City of West University Place

A Neighborhood City

CITY COUNCIL
Susan Sample, Mayor
John Montgomery, Mayor Pro Tem
Shannon Carroll, Councilmember
Clay Brett, Councilmember
Matt Hart, Councilmember

STAFF
David Beach, City Manager
Loren Smith, Olson & Olson, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a meeting of the West University Place City Council to be held on **January 13, 2025,** beginning at **5:45 p.m.** in the **Municipal Building, located at 3800 University Boulevard**, for the purpose of considering the agenda of items listed.

Orden del día de la reunión del Concejo Municipal

Por la presente se da aviso de una reunión del Concejo Municipal de West University Place que se llevará a cabo el **13 de enero de 2025**, a partir de las **5:45 p.m**. en **el Edificio Municipal, ubicado en 3800 University Boulevard**, con el propósito de considerar la agenda de los puntos enumerados.

市議會會議議程

特此通知，West University Place 市議會將於 **2025 年 1 月 13 日下午 5：45** 在位於**3800 University Boulevard**號的市政大樓舉行會議，以審議所列項目的議程。

Nghị Trình Cuộc Họp Hội Đồng Thành Phố

Thông báo được đưa ra về cuộc họp của Hội đồng Thành phố West University Place sẽ được tổ chức vào **ngày 13 tháng Một, 2025**, bắt đầu lúc **5:45 chiều** tại **Tòa nhà Thành phố, địa chỉ 3800 University Boulevard,** nhằm xem xét chương trình nghị sự với các mục đã liệt kê.

Residents can attend in-person, by telephone, or via Zoom. **Be advised that residents attending via Zoom will have only the ability to listen to the meeting.**

To attend the meeting via telephonic means, please call 346-248-7799 or you can join at https://us02web.zoom.us/j/82563787281. The Meeting ID Number is 825 6378 7281. Should you have difficulty entering the meeting or need assistance during the meeting, email westuzoom@westutx.gov.

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and, if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The agenda packet is accessible to the public on the City's website.

Violation of the rules of procedure does not invalidate an action unless a point of order is raised before the end of the next regular meeting.

SPECIAL MEETING (5:45 PM)

1. **Call Meeting to Order**

2. **Recess Special Meeting and Convene Executive Session**
   City Council will recess to convene an executive session to (1) deliberate the purchase, exchange, lease, or value of real property in accordance with Section 551.072 of the Texas Government Code; and (2) receive advice from city attorney about pending or contemplated litigation in accordance with Section 551.071 of the Texas Government Code.

3. **Adjourn Executive Session and Reconvene Special Meeting**
   Matters related to any action resulting from Executive Session deliberations.

4. **Adjourn (or Recess) Special Meeting and Reconvene Regular Meeting**
   If necessary, City Council will recess the special meeting and will reconvene at the end of the regular meeting.

REGULAR MEETING (6:30 PM)

5. **Call Meeting to Order**

6. **Pledge of Allegiance**

7. **Public Comments**
   This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items. Speakers are required to register in advance and must limit their presentations to three minutes each. If the topic the speaker wishes to address is on the agenda, the speaker may either speak at this time or defer his/her comments until such time the matter is discussed.

8. **Ordering the 2025 General Election & 2025 Special Election**
   Matters related to (1) adopting an ordinance calling for the May 3, 2025, General Election; and (2) adopting an ordinance calling for the May 3, 2025, Special Election. *Recommended Action: (1) Adopt ordinance ordering the May 3, 2025, General Election, and (2) Adopt ordinance calling for the May 3, 2025, Special Election*. **Ms. Thelma Gilliam, City Secretary** [See Agenda Memo 8]

   Ordenar las Elecciones Generales de 2025 y las Elecciones Especiales de 2025
   Asuntos relacionados con (1) la adopción de una ordenanza que convoque a las elecciones generales del 3 de mayo de 2025; y (2) la adopción de una ordenanza que convoque a la Elección Especial del 3 de mayo de 2025. Acción recomendada: (1) Adoptar una ordenanza que ordene las elecciones generales del 3 de mayo de 2025, y (2) Adoptar una ordenanza que convoque a las elecciones especiales del 3 de mayo de 2025. Sra. **Thelma Gilliam**, Secretaria de la Ciudad [Ver Memorándum de la Agenda 8]

   責令 2025 年大選和 2025 年補選
   涉及的事項：（1） 通過一項要求在 2025 年 5 月 3 日舉行大選的條例;（2） 通過一項要求在 2025 年 5 月 3 日舉行補選的條例。建議採取的行動：（1） 通過要求在 2025 年 5 月 3 日舉行大選的條例，以及（2） 通過要求在 2025 年 5 月 3 日舉行補選的條例。市祕書 Thelma Gilliam 女士 [見議程備忘錄 8]

   Lệnh Yêu Cầu Tổ Chức Cuộc Tổng Tuyển Cử năm 2025 & Cuộc Bầu Cử Đặc Biệt năm 2025
   Các vấn đề liên quan đến (1) việc thông qua một sắc lệnh kêu gọi tổ chức Cuộc Tổng Tuyển Cử vào ngày 3 tháng Năm, 2025; và (2) việc thông qua một sắc lệnh kêu gọi tổ chức Cuộc bầu cử Đặc biệt vào ngày 3 tháng Năm, 2025. *Đề Xuất Hành Động: (1) Thông qua sắc lệnh ấn định cuộc Tổng tuyển cử vào ngày 3 tháng Năm, 2025, và (2) Thông qua sắc lệnh kêu gọi tổ chức cuộc Bầu cử Đặc biệt vào ngày 3 tháng Năm, 2025.* **Bà Thelma Gilliam, Thư ký Thành phố** [Xem Bản ghi nhớ Chương trình Nghị sự số 8]

9. **Acting City Secretary Appointment**
   Matters related to appointing the Acting City Secretary. Recommendation Action: Adopt the resolution appointing Austin Bishop to serve as Acting City Secretary. **Mr. Dave Beach, City Manager**. [See Agenda Memo 9]

10. **Public Works Facility Construction Award**
    Matters related to a bid award for the construction of Phase I of the Facilities Master Plan – Public Works Facility. Recommended Action: Award the base bid in the amount of $10,877,777, plus Alternate 1 in the amount of $167,777 for a total contract amount of $11,045,554 to Tegrity Contractors Inc. to construct the new Public Works Facility and authorize the City Manager to execute the contract. **Mr. Austin Bishop, Asst. To the City Manager.** [See Agenda Memo 10]

11. **Bellaire Elevated Storage Tank (EST) Evaluation Update**
    Matters related to an update on the Bellaire Elevated Storage Tank Evaluation. *Recommended Action: Discuss and provide feedback*. **Mr. Brett Cast, Asst. Public Works Director**. [See Agenda Memo 11]

12. **Water System Improvement Projects Update**
    Matters related to an update to projects regarding the City's Water System, including the Milton Water Plant, Wakeforest Water Plant, Wakeforest Distribution Line, New Water Well, and Ground Storage Tanks along Milton Street. *Recommended Action: Discuss and provide feedback***. Mr. Brett Cast, Asst. Public Works Director**. [See Agenda Memo 12]

13. ***Consent Agenda***
    All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed from the Consent Agenda and be considered in its normal sequence on the agenda.

    A. **Legal Services for Court Collections Contract**
       Matters related to adopting a resolution regarding Linebarger, Goggan, Blair & Sampson, LLP being fully qualified as a special council to perform all legal services pursuant to Section 2254.1036 of the Texas Government Code and approving said contract with Linebarger and authorizing the City Manager to execute all instruments necessary to execute the contract with Linebarger. Recommended action: (1) Adopt Resolution, (2) Approve the Contract with Linebarger, and (3) authorize the city manager to execute all instruments necessary to execute the contract. **Ms. Marie Kalka, Finance Director**. [See agenda Memo 13A]

    B. **Monthly Financial Report**
       Matters related to the October 2024 Monthly Financial Report. Recommended Action: Receive the City's October 2024 Monthly Financial Report. Ms. Marie Kalka, Finance Director [see Agenda Memo 13B]

    C. **City Council Meeting Minutes**
       Matters related to approving the City Council Minutes of November 11, 2024. *Recommended Action: Approve Minutes of December 9, 2024.* ***Mr. Austin Bishop, Assistant to the City Manager.*** [See Agenda Memo 13C]

14. **Recess Regular Meeting and Convene Executive Session**
    City Council will recess to convene an executive session to (1) deliberate the employment, evaluation and duties of a public officer or employee, to wit: Police Chief.

15. **Adjourn Executive Session and Reconvene Regular Meeting**
    Matters related to any action resulting from Executive Session deliberations.

16. **Adjourn Meeting**

In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheelchair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.

I certify that this notice and agenda of items to be considered by the West University Place City Council on January 13, 2025, was posted on the Municipal Building bulletin board on January 10, 2025, at approximately 8:10 p.m.

Attest: Austin Bishop

Austin Bishop, Asst. To the City manager

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of West University Place Council will be held on January 13, 2025 at 6:15 PM for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in Tx Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid fines, fees and court costs owed to the City of West University Place to be collected in the most effective manner. The City of West University Place desires that such unpaid fines, fees and court costs be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City of West University Place does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented the City of West University Place in the past with competence and professionalism, in the collection of unpaid fines, fees and court costs beginning on February 2016.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City of West University Place due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in- house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in Tx Code of Criminal Procedure Art. 103.0031. This Article specifically provides for an additional collection fee in the amount of 30 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City of West University Place.

Entering into the proposed agreement is in the best interests of the residents of the City of West University Place because the unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	8
Approved by City Manager	Yes	**Presenter(s)**	D. Beach, City Manager
Reviewed by City Attorney	Yes	**Department**	Administration
Subject	Ordinances Calling for the 2025 General and Special Elections		
Attachments	1. General Election Ordinance 2. Special Election Ordinance (with Charter Amendments)		
Financial Information	Expenditure Required:		$45,000
	Amount Budgeted:		$45,000
	Account Number:		101-1010-75006
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

The City Council will consider an ordinance to conduct a general election on May 3, 2025, for the purpose of electing a mayor and four councilmembers.

The City Council will also consider an ordinance to conduct a special election on May 3, 2025, for the purpose of considering the proposed Charter Review Committee recommendations.

The Charter Review Committee recommended that City Council also consider approving an ordinance authorizing a special election on May 3, 2025, relating to amendments to the City's charter. The committee's revised recommendations as outlined in the special election ordinance were presented to City Council at the December 9, 2024, meeting. The City Council requested that staff return with an ordinance for Council's full consideration to be placed on the ballot for special election in May 2025.

The county will conduct the election and an agreement is forthcoming.

Recommended Action

Staff recommends that City Council consider the following actions:

1. Adopt the ordinance calling the General Election on May 3, 2025, on the first of two readings,

and

2. Adopt the ordinance calling the Special Election on May 3, 2025, on the first of two readings.

City of West University Place
Harris County, Texas

Ordinance No. XXXX

AN ORDINANCE OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A MAYOR AND FOUR (4) COUNCIL MEMBERS TO BE HELD ON MAY 3, 2025; PROVIDING FOR EARLY VOTING AND THE CONDUCT OF THE ELECTION; AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THE ELECTION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:

SECTION 1. *Election Called*. A general election is hereby ordered to be held on May 3, 2025 ("Election Day") from 7:00 a.m. to 7:00 p.m. for the purpose of electing a Mayor and four (4) Council Members for the City of West University Place, each for a two-year term, in conjunction with elections administered by Harris County, Texas ("County") for the City and other local entities. The polling locations shall be determined by the County.

SECTION 2. *Application for Place on Ballot*. Qualified persons may file as candidates for the General Election by filing an application for a place on the general election ballot with the City Secretary at City Hall during normal business hours and before 5:00 p.m. on Friday, February 14, 2025.

SECTION 3. *Conduct of the Election.*

(a) The Harris County Elections Administrator shall conduct and shall be the clerk for early voting of the election. The Presiding Judge, the Early Voting Ballot Board, the Tabulation Supervisor, the Central Station Counting Manager and other special officials required for the election shall be appointed by the County. The City Secretary shall serve as deputy early voting clerk. The election shall be conducted according to the Texas Election Code the City's Charter.

(b) The Hart Verity Duo System shall be used for regular voting on Election Day and for early voting by personal appearance. Paper ballots shall be used for voting by mail and such ballots shall be manually counted.

(c) The Mayor, the Mayor Pro Tem, the City Manager, the City Secretary, an Acting City Secretary, and the Assistant City Secretary, or any one of them, are authorized on behalf of the City Council to evidence adoption of this Ordinance and to do any and all other things legal and necessary in connection with the holding and consummation of such election and to give effect to the intent of this Ordinance.

SECTION 4. *Early Voting*.

(a) Early voting by personal appearance shall be conducted April 22 – April 26, 2025, at early voting polling locations and times designated by the County, in accordance with the provisions of the Texas Election Code. Visit www.harrisvotes.com/votinginfo or voters@harrisvotes.com for more details.

(b) Early voting by mail shall be conducted by making application for an early voting ballot with Harris County Clerk's Office Elections Department, P. O. Box 1148, Houston, Texas 77251-1148. If by common or contract carrier, send the application to the Harris County Clerk's

Office Elections Department, 1001 Preston, 4th Floor, Houston, Texas, 77002. Voters qualified to vote early by mail may begin applying for a ballot by mail on January 1, 2025. Applications for ballots by mail must be received by the Harris County Clerk's Office not later than the close of business on April 22, 2025, unless overseas or military voter deadlines apply. Voters can also fax the application to 713.755.4983 or send a scanned copy of the application as an attachment to vbm@harrisvotes.com by the mail ballot deadline, but the original application must be received by the election's office within four (4) business days of your fax or email.

SECTION 5. *Notice.*

(a) The form of the notice prescribed by the Texas Secretary of State's Office shall serve as proper notice of said election. The City Secretary is directed to publish notice of the election, including any translations required by law, in the City's official newspaper and to post notice of the election at City Hall as required by Section 4.003 of the Texas Election Code.

(b) The City Secretary is directed to deliver to the County Elections Administrator and Voter Registrar a copy of this Ordinance not later than sixty days before Election Day.

SECTION 6. *Effective Date*. This ordinance shall take effect immediately upon passage.

PASSED AND APPROVED ON THE **FIRST OF TWO READINGS**, this the _____ day of _____, 2025.

PASSED AND APPROVED ON THE **SECOND OF TWO READINGS**, this the _____ day of _____, 2025.

CITY OF WEST UNIVERSITY PLACE

(SEAL)

_____
Susan V. Sample
Mayor

ATTEST:

_____
Thelma A. Gilliam
City Secretary

RECOMMENDED:

_____
David J. Beach
City Manager

REVIEWED:

_____
Loren Smith, Olson and Olson, LLP
City Attorney

Ciudad de West University Place
Condado de Harris, Texas

Ordenanza Nro. XXXX

UNA ORDENANZA DE LA CIUDAD DE WEST UNIVERSITY PLACE, TEXAS, PARA CONVOCAR UNA ELECCIÓN GENERAL PARA EL PROPÓSITO DE ELEGIR UN ALCALDE Y CUATRO (4) CONCEJALES, QUE SE CELEBRARÁ EL 3 DE MAYO DE 2025; DISPONER LA VOTACIÓN ANTICIPADA Y LA CELEBRACIÓN DE LA ELECCIÓN; E INCLUIR HALLAZGOS Y DISPOSICIONES VINCULADAS CON LA ELECCIÓN.

EL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST UNIVERSITY PLACE, TEXAS, ORDENA QUE:

SECCIÓN 1. *Elección convocada.* Por la presente, se ordena que se celebrará una elección general el 3 de mayo de 2025 ("Día de Elección") desde las 7:00 a. m. hasta las 7:00 p. m. para el propósito de elegir un alcalde y cuatro (4) concejales para la Ciudad de West University Place, cada uno para un término de dos años, en conjunto con las elecciones administradas por el Condado de Harris, Texas ("Condado") para la Ciudad y otras entidades locales. El Condado determinará los lugares de votación.

SECCIÓN 2. *Solicitud de lugar en la boleta.* Personas habilitadas pueden solicitar ser candidatas para la Elección General mediante la presentación de una solicitud para un lugar en la boleta de la elección general ante la Secretaria de la Ciudad en la Alcaldía durante el horario normal de atención y antes de las 5:00 p. m. del viernes 14 de febrero de 2025.

SECCIÓN 3. *Celebración de la Elección.*

(a) El Administrador de Elecciones del Condado de Harris organizará la votación anticipada de la elección y será el oficial de votación anticipada de la elección. El Condado designará al juez presidente, a la junta de boletas de votación anticipada, al supervisor de tabulación, al administrador de la estación central de conteo y a otros funcionarios especiales requeridos para la elección. La Secretaria de la Ciudad actuará como suboficial de votación anticipada. La elección se celebrará de acuerdo con el Código Electoral de Texas y la Carta Orgánica de la Ciudad.

(b) El sistema de votación Verity Duo de Hart se utilizará para la votación regular el Día de Elección y para la votación anticipada en persona. Las boletas de votación de papel se usarán para votar por correo y dichas boletas de votación se contarán manualmente.

(c) El alcalde, el alcalde *pro tempore*, el administrador de la ciudad, el secretario de la ciudad, un secretario de la ciudad interino y el subsecretario de la ciudad, o cualquiera de ellos, están autorizados en representación del Consejo Municipal a dejar constancia de la adopción de esta Ordenanza y a efectuar cualquier otro trámite legal y necesario relativo a la celebración y al cumplimiento de dicha elección y para satisfacer la intención de esta Ordenanza.

SECCIÓN 4. *Votación anticipada.*

(a) La votación anticipada en persona se celebrará del 22 de abril al 26 de abril de 2025 en los lugares y horarios de votación anticipada designados por el Condado, de acuerdo con las disposiciones del Código Electoral de Texas. Visite www.harrisvotes.com/votinginfo o voters@harrisvotes.com si desea conocer más detalles.

(b) La votación anticipada por correo postal se efectuará mediante la solicitud de una boleta de votación anticipada al Harris County Clerk's Office Elections Department, P. O. Box 1148, Houston, Texas 77251-1148. Si el envío es a través de un transportista común o contratado, envíe la solicitud al Harris County Clerk's Office Elections Department, 1001 Preston, 4th Floor, Houston, Texas, 77002. Los votantes habilitados para la votación anticipada por correo postal pueden empezar a solicitar una boleta el 1 de enero de 2025. Las solicitudes de boletas de voto postal deben ser recibidas por la Oficina de la Secretaria del Condado de Harris a más tardar al cierre del horario de atención del 22 de abril de 2025, a menos que se apliquen fechas límites para votantes militares o en el extranjero. Los votantes también pueden enviar por fax la solicitud al 713.755.4983 o enviar una copia escaneada de la solicitud como un documento adjunto a vbm@harrisvotes.com antes de la fecha de solicitud de boleta postal, pero la solicitud original debe ser recibida por la oficina electoral dentro de los cuatro (4) días laborables posteriores al envío de su fax o correo electrónico.

SECCIÓN 5. *Aviso.*

(a) La forma del aviso prescrita por la Secretaría de Estado de Texas servirá como aviso apropiado de la mencionada elección. Se instruye a la Secretaria de la Ciudad a que publique el aviso de la elección, incluida cualquier traducción requerida por ley, en el periódico oficial de la Ciudad y a que coloque el aviso de la elección en la Alcaldía conforme lo requiere la sección 4.003 del Código Electoral de Texas.

(b) Se instruye a la Secretaria de la Ciudad a que entregue una copia de esta Ordenanza al Administrador de Elecciones y Registrador de Votantes del Condado a más tardar sesenta días antes del Día de Elección.

SECCIÓN 6. *Fecha de entrada en vigencia.* Esta ordenanza entrará en vigencia inmediatamente después de su aprobación.

ACEPTADA Y APROBADA EN LA **PRIMERA DE DOS LECTURAS** a los _____ días del mes de _____ de 2025.

ACEPTADA Y APROBADA EN LA **SEGUNDA DE DOS LECTURAS** a los _____ días del mes de _____ de 2025.

CIUDAD DE WEST UNIVERSITY PLACE

(SELLO)

_____
Susan V. Sample
Alcalde

ATESTIGUA:

_____
Thelma A. Gilliam
Secretaria de la Ciudad

RECOMENDADO:

_____
David J. Beach
Administrador de la Ciudad

REVISADO:

_____
Loren Smith, Olson and Olson, LLP
Abogada de la Ciudad

West University Place市
Texas州Harris縣

第XXXX號法令

TEXAS州WEST UNIVERSITY PLACE市的一項法令，旨在召集將於2025年5月3日舉行的普通選舉，籍此選出市長和四(4)名市議員；規定提前投票和選舉的進行方式；並包含與選舉相關的認定和條款。

TEXAS州WEST UNIVERSITY PLACE市市議會頒令如下：

第1節。*召集的選舉。*現下令於2025年5月3日（下稱「選舉」）上午7:00至晚上7:00，舉行普通選舉，籍此選出West University Place市的市長及四(4)名市議員，每位任期兩年，屆時還將舉行由Texas州Harris縣（下稱「該縣」）為本市和其他地方實體管理的選舉。 投票地點由該縣確定。

第2節。*選票席位申請。*合資格人士可於2025年2月14日（週五）下午5:00前，在市政廳辦公時間內，通過向市秘書長提交普通選舉之選票席位申請，登記成為普通選舉候選人。

第3節。*選舉的執行。*

(a) Harris縣選舉行政官將負責執行選舉，並擔任該選舉的提前投票書記官。選舉的首席法官、提前投票選票委員會、統計監督、中央計票站經理及選舉所需的其他專門官員將由該縣任命。市秘書長將擔任副提前投票書記官。選舉將依據Texas州選舉法及市憲章進行。

(b) 將使用Hart Verity Duo系統進行選舉日的常規投票及親自出席提前投票。郵寄投票將使用紙質選票，並由人工計票。

(c) 市長、臨時市長、市政官、市秘書長、代理市秘書長以及助理市秘書長，或其中任何一位，均有權代表市議會證明本法令之採納，並進行與選舉舉行及完成有關的所有合法和必要的事項，以達成本法令的意圖。

第4節。*提前投票。*

(a) 親自出席提前投票將於2025年4月22日至4月26日進行，投票地點和時間將由該縣確定，並依照Texas州選舉法的條款進行。欲了解更多詳細資訊，請造訪www.harrisvotes.com/votinginfo或聯繫voters@harrisvotes.com。

(b) 如需以郵寄方式進行提前投票，請向Harris County Clerk’s Office Elections Department, P. O. Box 1148, Houston, Texas 77251-1148申請提前投票選票。如使用普通速遞或合約速遞，應將申請寄送至Harris County Clerk’s Office Elections Department, 1001 Preston, 4th Floor, Houston, Texas, 77002。有資格通過郵遞方式提前投票的選民可自2025年1月1日起申請郵遞選票。郵遞選票申請必須在2025年4月22日辦公結束前送達Harris縣行政書記官辦公室，除非適用海外或軍事選民的殊截止日期。選民也可以將申請傳真至713.755.4983或將申請的掃描件作為附件發送至vbm@harrisvotes.com（郵寄選票截止日期前），但申請原件須在傳真或電子郵件後四(4)個工作日內送達選舉辦公室。

第5節。*通知*。

按Texas州州務卿辦公室規定的形式發出通知，即視為已就本選舉送達適當通知。現指示市秘書長在市政府的官方報紙上發布選舉通知，並根據Texas州選舉法第4.003節要求在市政廳張貼選舉通知。

(b) 現指示市秘書長將本法令的副本遞交給該縣選舉行政官和選民登記官，遞交時間不得晚於選舉日前六十天。

第6節。*生效日期*。本法令經通過後立即生效。

經兩次宣讀中的首次宣讀，於2025年_____月_____日獲通過和批准。

經兩次宣讀中的第二次宣讀，於2025年_____月_____日獲通過和批准。

WEST UNIVERSITY PLACE市

（印鑑）

_____
Susan V. Sample
市長

見證：

_____
Thelma A. Gilliam
市秘書長

推薦：

_____
David J. Beach
市政官

複核：

_____
Loren Smith, Olson and Olson, LLP
市法律顧問

City of West University Place
Quận Harris, Texas

Sắc Lệnh số XXXX

MỘT SẮC LỆNH CỦA CITY OF WEST UNIVERSITY PLACE, TEXAS, YÊU CẦU TỔ CHỨC MỘT CUỘC TỔNG TUYỂN CỬ VỚI MỤC ĐÍCH BẦU CHỌN MỘT THỊ TRƯỞNG VÀ BỐN (4) THÀNH VIÊN HỘI ĐỒNG SẼ ĐƯỢC TỔ CHỨC VÀO NGÀY 3 THÁNG 5 NĂM 2025; QUY ĐỊNH VIỆC BỎ PHIẾU SỚM VÀ TIẾN HÀNH CUỘC BẦU CỬ; VÀ CÓ CÁC KẾT LUẬN TÌM HIỂU VÀ QUY ĐỊNH LIÊN QUAN ĐẾN CUỘC BẦU CỬ.

