bids for construction of the reference project were received on September 17, 2024, at 2:00 P.M. at City Hall located at 216 West Sealy, Alvin, Texas 77511, and subsequently read in public. Four (4) contracting firms submitted bids for the project. Two errors were found but did not change the final results.

The bidders from low to high and the correct total amounts bid for the Base Bid, Supplementary Bid, Alternate "A" Bid, and Alternate "B" Bid Items are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
MetroCity, LLC	Pearland, TX	\$2,629,848.00
Scohil Construction Services, LLC	Cypress, TX	\$2,695,155.00
Texkota Enterprises, LLC	Houston, TX	\$2,859,663.60
ISJ Underground Utilities, LLC	Arcola, TX	\$3,461,627.50

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

Due to the two low bidders being within 2.5% of each other, we included MetroCity, LLC, and Scohil Construction Services, LLC, in our low bidder investigation. Our investigation of the low bidders included a review of their surety, references of previous projects, and past work experience. Both low bidders provided satisfactory financial statements. Only one of the references called for MetroCity, LLC, answered and provided information on past work performance. That reference scored them high on customer service and communication, but could not definitively state they would recommend MetroCity, LLC, or use them again on future projects. Six of the references called for Scohil Construction Services, LLC, answered and provided information on past work performance. All those that answered scored them high on customer service, communication, and work performance, and all stated they would recommend Scohil Construction Services, LLC, and use them again on future projects.

Issues of concern expressed by the City were the length of time between main line installation and testing/placing in service, as well as site clean-up and surface restoration. Scohil Construction Services, LLC, has completed a waterline replacement project of similar size and scope for the City of Alvin in recent years and have a proven record of satisfying these concerns. Based on our investigation, in conjunction with past work performance on similar project for the City, discussions and meetings with the City, as well as the concerns the City has due to the scope and location of the work in this project, we recommend awarding the contract to Scohil Construction Services, LLC. The total amount bid by Scohil Construction Services, LLC was \$2,695,155.00.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Les Dodson', with a long horizontal line extending to the right.

Les Dodson
Construction Manager

Attachment

cc: Brett Cole, City of Alvin
Jimmy Flowers, P.E., LJA
Construction File 16.6

Bid Tabulation For: Construction of Waterline Improvements Phase 4
To Serve City of Alvin

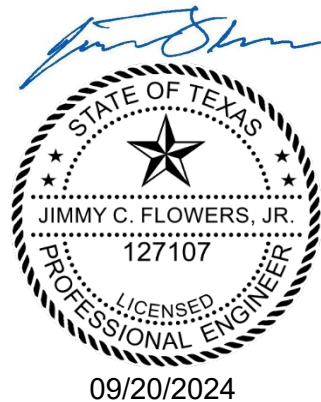
Bid Opening Date: September 17, 2024
Bid Opening Location: City Secretary's Office
216 West Sealy Street
Alvin, TX 77511

Tabulation By: Tammy Endres
Tabulation Date: September 18, 2024
LJA Project No. E231-0110
Bid No. B-24-03
Alternate "B" Bid No. B-24-07

Bidder's Name: Total Bid Amount for Base Bid, Supplementary Bid,
Alternate "A" Bid, and Alternate "B" Bid Items:

1) MetroCity, LLC	* \$2,629,848.00
2) Scohil Construction Services, LLC	\$2,695,155.00
3) Texkota Enterprises, LLC	\$2,859,663.60
4) ISJ Underground Utilities, LLC	* \$3,461,627.50

Calendar Days - 210



I, Jimmy Flowers, P.E., hereby certify these bid tabulations to be true and correct.

*Mathematical Error

Bid Tabulation - Bid Opening, September 17, 2024 City of Alvin Waterline Improvements - Phase 4 LJA Project No. E231-0110 FRN F-1386				MetroCity LLC 17410 County Road 127 Pearland, TX 77581 281-978-3000		Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433 281-952-8375 George Scoular		Texkota Enterprises, LLC 16535 Hollister St., Suite A Houston, TX 77066 281-962-0198 Dwayne Schroeder		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583 281-972-9097	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS										
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	1	LS	\$105,000.00	\$105,000.00	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$135,000.00	\$135,000.00
2	12-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	800	LF	\$120.00	\$96,000.00	\$96.00	\$76,800.00	\$115.00	\$92,000.00	\$233.00	\$186,400.00
3	12-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	1,000	LF	\$85.00	\$85,000.00	\$96.00	\$96,000.00	\$115.00	\$115,000.00	\$147.50	\$147,500.00
4	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	450	LF	\$119.00	\$53,550.00	\$60.00	\$27,000.00	\$85.00	\$38,250.00	\$242.50	\$109,125.00
5	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	650	LF	\$64.00	\$41,600.00	\$60.00	\$39,000.00	\$85.00	\$55,250.00	\$80.50	\$52,325.00
6	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	185	LF	\$165.00	\$30,525.00	\$140.00	\$25,900.00	\$229.00	\$42,365.00	\$363.50	\$67,247.50
7	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	6,650	LF	\$58.00	\$385,700.00	\$56.00	\$372,400.00	\$58.00	\$385,700.00	\$70.00	\$465,500.00

Bid Tabulation - Bid Opening, September 17, 2024 City of Alvin Waterline Improvements - Phase 4 LJA Project No. E231-0110 FRN F-1386				MetroCity LLC 17410 County Road 127 Pearland, TX 77581 281-978-3000		Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433 281-952-8375 George Scoular		Texkota Enterprises, LLC 16535 Hollister St., Suite A Houston, TX 77066 281-962-0198 Dwayne Schroeder		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583 281-972-9097	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
8	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	7,200	LF	\$50.00	\$360,000.00	\$56.00	\$403,200.00	\$58.00	\$417,600.00	\$59.00	\$424,800.00
9	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 12-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	70	LF	\$100.00	\$7,000.00	\$115.00	\$8,050.00	\$177.00	\$12,390.00	\$253.00	\$17,710.00
10	4-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	100	LF	\$59.00	\$5,900.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$58.50	\$5,850.00
11	4-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	350	LF	\$45.00	\$15,750.00	\$50.00	\$17,500.00	\$55.00	\$19,250.00	\$47.50	\$16,625.00
12	12-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	10	EA	\$4,000.00	\$40,000.00	\$4,250.00	\$42,500.00	\$4,000.00	\$40,000.00	\$8,471.50	\$84,715.00
13	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	10	EA	\$2,200.00	\$22,000.00	\$2,400.00	\$24,000.00	\$2,200.00	\$22,000.00	\$4,572.50	\$45,725.00
14	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	60	EA	\$1,900.00	\$114,000.00	\$1,960.00	\$117,600.00	\$1,500.00	\$90,000.00	\$3,874.50	\$232,470.00
15	4-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	5	EA	\$1,000.00	\$5,000.00	\$1,450.00	\$7,250.00	\$1,200.00	\$6,000.00	\$2,203.50	\$11,017.50
16	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	41	EA	\$7,000.00	\$287,000.00	\$6,850.00	\$280,850.00	\$7,300.00	\$299,300.00	\$6,676.50	\$273,736.50

Bid Tabulation - Bid Opening, September 17, 2024 City of Alvin Waterline Improvements - Phase 4 LJA Project No. E231-0110 FRN F-1386				MetroCity LLC 17410 County Road 127 Pearland, TX 77581 281-978-3000		Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433 281-952-8375 George Scoular		Texkota Enterprises, LLC 16535 Hollister St., Suite A Houston, TX 77066 281-962-0198 Dwayne Schroeder		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583 281-972-9097	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
17	Extra Depth Bury for Fire Hydrant, Complete in Place	82	VF	\$94.00	\$7,708.00	\$150.00	\$12,300.00	\$200.00	\$16,400.00	\$50.00	\$4,100.00
18	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	20	EA	\$217.00	\$4,340.00	\$150.00	\$3,000.00	\$300.00	\$6,000.00	\$250.00	\$5,000.00
19	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	22	EA	\$611.00	\$13,442.00	\$1,450.00	\$31,900.00	\$2,000.00	\$44,000.00	\$500.00	\$11,000.00
20	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	35	EA	\$100.00	\$3,500.00	\$450.00	\$15,750.00	\$100.00	\$3,500.00	\$200.00	\$7,000.00
21	12-Inch Connection to 12-Inch Plugged Line, Including Removal of Existing Plug & Blow-Off Valve, Complete in Place.	1	EA	\$2,249.00	\$2,249.00	\$2,860.00	\$2,860.00	\$2,500.00	\$2,500.00	\$2,044.00	\$2,044.00
22	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	2	EA	\$6,045.00	\$12,090.00	\$4,540.00	\$9,080.00	\$6,000.00	\$12,000.00	\$9,488.00	\$18,976.00
23	8" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	2	EA	\$5,088.00	\$10,176.00	\$3,980.00	\$7,960.00	\$5,500.00	\$11,000.00	\$8,730.00	\$17,460.00
24	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	7	EA	\$5,088.00	\$35,616.00	\$3,500.00	\$24,500.00	\$5,500.00	\$38,500.00	\$8,037.00	\$56,259.00
25	12-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$2,032.00	\$2,032.00	\$2,680.00	\$2,680.00	\$2,000.00	\$2,000.00	\$1,735.50	\$1,735.50
26	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	9	EA	\$1,292.00	\$11,628.00	\$1,650.00	\$14,850.00	\$2,000.00	\$18,000.00	\$1,063.50	\$9,571.50
27	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	21	EA	\$906.00	\$19,026.00	\$1,250.00	\$26,250.00	\$1,700.00	\$35,700.00	\$706.50	\$14,836.50

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
28	2.25-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	5	EA	\$319.00	\$1,595.00	\$650.00	\$3,250.00	\$800.00	\$4,000.00	\$358.00	\$1,790.00
29	1-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$400.00	\$400.00	\$450.00	\$450.00	\$400.00	\$400.00	\$10.50	\$10.50
30	Trench Safety System, Complete in Place	8,000	LF	\$1.00	\$8,000.00	\$1.00	\$8,000.00	\$0.01	\$80.00	\$0.10	\$800.00
31	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	55	EA	\$700.00	\$38,500.00	\$550.00	\$30,250.00	\$800.00	\$44,000.00	\$979.50	\$53,872.50
32	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	45	EA	\$900.00	\$40,500.00	\$1,150.00	\$51,750.00	\$950.00	\$42,750.00	\$1,035.50	\$46,597.50
33	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	26	EA	\$800.00	\$20,800.00	\$650.00	\$16,900.00	\$900.00	\$23,400.00	\$1,255.00	\$32,630.00
34	Construct New Polyethylene Tubing DoubleService Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	26	EA	\$1,300.00	\$33,800.00	\$1,350.00	\$35,100.00	\$1,100.00	\$28,600.00	\$1,972.00	\$51,272.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
35	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	5	EA	\$1,350.00	\$6,750.00	\$1,080.00	\$5,400.00	\$1,700.00	\$8,500.00	\$2,451.50	\$12,257.50
36	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	5	EA	\$1,500.00	\$7,500.00	\$1,980.00	\$9,900.00	\$2,200.00	\$11,000.00	\$2,680.00	\$13,400.00
37	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	2	EA	\$1,800.00	\$3,600.00	\$1,650.00	\$3,300.00	\$2,100.00	\$4,200.00	\$3,492.00	\$6,984.00
38	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	2	EA	\$2,000.00	\$4,000.00	\$3,450.00	\$6,900.00	\$2,500.00	\$5,000.00	\$3,783.00	\$7,566.00
39	Turf Establishment, Full Sodding, Complete in Place	8,600	SY	\$5.00	\$43,000.00	\$6.00	\$51,600.00	\$5.00	\$43,000.00	\$4.00	\$34,400.00
40	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	300	SY	\$60.00	\$18,000.00	\$135.00	\$40,500.00	\$45.00	\$13,500.00	\$85.00	\$25,500.00
41	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	600	SY	\$130.00	\$78,000.00	\$155.00	\$93,000.00	\$85.00	\$51,000.00	\$100.00	\$60,000.00

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42	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	50	SY	\$76.00	\$3,800.00	\$80.00	\$4,000.00	\$20.00	\$1,000.00	\$65.00	\$3,250.00
43	Wheelchair Ramp Replacement, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	15	EA	\$1,200.00	\$18,000.00	\$3,500.00	\$52,500.00	\$100.00	\$1,500.00	\$1,800.00	\$27,000.00
44	Remove and Replace Existing Sign, Complete in Place	35	EA	\$300.00	\$10,500.00	\$350.00	\$12,250.00	\$10.00	\$350.00	\$250.00	\$8,750.00
45	Curb and Gutter Replacement, Per Detail, Includes Removal of Existing Concrete, Complete in Place	400	LF	\$8.00	\$3,200.00	\$20.00	\$8,000.00	\$5.00	\$2,000.00	\$15.00	\$6,000.00
46	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$5,700.00	\$5,700.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
47	SWPPP, Curb Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	40	EA	\$90.00	\$3,600.00	\$45.00	\$1,800.00	\$80.00	\$3,200.00	\$50.00	\$2,000.00
48	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	25	EA	\$100.00	\$2,500.00	\$65.00	\$1,625.00	\$80.00	\$2,000.00	\$50.00	\$1,250.00
49	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, and Removed, Complete in Place	1,000	LF	\$3.00	\$3,000.00	\$2.00	\$2,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
	SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 49			\$2,130,577.00		\$2,217,155.00		\$2,205,685.00		\$2,840,059.00	
	SUPPLEMENTARY ITEMS										
50	"Extra" Well Point Dewatering, Control of Ground Water and Surface Water, in Accordance with the Geotechnical Report and Specifications, As Directed by Owner's Representative, Complete in Place	1,000	LF	\$20.00	\$20,000.00	\$20.00	\$20,000.00	\$20.00	\$20,000.00	\$20.00	\$20,000.00
51	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	1,000	LF	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
52	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	100	CY	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00

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53	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	50	CY	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
54	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	5	TON	\$30.00	\$150.00	\$30.00	\$150.00	\$30.00	\$150.00	\$30.00	\$150.00
55	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	25	CY	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$100.00	\$2,500.00
56	"Extra" Turf Establishment, Hydromulch Seeding, As Directed by the Owner's Representative, Complete in Place	0.5	AC	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$1,500.00
57	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	250	LB	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00	\$1.00	\$250.00
58	"Extra" Ductile Iron Fittings with Restraints, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	1	TON	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
59	"Extra" Offset of proposed line to avoid sanitary and storm sewer facilities not shown on Plans and Not Marked in Field, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	5	EA	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
60	"Extra" Repair of Existing Sanitary Sewer Not Shown on Plans and Not Marked in the Field, in Accordance with City's Standards, As Directed by Owner Representative, Complete in Place	5	EA	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00	\$1,500.00	\$7,500.00
61	Remove Existing 8-Inch Sanitary Sewer and Replace with 8-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	50	LF	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$60.00	\$3,000.00

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62	Remove Existing 6-Inch Sanitary Sewer and Replace with 6-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	50	LF	\$32.00	\$1,600.00	\$32.00	\$1,600.00	\$32.00	\$1,600.00	\$50.00	\$2,500.00
63	Construct Fire Service Connection (6-Inch), Auger Beneath Road if Required, Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	1	EA	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
64	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	2	EA	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
65	Cut in 6-Inch x 6-Inch Tee, Remove Section of Existing 6-Inch Waterline, Connect to Existing 6-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	2	EA	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00
66	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$8,200.00	\$8,200.00	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$10,400.00	\$10,400.00
67	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$8,200.00	\$8,200.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$9,400.00	\$9,400.00

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68	Supply and Install DFW Meter Box with LLDPE Body and HDPE Lid, Including Accessories, and All Appurtenances, in Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	40	EA	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$60.00	\$2,400.00
	SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS 50 - 68				\$101,700.00		\$96,300.00		\$101,800.00		\$111,000.00
	ALTERNATE "A" BID ITEMS										
69	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	50	LF	\$88.00	\$4,400.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00	\$135.50	\$6,775.00
70	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	200	LF	\$68.00	\$13,600.00	\$60.00	\$12,000.00	\$70.00	\$14,000.00	\$79.00	\$15,800.00
71	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	500	LF	\$64.00	\$32,000.00	\$56.00	\$28,000.00	\$56.00	\$28,000.00	\$72.50	\$36,250.00
72	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	850	LF	\$48.00	\$40,800.00	\$56.00	\$47,600.00	\$56.00	\$47,600.00	\$50.00	\$42,500.00
73	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	2	EA	\$2,567.00	\$5,134.00	\$2,400.00	\$4,800.00	\$2,200.00	\$4,400.00	\$4,710.00	\$9,420.00
74	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	3	EA	\$2,050.00	\$6,150.00	\$1,960.00	\$5,880.00	\$1,500.00	\$4,500.00	\$2,915.50	\$8,746.50

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75	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	3	EA	\$7,514.00	\$22,542.00	\$6,850.00	\$20,550.00	\$7,300.00	\$21,900.00	\$16,589.00	\$49,767.00
76	Extra Depth Bury for Fire Hydrant, Complete in Place	6	VF	\$213.00	\$1,278.00	\$150.00	\$900.00	\$200.00	\$1,200.00	\$50.00	\$300.00
77	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	3	EA	\$646.00	\$1,938.00	\$1,850.00	\$5,550.00	\$1,500.00	\$4,500.00	\$500.00	\$1,500.00
78	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	7	EA	\$112.00	\$784.00	\$150.00	\$1,050.00	\$100.00	\$700.00	\$200.00	\$1,400.00
79	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	1	EA	\$5,269.00	\$5,269.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$15,296.00	\$15,296.00
80	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$1,395.00	\$1,395.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$1,029.00	\$1,029.00
81	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	2	EA	\$975.00	\$1,950.00	\$1,250.00	\$2,500.00	\$1,700.00	\$3,400.00	\$1,346.50	\$2,693.00
82	Trench Safety System, Complete in Place	550	LF	\$1.00	\$550.00	\$1.00	\$550.00	\$0.01	\$5.50	\$0.10	\$55.00
83	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	7	EA	\$774.00	\$5,418.00	\$550.00	\$3,850.00	\$800.00	\$5,600.00	\$932.50	\$6,527.50
84	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	12	EA	\$1,015.00	\$12,180.00	\$1,150.00	\$13,800.00	\$950.00	\$11,400.00	\$983.50	\$11,802.00

Bid Tabulation - Bid Opening, September 17, 2024 City of Alvin Waterline Improvements - Phase 4 LJA Project No. E231-0110 FRN F-1386				MetroCity LLC 17410 County Road 127 Pearland, TX 77581 281-978-3000		Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433 281-952-8375 George Scoular		Texkota Enterprises, LLC 16535 Hollister St., Suite A Houston, TX 77066 281-962-0198 Dwayne Schroeder		ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583 281-972-9097	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
85	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	5	EA	\$896.00	\$4,480.00	\$650.00	\$3,250.00	\$900.00	\$4,500.00	\$1,291.00	\$6,455.00
86	Construct New Polyethylene Tubing DoubleService Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	6	EA	\$1,470.00	\$8,820.00	\$1,350.00	\$8,100.00	\$1,100.00	\$6,600.00	\$1,895.50	\$11,373.00
87	Turf Establishment, Full Sodding, Complete in Place	615	SY	\$7.00	\$4,305.00	\$6.00	\$3,690.00	\$5.00	\$3,075.00	\$4.00	\$2,460.00
	SUB-TOTAL ALTERNATE "A" BID ITEMS - ITEMS 69 - 87				\$172,993.00		\$170,220.00		\$172,380.50		\$230,149.00
	ALTERNATE "B" BID ITEMS										
88	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	810	LF	\$60.00	\$48,600.00	\$60.00	\$48,600.00	\$138.00	\$111,780.00	\$63.00	\$51,030.00
89	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	725	LF	\$66.00	\$47,850.00	\$60.00	\$43,500.00	\$138.00	\$100,050.00	\$63.50	\$46,037.50
90	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	60	LF	\$187.00	\$11,220.00	\$135.00	\$8,100.00	\$236.00	\$14,160.00	\$395.00	\$23,700.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
91	Remove Existing Waterline, 8-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	1,500	LF	\$7.00	\$10,500.00	\$1.00	\$1,500.00	\$20.00	\$30,000.00	\$3.00	\$4,500.00
92	Remove Existing Waterline, 6-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	50	LF	\$9.00	\$450.00	\$1.00	\$50.00	\$20.00	\$1,000.00	\$3.00	\$150.00
93	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	5	EA	\$2,530.00	\$12,650.00	\$2,400.00	\$12,000.00	\$2,200.00	\$11,000.00	\$5,950.50	\$29,752.50
94	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	6	EA	\$7,860.00	\$47,160.00	\$6,850.00	\$41,100.00	\$7,700.00	\$46,200.00	\$12,833.00	\$76,998.00
95	Extra Depth Bury for Fire Hydrant, Complete in Place	12	VF	\$149.00	\$1,788.00	\$150.00	\$1,800.00	\$200.00	\$2,400.00	\$30.00	\$360.00
96	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	3	EA	\$227.00	\$681.00	\$450.00	\$1,350.00	\$300.00	\$900.00	\$250.00	\$750.00
97	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	2	EA	\$1,121.00	\$2,242.00	\$1,850.00	\$3,700.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
98	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	3	EA	\$103.00	\$309.00	\$150.00	\$450.00	\$100.00	\$300.00	\$250.00	\$750.00
99	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	1	EA	\$1,414.00	\$1,414.00	\$4,850.00	\$4,850.00	\$3,100.00	\$3,100.00	\$6,000.00	\$6,000.00
100	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$1,414.00	\$1,414.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$2,532.50	\$2,532.50
101	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	1	EA	\$1,085.00	\$1,085.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00	\$1,163.00	\$1,163.00
102	Trench Safety System, Complete in Place	810	LF	\$1.00	\$810.00	\$1.00	\$810.00	\$0.01	\$8.10	\$0.10	\$81.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
103	Construct New Polyethylene Tubing Single Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	3	EA	\$876.00	\$2,628.00	\$750.00	\$2,250.00	\$900.00	\$2,700.00	\$949.00	\$2,847.00
104	Construct New Polyethylene Tubing Single Service Connection (1.5-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	4	EA	\$1,428.00	\$5,712.00	\$1,280.00	\$5,120.00	\$1,800.00	\$7,200.00	\$1,729.50	\$6,918.00
105	Construct Fire Service Connection (6-Inch), Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	2	EA	\$2,413.00	\$4,826.00	\$5,500.00	\$11,000.00	\$8,500.00	\$17,000.00	\$5,000.00	\$10,000.00
106	Turf Establishment, Full Sodding, Complete in Place	900	SY	\$7.00	\$6,300.00	\$6.00	\$5,400.00	\$5.00	\$4,500.00	\$4.00	\$3,600.00
107	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	50	SY	\$80.00	\$4,000.00	\$135.00	\$6,750.00	\$60.00	\$3,000.00	\$85.00	\$4,250.00
108	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	50	SY	\$170.00	\$8,500.00	\$155.00	\$7,750.00	\$130.00	\$6,500.00	\$100.00	\$5,000.00
109	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	1	LS	\$4,439.00	\$4,439.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
	SUB-TOTAL ALTERNATE "B" BID ITEMS - ITEMS 88 - 109				\$224,578.00		\$211,480.00		\$379,798.10		\$280,419.50

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM

SUMMARY OF BID

BASE BID ITEMS	ITEMS 1 - 49	<u>\$2,130,577.00</u>		<u>\$2,217,155.00</u>		<u>\$2,205,685.00</u>		<u>\$2,840,059.00</u>
SUPPLEMENTARY BID ITEMS	ITEMS 50 - 68	<u>\$101,700.00</u>		<u>\$96,300.00</u>		<u>\$101,800.00</u>		<u>\$111,000.00</u>
ALTERNATE "A" BID ITEMS	ITEMS 69 - 87	<u>\$172,993.00</u>		<u>\$170,220.00</u>		<u>\$172,380.50</u>		<u>\$230,149.00</u>
ALTERNATE "B" BID ITEMS	ITEMS 88 - 109	<u>\$224,578.00</u>		<u>\$211,480.00</u>		<u>\$379,798.10</u>		<u>\$280,419.50</u>
TOTAL BASE BID AND SUPPLEMENTARY BID ITEMS	ITEMS 1 - 68	<u>\$2,232,277.00</u>		<u>\$2,313,455.00</u>		<u>\$2,307,485.00</u>		<u>\$2,951,059.00</u>
TOTAL BASE BID, SUPPLEMENTARY BID, ALTERNATE "A", AND ALTERNATE "B" BID ITEMS	ITEMS 1 - 109	<u>\$2,629,848.00</u>		<u>\$2,695,155.00</u>		<u>\$2,859,663.60</u>		<u>\$3,461,627.50</u>

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Contractor / Bidder:** Scohil Construction Services, LLC