HỘI ĐỒNG THÀNH PHỐ CỦA CITY OF WEST UNIVERSITY PLACE, TEXAS, RA LỆNH NHƯ SAU:

MỤC 1. *Cuộc Bầu Cử Được Yêu Cầu Tổ Chức*. Một cuộc tổng tuyển cử theo đây được lệnh tổ chức vào ngày 3 tháng 5 năm 2025 ("Ngày Bầu cử") từ 7:00 sáng đến 7:00 tối với mục đích bầu chọn một Thị trưởng và bốn (4) Thành viên Hội đồng cho City of West University Place, mỗi người có nhiệm kỳ hai năm, kết hợp với các cuộc bầu cử do Quận Harris, Texas ("Quận") tổ chức cho Thành phố và các tổ chức địa phương khác. Các địa điểm bỏ phiếu sẽ do Quận quyết định. www.HarrisVotes.com.

MỤC 2. *Đơn Xin Ghi Tên Tranh Cử Trên Lá Phiếu.* Những người đủ điều kiện có thể nộp đơn ứng cử cho Cuộc Tổng Tuyển Cử bằng cách nộp đơn xin ghi tên trên lá phiếu của cuộc tổng tuyển cử cho Thư ký Thành phố tại Tòa Thị Chính trong giờ làm việc bình thường và trước 5:00 chiều thứ Sáu, ngày 14 tháng 2 năm 2025.

MỤC 3. *Tiến Hành Cuộc Bầu Cử.*

(a) Quản Trị Viên Bầu Cử của Quận Harris sẽ tiến hành và sẽ là thư ký phụ trách bỏ phiếu sớm của cuộc bầu cử. Thẩm phán Chủ tọa, Ban Bỏ Phiếu Sớm, Giám sát Kiểm phiếu, Trưởng Ban Kiểm Phiếu Trung Tâm và các viên chức đặc biệt khác cần thiết cho cuộc bầu cử sẽ do Quận bổ nhiệm. Thư ký Thành phố sẽ giữ chức phó thư ký phụ trách bỏ phiếu sớm. Cuộc bầu cử sẽ được tiến hành theo Bộ luật Bầu cử Texas và Hiến chương Thành phố.

(b) Hệ thống Hart Verity Duo sẽ được sử dụng cho việc bỏ phiếu thông thường vào Ngày Bầu cử và bỏ phiếu sớm bằng cách đích thân đến bỏ phiếu. Lá phiếu giấy sẽ được sử dụng cho thủ tục bỏ phiếu qua thư và các lá phiếu đó sẽ được kiểm đếm thủ công.

(c) Thị trưởng, Thị trưởng Tạm quyền, Quản lý thành phố, Thư ký Thành phố, Quyền Thư ký Thành phố và Phó Thư ký Thành phố, hoặc bất kỳ ai trong số họ, được ủy quyền thay mặt Hội đồng Thành phố chứng kiến việc thông qua Sắc lệnh này và thực hiện bất kỳ và tất cả các bước thủ tục hợp pháp và cần thiết khác liên quan đến việc tổ chức và hoàn tất cuộc bầu cử đó và để thực hiện ý định của Sắc lệnh này.

MỤC 4. *Bỏ Phiếu Sớm.*

(a) Thủ tục đích thân đến bỏ phiếu sớm sẽ được tiến hành từ ngày 22 tháng 4 đến ngày 26 tháng 4 năm 2025, tại các địa điểm bỏ phiếu sớm và thời gian do Quận quy định, theo các điều khoản của Bộ luật Bầu cử Texas. Truy cập vào trang www.harrisvotes.com/votinginfo hoặc voters@harrisvotes.com để biết thêm thông tin.

(b) Cử tri có thể bỏ phiếu sớm qua thư bằng cách gửi đơn xin lá phiếu bầu sớm tới cho Harris County Clerk's Office Elections Department, P. O. Box 1148, Houston, Texas 77251-1148. Nếu gửi qua hãng đưa thư thông dụng hoặc hãng đưa thư theo hợp đồng, gửi đơn xin tới:Harris County Clerk's Office Elections Department, 1001 Preston, 4th Floor, Houston, Texas, 77002. Các cử tri hội đủ điều kiện bỏ phiếu sớm bằng thư có thể bắt đầu nộp đơn xin lá phiếu bầu bằng thư vào ngày 1 tháng Một, 2025. Đơn xin lá phiếu bầu bằng thư phải đến tay Văn Phòng Thư Ký quận Harris trễ nhất là cuối giờ làm việc ngày 22 tháng Tư, 2025, trừ khi các thời hạn cho cử tri ở nước ngoài hoặc trong quân đội áp dụng. Người bỏ phiếu cũng có thể fax đơn đăng ký đến số 713.755.4983 hoặc gửi bản sao đã chụp quét của đơn đăng ký dưới dạng tệp đính kèm đến vbm@harrisvotes.com trước thời hạn bỏ phiếu bằng thư, nhưng bản gốc của đơn đăng ký phải tới tay văn phòng bầu cử trong vòng bốn (4) ngày làm việc kể từ khi quý vị gửi fax hoặc email.

MỤC 5. *Thông báo.*

(a) Hình thức thông báo do Văn phòng Tổng trưởng Tiểu Bang Texas quy định sẽ được coi là thông báo chính thức về cuộc bầu cử nói trên. Thư ký Thành phố được chỉ thị đăng thông báo về cuộc bầu cử, bao gồm mọi bản dịch theo yêu cầu của luật, trên tờ báo chính thức của Thành phố và niêm yết thông báo về cuộc bầu cử tại Tòa Thị chính theo yêu cầu của Mục 4.003 của Bộ luật Bầu cử Texas.

(b) Thư ký Thành phố được chỉ thị gửi cho Quản trị viên Bầu cử Quận và Văn phòng Ghi danh Cử tri một bản sao của Sắc lệnh này treex nhất là sáu mươi ngày trước Ngày Bầu cử.

MỤC 6. *Ngày Có Hiệu Lực.* Sắc lệnh này sẽ bắt đầu có hiệu lực ngay sau khi được thông qua.

ĐƯỢC THÔNG QUA VÀ PHÊ CHUẨN **VÀO LẦN ĐỌC ĐẦU TIÊN TRONG SỐ HAI LẦN ĐỌC,** ngày _____ tháng _____, 2025.

ĐƯỢC THÔNG QUA VÀ PHÊ CHUẨN **VÀO LẦN ĐỌC THỨ HAI TRONG SỐ HAI LẦN ĐỌC,** ngày _____ tháng _____, 2025.

CITY OF WEST UNIVERSITY PLACE

(ĐÓNG DẤU)

_____
Susan V. Sample
Thị Trưởng

CHỨNG THỰC:

_____
Thelma A. Gilliam
Thư Ký Thành Phố

NGƯỜI KHUYẾN NGHỊ:

_____
David J. Beach
Quản Lý Thành Phố

NGƯỜI DUYỆT XÉT:

_____
Loren Smith, Olson and Olson, LLP
Luật Sư Thành Phố

City of West University Place
Harris County, Texas

ORDINANCE NO. XXXX-XX

AN ORDINANCE OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS CALLING A SPECIAL ELECTION TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS PROPOSITIONS TO AMEND THE CITY OF WEST UNIVERSITY PLACE CHARTER REGARDING: (A) AMENDING SECTIONS 2.09 OF THE CITY OF WEST UNIVERSITY PLACE CHARTER PROVIDING FOR THE REDUCTION OF REQUIRED REGULAR MEETINGS OF THE CITY COUNCIL TO ONE REGULAR MEETING EACH MONTH; (B) AMENDING SECTION 2.12 AND 2.13 OF THE CITY CHARTER PROVIDING FOR THE REMOVAL OF THE REQUIREMENT FOR AN OFFICIAL NEWSPAPER, INSTEAD, PROVIDING FOR THE USE OF A NEWSPAPER IN GENERAL CIRCULATION WITHIN THE CITY; AND (C) AMENDING SECTION 6.02 AND 6.03 OF THE CITY CHARTER PROVIDING FOR THE CITY COUNCIL DIRECTLY APPOINTING AND MANAGING THE CITY SECRETARY; PROVIDING FOR CONDUCT OF THE ELECTION; PROVIDING FOR NOTICES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING AN EFFECTIVE DATE.

* * * * * *

WHEREAS, the City Council (the "Council") of the City of West University Place, Texas (the "City") desires to order a special election to submit proposed amendments to the City Charter to the voters in accordance with Section 9.004 of the Texas Local Government Code; and

WHEREAS, Section 3.005 of the Texas Election Code requires that special elections be ordered not later than the 78th day before the date of the election;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSIT PLACE, TEXAS, THAT:

Section 1. The findings contained in the preamble of this Ordinance are hereby found to be true and correct and are hereby adopted as part of the Ordinance.

Section 2. In accordance with the general laws and the Constitution of the State of Texas, a Special Municipal Election is hereby called and ordered for Saturday, May 3, 2025, at which the election of the following propositions for proposed amendments to the City Charter of the City of West University Place shall be submitted to the qualified voters of the City for their action thereon. The proposed amendments to the Charter are set forth below, a separate number begin assigned to each subject on which an amendment is proposed for convenience in reference. In the election, the registered voters of the City shall decide by voting "Yes" or "No" whether they are in favor of the following propositions:

Proposition A

Amending Sections 2.09 of the City of West University Place Charter providing for the reduction of required regular meetings of the City Council to one regular meeting each month.

SHALL THE CITY OF WEST UNIVERSITY PLACE CHARTER BE AMENDED BY AMENDING SECTION 2.09, MEETINGS OF COUNCIL, OF ARTICLE II, CITY COUNCIL, BY CHANGING THE NUMBER OF REQUIRED REGULAR CITY COUNCIL MEETINGS PER MONTH FROM TWO TO ONE AND RETAINING THE OPTION FOR COUNCIL TO HOLD A SECOND MEETING PER MONTH:

[ ] YES

[ ] NO

In the event of approval of this proposition, Section 2.09 of the City of West University Place Charter shall be amended to read as follows, with additions being underlined and deletions struck through:

"**SECTION 2.09. – Meetings of Council.**

a. The Council shall hold at least ~~two~~ one regular meetings each month at a time the Council shall designate. Based on the needs of the City, the Council may also hold a second regular meeting each month.
b. Regular meetings are Council meetings required to be held ~~semi-~~ monthly and designated as regular. All regular meetings shall be held within the City limits.
c. Special meetings may be called by the City Secretary at the request of the Mayor or two members of Council. The City Manager shall be notified of all special meetings. Special meetings may be held in the City or other places within Harris County.
d. All meetings of Council shall be open to the public except as authorized by law."

Proposition B

Amending Section 2.12 and 2.13 of the City Charter providing for the removal of the requirement for an official newspaper, instead, providing for the use of a newspaper in general circulation within the City.

SHALL THE CITY OF WEST UNIVERSITY PLACE CHARTER BE AMENDED BY AMENDING SECTION 2.12, PUBLICATION OF ORDINANCES, AND SECTION 2.13, CODE OF ORDINANCES, BY REMOVING THE REQUIREMENT FOR AN OFFICIAL PAPER AND PROVIDING FOR PUBLICATION IN A NEWSPAPER IN GENERAL CIRCULATION WITHIN THE CITY?

[ ] YES

[ ] NO

In the event of approval of this proposition, the following Sections shall be amended to read as follows, with additions being underlined and deletions struck through:

"**SECTION 2.12 – Publication of Ordinances.**

Except as otherwise provided by law or this Charter, the City Secretary shall give notice of enactment of every ordinance imposing a criminal penalty for violation of its provisions, and notice of every other ordinance required by law or this Charter to be published, by having the ordinance, or its fully descriptive caption and penalty, published at least once in ~~the official newspaper of~~ a newspaper in general circulation within the City within ten days after final passage. The affidavit of publication, if signed by a representative of the newspaper, taken before any officer authorized to administer oaths, and filed with the City Secretary, shall be conclusive proof of the legal publication and promulgation of the ordinance in all courts. The ordinance shall take effect ten days after publication."

"SECTION 2.13. – Code of Ordinances.

The Council has the power to have ordinances of the City compiled and printed in code form. Every general ordinance enacted after that codification shall be enacted as an amendment to the Code. The Council may have ordinances recodified and reprinted when that is considered desirable. When adopted by the Council, the printed Code of General Ordinances shall be in full effect and publication of the Code in whole or part in ~~the official newspaper of~~ a newspaper in general circulation within the City shall not be necessary. The Code may omit descriptive clauses and other formal parts of ordinances without affecting the validity of the ordinances."

Proposition C

Amending Section 6.02 and 6.03 of the City Charter providing for the City Council directly appointing and managing the City Secretary.

SHALL THE CITY OF WEST UNIVERSITY PLACE CHARTER BE AMENDED BY AMENDING 6.02, CITY MANAGER: POWERS AND DUTIES, AND AMENDING 6.03, CITY SECRETARY, OF ARTICLE VI, ADMINISTARTIVE SERVICES, BY MOVING THE APPOINTMENT OF THE CITY SECRETARY FROM THE POWERS OF THE CITY MANAGER TO THE CITY COUNCIL?

[ ] YES

[ ] NO

In the event of approval of this proposition, Sections 6.02 and 6.03 of the City of West University Place Charter shall be amended to read as follows, with additions being underlined and deletions struck through:

"**SECTION 6.02. – City Manager: Powers and Duties.**

a. The City Manager shall be responsible to the Council for the efficient and economical administration of the City government. The City Manager shall have the authority, with approval of the City Council, to appoint all department heads ~~and the City Secretary~~. The City Manager shall have the authority, after consultation with the Council, to remove all department heads ~~and the City Secretary~~. Unless otherwise provided in this Charter, the City Manager shall also have the authority to appoint and remove all other employees of the City. The City Manager may authorize the head of any department to appoint and remove subordinates in that department. Except for the purpose of obtaining information, the Council and its members shall deal with employees through the City Manager.
b. The City Manager Shall:
    1) Prepare and submit annually to Council a budget and administer the budget after its adoption;
    2) Advise the Council of the financial condition and future financial needs of the City;
    3) Recommend to the Council the salaries to be paid to each appointed officer and employee of the City;
    4) Recommend to the Council in writing actions or policies the City Manager considers desirable;
    5) Attend all meetings of the Council with the right to take part in discussion but with no vote;
    6) Administer the enforcement of all City ordinances; and,
    7) Perform all other duties directed by the City Council and not inconsistent with this Charter."

"**SECTION 6.03. – City Secretary**

<u>The City Council shall appoint a City Secretary.</u> The City Secretary or an Assistant City Secretary shall give notice of Council meetings; shall keep the minutes of proceedings of Council meetings; shall authenticate by signature and record in full in a book kept and indexed for that purpose, all ordinances and resolutions; shall hold and maintain the City Seal, and affix the seal to all instruments requiring it; and shall perform other duties required by the Council, this Charter, or the laws of the State of Texas as an officer of the City."

Section 3. **Conduct of Election**. The Conduct of the Election, including administrator, presiding judge, software, polling locations, polling times, and early voting provisions shall be

done in accordance with Ordinance Number _____, an ordinance calling the General Election of the City of West University Place, Texas.

Section 4. **Notice**. Notice of this election shall be given in accordance with the provisions of the Texas Election Code and returns of such notice shall be made as provided for in said Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary after the closing of the polls.

Section 5. **Severability**. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

READ, PASSED AND APPROVED AS ON THE FIRST AND FINAL READING, this ____ day of _____, 2025.

CITY OF WEST UNIVERSITY PLACE

(SEAL)

_____
Susan V. Sample
Mayor

ATTEST:

_____
Thelma A. Gilliam
City Secretary

RECOMMENDED:

_____
David J. Beach
City Manager

REVIEWED:

_____
Loren Smith, Olson and Olson, LLP
City Attorney

Ciudad de West University Place
Condado de Harris, Texas

ORDENANZA NRO. XXXX-XX

UNA ORDENANZA DE LA CIUDAD DE WEST UNIVERSITY PLACE, TEXAS, PARA CONVOCAR UNA ELECCIÓN ESPECIAL QUE SE CELEBRARÁ EL 3 DE MAYO DE 2025 PARA EL PROPÓSITO DE PRESENTARLES A LOS VOTANTES PROPOSICIONES PARA ENMENDAR LA CARTA ORGÁNICA DE LA CIUDAD DE WEST UNIVERSITY PLACE RESPECTO DE: (A) ENMENDAR LAS SECCIONES 2.09 DE LA CARTA ORGÁNICA DE LA CIUDAD DE WEST UNIVERSITY PLACE PARA DISPONER LA REDUCCIÓN DE LAS ASAMBLEAS ORDINARIAS REQUERIDAS DEL CONSEJO MUNICIPAL A UNA ASAMBLEA ORDINARIA POR MES; (B) ENMENDAR LA SECCIÓN 2.12 Y 2.13 DE LA CARTA ORGÁNICA DE LA CIUDAD PARA DISPONER LA ELIMINACIÓN DEL REQUISITO DE UN PERIÓDICO OFICIAL, EN CAMBIO, DISPONER EL USO DE UN PERIÓDICO DE CIRCULACIÓN GENERAL DENTRO DE LA CIUDAD; Y (C) ENMENDAR LA SECCIÓN 6.02 Y 6.03 DE LA CARTA ORGÁNICA DE LA CIUDAD PARA DISPONER QUE EL CONSEJO MUNICIPAL DESIGNE Y GESTIONE DIRECTAMENTE AL SECRETARIO DE LA CIUDAD; DISPONER LA CELEBRACIÓN DE LA ELECCIÓN; DISPONER AVISOS; DISPONER LA PUBLICACIÓN; DISPONER LA DIVISIBILIDAD; Y DISPONER UNA FECHA DE ENTRADA EN VIGENCIA.

*** * * * * ***

EN VISTA DE QUE el Consejo Municipal (el "Consejo") de la Ciudad de West University Place, Texas (la "Ciudad") desea ordenar una elección especial para presentar las enmiendas propuestas a la Carta Orgánica de la Ciudad a los votantes en conformidad con la Sección 9.004 del Código de Gobierno Autónomo de Texas; y

EN VISTA DE QUE la Sección 3.005 del Código Electoral de Texas requiere que las elecciones especiales se ordenen a más tardar el 78.º día antes de la fecha de la elección;

AHORA, POR TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE WEST UNIVERSITY PLACE, TEXAS, ORDENA QUE:

Sección 1. Por la presente, los hallazgos incluidos en el preámbulo de esta Ordenanza son declarados verdaderos y correctos y, por la presente, se adoptan como parte de la Ordenanza.

Sección 2. En conformidad con las leyes generales y la Constitución del Estado de Texas, por la presente, se convoca una Elección Municipal Especial y se ordena para el sábado 3 de mayo de 2025, elección en la que se presentarán las siguientes proposiciones para enmiendas propuestas a la Carta Orgánica de la Ciudad de la Ciudad de West University Place a los votantes habilitados de la Ciudad para que voten por ellas. Las enmiendas propuestas a la Carta Orgánica se exponen a continuación; se asigna un número separado a cada asunto sobre el que se propone

una enmienda para comodidad en la referencia. En la elección, los votantes registrados de la Ciudad decidirán mediante un voto por "Sí" o por "No" si están a favor o no de las siguientes proposiciones:

Proposición A

Enmendar las secciones 2.09 de la Carta Orgánica de la Ciudad de West University Place para disponer la reducción de las asambleas ordinarias requeridas del Consejo Municipal a una asamblea ordinaria por mes.

¿SE DEBERÁ ENMENDAR LA CARTA ORGÁNICA DE LA CIUDAD DE WEST UNIVERSITY PLACE A TRAVÉS DE LA ENMIENDA DE LA SECCIÓN 2.09 "ASAMBLEAS DEL CONSEJO" DEL ARTÍCULO II "CONSEJO MUNICIPAL" MEDIANTE EL CAMBIO DE LA CANTIDAD DE ASAMBLEAS ORDINARIAS REQUERIDAS DEL CONSEJO MUNICIPAL POR MES DE DOS A UNA Y RETENIENDO LA OPCIÓN DE QUE EL CONSEJO CELEBRE UNA SEGUNDA ASAMBLEA POR MES?

[ ] SÍ

[ ] NO

En caso de la aprobación de esta proposición, la Sección 2.09 de la Carta Orgánica de la Ciudad de West University Place será enmendada para expresar lo siguiente, con los agregados subrayados y las eliminaciones tachadas:

"SECCIÓN 2.09. Asambleas del Consejo.

a. El Consejo celebrará al menos ~~dos~~ una asamblea ordinaria cada mes en un momento designado por el Consejo. Según las necesidades de la Ciudad, el Consejo también puede celebrar una segunda asamblea ordinaria cada mes.
b. Las asambleas ordinarias son asambleas del Consejo cuya celebración es requerida ~~quincenalmente~~mensualmente y se designan como ordinarias. Todas las asambleas ordinarias se celebrarán dentro de los límites de la Ciudad.
c. El Secretario/a de la Ciudad a pedido del Alcalde/sa o dos miembros del Consejo puede convocar asambleas extraordinarias. Se notificará al Administrador de la Ciudad todas las asambleas extraordinarias. Las asambleas extraordinarias pueden celebrarse en la Ciudad o en otros lugares dentro del Condado de Harris.
d. Todas las asambleas del Consejo estarán abiertas al público, salvo conforme lo autorice la ley".

Proposición B

Enmendar la Sección 2.12 y 2.13 de la Carta Orgánica de la Ciudad para disponer la eliminación del requisito de un periódico oficial, en cambio, disponer el uso de un periódico de circulación general dentro de la Ciudad.

¿SE DEBERÁ ENMENDAR LA CARTA ORGÁNICA DE LA CIUDAD DE WEST UNIVERSITY PLACE A TRAVÉS DE LA ENMIENDA DE LA SECCIÓN 2.12 "PUBLICACIÓN DE ORDENANZAS" Y LA SECCIÓN 2.13 "CÓDIGO DE ORDENANZAS" MEDIANTE LA ELIMINACIÓN DEL REQUISITO DE UN PERIÓDICO OFICIAL Y DISPONIENDO LA PUBLICACIÓN EN UN PERIÓDICO DE CIRCULACIÓN GENERAL DENTRO DE LA CIUDAD?

[ ] SÍ

[ ] NO

En caso de la aprobación de esta proposición, las siguientes secciones serán enmendadas para expresar lo siguiente, con los agregados subrayados y las eliminaciones tachadas:

"SECCIÓN 2.12. Publicación de ordenanzas.

Salvo que la ley o esta Carta Orgánica disponga otra cosa, el Secretario de la Ciudad entregará aviso de la promulgación de cada ordenanza que imponga una sanción penal por la infracción de sus disposiciones, y aviso de cualquier otra ordenanza cuya publicación es requerida por ley o esta Carta Orgánica, haciendo que la ordenanza, o su encabezamiento y sanción completamente descritos, se publique al menos una vez en ~~el periódico oficial de~~ un periódico de circulación general dentro de la Ciudad dentro de los diez días posteriores a su aprobación final. La declaración jurada de la publicación, si está firmada por un representante del periódico, tomada ante cualquier funcionario autorizado para tomar juramentos y archivada ante el Secretario de la Ciudad, será prueba plena de la publicación legal y promulgación de la ordenanza en todos los tribunales. La ordenanza entrará en vigencia diez días después de la publicación".

"SECCIÓN 2.13. Código de ordenanzas.

El Consejo tiene la facultad para que se compilen e impriman en forma de código las ordenanzas de la Ciudad. Cada ordenanza general promulgada después de esa codificación, será promulgada como una enmienda al Código. El Consejo puede hacer que las ordenanzas sean recodificadas y reimpresas cuando lo considere pertinente. Después de la adopción por parte del Consejo, el Código de Ordenanzas Generales impreso tendrá plena vigencia y la publicación del Código en forma total o parcial en ~~el periódico oficial de~~ un periódico de circulación general dentro de la Ciudad no será necesaria. El Código puede omitir cláusulas descriptivas y otras partes formales de las ordenanzas sin afectar la validez de las ordenanzas".

Proposición C

Enmendar la Sección 6.02 y 6.03 de la Carta Orgánica de la Ciudad para disponer que el Consejo Municipal designe y gestione directamente al Secretario de la Ciudad.

¿SE DEBERÁ ENMENDAR LA CARTA ORGÁNICA DE LA CIUDAD DE WEST UNIVERSITY PLACE A TRAVÉS DE LA ENMIENDA DE 6.02 "ADMINISTRADOR DE LA CIUDAD: FACULTADES Y FUNCIONES" Y LA ENMIENDA DE 6.03 "SECRETARIO DE LA CIUDAD" DEL ARTÍCULO VI "SERVICIOS ADMINISTRATIVOS" MEDIANTE EL CAMBIO DE LA DESIGNACIÓN DEL SECRETARIO DE LA CIUDAD DE LAS FACULTADES DEL ADMINISTRADOR DE LA CIUDAD A LAS DEL CONSEJO MUNICIPAL?

[ ] SÍ

[ ] NO

En caso de la aprobación de esta proposición, las secciones 6.02 y 6.03 de la Carta Orgánica de la Ciudad de West University Place serán enmendadas para expresar lo siguiente, con los agregados subrayados y las eliminaciones tachadas:

"SECCIÓN 6.02. Administrador de la Ciudad: Facultades y funciones.

a. El Administrador de la Ciudad será responsable ante el Consejo por la administración eficiente y económica del gobierno de la Ciudad. El Administrador de la Ciudad tendrá la autoridad, con la aprobación del Consejo Municipal, de designar a todos los jefes de departamentos ~~y al Secretario de la Ciudad~~. El Administrador de la Ciudad tendrá la autoridad, después de consultarlo con el Consejo, de retirar del cargo a todos los jefes de departamentos ~~y al Secretario de la Ciudad~~. A menos que esta Carta Orgánica indique lo contrario, el Administrador de la Ciudad también tendrá la autoridad para designar y retirar del cargo a todos los demás empleados de la Ciudad. El Administrador de la Ciudad podrá autorizar al jefe de cualquier departamento a designar y a retirar del cargo a subordinados en ese departamento. Salvo con el fin de obtener información, el Consejo y sus miembros tratarán con los empleados a través del Administrador de la Ciudad.
b. El Administrador de la Ciudad deberá:
    1) Preparar y presentar anualmente ante el Consejo un presupuesto y administrar el presupuesto después de su adopción;
    2) Informar al Consejo la condición financiera y las necesidades financieras futuras de la Ciudad;
    3) Recomendar al Consejo los salarios a pagar a cada funcionario y empleado nombrados de la Ciudad;
    4) Recomendarle al Consejo por escrito acciones o políticas que el Administrador de la Ciudad considera deseables;

5) Asistir a todas las asambleas del Consejo con el derecho a participar en el debate pero sin derecho a votar;
6) Administrar la aplicación de todas las ordenanzas de la Ciudad; y,
7) Cumplir con todas las demás funciones que el Consejo le indique y que no sean incompatibles con esta Carta Orgánica".

"SECCIÓN 6.03. Secretario de la Ciudad

El Consejo Municipal designará a un Secretario de la Ciudad. El Secretario de la Ciudad o un Subsecretario de la Ciudad dará aviso de las asambleas del Consejo; redactará las actas de las sesiones de las asambleas del Consejo; autenticará por firma y registrará en su totalidad en un libro reservado e indexado para ese fin, todas las ordenanzas y resoluciones; conservará y mantendrá el Sello de la Ciudad y colocará el sello en todos los instrumentos que lo requieran; y desempeñará todas las demás funciones exigidas por el Consejo, esta Carta Orgánica o las leyes del Estado de Texas como un funcionario de la Ciudad".

Sección 3. **Celebración de la elección.** La celebración de la elección (incluidos el administrador, el juez presidente, el software, los lugares de votación, los horarios de votación y las disposiciones de votación anticipada) se efectuará en conformidad con la Ordenanza Número _____, una ordenanza para convocar la Elección General de la Ciudad de West University Place, Texas.

Sección 4. **Aviso.** Se dará aviso de esta elección de acuerdo con las disposiciones del Código Electoral de Texas y los resultados de dicho aviso se realizarán según lo dispone el mencionado Código. La Alcaldesa emitirá todas las órdenes y los escritos necesarios para dicha elección, y los resultados de dicha elección serán entregados a la Secretaria de la Ciudad después del cierre de los lugares de votación.

Sección 5. **Divisibilidad.** En caso de que cualquier sección, párrafo, subdivisión, cláusula, frase, disposición, oración o parte de esta Ordenanza o su aplicación a cualquier persona o circunstancia por cualquier motivo se decrete inválida o inconstitucional por un tribunal con competencia jurisdiccional, no se afectará, impedirá ni invalidará esta Ordenanza como un todo o cualquier parte o alguna de sus disposiciones además de la parte declarada inválida o inconstitucional; y el Consejo Municipal de la Ciudad de Tomball, Texas, declara que habría aprobado todas y cada una de la partes de la misma no obstante la omisión de cualquiera de dichas partes declarada de ese modo inválida o inconstitucional, ya sea una o más partes.

LEÍDA, ACEPTADA Y APROBADA CONFORME SU PRIMERA Y ÚLTIMA LECTURA a los ____ días del mes de _____ de 2025.

CIUDAD DE WEST UNIVERSITY PLACE

(SELLO)

_____
Susan V. Sample
Alcaldesa

ATESTIGUA:

_____
Thelma A. Gilliam
Secretaria de la Ciudad

RECOMENDADO:

_____
David J. Beach
Administrador de la Ciudad

REVISADO:

_____
Loren Smith, Olson and Olson, LLP
Abogada de la Ciudad

West University Place市
Texas州Harris縣

第XXXX-XX號法令

TEXAS州WEST UNIVERSITY PLACE市的一項法令，旨在召集將於2025年5月3日舉行的特別選舉，籍此向選民提交關於修訂WEST UNIVERSITY PLACE市憲章的議案，修訂的內容包括：(A) 修訂TEXAS州WEST UNIVERSITY PLACE市憲章第2.09節，將市議會所需的例會次數減少為每月一次；(B) 修訂市憲章第2.12節和第2.13節，取消對官方報紙的要求，改為使用在本市廣泛發行的報紙；以及 (C) 修訂市憲章第6.02節和第6.03節，規定市議會直接任命並管理市秘書長；就選舉的進行方式作出規定；就通知作出規定；就發布作出規定；就可分割性作出規定；以及就生效日期作出規定。

* * * * * *

鑑於，West University Place市（下稱「本市」）市議會（下稱「市議會」）意欲根據Texas州地方政府法第9.004節規定，下令召開一項特別選舉，將擬議的市憲章修正案提交給選民表決；以及

鑑於，根據Texas州選舉法第3.005節，特別選舉必須在選舉日前第78天或之前發出指令；

故此，TEXAS州WEST UNIVERSITY PLACE市市議會頒令如下：

第1節。 本法令前言所含認定據查真實無誤，特此將其採納為本法令的一部分。

第2節。 根據Texas州的一般法律和憲法，特此召集並下令於2025年5月3日（週六）舉行特別市政選舉，屆時將向本市合資格選民提交以下有關West University Place市市憲章擬議修正案的提案，供其表決。擬議的憲章修正案載於下文，為方便參照，對提出修訂的每個主題賦予了不同的編號。在選舉中，本市登記選民應投「是」或「否」票來決定是否支持以下提案：

<u>提案A</u>

修訂West University Place市憲章第2.09節，將市議會所需的例會次數減少為每月一次。

是否應修訂TEXAS州WEST UNIVERSITY PLACE市憲章，即：修訂第II條「市議會」第2.09節「議會會議」，將每月市議會所需召開的例會次數由兩次改為一次，並保留市議會每月召開第二次會議的選擇權？

[ ] 是

[ ] 否

若此提案獲得批准，West University Place市憲章第2.09節應修正並宣讀如下，其中新增的部分將加上下劃線，刪除的部分將以刪除線標示：

「第2.09節 - 議會會議。

a. 市議會應至少每月召開~~兩次~~一次例會，會議時間由市議會指定。根據市政需求，市議會也可每月召開第二次例會。
b. 例會是市議會每半月必須召開的會議，並被指定為定期會議。所有例會都應在市區範圍內舉行。
c. 特別會議可由市秘書長應市長或市議會兩名成員的要求召開。所有特別會議應通知市政官。特別會議可以在本市或Harris縣的其他地方舉行。
d. 除法律授權的情形外，所有議會會議均應對公眾開放。」

提案B

(B) 修訂市憲章第2.12節和第2.13節，取消對官方報紙的要求，改為使用在本市廣泛發行的報紙。

是否應修訂TEXAS州WEST UNIVERSITY PLACE市憲章，即：修訂第2.12節「法令發布」和第2.13節「法典」，刪除對官方報紙的要求，改為在本市廣泛流通的報紙上發布？

[ ] 是

[ ] 否

若此提案獲得批准，以下小節應修正並宣讀如下，其中新增的部分將加上下劃線，刪除的部分將以刪除線標示：

「第2.12節 - 法令發布。

除非法律或本憲章另有規定，每一項若違反其條文會受到刑事處罰的法令頒布後，市秘書長應予以公告，同時公告法律或本憲章要求發布的其他法令，並應在法令最終通過後十日內，將法令或其完整描述性標題及處罰內容至少發布一次於本市廣泛流通的報紙~~官方報紙上。法令發布的宣誓書，若由~~報紙~~代表簽署並經有權主持宣誓的官員見證，並向市秘書長提交，應視為該法令合法發布及公布的確定證據，並且在所有法院有效。該法令應在發布後十天生效。」~~

「第2.13節 - 法典。

市議會有權編纂本市法令並以法典形式印刷。在該法典編纂後頒布的每一項普遍性法令，應作為對法典的修正案予以頒布。當市議會認為適宜時，可對法令進行重新

編纂和再版。當市議會通過後，印刷版的法典將完全生效，並且不再需要將法典的全部或部分內容發布於本市廣泛流通的報紙~~官方報紙~~。該法典可省略法令中的描述性條款及其他正式部分，而不會影響法令的有效性。」

提案C

修訂市憲章第6.02節和第6.03節，規定市議會直接任命並管理市秘書長。

是否應修訂TEXAS州WEST UNIVERSITY PLACE市憲章，即：修訂第VI條「行政服務」第6.02節「市政官：權力和職責。」和第6.03節「市秘書長」，將市秘書長的任命權從市政官的權限轉交給市議會？

[ ] 是

[ ] 否

若此提案獲得批准，West University Place市憲章第6.02節和第6.03節應修正並宣讀如下，其中新增的部分將加上下劃線，刪除的部分將以刪除線標示：

「第6.02節 - 市政官：權力和職責。

a. 市政官須高效而廉潔地管理市政府，並就此對市議會負責。市政官獲市議會批准，有權委任各部門首長~~與市秘書長~~。市政官經與市議會協商后，有權罷免各部門首長~~與市秘書長~~。除非憲章另有規定，否則市政官有權任免其餘市政雇員。市政官可授權部門首長來任免其下屬人員。除非為獲取信息之目的，否則市議會及議員與市政雇員接觸時須經過市政官。
b. 市政官須：
    1) 編制年度預算，呈交市議會，並執行已採納的預算；
    2) 就本市財政狀況及未來財政需求向市議會提出建議；
    3) 就委任本市官員及雇員的薪金向市議會提出建議；
    4) 就認為合宜的措施或政策以書面形式向市議會提出建議；
    5) 參加市議會舉行的所有會議，並參與討論但無權投票；
    6) 管理本市所有法令的執行；
    7) 按市議會指示行使其他職責，但不得與本憲章相抵觸。」

「第6.03節 - 市秘書長

市議會須委任市秘書長。市秘書長或助理市秘書長須負責通知議會會議；製備議會會議紀要；將各項法令與決議全面地記入為此而備存的簿冊中，並予以簽署認證；持有及維護市印章，並在所需文件上蓋以

印章；以市政官員身份履行由市議會、本憲章或Texas州法律所規定的其他職責。」

第3節。執行選舉。選舉的執行，包括行政官、首席法官、選舉軟體、投票地點、投票時間及提前投票規定，應依照第_____號法令（一項旨在召開West University Place市普通選舉的法令）完成。

第4節。通知。本選舉通知應依據Texas州選舉法之規定發出；上述通知的回執確認亦應依據上述選舉法規定執行。市長應簽發本選舉的所有必要命令及令狀；投票關閉后，應向市秘書長提交本選舉的選票報告。

第5節。可分割性。若本法令中的任何章節、段落、分段、條款、短語、規定、句子或其他部份，或上述內容对任何人或任何情況的适用性，被任一具有司法管轄權的法院判定為無效或違反憲法，則除已被宣告無效或違憲部份內容外，其不得對本法令部份或全部造成任何影響、損害或導致無效；Texas州Tomball市議會宣佈，即使已刪除了被宣告無效或違憲的部份（無論是一處或多處），其仍將通過該法令的每個部分。

经初次及最終宣讀，於2025年_____月____日獲宣讀、通過和批准。

WEST UNIVERSITY PLACE市

（印鑑）

_____
Susan V. Sample
市長

見證：

_____
Thelma A. Gilliam
市秘書長

推薦：

_____
David J. Beach
市政官

複核：

_____
Loren Smith, Olson and Olson, LLP
市法律顧問

City of West University Place
Quận Harris, Texas

SẮC LỆNH SỐ XXXX-XX

SẮC LỆNH CỦA CITY OF WEST UNIVERSITY PLACE, TEXAS YÊU CẦU TỔ CHỨC MỘT CUỘC BẦU CỬ ĐẶC BIỆT SẼ DIỄN RA VÀO NGÀY 3 THÁNG NĂM, 2025, ĐỂ ĐỆ TRÌNH CHO CÁC CỬ TRI CÁC KẾ HOẠCH ĐỀ NGHỊ TU CHỈNH HIẾN CHƯƠNG CỦA CITY OF WEST UNIVERSITY PLACE VỀ: (A) SỬA ĐỔI CÁC MỤC 2.09 CỦA HIẾN CHƯƠNG CITY OF WEST UNIVERSITY PLACE QUY ĐỊNH VIỆC GIẢM SỐ BUỔI HỌP THƯỜNG LỆ BẮT BUỘC CỦA HỘI ĐỒNG THÀNH PHỐ CÒN MỘT BUỔI HỌP THƯỜNG LỆ MỖI THÁNG; (B) SỬA ĐỔI MỤC 2.12 VÀ 2.13 CỦA HIẾN CHƯƠNG THÀNH PHỐ QUY ĐỊNH VIỆC LOẠI BỎ YÊU CẦU PHẢI CÓ MỘT TỜ BÁO CHÍNH THỨC, THAY VÀO ĐÓ QUY ĐỊNH VIỆC SỬ DỤNG MỘT TỜ BÁO PHÁT HÀNH RỘNG RÃI TRONG THÀNH PHỐ; VÀ (C) SỬA ĐỔI MỤC 6.02 VÀ 6.03 CỦA HIẾN CHƯƠNG THÀNH PHỐ QUY ĐỊNH HỘI ĐỒNG THÀNH PHỐ TRỰC TIẾP BỔ NHIỆM VÀ QUẢN LÝ THƯ KÝ HỘI ĐỒNG THÀNH PHỐ; QUY ĐỊNH VIỆC TIẾN HÀNH CUỘC BẦU CỬ; QUY ĐỊNH VỀ CÁC THÔNG BÁO; QUY ĐỊNH VIỆC ĐĂNG/CÔNG BỐ; QUY ĐỊNH VỀ KHẢ NĂNG TÁCH RỜI; VÀ QUY ĐỊNH NGÀY BẮT ĐẦU CÓ HIỆU LỰC.

* * * * * *

XÉT RẰNG, Hội đồng Thành phố (gọi tắt là "Hội đồng") của City of West University Place ("Thành phố") mong muốn ra lệnh tổ chức một cuộc bầu cử đặc biệt để đệ trình các sửa đổi được đề xuất đối với Hiến chương Thành phố cho các cử tri theo Mục 9.004 của Bộ luật Chính quyền Địa phương Texas; và

XÉT RẰNG, Mục 3.005 của Bộ luật Bầu cử Texas yêu cầu phải tổ chức các cuộc bầu cử đặc biệt trễ nhất là ngày thứ 78 trước ngày bầu cử;

VÌ VẬY, BÂY GIỜ HỘI ĐỒNG THÀNH PHỐ CỦA CITY OF WEST UNIVERSIT PLACE, TEXAS RA LỆNH RẰNG:

Mục 1.Các kết luận đưa ra trong phần mở đầu của Sắc Lệnh này theo đây được thấy là đúng và chính xác, và theo đây được phê chuẩn trong khuôn khổ Lệnh này.

Mục 2. Theo như quy định của các điều luật tổng quát và Hiến Pháp Tiểu Bang Texas, một Cuộc Bầu Cử Thành Phố Đặc Biệt theo đây được yêu cầu và ra lệnh tổ chức vào thứ Bảy, ngày 3 tháng Năm, 2025, trong đó các kế hoạch đề nghị về các đề xuất sửa đổi Hiến Chương Thành Phố của City of West University Place sẽ được đệ trình cho các cử tri hội đủ điều kiện của Thành Phố để quyết định. Các đề xuất sửa đổi Hiến chương Thành phố được nêu dưới đây, cỗi chủ đề được đề xuất sửa đổi sẽ được đánh số riêng để thuận tiện cho việc tham khảo. Trong cuộc bầu cử, các cử tri đã ghi danh của Thành phố sẽ quyết định bằng cách bỏ phiếu "Có" hoặc "Không" cho biết họ có ủng hộ các đề xuất sau đây hay không:

Kế Hoạch Đề Nghị A

Sửa đổi Mục 2.09 của Hiến chương City of West University Place quy định giảm số cuộc họp thường kỳ bắt buộc của Hội đồng thành phố xuống còn một cuộc họp thường kỳ mỗi tháng.

CÓ NÊN TU CHỈNH HIẾN CHƯƠNG CỦA CITY OF WEST UNIVERSITY PLACE BẰNG CÁCH SỬA ĐỔI MỤC 2.09, CÁC CUỘC HỌP CỦA HỘI ĐỒNG, TRONG ĐIỀU II, HỘI ĐỒNG THÀNH PHỐ, BẰNG CÁCH THAY ĐỔI SỐ LƯỢNG CÁC CUỘC HỌP THƯỜNG KỲ BẮT BUỘC CỦA HỘI ĐỒNG THÀNH PHỐ MỖI THÁNG TỪ HAI CUỘC HỌP THÀNH MỘT CUỘC HỌP VÀ GIỮ NGUYÊN LỰA CHỌN CHO HỘI ĐỒNG TỔ CHỨC MỘT CUỘC HỌP THỨ HAI HÀNG THÁNG:

[ ] CÓ

[ ] KHÔNG

Trong trường hợp kế hoạch đề nghị này được chấp thuận, Mục 2.09 của Hiến chương City of West University Place sẽ được sửa đổi như sau, với các phần bổ sung được gạch chân và các phần bị xóa được gạch bỏ:

"MỤC 2.09. – Các cuộc họp của Hội đồng.

a. Hội Đồng sẽ tổ chức ít nhất ~~hai~~ một buổi họp thường kỳ mỗi tháng vào thời điểm do Hội Đồng ấn định. Dựa trên nhu cầu của Thành phố, Hội đồng cũng có thể tổ chức cuộc họp thường kỳ thứ hai mỗi tháng.
b. Các cuộc họp thường kỳ là các cuộc họp của Hội đồng phải được tổ chức nửa tháng một lần và được ấn định là thường kỳ. Tất cả các cuộc họp thường lệ sẽ diễn ra trong phạm vi ranh giới của Thành Phố.
c. Thư Ký Thành Phố có thể yêu cầu tổ chức các cuộc họp đặc biệt theo yêu cầu của Thị Trưởng hoặc hai thành viên Hội Đồng. Quản lý Thành phố sẽ được thông báo về tất cả các cuộc họp đặc biệt. Các cuộc họp đặc biệt có thể được tổ chức tại Thành phố hoặc những nơi khác trong Quận Harris.
d. Tất cả các cuộc họp của Hội Đồng sẽ được tổ chức công khai, trừ khi được luật pháp cho phép."

Kế Hoạch Đề Nghị B

Sửa đổi Mục 2.12 và 2.13 của Hiến chương Thành phố nhằm loại bỏ yêu cầu về một tờ báo chính thức, thay vào đó là quy định việc sử dụng một tờ báo lưu hành rộng rãi trong Thành phố.

CÓ NÊN TU CHỈNH HIẾN CHƯƠNG CỦA CITY OF WEST UNIVERSITY PLACE BẰNG CÁCH SỬA ĐỔI MỤC 2.12, CÔNG BỐ CÁC SẮC LỆNH, VÀ MỤC 2.13, QUY CHẾ VỀ CÁC SẮC LỆNH, BẰNG CÁCH LOẠI BỎ YÊU CẦU PHẢI CÓ GIẤY TỜ CHÍNH THỨC VÀ QUY ĐỊNH VIỆC ĐĂNG

THÔNG BÁO TRONG MỘT TỜ BÁO LƯU HÀNH RỘNG RÃI TRONG PHẠM VI THÀNH PHỐ HAY KHÔNG?

[ ] CÓ

[ ] KHÔNG

Trong trường hợp kế hoạch đề nghị này được chấp thuận, các mục sau đây sẽ được sửa đổi như sau, với các phần bổ sung được gạch chân và các phần bị xóa được gạch bỏ:

"MỤC 2.12 – Công bố các Sắc lệnh.

Trừ khi có quy định khác của luật pháp hoặc Hiến chương này, Thư ký Thành phố sẽ thông báo về việc ban hành mọi sắc lệnh áp dụng biện pháp phạt hình sự đối với trường hợp vi phạm các điều khoản của sắc lệnh và thông báo về mọi sắc lệnh khác mà luật pháp hoặc Hiến chương này yêu cầu phải được công bố, bằng cách công bố sắc lệnh đó hoặc chú thích mô tả đầy đủ và hình phạt của sắc lệnh đó ít nhất một lần trên <u>một tờ báo được phát hành rộng rãi trong</u> Thành phố trong vòng mười ngày sau khi thông qua chính thức cuối cùng. Bản khai chứng thệ về việc đăng báo, nếu có chữ ký của đại diện tờ báo đó, được thực hiện trước bất kỳ viên chức nào được ủy quyền tiến hành thủ tục tuyên thệ, và được nộp cho Thư Ký Thành Phố, sẽ là bằng chứng xác thực về việc đăng thông báo và công bố hợp pháp sắc lệnh tại tất cả các tòa án. Sắc lệnh có hiệu lực sau mười ngày kể từ ngày công bố."

"MỤC 2.13 – Quy chế về các Sắc lệnh.

Hội Đồng có thẩm quyền cho luật hóa và in các sắc lệnh của Thành Phố dưới định dạng của bộ luật. Mỗi sắc lệnh thông thường được ban hành sau khi luật hóa như vậy sẽ được ban hành dưới dạng phần tu chỉnh của bộ luật đó. Hội đồng có thể tái biên soạn và tái ấn bản các sắc lệnh khi thấy cần thiết. Khi được Hội đồng thông qua, Bộ luật Các Sắc Lệnh Tổng Quát đã in sẽ có hiệu lực đầy đủ và sẽ không cần thiết phải đăng toàn bộ hoặc một phần Bộ luật trong ~~tờ báo chính thức~~ <u>một tờ báo lưu hành rộng rãi trong phạm vi</u> Thành Phố. Bộ luật có thể lược bỏ các điều khoản mô tả và các phần chính thức khác của các sắc lệnh mà không ảnh hưởng đến tính hợp lệ của các sắc lệnh đó."

<u>Kế Hoạch Đề Nghị C</u>

Sửa đổi Mục 6.02 và 6.03 của Hiến chương Thành phố quy định Hội đồng Thành phố trực tiếp bổ nhiệm và quản lý Thư ký Thành phố.

CÓ NÊN TU CHỈNH HIẾN CHƯƠNG CỦA CITY OF WEST UNIVERSITY PLACE BẰNG CÁCH SỬA ĐỔI MỤC 6.02, QUẢN LÝ THÀNH PHỐ: QUYỀN HẠN VÀ NHIỆM VỤ, VÀ SỬA ĐỔI MỤC 6.03, THƯ KÝ THÀNH PHỐ, CỦA ĐIỀU VI, CÁC DỊCH VỤ HÀNH CHÍNH, BẰNG CÁCH

CHUYỂN VIỆC BỔ NHIỆM THƯ KÝ THÀNH PHỐ TỪ THẨM QUYỀN CỦA QUẢN LÝ THÀNH PHỐ SANG HỘI ĐỒNG THÀNH PHỐ KHÔNG?