Waterline Improvements

Phase 4

Bid Number: B-24-03

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **210 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$500.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL						
Waterline Improvements Phase 4				Contractor <u>Scohil Construction Services, LLC</u>		
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Base Bid Items						
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	LS	1	\$ 80,000.00	\$ 80,000.00	Eighty Thousand Dollars and Zero Cents
2	12-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	800	\$ 96.00	\$ 76,800.00	Seventy Six Thousand Eight Hundred Dollars and Zero Cents
3	12-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	1,000	\$ 96.00	\$ 96,000.00	Ninety Six Thousand Dollars and Zero Cents
4	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	450	\$ 60.00	\$ 27,000.00	Twenty Seven Thousand Dollars and Zero Cents
5	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	650	\$ 60.00	\$ 39,000.00	Thirty Nine Thousand Dollars and Zero Cents
6	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	185	\$ 140.00	\$ 25,900.00	Twenty Five Thousand Nine Hundred Dollars and Zero Cents
7	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	6,650	\$ 56.00	\$ 372,400.00	Three Hundred Seventy Two Thousand Four Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
8	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	7,200	\$ 56.00	\$ 403,200.00	Four Hundred Three Thousand Two Hundred Dollars and Zero Cents
9	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 12-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	70	\$ 115.00	\$ 8,050.00	Eight Thousand Fifty Dollars and Zero Cents
10	4-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	100	\$ 50.00	\$ 5,000.00	Five Thousand Dollars and Zero Cents
11	4-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	350	\$ 50.00	\$ 17,500.00	Seventeen Thousand Five Hundred Dollars and Zero Cents
12	12-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	10	\$ 4,250.00	\$ 42,500.00	Forty Two Thousand Five Hundred Dollars and Zero Cents
13	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	10	\$ 2,400.00	\$ 24,000.00	Twenty Four Thousand Dollars and Zero Cents
14	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	60	\$ 1,960.00	\$ 117,600.00	One Hundred Seventeen Thousand Six Hundred Dollars and Zero Cents
15	4-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	5	\$ 1,450.00	\$ 7,250.00	Seven Thousand Two Hundred Fifty Dollars and Zero Cents
16	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	41	\$ 6,850.00	\$ 280,850.00	Two Hundred Eighty Thousand Eight Hundred Fifty Dollars and Zero Cents
17	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	82	\$ 150.00	\$ 12,300.00	Twelve Thousand Three Hundred Dollars and Zero Cents
18	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	EA	20	\$ 150.00	\$ 3,000.00	Three Thousand Dollars and Zero Cents
19	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	22	\$ 1,450.00	\$ 31,900.00	Thirty One Thousand Nine Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
20	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	EA	35	\$ 450.00	\$ 15,750.00	Fifteen Thousand Seven Hundred Fifty Dollars and Zero Cents
21	12-Inch Connection to 12-Inch Plugged Line, Including Removal of Existing Plug & Blow-Off Valve, Complete in Place.	EA	1	\$ 2,860.00	\$ 2,860.00	Two Thousand Eight Hundred Sixty Dollars and Zero Cents
22	8" x 8" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	2	\$ 4,540.00	\$ 9,080.00	Nine Thousand Eighty Dollars and Zero Cents
23	8" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	2	\$ 3,980.00	\$ 7,960.00	Seven Thousand Nine Hundred Sixty Dollars and Zero Cents
24	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	7	\$ 3,500.00	\$ 24,500.00	Twenty Four Thousand Five Hundred Dollars and Zero Cents
25	12-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 2,680.00	\$ 2,680.00	Two Thousand Six Hundred Eighty Dollars and Zero Cents
26	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	9	\$ 1,650.00	\$ 14,850.00	Fourteen Thousand Eight Hundred Fifty Dollars and Zero Cents
27	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	21	\$ 1,250.00	\$ 26,250.00	Twenty Six Thousand Two Hundred Fifty Dollars and Zero Cents
28	2.25-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	5	\$ 650.00	\$ 3,250.00	Three Thousand Two Hundred Fifty Dollars and Zero Cents
29	1-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 450.00	\$ 450.00	Four Hundred Fifty Dollars and Zero Cents
30	Trench Safety System, Complete in Place	LF	8,000	\$ 1.00	\$ 8,000.00	Eight Thousand Dollars and Zero Cents
31	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	55	\$ 550.00	\$ 30,250.00	Thirty Thousand Two Hundred Fifty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
32	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	45	\$ 1,150.00	\$ 51,750.00	Fifty One Thousand Seven Hundred Fifty Dollars and Zero Cents
33	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	26	\$ 650.00	\$ 16,900.00	Sixteen Thousand Nine Hundred Dollars and Zero Cents
34	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	26	\$ 1,350.00	\$ 35,100.00	Thirty Five Thousand One Hundred Dollars and Zero Cents
35	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	5	\$ 1,080.00	\$ 5,400.00	Five Thousand Four Hundred Dollars and Zero Cents
36	Construct New Polyethylene Tubing Single Service Connection (1-1/2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	5	\$ 1,980.00	\$ 9,900.00	Nine Thousand Nine Hundred Dollars and Zero Cents
37	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	2	\$ 1,650.00	\$ 3,300.00	Three Thousand Three Hundred Dollars and Zero Cents
38	Construct New Polyethylene Tubing Single Service Connection (2-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meter, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	2	\$ 3,450.00	\$ 6,900.00	Six Thousand Nine Hundred Dollars and Zero Cents
39	Turf Establishment, Full Sodding, Complete in Place	SY	8,600	\$ 6.00	\$ 51,600.00	Fifty One Thousand Six Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
40	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	SY	300	\$ 135.00	\$ 40,500.00	Forty Thousand Five Hundred Dollars and Zero Cents
41	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	SY	600	\$ 155.00	\$ 93,000.00	Ninety Three Thousand Dollars and Zero Cents
42	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	SY	50	\$ 80.00	\$ 4,000.00	Four Thousand Dollars and Zero Cent
43	Wheelchair Ramp Replacement, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	EA	15	\$ 3,500.00	\$ 52,500.00	Fifty Two Thousand Five Hundred Dollars and Zero Cents
44	Remove and Replace Existing Sign, Complete in Place	EA	35	\$ 350.00	\$ 12,250.00	Twelve Thousand Two Hundred Fifty Dollars and Zero Cents
45	Curb and Gutter Replacement, Per Detail, Includes Removal of Existing Concrete, Complete in Place	LF	400	\$ 20.00	\$ 8,000.00	Eight Thousand Dollars and Zero Cents
46	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	LS	1	\$ 4,500.00	\$ 4,500.00	Four Thousand Five Hundred Dollars and Zero Cents
47	SWPPP, Curb Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	EA	40	\$ 45.00	\$ 1,800.00	One Thousand Eight Hundred Dollars and Zero Cents
48	SWPPP, Area Inlet Protection Barrier, Installed, Maintained, and Removed, Complete in Place	EA	25	\$ 65.00	\$ 1,625.00	One Thousand Six Hundred Twenty Five Dollars and Zero Cents
49	SWPPP, Reinforced Filter Fabric Barrier, Installed, Maintained, and Removed, Complete in Place	LF	1,000	\$ 2.00	\$ 2,000.00	Two Thousand Dollars and Zero Cents
Subtotal: Base Bid Items					\$ 2,217,155.00 (Items 1 thru 49)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Supplementary Bid Items						
50	"Extra" Well Point Dewatering, Control of Ground Water and Surface Water, in Accordance with the Geotechnical Report and Specifications, As Directed by Owner's Representative, Complete in Place	LF	1,000	(Minimum Bid \$20.00 Per Linear Foot) \$ 20.00	\$ 20,000.00	Twenty Thousand Dollars and Zero Cents
51	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	LF	1,000	(Minimum Bid \$10.00 Per Linear Foot) \$ 10.00	\$ 10,000.00	Ten Thousand Dollars and Zero Cents
52	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	CY	100	(Minimum Bid \$10.00 Per Cubic Yard) \$ 10.00	\$ 1,000.00	One Thousand Dollars and Zero Cents
53	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	CY	50	(Minimum Bid \$25.00 Per Cubic Yard) \$ 25.00	\$ 1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents
54	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	TON	5	(Minimum Bid \$30.00 Per Ton) \$ 30.00	\$ 150.00	One Hundred Fifty Dollars and Zero Cents
55	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	CY	25	(Minimum Bid \$100.00 Per Cubic Yard) \$ 100.00	\$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
56	"Extra" Turf Establishment, Hydromulch Seeding, As Directed by the Owner's Representative, Complete in Place	AC	0.5	(Minimum Bid \$3,000.00 Per Acre) \$ 3,000.00	\$ 1,500.00	One Thousand Five Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
57	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	LB	250	(Minimum Bid \$1.00 Per Pound) \$ 1.00	\$ 250.00	Two Hundred Fifty Dollars and Zero Cents
58	"Extra" Ductile Iron Fittings with Restraints, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	TON	1	(Minimum Bid \$150.00 Per Ton) \$ 150.00	\$ 150.00	One Hundred Fifty Dollars and Zero Cents
59	"Extra" Offset of proposed line to avoid sanitary and storm sewer facilities not shown on Plans and Not Marked in Field, In Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	EA	5	(Minimum Bid \$2,000.00 Per Each) \$ 2,000.00	\$ 10,000.00	Ten Thousand Dollars and Zero Cents
60	"Extra" Repair of Existing Sanitary Sewer Not Shown on Plans and Not Marked in the Field, in Accordance with City's Standards, As Directed by Owner Representative, Complete in Place	EA	5	(Minimum Bid \$1,500.00 Per Each) \$ 1,500.00	\$ 7,500.00	Seven Thousand Five Hundred Dollars and Zero Cents
61	Remove Existing 8-Inch Sanitary Sewer and Replace with 8-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	LF	50	(Minimum Bid \$60.00 Per Linear Foot) \$ 60.00	\$ 3,000.00	Three Thousand Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
62	Remove Existing 6-Inch Sanitary Sewer and Replace with 6-Inch Sanitary Sewer Pressure Rated Pipe (PVC, AWWA C-900, DR-18) with Fernco Shielded Couplings, Fully Encased with Cement Stabilized Sand, Including Saw-Cut of Existing Pavement as Applicable, Cement Stabilized Sand Backfill, and Surface Restoration, As Directed by Owner's Representative, Complete in Place	LF	50	(Minimum Bid \$32.00 Per Linear Foot) \$ 32.00	\$ 1,600.00	One Thousand Six Hundred Dollars and Zero Cents
63	Construct Fire Service Connection (6-Inch), Auger Beneath Road if Required, Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	EA	1	(Minimum Bid \$2,000.00 Per Each) \$ 2,000.00	\$ 2,000.00	Two Thousand Dollars and Zero Cents
64	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	EA	2	(Minimum Bid \$6,000.00 Per Each) \$ 6,000.00	\$ 12,000.00	Twelve Thousand Dollars and Zero Cents
65	Cut in 6-Inch x 6-Inch Tee, Remove Section of Existing 6-Inch Waterline, Connect to Existing 6-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	EA	2	(Minimum Bid \$5,000.00 Per Each) \$ 5,000.00	\$ 10,000.00	Ten Thousand Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
66	8" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	EA	1	(Minimum Bid \$6,000.00 Per Each) \$ 6,000.00	\$ 6,000.00	Six Thousand Dollars and Zero Cents
67	6" Insertion Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	EA	1	(Minimum Bid \$5,000.00 Per Each) \$ 5,000.00	\$ 5,000.00	Five Thousand Dollars and Zero Cents
68	Supply and Install DFW Meter Box with LLDPE Body and HDPE Lid, Including Accessories, and All Appurtenances, in Accordance with Details on Plans, As Directed by Owner's Representative, Complete in Place	EA	40	(Minimum Bid \$60.00 Per Each) \$ 60.00	\$ 2,400.00	Two Thousand Four Hundred Dollars and Zero Cents
Subtotal: Supplementary Bid Items					\$ 96,300.00 (Items 50 thru 68)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Alternate "A" Bid Items						
69	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	50	\$ 60.00	\$ 3,000.00	Three Thousand Dollars and Zero Cents
70	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	200	\$ 60.00	\$ 12,000.00	Twelve Thousand Dollars and Zero Cents
71	6-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	500	\$ 56.00	\$ 28,000.00	Twenty Eight Thousand Dollars and Zero Cents
72	6-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	850	\$ 56.00	\$ 47,600.00	Forty Seven Thousand Six Hundred Dollars and Zero Cents
73	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	2	\$ 2,400.00	\$ 4,800.00	Four Thousand Eight Hundred Dollars and Zero Cents
74	6-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	3	\$ 1,960.00	\$ 5,880.00	Five Thousand Eight Hundred Eighty Dollars and Zero Cents
75	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	3	\$ 6,850.00	\$ 20,550.00	Twenty Thousand Five Hundred Fifty Dollars and Zero Cents
76	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	6	\$ 150.00	\$ 900.00	Nine Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
77	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	3	\$ 1,850.00	\$ 5,550.00	Five Thousand Five Hundred Fifty Dollars and Zero Cents
78	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	EA	7	\$ 150.00	\$ 1,050.00	One Thousand Fifty Dollars and Zero Cents
79	6" x 6" Tapping Sleeve and Valve (AWWA) Full Body with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	1	\$ 3,500.00	\$ 3,500.00	Three Thousand Five Hundred Dollars and Zero Cents
80	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 1,650.00	\$ 1,650.00	One Thousand Six Hundred Fifty Dollars and Zero Cents
81	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	2	\$ 1,250.00	\$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
82	Trench Safety System, Complete in Place	LF	550	\$ 1.00	\$ 550.00	Five Hundred Fifty Dollars and Zero Cents
83	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	7	\$ 550.00	\$ 3,850.00	Three Thousand Eight Hundred Fifty Dollars and Zero Cents
84	Construct New Polyethylene Tubing Single Service Connection (3/4-Inch to 1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	12	\$ 1,150.00	\$ 13,800.00	Thirteen Thousand Eight Hundred Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
85	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	5	\$ 650.00	\$ 3,250.00	Three Thousand Two Hundred Fifty Dollars and Zero Cents
86	Construct New Polyethylene Tubing Double Service Connection (1-Inch), Long Side, Auger Beneath Road, Including Field Location of Existing Meters, Tap, Pipe, Valves, U-Branch, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	6	\$ 1,350.00	\$ 8,100.00	Eight Thousand One Hundred Dollars and Zero Cents
87	Turf Establishment, Full Sodding, Complete in Place	SY	615	\$ 6.00	\$ 3,690.00	Three Thousand Six Hundred Ninety Dollars and Zero Cents
Subtotal: Alternate "A" Bid Items					\$ 170,220.00 (Items 69 thru 87)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Alternate "B" Bid Items - South Bypass 35 Waterline Replacement						
88	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) and Offsets as Shown on Plans, All Depths, Complete in Place	LF	810	\$ 60.00	\$ 48,600.00	Forty Eight Thousand Six Hundred Dollars and Zero Cents
89	8-Inch Waterline (PVC, AWWA C-900, DR-18), Augered Construction, Including Sections of Ductile Iron (AWWA C-151, Class 350) (as necessary) as Shown on Plans All Depths, Complete in Place	LF	725	\$ 60.00	\$ 43,500.00	Forty Three Thousand Five Hundred Dollars and Zero Cents
90	8-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Augered and Encased with 16-Inch Steel Casing (0.3125-Inch Thick), and Offsets as Shown on Plans, All Depths, Complete in Place	LF	60	\$ 135.00	\$ 8,100.00	Eight Thousand One Hundred Dollars and Zero Cents
91	Remove Existing Waterline, 8-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	LF	1500	\$ 1.00	\$ 1,500.00	One Thousand Five Hundred Dollars and Zero Cents
92	Remove Existing Waterline, 6-Inch, All Depths, Including Cut and Plug of Existing Line as Necessary for Removal, as Directed by Owner's Representative, Complete in Place	LF	50	\$ 1.00	\$ 50.00	Fifty Dollars and Zero Cents
93	8-Inch Gate Valve (AWWA) with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	EA	5	\$ 2,400.00	\$ 12,000.00	Twelve Thousand Dollars and Zero Cents
94	Fire Hydrant Assembly, With Restrained Joints, 4-Foot Bury, Concrete Collar, Thrust Block, Complete in Place	EA	6	\$ 6,850.00	\$ 41,100.00	Forty One Thousand One Hundred Dollars and Zero Cents
95	Extra Depth Bury for Fire Hydrant, Complete in Place	VF	12	\$ 150.00	\$ 1,800.00	One Thousand Eight Hundred Dollars and Zero Cents
96	Remove and Salvage Existing Fire Hydrant (Open Cut & Backfill), Complete in Place	EA	3	\$ 450.00	\$ 1,350.00	One Thousand Three Hundred Fifty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
97	Cut and Plug Existing Waterline (Open cut & Backfill), Complete in Place	EA	2	\$ 1,850.00	\$ 3,700.00	Three Thousand Seven Hundred Dollars and Zero Cents
98	Close Existing Valve, Remove Box, Plug Valve Operator (Open cut & Backfill), Complete in Place.	EA	3	\$ 150.00	\$ 450.00	Four Hundred Fifty Dollars and Zero Cents
99	Cut in 8-Inch x 8-Inch Tee, Remove Section of Existing 8-Inch Waterline, Connect to Existing 8-Inch Waterline on Both Sides, Including Valve Closures for Line Isolation, Joint Restraint (as necessary), Accessories, Complete in Place	EA	1	\$ 4,850.00	\$ 4,850.00	Four Thousand Eight Hundred Fifty Dollars and Zero Cents
100	8-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 1,650.00	\$ 1,650.00	One Thousand Six Hundred Fifty Dollars and Zero Cents
101	6-Inch Wet Connection, Including Valve Closures for Line Isolation and Cut & Plug Of Existing Line or Removal as Necessary, Complete in Place	EA	1	\$ 1,250.00	\$ 1,250.00	One Thousand Two Hundred Fifty Dollars and Zero Cents
102	Trench Safety System, Complete in Place	LF	810	\$ 1.00	\$ 810.00	Eight Hundred Ten Dollars and Zero Cents
103	Construct New Polyethylene Tubing Single Service Connection (1-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	3	\$ 750.00	\$ 2,250.00	Two Thousand Two Hundred Fifty Dollars and Zero Cents
104	Construct New Polyethylene Tubing Single Service Connection (1.5-Inch), Short Side, Including Field Location of Existing Meters, Tap, Pipe, Valves, and Connection to Meters, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd., Complete in Place	EA	4	\$ 1,280.00	\$ 5,120.00	Five Thousand One Hundred Twenty Dollars and Zero Cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
105	Construct Fire Service Connection (6-Inch), Including Field Location of Existing Fire Service, Pipe, Valves, Bends, Connection to Fire Service, and Cut, Plug, & Abandon Existing Fire Line, (Open-Cut & Backfill), Turf Establishment and Surface Restoration as Req'd, Complete in Place	EA	2	\$ 5,500.00	\$ 11,000.00	Eleven Thousand Dollars and Zero Cents
106	Turf Establishment, Full Sodding, Complete in Place	SY	900	\$ 6.00	\$ 5,400.00	Five Thousand Four Hundred Dollars and Zero Cents
107	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HML Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	SY	50	\$ 135.00	\$ 6,750.00	Six Thousand Seven Hundred Fifty Dollars and Zero Cents
108	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	SY	50	\$ 155.00	\$ 7,750.00	Seven Thousand Seven Hundred Fifty Dollars and Zero Cents
109	Traffic Control, as Necessary, Includes Acquiring Permits, Installation, Maintenance, & Removal of All Traffic Control Devices Required by Permit and as Shown on Project Plans, Complete in Place	LS	1	\$ 2,500.00	\$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents
Subtotal:				Alternate "B" Bid Items	\$ 211,480.00 (Items 88 thru 109)	

SUMMARY OF BID

BASE BID ITEMS	Items 1 thru 49	\$ 2,217,155.00
SUPPLEMENTARY BID ITEMS	Items 50 thru 68	\$ 96,300.00
ALTERNATE "A" BID ITEMS	Items 69 thru 87	\$ 170,220.00
ALTERNATE "B" BID ITEMS	Items 88 thru 109	\$ 211,480.00
TOTAL BASE BID ITEMS AND SUPPLEMENTARY BID ITEMS	Items 1 thru 68	\$ 2,313,455.00

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 09/16/2024 Received 09/16/2024

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Scohil Construction Services, LLC

Address: 18534 Mueschke Road

Cypress, TX 77433

Telephone: 281-955-8375

Date: 09/17/2024

ATTEST: _____

Secretary of Corporation _____

(Seal of Bidder Corporation) George Scoular / Owner

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 980,675.00

ALL OTHER CHARGES: \$ 1,332,780.00

*TOTAL: \$ 2,313,455.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.

ADDENDUM NO. 1

**WATERLINE IMPROVEMENTS PHASE 4
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS**

LJA JOB NO. E231-0110

September 16, 2024



The following changes will be considered part of the Construction Plans, Bid Proposal and Contract Documents:

Addenda – Contract Documents

1.) Reference: **Contract Documents – Table of Contents**

Replace: Table of Contents with revised Table of Contents marked **ADDENDUM NO. 1** (attached).
Added Section 23A. CBDG Documents for Alternate "B" – Bid No. B-24-07 – South Bypass 35 Waterline Replacement

2.) Reference: **Contract Documents – 23A. CBDG Documents for Alternate "B" – Bid No. B-24-07 – South Bypass 35 Waterline Replacement**

Added: Section 23A - CBDG Documents for Alternate "B" – Bid No. B-24-07 – South Bypass 35 Waterline Replacement marked **ADDENDUM NO. 1** (attached).

The Bid Due date/time and Bid Opening date/time are not affected by this Addendum No. 1 and remain unchanged.

END OF ADDENDUM NO. 1

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

George Scoular, being first duly sworn, deposes and says that:

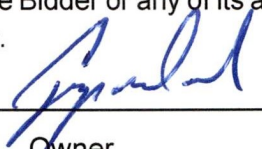
(1) He/She is Owner of Scohil Construction Services, LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Alvin (Local Public Agency) or any person interested in the proposed Contract; and

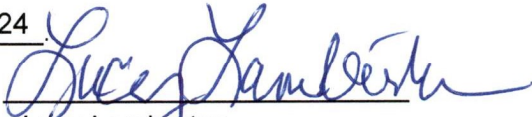
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) 

Owner

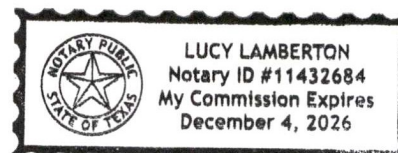
Title

Subscribed and sworn to me this 17th day of Sept., 2024

By: 

Lucy Lamberton
Notary Public

My commission expires December 4, 2026



ADDENDUM NO. 1

STATUTORY ASSURANCES AND COMPLIANCIES

1. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

2. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D thereof issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.

3. COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this contract the Contractor agrees as follows:

- a. The Contractor will conform to Executive Order No. 11246 of September 24, 1965 (E.O.11246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of E.O. 11246, and the rules, regulations, and

relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by E.O. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O. 11246, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

5. REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act" (48 Stat. 948; 62 Stat. 82; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractors contract.

6. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000) Compliance with Air and Water Acts:

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating

Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A Stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

7. COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

8. COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The Contractor hereby agrees to comply with all requirements related to federal awards for purchase of certain materials for infrastructure projects as may be noted in the bid and contract documents, and as applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

9. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS

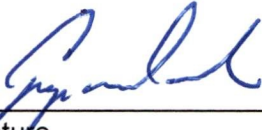
The Contractor hereby agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

10. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

CERTIFICATION

Certification – All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the aforementioned local, state and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.



Signature

September 17, 2024

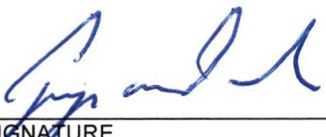
Date

George Scoular / Owner

(Print Name and Title)

(STATUTORY ASSURANCES AND COMPLIANCES)- 12.2023

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
Scohil Construction Services, LLC 18534 Mueschke Road Cypress, TX 77433	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
☒ Yes ☐ No	
The undersigned hereby certifies that:	
☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).	
☒ The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?	
☐ Yes ☒ No	
George Scoular / Owner	
NAME AND TITLE OF SIGNER (Please type)	
	
09/17/2024	
SIGNATURE	DATE

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Scohil Construction Services, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within Brazoria County and the City of Alvin.

- A. To ascertain from the Brazoria County Community Development Program staff the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the project area low income residents through: local advertising media, signs placed at the proposed site from the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all low-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000) which are typically let on a negotiated rather than a bid basis in areas other than the covered project area are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractural opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of labor hours which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity Plan objectives.

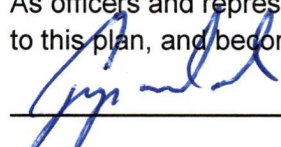
Proposed Contracts Breakdown

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to Local Businesses	Estimated \$ Amount to Local Businesses
Self Performed	-0-	-0-	-0-	-0-

Estimated Project Workforce Breakdown

Job Titles	No. of Positions	No. of Positions Currently Filled	No. of Positions Not Filled	No. of Positions to Fill with L/M Residents
Operators	-0-	4	-0-	-0-
Laborers	-0-	4	-0-	-0-
Pipelayers	-0-	1	-0-	-0-
Concrete Finisher	-0-	1	-0-	-0-
TOTALS:	-0-	10	-0-	-0-

As officers and representatives of Scohil Construction Services, LLC, I have read and fully agree to this plan, and become a party to the full implementation of the program and its provisions.



Signature

09/17/2024

Date

George Scoular / Owner

Print Name and Title

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason.

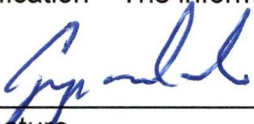
The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$100,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

CERTIFICATION

Certification – The information above is true and complete to the best of my knowledge and belief.



Signature

09/17/2024

Date

George Scoular / Owner

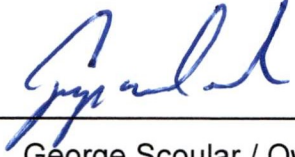
(Print Name and Title)

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Scohil Construction Services, LLC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name)


George Scoular / Owner

(Address)

18534 Mueschke Road

Cypress, TX 77433

City

State

Zip

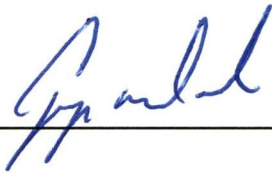
Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned George Scoular of Scohil Construction Services, LLC certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of an Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 752, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____



Date: 09/17/2024

Title: George Scoular / Owner

VERIFICATION TO NOT BOYCOTT ISRAEL

Texas Government Code 2270.001

☐ We _____ (Name) are a sole proprietorship and therefore exempt from the provisions as defined below.

☐ We _____ (Company name) have fewer than 10 employees and therefore exempt from the provisions as defined below.

If neither of the above boxes are checked, vendor shall verify the following for contracts of \$100,000.00 and above:

We, Scohil Construction Services, LLC (Company name), verify that we do not boycott Israel and will not boycott Israel during the term of this contract under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

09/17/2024

DATE


SIGNATURE OF COMPANY REPRESENTATIVE

George Scoular
PRINTED NAME

Owner
TITLE

ADDENDUM NO. 1

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

Scohil Construction

Name of Bidder: Services, LLC Date Organized: 04/2003

Address: 18534 Mueschke Road Date Incorporated: 04/2003
Cypress, TX 77433

Number of Years in Contracting Business under Present Name: 21

Contracts on Hand:

<u>Contract</u>	<u>Amount</u>	<u>Anticipated Completion Date</u>
-----------------	---------------	--

Please See Attached

Type of work performed by your company: Utility Contractor

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List the more important projects recently completed by your firm (be sure to include projects of similar importance):

<u>Project</u>	<u>Amount</u>	<u>Month/Year</u>	<u>Completed</u>
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See Attached

Major Equipment Available for this Contract:

See Attached

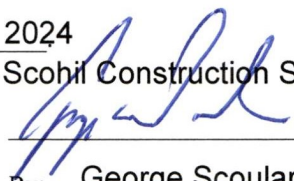
Attach resumes for the principal members of your organization, including the officers as well as the proposed superintendent for the project.

Credit Available: \$ 300,000.00

Bank Reference: Steve Gleisner / 713-388-1710

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Alvin in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 17th day of September, 2024


Scohol Construction Services, LLC

By: George Scoular

Title: Owner

REFERENCES

The following are the names, address, and phone numbers for three public agencies for which the Bidder has performed similar work within the past two years:

See Attached

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

Name

Address

City, State, Zip

(Area) Phone

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor is Doing Business	Address of Office, Mill or Shop	Percent of Total Contract	Specific Description of Subcontract
Lopez Brothers Enterprises, Inc.	7421 Miller Road # 2 Houston, TX 77049	3.9%	Material Hauling
Mickie Service Co. Inc.	P.O. Box 55544 Houston, TX 77255	0.53%	TS&V

SCOHI Construction Services, LLC

18534 Mueschke Road
Cypress, Texas 77433

Phone: 281-955-8375 Fax: 281-955-0570
e-mail: lucy@scohil.com

COMPANY PROFILE

Scohil Construction Services was formed in March of 2003 as a Corporation. The owner and General Manager George M. Scoular, Field Supervisors Joe Soto and Cirinio Rivera and Office Manager Lucy Lamberton have over sixty five years of combined experience in the construction industry. Projects have been estimated, supervised and constructed for both Municipal and Private Entities.

Scohil Construction Services has experience in, and the capability to perform, the following construction related activities:-

- 1) Clearing, Grubbing and Site Work
- 2) Storm Water Detention Ponds
- 3) Lime / Cement Soil Stabilization
- 4) Utility Installation including water, sanitary and drainage.
- 5) Wastewater Lift Stations
- 6) Potable Water Pump Stations
- 7) Concrete Structures inc. Pier and Beam Building Slabs
- 8) Concrete Flatwork inc. paving, driveways
- 9) Sanitary Sewer Rehabilitation by Sliplining or Pipebursting

Scohil is fully insured, carrying workers compensation, and a \$2 Million aggregate general liability and \$2 million Umbrella. Scohil is bondable up to a \$ 15 million aggregate project value. Insurance certificate are available upon request.

Scohil Construction Services, LLC is registered with The Texas Department of Transportation and The City of Houston as a Small Business Enterprise (SBE).

Scohil Construction Services, LLC.

All Projects Superintendant is Cirinio Rivera

Completed Construction Projects

Description	Client	Contract Amount	Contact Reference	Date Completed
Water Line Replacement in Woodway Area	City of Houston	\$ 3,164,800.00	Robert Miles	Nov-19
-38,000 lf of 8 & 12" Water Line Installation	City of Houston		832-395-2330	Prime Contractor
-Asphalt and Concrete Repair				
-Trenchless				
Waterline Improvements Phase 1	City of Alvin	\$ 1,283,190.00	Les Dodson	Mar-20
- 6" & 8" 17,500 lf Water Line Installation	LJA Engineers		713-450-4629	Prime Contractor
-Concrete Repair				
-Trenchless				
12" Water Line Repair along I-10 Frontage Road	Memorial Villages Water Authority	\$ 77,737.00	Norman E. Gutierrez	Apr-20
-200 lf 12" Water Line Installation	Langford Engineering, Inc.		713-461-3530	Prime Contractor
-Concrete Repair				
-Trenchless				
N. Rosenberg Water Distribution Improvements Phase VI and Sanitary Sewer Improvements to Serve Candler Road Area	City of Rosenberg	\$ 307,094.00	Llarance Turner	Jul-20
- 3000 lf 6" & 8" Water Line Installation	Kaluza Inc.		281-341-0808	Prime Contractor
-Asphalt and Concrete Repair				
Trenchless				
MUD 238 Morton Road Water Main Extention	MUD 238	\$ 280,144.59	Taylor Reed	Aug-20
- Water Line Installation 2895 lf 8" & Casing	VSC Engineering		713-782-0042	Prime Contractor
-Asphalt and Concrete Repair				
-Trenchless				
Waterline Rehab along Oak Manor Drive, Brier Oak Drive & Surrey Oak Court	Oak Manor MUD	\$ 228,177.00	Les Dodson	Aug-21
-1965 lf 8"Water Line Installation	LJA Engineering		713-450-4629	Prime Contractor
-Concrete Repair				
-Trenchless				
New Water System - Water Distibution System (Contract A) City of Patton Village	City of Patton Village	\$ 4,254,486.00	Miles Fabian	Sep-21
- 21,000 lf of 8"Water Line Installation	AEI Engineering		281-350-7027	Prime Contractor
- Concrete Repair				
-Trenchless				
Emerald Forest UD 4" Force Main to Serve Lift Station No. 5	Emerald Forest UD	\$ 441,900.00	Daniel Ramos	Apr-22
- 4,500 LF 4" Force Main Installation	AEI Engineering		281-350-7027	Prime Contractor
Trenchless				
- Concrete Repair				
City of Katy 11th Street Water Line Replacement Project	Emerald Forest UD	\$ 441,900.00	Bobby Vasek	Apr-22
- 1,720 LF 8"Water Line Installation	ARKK Engineers, LLC		713-400-2755	Prime Contractor
Trenchless				
- Concrete Repair				
Oakbrook & Oakbrook Estates Water Quality	City of Pearland	\$ 562,130.40	Morgan Early	Mar-22
- 4,600 lf 6" & 8" Water Line Installation	Trer ARKK Engineering		281-652-1734	Prime Contractor
- Concrete Repair				

City of Richwood 2021 CDBG Walnut

Drive Water Main	City of Richwood	\$	117,970.00	Morgan Ruiz	Jun-22
- 1,525 LF 6" & 8" Water Line Installation					
Trenchless	Strand Associates			979-836-7937	Prime Contractor
- Concrete Repair					

Eastex Phase 2 for HC WCID # 74	D&W Contractors, Inc.	\$	1,402,890.00	Dave Sidwell	Oct-22
- 6,325 lf 4", 6" & 8" Water Line Installation	ARKK Engineering			281-456-0898	Subcontractor
- Concrete Repair					

Description	Client	Contract Amount	Contact Reference	Date Completed	
12" Emergency Interconnect with Faulkey Gully MUD	Malcomson Road UD	\$	219,830.00	Jake Kocurek	Oct-22
- 765 lf 12" Water Line Installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
- Concrete Repair					
WA-01 Highway 6 West Water Line Extension Project (IFB #22-243)	City of Missouri City	\$	210,590.00	Madhu Kilambi	Oct-22
- 1185 lf 12" Water Line Installation	ARKK Engineering		713-400-2755	Prime Contractor	
Trenchless					
- Concrete Repair					
Off-Site 16" & 12" Water Line to Serve The Circle Oak Development	Fort Bend County MUD No. 207	\$	816,230.00	Nicholas Hollek	Jan-23
- 1662 lf 16" & 500 lf 12" Water Line Installation	LJA Engineering		713-953-5200	Prime Contractor	
Trenchless					
- Concrete Repair					
Champions West Water Line Replacement	Champions MUD	\$	3,398,997.00	Adam Anderson	Aug-23
-18,677 lf 8" Water Line Installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
- Concrete Repair					
Champions South Water Line Replacement	Champions MUD	\$	2,582,106.00	Adam Anderson	Apr-24
-16,162 lf 8" Water Line Installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
Force Main & Water Line Relocation for E132-00-00 Improvements	HCFWSD No. 61	\$340,779.00	Brent Flischer	May-24	
-330 lf 8" Water Line installation	Lockwood, Andrews & Newman, Inc.		713-266-6900	Prime Contractor	
Trenchless					
and 631 lf 6" & 8" Sanitary Sewer					
Waterline Rehabilitation	Memorial Club Townhomes Assoc	\$211,260.50	Brian Doolittle	Aug-24	
-1138 6", 4" & 2" Water Line Installation	LJA Engineering		713-657-6027	Prime Contractor	
Trenchless					

Schoil Contruction Services - Construction Projects in Progress

Description	Client	Contract Amount	Contact Reference	Est. Date Completed
Transco/UTLX Water Line Extension	Sheldon Road MUD	\$985,540.00	Ryan Nokelby	Dec-24
-5000 6", 12" & 20" Water Line Installation	HDR Engineering, Inc.		713-622-9264	Prime Contractor
Trenchless				

SCOHIL Construction Services, LLC.

18534 Mueschke Road
Cypress, Texas 77433

George M. Scoular

George M. Scoular

Education:

B.Sc., Civil Engineering, University of Glasgow,
Glasgow, Scotland, 1980

Continuing Education:

Micro-Tunnel Short Course, Colorado School of
Mines, Golden, Colorado, 1996

Memberships:

The Gulf Coast Trenchless Association

American Society of Military Engineers

Experience:

Business Owner, Scohil Construction Services, LLC.
Houston, Texas
April 2003 – Present.

Operations Manager, Environmental Engineers and
Constructors, Inc., Houston, Texas
April 2000 – April 2003.

Project Manager, William H. Gray Construction Co.,
Inc., Houston, Texas
June 1993 – April 2000.

Project Manager / Project Engineer, National
Projects, Inc., Houston, Texas
June 1987 – June 1993.

Site Manager, Houston Patio and Garden Center,
Houston, Texas
May 1982 – May 1987.

Design Engineer, Brown and Root, Inc., Houston,
Texas
September 1981 – May 1982.

Fields of Experience:

Mr. Scoular formed Scohil Construction Services, LLC. to offer the services of a quality oriented and multi-faceted construction firm to the construction industry. Scohil Construction personnel offer expertise in building reinforced concrete structures, drilled pier and beam building slabs, lift stations, shallow utility installation, sanitary sewer rehabilitation, tunneling, concrete flat work and construction management.

As Operations Manager for Environmental Engineers and Constructors, Mr. Scoular brought his knowledge, experience and work crews to launch EEC into the sanitary sewer rehabilitation market.

As a Project Manager for William H. Gray Construction, Mr. Scoular played an instrumental role in the establishment and start-up of the company's underground excavation / construction operations and taking the company from open-cut excavation in to micro-tunnel technology, as well as into the rehabilitation market. He was responsible for reviewing and evaluating bids for construction, conducting pre-bid surveys, and utilizing DAES (Computer Aided Estimating System) and manual calculations in the

development of bids and proposals. He negotiated subcontractor agreements, maintained materials and labor costs, prepared reports and correspondence to include Requests for Information, Requests for Proposals, and Change Orders. He handled the recruiting, hiring, training, and supervising of up to 35 skilled project crew members comprised of project foreman, operators, miners, and welders, as well as coordinating, scheduling, and supervising subcontractors and monitoring the performance and quality of workmanship, authorizing construction draws and payment of invoices. He interfaced directly with City Designers, Engineers, Inspectors, and Laboratory Technicians, as well as corporate Controller, President, Chief Estimator, and vendors, suppliers, equipment manufacturers, etc.

As Project Manager / Project Engineer for National Projects, Inc., Mr. Scoular established and maintained line and grade for Tunnel Boring Machine (TBM) utilizing laser technology, and survey prisms to guide TBM through horizontal and vertical curves. He coordinated and managed all engineering aspects required for completion of excavation and installation

of steel pipe and reinforced concrete liners, negotiated and submitted change orders, and commissioned waterline and sewer projects.

As Site Manager for Houston Patio and Garden Center, Mr. Scoular coordinated new start-up of six retail locations while managing daily operations of the Katy, Texas store. He recruited, hired, trained, and supervised activities of personnel, coordinated and trained personnel for new start-up locations, and monitored and maintained merchandising and display construction. He developed and implemented store policies and procedures, and served as company liaison in the proper handling and usage of chemicals throughout all store locations.

As Design Engineer for Brown and Root, Inc. Mr. Scoular designed and created rough and finished drawings of steel offshore jackets and drilling platforms, and earthquake design and checked on large machinery foundations and steel buildings. He played an instrumental role in the standardization of in-house deck designs, to include lifts and punching shear and ring stress analysis. He developed reinforced concrete structural designs to include beams, walls, floor slabs, and foundations. He extensively utilized the in-house computer aided design software programs in the development of rough and finished drawings.

Mr. Scoular is an accomplished individual offering a Bachelor's Degree in Civil Engineering and over twenty years of successful experience encompassing Project Cost Estimator, Project Manager, Project Engineer, and Design Engineer within the heavy construction industry. He is skilled in the examination and evaluation of financial data, profit and loss analysis, management procedures, and implementation of controls. Areas of expertise include labor and materials cost estimating, budget development and administration, vendor and supplier sourcing and qualification, contract negotiation and administration, and personnel development and supervision.

Mr. Scoular's project experience includes:

Construction and Management

- Managed the City of Houston, Galleria Relief Sewer Project comprised of a 12,170 linear foot soft ground sewer tunnel with a 66 inch concrete jacking pipe, 55 inch Hobas fiberglass pipe in rib and lagging tunnel with lightweight cellular concrete backfill. Project valued in excess of \$9.3MM.
- Served as Project Engineer for the \$13.9MM Clinton Drive – East Water Plant project in Galena Park, Texas, comprised of a 14,000 lineal foot soft ground water tunnel, utilizing a 121 inch Lovat Tunnel Boring Machine with rib and board primary support, 96 inch welded steel pipe, four large diameter butterfly valves, epoxy lining of steel pipe, and concrete grout backfill.
- Requested to serve as Project Engineer on the \$12.7 MM Central Arizona Water Distribution System project in Tucson, Arizona which was over budget and past completion due date. Restructured overall project, comprised of 8,500 linear foot soft rock water tunnel serving as final link of the project, supervised all engineering aspects required for completion of the excavation, installed steel pipe and reinforced concrete liner, and completed project with minimal costs, approval of the Federal Bureau of Reclamation, and without liquidated damages.
- Served as Lead Project Engineer at the corporate level with Morrison Knudsen Corporation in Boise, Idaho (1989-1992) developing cost estimates and proposals for new domestic and international projects ranging in value from \$12MM to \$60MM per project.
- Managed City of Houston \$6.7MM Harwin Street Project. Comprised of 14,000 linear foot open cut watermain construction of 36 to 54 inch concrete pipe. 350 linear feet of 86 inch Akkerman Tunnel Boring Machine with gasketed liner plate primary support, 60 and 80 inch hand excavation with liner plate primary support, 48 inch Hobas Jacking Pipe with hand excavation. Installation and grouting of pipe in tunnel.
- Managed the 48-inch river crossing project in San Marcos, Texas comprised of jacked steel casing and hand excavation, shaft liner plate excavation, and lightweight cellular concrete backfill, for a total bid value of \$250K.
- Bid, secured, and managed six micro-tunnel projects as part of the 1.2 billion dollar City of Houston 5-year EPA Moratorium to upgrade City's waste water system, with contract awards ranging between \$3.7MM up to \$6.2MM per project.
- Managed \$2.8 MM Lawndale/Telephone Road Relief Project utilizing micro-tunneling on a 24-hour operation.
- Managed the Forest Hill Relief Sewer Project at \$700K, resulting in the company receiving its first City of Houston's Customer Service Award.
- Managed the \$3.7MM Bennington Relief Project, a 24-hour operation utilizing two micro-tunnel boring machines
- Managed the \$4.7MM Antoine/Long Point Relief Sewer Project, a 24-hour operations utilizing two micro-tunnel boring machines.
- Managed the \$5.9MM Westheimer Relief Sewer Project, a 24-hour operations utilizing three micro-tunnel boring machines and resulting in the company receiving the City of Houston's Customer Service Award.
- Managed the \$1MM micro-tunnel portion of The San Jacinto Sewer Relief in Conroe, Texas.

- Managed and procured new equipment for the \$3.7MM City of Houston Sims Bayou Sewer Rehabilitation Project, Comprised of 70,000 lf of Sliplining and Pipebursting. Trained crews and project management to expand the company's presence in the sewer rehabilitation market.
- Managed the \$1.5MM City of Bellaire Rehabilitation Project comprised of 8", 12", 16" and 18" pipebursting.
- Managed the \$3.2MM & \$2.8MM City of Houston Sanitary Sewer Rehabilitation in Sims Bayou & Upper Brays comprising of sliplining, pipebursting and manhole rehabilitation.
- Managed the \$700K City of Houston Windswept Lift Station replacement. 16.5 ft dia x 29 ft deep concrete caisson structure, electrical, odor control structure and site paving.
- Managed the \$900K City of Houston rehabilitation of Dairy Ashford #5, Heather Ridge, Walden Place and Longwoods Lift Stations.
- Managed the \$2.7MM concrete point repairs and asphalt overlay "Completion Contract" on behalf of the surety for The City of Bellaire.
- Managed the \$2.2MM City of Houston Chocolate Bayou Wastewater Treatment Plant Expansion to include construction of a new 5,000 sf Blower Building. The building included drilled pier and beam foundation, concrete block wall with brick façade. Storm water drainage improvements and concrete site paving.
- Managed \$340K "Completion Contract" for St Paul Surety Co .to complete Woodtrace MUD #1 Development. Contract consisted of concrete pavement, storm sewer, drainage and waterline.
- Subcontracted construction of several Water Storage Tank ringwall foundations and installation of 12" welded steel waterline for City of Houston facilities.
- Subcontacted over \$6MM of "Takeover" and "Completion Contracts" on behalf of several surety companies. Contracts have included waterline testing and repairs, sanitary sewer, manhole testing and repairs, concrete pavement replacement and repairs, storm sewer drainage, cleaning, testing and repairs. All contracts were completed and accepted by the respective owners.

Cirinio Rivera
Houston, Texas 77039
(713) 875-5527

Objectives

To capitalize and expand on experience and proven capabilities in a more challenging position.

Experience

Scohil Construction Services, LLC
April 2003 – Present

Superintendent

Supervise field work for Scohil Construction, order materials, equipment and coordinated work with subcontractors. Projects included: Waterline installation, testing and tie-ins. Sanitary and storm sewer, installation, repairs and testing. Lot clearing and drainage installation. Concrete flatwork and specialized structures, grading, form setting, steel and concrete placement.

Environmental Engineers and Constructors II, Ltd. (EEC)
May 2000 – April 2003

Site Foreman

Supervised rehabilitation crew in all aspects of rehabilitation of existing sanitary sewers, specializing in Pipebursting and Sliplining. Supervised crew in Rehabilitation of Lift Stations, Site Paving, Mechanical incl. Valves and Piping, Setting Forms to Grade for Building Footings and Various Concrete Structures.

Wm. H. Gray Construction Co.
October 1994 – May 2000

Working Foreman & Tunnel Machine Operator

Specialized in Micro-Tunnel Construction utilizing Iseki remote controlled / Laser Guided Slurry Machines using VCP, FRP and Steel Pipes up to 60" diameter.

Responsible for Sliplining and Pipebursting Crew incl. Butt Fusion of HDPE Pipe, Operations of TT Technologies Rehabilitation equipment – Hydrostatic Winch and Pneumatic Hammers.

Neon Electric
August 1991 – September 1994

Welder

Fabricated steel framework, signs

Key Points:

Self Starter

Equipment Operator inc. Rubber Tire and Trackhoe, Skid Steer Loaders

Layout Projects from Blueprints

Shoot Grades and Set Lazer

Certified Welder

References Available Upon Request.

SCOHIL Construction Services, LLC

18534 Mueschke Rd
Cypress, TX 77433

Phone: 281-955-8375 Fax: 281-955-0570
e-mail: lucy@scohil.com

COMPANY EQUIPMENT

2007 Caterpillar 420E Loader Backhoe

2007 Caterpillar 247B Multi Terrain Loader

1993 Ingersol-Rand DD-24 Asphalt Roller

(2) 2006 Airman 185 CFM Air Compressor

2019 Caterpillar 420F2-It

2011 AH300 Boring Machine

2014 Caterpillar 420F-IT

2014 Caterpillar 420F-IT

2016 CAT 420FIT

2017 Bobcat E85 Excavator

2021 Bobcat E88 Excavator

2022 Kato Mini Excavator

Bank, Accountant and Surety References

Bank

Information:

Frost Bank
20002 NW. Fwy
Jersey Village, Texas 77065
Contact: Steve Gleinser or Melissa Davis
(713) 388-1710 -P
Account –50 3106667/50 3206661 Originated 09/2021
Line of Credit \$ 300,000.00

Surety

Information:

Travelers Casualty & Surety Company of America
4650 Westway Park Blvd.
Houston, TX 77041-2036
Contact: Richard W. Sauer
281-606-8418-P
281-606-8436-F
Agent – Southern American Insurance Co. 281-890-9294
Bonding coverage 15 Million Aggregate Project Value

Accountant

Information:

Tange, Mann and Garza P.C.
1415 North Loop W, #210
Houston, TX 77008
Contact: Robert Mann
713-880-1120-P
713-880-1388-F

SCOHIL Construction Services, LLC

18534 Mueschke Road
Cypress, Texas 77433

Phone: 281-955-8375 Fax: 281-955-0570
e-mail: lucy@scohil.com

References

ARKK Engineering
Madhu Kilambi
713-400-2755

LJA Engineering:
Jimmy Flowers, P.E.
713-657-6013

Lockwood, Andrews & Newnam, Inc.
Jake W. Kocurek, P.E.
713-821-0433

AEI Engineering
Miles W. Fabian, P.E.
Project Manager
281-569-0457

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

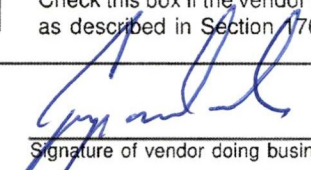
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

09/17/2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Scohil Construction Services, LLC
Cypress, TX United States

Certificate Number:

2024-1214674

Date Filed:

09/16/2024

Date Acknowledged:

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

City of Alvin

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

B-24-03
Waterline Improvements - Phase 4

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Scoular, George	Cypress, TX United States	X	

5 Check only if there is NO Interested Party.

☐

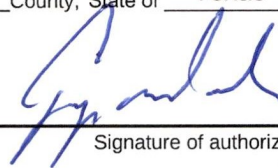
6 UNSWORN DECLARATION

My name is George Scoular, and my date of birth is 01/25/1958.

My address is 18534 Mueschke Road, Cypress, TX, 77433, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 17th day of Sept, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Office of the Secretary of State

CERTIFICATE OF ORGANIZATION OF

SCOHIL CONSTRUCTION SERVICES, L.L.C.

Filing Number: 800198627

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/29/2003

Effective: 04/29/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

ARTICLES OF ORGANIZATION

OF

SCOHIL CONSTRUCTION SERVICES, L.L.C.

FILED
In the Office of the
Secretary of State of Texas

APR 29 2003

Corporations Section

I, the undersigned natural person of the age of eighteen years or more, acting as organizer of a limited liability company under the Texas Limited Liability Company Act, do hereby adopt the following Articles of Organization for such limited liability company:

ARTICLE I

The name of the limited liability company, referred to in these Articles as the "Company", is **SCOHIL CONSTRUCTION SERVICES, L.L.C.**

ARTICLE II

The period of duration of the Company is perpetual.

ARTICLE III

The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Texas Limited Liability Company Act.

ARTICLE IV

The address of the Company's initial registered office is 139 Selkirk Drive, Sugar Land, Texas 77479.

The Company's initial registered agent at that address is Harry J. Hilton.

ARTICLE V

The Company is to be managed by a manager or managers. The names and addresses of the persons who are to serve as managers until the first annual meeting of members or until their successors are elected and qualified are as follows:

Harry J. Hilton
139 Selkirk Drive
Sugar Land, Texas 77479

George M. Scoular
8402 E. Copper Lakes Dr.
Houston, Texas 77095

ARTICLE VII

The name and address of the organizer is as follows:

MONTE S. DONALDSON
4615 Southwest Freeway, Suite 600
Houston, Texas 77027

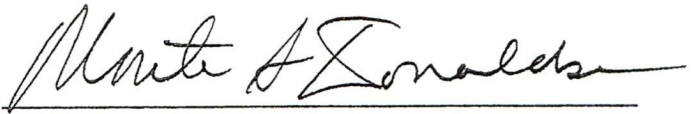
ARTICLE VIII

No manager of the Company shall be liable to the Company or its members for monetary damages for an act or omission in the manager's capacity as a manager, except for liability of a manager for (i) a breach of a manager's duty of loyalty to the Company or its members, (ii) an act or omission not in good faith that constitutes a breach of duty of the managers to the Company or an act or omission which involves intentional misconduct or a knowing violation of the law, (iii) a transaction from which a manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's position, or (iv) an act or omission for which the liability of a manager is expressly provided for by an applicable statute. If the Texas Limited Liability Company Act, the Texas Business Corporation Act, the Texas Miscellaneous

Corporation Laws Act, or other applicable law is amended to authorize action further eliminating or limiting the liability of managers, then the liability of a manager of the Company shall be eliminated or limited to the fullest extent permitted by the Texas Limited Liability Company Act, the Texas Corporation Act, the Texas Miscellaneous Corporation Laws Act, or other applicable law, as so amended.

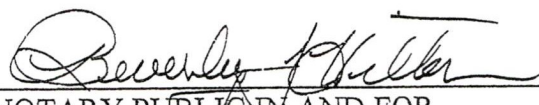
Any repeal or modification of the foregoing paragraph by the members shall not adversely affect any right or protection of a manager existing at the time of such repeal or modification.

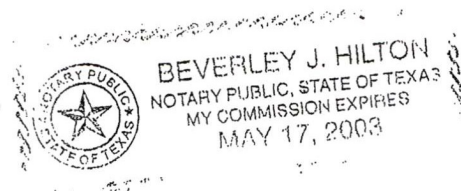
IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of APRIL, 2003.


MONTE S. DONALDSON, Organizer

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

April SWORN TO by MONTE S. DONALDSON on this the 25th day of April, 2003.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS





Office of the Secretary of State

April 30, 2003

Lawyers Aid Service
408 W. 17th, Ste. 101
Austin, TX 78701 USA

RE: SCOHIL CONSTRUCTION SERVICES, L.L.C.
File Number: 800198627

It has been our pleasure to file the articles of organization and issue the enclosed certificate of organization evidencing the existence of the newly created limited liability company.

Unless exempted, limited liability companies are subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the company at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the company. The first year franchise tax return will be due a year and ninety days following organization. Thereafter, an annual franchise tax return is due in May of each year. If you need to contact the Comptroller about franchise taxes, you may contact the agency by calling (800) 252-1381, by e-mail to tax.help@cpa.state.tx.us or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555.