[ ] CÓ

[ ] KHÔNG

Trong trường hợp kế hoạch đề nghị này được chấp thuận, Mục 6.02 và 6.03 của Hiến chương City of West University Place sẽ được sửa đổi như sau, với các phần bổ sung được gạch chân và các phần bị xóa được gạch bỏ:

"PHẦN 6.02. – Quản lý Thành phố: Quyền hạn và nhiệm vụ.

a. Quản lý Thành phố sẽ chịu trách nhiệm với Hội Đồng về việc điều hành tất cả mọi sự vụ của Thành Phố một cách hiệu quả và tiết kiệm chi phí. Với sự chấp thuận của Hội đồng thành phố, uản lý Thành phố có thẩm quyền bổ nhiệm tất cả các giám đốc ban sở và Thư ký Thành phố. Sau khi tham khảo ý kiến của Hội đồng, Quản lý Thành phố có thẩm quyền cách chức tất cả các giám đốc ban sở và Thư ký Thành phố. Trừ khi có quy định khác trong Hiến chương này, Quản lý Thành phố cũng có thẩm quyền bổ nhiệm và bãi nhiệm tất cả các nhân viên khác của Thành phố. Quản lý Thành phố có thể ủy quyền cho người đứng đầu bất kỳ ban sở nào bổ nhiệm và cách chức cấp dưới trong ban sở đó. Ngoại trừ mục đích thu thập thông tin, Hội đồng và các thành viên sẽ tiếp xúc với các thành viên của hội đồng thông qua Quản lý thành phố.
b. Quản lý Thành phố Phải:
    1) Chuẩn bị và nộp ngân sách hàng năm cho Hội đồng và quản lý ngân sách sau khi được thông qua;
    2) Tư vấn cho Hội Đồng Thành Phố về tình hình tài chánh và các nhu cầu tương lai của Thành Phố;
    3) Đề xuất với Hội đồng mức lương trả cho mỗi viên chức được bổ nhiệm và nhân viên của Thành phố;
    4) Đề xuất với Hội đồng bằng văn bản các bước hành động hoặc chính sách mà Giám đốc Thành phố cho là muốn thực hiện;
    5) Tham dự tất cả các cuộc họp của Hội đồng với quyền tham gia thảo luận nhưng không có quyền biểu quyết;
    6) Quản lý việc thực thi tất cả các sắc lệnh của Thành phố; và,
    7) Thực hiện tất cả các nhiệm vu khác theo chỉ thị của Hội đồng Thành phố và không nhất quán với Hiến chương này."

"MỤC 6.03 - Thư Ký Thành Phố

<u>Hội đồng Thành phố sẽ bổ nhiệm Thư Ký Thành Phố.</u> Thư Ký Thành Phố, hoặc Phó Thư Ký Thành Phố, sẽ đưa ra thông báo về các cuộc họp của Hội Đồng, sẽ lưu biên bản các bước quy trình thủ tục của các buổi họp Hội Đồng, sẽ hợp thức hóa qua chữ ký và toàn bộ hồ sơ đầy đủ, trong một cuốn sổ được lưu ghi cho mục đích đó, tất cả các sắc lệnh và nghị quyết, sẽ giữ và lưu giữ Con Dấu của Thành Phố, và đóng con dấu đó vào tất cả các văn

kiện cần phải có con dấu; và sẽ thực hiện các nhiệm vụ khác theo yêu cầu của Hội đồng, Hiến Chương này, hoặc luật pháp tiểu bang Texas với tư cách là một viên chức của Thành Phố."

Mục 3. Tiến Hành Cuộc Bầu Cử. Vv

Mục 4. Thông báo. Thông báo về cuộc bầu cử này sẽ được đưa ra theo các quy định của Bộ Luật Bầu Cử Texas và việc hồi âm thông báo sẽ được thực hiện theo quy định trong Bộ Luật nói trên. Thị Trưởng sẽ ban hành tất cả các lệnh và chỉ thị cần thiết cho cuộc bầu cử nói trên, và kết quả của cuộc bầu cử sẽ được gửi cho Thư Ký Hội Đồng Thành Phố sau khi các địa điểm phòng phiếu đóng cửa.

Mục 5. Khả Năng Tách Rời. Trong trường hợp bất kỳ mục, đoạn, phân mục, điều khoản, cụm từ, quy định, câu chữ, hoặc một phần của Sắc lệnh này hoặc việc áp dụng điều tương tự đối với bất kỳ người nào hoặc hoàn cảnh nào sẽ vì bất kỳ lý do gì sẽ bị tòa án có thẩm quyền xét xử là vô hiệu hoặc vi hiến, thì điều đó sẽ không ảnh hưởng, làm mất hiệu lực, hoặc làm mất hiệu lực của Sắc lệnh này như một toàn bộ hoặc bất kỳ phần nào hoặc điều khoản nào trong đây ngoài phần được tuyên bố là không hợp lệ hoặc vi hiến; và Hội đồng Thành phố của Thành phố Tomball, Texas, tuyên bố rằng nó sẽ được thông qua từng phần của cùng một mặc dù việc bỏ sót bất kỳ phần nào như vậy được tuyên bố là không hợp lệ hoặc vi hiến, hoặc cho dù có một hay nhiều phần.

ĐÃ ĐỌC, THÔNG QUA VÀ PHÊ DUYỆT VÀO LẦN ĐỌC ĐẦU TIÊN VÀ CHÍNH THỨC CUỐI CÙNG, ngày ____ tháng _____, năm 2025.

CITY OF WEST UNIVERSITY PLACE

(ĐÓNG DẤU)

_____
Susan V. Sample
Thị Trưởng

CHỨNG THỰC:

_____
Thelma A. Gilliam
Thư Ký Thành Phố

NGƯỜI KHUYẾN NGHỊ:

_____
David J. Beach
Quản Lý Thành Phố

NGƯỜI DUYỆT XÉT:

_____
Loren Smith, Olson and Olson, LLP
Luật Sư Thành Phố

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	9
Approved by City Manager	Yes	**Presenter(s)**	D. Beach, City Manager
Reviewed by City Attorney	Yes	**Department**	Administration
Subject	Acting City Secretary Appointment		
Attachments	Resolution		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

With the retirement of City Secretary Thelma Gilliam at the end of January 2025, it is necessary to appoint an Acting City Secretary to oversee the day-to-day operations of the City Secretary's office until such time a permanent City Secretary is appointed. The City Manager recommends appointing Assistant to the City Manager Austin Bishop.

Austin has worked closely with City Secretary Gilliam over the past year and a half to understand the duties necessary to fulfill the role of Acting City Secretary. The primary duties of the Acting City Secretary will be to:

- Maintain official city records
- Coordinate meetings of the City Council
- Manage public information requests

Per Section 6.02(a) of the Code of Ordinance of the City of West University Place, Texas, the City authorizes the City Manager to have the authority, with approval of City Council, to appoint all department heads and the City Secretary.

Recommended Action

Staff recommends that Council adopt the resolution appointing Assistant to the City Manager Austin Bishop to serve as Acting City Secretary until the City Secretary vacancy is filled.

City of West University Place
Harris County, Texas

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY OF WEST UNIVERISTY PLACE, TEXAS, APPOINTING AN ACTING CITY SECRETARY FOR THE CITY OF WEST UNIVERSITY PLACE; AND CONTAINING RELATED FINDINGS AND PROVISIONS.

WHEREAS, Section 6.02(a) of the Code of Ordinance of the City of West University Place, Texas (the "City"), authorizes the City Manager to have the authority, with approval of City Council, to appoint all department heads and the City Secretary; and

WHEREAS, due to the retirement of the current City Secretary, it has become necessary to appoint an Acting City Secretary to serve in such capacity of the City Secretary; and

WHEREAS, the Council has determined that it would be in the best interest of the citizens of the City of West University Place to appoint Austin Bishop, Assistant to the City Manager, to the position of Acting City Secretary for the City;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:

SECTION 1. Austin Bishop, Assistant to the City Manager, is hereby appointed as Acting City Secretary for the City of West University Place to serve in the absence of the City Secretary.

SECTION 2. This appointment shall last until Council appoints a City Secretary.

SECTION 3. This resolution shall take effect immediately upon its adoption and signature.

PASSED AND APPROVED this _____ day of _____, 2025.

ATTEST: (SEAL)

_____
Thelma A. Gilliam, City Secretary

SIGNED BY:

_____
Susan Sample, Mayor

APPROVED AS TO FORM:

_____
Olson & Olson, LLP, City Attorney
By Loren Smith

RECOMMENDED BY:

_____
Dave Beach, City Manager

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	10
Approved by City Manager	Yes	**Presenter(s)**	A. Bishop, Asst. To the City Manager J. Gerber, PGAL R. Roulette Jr., Tegrity Contractors
Reviewed by City Attorney	Yes	**Department**	Administration
Subject	Public Works Facility Construction Award		
Attachments	General Service Contract		
Financial Information	Expenditure Required:		$11,045,554
	Amount Budgeted:		$11,647,000
	Account Number:		3027000.85002 FA2212-Constr-Fnd302-2023
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

On December 18, 2024, City staff completed the evaluation of bids submitted for the construction of the new Public Works Facility located at the corner of Dincans Street and Westpark Drive in Houston (5004 Dincans St.). Of the seven (7) total bids received, five (5) bids were deemed to be complete.

After completing the evaluations, holding interviews, and conducting reference checks, staff ranked Tegrity Contractor Inc.'s bid as providing the most value to the city including both the base bid price ($10,877,777) and the alternate for the underground fuel storage tank ($167,777), for a total amount of $11,045,554.

All of the references for Tegrity came back with positive reviews and staff did not find any concerns regarding Tegrity's performance, ability to manage the project schedule, and their ability to financially complete the job. References also spoke highly of Tegrity's communication throughout their projects.

Below is a breakdown of the bid responses:

Total Price Rank	Vendor	Amount	Underground Fuel Storage Tank
1	Patriot Contracting LLC	$10,777,970	$100,000
2	Tegrity Contractors Inc.	$10,877,777	$167,777
3	Arrowmont Constructors	$10,660,731	$395,460
4	Brookstone Construction	$11,250,000	$103,000
5	CMC Development & Construction Corp.	$11,500,000	$120,000
6	Flintco	$11,499,000	$365,000
7	The Gonzalez Group, LP	$12,000,000	$150,000

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Recommended Action

Staff recommends City Council award the base bid in the amount of $10,877,777, plus Alternate 1 in the amount of $167,777 for a total contract amount of $11,045,554 to Tegrity Contractors Inc. to construct the new Public Works Facility and authorize the City Manager to execute the contract.

City of West University Place

GENERAL SERVICES CONTRACT
Rev. 12/12/2023

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

I. Summary of Contract Terms
II. Signatures
III. Standard Contractual Provisions
IV. Special Terms and Conditions
V. Additional Contract Documents

I. *Summary of Contract Terms*.

Contractor: Tegrity Contractors Inc.

Description of Services: Public Works Campus and Related Site Work

Annual/Base Services: $11,045,554

Additional Work in addition to Base Services: Per written agreement only.

Effective Date: 1/13/2025

Termination Date: Upon successful completion of deliverables

Renewal: *None*

Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF WEST UNIVERSITY PLACE:*

By: _____

Title: City Manager

Date: _____

CONTRACTOR: **Tegrity Contractors Inc.**

By: _____

Title: Vice President / CCO

Date: 12/26/2024

X Council Approved on _____/_____/_____
X City Manager
_____ Department Head
_____ Division Head

*Contract Signature Authority:
Division Head & Managers - $6,999 or less
Directors - $7,000 to $24,999
City Manager - $25,000 to $49,999
Over $50,000 – City Manager With City Council Authorization

_____
Attest: City Secretary

II. *Standard Contractual Provisions*.

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience*. The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving thirty (30) days written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default*. Either party to this Contract may terminate this Contract if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 10 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding*. If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas**.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to ensure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Work Product. Any work product generated as a result of this Contract shall be the property of the City.

III. ***Special Terms or Conditions.***

A. State Disclosure Requirements. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least $1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

B. Other State Requirements. The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2270 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association).

IV. ***Additional Contract Documents***. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in

any of the Contractor's Additional Contract Documents specified below that conflicts with Sections III or IV of this General Services Contract, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. Certificate of Insurance
2. Performance and Payment Bond

B. City's Additional Contract Documents:

1. AIA Document A101 – 2017 Standard Form Agreement Between Owner and Contractor
2. AIA Document A201 – 2017 General Conditions of the Contract for Construction

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the fourteenth day of January in the year 2025

BETWEEN the Owner:
City of West University Place
3800 University Boulevard
West University Place, Texas 77005

and the Contractor:
Tegrity Contractors Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013

for the following Project:
City of West University Place Public Works Campus and related site work
5004 Dincans Street
Houston, Texas, 77005

The Architect:
Pierce Goodwin Alexander & Linville, Inc.
3131 Briarpark Drive, Suite 200
Houston, Texas 77042

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] Not later than two hundred sixty one (~~261~~ 365) calendar days from the date of commencement of the Work.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eleven Million Forty Five Thousand Five Hundred Fifty Four Dollars ($11,045,554), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add/Alternate One: Underground Fuel Storage	$167,777

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent. (5%)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, submission of all close out documents and successful completion of the final punch list.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017., unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

As outlined in the Owner's General Service Contract Standard Provisions

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Dave Beach, City Manager
3800 University Boulevard
West University Place, Texas 77005
Dbeach@westutx.gov
713-662-5810

§ 8.3 The Contractor's representative:

Roger Roulette Jr., Director
Tegrity Contractors Inc.
202 N. Allen Drive, Suite E
Allen, Texas 75013

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Other provisions:
(Not Applicable)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Drawings See Attached Exhibit

.6 Specifications See Attached Exhibit

.7 Addenda:

Number	Date	Pages
No. 1	October 23, 2024	1
No. 2	October 31, 2024	3 with attachments
No. 3	November 5, 2024	3 with attachments
No. 4	November 8, 2024	2 with attachments
No. 5	November 14, 2024	6 with attachments
No. 6	November 15, 2024	3 with attachments
No. 7	November 19, 2024	3 with attachments

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.9 Other documents, if any, listed below:

Owner's General Service Contract
AIA Document A201-2017
Competitive Sealed Proposal
Exhibit A
Exhibit B
Exhibit C
Exhibit D

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dave Beach, City Manager	Brad Gibson Vice President / CCO

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
City of West University Place Public Works Campus and Related Site Work
5004 Dincans Street
Houston, Texas 77005

THE OWNER:
City of West University Place 3800 University Boulevard
West University Place, Texas 77005

THE ARCHITECT:
Pierce Goodwin Alexander & Linville, Inc.
3131 Briarpark Drive, Suite 200
Houston, Texas 77042

TABLE OF ARTICLES

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

INDEX
(Topics and numbers in bold are Section headings.)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall not pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. This project is tax exempt.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.9 Superintendent

§**3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design

professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death,

or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease to the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location

agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and

the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Contact Us!

Phone: 972.562.6060
Website: www.tegrity-contractors.com

West University Place Public Works Building

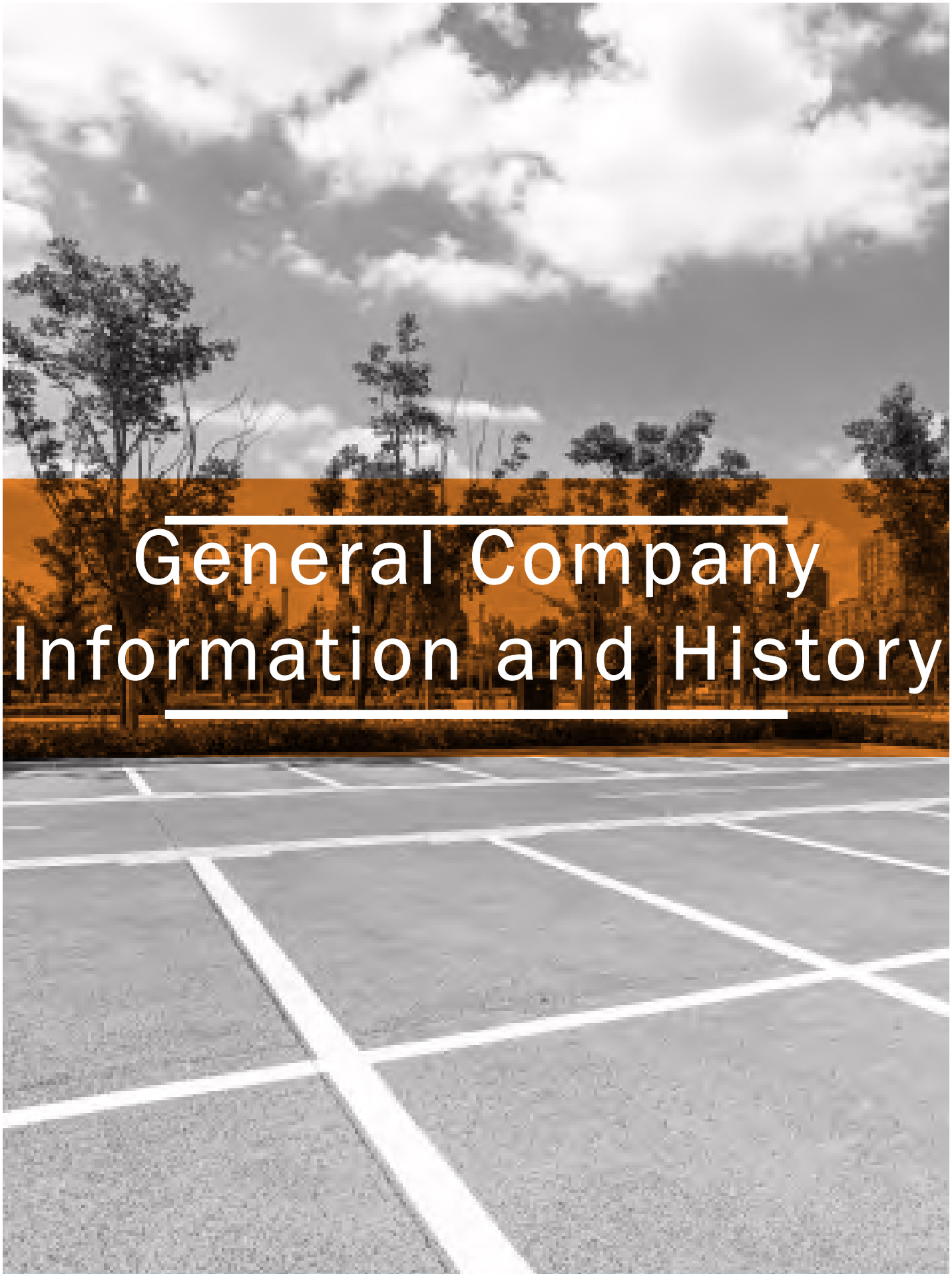
PREPARED FOR:
The City of West University Place

ADDRESS:
3800 University Boulevard West University Place, Texas 77005

PROPOSAL DUE:
November 20, 2024 @ 2:00 PM

Building with integrity since 1998.

TABLE OF CONTENTS



General Company Information and History

About Tegrity

In the construction industry, Tegrity Contractors sets itself apart through a distinctive focus on excellence in construction work, rooted in a strong company culture and commitment to personal growth. These foundational principles serve as the guiding force behind all our projects. Our leadership team staunchly believes that prioritizing meeting the specific needs of our clients are essential for the successful completion of construction projects.

At Tegrity, these principles are not mere words; they are deeply embedded in every aspect of our operations. We consistently witness that by prioritizing the satisfaction of our clients and ensuring the well-being of our employees, Tegrity achieves outstanding results. With our expertise in building churches, schools, and municipal facilities, coupled with operations spanning across five branches and a dedicated team of 74 full-time employees, we are enthusiastic about the future. We are poised to continue making significant contributions to communities while driving the continued growth and prosperity of our business.

Company Mission Statement:
Tegrity Contractors strives for excellence in construction through relationships to bless others for the Glory of God.

Who We Are & What We Do

Tegrity Contractors Inc. (“Tegrity”) is a fully licensed General Contractor operating within the construction industry. Since our inception in 1998, Tegrity has been headquartered in the Dallas/Fort Worth area. Over the years, we have expanded our operations to encompass four additional branches, strategically located to serve the diverse regions of Texas, including Central Texas, East Texas, West Texas, and Houston. Presently, our East Texas and Houston branches are managed from our DFW location, with plans underway to establish physical offices in those regions by the conclusion of 2024.

At Tegrity, our primary objective is to cultivate enduring relationships with our clients. While we possess the requisite expertise to undertake a wide spectrum of construction projects, our team’s unwavering commitment to exceptional customer service sets us apart. While we function as a General Contractor, we firmly believe that our core business lies within the realm of the Customer Service Industry. Our paramount aim for every project is to deliver an unparalleled experience to our clients. Through our experience, we have observed that exceptional customer service coupled with exemplary performance on construction projects fosters enduring relationships.

Firm Profile

Firm name, address for local and home offices, telephone and fax numbers, and website URLs
Tegrity Contractors Inc.
202 N. Allen Drive, Suite E, Allen, Texas 75013
Office: 972.562.6060 Fax: 972.562.6064
www.tegrity-contractors.com

Identify the address, telephone and fax numbers, and website URLs of the firm's office that will be responsible for the project.
Tegrity Contractors Inc.
202 N. Allen Drive, Suite E, Allen, Texas 75013
Office: 972.562.6060 Fax: 972.562.6064
www.tegrity-contractors.com

Year the firm was established under the current name and the type of organization. List all former names under which the firm has operated.
Tegrity Contractors was established January 20, 1998 (26 years ago) under its current name.

List the firm's owners, principals and officers. Identify the principal-in-change and the Project Manager for the project and provide their contact information.
President- Trish Roulette
Trish@tegrity-contractors.com

Vice President and CEO- Roger Roulette
Roger@tegrity-contractors.com

Vice President and CCO - Brad Gibson
Brad@tegrity-contractors.com

Indicate total number of full-time staff assigned to the office responsible for this engagement. List by discipline and indicate how many are licensed (architects, engineers, construction administrators, etc.)
Tegrity Contractors has a total of 74 personnel. Of those employees, approximately 5-6 people will be involved with this specific project. Please see the following breakdown of personnel: 34 office personnel, 5 administrators, and 35 field personnel.

List professional services provided by the firm.
Tegrity Contractors is a general contractor that provides CMAR, renovation, design-build, and ground up construction services.

Outline any judgments, claims, mediation/arbitration proceedings, and/or lawsuits against the firm or its officer pertaining to similar services, in the past five (5) years and/or outstanding
There are currently two suits against Tegrity Contractors by Sub-Contractors who have not received their final payment from Tegrity. As a general practice, all Sub-Contractor contracts include agreements that Sub-Contractors will get paid once Tegrity gets paid.

Describe the firm's special qualifications, achievements, expertise, or any other relevant information applicable to the scope of services.
Tegrity Contractors feels the firm has the qualifications to successfully complete this project that is outlined in this package.

Firm Profile

Name of Firm: Tegrity Contractors Inc.

Address of Principal Office: 202 N Allen Dr. Suite E Allen, Texas 75013

Telephone and Fax: 972.562.6060 / 972.562.6064

Form of Business Organization (corporation, partnership, individual, joint venture, other?): S-Corporation

Year Founded: 1998

Primary Individual to Contact: Brad Gibson

2.2 How many years has your organization been in business in its current capacity? 26 years

2.3 How many years has your organization been in business under its present name? 26 years

2.3.1 Under what other or former names has your organization operated? N/A

2.4 If your organization is a corporation, answer the following:

2.4.1 Date of incorporation: January 20th 1998

2.4.2 State of incorporation: Texas

2.4.3 President's name: Trish Roulette

2.4.4 Vice-President's name(s): Roger Roulette

2.4.5 Secretary's name: Trish Roulette

2.4.6 Treasurer's name: Roger Roulette

2.8 Does your company principally work in the North Texas area? Yes

2.10 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Tegrity Contractors Inc. does not need to have a license to be a general contractor.

2.11 List jurisdictions in which your organization's partnership or trade name is filed. N/A

Licensing

Under Texas law, general contractors are not required to be licensed. However, all subcontractors engaged for this project will be fully licensed in accordance with state requirements.

Project Experience

Baytown WWTP Operations Building

PROJECT HIGHLIGHTS

- 2 Story Building
- Tilt Wall Construction
- 6,500 SF of new contruction
- Coordination with occupied building

Tegrity Contractors is spearheading the construction of the City of Baytown's Wastewater Treatment Plant (WWTP) Operations Building, a project essential for advancing municipal infrastructure. Key highlights include the integration of state-of-the-art control rooms, energy-efficient design elements, and robust safety systems to enhance operational effectiveness.
The project showcases Tegrity's expertise in complex utility construction, ensuring adherence to strict environmental and regulatory standards. Through strategic planning and strong partnerships, Tegrity is committed to delivering a facility that optimizes Baytown's wastewater

Project Reference

City of Baytown, Brandon Hong, 281.420.6545

Delivery Method:
Competitive Sealed Proposal

Type of Construction: New

Size of Project: 6,500 SF

Current Phase: In-Progress

Completion Date: December 2025

Construction Cost:
$ 4,997,777.00

Project Experience

UPLIFT CRESCENDO PREPARATORY

PROJECT HIGHLIGHTS

- On-Time Completion during COVID-19 Pandemic
- Elementary School Gymnasium
- Classrooms, Administrative Offices, Cafeteria
- 70,000 SF Ground Up Construction

Uplift Crescendo Preparatory, located in Fort Worth, TX, is a Charter School catering to grades K-5. The project involved the construction of 70,000 SF of new ground-up facilities.

Despite the challenges posed by COVID-19, this project is considered a remarkable success. Our dedicated team ensured a high level of safety while adhering to the project schedule. Despite significant unforeseen complications arising from the pandemic, Tegrity successfully completed the project on time.

Delivery Method: Competitive Sealed Proposal

Type of Construction: New

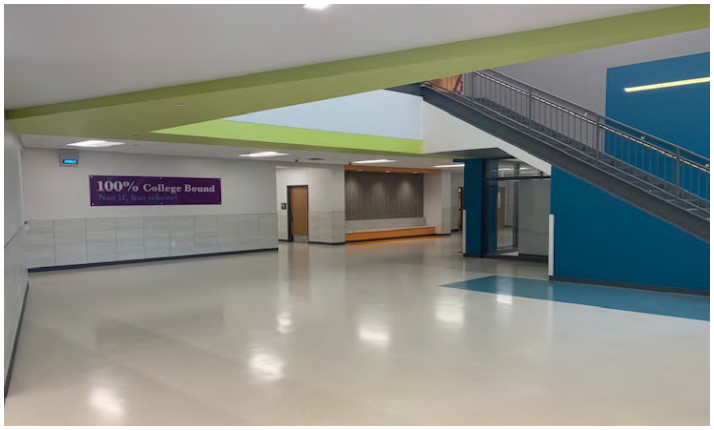
Size of Project: 70,000 SF

Current Phase: Completed

Completion Date: June 2021

Construction Cost (Original): $14,458,554

Construction Cost (Final): $14,955,202 (Owner Initiated)



Project Reference

PMSI TX | Eric Goodloe | 512.507.3315

HKS Architect | Brian Nelson | 214.969.5599

Project Experience

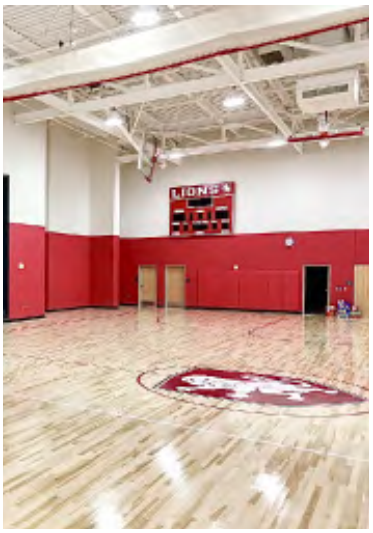
GREAT HEARTS LAKESIDE - PHASE 2

PROJECT HIGHLIGHTS

- Gymnasium Storm Shelter
- Tilt Wall
- Multi-Level Educaitonal Building
- Modern Finishes for Upper Educational Students

Tegrity has forged a strong relationship with the Great Hearts America Charter School Network to collaboratively undertake the Lakeside Phase 2 project, specifically tailored for upper division high school students. This joint endeavor underscores Tegrity's commitment to educational infrastructure development.

Lakeside Phase 2 is envisioned as a cutting-edge facility, aligning with Great Hearts' mission to deliver top-tier education. This project included all scopes of work that are tailored to ground up construction.



Delivery Method:
Competitive Sealed Proposal

Type of Construction: New

Size of Project: 45,000 SF

Current Phase: Completed

Completion Date: August 2023

Construction Cost (Original):
$13,627,331

Construction Cost (Final):
$14,620,234
(Owner Initiated)

Project Reference

Project Management Services Inc. | Eric Goodloe | 512.507.3315

HKS, Inc. | Jeff Nottingham |817.360.8596

Project Experience

UPLIFT ELEVATE PREPARATORY

PROJECT HIGHLIGHTS

- Multi Story Education Building
- New Standalone Gymnasium
- 74,564 SF Ground Up Construction
- Extensive Dirtwork, Utilities, and Drainage to Prep Site

Located in Fort Worth, TX, Uplift Elevate is a charter school serving grades Pre K - 10th grade. Uplift Education is the largest charter school network in Texas.

Scope of work included all aspects of ground up construction - utilities, drainage work, dirt work, and site preparation. Tegrity's Project Management team was able to complete this project on time for students to attend school.

Project Reference

PMSI TX | Eric Goodloe | 512.507.3315

HKS Architect | Brian Nelson | 214.969.5599

Delivery Method: Competitive Sealed Proposal

Type of Construction: New

Size of Project: 74,564 SF

Current Phase: Completed

Completion Date: August 2021

Construction Cost: $14,071,554

Construction Cost (Final): $14,113,405

Project Experience

CAMP COUNTY JAIL ADDITIONS AND RENOVATIONS

PROJECT HIGHLIGHTS

- Occupied Jail Renovation
- Difficult Grading Execution
- Upgraded Security Electronics
- Enhanced Security during Construction

Tegrity Contractors, in collaboration with DRG Architecture and the Camp County Commissioners Office, is working on an in progress construction project: a 15,000 SF ground-up addition to an operational jail facility.

This expansion, seamlessly integrated into the existing structure, aims to enhance the facility's capacity and functionality while prioritizing safety and efficiency. The project showcases a commitment to cutting-edge design and construction practices, meeting the unique needs of the community and law enforcement.

Project Reference

Camp County Judge | AJ Mason | 903.856.3845

DRG Architects | Eddie Pinnell |210.349.7950

Delivery Method:
Competitive Sealed Proposal

Type of Construction:
New and Renovation

Size of Project: 14,000 SF

Current Phase: Completed

Anticipated Completion Date:
August 2024

Construction Cost (Original):
$3,605,554

WIP

Baldwin Insurance & Bonding Agency, Inc.

WORK IN PROCESS ANALYSIS

CONTRACTOR: Tegrity Contractors,Inc.

PROJECT DESCRIPTION	CONTRACT AMOUNT	TOTAL COST	PERCENT COMP	COST TO COMPLETE	UNBILLED BALANCE
21-119 NTMWD	18,816,544	18,066,544	50.3%	8,986,678	9,762,709
22-80 City of San Marcos - Fire Training Facility	2,777,777	2,727,777	92.0%	219,151	336,697
22-86 Sam Rayburn ISD Classroom	2,845,777	2,725,777	98.6%	37,387	67,601
22-104 Clarksville ISD	16,935,619	14,935,619	94.4%	829,866	1,550,455
22-134 DFW Airport-DPS Gun Range Updates	8,271,554	7,871,554	70.4%	2,326,682	2,502,979
22-150 Dallas Water Utility	16,101,108	14,601,108	28.3%	10,461,870	11,436,896
22-184 Arlington ISD Short Elem Reno	4,212,662	4,062,662	91.1%	360,583	367,230
22-244 New Braunfels Fire Training Center	5,338,671	4,663,671	55.8%	2,062,254	2,446,483
23-25 Richardson - Spring Valley Rec Center	873,923	718,923	103.5%	(25,022)	12,876
23-30 Carrollton-Rosemeade Rec Center	7,205,609	6,755,609	57.4%	2,877,201	3,047,633
23-36 Boerne ISD Parking Lot	1,315,777	1,115,777	73.1%	299,839	403,018
23-37 RES Bastrop	4,858,645	4,458,645	64.5%	1,580,686	1,728,717
23-40 Camp County	3,605,554	2,705,554	86.7%	359,696	541,814
23-45 RES FCA Highschool of Conroe	6,277,777	5,427,777	86.7%	720,587	838,159
23-54 Uplift Summer 2023	3,616,998	2,516,998	68.0%	804,191	1,070,096
23-55 Birdville ISD Bobby Griggs	24,478,885	22,678,885	42.2%	13,116,800	13,592,320
23-86 Boerne ISD Aquatics Learning Center	8,707,777	7,957,777	33.0%	5,330,983	5,762,682
23-93 Uplift Infinity Front Entry	857,777	557,777	102.3%	(12,912)	3,816
23-103 Palestine Downton Reno	6,407,777	5,407,777	13.9%	4,656,908	5,580,447
23-111 Uplift Gradus	4,795,777	4,434,777	21.8%	3,470,095	3,500,650
23-117 Rivertree Academy	12,136,331	10,436,331	23.3%	8,002,178	9,100,529
23-123 Interurban Park	4,993,514	3,993,514	3.1%	3,870,837	4,837,490
23-147 Maxwell Office Building	2,469,777	2,249,777	14.8%	1,917,317	2,102,924
23-178 Uplift Hampton Track & Field	6,280,569	5,880,569	10.0%	5,294,107	5,542,449
TOTALS	**$174,182,179**	**$156,951,179**		**$77,547,962**	**$86,136,669**

NET UNDERBILLED:	**$127,741**
JOB BORROW	**NONE**
AVG GROSS PROFIT COMPLETED JOBS	**0.0%**
AVG GROSS PROFIT WORK UNDERWAY	**9.9%**

Project Personnel and Experience

Proposed Staff

ROGER ROULETTE
Chief Executive Officer

As Chief Executive Officer, Roger Roulette is responsible for leading the development of the companies long & short-term strategies. He directly oversees all operations, providing input and authorization as needed. He plays a very active role with clients to serve as the primary spokesperson for the company.

PROJECT EXPERIENCE HIGHLIGHTS

Bob E. Griggs High School Renovation
$24.5 M | Haltom City, TX

Clarksville ISD Multi Campus Renovation
$17.5 M | Clarksville, TX

Uplift Elevate Preparatory
$14.1 M | Fort Worth, TX

Uplift Crescendo Preparatory
$14.5 M | Fort Worth, TX

NTMWD Maintenance Facility
$18.5 M | Wylie, TX

Founders Classical Academy
$18.5 M | Conroe, TX

CALEB BEETS
Chief Operations Officer

As Chief Operations Officer, Caleb Beets is responsible for implementing strategic plans, evaluating operational performance, and fostering a culture of safety and quality throughout the organization. Caleb also oversees all company procedures and policies to ensure customer satisfaction.

PROJECT EXPERIENCE HIGHLIGHTS

Bob E. Griggs High School Renovation
$24.5 M | Haltom City, TX

NTMWD Maintenance Facility
$18.5 M | Wylie, TX

Great Hearts Lakeside
$14 M | Arlington, TX

Clarksville ISD Multi Campus Reno.
$17.5 M | Clarksville, TX

Dallas Water Utilities Service Operation
$16 M | Dallas, TX

Uplift Crescendo Preparatory School
$14.5 M | Fort Worth, TX

BRAD GIBSON
Chief Construction Officer

As Chief Construction Officer, Brad is responsible for assisting & guiding all construction personnel. He plays an active role with leadership development for all construction personnel. Brad will be readily available to Owners, Architects, & project personnel to ensure the success of every project.

PROJECT EXPERIENCE HIGHLIGHTS

Dallas Water Utilities Service
$16 M | Dallas, TX

Founders Classical Academy
$17.5 M | Prosper, TX

Founders Classical Academy
$14.5 M | Conroe, TX

NTMWD Maintenance Facility
$18.5 M | Wylie, TX

Great Hearts Lakeside
$14 M | Arlington, TX

Harmony Science Academy
$9.5 M | Cypress, TX

Resumes

Roger Roulette Jr
Director of Houston/Project Principle

CONTACT

469.450.6778

rhr@tegrity-contractors.com

EDUCATION

Liberty University
Bachelor of Science in Aeronautics

INDUSTRY EXPERIENCE

5 Years

TEGRITY EXPERIENCE

5 Years

CERETIFICATIONS

LEED Green Associate

WORK EXPERIENCE:

As the Houston Director, Roger is responsible for providing leadership and strategic direction to the East Texas region. He oversees the successful execution of construction projects, ensuring they are completed on time, within budget, and in compliance with quality and safety standards.

Roger is also responsible for building and maintaining client relationships, managing project budgets, developing and mentoring the team, and ensuring compliance with relevant regulations and codes. This role requires strong leadership, project management, and communication skills, as well as a deep understanding of the construction industry in Houston.

PROJECT EXPERIENCE (partial list)

Bob E. Griggs High School Renovation
$24.5 M | Haltom City, TX

Clarksville ISD Multi Campus Renovation
$17.5M | Clarksville, TX

Rosemeade Recreation Center Addition
$7.2 M |Carrollton, TX

Region 10 Spring Valley Renovation
$800,000 | Richardson, TX

TAPS Parking Lot
$397,777 | Sherman, TX

TVCC Parking Lot
$731,000 | Terrell, TX

Pilot Point Ice House Renovation
$1M | | Pilot Point, TX

Resumes

ANDREW GRIFFIN
PROJECT MANAGER

CONTACT
972.834.0231.
andrewg@tegrity-contractors.com

EDUCATION
Southern Methodist University

B.S. in Applied Mathematics

Minor in Mechanical Engineering

CERTIFICATION
Cal/OSHA 10
Certified IPC Specialist 610
Certified IPC Specialist 001F
ProCore Certified

REFERENCE
Lucas Groves
DFW Director
Tegrity Contractors
214.535.1875.
lucas@tegrity-contractors.com

WORK RESPONSIBILITIES:

As Project Manager, Andrew Griffin is responsible for overseeing all aspects of the building process to each project assigned to him. These responsibilities include scheduling, tracking project costs, and communicating with owner and architect personnel.

Andrew oversees all subcontractor coordination, material receiving, billing/invoicing, and conducts weekly OAC meetings. Andrew is a valuable team member and is an asset to every project he is involved in.

PROJECT EXPERIENCE (partial list)

- Tegrity Contractors Inc., Project Manager
  - Region 10 Renovation Project | $ 820,000 | Renovation | Rchardson, TX
- Parkway Construction & Architecture, Project Manager
  - Raising Canes Restaurant | $ 3.2 M | Ground Up | Carrollton, TX
  - Raising Canes Restaurant | $ 3.5 M | Ground Up | Noblesville, IN
  - Raising Canes Restaurant | $ 4.5 M | Ground Up | Columbia, MD
- Gold Medal Construction, Project Manager
  - Amenity Center | $ 10 M | Ground Up | Northlake, TX
  - Amenity Center Pool | $ 5 M | Ground Up | Bear Creek Lavon, TX
  - The Grove | $ 10 M | Ground Up | Frisco, TX
  - Star Trail | $ 8 M | Ground Up | Prosper, TX
  - Rowlett Trail Station | $ 5.1 M | Ground Up | Rowlett, TX
  - Midlothian Splashpad | $ 2 M | Ground Up | Midlothian, TX
  - The Realm | $ 4 M | Ground Up | Lewisville, TX
- Southlake General Contractors Inc., Assistant Project Manager/Superintendent
  - Circo Restaurant | $ 7 M | Renovation | Dallas, TX
  - Hillstone Restaurant Honor Bar | $ 5.3 M | Renovation | Dallas, TX
  - Hillstone R&D Kitchen | $ 5 M | Renovation | Dallas, TX
  - Houston Hillstone's | $ 5.5 M | Renovation | Addison, TX
  - Bottle Rocket Office | $ 1 M | Renovation | Addison, TX
  - VRM Office | $ 4 M | Renovation | Carrollton, TX
  - Comerica Bank | $ 2 M | Renovation | Plano, TX
  - Comerica Bank | $ 2.3 M | Renovation | Carrollton, TX
  - Comerica Bank | $ 4 M | Renovation | Frisco, TX
  - Comerica Bank | $ 2 M | Renovation | Dallas, TX
  - McKinney Avenue Transit Office | $ 200,000 | Renovation | Dallas, TX
  - Switch Office | $ 2 M | Renovation | Carrollton, TX

Resumes

KEITH DAVIS
SUPERINTENDENT

WORK EXPERIENCE:

As Superintendent, Keith is responsible for overseeing all day-to-day operations on site for his project. He has strong construction knowledge that ensures the quality of work performed on projects will meet required specifications.

Keith oversees all subcontractor coordination, plan conformity, and all jobsite safety. He effectively communicates with the Tegrity personnel, subcontractors, owners, architects, and high-level executives.

CONTACT

972.784.2010
keith@tegrity-contractors.com

EDUCATION

Collin Community College

YEARS OF EXPERIENCE

28 Years

REFERENCE

Homer Thompson
817.691.1258

Brad Gibson
Tegrity Contractors
214.727.2440

PROJECT EXPERIENCE (partial list)

NTMWD Maintenance Facility
$18.5 M | Wylie, TX

Uplift Cooks Preparatory
$14.1 M | Fort Worth, TX

Uplift Infinity Preparatory
Renovations
$1.1 M | Fort Worth, TX

Pilot Point Ice House
Renovation
$1 M | Pilot Point, TX

Northridge Presbyterian Church
$4.7 M | Dallas, TX

Culleoka Water District Adminitraton
Building
$1 M | Princeton, TX

Pre-Construction Services

As Tegrity Contractors, our construction management and execution plan for providing pre-construction services involves actively engaging with the owner and design team to ensure a seamless transition from design to construction. Our procedures and objectives for providing feedback regarding cost, schedule, and construction stability to the owner throughout the design process are as follows:

1. Constructability Review: Tegrity will conduct a thorough constructability review of the design documents to identify any potential conflicts, challenges, or inefficiencies in the design. Our experienced team will provide valuable input on design modifications that could enhance constructability, streamline construction processes, and optimize project costs.

2. Value Engineering: Our team will actively engage in value engineering exercises to identify alternative materials, systems, or methods that can provide cost savings while meeting project requirements. Tegrity will collaborate with the owner to evaluate the feasibility and effectiveness of proposed value engineering options.

To support these procedures and objectives, we will utilize various records, reports, estimates, monitoring systems, and information management systems, including:

1. Construction Cost Reports: These reports will outline the estimated costs for different project elements and provide detailed breakdowns of material, and equipment costs.
2. Value Engineering Reports: These reports will document the proposed value engineering options, their potential cost savings, and the associated impacts on project quality, schedule, and scope.
3. Schedule Updates: Regular schedule updates will be provided to the Architect and owner, highlighting key milestones, critical paths, and any identified risks or delays.
4. Constructability Review Reports: These reports will summarize the findings of the constructability review, including identified conflicts, recommended design modifications, and their impact on construction efficiency.
5. Information Management Systems: We will utilize construction management software or project management platforms to store and track project-related information, including documents, drawings, communications, and change orders.

This approach will enable us to address any design considerations or challenges promptly, optimize project costs, and establish a solid foundation for a successful construction project.

Construction Services

During the construction phase, establishing and maintaining project controls and administration requires effective strategies to ensure the project progresses smoothly. One crucial strategy is to establish clear and comprehensive subcontractor contracts that outline the scope, deliverables, payment terms, and milestones. Regular monitoring of subcontractor progress and performance against contractual obligations is essential, along with accurate tracking of subcontractor billings. This can be achieved through a systematic process of reviewing payment applications, change orders, and lien waivers.

To support project controls and administration, various records,
reports, monitoring systems, and information management systems can be utilized through Procore. These include maintaining an organized document management system to track and store project records such as contracts, drawings, specifications, and change orders. Construction scheduling tools can be used to monitor project activities, critical paths, and milestones. A centralized project management software enables efficient collaboration, document sharing, and storage ensures secure and accessible project documentation.

Managing record drawings involves maintaining accurate as-built
drawings that reflect any changes made during construction. Training plays a crucial role in ensuring project personnel and subcontractors understand project requirements, safety protocols, and quality standards. Effective punch list management involves creating a systematic process to document and track outstanding items or deficiencies. Regular updates to the punch list, assigning responsibilities, and monitoring progress are essential until all items are resolved.

Project closeout requires a comprehensive plan that outlines the
necessary steps and documentation for completion. A thorough review of project deliverables should be conducted to ensure all contractual requirements have been met. Closeout checklists, completion certificates, and warranty documentation serve as valuable records during this phase.

Financial Information

Financial Information Removed For Confidentiality.

Proposal included: Balance Sheets, Statements of Operations and Retained Earnings , and Statements of Cash Flows

AssuredPartners

500 N. Central Expressway, Suite 550
Plano, TX 75074
www.AssuredPartners.com

January 4, 2024

RE: Tegrity Contractors Inc. Bonding

To Whom It May Concern:

Please accept this letter on behalf of Tegrity Contractors as verification of their fine standing with our agency. We have bonded Tegrity for 20 years and they have demonstrated a proven ability to deliver quality projects on time and in an expeditious manner. We at Baldwin-Cox Agency consider it a privilege to have Tegrity as a client.

Tegrity is currently sufficiently supported by United States Fire Insurance Company, an A Rated (Excellent), and U. S. Treasury listed company. Subject to the normal review of contract terms and conditions and any related underwriting items at the time of the request, we will consider bonds up to the required single item limit of **$50MM** and an aggregate capacity of **$120MM**. These limits should be more than sufficient to support the requirements of the above referenced projects.

Any specific request for bonds will be underwritten on its own merits and any arrangement for bonds required by any contract is a matter between the contractor and the surety and we assume no liability to you or your third parties, if for any reason we do not execute these bonds. Bonds will be provided when the project/task order in question is agreeable to both parties and proper contracts are in place.

Again, we can highly recommend Tegrity Contractors to you, and would be happy to provide any additional information that you may require. Please feel free to contact me at any time at 972-331-3705.

Best Regards,

Attorney-In-Fact

United States Fire Insurance Company

Bonding Agent

Brent Baldwin | Assured Partners
500 N. Central Expressway, Suite 550
Plano, Texas 75074

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hotchkiss Insurance Agency, LLC 4120 International Parkway Carrollton TX 75007	**CONTACT NAME:** Dallas Certificates **PHONE (A/C, No, Ext):** 972-512-7700 **FAX (A/C, No):** 972-512-7799 **E-MAIL ADDRESS:** certs@hiallc.com
INSURED TEGRCON-01 Tegrity Contractors Inc. 202 N Allen Dr., Ste E Allen TX 75013	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Texas Mutual Insurance Company / 22945 **INSURER B :** Cincinnati Casualty Company / 28665 **INSURER C :** Travelers Property Casualty Co of Amer / 25674 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1168093673 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			EPP0320147	4/10/2024	4/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EBA0320147	4/10/2024	4/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B C	X **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			EPP0320147 EX-5W871112-24-NF	4/10/2024 4/10/2024	4/10/2025 4/10/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001153858	4/10/2024	4/10/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Equipment Floater Installation Floater			EPP0320147 EPP0320147	4/10/2024 4/10/2024	4/10/2025 4/10/2025	Rented 100,000 Limit 1,000,000	Deductible 500 Deductible 1,000

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

The general liability policy includes a blanket additional insured endorsement (CG 2010 12/19, CG 2037 12/19, GA233TX 09/20 and G472 05/20) when required by written contract.
The general liability policy includes a blanket waiver of subrogation endorsement (GA 233TX 09/20) when required by written contract.
The general liability policy includes a special endorsement with Primary and Noncontributory wording as required by written contract, (GA233TX 09/20).
The general liability policy includes an endorsement providing 30 days notice of cancellation to the certificate holder, except for 10 days notice for nonpayment of premium - per (IA 4087 08/11)

Trisha Roulette is excluded from Workers Compensation.
See Attached...

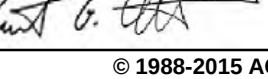
CERTIFICATE HOLDER

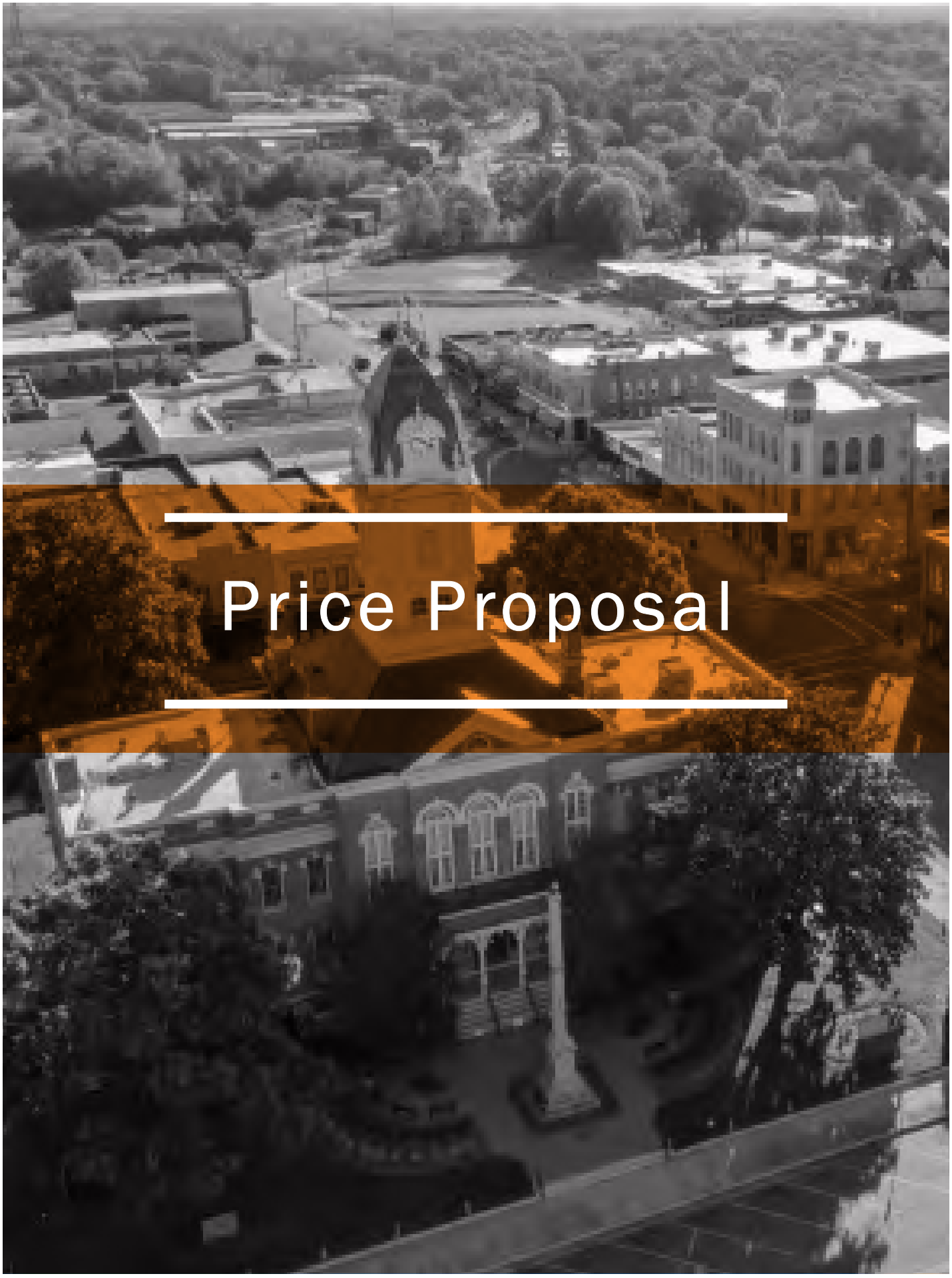
Tegrity Contractors, Inc
202 N Allen Drive, Suite E
Allen TX 75013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





Price Proposal

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: Tegrity Contractors Inc.