Limited liability companies do not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the company needs to amend one of the provisions in its articles of organization. It is important for the company to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in involuntary dissolution of the company.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure



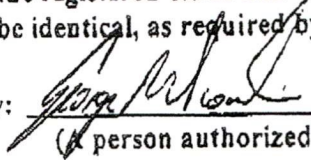
Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

COPY

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is Seohil Construction Services, LLC
and the file number issued to the entity by the secretary of state is 800198627
2. The entity is: (Check one.)
 - ☐ a *business corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.
 - ☐ a *non-profit corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.
 - ☒ a *limited liability company*, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.
 - ☐ a *limited partnership*, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.
 - ☐ an *out-of-state financial institution*, which has authorized the changes indicated below in the manner provided under the laws governing its formation.
3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 135 Selkirk Drive, Sugar Land, Texas 77079
4. ☒ A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)
8402 East Copper Lakes Drive, Houston, Texas 77095
OR ☐ B. The registered office address will not change.
5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Harry J. Hilton
6. ☒ A. The name of the NEW registered agent is George M. Scowlar
OR ☐ B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: 
(A person authorized to sign
on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.
2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.
3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.
4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00 ✓
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

SCOHL CONSTRUCTION SERVICES, L.L.C.

FINANCIAL STATEMENTS

Years Ended April 30, 2024 and 2023

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Member
Scohil Construction Services, L.L.C.
Houston, Texas

We have reviewed the accompanying financial statements of Scohil Construction Services, L.L.C. (a corporation), which comprise the balance sheets as of April 30, 2024 and 2023, and the related statements of operations and member's equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Scohil Construction Services, L.L.C and to meet our other ethical responsibilities, in accordance with relevant ethical requirement related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in Schedules 1 and 2 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Tange, Mann + Garga

September 6, 2024

SCOHL CONSTRUCTION SERVICES, L.L.C.
BALANCE SHEETS

ASSETS

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Current Assets:		
Cash	\$ 1,855,282	\$ 1,002,856
Contract receivables:		
Trade	308,336	421,752
Retainage receivable	<u>168,255</u>	<u>-</u>
	476,591	421,752
Costs and estimated earnings in excess of billings	-	267,849
Income tax receivable	<u>-</u>	<u>57,447</u>
Total Current Assets	<u>2,331,873</u>	<u>1,749,904</u>
Property and Equipment:		
Machinery and equipment	1,027,800	1,018,637
Automobile and trucks	319,789	304,427
Furniture and fixtures	17,267	16,306
Building and improvements	531,183	529,258
Land	<u>282,559</u>	<u>282,559</u>
	2,178,598	2,151,187
Less accumulated depreciation	<u>1,163,482</u>	<u>1,122,403</u>
Net Property and Equipment	<u>1,015,116</u>	<u>1,028,784</u>
Other Non-Current Assets:		
Deposits	<u>6,598</u>	<u>4,589</u>
Total Other Non-Current Assets	<u>6,598</u>	<u>4,598</u>
Total Assets	<u>\$ 3,353,587</u>	<u>\$ 2,783,286</u>

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
BALANCE SHEETS (CONTINUED)

LIABILITIES AND MEMBER'S EQUITY

	April 30,	
	<u>2024</u>	<u>2023</u>
Current Liabilities:		
Current maturities of long-term debt	\$ 10,921	\$ 66,732
Accounts payable – trade, including retainage payable of \$-0- in 2024 and 2023	154,835	109,231
Accrued expenses:		
Payroll and payroll taxes	23,613	21,885
Federal income tax payable	97,000	-
State income tax payable	<u>11,078</u>	<u>12,212</u>
Total Current Liabilities	<u>297,447</u>	<u>210,060</u>
Long-term Debt, net of current portion	-	56,230
Deferred Federal Income Taxes	<u>58,000</u>	<u>61,000</u>
Total Liabilities	355,447	327,290
Member's Equity	<u>2,998,140</u>	<u>2,455,996</u>
Total Liabilities and Member's Equity	<u>\$ 3,353,587</u>	<u>\$ 2,783,286</u>

See accompanying notes and independent accountants' review report.

SCOIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

	Year Ended April 30,	
	2024	2023
Contract revenues earned:		
Contracts completed	\$ 4,107,985	\$ 3,007,728
Contracts in progress	-	2,380,791
Total revenue	4,107,985	5,388,519
Direct costs:		
Payroll	631,328	577,445
Payroll taxes	48,417	44,403
Workers compensation insurance	13,615	12,485
Materials	1,179,455	2,075,885
Subcontracts	21,165	569,169
Equipment rentals	153,149	49,498
Hauling charges	112,705	127,776
Fuel	29,590	38,408
Permits and bonds	45,070	64,287
Other direct costs	70,879	75,103
	2,305,373	3,634,459
Other direct costs not allocated to individual jobs:		
Payroll	48,662	80,458
Payroll taxes	2,483	4,717
Workers compensation insurance	478	(842)
Equipment maintenance	62,887	69,201
Other costs	4,551	10,218
Depreciation	87,230	87,034
	206,291	250,786
Field profit	1,596,321	1,503,274
General and administrative expenses:		
Travel and transportation expense	110,163	128,806
Bank charges	607	189
Depreciation	14,838	15,391
Insurance	139,028	119,236
Interest	1,307	5,591

See accompanying notes and independent accountants' review report.

SCOIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY (CONTINUED)

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
General and administrative expenses (continued):		
Payroll	\$ 455,198	\$ 322,231
Payroll taxes	29,001	21,899
Office supplies and expense	4,401	8,990
Professional fees	21,847	25,108
Repairs and maintenance	34,644	36,909
Taxes - other	30,783	31,558
Telephone	6,860	10,633
Utilities	9,806	7,805
Pension, profit sharing contribution	19,538	14,221
Miscellaneous	33,675	22,697
	<u>911,696</u>	<u>771,264</u>
Operating income	<u>684,625</u>	<u>732,010</u>
Other income (expense):		
Gain (loss) on asset disposals	(9,871)	(3,663)
Interest income	25,468	23,040
Other income	-	-
	<u>15,597</u>	<u>19,377</u>
Income before income taxes	<u>700,222</u>	<u>751,387</u>
Provision for income taxes:		
Current	161,078	165,319
Deferred	(3,000)	(4,000)
	<u>158,078</u>	<u>161,319</u>
Net income	542,144	590,068
Member's equity - beginning of year	2,455,996	1,874,928
Distribution of equity	-	(9,000)
Member's equity - end of year	<u>\$ 2,998,140</u>	<u>\$ 2,455,996</u>

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF CASH FLOWS

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
Cash flows from operating activities:		
Net income	\$ 542,144	\$ 590,068
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	102,068	102,425
Deferred income taxes	(3,000)	(4,000)
Loss (gain) on asset disposals	9,871	3,663
	<u>651,183</u>	<u>692,156</u>
Changes in operating assets and liabilities:		
Decrease (increase) in operating assets:		
Accounts receivable	(54,839)	(42,133)
Costs and estimated earnings in excess of billings	267,849	(146,519)
Federal income tax receivable	57,447	177,118
Water meter deposit	(2,000)	(3,348)
Increase (decrease) in operating liabilities:		
Accounts payable	45,604	(56,098)
Accrued expenses	1,728	2,181
Federal income tax payable	97,000	-
Sales income taxes payable	(1,134)	10,378
	<u>1,062,838</u>	<u>633,735</u>
Cash flows from investing activities:		
Purchase of property and equipment	(98,271)	(77,947)
Distribution of equity	-	(9,000)
	<u>(98,271)</u>	<u>(86,947)</u>
Cash flows from financing activities:		
Payments of long-term borrowings	(112,041)	(69,496)
	<u>(112,041)</u>	<u>(69,496)</u>

See accompanying notes and independent accountants' review report.

SCOIL CONSTRUCTION SERVICES, L.L.C.
STATEMENTS OF CASH FLOWS (CONTINUED)

	Year Ended April 30,	
	2024	2023
Increase (decrease) in cash	\$ 852,426	\$ 477,292
Cash - beginning of year	1,002,856	525,564
Cash - end of year	<u>\$ 1,855,282</u>	<u>\$ 1,002,856</u>
Supplemental disclosures:		
Federal and state income taxes paid	<u>\$ 220,000</u>	<u>\$ 63,728</u>
Interest paid	<u>\$ 1,307</u>	<u>\$ 5,591</u>

See accompanying notes and independent accountants' review report.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 1 - Nature of Business and Significant Accounting Policies

Nature of Business - Scohil Construction Services, L.L.C. is a limited liability company organized and existing under the laws of the State of Texas. The Company's operations consist of site work, utility installation, and concrete and asphalt paving.

Revenue and Cost Recognition - The Company evaluates its contracts with customers to identify the promised goods or services and recognizes revenue for the identified performance obligation at the amount the Company expects to be entitled in exchange for those goods or services. A performance obligation is a promise in a contract to transfer a distinct good or service to a customer. A construction contract is a single performance obligation that is satisfied over time. Payment is also due overtime in installments, based on project phases as specified in the contract, with a final payment due at the time the contract is completed, and the customer accepts the property. The Company recognizes revenues from fixed-price construction contracts using the cost-to-cost input method which measures progress toward completion based on the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. No field profit is recognized on contracts less than fifteen percent complete.

When bidding a job, the Company uses bid unit pricing based on fixed quantities. Field conditions may cause quantity overruns or underruns, which normally don't exceed 5% and for which payment is negotiated. Most contracts provide for liquidated damages if the job is completed late without cause. No liquidated damages were assessed in fiscal 2024 and 2023.

Contract costs include all direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation. Costs of inefficiencies or wasted resources (material or labor) are excluded when measuring progress and are expensed as incurred. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are generally recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting are accounted for as changes in estimates in the current period but are limited to an amount that would not result in a significant reversal of revenue in future periods. The Company generally warrants its work for one year after the date that substantial completion has been agreed to. Warranty costs for the years ended April 30, 2024 and 2023 were immaterial.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 1 - Nature of Business and Significant Accounting Policies (continued)

The contract asset, "Costs and estimated earnings in excess of billings", represents revenue recognized in excess of amounts billed. The contract liability, "Billings in excess of costs and estimated earnings", represents billings in excess of revenues recognized.

Cash and Cash Equivalents - For the purpose of the balance sheet and the statement of cash flows, the Company considers all short-term investments with an original maturity of three months or less to be cash equivalents.

Property, Equipment and Depreciation - Property and equipment are stated at cost. Maintenance and repairs are charged to operations as incurred. Depreciation is computed using the straight-line method over the following estimated useful lives:

Machinery and equipment	5 - 7 years
Automobiles and trucks	5 - 7 years
Furniture and fixtures	5 - 7 years
Building and improvements	15 - 40 years

Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those amounts.

New Accounting Pronouncements – Effective April 1, 2022, the Company adopted a new lease standard promulgated by Accounting Standard Update (ASU) 2016-02, *Leases* (ASC topic 842), and subsequent amendments. In accordance with ASU 2016-02, the Company is required to capitalize lease assets and lease obligations on its balance sheet for all equipment and real estate leases with remaining lease term that exceeds 12 months, and to provide certain disclosure related to those leases. Short-term rental under year-to-year leases, or remaining lease term of 12 months or less are exempt from being capitalized. As of the date of the report, the Company has not engaged in any leases that fall under the new lease standard.

The Company's management is not aware of any other new pronouncements that have been released and not yet effective, which could possibly have a significant impact to its financial position or results of operations in future periods.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 2 - Concentration of Credit Risk

Scohil Construction Services, L.L.C. maintains cash accounts in two banks. The amounts in excess of Federal Deposit Insurance Corporation amounts are subject to loss should the bank fail. As of April 30, 2024 and 2023, the amount of cash deposits in excess of federal insurance limit (FDIC) was \$1,604,781 and \$752,355, respectively.

The Company provides services for and grants credit to customers in Houston and the surrounding area.

Note 3 - Accounts Receivable

Accounts receivable are reported at the amount management expects to collect from outstanding balances. Based on management's assessment of the credit history with those having outstanding balances and current relationships with them, it has concluded that as of April 30, 2024 and 2023 no allowance for doubtful accounts was necessary. Receivables are considered past due or delinquent based on contractual terms. Receivables are written off based on individual credit evaluation and specific circumstances.

Note 4 - Significant Estimates

As stated in Note 1, the Company uses the percentage of completion method for recognizing revenue earned on contracts in progress. The reliability of this method for determining revenue earned to date is dependent on the accuracy of the contract amounts and management's estimate of the cost to complete the contracts. Contract amounts are determined based on the amended original estimate of the unit quantities multiplied by the unit prices. It is reasonably possible that future quantity variances could occur due to changes in the scope of the original contract or due to differences in actual quantities incurred upon completion from those originally estimated at inception of the contract. Management's estimates of cost to complete contracts in progress at the balance sheet date could change due to unpredictable events such as adverse weather. Significant changes in the contract amounts or total estimated cost could materially affect the revenue and net income reported on the statement of operations and member's equity.

SCOIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 5 - Note Payable

The Company has a \$300,000 line of credit that expires on October 1, 2024. Interest is payable monthly. The interest rate on this note is subject to change from time to time based on the prime rate as quoted in the most recently published issue of the Wall Street Journal. The interest rate can not be less than 3.5% per annum or more than the maximum rate allowed by applicable law. The note is secured by substantially all assets of the Company and the guaranty of member. At April 30, 2024 and 2023, the outstanding balance was \$-0-.

Note 7 - Cost and Estimated Earnings on Contracts in Progress

Cost and estimated earnings on contracts in progress at April 30 consist of the following:

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Cost to date	\$ -	\$ 1,365,612
Estimated earnings	-	1,015,179
	-	2,380,791
Less billings to date	-	2,112,942
	<u>\$ -</u>	<u>\$ 267,849</u>

Included in the accompanying balance sheet under the following caption:

Cost and estimated earnings in excess of billing	<u>\$ -</u>	<u>\$ 267,849</u>
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>\$ -</u>	<u>\$ -</u>

Note 8 – Surety Bond

The Company, as conditions for entering into construction contracts, has outstanding surety bonds of approximately \$1,335,000. The bonds are partially collateralized by contract receivables.

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 9 - Major Customers

For the years ended April 30, 2024 and 2023, the Company had revenues in excess of 10% of its gross revenues attributable to two and three customers, respectively. Total revenue and accounts receivable from these customers were:

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
Revenues	\$ 3,611,130	\$ 4,497,077
Accounts receivable	133,602	421,752

Note 10 - Backlog

The following schedule summarizes changes in backlog amounts on contracts during the year ended April 30, 2024 and 2023. Backlog represents the amount of revenue the Company expects to realize from contracts in progress at year end and contractual agreements on work which has not yet begun.

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Backlog balance at beginning of year	\$ 3,518,206	\$ 2,714,455
New contracts added during the year	<u>2,575,359</u>	<u>6,192,270</u>
	6,093,565	8,906,725
Less contract revenues earned during the year	<u>4,107,985</u>	<u>5,388,519</u>
Backlog balance at end of year	<u>\$ 1,985,580</u>	<u>\$ 3,518,206</u>

Note 11 - Income Taxes

As a single member limited liability company, the Company has elected to be taxed as a C corporation. Deferred federal income taxes are provided for the difference between financial and taxable income resulting from the use of the cash method and the Modified Accelerated Cost Recovery System for federal income tax purposes.

SCOHL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 11 - Income Taxes (continued)

The difference between the effective and statutory rates can be attributed to the following:

	<u>Year Ended April 30,</u>	
	<u>2024</u>	<u>2023</u>
Federal tax provision at statutory rates	\$ 147,047	\$ 157,791
Nondeductible expenses	968	2,137
State income tax, net of federal tax benefit	8,752	9,647
Under accrual prior year income tax benefit	-	(11,621)
Other	<u>1,311</u>	<u>3,365</u>
	<u>\$ 158,078</u>	<u>\$ 161,319</u>

Management is not aware of any uncertain tax positions that would have a significant impact on its financial position. The last four tax years are subject to IRS audit.

Note 12 - Long-Term Debt

Long-term debt consists of the following:

	<u>April 30,</u>	
	<u>2024</u>	<u>2023</u>
Installment note payable to auto finance company in monthly installments of \$1,339 including annual interest of 7.44%, maturing in September 2024, collateralized by a 2018 Dodge Dually Truck	\$ -	\$ 13,428
Installment note payable to financial institution in monthly installments of \$2,495 including annual interest of 4.95%, maturing in October 2025, collateralized by land, building and improvements, and personal guarantee of member	-	72,340

SCOHIL CONSTRUCTION SERVICES, L.L.C.
NOTES TO FINANCIAL STATEMENTS

Note 12 - Long-Term Debt (continued)

Installment note payable to equipment finance company in monthly installments of \$2,289 including annual interest of 0%, maturing in October 2024, collateralized by an E88 Bobcat Excavator	10,921	37,194
	10,921	122,962
Less current maturities	-	66,732
	<u>\$ 10,921</u>	<u>\$ 56,230</u>

The following are maturities of long-term debt:

<u>Year Ending April 30,</u>	<u>Amount</u>
2025	10,921
	<u>\$ 10,921</u>

Note 13 - Employee Retirement Plan

Beginning in November 2015, the Company established a 401(k) retirement plan that covers substantially all full time employees of the Company who are at least 18 years of age and have one year of service, as defined by the plan. The Company makes matching contributions up to 3.0 percent of an employee's eligible compensation. The maximum normal employee contribution is \$23,000. Employees age 50 or older can contribute an additional \$7,500. The Company, at its discretion, can also make a profit sharing contribution. The contribution expense was \$19,538 for the year ended April 30, 2024 and \$14,222 for the year ended April 30, 2023.

Note 14 - Subsequent Events

Subsequent events were evaluated through the date of the independent accountants' review report, the date that the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

SCOIL CONSTRUCTION SERVICES, L.L.C.
SCHEDULE 1 - CONTRACTS COMPLETED
Year Ended April 30, 2024

<u>Customer/Description</u>	<u>Company Total</u>			<u>Before May 1, 2023</u>			<u>Year Ended April 30, 2024</u>		
	<u>Revenues</u> <u>Earned</u>	<u>Cost of</u> <u>Revenues</u>	<u>Gross Profit</u> <u>(loss)</u>	<u>Revenues</u> <u>Earned</u>	<u>Cost of</u> <u>Revenues</u>	<u>Gross Profit</u> <u>(loss)</u>	<u>Revenues</u> <u>Earned</u>	<u>Cost of</u> <u>Revenues</u>	<u>Gross Profit</u> <u>(loss)</u>
Champions MUD Waterline	\$ 3,450,307	\$ 1,941,252	\$ 1,509,055	\$ 2,380,791	\$ 1,365,612	\$ 1,015,179	\$ 1,069,516	\$ 575,640	\$ 493,876
Champion South Waterline	2,541,614	1,495,308	1,046,306	-	-	-	2,541,614	1,495,308	1,046,306
D&W Wallisville Rd. to N. Main	160,526	110,670	49,856	-	-	-	160,526	110,670	49,856
HC FWSD No. 61	336,329	123,755	212,574	-	-	-	336,329	123,755	212,574
	<u>\$ 6,488,776</u>	<u>\$ 3,670,985</u>	<u>\$ 2,817,791</u>	<u>\$ 2,380,791</u>	<u>\$ 1,365,612</u>	<u>\$ 1,015,179</u>	<u>\$ 4,107,985</u>	<u>\$ 2,305,373</u>	<u>\$ 1,802,612</u>

See independent accountants' review report.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Scohil Construction Services, LLC** as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Alvin

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Greatest Amount Bid**

Dollars (**\$5% of G.A.B.**),

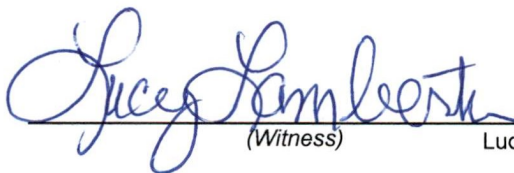
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Water Improvements Phase 4 / Bid No. B-24-03

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **17th** day of **September, 2024**

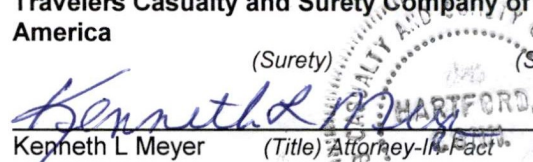

(Witness) Lucy Lamberton


Hanna Liebisch (Witness)

Scohil Construction Services, LLC
(Principal)


(Title) George Scoular- President

Travelers Casualty and Surety Company of America

(Surety)

Kenneth L Meyer (Title) Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kenneth L. Meyer** of **CYPRESS, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

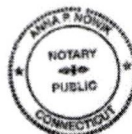
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

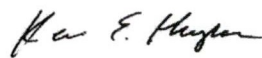
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **September**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a contract with CSA Construction, Inc., in an amount not to exceed \$2,269,460.27, to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On December 1, 2022 the City Council approved Resolution 22-R-32 which authorized the use of the Construction Manager at Risk (CMAR) delivery method for the Wastewater Treatment Plant (WWTP) Expansion Project. On January 30, 2023 an Industry Awareness Meeting was held to make interested contractors aware of the upcoming project and representatives from six companies attended the meeting. A Request for Proposals (RFP) for construction manager at risk services was advertised on March 26th and April 2, 2023. Proposals were received from four companies on April 24, 2023. Proposals from all companies were reviewed/ranked by a Staff Review Committee, consisting of the Engineering and Public Services Department Staff, in May 2023. The top two companies were then interviewed on May 15, 2023. Following the interviews, the Staff Review Committee selected CSA Construction, Inc. (CSA) to submit a fee-based proposal for CMAR services for the Wastewater Treatment Plant Expansion Project. On June 15, 2023 City Council approved a contract with CSA Construction, Inc. to provide Construction Manager at Risk Design Phase Services for the WWTP Expansion Project.

The current contract being considered will provide Construction Manager at Risk services during the construction phase of the project, which includes the approval of Guaranteed Maximum Price (GMP) Proposal #1. GMP #1 will allow for the early procurement of the two generators and the two rotary drum thickeners that are required for the project. This equipment is being procured early to lock in pricing and due to their long lead times of 64 weeks for the generators and 55 weeks for the thickeners. This contract is for equipment procurement only and does not include any installation or construction activities. An amendment to this contract, which will include all remaining construction and equipment for completion of the WWTP Expansion Project is expected to come before Council in January 2025 for approval.

This project was identified in the 2022 Wastewater Master Plan Update that was presented to City Council in workshops on March 1, 2022 and January 17, 2023. The project includes the expansion of the City's sole Wastewater Treatment Plant from 5.0 million gallons per day (MGD) to 7.5 MGD along with the remaining critical improvements that were identified in the 2021 Wastewater Treatment Plant Facility Plan.

Staff recommends approval of this Contract.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 240-6003-00-9087 **Amount:** \$2,269,460.27 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/11/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 10/14/24

Supporting documents attached:

1. CMAR_Construction Phase Agreement_GMP#1

Recommendation: Move to approve a contract with CSA Construction, Inc., in an amount not to exceed \$2,269,460.27, to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the contract upon legal review.

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

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



CITY OF ALVIN, TEXAS

**Construction Manager at Risk for Alvin Wastewater Treatment Plant Expansion and
Improvements Project**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES AGREEMENT**

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CITY OF ALVIN, TEXAS

**Construction Manager at Risk for Alvin Wastewater Treatment Plant Expansion and Improvements
Project**

CONSTRUCTION MANAGER AT RISK CONSTRUCTION PHASE SERVICES

GMP No. 1

THIS AGREEMENT, made and entered by and between City of Alvin, hereinafter designated the “City” and CSA Construction, Inc., hereinafter designated the “Construction Manager at Risk” or “CM@Risk”.

RECITALS

- A.** The City Manager of the City of Alvin, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.
- B.** The City intends to construct Alvin Wastewater Treatment Plant Expansion and Improvements Project as more fully described in the Approved Guaranteed Maximum Price and its amendments.
- C.** To undertake the construction administration of said Project, the City has entered into a contract with Freese and Nichols, Inc., hereinafter referred to as the “Design Professional.”
- D.** The CM@Risk has represented to the City the ability to provide construction management services and to construct the Project. Based on this representation, the City engages the CM@Risk to provide these services and construct the Project.
- E.** Contract for Design Phase Services has been executed previously between City and CM@Risk to perform design phase services. Those services may continue during the duration of this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

Article 1 – Definitions

1.0 Defined Terms

- 1.1** Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.
- 1.2** "Agreement" or "Contract" means this written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.
- 1.3** "Application for Payment" means the City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.
- 1.4** "Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.
- 1.5** "Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.
- 1.6** "Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.
- 1.7** "Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.
- 1.8** "Change Proposal" means a written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by the Owner, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

- 1.9 "Claim" means a demand or assertion by Owner or Design Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim. A demand for money or services by a third party is not a Claim.
- 1.10 "City" ("Owner" or "OWNER") means the City of Alvin, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Alvin Developmental Services, Fire and Planning Departments or any other City Department are not subject to the responsibilities of the City under this Agreement.
- 1.11 "City's Representative" means the person designated in Subsection 8.3.1.2.
- 1.12 "City's Senior Representative" means the person designated in Subsection 8.3.1.1.
- 1.13 "CM@Risk" or "Construction Manager at Risk" or "CMAR" means the firm selected by the City to provide construction services as detailed in this Agreement.
- 1.14 "CM@Risk's Contingency" or "CMAR Contingency Allowance" means a fund to cover cost growth during the project used at the discretion of the CM@Risk usually for costs that result from project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Subsection 5.1.2.3.
- 1.15 "CM@Risk's Representative" means the person designated in Subsection 8.3.2.2.
- 1.16 "CM@Risk's Senior Representative" means the person designated in Subsection 8.3.2.1.
- 1.17 "Contract Amendment" means a document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work, such changes properly being made in a Change Order.
- 1.18 "Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) written specifications; (iv) Drawings; (v) other Construction Documents; and (vi) GMP Plans and Specifications.
- 1.19 "Construction Documents" means the plans, specifications, and Drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.
- 1.20 "Construction Fee" means the lump sum amount for CM@Risk's administrative costs for branch or home office overhead, and profit at the time of GMP.

- 1.21** “Contract” means the entire and integrated written agreement between Owner and Construction Manager at Risk concerning the Work.
- 1.22** “Contract Price” means the amount or amounts set forth in Article 5.
- 1.23** “Contract Time” means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.
- 1.24** “Constituent of Concern” means asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 1.25** “Cost of the Work” means the direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work as set forth in Exhibit D – Construction Drawings. The Cost of the Work shall not include the CM@Risk’s Construction Fee.
- 1.26** “Critical Path” means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.
- 1.27** “Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.
- 1.28** “Design Phase Contract” or “Preconstruction Phase Agreement” means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.
- 1.29** “Design Professional” or “Engineer” means a qualified, licensed design professional who furnishes design and/or construction administration services required for the Project. The Project Design Professional is referenced in Recital C, above.
- 1.30** “Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 1.31** “Drawings” means the part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by CM@Risk.

- 1.32** “Electronic Document” means Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to, Shop Drawings and other Submittals, that are in an electronic or digital format.
- 1.33** “Electronic Means” means electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- 1.34** “Engineer” means the same as “Design Professional.” See 1.29.
- 1.35** “Final Acceptance” or “Final Completion” means the completion of the Work as prescribed in Section 4.2. The terms “final completion” as applied to all or part of the Work refer to Final Acceptance of such Work. The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.
- 1.36** “Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.
- 1.37** “General Conditions Costs” Includes, but is not limited to, the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses. The General Conditions Costs shall be included in the Cost of the Work.
- 1.38** “Guaranteed Maximum Price” or “GMP” means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk’s Contingency including authorized adjustments.
- 1.39** “GMP Amendment” means an amendment, executed in writing and signed by both parties, to the GMP.
- 1.40** “GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based as listed in the GMP proposal.

- 1.41** “Hazardous Environmental Condition” means the presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- 1.41.1** The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- 1.41.2** The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
- 1.41.3** The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 1.42** “Legal Requirements” or “Laws and Regulations” or “Laws or Regulations” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.43** “Liens” means charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 1.44** “Milestone” means a principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 1.45** “Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven (7) Days prior to the commencement date stipulated herein and shall be provided no later than thirty (30) Days after the GMP proposal is approved by the City and all the required documentation is received by the City.
- 1.46** “Owner” means the entity with which CM@Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay CM@Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.
- 1.47** “Owner’s Contingency” means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner’s Contingency will be set solely by the Owner and will be in addition to the Project costs included in the CM@Risk’s GMP packages. Use and management of the Owner’s Contingency is described in Subsection 5.1.3.
- 1.48** “Performance Period” means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.

- 1.49** “Preconstruction Phase Agreement” or “Design Phase Contract” means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design meetings and recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.
- 1.50** “Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.
- 1.51** “Project” means the Work to be completed in the execution of this Agreement as amended and as described in the Recitals above and in each Approved GMP.
- 1.52** “Project Schedule” or “Progress Schedule” means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk’s plan to accomplish the Work within the Contract Times.
- 1.53** “Project Record Documents” means the documents created pursuant to Section 2.9.
- 1.54** “Samples” means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.
- 1.55** “Shop Drawings” means all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- 1.56** “Site” means the land or premises indicated in the Contract Documents on which the Project is located and upon with the Work is to be performed generally described in Exhibit A, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of CM@Risk.
- 1.57** “Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.
- 1.58** “Subcontractor” means an individual or firm having a direct contract with the CM@Risk who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.
- 1.59** “Subconsultant” means a person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.

- 1.60** “Sub-subcontractor or -subconsultant” means an individual or firm having a direct contract with any Subcontractor or any other individual firm having a contract with aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible or furnishes services required as its independent profession associate or consultant with respect to the Project, as applicable.
- 1.61** “Submittal” means a written or graphic document, prepared by or for CM@Risk, which the Contract Documents require CM@Risk to submit. Submittals may include Shop Drawings; Samples; Project Schedules; Product Data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or Engineer, are not Contract Documents. Change Directives, Change Orders, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 1.62** “Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. This may include: (i) approval by City Fire Marshal and local authorities; (ii) all materials and equipment installed; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all systems reviewed and accepted by the City; (v) successful start-up process with any required documentation and witnessing, (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) landscaping and site work; and (ix) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.3.3.
- 1.63** “Supplier” means a manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.
- 1.64** “Technical Data” means those items expressly identified as Technical Data with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.
- 1.64.1** If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to CM@Risk.

- 1.64.2** Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.
- 1.65** "Underground Facilities" means all active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site. An abandoned facility or system is not an Underground Facility.
- 1.66** Unit Price Work means Work to be paid for based on unit prices.
- 1.67** "Work" means the entire completed construction or the various separately identifiable parts thereof, required by the Agreement to be furnished during the construction phase. "Work" includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 – CM@Risk's Services and Responsibilities

2.0 The CM@Risk shall furnish labor, materials, equipment, transportation, utilities, services, and facilities required and necessary to perform all Work required by the contract document, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good, workmanlike, and substantial manner within the care and skill of a qualified CM@Risk in Alvin, Texas. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of City.

2.1.2 City's Project Management Information System (FNI Manager)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. Any documents submitted to the City or Engineer in electronic format shall be considered an equivalent to the original of such document.

2.1.2.2 The CM@Risk can expect to use FNI Manager to process all primary contract documents related to the construction phase of the Project including requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions, Project Schedules, and Applications for Payment.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to FNI Manager, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the FNI Manager system.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CM@Risk shall obtain or assist the City to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits and file the necessary environmental notices.**

2.2.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

- 2.2.3** City shall be responsible for all City of Alvin review and permit(s) fees for building and demolition permits. City will also pay the review and permit fees for grading and drainage, water, sewer right-of-way, and landscaping. City shall also pay the utility design fees for permanent services.
- 2.2.4** CM@Risk shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above. CM@Risk is responsible for the cost of water meter(s), and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.
- 2.3 Pre-construction Conference**
- 2.3.1** Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.
- 2.3.2** The purpose of this conference is to establish a working relationship between the CM@Risk, various City agencies, and other stakeholders. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Application for Payment and processing, coordination with the involved stakeholders, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.
- 2.3.3** The Notice to Proceed date will be decided by the mutual acceptance of the Owner and CM@Risk. After the conference, a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established, the conditions of the Substantial Completion will be listed.
- 2.3.4** The CM@Risk shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.
- 2.3.5** Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.
- 2.4 Control of the Work**
- 2.4.1** Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CM@Risk shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.
- 2.4.2** CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
- 2.4.3** CM@Risk, the CM@Risk's Representative or other authorized representative shall be present at the Site at all times that construction activities are taking place.
- 2.4.3.1** All elements of the Work will be under the direct supervision of a foreman or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

- 2.4.4** In the event of noncompliance with this Section, the City may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer.
- 2.4.5** Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. With the exception of subsurface and otherwise mutually agreed upon inaccessible conditions, no increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.
- 2.4.6** The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City at once.
- 2.4.7** The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Texas.
- 2.4.8** Any person employed by the CM@Risk or any Subcontractor who, in the reasonable opinion of the City, does not perform their work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. **THE CM@RISK OR SUBCONTRACTOR SHALL KEEP THE CITY HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**
- 2.4.9** CM@Risk assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-subcontractor, including any third-party beneficiary rights.
- 2.4.10** CM@Risk shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.5 Control of the Work Site**
- 2.5.1** Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- 2.5.2** CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the local requirements.

- 2.5.3** CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements may include, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.
- 2.5.4** Only materials and equipment which are to be used directly in the Work will be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.
- 2.6 Shop Drawings, Product Data and Samples**
- 2.6.1** Shop Drawings, Product Data, Samples, and Submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 2.6.2** The CM@Risk shall review, approve, verify, and submit to the City each Shop Drawing, Product Data, Sample, and Submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.
- 2.6.3** The CM@Risk shall perform no portion of the Work requiring Submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City. Such Work will be in accordance with approved Submittals.
- 2.6.4** By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar Submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 2.6.5** The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples, or similar Submittals unless the CM@Risk has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City's approval thereof.
- 2.6.6** The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous submittals.
- 2.6.7** Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- 2.6.8** When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

- 2.7.1** All materials used in the Work will be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.
- 2.7.2** All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.
- 2.7.3** The procedures and methods used to sample and test material will be determined by the City.
- 2.7.4** The City may select a pre-qualified City or independent testing laboratory and may perform additional acceptance testing at the City's cost.
 - 2.7.4.1** When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk. CM@Risk's Contingency cannot be utilized for the cost of re-testing.
 - 2.7.4.2** When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.
- 2.7.5** The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them with access to the Work at all times.
- 2.7.6** At the option of the City, materials may be approved at the source of supply before delivery is started.
- 2.7.7** Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and will be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.
- 2.7.8** CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.

2.8 Trade Names and Substitutions

- 2.8.1** Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:
- 2.8.2** The proposed substitution will be submitted by CM@Risk in writing to the City.
- 2.8.3** The CM@Risk shall certify that the proposed substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 2.8.4** The Submittal will state any required changes in the Contract Documents to adapt the design to the proposed substitution.

- 2.8.5** The Submittal will contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the Submittal will include any adjustment in the Contract Time created by the proposed substitution.
- 2.8.6** The CM@Risk, if requested by the City, shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the proposed substitution.
- 2.8.7** The City will make the final decision and will notify the CM@Risk in writing as to whether the proposed substitution has been accepted or rejected. If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the proposed substitution will be considered rejected.
- 2.9 Project Record Documents**
- 2.9.1** During the construction period, the CM@Risk shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for project record document purposes.
- 2.9.1.1** The CM@Risk shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents, with particular attention to information on concealed elements, which would be difficult to identify or measure and to be recorded later. Items required to be marked include but are not limited to:
- Dimensional changes to the drawings.
 - Revisions to details shown on drawings.
 - Depths of foundations.
 - Locations and depths of underground utilities.
 - Revisions to routing of piping and conduits.
 - Revisions to electrical circuitry.
 - Actual equipment locations.
 - Locations of concealed internal utilities.
 - Changes made by Change Order.
 - Details not on original Contract Drawings.
- 2.9.1.2** Mark completely and accurately project record drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents location.
- 2.9.1.3** Note the designated number of a request for interpretations, Submittal, Change Order or other documents as required to identify the source of the change to the Construction Documents.
- 2.9.1.4** The CM@Risk shall as a condition of Substantial Completion, submit project record drawing and Shop Drawings prints to the City or its representative for review and comment.
- 2.9.2** Upon receipt of the reviewed project record drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the City within fourteen (14) Days.

2.10 Project Safety

- 2.10.1.** CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.
- 2.10.2.** CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.
- 2.10.3.** CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.
- 2.10.4.** The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.
- 2.10.5.** CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.
- 2.10.6.** CM@Risk will immediately report in writing any safety-related injury, loss, damage, near-miss, or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 2.10.7.** CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

- 2.11.1.** CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 2.11.2.** CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.
- 2.11.3.** CM@Risk's warranty obligation shall be for two years.

Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties upon Substantial Completion.

2.12 Correction of Non-Conforming Work

- 2.12.1.** CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.11 above, within a period of two years from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work.
- 2.12.2.** During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the City within five (5) Days of such notice. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that City will commence correction of such nonconforming Work with its own forces.
- 2.12.3.** CM@Risk shall take meaningful steps to commence correction of nonconforming Work subject to Section 2.11 above, within seven (7) Days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven (7) Day period, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that City will commence correction of such nonconforming Work with its own forces.
- 2.12.4.** If City does perform such corrective Work, CM@Risk shall be responsible for all reasonable costs incurred by City in performing such correction.
- 2.12.5.** If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will notify the City as soon as practicable, and respond and initiate corrections within twenty-four hours. Should City choose to respond to the emergency with its own staff or contractors, CM@Risk will cooperate and support the City in such response.
- 2.12.6.** The two-year period referenced in Subsection 2.11.3 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CM@Risk's other obligations under the Contract Documents.

Article 3 – City’s Services and Responsibilities

3.1 Duty to Cooperate.

- 3.1.1** City shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk’s timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk’s performance of its obligations under the Contract Documents.
- 3.1.2** City shall furnish at the CM@Risk’s request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format.
- 3.1.3** The Design Professional will provide training in the use and operation of FNiManager.

3.2 City’s Representative

- 3.2.1** City’s Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.
- 3.2.2** City’s Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.
- 3.2.3** The City may utilize field inspectors to assist the City’s Representative during construction in observing performance of the CM@Risk. The inspector is present for the purpose of assisting the City’s Representative and is not an inspector with a City regulatory agency or an inspector from a City laboratory pursuant to Subsection 2.7.4.
 - 3.2.3.1** Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector will endeavor to provide observations that the Work is in conformance with the Contract Documents.
 - 3.2.3.2** The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
 - 3.2.3.3** The inspector is not authorized to issue instructions contrary to the Construction Documents or to direct the means and methods of the Work performed by the CM@Risk.
 - 3.2.3.4** The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City’s Representative.
 - 3.2.3.5** The furnishing of such services for the City shall neither make nor imply the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk’s failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's contract as well as other firms hired by the City shall be furnished to the CM@Risk. The CM@Risk shall not have any right, however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work and facilitate project communications. The City and CM@Risk shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

3.3.2.3 Review and approve or take other appropriate action upon the CM@Risk's Submittals such as Shop Drawings, Product Data, and Samples in accordance with Section 2.6.

3.3.2.4 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM@Risk. The Design Professional's response to such requests will be made with reasonable promptness.

3.3.2.5 Prepare Change Orders and may authorize minor changes in the Work as provided in Article 6.

3.3.2.6 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 City's Separate Contractors. City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with the CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any City separate contractors will be subject to City insurance and subrogation requirements.

3.5 Permit Review and Inspections.

3.5.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits, and inspections.

3.5.2 Regulating agencies of the City, such as Public Works and Fire Department, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 – Contract Time

4.0. Contract Time

- 4.0.1.** Contract Time shall start with the commencement date established in the Notice to Proceed for GMP No. 1 and end with Substantial Completion of all Work.
- 4.0.2.** Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.
- 4.0.3.** CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.
- 4.0.4.** All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1. Substantial Completion

- 4.1.1.** Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1, and with the criteria set forth in the Notice to Proceed.
- 4.1.2.** Prior to notifying the City in accordance with Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.
- 4.1.3.** CM@Risk shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.
- 4.1.4.** Within five (5) Days of City's receipt of CM@Risk's notice, City and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.1.5.** If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within sixty (60) calendar days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 4.1.6.** City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CM@Risk agree that City's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

- 4.2. Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CM@Risk will jointly inspect to verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.
- 4.3. Liquidated Damages.**
- 4.3.1.** CM@Risk recognizes that *time is of the essence* for the CM@Risk to achieve Substantial Completion and City will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City Two Thousand Dollars (\$2,000.00) for each day that expires after the Contract Time, as adjusted in accordance with this Contract, until the Day that Substantial Completion occurs.
- 4.3.2.** The City may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every calendar day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the City. Liquidated damages are intended to compensate the City for the CM@Risk's failure to meet the deadlines set forth herein, and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.
- 4.3.3.** The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the City and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.
- 4.4.** The CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons and damages incurred by the CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except actual profit arising directly from the completed Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9. Nothing contained in this Section 4.4 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.
- 4.5. Project Schedule**
- 4.5.1.** The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

- 4.5.2.** The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.
- 4.5.3.** Updated Project Schedules shall be submitted monthly in electronic forms to the City as part of the Payment Request.
- 4.5.4.** CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP proposal and within the Contract Time. Each status report shall also include the following:
- Description of problem tasks (referenced to field instructions, or requests for interpretation, as appropriate)
 - Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion
 - Changes in construction sequence
 - Pending items and status thereof including:
 - Time Extension requests
 - Other items
 - Substantial Completion date status:
 - If ahead of schedule, the number of calendar Days ahead
 - If behind schedule, the number of calendar Days behind
 - Other project or scheduling concerns
- 4.5.5.** City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.
- 4.5.6.** The Project Schedule will include a Critical Path Method (CPM) diagram schedule that will show the sequence of activities, the interdependence of each activity, and indicate the Critical Path.
- 4.5.6.1.** The CPM diagram schedule will be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.
- 4.5.6.2.** The CPM diagram schedule will indicate all relationships between activities.
- 4.5.6.3.** The activities making up the schedule will be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 4.5.6.4.** The CPM diagram schedule will be based upon activities, which would coincide with the schedule of values, but the Project Schedule is not required to be cost-loaded.
- 4.5.6.5.** The CPM diagram schedule will show all critical submittals associated with each work activity and the reasonable review time for each submittal.

- 4.5.6.6.** The Project Schedule will show Milestones, including Milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.
- 4.5.6.7.** The Project Schedule will include a Critical Path activity that reflects anticipated rain delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.
- 4.5.7.** The Project Schedule will consider the City's occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.5.8.** Float time will be as prescribed below.
- 4.5.8.1.** The total Float within the overall Project Schedule, is not for the exclusive use of either the City or the CM@Risk but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract Milestones and the Project Contract Time.
- 4.5.8.2.** The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the Project Schedule is jointly owned, no time extensions will be granted or delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

Since Float time within the Project Schedule is jointly owned, it is acknowledged that delays on the Project may be offset by time savings.

Article 5 – Guaranteed Maximum Price

- 5.0.** The CM@Risk agrees to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all liens, provided that Owner has met its payment obligations under this Agreement, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.
- 5.1. Guaranteed Maximum Price.**
- 5.1.1.** The Guaranteed Maximum Price will be as approved in the Guaranteed Maximum Price proposal attached as an Exhibit.
- 5.1.2.** Guaranteed Maximum Price is composed of the following lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs.
- 5.1.2.1** Cost of the Work, General Conditions Costs and the Construction Fee are firm fixed lump sums, but subject to adjustments as permitted in the contract Documents.
- 5.1.2.2** Any additional fees tied to use of the Owner's Contingency shall not exceed ____% of any approved use of Owner's Contingency, subject to adjustments as permitted in the Contract Documents.
- 5.1.2.3** CM@Risk's Contingency is a firm fixed lump sum amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs, which approval will not be unreasonably withheld. CM@Risk's Contingency is assumed to be a direct project cost so will have received all markups at the time of GMP submission.
- 5.1.2.3.1** As part of the proposal to release contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values and include them in the package for approval. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and add the same amount to the line item on the schedule of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, that will be so indicated.
- 5.1.2.4** As a City public procurement project this Project is tax exempt appropriate tax exemption forms shall be provided to the CM@Risk.
- 5.1.3** Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.
- 5.1.4** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.
- 5.1.5** GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.
- 5.1.5.1** If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

Article 6 – Changes to the Contract Price and Time

6.0. Delays to the Work

- 6.0.1.** If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.
- 6.0.2.** The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.
- 6.0.3.** By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.0.4.** If adverse weather conditions (see General Conditions) are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.
- 6.0.5.** It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.0.6.** In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, shall immediately notify the City's Representative by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

6.1. Differing Site Conditions

- 6.1.1.** If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition so long as CM@Risk complies with the provisions of the Contract Documents in notification, coordination, and resolution of the Differing Site Condition.

- 6.1.2.** Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) Days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2. Errors, Discrepancies and Omissions.

- 6.2.1.** If the CM@Risk observes errors, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.
- 6.2.2.** If the CM@Risk proceeds with the Work affected by such known errors, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.3. City Requested Change in Work.

- 6.3.1.** The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.
- 6.3.2.** Such alterations and changes will not invalidate this Agreement nor release the surety and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.
- 6.3.3.** The City will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4. Legal Requirements.

- 6.4.1.** The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.5. Change Directives and Change Orders.

- 6.5.1.** City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.
- 6.5.2.** All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.6. Minor Changes in the Work

- 6.6.1.** Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.
- 6.6.2.** The City has authority to order minor changes in Work that do not materially and adversely affect the Contract Price or Contract Time, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CM@Risk. The CM@Risk shall carry out such written orders promptly.

- 6.6.3.** CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7. Contract Price Adjustments

- 6.7.1.** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
- 6.7.1.1.** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- 6.7.1.2.** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; or
- 6.7.1.3.** Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee, and tax.
- 6.7.2.** The markups that shall be allowed on such changes shall be no greater than the agreed upon Construction Fee.
- 6.7.3.** If an increase or decrease cannot be agreed to as set forth in Subsections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in each GMP exhibit, as may be set forth in the Agreement. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4.** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 6.7.5.** If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.
- 6.7.5.1.** As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
- 6.7.5.2.** If the parties are unable to agree and City expects the CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed.
- 6.7.6. Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

Article 7 – Procedure for Payment

- 7.0.** For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CM@RISK the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.
- 7.1. GMP Payment Request**
- 7.1.1.** At the pre-construction conference prescribed in Section 2.3, CM@Risk shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.
- 7.1.2.** At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.
- 7.1.3.** The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.
- 7.1.4.** The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.
- 7.1.4.1.** For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.
- 7.1.4.2.** For materials and equipment stored off the Site and included in Payment Request, the City must approve the storage. The material and equipment must be stored within Brazoria or Harris County and be accessible for City's inspection. The CM@Risk must protect the City's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.
- 7.1.4.3.** All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.
- 7.1.5.** CM@Risk shall submit Applications for Payment to the City at the beginning of each month beginning with the first month after the construction Notice to Proceed.
- 7.1.6.** With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258 of the Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.
- 7.2. Payment of GMP**
- 7.2.1.** City shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is received by the City, but in each case less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

- 7.2.2.** City shall pay CM@Risk all amounts properly due. If City determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify City's concerns. CM@Risk and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.
- 7.3. Retention on GMP**
- 7.3.1.** City will retain five percent (5%) of each Payment Request amount provided.
- 7.4. Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.
- 7.5. Final Payment**
- 7.5.1.** After receipt of a final Payment Request, City shall make final payment 30 Days after the receipt by the City, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- 7.5.2.** At the time of submission of its final Payment Request, CM@Risk shall provide the following information:
- 7.5.2.1.** An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;
- 7.5.2.2.** A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;
- 7.5.2.3.** Conditional waivers and releases executed by all Subcontractors; and
- 7.5.2.4.** Consent of CM@Risk's surety, if any, to final payment (original with raised seal).
- 7.6. Payments to Subcontractors or Suppliers**
- 7.6.1.** CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the City. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

- 7.6.2.** If the CM@Risk fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CM@Risk agrees that the City may take such actions:
- 7.6.2.1.** To hold the CM@Risk in default under this Agreement;
 - 7.6.2.2.** Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 7.6.2.3.** Reject all future offers to perform work for the City from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or
 - 7.6.2.4.** Terminate this Agreement.
- 7.6.3.** All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@Risk shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment it receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.
- 7.6.4.** Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.
- 7.6.5.** CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.
- 7.7. Record Keeping and Finance Controls**
- 7.7.1.** Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis and shall be available for three years after Final Acceptance of the Project.
 - 7.7.2.** The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders. Notwithstanding the foregoing, the composition of any stipulated rates shall not be subject to audit.
 - 7.7.3.** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

Article 8 – Claims and Disputes

8.0. Requests for Contract Adjustments and Relief

- 8.0.1.** If either CM@Risk or City believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.0.2.** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.0.3.** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.0.4.** Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

- 8.1.1.** The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 8.1.2.** CM@Risk and City will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and City's Representative.
- 8.1.3.** If a dispute or disagreement cannot be resolved through CM@Risk's Representative and City's Representative, CM@Risk's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.

- 8.2. Duty to Continue Performance** Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

- 8.3.1.1.** City designates the City Engineer or their designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.

8.3.1.2. City designates the City's project manager as its City's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2.

8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

George Craig
713-686-886
gcraig@csaconstruction.com

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

George Craig
713-686-8868
gcraig@csaconstruction.com

Article 9 – Suspension and Termination

9.0. City's Right to Stop Work

- 9.0.1.** City may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.
- 9.0.2.** CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

- 9.1.1.** Upon receipt of written notice to CM@Risk, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.
- 9.1.2.** If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.1.3** Upon such termination, the CM@Risk shall proceed with the following obligations:
 - 9.1.3.1** Stop Work as specified in the notice;
 - 9.1.3.2** Place no further subcontracts or orders;
 - 9.1.3.3** Terminate all subcontracts to the extent they relate to the Work terminated;
 - 9.1.3.4** Assign to the City all right, title and interest of the CM@Risk under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 - 9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the City has or may acquire an interest.
- 9.1.4** The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.1.5** The City shall pay CM@Risk the following:
 - 9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination;
 - 9.1.5.2** The reasonable costs and expenses attributable to such termination; and
 - 9.1.5.3** CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CM@Risk would have sustained a loss on the entire Work, had it been completed, the CM@Risk shall not be allowed profit, and the City shall reduce the settlement to reflect the indicated rate of loss.
- 9.1.6** The CM@Risk shall maintain all records and documents for three (3) years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. City's Right to Perform and Terminate for Cause

- 9.2.1.** If the City provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the City may have a portion of the Work included in the written order accomplished by other sources.
- 9.2.2.** If CM@Risk persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.
- 9.2.3.** Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.
 - 9.2.3.1.** If CM@Risk fails to cure, or reasonably commences to cure, such problem, then City may give a second written notice to CM@Risk of its intent to terminate within an additional seven (7) Day period.
 - 9.2.3.2.** If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commences to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration.
- 9.2.4.** Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.2.5.** In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.2.6.** If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by City in connection with the procurement and defense of claims arising from CM@Risk's default.
- 9.2.7.** If City improperly terminates the Agreement for cause, the termination for cause shall be converted to a termination for convenience in accordance with the provisions of Section 9.1.

Article 10 – Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage in the following amounts:

• General Aggregate/for this Project	\$2,000,000/\$1,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **“The City of Alvin, its Officials, and Employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.”**

10.1.2 Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement:

• Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: **“The City of Alvin, its Officials, Employees, and Volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.”**

10.1.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory

Employers' Liability:

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.

10.1.4 Builders' Risk Insurance or Installation Floater –

In an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders.

- 10.1.4.1** The City of Alvin, its Officials, and Employees, the CM@Risk, and Subcontractors, shall be **named as Additional Insureds** on the policy.

- 10.1.4.2** Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement.**

- 10.1.4.3** Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or (ii) until no person or entity, other than the City of Alvin, has an insurable interest in the property required to be covered.

- 10.1.4.4** Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

- 10.1.4.5** Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

- 10.1.4.6** **This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.**

- 10.1.4.7** CM@Risk is responsible for the payment of all policy deductibles.

- 10.2 Additional Insurance Requirements.** The policies shall include, or be endorsed to include the following provisions:

- 10.2.1** On insurance policies where the City of Alvin is named as an additional insured, the City of Alvin shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

- 10.2.2** The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

- 10.2.3** Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 10.3** **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.
- 10.4** **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.
- 10.5** **Verification of Coverage**
- 10.5.1** CM@Risk shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 10.5.2** All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.
- 10.5.3** All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**
- 10.5.4** **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CM@Risk must:**
- **Submit a current insurance certificate (dated within fifteen (15) Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**
- 10.6** **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7** **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Owner whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
- 10.8** **Bonds and Other Performance Security.**
- 10.8.1** Prior to execution of this Agreement, the CM@Risk must provide a performance bond and a labor and materials bond, each in an amount equal to the total contract price of the GMP set forth in this Agreement. In addition to any criteria set forth in this provision, the performance

and payment bonds must comply with all requirements of Chapter 2253 of the Texas Government Code.