B. Project Name: City of West University Place Public Works Campus RFP ADMIN24-16.

C. Project Location: 5004 Dincans Houston, Texas.

D. Owner: City of West University Place.

E. Architect: PGAL, Inc.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by PGAL dated July 2024 and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. ten million eight hundred seventy seven thousand seven hundred seventy seven Dollars ($ 10,877,777) Total Base Bid for the Public Works Campus.

1.3 ALTERNATES

A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.

B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."

C. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Sum.

D. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within **60** days of the Notice of Award unless otherwise indicated in the Contract Documents.

E. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time.

F. List of Alternates:

G. Alternate No. 1 (Underground Fuel Tank): Provide underground fuel tank in lieu of above ground fuel tank shown on the drawings.

one hundred sixty seven thousand seven hundred seventy seven
Add/Deduct _____ Dollars ($ 167,777).

1.4 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work by January 12, 2026.

B. The undersigned Bidder proposes and agrees to complete the Work of the Contract Documents within contract schedule.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 10.23.2024.
2. Addendum No. 2, dated 10.31.2024.
3. Addendum No. 3, dated 11.05.2024.
4. Addendum No. 4, dated 11.08.2024.
5. Addendum No. 5, dated 11.14.2024.
6. Addendum No. 6, dated 11.15.2024.
7. Addendum No. 7, dated 11.19.2024

1.6 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Harris County, Texas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 HOUSE BILL 1295

A. The contractor will be required to file a disclosure of interest report required by House Bill 1295 with Texas Ethics Commission prior to executing agreement with the City.

1.8 BID BOND

A. The undersigned shall provide a bid bond for 5% of the total bid amount with the bid payable to City of West University Place. The Contractor shall submit the Bid Bond on AIA A310 -2010 form.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 20th day of November, 2024.

B. Submitted By Tegrity Contractors Inc. (Name of bidding firm or corporation).

C. Authorized Signature: _____ (Handwritten signature).

D. Signed By: Brad Gibson (Type or print name).

E. Title: Vice President & CCO.

F. Street Address: 202 N. Allen Drive Suite E.

G. City, State, Zip Allen, Texas 75013.

H. Phone: 972.562.6060.

I. License No.: N/A.

END OF DOCUMENT 004113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Tegrity Contractors, Inc.
202 N. Allen Drive, Suite E
Allen, TX 75013

SURETY:
(Name, legal status and principal place of business)
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER:
(Name, legal status and address)
City of West University Place
5004 Dincans Street
Houston, TX 77005

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid ($ 5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Public Works Campus
5004 Dincans Street
Houston, TX 77005

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of November, 2024.

(Witness)	Tegrity Contractors, Inc. *(Principal)* *(Seal)*
	(Title) Vice President / CEO
(Witness) Debra Robinson	United States Fire Insurance Company *(Surety)* *(Seal)*
	(Title) Yamillec Ramos, Attorney-in-Fact

TEGRITY CONTRACTORS, INC. CORPORATE SEAL

Init.
/

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02485

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox,
Russ Frenzel, John A. Aboumrad, Yamillec Ramos, Cynthia Alford, Neira Hernandez, Kristi Meek

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey}
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO
NOTARY PUBLIC OF NEW JERSEY
Commission # 50125833
My Commission Expires 4/7/2025

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20th day of November 20 24.

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President

CRUM & FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Steven Krumm** for information or to make a complaint at:

Steven.Krumm@cfins.com

or

215-982-3528

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	11
Approved by City Manager	Yes	**Presenter(s)**	B. Cast, Asst. Director
Reviewed by City Attorney	N/A	**Department**	Public Works
Subject	Bellaire Elevated Storage Tank (EST) Evaluation Update		
Attachments	1. Presentation 2. Pittsburg Tank & Tower Report 3. Acuren Group Report		
Financial Information	Expenditure Required:	None	
	Amount Budgeted:	None	
	Account Number:	None	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

The Bellaire Elevated Storage Tank (EST) was constructed in 1935 with a designed capacity to hold 250,000 gallons of water. The purpose of an EST is one storage capacity for the water system and secondly an EST helps the City's water system maintain consistent water pressure throughout the south side of the City.

During the discussion on improvements to the City's water system, the City Council requested a thorough evaluation of the Bellaire EST that would assist in determining the next steps with the EST.

This evaluation included inspection services from two vendors who specialized in EST condition assessment– Pittsburg Tank & Tower and the Acuren Group

- **Pittsburg Tank & Tower** assessed the interior tank as well as the exterior to review all structural, sanitary, safety, security, and coating conditions.
    - Attached is the written report of findings and recommendations.
        - Replace interior access ladders, roof access ladder and riser access ladder
        - Install new safety climb rails at all ladders
        - Remove and replace roof vent
        - Perform an interior cleanout (completed in 2024)
    - Inspection Findings:
        - Elevated storage tank is generally in good condition and has been well maintained
        - Identified deficiencies in safety and access equipment

- **Acuren Group** completed an inspection and structural evaluation to confirm if the water tower met the structural design requirements of M42 American Water Works Association Manual for Steel Water Storage Tanks standards and the American Society of Civil Engineers /SEI 7-2022 for standards related to Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
    - Attached is the engineering report outlining the following:
        - Identified any deficiencies, distress, defects, or areas of concern.
        - Identified and assessed critical loading conditions and scenarios discovered in the analysis.
        - Identified any structural loss resulting from deterioration or fatigue.
        - Summarized overall condition of inspected items.
        - Provided recommendations to be considered for the global structural health of the tank and tower.

Based upon the results of the evaluations, the City included funds in the 2025 Budget to address items identified in the reports for the next five (5) years that would be in additional to annual tank maintenance.

The repairs are currently scheduled to begin in March 2025.

Recommended Action

Discuss and provide feedback.

Bellaire EST Evaluation Update

Council Presentation

January 13, 2025

City of West University Place

IDS Engineering Group

Bellaire EST Evaluation

- In November 2023, Council Authorized a detailed evaluation of the EST to better understand its condition and remaining life expectancy

- 2 vendors reviewed tank and provided evaluation reports
  - Remote Operated Vehicle (ROV) Inspection (Pittsburg Tank & Tower)
  - Structural Evaluation (Acuren Group)

Bellaire EST – Constructed in 1935

IDS Engineering Group

ROV Inspection by Pittsburg Tank & Tower (PTT)

- Checked for deficiencies and if tank meets inspection requirements of OSHA, EPA, AWWA and NFPA.
- Reviewed all structural, sanitary, safety, security, and coating conditions.
- Items examined included ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatch, and external overflow.
- Identified corrective recommendations.

Feedback & Recommendations

- PTT noted that the water tank has been well maintained over its life
- Recommended Maintenance Work :
  - Replace interior access ladders, roof access ladder and riser access ladder
  - Install new safety climb rails at all ladders
  - Remove and replace roof vent
  - Perform and interior cleanout (Completed in 2024)
- 2025 Budget includes $100,000 in funding
- Work to be completed in 1Q 2025

IDS Engineering Group

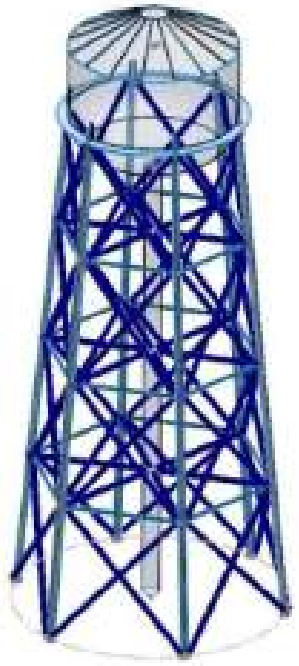
Structural Evaluation by Acuren Group

- Identify any critical deficiencies, distress, defects, or areas of concern.
- Identify and assess critical loading conditions and scenarios discovered in the analysis.
- Identify any structural loss resulting from deterioration or fatigue.
- Commentary on the overall condition of inspected items.
- Commentary and recommendations considering the global structural health of the tank and tower.

Report Conclusions

- The EST does not conform to current design standards which is expected based upon its age
- The original design considered single direction loading (compression) while current standards require a combination of compression and bending stresses be accounted for
- In consideration of the EST's age and original design standards, the structure has performed exceptionally well, credited to the well-maintained nature of the structure.

ACUREN



IDS Engineering Group

Report Conclusions

- The EST is unlikely to suffer any structural failure in the short term, 5-6 years.
- If a longer service period is desired, approximately 10+ years, the following remedial actions would be needed, these actions are beyond our current project and exceed typical annual maintenance activities:
  - Replace interior and exterior coating systems
  - Develop and implement structural design modifications/structural additions to the EST
  - Reduce storage volume of the tank as feasible and maintain system pressures

Next Steps for Bellaire EST

- Complete identified work scheduled for March 2025
- Perform annual TCEQ inspections of tower
- Based on 10-year Capital Improvement Project to replace the EST, design in 2029 and construction to begin in 2030

IDS Engineering Group

Questions

PITTSBURG TANK & TOWER GROUP
MAINTENANCE DIVISION Since 1919

1 Watertank Place
PO Box 1849
Henderson, KY 42419
P: (270) 826-9000
F: (270) 767-6912
www.pttg.com

IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, Texas 77040
RE: IDS Engineering Group
250,000 Gallon EWT
October 18, 2023
Robert Swanson
Design Engineer
(832) 590-7257
Job No. 323610

Photo shows the tank is secured with fencing. There is no signage on the fence. We recommend posting a **Warning, Tampering With This Facility is a Federal Offense** (US code title 42, section 300i-1) sign and a **No Trespassing** sign.

Photo shows the condition of the foundations. AWWA D100-21; 12.7.1 states, "The tops of the concrete foundations shall be a minimum of 6 in. (152 mm) above the finished grade, unless otherwise specified. The foundations are currently in pits. If the pits are not equipped with drains, we recommend clearing the block, dirt, debris and other loose gravel away from the tank foundations, down to a minimum 6" below top of foundations. This should be done by a local excavating company.

Photo shows the condition of the tank site. **Notice the vegetation growth around the tank foundations.** This could lead to deterioration of the structural components of the tank. OSHA 1910.176(c) states, “Storage areas shall be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage. Vegetation control will be exercised when necessary.” We recommend removing the vegetation from around the tank foundations. This should be done by others.

Photo shows the tank has no grounding system. We recommend installing two (2) grounding assemblies.

Photo shows the existing drain valve, which appear to be in good condition.

Photo shows the condition of the 24” riser manway. The riser manway requires the following to be in compliance with AWWA D100-21; 5.4.4: Steel riser manhole and OSHA 1910.146(c)(2) Confined spaces.

We recommend:

Post **Confined Space Entry** sign

Photos show the 6” overflow pipe system, which appear to be in good condition.

Tower access ladder in above photos is equipped with anti-skid rungs, but is only 14” wide. OSHA 1910.23(b)(4) states, “Ladder rungs, steps, and cleats have a minimum clear width of… 16 inches (41 cm) (measured before installation of ladder safety systems) for fixed ladders… ” We recommend installing an OSHA compliant tower access ladder complete with standoffs every 10' on center, a cable type ladder safety device, a lockable ladder guard to prevent unauthorized access and posting a **Fall Protection Required** sign at the base of the ladder.

Photo shows the condition of the lattice legs. We recommend installing climbing guards, on all legs, to prevent unauthorized access.

Photo shows the condition of the windage rods, which appear to be in tune and properly adjusted.

Photo shows the condition of the stay rod bands. We recommend removing the stay rod bands, repairing any defective or deteriorated areas on the riser pipe where the bands were attached, replacing the bands with clips, reattaching the stay rods to the riser clips, then adjusting the stay rods, as needed, to withstand 100 mph winds blowing from any direction.

Photo shows the riser pipe and bowl connection, which appears to be in good condition.

Photo shows the tank balcony is not equipped with a required handrail system for fall protection. OSHA 1910.29(b)(1) states, “The top edge height of top rails, or equivalent guardrail system members, are 42 inches (107 cm), plus or minus 3 inches (8 cm), above the walking-working surface.” We recommend installing a swing gate at the opening in the handrail at the junction of the balcony access ladder and structural girder.

Photo shows the opening in the balcony floor, which is equipped with a hinged cover and appears to be in good condition.

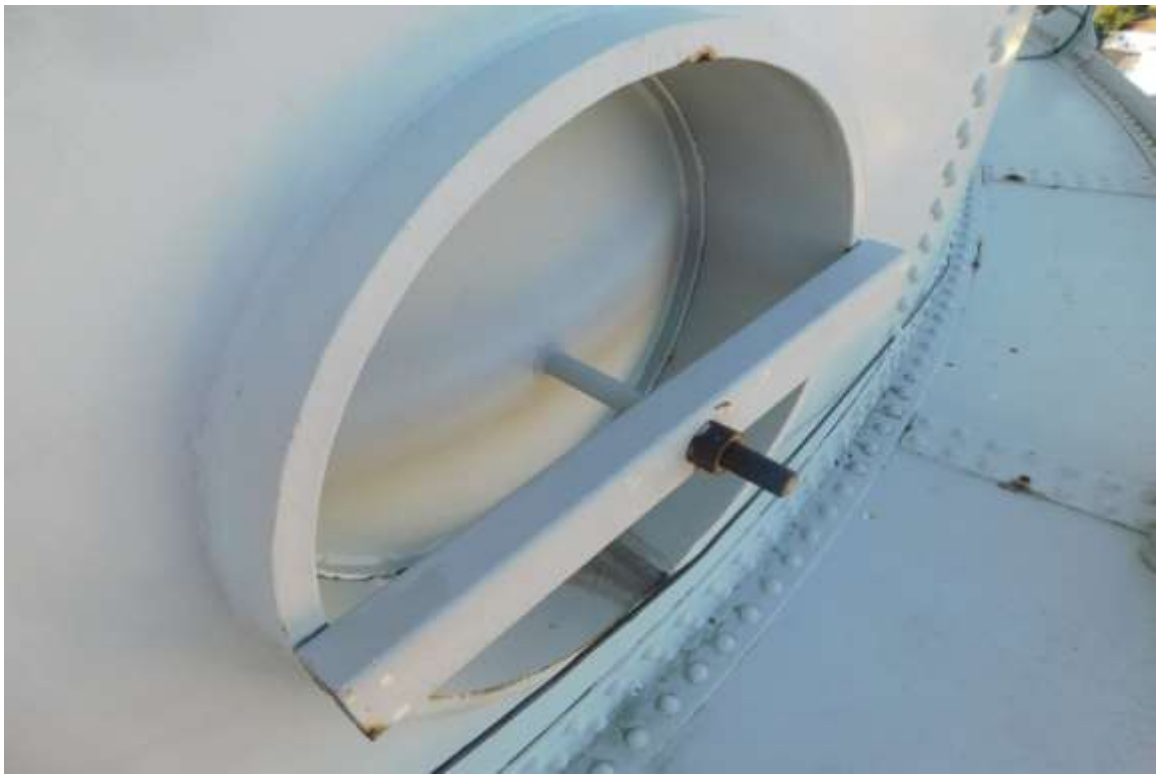


Photo shows the condition of the 24” primary shell manway. The following is required for the tank to be in compliance with AWWA D100-21; 7.4.4 Shell manholes, NFPA 22-2018; 14.7.2.1.1 and OSHA 1910.146(c)(2) Confined spaces.

We recommend:

Install 30” secondary shell manway 180º from primary manway
Post **Confined Space Entry** sign

We further recommend installing OSHA compliant interior bowl access ladders complete with standoffs every 10’ on center, and cable type ladder safety device at the suggested secondary shell manway.

**In cold climates it’s up to the owner’s discretion on placement of internal ladders.*

Primary interior bowl access ladder in above photo is equipped with anti-skid rungs, but is only 14" wide. OSHA 1910.23(b)(4) states, "Ladder rungs, steps, and cleats have a minimum clear width of… 16 inches (41 cm) (measured before installation of ladder safety systems) for fixed ladders… " We recommend installing an OSHA compliant interior bowl access ladder complete with stand-offs every 10' on center, and a cable type ladder safety device at the primary shell manway.

**In cold climates it's up to the owner's discretion on placement of internal ladders.*

Photo shows the posthead connections. The postheads secure the column legs to the tank shell and support the tank's live and dead load. The postheads have been welded around the circumference of the posthead-to-shell connections for reinforcement and appear to be in good condition.

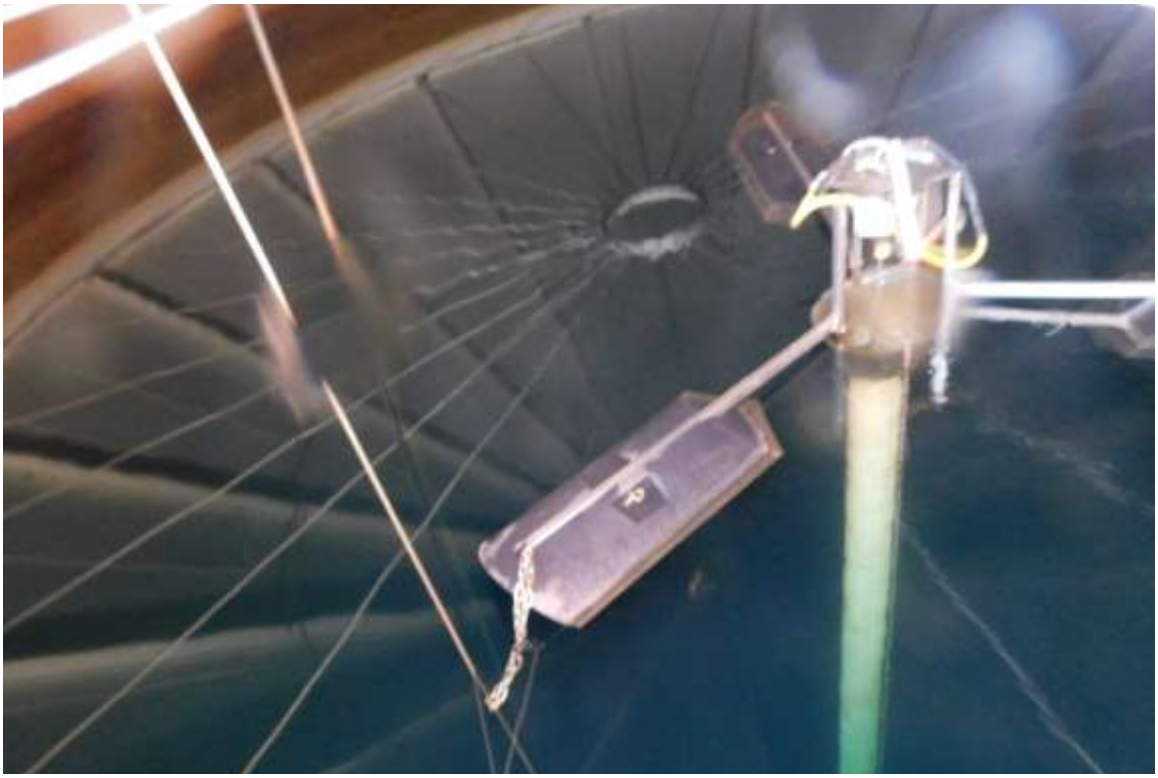


Photo shows the condition of the liquid level indicator. NFPA 25-2020; 9.3.1* states, “Level indicators shall be tested every 5 years for accuracy and freedom of movement.” We recommend cleaning and lubricating all moving parts on the liquid level indicator for preventative maintenance, then adjusting and calibrating the unit.

Shell-to-knuckle roof access ladder in above photo is equipped with anti-skid rungs, but is only 14” wide. OSHA 1910.23(b)(4) states, “Ladder rungs, steps, and cleats have a minimum clear width of… 16 inches (41 cm) (measured before installation of ladder safety systems) for fixed ladders,… ” We recommend installing an OSHA compliant shell-to-knuckle roof access ladder complete with standoffs every 10' on center, and a cable type ladder safety device.

Photo shows the tank roof edge is not equipped with a required handrail system for fall protection. OSHA 1910.28(b)(1)(i) states, "...the employer must ensure that each employee on a walking-working surface with an unprotected side or edge that is 4 feet (1.2 m) or more above a lower level is protected from falling by one or more of the following: 1910.28(b)(1)(i)(A) Guardrail systems." We recommend installing an OSHA compliant 42" high handrail system around the circumference of the tank roof, complete with intermediate rail, toeboard and a swing gate at the junction of the shell-to-knuckle roof access ladder and tank roof.

Photo shows the condition of the 30” primary roof hatch. Roof openings on this tank require the following to be in compliance with AWWA D100-21; 5.4.3 Roof openings and OSHA 1910.146(c)(2) Confined spaces.

We recommend:

Install 30” secondary roof hatch 180° from primary hatch
Post **Confined Space Entry** signs
Install lock on both primary and suggested secondary roof hatch

We further recommend installing OSHA compliant interior access ladder complete with a standoff every 10' on center, and cable type ladder safety device at the suggested secondary roof hatch.

**In cold climates it’s up to the owner’s discretion on placement of internal ladders.*

Primary interior access ladder in above photo is equipped with anti-skid rungs, but is only 14" wide. OSHA 1910.23(b)(4) states, "Ladder rungs, steps, and cleats have a minimum clear width of… 16 inches (41 cm) (measured before installation of ladder safety systems) for fixed ladders… " We recommend installing an OSHA compliant interior access ladder complete with standoffs every 10' on center, and a cable type ladder safety device at the primary roof hatch.

**In cold climates it's up to the owner's discretion on placement of internal ladders.*

Photos show the condition of the existing 12" roof vent. EPA SCWDA Drinking Water Act Violation EPA August 15, 2002, 2.1 Potential Health Impacts 2.1.2 Pathogen Contamination and Microbial Growth states, "Microbial contamination from birds or insects is a major water quality problem in storage tanks. . .these stem from design problems with roof hatch systems and vents that do not provide a watertight seal." This vent is allowing the ingress of rain and wind-borne contaminants into the water system. We recommend replacing the existing roof vent with a vacuum-pressure, frost proof vent and screen.

This work should be performed on an emergency basis.

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Photos show the tank exterior coating system. The overall exterior coating system appears to be in good condition. We recommend re-evaluating the tank exterior at next inspection cycle.

Photo shows the condition of the spider rods and hub assembly. The assembly does not affect the structural integrity of the tank, it was for erection purposes only. We recommend removing the spider rod assembly from the tank.

Photo shows the interior roof lap seams, which appear to be in good condition.

Photo shows the mixing system on the tank interior, which appears to be in good condition.

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Photos show sediment in the tank. We recommend performing a dry interior cleanout in order to prevent contamination issues associated with excessive sediment buildup.