- 10.8.2** Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.
- 10.8.3** The bonds shall be made payable and acceptable to the City of Alvin.
- 10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A- or better for the prior four quarters" by the A.M. Best Company.

Article 11 – Indemnification

11.1 CM@Risk's General Indemnification.

- 11.1.1 CM@Risk agrees to indemnify and save harmless the City of Alvin, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the Project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of the Contract Documents or on account of any act, claim or amount arising or recovered under worker's compensation law or arising out of the failure of the CM@Risk to conform to any statutes, ordinances, regulation, law or court decree, provided that such indemnification obligation shall not apply to the extent such suits, claims, losses and expenses arise from the negligence or willful misconduct of an indemnitee. It is agreed that the CM@Risk will be responsible for primary loss investigation, defense, and judgment costs where this contract of indemnity applies. In consideration of the award of this Contract, the CM@Risk agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.**

Article 12 – General Provisions

12.1 Contract Documents

- 12.1.1** Contract Documents are as defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal; GMP, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any) are by this reference made a part of this Agreement to the same extent as if set forth herein in full.
- 12.1.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- 12.1.3** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.
- 12.1.3.1** On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.
- 12.1.3.2** Specifications take precedence over Plans.
- 12.1.3.3** In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract.
- 12.1.4** The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.1.5** The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- 12.2** **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.3** **Time is of the Essence.** City and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 12.4** **Mutual Obligations.** City and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 12.5** **Cooperation and Further Documentation.** The CM@Risk agrees to provide the City with such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.6** **Assignment.** Neither CM@Risk nor City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

- 12.7 Successorship.** CM@Risk and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.
- 12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.
- 12.9 Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Brazoria County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the City consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.
- 12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.11 Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the City to verify such compliance.
- 12.12 Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.
- 12.13 Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.
- 12.14 Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

- 12.15 Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.
- 12.16 Covenant Against Contingent Fees.** The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Alvin has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Alvin shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 12.17 No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.
- 12.18 Notice.**
- 12.18.1** Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

CSA Construction, Inc.

Attn: George Craig, Vice President

2314 McAllister Road

Houston, Texas 77092

gcraig@csaconstruction.com

to City:

City Manager

Junru Roland

216 West Sealy Street

Alvin, Texas 77511

jroland@cityofalvin.com

With a Copies to:

City Attorney

Suzanne Hanneman

216 West Sealy Street

Alvin, Texas 77511

shanneman@cityofalvin.com

City Representative

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

- 12.18.2 Notices Related to Payment, Securities-in-lieu, Bonds.** Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

CSA Construction, Inc.
Attn: George Craig, Vice President
2314 McAllister Road
Houston, Texas 77092
gcraig@csaconstruction.com

to City:

City Manager
Junru Roland
216 West Sealy Street
Alvin, Texas 77511
jroland@cityofalvin.com

With a Copies to:

City Attorney
Suzanne Hanneman
216 West Sealy Street
Alvin, Texas 77511
shanneman@cityofalvin.com

City Representative

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.19 Equal Opportunity/Affirmative Action

12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The City extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

“Any Party (Subcontractor), in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship.”

12.20 Confidentiality of Plans & Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only. You may not share them with others except as required to fulfill the obligations of your Contract with the City.

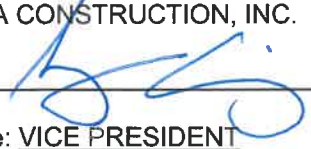
12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Alvin.”

12.21 Hazardous Materials

- 12.21.1** Unless included in the Work, if the CM@Risk encounters onsite material which they reasonably believe to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Laws and Regulations, they shall immediately stop work and report the condition to the City.
- 12.21.2** If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Public Health Laws, the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue work in non-affected areas onsite.
- 12.21.3** An extension of Contract Time may be granted in accordance with Article 6.
- 12.21.4** The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.
- 12.22 Traffic Control.** CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.
- 12.23 Immigration Nationality Act.** CM@Risk shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk shall adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any CM@Risk employee who is not legally eligible to perform such services. **CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@RISK'S EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.
- 12.24 Prohibition on Contracts with Companies Boycotting Israel.** CM@Risk acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.25 Prohibition on Contracts with Companies Boycotting Certain Energy Companies.** CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- 12.26 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.** CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity," and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.27 Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization.** Sections 2252 and 2270 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.28 Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies.** The City of Alvin may terminate this Contract immediately without any further liability if the City of Alvin determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

CM@RISK
CSA CONSTRUCTION, INC.

By:  GEORGE CRAIG

Title: VICE PRESIDENT

CITY OF ALVIN, TEXAS

BY: _____
JUNRU ROLAND
CITY MANAGER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

SIGNATURE PRINTED NAME

TITLE

DEPARTMENT

ATTEST:
DIXIE ROBERTS, CITY SECRETARY

BY: _____

Attachments:	Exhibit A	Project Description
	Exhibit B	Approved GMP Proposal
		Exhibit B-1 Applicable GMP Work Description Reference
		Exhibit B-2 Applicable GMP Technical Specifications List
		Exhibit B-3 Applicable GMP Construction Drawings List
	Exhibit C	Technical Specifications
	Exhibit D	Construction Drawings

EXHIBIT A – PROJECT DESCRIPTION

The project includes expanding the Alvin Wastewater Treatment Plant (WWTP) from 5.0 million gallons per day (MGD) to 7.5 MGD. The expansion includes replacing the existing influent screen and lift station with new coarse screen and lift station and adding a new headworks with fine screens and grit removal. A new train will be added consisting of two aeration basins, two secondary clarifiers, and a chlorine contact basin. The existing chemical building will be replaced with new chemical feed and storage facilities. Solids handling improvements will include adding mechanical thickeners and expanding the dewatering building to add a second belt filter press. The project also includes improvements to the existing facilities including replacing existing electrical gear, pumps, and blowers, and miscellaneous structural and process mechanical improvements. The estimated construction budget is \$70.4 million.

EXHIBIT B – GMP # 1 PROPOSAL

SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Alvin prior to contract execution.

Table of Contents:

1. Scope of Work
 2. Summary of the GMP
 3. List of clarification and assumptions
 4. Project Schedule
 5. Schedule of Values – summary spreadsheet and backup documents
 6. Supporting Documentation (Subcontractors, equipment suppliers, vendors, etc.)
 7. List of Plans and Specifications used for GMP Proposal
1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
 2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT NAME: ALVIN WWTP EXPANSON & IMPROVMENTS PROJECT DATE: 9/21/2024

GMP # 1 Summary					AMOUNT
A.	Cost of the Work (Labor, Materials, Equipment, Warranty)				\$2,040,876.00
B.	CM@Risk's Contingency				\$30,613.14
INDIRECT COSTS				RATE	
C.	Construction Fee			8%	\$165,719.13
D.	General Conditions			0%	\$0.00
	D1	Payment and Performance Bond	\$	1.42%	\$32,252.00
	D2	Insurance	\$	0%	\$0.00
E.	Sales Taxes			0%	\$0.00
			F. TOTAL GMP		\$2,269,460.27
			G. Owner's Contingency		\$0.00
H. Contract Amount					\$2,269,460.27

Formulas:

Total GMP: $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F , D/F , and $D1/F$ (**Do not acquire bond or insurance until notified by the City of Alvin Project Manager.**)



City of Alvin, Texas
WWTP Expansion

GMP # 1

September 19, 2024



CSA Construction, Inc.
2314 McAllister Road
Houston, Texas 77092

Table of Contents

1 GMP # 1 Summary & Scope of Work

2 Costs

3 Qualifications

4 Drawings & Specifications List

5 Schedule

Section 1

GMP # 1 Summary

GMP # 1 Summary & Scope of Work

The City of Alvin WWTP Expansion Guaranteed Maximum Price # 1 (GMP # 1) scope of work is for procurement only and based on the following documents:

1. City of Alvin, Texas, Alvin WWTP Expansion, 60% Submittal Drawings Volume 1 & 2 dated May 2024, prepared by Freese & Nichols, Inc.
2. City of Alvin, Texas, Alvin WTP Expansion, 60% Technical Specifications Volume 1 & 2 – EWP dated May 2024, prepared by Freese & Nichols, Inc.
3. Addendum # 01, prepared by Freese & Nichols, dated 9/18/2024

Introduction & Purpose

CSA Construction, Inc. was selected by the City of Alvin to provide design phase services for the WWTP expansion project. In coordination with Freese & Nichols and the City's Staff we have recommended GMP #1 for the following reasons:

1. Secure vendor pricing early and avoid future price increases
2. Alleviate volatile market conditions for deliveries of long lead process equipment
3. Finalize design using selected manufacturers

Scope of Work:

1. Purchase of major long lead process mechanical equipment. The following items are included:
 - a. EWP Package # 1: Two (2) Diesel Engine Generators with associated ATS-N and access platforms
 - b. EWP Package # 2: Two (2) Rotary Drum Thickeners and associated ancillary equipment
2. There are no construction activities associated with GMP # 1. Upon contract execution, CSA will begin procurement of the items described above and provide them to an installation contractor who will be selected in the Balance of Plant.

Bidding Procedures

Bidding procedures were outlined and discussed with City Staff prior to the procurement phase. Approved manufacturers were vetted and approved by Freese & Nichols and identified in 60% documents.

CSA requested bids for the early work package (EWP) from all approved manufacturers on Friday, July 19, 2024, and bids were received on Tuesday, August 13, 2024. Each bidder provided a detailed scope of supply and lead times. CSA has reviewed each scope of supply and price to confirm that scope is accurate and complete.

Bid Results & Recommendations

A tabulation of bids received is provided. The tabulation includes additive costs for a health check to be utilized at the City's discretion after construction is complete and additive costs to extend the manufacturer's warranty by one (1) additional year for a total of two (2) years after start-up.

Generator

1. Bids were received from the three approved manufacturers. Kohler, represented locally by Loftin Equipment, is the low bidder. The City currently has an existing Kohler Generator installed in a previous project. CSA recommends utilizing Kohler for this project as they offer the best value and continuity with existing operations.
2. CSA requested additional costs from the approved manufacturers for an extended warranty after start-up. The specified warranty period for the generator is 1 year after start-up, however Kohler has included a 2 year warranty in their bid and no additive costs are necessary.
3. CSA requested additional costs from the approved manufacturers for a health check to be used at the City's option within a period of 12 to 18 months after the generator is placed into service. This would not be for maintenance, but only for an authorized representative to visit the site, inspect the unit, and advise the City on their findings. This service would be directly coordinated by the City and not CSA. An additive cost for this service has been provided. We recommend not including this in GMP #1. This can be included in the Balance of Plant should the City decide to pursue this additive cost.
4. Both Loftin and Cummins offered a 1-year maintenance plan with their bids. This service is for the quarterly service of the new generators only. The CMAR and Vendor specific warranties do not cover quarterly or preventive maintenance. An additive cost for this cost for this service has been provided. We recommend not including this in GMP # 1. This can be included in the Balance of Plant, but we may also recommend the City contract direct with Loftin, separate from this contract, for a maintenance service agreement since an existing Kohler unit is already onsite.

Rotary Drum Thickener

1. One bid was received from an approved manufacturer, BDP Industries, represented locally by HRM Environmental. The City currently has an existing built belt press manufactured by BDP. Although the rotary drum thickener is a different machine than a belt press, we recommend utilizing BDP Industries for the new rotary drum thickeners.
2. CSA requested additional costs from the approved manufacturers for an extended warranty after start-up. The specified warranty period for the rotary drum thickener is 1 year after start-up. An additive cost for this extended warranty has been

provided. We recommend not including this in GMP #1. This can be included in the Balance of Plant should the City decide to pursue this additive cost

3. CSA requested additional costs from the approved manufacturers for a health check to be used at the City's option within a period of 12 to 18 months after the rotary drum thickeners are placed into service. This would not be for maintenance, but only for an authorized representative to visit the site, inspect the unit, and advise the City on their findings. This service would be directly coordinated by the City and not CSA. An additive cost for this service has been provided. We recommend not including this in GMP #1. This can be included in the Balance of Plant should the City decide to pursue this additive cost.

END OF SECTION

Section 2

GMP # 1 Cost Summary

Alvin WWTP Expansion

GMP # 1 Early Work

GMP Summary	Amount
Early Work Procurement Items	
EWP 1 Generators & ATS	\$1,170,376.00
EWP 2 Rotary Drum Thickeners	\$870,500.00
 A. Total Cost of Work	 \$2,040,876.00
 B. CMAR Contingency 1.5%	 \$30,613.14
 Indirect Costs	
C. CMAR Fee 8%	\$165,719.13
D. General Conditions	\$0.00
D1. Performance & Payment Bonds	\$32,252.00
D2. Insurance	\$0.00
E. Sales Tax	\$0.00
 F. Total GMP # 1	 \$2,269,460.27
G. Owner's Contingency	\$0.00
H. Contract Amount	\$2,269,460.27

Comments

- 1 This document to be incorporated as Exhibit C in the CMAR Contract.
- 2 Fee is applied to Item B, CMAR Contingency, per contract part 5.1.2.3
- 3 Fee is not applied to Item G, Owner's Contingency, per contract part 5.1.3

Alvin WWTP Expansion
 Bid Tabulation
 Generators & ATS
 EWP # 1

<u>Bidder</u>	<u>Manufacturer</u>	<u>ATS</u>	<u>Access Platform</u>	<u>Amount</u>	<u>Lead Time</u>	<u>ATS Lead Time</u>	<u>Submittals</u>	<u>1 Yr. Maint. Plan</u>	<u>Health Check</u>	<u>Warranty</u>
*Loftin Equipment	Kohler	Asco	Included	\$1,170,376	60 wk	64 wk	8 wk	\$8,500	\$1,900	2 yr
Cummins	Cummins	Cummins	Included	\$1,574,862	110 wk	39 wk	8 wk	\$17,996	\$12,000	3 yr
Mustang Cat	Caterpillar	Caterpillar	Included	\$1,617,514	90 wk	90 wk	8 wk	Not provided	Not provided	Not provided
*Recommended Vendor										

Alvin WWTP Expansion
 Bid Tabulation
 Solids Handling
 EWP # 2

Rotary Drum Thickeners							<u>Add</u>
<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Health Check</u>	<u>Warranty</u>	<u>1 Year Warranty</u>
*HRM Environmental	BDP	\$870,500	55 wk	10 wk	\$3,500	1 yr	\$13,000
Environmental Imps.	Alfa Laval	No Bid					
Hartwell	Andritz	No Bid					
*Recommended Vendor							

Section 3

Clarifications & Assumptions

Clarifications for GMP # 1

1. GMP # 1 is for procurement only and does not include any installation. CSA, as the CMAR, will issue purchase orders for items as described in the Description of Work.
2. CMAR will provide this equipment to the installing subcontractor and integrate it into the project schedule. Installation costs will be included in the Balance of Plant.
3. Buy American or American Iron and Steel requirements are not included.
4. Sales tax is not included as the City is a tax-exempt entity.
5. CMAR Performance & Payment Bonds are included, based on a 1-year contractor warranty. The City will have the option to increase this to two years at GMP # 2 based cost evaluations.
6. General liability, Auto and Workers Compensation Insurance is included. No costs are reflected as these are home office costs.
7. Builders risk insurance is not included.
8. All specified submittals and O&M manuals.
9. Factory witness testing is not included or required.
10. Video recording of Operator training to be determined prior to date of training.
11. CMAR's payment terms to vendors shall be per specification 01 29 00.
12. CMAR general conditions are not included.
13. The schedule provided in this GMP # 1 is subject to change at GMP # 2.
14. CMAR contingency is included as per article 1.14 and 5.1.2.2 of the Construction Phase Agreement.
15. Owner contingency is not included in this GMP # 1. We recommend finalizing this amount at GMP # 2.
16. A schedule of values will be provided after award. There are only two lump sum purchase items at this time to include in this document. Full project schedule of values to be provided at GMP # 2.

Generators

Included

1. Two (2) Kohler 1250 KW generators each with a 2,600 gallon subbase diesel fuel tank
2. Two (2) Sound attenuated enclosure, wind rated to 186 MPH, TX PE Stamp included
3. Two (2) panelboards, inside generator enclosure
4. One (1) 4000 AMP Automatic Transfer Switch (ATS) manufactured by Asco. (ATS-N)
5. Two (2) 2000 AMP main line circuit breaker for paralleling
6. Instrumentation & controls specific to specification 26 32 13 and 26 36 00
7. Two (2) Full length generator access platforms for by Kohler, with TX PE Stamp
8. Field start-up services, load bank testing and Operator training
9. Two (2) year warranty, beginning at start-up, provided by Kohler. The cost for this warranty is included in the total price, therefore an additive cost is not shown.

Excluded

1. Installation, including earthwork, concrete, electrical, division 40 integration
2. Lifting equipment to set generators
3. Anchor bolts
4. Fuel for testing and final top-off. City will be responsible for fueling after start-up and acceptance.
5. Spare Parts – not called for

Rotary Drum Thickeners

1. Two (2) Rotary Drum Thickeners by BDP, including:
 - a. 304L SS Frame and 316L SS drums
 - b. Two (2) control panels, NEMA 4X, 304SS
 - c. Two (2) flocculation tanks, 304L SS
 - d. Two (2) sludge discharge hoppers, 304L SS
 - e. Two (2) wash water booster pumps, Goulds
 - f. Two (2) potable water booster pumps, Goulds
 - g. Two (2) polymer systems, Velodyne
 - h. Two (2) polymer injection units, 316 SS
 - i. Two (2) sludge flow meters
 - j. Two (2) VFD control panels with VFD's for feed pumps, NEMA 4X, 304 SS
 - k. Two (2) Polymer tote spill containment
 - l. 10" OIT
 - m. Compact Logix 1769-L30ER (5370 Series)
 - n. One (1) year warranty
 - o. Spare parts
 - p. Field start-up and check-out services and operator training
2. Excluded
 - a. Installation costs, including earthwork, concrete electrical, instrumentation and controls
 - b. Anchor bolts
 - c. Sludge feed pumps and interconnecting piping
 - d. Interconnecting pipe & valves between flocculation tank and thickener
 - e. Operator access platforms
 - f. Discharge pipe from hopper into WAS holding basins
 - g. Modbus communication module
3. The City will provide and pay for polymer by their preferred vendor for start-up purposes and final top off when equipment is ready to be placed into service.

END OF SECTION

Section 4

Drawings & Specifications List

Addenda Used in Preparation of GMP # 1

Addendum # 01, prepared by Freese & Nichols, dated 9/18/2024

List of Specifications Used in Preparation of GMP # 1

City of Alvin, Texas, Alvin WTP Expansion, 60% Technical Specifications Volume 1 & 2 –
EWP dated May 2024, prepared by Freese & Nichols, Inc.

Section	Title	Revision
00 01 01	Project Cover Sheet	EWP
00 01 07	Design Professional Seals	EWP
00 01 10	Table of Contents	EWP
CMAR700	General Conditions of the CMAR Contract	EWP
01 26 00	Change Management	EWP
01 29 00	Application for Payment Procedures	EWP
01 29 01	Measurement & Basis for Payment	EWP
01 33 00	Document Management	EWP
01 33 01	Document Register	EWP
01 33 02	Shop Drawings	EWP
01 33 03	Product Data	EWP
01 33 04	Operations & Maintenance Manuals	EWP
01 33 05	Construction Progress Schedule	EWP
01 40 00	Quality Management	EWP
01 75 00	Starting & Adjusting	EWP
01 78 36	Warranties & Service Agreements	EWP
01 79 00	Training of Operations & Maintenance Personnel	EWP
26 29 13.19	Industrial Control Panels	EWP
26 32 13	Engine Generators	EWP
26 36 00	Transfer Switches	EWP
40 70 00	Instrumentation for Process Systems	EWP
46 33 33	Polymer Blending & Feed Equipment	EWP
46 71 33	Rotary Drum Thickeners	EWP

List of Drawings Used in Preparation of GMP # 1

City of Alvin, Texas, Alvin WWTP Expansion, 60% Submittal Drawings Volume 1 & 2 dated May 2024, prepared by Freese & Nichols, Inc.

Drawing	Title
THK-M1	Mechanical Thickener Area Site Plan
THK-M2	Mechanical Thickener Isometric
THK-M3	Mechanical Thickener First Floor Isometric
THK-M4	Mechanical Thickener Second Floor Isometric
THK-M5	Mechanical Thickener First Floor Plan
THK-M6	Mechanical Thickener Second Floor Plan
THK-M7	Mechanical Thickener First Floor Plan
THK-M8	Mechanical Thickener Section I
THK-M9	Mechanical Thickener Section II
THK-M10	Mechanical Thickener Section III
THK-M11	Mechanical Thickener Polymer Feed Isometric, Plan & Sections
THK-S1	Mechanical Thickener Foundation Plan
THK-S2	Mechanical Thickener Top Plan
THK-S3	Mechanical Thickener Framing Plan & Sections
THK-S4	Mechanical Thickener Section I
THK-S5	Mechanical Thickener Section II
THK-S6	Mechanical Thickener Details I
GT-S1	Generator Foundation Plan & Details
E-1	Legend I
E-2	Legend II
E-25	Expansion Site Plan Areas of Work
E-58	Thickener Structure First Floor Power Plan
E-59	Thickener Structure First Floor I&C Plan
E-60	Thickener Structure First Floor Lighting & Receptacle Plane
E-61	Thickener Structure Second Floor Plan
E-62	Thickener Structure Second Floor I&C Plan
E-63	Thickener Structure Second Floor Grounding, Lighting Plan
E-77	Electrical Building Power Plan
E-84	One Line Diagram IV
E-86	One Line Diagram VI
E-93	Interconnect Diagram III
E-94	Interconnect Diagram IV
PI-1	Legend I
PI-2	Legend II
PI-13	Thickeners Diagram
PI-22	Loop Diagrams VI

END OF SECTION

Section 5

Schedule

ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1
1	Alvin WWTP Expansion	1218 days	6/28/23	2/25/28	0 days	Alvin WWTP Expansion															
2	Design Phase Services	422 days	6/28/23	2/6/25	0 days	Design Phase Services															
3	NTP Design Phase	0 days	6/28/23	6/28/23	0 days	NTP Design Phase															
4	Kick-Off Meeting	0 days	7/31/23	7/31/23	0 days	Kick-Off Meeting															
5	20% Cost Model & Schedule	80 days	8/1/23	11/20/23	0 days	20% Cost Model & Schedule															
6	30% Workshop	0 days	12/14/23	12/14/23	0 days	30% Workshop															
7	30% Cost Model & Schedule	40 days	12/15/23	2/8/24	0 days	30% Cost Model & Schedule															
8	60% Cost Model & Schedule	55 days	5/9/24	7/24/24	0 days	60% Cost Model & Schedule															
9	60% Workshop	0 days	5/16/24	5/16/24	0 days	60% Workshop															
10	90% Cost Model & Schedule	40 days	8/8/24	10/2/24	0 days	90% Cost Model & Schedule															
11	90% Workshop	0 days	10/10/24	10/10/24	0 days	90% Workshop															
12	GMP 1 Early Procurement & Council Award	15 days	9/20/24	10/10/24	0 days	GMP 1 Early Procurement & Council Award															
13	Balance of Plant & Council Award	30 days	12/27/24	2/6/25	0 days	Balance of Plant & Council Award															
14	Bidding & Procurement	141 days	6/13/24	12/26/24	0 days	Bidding & Procurement															
15	EWP Procurement Package 1 - Critical Long Lead	71 days	6/13/24	9/19/24	26 days	EWP Procurement Package 1 - Critical Long Lead															
16	Develop Bid Package 1	15 days	6/13/24	7/3/24	0 days	Develop Bid Package 1															
17	Package 1 Bid Phase	21 days	7/4/24	8/1/24	0 days	Package 1 Bid Phase															
18	Negotiations & Award	35 days	8/2/24	9/19/24	0 days	Negotiations & Award															
19	BOP Procurement Package 2 - Balance of Process Equipment	50 days	10/11/24	12/19/24	5 days	BOP Procurement Package 2 - Balance of Process Equipment															
20	Develop Bid Package 2	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 2															
21	Package 2 Bid Phase	20 days	11/1/24	11/28/24	0 days	Package 2 Bid Phase															
22	Negotiations & Award	15 days	11/29/24	12/19/24	5 days	Negotiations & Award															
23	BOP Work Package 1-Electrical	50 days	10/3/24	12/11/24	11 days	BOP Work Package 1-Electrical															
24	Develop Bid Package 3	15 days	10/3/24	10/23/24	0 days	Develop Bid Package 3															
25	Package 3 Bid Phase	20 days	10/24/24	11/20/24	0 days	Package 3 Bid Phase															
26	Negotiations & Award	15 days	11/21/24	12/11/24	11 days	Negotiations & Award															
27	BOP Work Package 2-DFS	55 days	10/11/24	12/26/24	0 days	BOP Work Package 2-DFS															
28	Develop Bid Package 4	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 4															
29	Package 4 Bid Phase	25 days	11/1/24	12/5/24	0 days	Package 4 Bid Phase															
30	Negotiations & Award	15 days	12/6/24	12/26/24	0 days	Negotiations & Award															
31	BOP Work Package 3-PCSI	55 days	10/11/24	12/26/24	0 days	BOP Work Package 3-PCSI															
32	Develop Bid Package 5	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 5															
33	Package 5 Bid Phase	25 days	11/1/24	12/5/24	0 days	Package 5 Bid Phase															
34	Negotiations & Award	15 days	12/6/24	12/26/24	0 days	Negotiations & Award															
35	BOP Work Package 4-Plant Construction	55 days	10/11/24	12/26/24	0 days	BOP Work Package 4-Plant Construction															
36	Develop Bid Package 6	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 6															
37	Package 6 Bid Phase	25 days	11/1/24	12/5/24	0 days	Package 6 Bid Phase															
38	Negotiations & Award	15 days	12/6/24	12/26/24	0 days	Negotiations & Award															
39	BOP Work Package 5-Buildings	55 days	10/11/24	12/26/24	0 days	BOP Work Package 5-Buildings															
40	Develop Package 7	15 days	10/11/24	10/31/24	0 days	Develop Package 7															