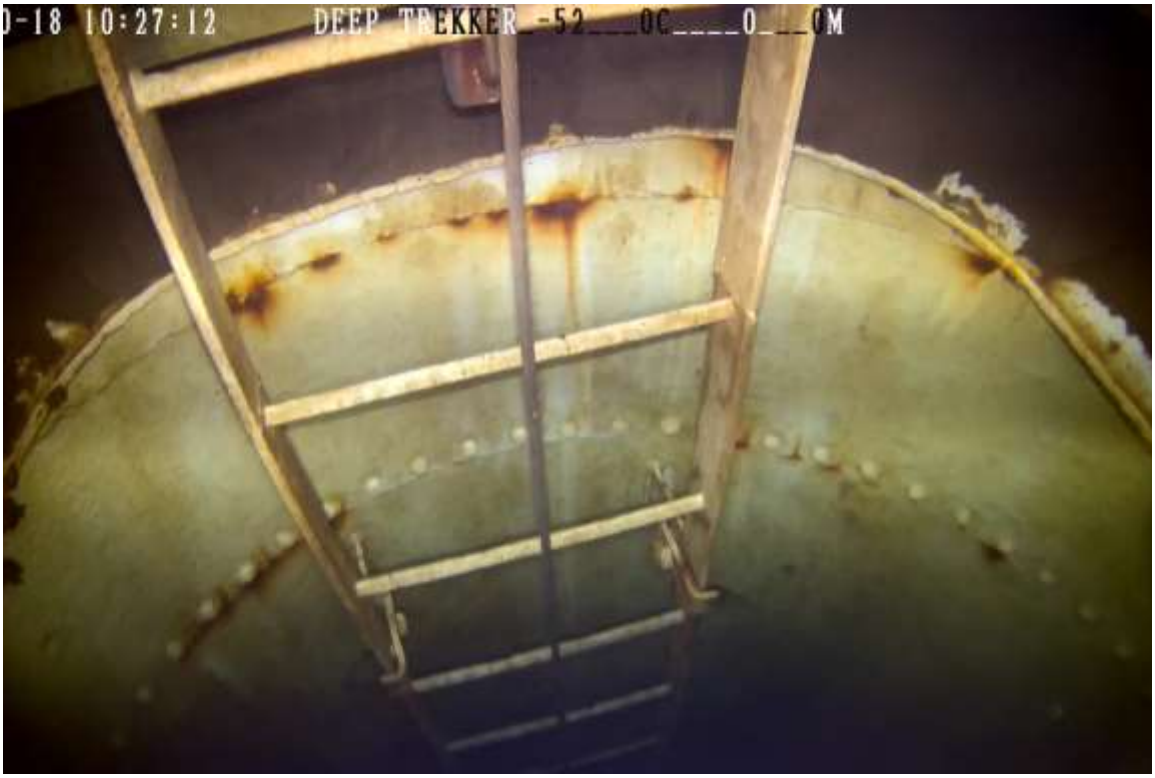
This work should be performed on an emergency basis.

**Please note price for interior cleanout is based on removing 1" – 3" of sediment. Any additional accumulation discovered will be removed in the amount of $300 per hour. In the event the tank has to be drained, tank will need to be drained by the owner, prior to our arrival.*

We further recommend installing a passive cathodic protection system.

Due to the slope of the tank, a robotic in-service cleanout cannot be performed.

Photo shows the condition of the riser pipe opening. AWWA D100-21; 5.1.1: Safety grill states, “A safety grill at the top of the riser shall be provided when specified.” The riser opening is not equipped with a safety grill. We recommend installing a compliant safety grill, designed for fall protection, over the riser opening to bring the tank in compliance with AWWA D100-21; 5.1.1: Safety grill and OSHA 1910.28.



Interior riser access ladder in above photo is equipped with anti-skid rungs, but is only 14" wide. OSHA 1910.23(b)(4) states, "Ladder rungs, steps, and cleats have a minimum clear width of… 16 inches (41 cm) (measured before installation of ladder safety systems) for fixed ladders… " We recommend installing an OSHA compliant interior riser access ladder complete with standoffs every 10' on center, and a cable type ladder safety device.

**In cold climates it's up to the owner's discretion on placement of internal ladders.*

Photos show the tank interior riveted seams. We recommend cleaning the interior seams then, as needed, applying a high solids CIM 1061 rubberized coating to all seams on the tank interior. This coating allows up to 350% elongation due to contraction and expansion caused by thermal shifts as well as filling and draining of the tank. All seams will be dry prior to application for proper adhesion. CIM is a flexible coating that also responds to potential leaks. This product is applied thicker than most coatings at up to 30 mils resulting in longer life.

Beginning Jan. 1, 2023 all new interior coating systems for potable water tanks must adhere to the new NSF 600 regulations.

Elevated steel water tanks date back to the 1860's. The transition from rivets to welding started in the early 1930's. There are many steel storage tanks across America that are in service at the age of 100. Short of catastrophic events, such as tornados and earthquakes, the life of a steel tank is derived from its maintenance cycles. Metal absent of protective lining begins the deterioration process. Our inspection of your tank confirms that your tank has been well maintained over its life. Ultrasound metal thickness reading, and visual inspection confirm the tank has not experienced metal loss in any sufficient manner. The support structure is configured of closed back lattice legs, horizontal struts and windage rods, all of which are in good working order. The tank container is in good condition. We found no evidence of leaks in the rivet seams; the roof lap seams are not experiencing separation of rust between the laps.

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ELEVATED TANK INSPECTION REPORT

JOB NO: 323610 INSPECTOR: Jadal Fletcher (KB)

TANK OWNER: IDS Engineering Group

OWNER'S REPRESENTATIVE: Robert Swanson

TITLE: Design Engineer

MAILING ADDRESS: 13430 Northwest Freeway, Suite 700, Houston, Texas 77040

PHYSICAL ADDRESS: 13430 Northwest Freeway, Suite 700, Houston, Texas 77040

E-MAIL: rswanson@idseg.com

CITY, STATE: Houston, Texas ZIP: 77040 COUNTY: Harris County

TELEPHONE: (832) 590-7257 FAX: Not Provided

LOCATION OF TANK: 3709 Bellaire Boulevard, Southside Place, Texas 77025

IDS Engineering Group
13430 Northwest Freeway, Suite 700
Houston, Texas 77040
October 18, 2023
Robert Swanson
Design Engineer
(832) 590-7257

ORIGINAL CONTRACT NO: Not Provided YEAR BUILT: Not Provided

ORIGINAL MANUFACTURER: Not Provided CAPACITY: 250,000 Gallon

DATE OF LAST INSPECTION: July 26, 2021 TYPE: Potable

HIGH WATER LEVEL: 143'-0" LOW WATER LEVEL: 121'-2"

DIAMETER: 40'-1" HEAD RANGE: 22'-2"

TYPE CONSTRUCTION: WELDED: RIVETED: X BOLTED:

ACCOUNT EXECUTIVE: Nicci Sheridan

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Testing	Exterior	Interior
Lead	Negative	Negative

Mil Thickness Testing							
Roof	15.3	19.9	11.7	19.1	17.9	17.9	19.3
	16.9	11.7	29.3				
Shell 3	16.0	14.8					
Shell 2	12.5	17.0					
Shell 1	13.8	14.7					
Leg	**1**	**2**	**3**	**4**			
	11.6	26.0	25.8	10.8			
	8.5	26.9	9.9	7.7			
	19.2	25.5	15.9	11.6			
	19.7	22.8	13.9	12.0			
Riser	14.3	14.2	9.7	10.8	13.8		

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Ultrasonic Thickness Testing							
Roof	.261	.265	.279	.286	.280	.274	.272
	.303	.279	.275				
Shell 3	.380	.369					
Shell 2	.377	.388					
Shell 1	.321	.325					
Leg	**1**	**2**	**3**	**4**			
	.438	.481	.328	.370			
	.435	.432	.332	.370			
	.437	.469	.345	.367			
	.434	.460	.330	.372			
Riser	.376	.380	.374	.390	.399		

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Page #	Work Proposed	Critical Deficiency	NON-Critical Deficiency	OSHA	Structural	Preventive Maintenance
2	Post a No Trespassing sign.		X			
	Post a Warning, Tampering With This Facility is a Federal Offense (US code title 42, section 300i-1) sign.		X			
3	Clear any dirt, debris and other loose gravel away from the tank foundation, down to a minimum 6" below top of foundation. This should be done by a local excavation company.					X
4	Remove the vegetation from around the tank foundations. This should be done by others.			X		
5	Electrically ground the tank.		X	X		
7	Post Confined Space Entry sign on riser manway.			X		
9	Replace the existing exterior tower access ladder with a compliant ladder complete with standoffs every 10' on center.	X		X		
	Install a cable type ladder safety device on exterior tower access ladder.			X		
	Install a lockable ladder guard on exterior tower access ladder.					X
	Post Fall Protection Required sign at base of exterior tower access ladder.			X		
10	Install climbing guards on all legs .					X
12	Remove the stay rod bands, repair any defective or deteriorated areas on the riser pipe where the bands were attached, replace the bands with clips, reattach the stay rods to the riser clips, then adjust stay rods as needed.				X	
14	Install a swing gate at the junction of the tower access ladder and structural girder.			X		
16	Install 30" secondary shell manway 180° from primary manway.		X	X		
	Post Confined Space Entry signs on primary and secondary shell manways.			X		
	Install maintenance free galvanized steel bolts on primary shell manway.					X
	Install compliant interior bowl access ladders complete with standoffs every 10' on center at the suggested secondary shell manways. *In cold climates it's up to the owner's discretion on placement of internal ladders.*			X		
	Install a cable type ladder safety device on secondary interior bowl access ladder.			X		

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Page #	Work Proposed	Critical Deficiency	NON-Critical Deficiency	OSHA	Structural	Preventive Maintenance
17	Replace the existing primary interior bowl access ladder with a compliant ladder complete with standoffs every 10' on center. *In cold climates it's up to the owner's discretion on placement of internal ladders.*	X		X		
	Install a cable type ladder safety device on primary interior bowl access ladder.			X		
19	Clean and lubricate all moving parts on the liquid level indicator, then adjust and calibrate the unit.					X
20	Replace the existing shell-to-knuckle roof access ladder with a compliant ladder complete with standoffs every 10' on center.	X		X		
	Install a cable type ladder safety device on the shell-to-coned roof access ladder.			X		
21	Install a compliant 42" high handrail system around the circumference of the tank roof, complete with intermediate rail, toeboard and a swing gate at the junction of the shell-to-knuckle roof access ladder and tank roof.			X		
22	Install 30" secondary roof hatch 180° from primary hatch.		X	X		
	Post Confined Space Entry signs on primary and secondary roof hatches.			X		
	Install lock on primary and suggested secondary roof hatch.					X
	Install compliant interior access ladders complete with standoffs every 10' on center at the suggested secondary roof hatches. *In cold climates it's up to the owner's discretion on placement of internal ladders.*			X		
	Install a cable type ladder safety device on secondary interior access ladder.			X		
23	Replace the existing primary interior access ladder with a compliant ladder complete with standoffs every 10' on center. *In cold climates it's up to the owner's discretion on placement of internal ladders.*	X		X		
	Install cable type ladder safety devices on primary interior access ladders.			X		

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Page #	Work Proposed	Critical Deficiency	NON-Critical Deficiency	OSHA	Structural	Preventive Maintenance
24	Replace the existing roof vent with a vacuum-pressure, frost proof vent and screen. This work should be performed on an emergency basis.	X			X	
25	Re-evaluate the tank exterior at next inspection cycle.					X
26	Remove the spider rod assembly from the tank.					X
29	Perform a dry interior cleanout, up to 3" of sediment. ***Due to the slope of the tank, a robotic in-service cleanout cannot be performed.*** This work should be performed on an emergency basis. Additional accumulation will be $300 per hour to remove. In the event the tank has to be drained, it should be drained by the owner prior to our arrival.	X				
	Install a passive cathodic protection system.					X
30	Install a compliant safety grill over the riser pipe opening.			X		
31	Replace the existing interior riser access ladder with a compliant ladder complete with standoffs every 10' on center. *In cold climates it's up to the owner's discretion on placement of internal ladders.*	X		X		
	Install a cable type ladder safety device on interior riser access ladder.			X		
32	Clean the interior seams then, as needed, apply a high solids CIM 1000 rubberized coating to all seams on the tank interior.					X

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12271 Horseshoe Way
Richmond, BC, Canada V7A 4V4
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Phone: 604.275.3800
Fax: 604.274.7235

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STRUCTURAL ANALYSIS
CITY OF WEST UNIVERSITY
ELEVATED WATER TANK & SUPPORT STRUCTURE

REVISION 2

Prepared for:

IDS ENGINEERING GROUP INC.
13430 NORTHWEST FREEWAY, SUITE 700
HOUSTON, HARRIS COUNTY, TEXAS 77040
USA

Attention: Carol D. Harrison, P.E, PMP, ENV SP

File Number: 605-J113069
EGBC Permit Number: 1001973
Date: August 20, 2024

Jeffrey Lai, P.Eng.
jeffrey.Lai@acuren.com
604-209-4498

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LIST OF TABLES

LIST OF FIGURES

1.0 INTRODUCTION

IDS Engineering Group Inc. (IDS) has engaged Acuren Group Inc. (AGI) to conduct a structural assessment for the Ø 40' x 30' elevated water tank (Approx. 155' high) located in Southside Place, Texas, USA. The elevated water tower was originally constructed in 1935 to an unknown code and unknown environmental loading conditions. The purpose of the structural review is to determine if the tower and vessel in its current condition is suitable for continued service based on current structural code and environmental loading requirements.

2.0 BACKGROUND

2.1 Water Tank & Support Structure Construction and Past Inspection Summary

The elevated water tank and support structure was erected in 1935 to an unknown code/standard from unknown materials; low grade carbon steel is assumed as the material of construction however as-built drawings are not available. The water tank is of riveted construction supported by six (6) columns composed of multi-sectional members which are also riveted together. The tank static data is provided in Table 3.

2.1.1 STW Inspection 2019 to 2023

In recent years from 2019 to 2023 visual inspections were performed by a third party STW Inspections LLC (STW), and it was noted that the tank coating had been rehabilitated in 2006 to an unknown extent but was in overall good condition. The inspections carried out revealed minor general corrosion of the shell of the tank and crevice corrosion and pitting throughout the supporting structure. Overall, it was observed that the interior and exterior coating have surpassed their lifecycle. Areas identified which exhibit significant corrosion are the riser pipe to shell connection at the bottom of the tank the coupling in the riser, and the flange of the roof vent. It is not clear that corrosion is the sole or primary cause of the leaking at the shell-to-riser connection, as this area experiences

significant in-service stress as well (Section 3.4.2.2). With limited access and visibility, it was observed that 98% of the purlins did not show signs of active corrosion, and the lateral bracing and tension rods did not appear to have excessive bending/deformation or corrosion.

2.1.2 AGI Inspection 2024

In January 2024 AGI performed a detailed internal and external (supported by rope access) inspection to support the structural analysis contained herein. The inspection scope requirements are listed in Appendix D and the results of which are listed in Appendix B. The following information collected on site is considered pertinent to the structural analysis contained herein.

Hardness Testing:

Hardness testing of the various structural components was performed throughout the inspection window by AGIs onsite engineer; hardness testing results are summarized in Table 4. Note that the resulting hardness values of the components tested are considered consistent with low grade structural steel.

Thickness Determination:

Ultrasonic thickness testing (UT) measurements every 3-inches along the cordial direction from the roof down to the riser pipe connection in four (4) cardinal directions for the shell, point measurements of the riser pipe in five (5) segments, and various point measurements throughout the entire tank and structure for construction thicknesses.

Laser Scanning and Dimensioning:

During this time AGI also performed visual inspections (VT) and 3D scanning of the entire interior and exterior of the tank and structure via drone mapping

(internally) in absence of original construction codes and drawings. From the 3D laser scan data, it also appears that there is an approximate 1-inch settlement of the structure in the North-East direction. The overall geometry of the full scaled FEMs were extracted from a 3D laser scan of the exterior and interior with Polyworks and Flyability software. Physical measurements were taken wherever accessible for various structural members and features along with point UT measurements for thicknesses. A summary of measurements taken can be found in Appendix B. Pertinent 3D laser scan images or collected dimensions are shown in Appendix C.

3.0 STRUCTURAL ANALYSIS METHODOLOGY

The structural assessment contained herein was performed following the methodology detailed in API 579-1/ASME-2021 FFS-1 which permits the numerical analysis techniques of ASME VIII-2 (Part 5: Design By Analysis) to determine the fitness for service of thin walled steel structures (i.e., API 650 storage tanks and ASME pressure vessels); for the purpose of the assessment contained herein, allowable stress values and applied loads/load combinations were determined in accordance with API 653 for allowable shell stress due to hydrostatic loads, and AWWA D100-21 and ASCE 7-22 for the allowable stress criterial for the support tower members environmental loads and load combinations considered respectively. Numerical analysis followed the elastic stress analysis method for protection against plastic collapse as per Part 5 of ASME VIII-2.

Linear stress elastic analysis was conducted to evaluate product and environmental loads for global or local failure. The analysis encompassed two (2) distinct scenarios: corroded and assumed as-built thickness (i.e., thickest measured value from the most recent UT survey in lieu of available as-built drawings). The Finite Element Model (FEM) utilized material thicknesses and dimensions derived from recent (2024) AGI point UT measurements and 3D scans. Environmental loads were determined from AWWA D100-21 and ASCE 7-22.

3.1 Assumptions

The structural analysis was performed with the following critical assumptions:

- The FEM model is level and does not contain uneven settlement in the support legs. The one inch of settlement measured from the 3D laser scan if minimal for the size of the structure and was therefore ignored.
- Rivets are not included in the model; the effect of riveted joints were accounted for considering a reduced joint efficiency factor where applicable.
- Assumed material is ASTM A7 (predecessor to ASTM A36) or a suitable equivalent.
    - The assumed allowable stresses for materials are shown in Table 6.
    - Hardness testing results contained in Table 4 are consistent with ASTM A7.
- Site specific environmental loads were determined as per AWWA D100-21 / ASCE 7-22 for the greater Houston Texas region.
- Maximum fill height is fully flooded from the bottom of the riser up to and before the taper of the roof.
- No external or internal pressure was considered as the tank is vented.
- Corroded thicknesses based on AGI most recent site inspection UT measurements.
- The as-built thicknesses are assumed and displayed in Table 5 along with the corroded thicknesses used.
- Springs in extension only were used in place of all tension rods in the FEM, and only axial loads were considered; this is a reasonable approximation since compressive loads on highly slender members typically buckle prior to resisting any significant compressive loads.
- The tension rod assembly in the roof was not considered as stresses observed in the roof were not of concern. This assumption was conservative and did not adversely affect the results.
- Vertical earthquake load (Ev) was not considered as it was calculated to be minimal at only 1% g.

- The current corroded thickness values used throughout all FEM were based on the minimum reported values from the most recent UT survey and are likely a conservative approximation.

- The axial stresses in the external cross bracing tension rods govern over the bearing stresses in the pin & plate connections. Hand calculations were performed to verify this.

3.2 Loads and Boundary Conditions

The load combinations (LC) applied are in reference to ASCE 7-22. Load combinations listed below were only used in FEM4 (Corroded) & FEM5 (As-built):

LC1: D_L

LC2: D_L + 0.75 L + 0.75 Lr

LC3: D_L + 0.6 W

LC4: D_L + 0.75 L + 0.75 (0.6 W) + 0.75 Lr

LC5: D_L + 1.0 Eh

LC6: D_L + 1.0 Eh + 0.75 L + 0.1 S

The applicable loads are defined as follows:

- Dead load (D_L) is the weight of the tank shell, roof, support steel, and static hydrostatic load from the product at full fill heights – steel density of 0.283 lbs/in^3 and a specific gravity (SG) of 1.0 for water.

- Live Load (L) is the weight applied to the platform in reference to AWWA D100-21 3.1.5. A uniform distributed load of 15.0 psf is considered to act upon the platform.

- Roof Load (Lr) is the weight applied to the roof in reference to AWWA D100-21 3.1.5. A roof uniform distributed load of 15.0 psf was considered.

- Wind load (W) is a directional pressure load applied to the windward side of the tank shell and riser – local wind pressures were calculated according to ASCE 7-22 for

Houston, Texas for a risk category III, 155-ft tall trussed tower, exposure category C, located in open terrain (non-escarpment). The local wind speed and pressure was 140 mph and 28.7 psf respectively.

- Seismic (Eh) is the horizontal earthquake load calculated based on AWWA D100-21,13.3. Local seismic parameters were calculated according to ASCE 7-22 (ASCE Hazard Tool) for Houston, Texas. The local seismic equivalent static moment was calculated to be 70,350,185 lb-in.

- Snow load (S) is the pressure load applied to the roof and platform based on AWWA D100-21 3.1.4.4 for risk category III, and local ground snow loads were extracted from ASCE 7-22 (ASCE Hazard tool) for Houston, Texas. Snow loads were determined to be 9.9 psf.

3.3 Numerical Models

Solidworks Simulation Premium was used for analysis. Five (5) finite element model (FEM) were generated. Note that FEM1 through FEM3 were used for characterizing the behavior of the lattice reinforcing the tank support legs. The primary analysis of the overall tower structure was assessed using FEM4 and FEM5.

FEM1: Tetrahedral solid elements used for the lattice assembly to determine equivalent stiffness contributed to the columns by the lattice.

FEM2: Tetrahedral solid elements used to verify the equivalent spring stiffness of FEM1.

FEM3: Tetrahedral shell elements to determine the overall displacement of a segment of the support column with the newly defined spring contact feature in substitution of the lattice.

FEM4: Triangular shell elements for the entire water tank and support structure in the corroded condition.

FEM5: Triangular shell elements for the entire water tank and support structure in the assumed as-built condition.

The boundary conditions (fixtures) applied to FEM4 and FEM5 are shown in Figure 4, and the applied loads shown in Figure 6 to Figure 11. The mesh was refined at geometric discontinuities to ensure suitable model fidelity based on experience and best practice used in performing finite element analysis as part of similar projects; refinement was applied to local regions and ranged from 1.0 to 0.625-inches, and general shell mesh size was 12 to 6-inches remote from structural discontinuities.

3.3.1 Lattice Simplification Determination – FEM1 through FEM3

A simplification of the lattice structure was applied to reduce model complexity and computation times. FEM1 (as shown in Figure 1) was used to determine unit axial stiffness for a segment of lattice braced channels which make up the vertical support legs of the tower; the calculated stiffness was then applied to a 7/16-inch wide strip on the main tower model support columns (FEM4 and FEM 5) as a lateral spring stiffness equivalent to the calculated unit stiffness multiplied by the number of pairs of lattice braces along each leg segment.

FEM2 is the spring verification model to validate that the same displacement is produced from FEM1 when applying the same force and stiffness to two plates connected by a spring. Refer to Figure 2. This demonstrated good correlation.

FEM3 was used to determine the overall magnitude of displacement between the ends of the two C-channels for one 24-inch span of the support leg assembly with an assumed minimum web thickness of 0.4-inches (average of the measured values) and the calculated spring constant determined from FEM1 and FEM2; note that verification of FEM2 and FEM3 would require similar displacement to that of FEM1. Refer to Figure 3.

3.3.2 FEM4 and FEM5 Thickness & Geometry Determination

The current corroded thickness model (FEM4) was determined based on the minimum reported thickness value reported from the most recent UT survey.

The assumed as-built FEM5 is based on the closest nominal size from standard structural members where applicable and was rounded up to the next nominal size/ thickness where applicable. Tabulated geometry and thickness values used can be seen in Table 5. FEM4 and FEM5 were overlaid on top the 3D laser scan results to ensure overall fidelity, as shown in Appendix C.

3.3.3 FEM4 and FEM5 Boundary Conditions and Spring Member Assumptions

Springs in extension only were applied in place of the lattice structure for all supporting columns, lateral tension rods bracing the riser, and cross-bracing throughout the supporting structure. The spring constant used for the lattice substitution was 1,343,567 lb/in per 24-inch span of the support column, 208,218 lb/in for the lateral tension rods bracing the riser and upper 3-sections of the cross-bracing, and 168,079 lb/in for the remaining cross-bracing located on the bottom section of the support structure. Refer to Figure 5. Note that spring constants were calculated based on the cross-section area of the field measured lateral bracing rods.

3.4 Allowable Stresses and Analysis Results

Linear static analysis was performed to calculate the local and general stresses in the water tank shell and supporting structure.

3.4.1 Allowable Conditions for Analysis

Material properties and the maximum allowable stress values are listed below and tabulated in Table 6:

- Allowable general membrane stress (Pm) for the tank shell (API 653) 21.0 ksi followed by applying a joint efficiency factor of 0.6 (resulting in 12.6 ksi) for double row rivetted construction as per API 653 Table 4.3.

- Allowable general membrane stress (Pm) for the riser (API 653) 21.0 ksi followed by applying a joint efficiency factor of 0.45 (resulting in 9.5 ksi) for single row rivetted construction as per API 653 Table 4.3.

- Allowable local stresses shall not exceed the material minimum specified yield strength based on the local membrane plus bending (PL + Pb) stress limit as per ASME VIII.2 – 33.0 ksi assumed for all components; note that von Mises stresses will be reported and are considered a reasonable equivalent to PL + Pb for thin-walled segments.

- Allowable compressive stresses in tank shells shall not exceed 15.0 ksi multiplied by a joint efficiency factor of 0.6 per AWWA D100-21 Section 3.2. Allowable compressive stresses may be 1/3 greater for load combinations contain wind / seismic as per AWWA D100-21 Section 3.3.3.

- Compressive stresses in support columns, wind girders, and riser are calculated per AWWA D100-21 Section 3.4. Compressive stresses produced by wind / seismic may be 1/3 greater as per AWWA D100-21 Section 3.3.3.