Alvin WWTP
GMP 1 Schedule
CSA Construction, Inc



Critical

Task

Split

Milestone

Slack

Summary

Project Summary

Progress

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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
81	Lift Station	309 days	1/16/26	3/24/27	0 days																			
82	Initital Excavation	3 days	1/16/26	1/20/26	0 days																			
83	Cutting Edge & 1st Lift Wall	18 days	1/21/26	2/13/26	0 days																			
84	Backfill Initial Excavation	3 days	2/16/26	2/18/26	0 days																			
85	Caisson Excavate 1st Lift	10 days	2/19/26	3/4/26	0 days																			
86	2nd Lift Wall	18 days	3/5/26	3/30/26	0 days																			
87	Caisson Excavate 2nd Lift	10 days	3/31/26	4/13/26	0 days																			
88	Bottom Slab Concrete	10 days	4/14/26	4/27/26	0 days																			
89	Inner Walls & Grout Fills	25 days	4/28/26	6/1/26	0 days																			
90	Top Deck Concrete	25 days	6/2/26	7/6/26	0 days																			
91	Slide Gates	5 days	7/7/26	7/13/26	15 days																			
92	Concrete Coatings	15 days	8/4/26	8/24/26	0 days																			
93	Suction Pipe & Valves	20 days	8/25/26	9/21/26	0 days																			
94	Submersible Pumps	5 days	9/22/26	9/28/26	39 days																			
95	Monorail Support Structure	10 days	11/23/26	12/4/26	0 days																			
96	Hoist & Trollies	3 days	12/7/26	12/9/26	0 days																			
97	Misc. Metals	15 days	12/10/26	12/30/26	0 days																			
98	Mechanical Painting	15 days	12/31/26	1/20/27	0 days																			
99	Electrical Panels & Instruments	15 days	1/21/27	2/10/27	0 days																			
100	Electrical Conduit	10 days	2/11/27	2/24/27	0 days																			
101	Electrical Wiring & Termination	15 days	2/25/27	3/17/27	0 days																			
102	Start-Up Lift Station Pumps	5 days	3/18/27	3/24/27	62 days																			
103	Headworks	309 days	4/14/26	6/18/27	0 days																			
104	Excavation & Select Fill	10 days	4/14/26	4/27/26	0 days																			
105	Slab Concrete	12 days	4/28/26	5/13/26	0 days																			
106	Backfill	3 days	5/14/26	5/18/26	0 days																			
107	Lower Wall Concrete	50 days	5/19/26	7/27/26	0 days																			
108	Elevated Slab Concrete	30 days	7/28/26	9/7/26	0 days																			
109	Upper Wall Concrete	40 days	9/8/26	11/2/26	0 days																			
110	Grit Area Columns	8 days	11/3/26	11/12/26	0 days																			
111	Grit Area Elevated Slab	10 days	11/13/26	11/26/26	0 days																			
112	Slide Gates	8 days	11/27/26	12/8/26	0 days																			
113	Concrete Coatings	15 days	12/9/26	12/29/26	0 days																			
114	42" RS & Influent Piping	5 days	12/30/26	1/5/27	0 days																			
115	Effluent Piping	3 days	1/6/27	1/8/27	0 days																			
116	Leak Test	10 days	1/11/27	1/22/27	0 days																			
117	Screenings Equipment	5 days	1/25/27	1/29/27	0 days																			
118	Grit Removal Equipment & Piping	15 days	2/1/27	2/19/27	0 days																			
119	NPW Piping	5 days	2/22/27	2/26/27	0 days																			
120	Misc. Metals	15 days	3/1/27	3/19/27	0 days																			

Alvin WWTP
GMP 1 Schedule
CSA Construction, Inc



Critical

Task

Split

Milestone

Slack

Summary

Project Summary

Progress

ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
121	Mechanical Painting	10 days	3/22/27	4/2/27	0 days															
122	Electrical Panels & Instruments	20 days	4/5/27	4/30/27	0 days															
123	Electrical Conduit	10 days	5/3/27	5/14/27	0 days															
124	Electrical Wiring & Termination	20 days	5/17/27	6/11/27	0 days															
125	Start-Up Headworks Equipment	5 days	6/14/27	6/18/27	0 days															
126	Aeration Splitter Box	136 days	1/16/26	7/24/26	72 days															
127	Excavation & Select Fill	5 days	1/16/26	1/22/26	0 days															
128	Slab Concrete	8 days	1/23/26	2/3/26	0 days															
129	Wall Concrete	35 days	2/4/26	3/24/26	0 days															
130	Slide Gates	8 days	3/25/26	4/3/26	0 days															
131	Concrete Coatings	15 days	4/6/26	4/24/26	0 days															
132	Leak Test	10 days	5/25/26	6/5/26	0 days															
133	Backfill	10 days	6/8/26	6/19/26	0 days															
134	Misc. Metals	10 days	6/22/26	7/3/26	0 days															
135	Electrical Conduit	10 days	7/6/26	7/17/26	0 days															
136	Electrical Wiring & Terminations	5 days	7/20/26	7/24/26	235 days															
137	Aeration Basins 5 & 6	415 days	5/30/25	12/31/26	0 days															
138	Excavation & Select Fill	20 days	5/30/25	6/26/25	0 days															
139	Underslab Drain Pipe	5 days	6/27/25	7/3/25	0 days															
140	Slab Concrete	45 days	7/4/25	9/4/25	0 days															
141	Backfill	10 days	9/5/25	9/18/25	0 days															
142	Wall Concrete	85 days	9/19/25	1/15/26	0 days															
143	Elevated Walkway Concrete	45 days	1/16/26	3/19/26	0 days															
144	Effluent Trough Concrete	35 days	3/20/26	5/7/26	0 days															
145	Concrete Coatings-Selector Zones	10 days	5/8/26	5/21/26	0 days															
146	Misc. Metals	25 days	5/22/26	6/25/26	0 days															
147	Slide Gates	3 days	6/26/26	6/30/26	0 days															
148	Leak Test	10 days	7/1/26	7/14/26	0 days															
149	Aeration Diffusers	25 days	7/15/26	8/18/26	0 days															
150	Submersible Mixers	10 days	8/19/26	9/1/26	0 days															
151	Air Piping	15 days	9/2/26	9/22/26	0 days															
152	NPW Piping	10 days	9/23/26	10/6/26	0 days															
153	Electrical Panels & Instrumentation	20 days	10/7/26	11/3/26	0 days															
154	Electrical Conduit	20 days	11/4/26	12/1/26	0 days															
155	Electrical Wiring & Terminations	20 days	12/2/26	12/29/26	0 days															
156	Start-Up Mixers	2 days	12/30/26	12/31/26	121 days															
157	Aeration Blower Building	188 days	6/22/26	3/10/27	72 days															
158	Excavation & Select Fill	5 days	6/22/26	6/26/26	0 days															
159	Spread Footing & Wall Concrete	20 days	6/29/26	7/24/26	0 days															
160	Electrical Rough-In	10 days	7/27/26	8/7/26	0 days															

Alvin WWTP
GMP 1 Schedule
CSA Construction, Inc



Critical

Task

Split

Milestone

◆

Slack

Summary

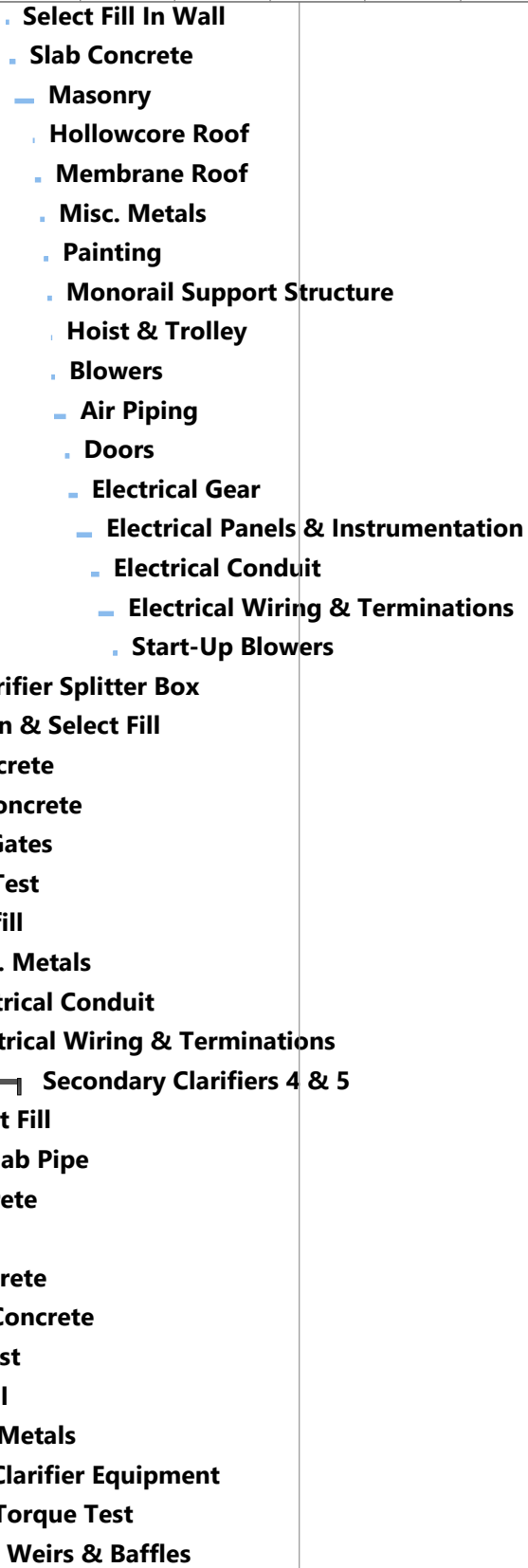
Project Summary

Progress

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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
161	Select Fill In Wall	5 days	8/10/26	8/14/26	0 days															
162	Slab Concrete	8 days	8/17/26	8/26/26	0 days															
163	Masonry	25 days	8/27/26	9/30/26	0 days															
164	Hollowcore Roof	2 days	10/1/26	10/2/26	0 days															
165	Membrane Roof	8 days	10/5/26	10/14/26	0 days															
166	Misc. Metals	5 days	10/15/26	10/21/26	0 days															
167	Painting	5 days	10/22/26	10/28/26	0 days															
168	Monorail Support Structure	5 days	10/29/26	11/4/26	0 days															
169	Hoist & Trolley	1 day	11/5/26	11/5/26	0 days															
170	Blowers	3 days	11/6/26	11/10/26	0 days															
171	Air Piping	15 days	11/11/26	12/1/26	0 days															
172	Doors	5 days	12/2/26	12/8/26	0 days															
173	Electrical Gear	11 days	12/9/26	12/23/26	0 days															
174	Electrical Panels & Instrumentation	20 days	12/24/26	1/20/27	0 days															
175	Electrical Conduit	10 days	1/21/27	2/3/27	0 days															
176	Electrical Wiring & Terminations	20 days	2/4/27	3/3/27	0 days															
177	Start-Up Blowers	5 days	3/4/27	3/10/27	72 days															
178	Clarifier Splitter Box	94 days	11/14/25	3/25/26	195 days															
179	Excavation & Select Fill	5 days	11/14/25	11/20/25	0 days															
180	Slab Concrete	8 days	11/21/25	12/2/25	0 days															
181	Wall Concrete	35 days	12/3/25	1/20/26	0 days															
182	Slide Gates	8 days	1/21/26	1/30/26	0 days															
183	Leak Test	10 days	2/2/26	2/13/26	0 days															
184	Backfill	10 days	2/16/26	2/27/26	0 days															
185	Misc. Metals	10 days	3/2/26	3/13/26	0 days															
186	Electrical Conduit	5 days	3/16/26	3/20/26	0 days															
187	Electrical Wiring & Terminations	3 days	3/23/26	3/25/26	322 days															
188	Secondary Clarifiers 4 & 5	376 days	3/28/25	9/4/26	0 days															
189	Excavation & Select Fill	20 days	3/28/25	4/24/25	0 days															
190	ML & RAS Underslab Pipe	10 days	4/25/25	5/8/25	0 days															
191	Center Pier Concrete	15 days	5/9/25	5/29/25	0 days															
192	Slab Concrete	45 days	5/30/25	7/31/25	0 days															
193	Wall Concrete	75 days	8/1/25	11/13/25	0 days															
194	Trough Concrete	20 days	11/14/25	12/11/25	0 days															
195	Leak Test	20 days	12/12/25	1/8/26	0 days															
196	Backfill	15 days	1/9/26	1/29/26	0 days															
197	Misc. Metals	10 days	1/30/26	2/12/26	65 days															
198	Clarifier Equipment	20 days	5/15/26	6/11/26	0 days															
199	Torque Test	2 days	6/12/26	6/15/26	0 days															
200	Weirs & Baffles	20 days	6/16/26	7/13/26	0 days															



ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1
201	NPW Piping	5 days	7/14/26	7/20/26	0 days																
202	Electrical Panels & Instrumentation	10 days	7/21/26	8/3/26	0 days																
203	Electrical Conduit	10 days	8/4/26	8/17/26	0 days																
204	Electrical Wiring & Terminations	10 days	8/18/26	8/31/26	0 days																
205	Start-Up Clarifiers	4 days	9/1/26	9/4/26	205 days																
206	Clarifier 4 & 5 Scum Pumps	65 days	1/21/26	4/21/26	299 days																
207	Excavation & Select Fill	3 days	1/21/26	1/23/26	0 days																
208	Spread Footing & Wall Concrete	10 days	1/26/26	2/6/26	0 days																
209	Electrical Rough-In	5 days	2/9/26	2/13/26	0 days																
210	Select Fill In Wall	3 days	2/16/26	2/18/26	0 days																
211	Slab Concrete	5 days	2/19/26	2/25/26	0 days																
212	Canopy	10 days	2/26/26	3/11/26	0 days																
213	Scum Pump	2 days	3/12/26	3/13/26	0 days																
214	Scum Piping	8 days	3/16/26	3/25/26	0 days																
215	Mechanical Painting	2 days	3/26/26	3/27/26	0 days																
216	Electrical Conduit	5 days	3/30/26	4/3/26	0 days																
217	Electrical Panels & Instrumentation	5 days	4/6/26	4/10/26	0 days																
218	Electrical Wiring & Terminations	5 days	4/13/26	4/17/26	0 days																
219	Start-Up Scum Pumps	2 days	4/20/26	4/21/26	94 days																
220	RAS/WAS Pump Station	173 days	1/21/26	9/18/26	195 days																
221	Excavation & Select Fill	5 days	1/21/26	1/27/26	0 days																
222	Spread Footing & Wall Concrete	15 days	1/28/26	2/17/26	0 days																
223	Electrical & Plumbing Rough-In	8 days	2/18/26	2/27/26	0 days																
224	Select Fill In Wall	5 days	3/2/26	3/6/26	0 days																
225	Slab Concrete	8 days	3/9/26	3/18/26	0 days																
226	Masonry	25 days	3/19/26	4/22/26	0 days																
227	Hollowcore Roof	2 days	4/23/26	4/24/26	0 days																
228	Membrane Roof	8 days	4/27/26	5/6/26	0 days																
229	Misc. Metals	5 days	5/7/26	5/13/26	0 days																
230	Painting	5 days	5/14/26	5/20/26	0 days																
231	Monorail Support Structure	5 days	5/21/26	5/27/26	0 days																
232	Hoist & Trolley	1 day	5/28/26	5/28/26	0 days																
233	RAS/WAS Pumps	3 days	5/29/26	6/2/26	0 days																
234	Slduge Pipe & Valves	15 days	6/3/26	6/23/26	0 days																
235	Doors	5 days	6/24/26	6/30/26	0 days																
236	Electrical Gear	5 days	7/1/26	7/7/26	0 days																
237	Electrical Panels & Instrumentation	20 days	7/8/26	8/4/26	0 days																
238	Electrical Conduit	10 days	8/5/26	8/18/26	0 days																
239	Electrical Wiring & Terminations	20 days	8/19/26	9/15/26	0 days																
240	Start-Up RAS/WAS Pumps	3 days	9/16/26	9/18/26	195 days																

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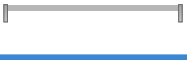
Split
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Summary



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Progress



ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1															
281	Electrical Conduit	10 days	4/20/26	5/1/26	0 days																															
282	Electrical Wiring & Terminations	10 days	5/4/26	5/15/26	0 days																															
283	Start-Up Chemical Feed Systems	5 days	5/18/26	5/22/26	280 days																															
284	Effluent Junction Box	30 days	1/23/26	3/5/26	280 days																															
285	Excavation & Select Fill	3 days	1/23/26	1/27/26	0 days																															
286	Slab Concrete	4 days	1/28/26	2/2/26	0 days																															
287	Wall Concrete	10 days	2/3/26	2/16/26	0 days																															
288	Leak Test	10 days	2/17/26	3/2/26	0 days																															
289	Backfill	3 days	3/3/26	3/5/26	0 days																															
290	NPW Pump Station	61 days	3/6/26	5/29/26	280 days																															
291	Excavation & Select Fill	3 days	3/6/26	3/10/26	0 days																															
292	Spread Footing & Wall Concrete	10 days	3/11/26	3/24/26	0 days																															
293	Electrical Rough-In	6 days	3/25/26	4/1/26	0 days																															
294	Select Fill In Wall	4 days	4/2/26	4/7/26	0 days																															
295	Slab Concrete	6 days	4/8/26	4/15/26	0 days																															
296	Pump Skid	1 day	4/16/26	4/16/26	0 days																															
297	NPW Piping	5 days	4/17/26	4/23/26	0 days																															
298	Canopy	5 days	4/24/26	4/30/26	0 days																															
299	Mechanical Painting	3 days	5/1/26	5/5/26	0 days																															
300	Electrical Conduit	5 days	5/6/26	5/12/26	0 days																															
301	Electrical Wiring & Terminations	5 days	5/13/26	5/19/26	0 days																															
302	Start-Up NPW System	3 days	5/20/26	5/22/26	0 days																															
303	Demo. Existing NPW Pumps	5 days	5/25/26	5/29/26	430 days																															
304	Thickener	165 days	11/27/26	7/15/27	3 days																															
305	Demolition	5 days	11/27/26	12/3/26	0 days																															
306	Excavation & Select Fill	5 days	12/4/26	12/10/26	0 days																															
307	Electrical & Plumbing Rough-In	10 days	12/11/26	12/24/26	0 days																															
308	Slab Concrete	8 days	12/25/26	1/5/27	0 days																															
309	Column Concrete	8 days	1/6/27	1/15/27	0 days																															
310	Elevated Slab	10 days	1/18/27	1/29/27	0 days																															
311	Thickeners	2 days	2/1/27	2/2/27	0 days																															
312	Sludge Pumps	2 days	2/3/27	2/4/27	0 days																															
313	Polymer Equipment & Piping	10 days	2/5/27	2/18/27	0 days																															
314	Water Piping	10 days	2/19/27	3/4/27	0 days																															
315	Canopy	10 days	3/5/27	3/18/27	0 days																															
316	Hoist & Trolley	2 days	3/19/27	3/22/27	0 days																															
317	Misc. Metals	8 days	3/23/27	4/1/27	0 days																															
318	Sludge Pipe & Valves	10 days	4/2/27	4/15/27	0 days																															
319	Mechanical Painting	5 days	4/16/27	4/22/27	0 days																															
320	Pipe Insulation	10 days	4/23/27	5/6/27	0 days																															
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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
321	Electrical Panels & Instrumentation	10 days	5/7/27	5/20/27	0 days															
322	Electrical Conduit	15 days	5/21/27	6/10/27	0 days															
323	Electrical Wiring & Terminations	15 days	6/11/27	7/1/27	0 days															
324	Start-Up Thickener System	10 days	7/2/27	7/15/27	93 days															
325	WAS Holding Tank Blowers	55 days	2/1/27	4/16/27	3 days															
326	Excavation & Select Fill	3 days	2/1/27	2/3/27	0 days															
327	Spread Footing & Wall Concrete	10 days	2/4/27	2/17/27	0 days															
328	Electrical Rough-In	6 days	2/18/27	2/25/27	0 days															
329	Select Fill In Wall	4 days	2/26/27	3/3/27	0 days															
330	Slab Concrete	6 days	3/4/27	3/11/27	0 days															
331	Blowers	2 days	3/12/27	3/15/27	0 days															
332	Air Piping	8 days	3/16/27	3/25/27	0 days															
333	Canopy	5 days	3/26/27	4/1/27	0 days															
334	Electrical Conduit	3 days	4/2/27	4/6/27	0 days															
335	Electrical Wiring & Terminations	5 days	4/7/27	4/13/27	0 days															
336	Start-Up WAS Blowers	3 days	4/14/27	4/16/27	157 days															
337	Digested Sludge Pump Station	58 days	3/12/27	6/1/27	3 days															
338	Excavation & Select Fill	3 days	3/12/27	3/16/27	0 days															
339	Electrical & Plumbing Rough-In	5 days	3/17/27	3/23/27	0 days															
340	Slab Concrete	6 days	3/24/27	3/31/27	0 days															
341	Pump Pads	3 days	4/1/27	4/5/27	0 days															
342	Sludge Pumps	1 day	4/6/27	4/6/27	0 days															
343	Canopy	5 days	4/7/27	4/13/27	0 days															
344	Sludge Piping & Valves	6 days	4/14/27	4/21/27	0 days															
345	Mechanical Painting	5 days	4/22/27	4/28/27	0 days															
346	Electrical Panels & Instrumentation	5 days	4/29/27	5/5/27	0 days															
347	Electrical Conduit	8 days	5/6/27	5/17/27	0 days															
348	Electrical Wiring & Terminations	8 days	5/18/27	5/27/27	0 days															
349	Start-Up Sludge Pump Station	3 days	5/28/27	6/1/27	125 days															
350	Sludge Dewatering Bldg. Expansion	179 days	4/1/27	12/7/27	3 days															
351	Excavation & Select Fill	8 days	4/1/27	4/12/27	0 days															
352	Spread Footing & Wall Concrete	10 days	4/13/27	4/26/27	0 days															
353	Electrical & Plumbing Rough-In	10 days	4/27/27	5/10/27	0 days															
354	Select Fill In Wall	5 days	5/11/27	5/17/27	0 days															
355	Slab Concrete	8 days	5/18/27	5/27/27	0 days															
356	Belt Press	1 day	5/28/27	5/28/27	0 days															
357	Demo and Repour Roll Off Area	25 days	5/31/27	7/2/27	0 days															
358	Roll Off Canopy	10 days	7/5/27	7/16/27	92 days															
359	Conveyor	3 days	5/31/27	6/2/27	0 days															
360	Masonry	15 days	6/3/27	6/23/27	0 days															

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401	Spread Footing & Wall Concrete	10 days	3/5/27	3/18/27	0 days															
402	Electrical Rough-In	8 days	3/19/27	3/30/27	0 days															
403	Select Fill In Wall	5 days	3/31/27	4/6/27	0 days															
404	Slab Concrete	6 days	4/7/27	4/14/27	0 days															
405	Misc. Metals	3 days	4/15/27	4/19/27	0 days															
406	Utility Set Transformer	2 days	4/20/27	4/21/27	42 days															
407	Electrical & Controls	552 days	5/2/25	6/14/27	29 days															
408	Electrical Mobilization	10 days	5/2/25	5/15/25	0 days															
409	Site Ductbanks	335 days	6/27/25	10/8/26	0 days															
410	Site Lighting	35 days	10/9/26	11/26/26	0 days															
411	IO Checkouts	30 days	3/16/27	4/26/27	0 days															
412	SCADA Commissioning	35 days	4/27/27	6/14/27	4 days															
413	Yard Piping	471 days	11/14/25	9/3/27	70 days															
414	36" RS to Existing Plant	10 days	8/23/27	9/3/27	0 days															
415	36" RS to AB Splitter Box	10 days	3/25/26	4/7/26	373 days															
416	24"-36" CE to Chlorine Contact	10 days	11/14/25	11/27/25	0 days															
417	10" WAS to Holding Tanks	10 days	11/14/25	11/27/25	208 days															
418	36" FE to Junction Box	10 days	11/28/25	12/11/25	0 days															
419	54" Outfall Pipe & Sloped Paving	30 days	12/12/25	1/22/26	0 days															
420	Digested Sludge to BFP Building	10 days	4/22/27	5/5/27	144 days															
421	Offsite 6" Waterline	25 days	1/23/26	2/26/26	0 days															
422	Site PW Piping	30 days	2/27/26	4/9/26	0 days															
423	Site NPW Piping	30 days	4/10/26	5/21/26	0 days															
424	Site Chemical Piping	15 days	5/22/26	6/11/26	120 days															
425	Air - Blower Building to Aeration Basin	10 days	12/2/26	12/15/26	56 days															
426	Sitework	85 days	11/27/26	3/25/27	171 days															
427	Paving	50 days	11/27/26	2/4/27	0 days															
428	Fencing	10 days	2/5/27	2/18/27	0 days															
429	Fine Grade Site	20 days	2/19/27	3/18/27	0 days															
430	Seeding	5 days	3/19/27	3/25/27	91 days															
431	New Plant Start-Up	75 days	6/21/27	10/1/27	0 days															
432	42" Tie-In Existing J-Box	8 days	6/21/27	6/30/27	0 days															
433	Seed New Plant	5 days	6/21/27	6/25/27	0 days															
434	30 Day Run Test	25 days	6/28/27	7/30/27	0 days															
435	Punchlist	45 days	8/2/27	10/1/27	80 days															
436	Existing WWTP Rehab	150 days	8/2/27	2/25/28	0 days															
437	Demolition	27 days	8/2/27	9/7/27	68 days															
438	Lift Station	15 days	8/2/27	8/20/27	0 days															
439	Chlorine Storage	5 days	8/23/27	8/27/27	0 days															
440	Bisulfite Building	5 days	8/30/27	9/3/27	0 days															

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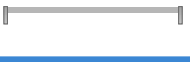
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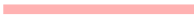


ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1
441	Generator Pad	2 days	9/6/27	9/7/27	68 days																		
442	Aeration & Grit Basins	95 days	8/2/27	12/10/27	0 days																		Generator Pad
443	Grit & Sludge Removal	30 days	8/2/27	9/10/27	0 days																		Aeration & Grit Basins
444	Demolition	25 days	9/13/27	10/15/27	0 days																		Grit & Sludge Removal
445	Concrete Weir Trough	25 days	10/18/27	11/19/27	0 days																		Demolition
446	Misc. Metals	10 days	11/22/27	12/3/27	0 days																		Concrete Weir Trough
447	Slide Gates	5 days	12/6/27	12/10/27	0 days																		Misc. Metals
448	Complete Paving	20 days	9/6/27	10/1/27	80 days																		Slide Gates
449	Aeration Blower Replacement	20 days	8/2/27	8/27/27	75 days																		Complete Paving
450	Remove & Replace Existing Blower	20 days	8/2/27	8/27/27	75 days																		Aeration Blower Replacement
451	Clarifiers	40 days	8/2/27	9/24/27	55 days																		Remove & Replace Existing Blower
452	Regrade Area	10 days	8/2/27	8/13/27	0 days																		Clarifiers
453	Electrical Refeed	30 days	8/16/27	9/24/27	55 days																		Regrade Area
454	RAS/WAS Pump Station	53 days	8/2/27	10/13/27	16 days																		Electrical Refeed
455	Recoat Interior Roof	10 days	8/2/27	8/13/27	0 days																		RAS/WAS Pump Station
456	Replace Valves	15 days	8/16/27	9/3/27	0 days																		Recoat Interior Roof
457	Mechanical Painting	5 days	9/6/27	9/10/27	0 days																		Replace Valves
458	Drain Relocation	5 days	9/13/27	9/17/27	0 days																		Mechanical Painting
459	Misc. Items	15 days	9/20/27	10/8/27	0 days																		Drain Relocation
460	Regrade Area	3 days	10/11/27	10/13/27	72 days																		Misc. Items
461	Electrical Refeed	20 days	8/16/27	9/10/27	65 days																		Regrade Area
462	Chlorine Contact	35 days	8/2/27	9/17/27	60 days																		Electrical Refeed
463	Replace 36" BFV's	5 days	8/2/27	8/6/27	0 days																		Chlorine Contact
464	Gates	5 days	8/9/27	8/13/27	0 days																		Replace 36" BFV's
465	Remove Coatings	15 days	8/16/27	9/3/27	0 days																		Gates
466	Valves	10 days	9/6/27	9/17/27	60 days																		Remove Coatings
467	Digesters	55 days	8/2/27	10/15/27	40 days																		Valves
468	Slide Gates	5 days	8/2/27	8/6/27	0 days																		Digesters
469	Remove & Replace Pipe & Valves	15 days	8/9/27	8/27/27	0 days																		Slide Gates
470	New Air Piping	15 days	8/30/27	9/17/27	0 days																		Remove & Replace Pipe & Valves
471	Remove Handrail	10 days	9/20/27	10/1/27	0 days																		New Air Piping
472	New Handrail	10 days	10/4/27	10/15/27	40 days																		Remove Handrail
473	Digester Blowers	69 days	8/16/27	11/18/27	16 days																		New Handrail
474	Recoat Interior Roof	10 days	8/16/27	8/27/27	0 days																		Digester Blowers
475	Remove Blowers & Piping	5 days	8/30/27	9/3/27	0 days																		Recoat Interior Roof
476	New Blowers	2 days	9/6/27	9/7/27	0 days																		Remove Blowers & Piping
477	New Air Piping	10 days	9/8/27	9/21/27	0 days																		New Blowers
478	Hoist & Trolley	2 days	9/22/27	9/23/27	0 days																		New Air Piping
479	Misc. Items	10 days	9/24/27	10/7/27	0 days																		Hoist & Trolley
480	Electrical Panels & Instrumentation	10 days	10/8/27	10/21/27	0 days																		Misc. Items
						Electrical Panels & Instrumentation																	

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Project Summary



Progress



ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1
481	Electrical Conduit	10 days	10/22/27	11/4/27	0 days																- Electrical Conduit
482	Electrical Wiring & Terminations	10 days	11/5/27	11/18/27	16 days																
483	Existing Plant Start-Up	55 days	12/13/27	2/25/28	0 days																
484	30 Day Run Test	30 days	12/13/27	1/21/28	0 days																
485	SCADA Commissioning	20 days	12/13/27	1/7/28	10 days																
486	Punchlist	25 days	1/24/28	2/25/28	0 days																
487	Closeout	25 days	1/24/28	2/25/28	0 days																
488	Final Clean-Up	15 days	1/24/28	2/11/28	0 days																
489	Demobilize	10 days	2/14/28	2/25/28	0 days																
490	Project Completion	0 days	2/25/28	2/25/28	0 days																

Alvin WWTP
GMP 1 Schedule
CSA Construction, Inc



Critical Task

Split Milestone

Slack Summary

Project Summary Progress

EXHIBIT C – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are set forth herein in full OR made part of this agreement by reference OR made part of this agreement as a separate attachment.

EXHIBIT D – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this agreement by reference and on file with the:

- Design Professional
- City of Alvin Project Manager
- CM@Risk Contractor



AGENDA COMMENTARY

Meeting Date: 10/17/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-DD, releasing approximately 273.364 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On or about September 26, 2024, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Maple Farms Holdings, LLC, the owner of approximately 273.364 acres of land near the city limits of Iowa Colony and the City of Sandy Point ETJ, as reflected in the attached map.

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

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/11/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord. 24-DD; Releasing Land from ETJ
2. Petition for Release of Land from Extraterritorial Jurisdiction
3. Map of ETJ release

Recommendation: Move to approve Ordinance 24-DD, releasing approximately 273.364 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

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

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

ORDINANCE NO. 24-DD

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, RELEASING APPROXIMATELY 273.364 ACRES OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY; PROVIDING FINDINGS OF FACT; CONTAINING A SEVERABILITY CLAUSE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Section 42.102 of the Texas Local Government Code authorizes a resident or landowner of an area in the extraterritorial jurisdiction ("ETJ") of a municipality to file petition with the municipality to be released from the ETJ of the municipality; and

WHEREAS, on or about September 26, 2024, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Maple Farms Holdings, LLC, the owner of approximately 273.364 acres of land located near the city limits of Iowa Colony and the City of Sandy Point ETJ, located entirely within the City of Alvin's ETJ, in Brazoria County, Texas.

WHEREAS, said Petition, which complies with the requirements of Section 42.104 of the Texas Local Government Code, seeks the release of approximately 273.364 acres of land in the City's ETJ, as described in Exhibit A and reflected on Exhibit B, both attached hereto and incorporated herein for all purposes; and

WHEREAS, Section 42.105 provides upon a proper petition, the City shall immediately release the area from its ETJ and shall take action before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The City further finds that the meeting at which this Ordinance is being considered is within 45 days after receiving the Petition, in accordance with Section 42.105 of the Texas Local Government Code.

Section 2. Release. The City, in accordance with Section 42.105 of the Texas Local Government Code, hereby releases for all purposes the approximately 273.364 acres of land as described in Exhibit A and reflected in Exhibit B from its extraterritorial jurisdiction.

Section 3. This Ordinance shall not be construed to in any way alter, modify, or revise the ETJ of any municipality other than the City of Alvin. Any portion of Alvin's ETJ that becomes non-contiguous to the corporate boundaries or ETJ of the City of Alvin as a result of the release of ETJ pursuant to this Ordinance shall be deemed to have been hereby released by the City of Alvin.

Section 4. The official map and boundaries of the City of Alvin are hereby amended and revised so as to release solely the portion of its ETJ that is described in Exhibit A and reflected on Exhibit B.

Section 5. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 17th day of October 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Rec 9/26/24

Direct Line: (713) 800-8469
Direct Fax: (713) 800-1169

aramos@abhr.com

Ashley Ramos
Legal Assistant

September 25, 2024

VIA FEDERAL EXPRESS

Ms. Dixie Roberts
City Secretary
City of Alvin
216 W. Sealy
Alvin, TX 77511

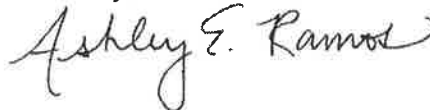
Re: Petition for Release of an Area from a Municipality's Extraterritorial
Jurisdiction - 273.364 acres

Dear Ms. Roberts:

Please find enclosed, for consideration by the Mayor and City Council of the City of Alvin, Texas (the "City"), one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 273.364 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely,



Ashley Ramos
Legal Assistant

Enclosure

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS:

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 273.364 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Alvin, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Brazoria County Appraisal District, attached hereto as **Exhibit C**, as may be supplemented, as needed, by recorded deed recorded in the official public records of Brazoria County, Texas.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.044 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully prays that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 25, 2024.

MAPLE FARMS HOLDINGS LLC, a Texas limited liability company

By: Maple Farms JV LLC, a Delaware limited liability company, its Manager

By: Maple Farms GP LLC, a Texas limited liability company, its General Partner

By: Maple X, Inc., a Texas corporation, its Manager

By: Itiel Kaplan

Name: Itiel Kaplan

Title: President

DOB: 1/9/85

Residence Address: 2330 Gramercy St.
Houston, TX 77030

Date of Signing: September 25, 2024

THE STATE OF TEXAS

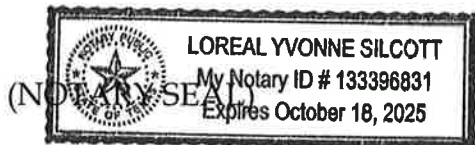
§

§

COUNTY OF Harris

§

This instrument was acknowledged before me on September 25, 2024, by Itiel Kaplan, as President of Maple X, Inc., a Texas corporation, Manager of Maple Farms GP LLC, a Texas limited liability company, General Partner of Maple Farms JV LLC, a Delaware limited liability company, Manager of MAPLE FARMS HOLDINGS LLC, a Texas limited liability company, on behalf of said corporation and limited liability companies.



Loreal Yvonne Silcott

Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

County: Brazoria
Project: Maple Farms
M&B No.: 241334
Job Number: 4697-MB

**FIELD NOTES FOR A 273.364 ACRE TRACT
WITHIN THE CITY OF ALVIN, TEXAS ETJ**

Being a tract of land containing 273.364 acres (11,907,713 square feet), located in the Chester S. Gorbet Survey, Abstract Number (No.) 64, in Brazoria County, Texas; Said 273.364 acre tract being a portion of a called 770.386 acre tract recorded in the name of Maple Farms Holdings, LLC, in Brazoria County Clerk's File (B.C.C.F.) No. 2021083089; said 273.364 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone No. 4204, North American Datum of 1983 (NAD83), as per GPS observations):

BEGINNING at a 2-inch iron pipe found at a northwesterly corner of a called 93.36 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996034938, being on the northerly line of called 157.87 acre tract recorded in the name of Schlumberger Well Services in B.C.C.F. No. 1996033029 and marking the southeast corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETJ recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract;

THENCE, through and across said 770.386 acre tract and with the line common to said the City of Alvin, Texas ETJ and said the City of Sandy Point, Texas ETJ, the following three (3) courses:

1. North 33 degrees 07 minutes 46 seconds East, a distance of 391.55 feet to an angle point at a westerly corner of the herein described tract;
2. North 10 degrees 31 minutes 42 seconds East, a distance of 1,050.79 feet to an angle point at a westerly corner of the herein described tract;
3. North 11 degrees 15 minutes 04 seconds West, a distance of 163.49 feet to the beginning of a curve to the right and being a westerly corner of the herein described tract;

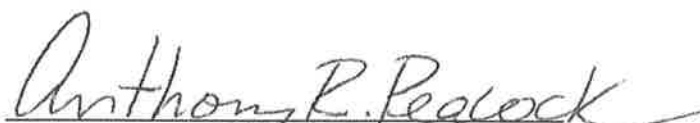
THENCE, through and across said 770.386 acre tract and along the westerly line of said City of Alvin, Texas ETJ, 4,411.98 feet along the arc of said curve to the right, having a radius of 10,560.00 feet, a central angle of 23 degrees 56 minutes 18 seconds, and a chord that bears North 49 degrees 42 minutes 45 seconds East, a distance of 4,379.96 feet to an angle point on the westerly line of a called 615.92 acre tract recorded in the name of AA Sharp Investments, LTD. in B.C.C.F. No. 2007068904 and being the most northerly corner of the herein described tract;

THENCE, along the lines common to said 770.386 acre tract and said 615.92 acre tract, the following three (3) courses:

1. South 02 degrees 33 minutes 28 seconds East, a distance of 1,843.84 feet to an angle point at an easterly interior corner of the herein described tract;
2. North 87 degrees 51 minutes 42 seconds East, a distance of 484.20 feet to a 1/2-inch iron pipe found at an easterly corner of the herein described tract;
3. South 01 degrees 58 minutes 34 seconds East, a distance of 1,302.17 feet to an angle point at the southwest corner of said 615.92 acre tract, being the northwest corner of said 93.36 acre tract and marking a southeasterly corner of said 770.386 acre tract and the herein described tract;

THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the **POINT OF BEGINNING** and containing 273.364 acres (11,907,713 square feet) of land.

An Exhibit was prepared in conjunction with and accompanies this description.


Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



MILLER SURVEY | DCCM
Firm Registration No. 10047100
PH: (713) 413-1900
M&B No. 241334
Job No. 4697-MB
Dwg: 4697-EXH-1 (Alvin ETJ)
Date: September 12, 2024

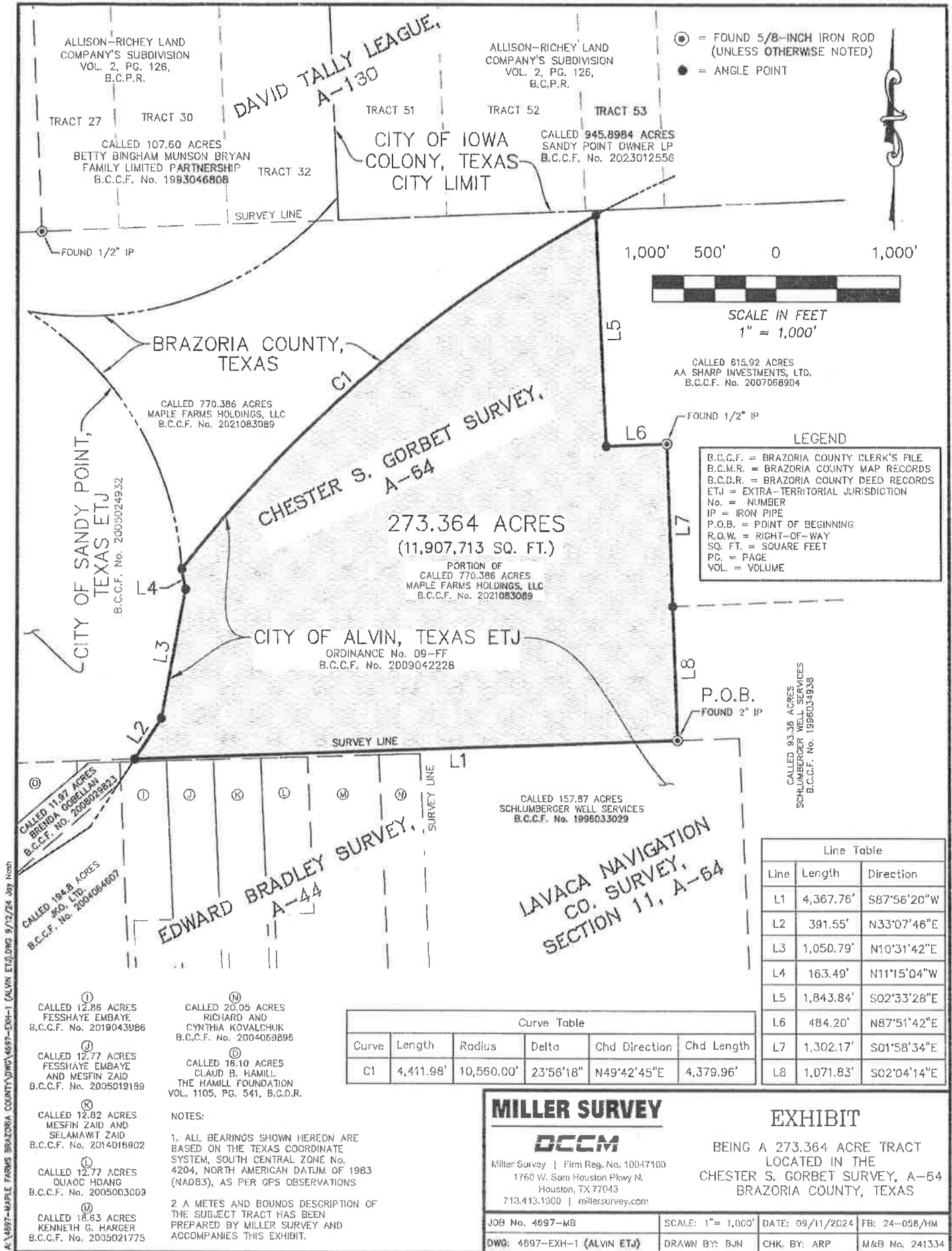


EXHIBIT C
BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER

Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

Ownership Certificate

Re: 273.364 acres, Abstract 24

Date: 09/25/2024

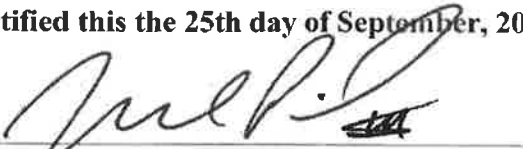
Certificate No. 0285

I, the undersigned, hereby certify that I have examined the 2024 appraisal roll of Brazoria County Appraisal District as of September 25, 2024, for the land described in the legal description attached, the described property is listed in the name(s) of:

<u>Owner:</u>	<u>Account Number:</u>	<u>Market Value:</u>	<u>Appraised Value:</u>
MAPLE FARMS HOLDINGS LLC	0064-0023-000*	\$1,586,290	\$223,770
MAPLE FARMS HOLDING LLC	0064-1022-000*	\$425,600	\$59,280

***Partial**

Certified this the 25th day of September, 2024


Marcel Pierel III
Chief Appraiser

Certificate Cost: \$10.00

Cert 0285

Requested by: Ashley Ramos

Organization: ABHR

County: Brazoria
Project: Maple Farms
M&B No.: 241334
Job Number: 4697-MB

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THENCE, with the line common to said 770.386 acre tract and said 157.87 acre tract, South 87 degrees 56 minutes 20 seconds West, a distance of 4,367.76 feet to an angle point on the westerly line of the City of Alvin, Texas ETJ as per Ordinance No. 09-FF, recorded in B.C.C.F. No. 2009042228, being on the easterly line of the City of Sandy Point, Texas ETJ recorded in B.C.C.F. No. 2005024932 and marking the southwest corner of the herein described tract;

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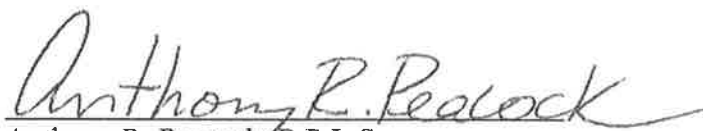
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THENCE, with the line common to said 770.386 acre tract and said 93.36 acre tract, South 02 degrees 04 minutes 14 seconds East, a distance of 1,071.83 feet to the **POINT OF BEGINNING** and containing 273.364 acres (11,907,713 square feet) of land.

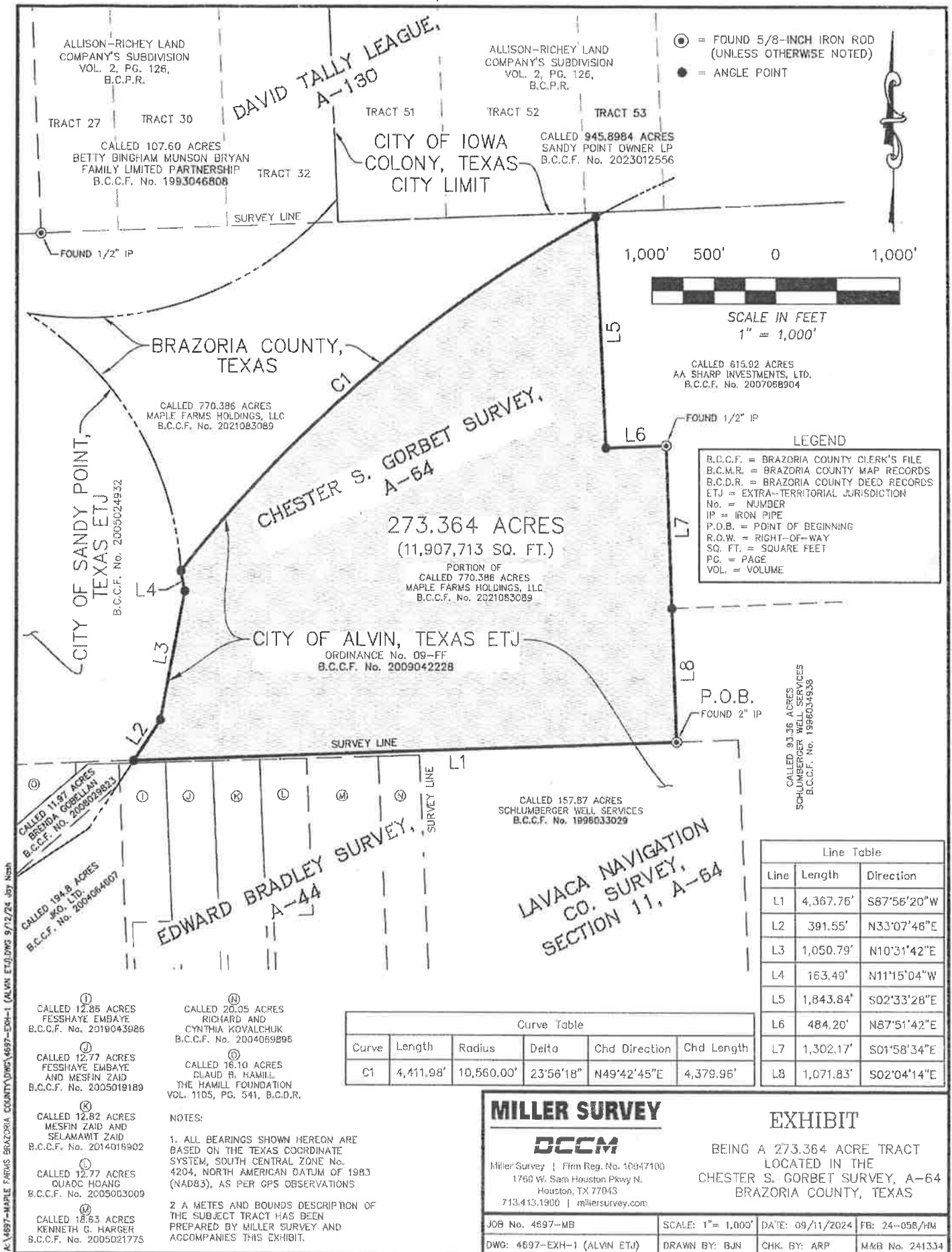
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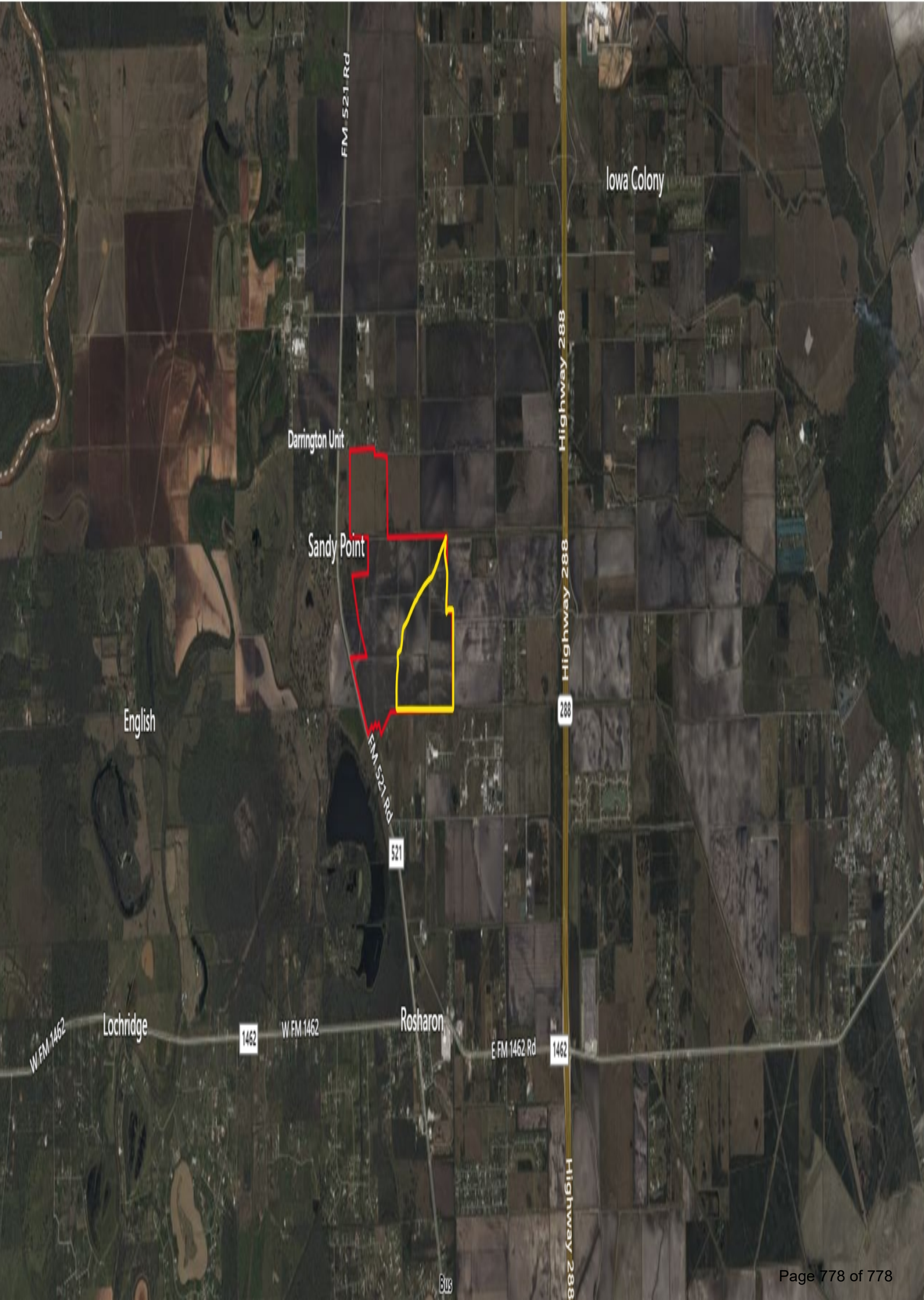


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M&B No. 241334
Job No. 4697-MB
Dwg: 4697-EXH-1 (Alvin ETJ)
Date: September 12, 2024





FM 521 Rd

Iowa Colony

Darrington Unit

Sandy Point

English

Lochrige

Rosharon

Highway 288

288

Highway 288

1462

W FM 1462

E FM 1462 Rd

1462

521

Bus