    - Support column (LC1 & LC2) – 13.3 ksi
    - Support column (LC3 – LC6) – 17.8 ksi
    - Wind girder (LC1 & LC2) – 8.1 ksi
    - Wind girder (LC3 – LC6) – 10.8 ksi
    - Riser (LC1 & LC2) – 7.5 ksi
    - Riser (LC3 – LC6) – 10.0 ksi

- Bending stresses for the support columns and wind girder per AWWA D100-21 are 15.0 ksi for LC1 & LC2 and 20.0 ksi for LC3 to LC6.

- Axial stress for the tension rods per AWWA D100-21 is 15.0 ksi for LC1 & LC2 and 20.0 ksi for LC3 to LC6.

3.4.1.1 Carnegie Allowable Values: 1935 Vintage

As previously mentioned in this report it is not known what code / standard the tank and supporting structure was built to. During that era (pre-WWII era construction) Carnegie Steel Company was a major supplier of steel. It is plausible that construction may have been based on Carnegie allowable stress values or another similar standard. For the purpose of this analysis, the Carnegie allowable stresses were compared to API 653 and AWWA D100-21 where applicable; it should be noted that the Carnegie allowable will not be used as an overall acceptance criterion and will only be used for comparison purposes. Refer to results in Table 7 to Table 19 and Table 24 to Table 27.

3.4.2 Stress Results

General membrane (Pm), local von Mises, compressive, bending, axial, and combined axial plus bending stress results are presented in Table 7 through Table 28, and are shown in Figure 12 through Figure 62 for FEM4 and FEM5 for each load combinations considered. Note that Figures 12 through Figure 23 show general membrane stress, Figure 24 through Figure 35 show local von Mises stresses, Figure 36 through Figure 47 show compressive membrane stresses, Figure 48 through Figure 59 show axial compressive stress for structural members, and Figure 60 and Figure 61 shows for general and local von Mises stresses in the roof and its supporting purlins.

3.4.2.1 General Membrane Results

General membrane stress in both the tank shell and riser pipe for FEM4 and FEM5 are within the allowable stress for all load combinations considered. Refer to Table 7 for tabulated results.

3.4.2.2 Local von Mises Results

The local stresses in the riser to shell corner joint and bottom surface of the lower spherical head exceed the allowable stress of 33.0 ksi in all load cases for both FEM4 and FEM5. Local stresses outside of this region such as the support column to shell connection and horizontal tension rods to riser connection are within the allowable stress criteria. Refer to Table 8 and Table 9, Table 12 and Table 13.

3.4.2.3 Compressive Membrane Stress Results

Compressive membrane stress in the shell and riser are within the allowable stress criteria for all load combinations. Refer to Table 10 and Table 14.

The analysis of axial compressive stresses within the support columns were conducted in the worst anticipated direction, which was the South facing column that was inline with the applied lateral environmental loading (i.e., seismic and wind). In FEM4 and in all load combinations, the compressive stress along the support column exceeds the allowable stress except for LC5 and LC6, where in FEM5 all load combinations are within the allowable stress. Refer to Table 15.

Only the maximum compressive stress for the worst load combination (LC3) was reported for the wind girder. The location identified is the second upper most section on the East and West side of the tower under the

assumption that both the lateral contributing forces (Wind / Seismic) act in the North to South direction. The compressive stresses identified in both FEM4 and FEM5 are within the allowable threshold. Refer to Table 24.

3.4.2.4 Bending Stress Along Structural Members

Segment 1 of the support column (top column) through segment 4 (bottom column) FEM4 and FEM5 all pass the allowable stress criteria. Refer to Table 16 through Table 19.

Bending stresses for the wind girder in the worst-case load combination (LC3) and location for FEM4 and FEM5 are both within the allowable stress threshold. Refer to Table 25.

3.4.2.5 Combined Stress Along Structural Members

The combined compressive and bending stresses for FEM4 in load combinations and all segments fail to meet allowable criteria except in LC5 and LC6. In FEM5 combined stresses in segment 1 all fail to meet the allowable criteria except for LC5 and LC6, segment 2 only LC1 and LC2 fail to meet the criteria, segment 3 the only observed combined stresses in LC5 and LC6 meet the allowable criteria, and segment 4 (bottom) LC1 and LC2 are not applicable to combined stresses. Refer to Table 20 and Table 23.

In FEM4 and FEM5 combined stresses for the wind girder in the worst-case load combination and location meet the acceptance criteria. Refer to Table 26.

It is likely that the original design only considered compressive stress and did not consider the combination of compression and bending. Compressive stresses were barely within allowable envelope for the upper section of the column in the “as-design” condition. Additionally, hand

calculations of an ideal column under compressive stress result in a factor of safety of approximately 2.0, which a common factor for static design. This further suggests that only compression was considered during the tower design, and that the combination of bending and compression was likely not assessed.

3.4.2.6 Axial Stress Along Tension Rods

Only the maximum axial forces were reported for the horizontal and cross-bracing tension cables. In both FEM4 and FEM5 the cross-bracing tension rods located on the East and West side of the tower on section 2 (2 levels below the tank) exceed the allowable stress criteria for LC3. The tension rods in both FEM4 and FEM5 in LC1 and LC2 are not expected to see relevant magnitudes of axial stress; stresses in these load combinations were verified to be low compared to load combinations containing environment lateral loads. The measured values in the FEMs are well within the allowable threshold for LC1 and LC2. Refer to Table 27 for results and Figure 62 for the locations.

4.0 CONCLUSION AND DISCUSSION

Numerical analysis shows that the water tower in the approximated as-built condition does not meet current design code requirements as listed in Table 6 for local or global structural stability. The modern-day allowable stress values considered for analysis and evaluation were shown to be inline with likely period correct allowable stress value (issued by Carnegie). However, the original design likely did not consider all of the critical loading combinations. Specifically, it does not have adequate margin with respect to combined compression and bending stresses during standard operation.

Local stresses in the bottom of the shell in both FEM4 and FEM5 at the riser pipe welded connection exceed the material yield strength under standard operating conditions (combined

dead load and hydrostatic load); localized leaking within this vicinity, which was reported by local residence after completion of the 2024 AGI inspection, further support that this location is like operating above its allowable value. Low cycle fatigue within the vicinity of the welded center riser pipe-to-shell connection due to filling and emptying of the tanks contents is a likely driver of this current leaking behavior but would require additional inspection and analysis to verify.

The support columns stress exceeds allowable compression bending stresses in both the corroded and as built conditions. This is due to the reduced cross-sectional area in the column geometry at the tank connection, coupled with the moment force on the shell which is imparted to the column.

The tension rods marginally exceeded their allowable stress values under wind loading. Considering that environmental loading requirements have likely become more stringent (i.e., higher required design wind loads) since the water towers original construction, these results are not considered unexpected.

It is likely that the water tower support columns were only been designed to support compression loads without consideration for bending stresses caused by moment load transfer from the shell to the supporting legs. This is significant since it applies to the normal operating condition of the tank and it indicates that the equipment does not meet current standards for structural stability, even if no environmental loads are applied.

Additionally, the environmental loading conditions, if considered at the time of construction, were likely less than what is required in modern day construction; this is suggested by axial stress results for the tension rods in Table 27 where the stresses are acceptable for normal operating conditions but exceeded under wind loading. A Pass / Fail summary can be seen in Table 1 and Table 2.

Lastly, it should also be noted that any importance factor attributed towards the tower during original construction (unknown if considered at the time), would not have considered the residence currently living immediately adjacent/under to the tower; see Figure 63 of the historic Southside Place region showing the tower location away from residential construction.

5.0 RECOMMENDATIONS

Based on the results of the analysis contained herein, the elevated water tower does not meet current code requirements for global structural stability and/or local stress acceptance. Due to the age and history of the structure global structural failure is considered an unlikely scenario in the short term of 5-6 years, however, the following recommendations listed below shall be considered for future service. Ultimately continued and safe operation of the elevated water tank and structure is the responsibility and discretion of the City of West University. Recommendations are as follows:

- Perform detailed inspection of the currently leaking center riser pipe-to-lower shell connection weld to verify mechanism causing failure to occur. Given the lifespan of the original design, an in-kind repair is likely an effective option for the near future, provided the existing damage is fully excavated and properly repaired. Any interim welding to existing material should be supported by positive material identification (PMI) to confirm the material grade and should be performed using approved WPS and repair procedures; note that vintage materials commonly used in riveted construction may contain high level levels of Sulfur and may be not weldable.
    - Note that a leak repair was completed April 2024 by CFG Industries, along with UT and MT inspection by GCT Inspection Inc; refer to Appendix E for details. PMI of the parent material was not performed prior to welding, the extent of the crack was identified in the field and the repair was conducted along the entire length of the crack plus 2-inches on either side of the existing crack. The repair should be monitored during future interim operation.
- If the asset will continue in service long-term of 10+ years, an engineered solution should be implemented, to prevent future occurrences of failure due to high stress and/or cyclic fatigue. One possible solution is a welded saucer plate repair in conjunction with an expansion joint Any modification installed within this region would require detailed engineering analysis,

including a fatigue life assessment, to verify that the modified design is an improvement in comparison to the original. The alteration design shall also account for the load distribution between the riser and the supports, as instillation of an expansion joint may increase the bearing load of the support columns, which are already deficient under normal service conditions at the maximum fill height.

- Alternatively, to allow for continued in service long-term of 10+ years, the maximum fill level could be reduced such that stress values are considered acceptable to codified allowable values. Detailed analysis to determine a suitable safe fill height would be required.

- It is recommended that the City of West University perform a risk review to consider the impact of local and/or global failure on the tower during future operation. The timeline for modification and/or fill level reduction should be based upon the City's acceptance of risk associated with continued operation.

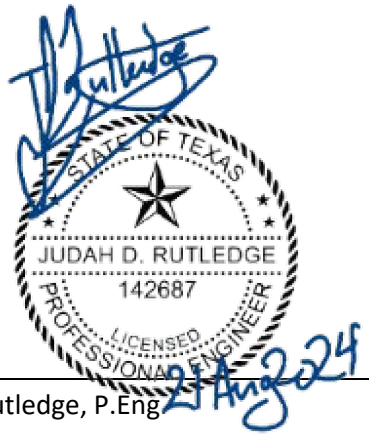
- Replace the corroded vent connection on the roof.

- Install safety grid inside tank of riser pipe opening.

- Replace the current ladders with latest standard and/or with vertical lifelines for fall protection.

- Should the water tower be extended for use, replace the overall coating / liner of the tank after 5-6 years.

Prepared by: _____
Jeffrey Lai, P.Eng.



Reviewed by: _____
Judah D. Rutledge, P.Eng.

ACUREN

APPENDIX A

TABLES & FIGURES

Table 1: FEM4 Result Pass / Fail Summary

		FEM 4 Corroded							
LC	Stress	Water Tank Shell	Riser Pipe	Support Leg Sec. 1 Top	Support Leg Sec. 2	Support Leg Sec. 3	Support Leg Sec. 4 Btm	Wind Girder (XB-E-2)	Tension Rods
LC1	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Fail	Fail	Fail	Fail	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Fail	Fail	Fail	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC2	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Fail	Fail	Fail	Fail	-	-
	Bending	-	-	Fail	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Fail	Fail	Fail	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC3	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Fail	Fail	Fail	Fail	Pass	-
	Bending	-	-	Pass	Pass	Pass	Pass	Pass	-
	Compressive + Bending	-	-	Fail	Fail	Fail	Fail	Pass	-
	Axial Tension	-	-	-	-	-	-	-	Fail
LC4	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Fail	Fail	Fail	Fail	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Fail	Fail	Fail	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC5	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Pass	Pass	Pass	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass

Table 1: FEM4 Result Pass / Fail Summary

		FEM 4 Corroded							
LC	**Stress**	**Water Tank Shell**	**Riser Pipe**	**Support Leg Sec. 1 Top**	**Support Leg Sec. 2**	**Support Leg Sec. 3**	**Support Leg Sec. 4 Btm**	**Wind Girder (XB-E-2)**	**Tension Rods**
LC6	**General Membrane**	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	Pass	-
	Bending	-	-	Pass	Pass	Pass	Pass	Pass	-
	Compressive + Bending	-	-	Fail	Pass	Pass	Pass	Pass	-
	Axial Tension	-	-	-	-	-	-	-	Pass
- Von Mises 1 are the riser to shell regions whereas von Mises 2 are regions outside of that.									

Table 2: FEM5 Result Pass / Fail Summary

		FEM 5 'As-built'							
LC	Stress	Water Tank Shell	Riser Pipe	Support Leg Sec. 1 Top	Support Leg Sec. 2	Support Leg Tier 3	Support Leg Sec. 4 Btm	Wind Girder (XB-E-1)	Tension Rods
LC1	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Fail	n/a	n/a	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC2	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Fail	n/a	n/a	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC3	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	Pass	-
	Bending	-	-	Pass	Pass	Pass	Pass	Pass	-
	Compressive + Bending	-	-	Fail	n/a	n/a	Fail	Pass	-
	Axial Tension	-	-	-	-	-	-	-	Fail
LC4	General Membrane	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Fail	n/a	Fail	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC5	General Membrane	Pass	Pass	-	-	-	-	-	-

Table 2: FEM5 Result Pass / Fail Summary

		FEM 5 'As-built'							
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	-	-
	Bending	-	-	Pass	Pass	Pass	Pass	-	-
	Compressive + Bending	-	-	Fail	Pass	Pass	Pass	-	-
	Axial Tension	-	-	-	-	-	-	-	Pass
LC6	**General Membrane**	Pass	Pass	-	-	-	-	-	-
	Local (von Mises) 1	Fail	Fail	-	-	-	-	-	-
	Local (von Mises) 2	Pass	Pass	-	-	-	-	-	-
	Compressive Membrane	Pass	Pass	Pass	Pass	Pass	Pass	Pass	-
	Bending	-	-	Pass	Pass	Pass	Pass	Pass	-
	Compressive + Bending	-	-	Fail	Pass	Pass	Pass	Pass	-
	Axial Tension	-	-	-	-	-	-	-	Pass

-Von Mises 1 are the riser to shell regions whereas von Mises 2 are other high stress locations outside of this region.

Table 3: Tower Data

Name:	City of West University Elevated Water Tower
Client:	IDS Engineering Group Inc.
Year built:	1935
Construction code:	Unknown
Shell material:	Carbon steel
Shell Corr. Allow:	-
Construction:	Riveted
Product SG:	1.0
Product:	Water
Location:	Bellaire, Texas
Nominal Shell Thickness:	0.313" / 0.375"
Diameter:	Ø 40'
Tank Height:	155’
Roof Type:	Sloped
Operating Temp:	Ambient
MDMT:	-

Table 4: Hardness Values

	Measured Hardness [HV]	**Approximate Tensile [ksi]***
Lattice	138	66
C-Channel Support Column	148	70
Tension Rods Cross Bracing	143	68
Support Column Foundation Plate	135	65
Support Column Back Plate	131	63
Riser Pipe	113	<56

*Approximate ultimate tensile strength values were determined as per ASTM A370-24. All reported values are considered inline with typical low strength structural steel such as ASTM A7 or equivalent which has an UTS range of 55 - 65 ksi.

Table 5: FEM Thickness / Geometry Data

Roof	Corroded [in]	As-built [in]
Roof plate:	0.18	0.25
Purlins C6x1.75:		
Flange width	1.75	1.75
Flange thk	0.18	0.32
Web	0.19	0.19
Height	6.00	6.00
Angle bottom roof to shell:		
Width	3.68	3.68
Thk	0.23	0.25
Seating plates for Purlins		
Width	5.00	5.00
Depth	3.00	3.00
Thk	0.19 / 0.29	0.31
Shell	**Corroded Thk [in]**	**As-built Thk [in]**
Bottom thk	0.33	0.38
Mid thk	0.27	0.31
Support leg to shell location thk	0.77	0.81
Back-to-back angle + support leg thk	1.25	1.25
Riser pipe thk	0.27	0.31
Support leg Angles		
length	5.00	5.00
Width	3.00	3.00
Thk	0.50	0.50
Support Legs	**Corroded Thk [in]**	**As-built Thk [in]**
C-channel flange width	3.50	3.50
C-channel flange thk	0.47	0.65
C-channel height	15.00	15.00
C-channel web thk	0.39	0.40
Backing Plate width	17.00	17.00
Backing Plate thk	0.37	0.38
Wind Girder	**Corroded Thk [in]**	**As-built Thk [in]**
Top C-channel flange width	2.25	2.25
Top C-channel flange thk	0.27	0.39
Top C-channel web thk	0.20	0.22
Top C-channel height	8.00	8.00
Bottom C-channel flange width	1.88	1.88
Bottom C-channel flange thk	0.29	0.35
Bottom C-channel web thk	0.21	0.20
Bottom C-channel height	6.00	6.00
Tension Rods	**Corroded Thk [in]**	**As-built Thk [in]**
Diameter	1.75	1.75

Table 6: Allowable Stress Criteria

Fy (A7)	33.0	
Shell Joint Efficiency	0.6	(API 653, Table 4.3) double for shell
Riser Joint Efficiency	0.45	(API 653, Table 4.3) single for riser
Structure Joint Efficiency	0.6	(API 653, Table 4.3) double for structure
Shell		
General Membrane	12.6	(API 653, Table 4.1a x joint efficiency)
Local vonMises	33.0	(ASME VIII-2, 5.2.2.4)
Compressive allowable (LC1 & LC2)	9.0	(AWWA D100-21, 3.2)
Compressive allowable (LC3 to LC6)	12.0	(AWWA D100-21, 3.3.3)
Riser Pipe		
General Membrane	9.5	(API 653, Table 4.1a x joint efficiency)
Local von Mises	33.0	(ASME VIII-2, 5.2.2.4)
Compressive allowable (LC1 & LC2)	7.5	(AWWA D100-21, 3.4)
Compressive allowable (LC3 to LC6)	10.0	(AWWA D100-21, 3.3.3)
Support Legs		
Tension allowable	9.0	(AWWA D100-21, 3.2)
Compressive allowable (LC1 & LC2)	13.3	(AWWA D100-21, 3.4)
Compressive allowable (LC3 to LC6)	17.8	(AWWA D100-21, 3.3.3)
Bending allowable (LC1 & LC2)	15.0	(AWWA D100-21, 3.2)
Bending allowable (LC3 to LC6)	20.0	(AWWA D100-21, 3.3.3)
Combined ratio (tension + bending)	1	(AWWA D100-21, 3.2)
Wind Girders		
Tension allowable	9.0	(AWWA D100-21, 3.2)
Compressive allowable (LC1 & LC2)	8.1	(AWWA D100-21, 3.4)
Compressive allowable (LC3 to LC6)	10.8	(AWWA D100-21, 3.3.3)
Bending allowable (LC1 & LC2)	15.0	(AWWA D100-21, 3.4)
Bending allowable (LC3 to LC6)	20.0	(AWWA D100-21, 3.3.3)
Combined ratio (tension + bending)	1	(AWWA D100-21, 3.2)
Tension Rods		
Tension (LC1 & LC2)	15.0	(AWWA D100-21, 3.2)
Tension (LC3 to LC6)	20.0	(AWWA D100-21, 3.3.3)

Table 7: Water Tank Shell General Membrane Stress

Water Tank Shell	General Membrane Stress (Pm)			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	7.9	6.1	12.6	16.0
LC2	8.0	6.7	12.6	16.0
LC3	8.6	8.1	12.6	20.0
LC4	11.1	9.7	12.6	20.0
LC5	10.1	9.2	12.6	20.0
LC6	10.3	10.0	12.6	20.0
-All values reported in ksi. Location of maximum general membrane stresses away from structural discontinuities.				

Table 8: Water Tank Shell Local (von Mises) 1

Water Tank Shell	Local (von Mises) Riser to Shell			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	>33.0	>33.0	33.0	33.0
LC2	>33.0	>33.0	33.0	33.0
LC3	>33.0	>33.0	33.0	33.0
LC4	>33.0	>33.0	33.0	33.0
LC5	>33.0	>33.0	33.0	33.0
LC6	>33.0	>33.0	33.0	33.0
-Values highlighted in red exceed the allowable stress criteria; note that values above the material yield strength (33 ksi) require a non-linear material model to produce accurate results. -All values reported in ksi. -Location of stress at the lower shell/head to center riser pipe connection.				

Table 9: Water Tank Shell Local (von Mises) 2

Water Tank Shell	Local (von Mises) Support Leg to Shell			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	16.5	15.4	33.0	33.0
LC2	16.0	15.5	33.0	33.0
LC3	14.9	15.0	33.0	33.0
LC4	14.8	15.5	33.0	33.0
LC5	15.5	15.6	33.0	33.0
LC6	15.5	15.7	33.0	33.0
-All values reported in ksi. -Maximum local shells tresses within the vicinity of structural discontinuities.				

Table 10: Water Tank Shell Compressive Membrane Stress

Water Tank Shell	Compressive Membrane			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	7.1	5.1	9.0	16.0
LC2	7.3	6.0	9.0	16.0
LC3	8.1	6.6	12.0	20.0
LC4	8.1	6.3	12.0	20.0
LC5	7.1	8.7	12.0	20.0
LC6	7.9	8.7	12.0	20.0
-All values reported in ksi. -The value reported was taken directly above the support column/leg connection.				

Table 11: Riser Pipe General Membrane Stress

Riser Pipe	General Membrane Stress (Pm)			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	4.5	3.6	9.5	16.0
LC2	4.8	3.8	9.5	16.0
LC3	7.9	7.4	9.5	20.0
LC4	7.7	7.0	9.5	20.0
LC5	5.7	5.0	9.5	20.0
LC6	6.2	5.3	9.5	20.0
-All values reported in ksi. -Location reported was away from structural discontinued within the center riser pipe connection. -Note that the allowable stress values consider a joint efficiency of 0.45 for the river center riser pipe.				

Table 12: Riser Pipe Local (von Mises) Stress 1

Riser Pipe	Local (von Mises) Riser to Shell			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	>33.0	>33.0	33.0	33.0
LC2	>33.0	>33.0	33.0	33.0
LC3	>33.0	>33.0	33.0	33.0
LC4	>33.0	>33.0	33.0	33.0
LC5	>33.0	>33.0	33.0	33.0
LC6	>33.0	>33.0	33.0	33.0

-Values highlighted in red exceed the allowable stress criteria; note that values above the material yield strength (33 ksi) require a non-linear material model to produce accurate results.
-All values reported in ksi.
-Location of stress at the lower shell/head to center riser pipe connection.

Table 13: Riser Pipe Local (von Mises) Stress 2

Riser Pipe	Local (von Mises) Outside high stress corner joint			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	18.8	15.0	33.0	33.0
LC2	18.9	15.3	33.0	33.0
LC3	20.6	17.0	33.0	33.0
LC4	20.1	18.4	33.0	33.0
LC5	18.8	17.2	33.0	33.0
LC6	19.2	17.8	33.0	33.0

-All values reported in ksi.
-Note that the location of highest stress was away from riveted connections, therefore, the allowable stress considered did not account for the rivet joint efficiency.

Table 14: Riser Pipe Compressive Stress

Riser Pipe	Compressive Membrane			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	3.4	3.4	7.5	17.0
LC2	3.5	3.4	7.5	17.0
LC3	5.0	4.2	10.0	21.3
LC4	4.8	4.1	10.0	21.3
LC5	7.0	6.5	10.0	21.3
LC6	7.7	6.5	10.0	21.3

-All values reported in ksi.

Table 15: Support Column Compressive Stress

Support Legs	Compressive Membrane			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	14.6	13.1	13.3	12.5
LC2	14.7	13.2	13.3	12.5
LC3	19.6	17.6	17.8	15.6
LC4	18.4	16.4	17.8	15.6
LC5	16.9	15.2	17.8	15.6
LC6	17.0	15.2	17.8	15.6

-Values highlighted in red exceed the allowable stress criteria.
-All values reported in ksi.
-Reported value was away from structural discontinuities or bracing connections and is considered the average expected stress throughout the cross section of the support column/leg.

Table 16: Support Leg (Section 1 Top) Bending Stress

Support Legs	Bending (Sec 1 Top)			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	14.3	12.5	15.0	16.0
LC2	14.2	12.3	15.0	16.0
LC3	11.6	12.0	20.0	20.0
LC4	13.4	12.8	20.0	20.0
LC5	11.9	12.3	20.0	20.0
LC6	12.3	12.3	20.0	20.0

-All values reported in ksi
-Reported values were taken at the leg to shell connection on the internal flange of the support column/leg.

Table 17: Support Leg (Section 2) Bending Stress

Support Legs	Bending (Sec 2)			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	1.4	1.9	15.0	16.0
LC2	1.3	1.8	15.0	16.0
LC3	2.8	n/a	20.0	20.0
LC4	2.0	1.7	20.0	20.0
LC5	1.7	1.4	20.0	20.0
LC6	1.6	1.7	20.0	20.0

-All values reported in ksi.
-"n/a" refers to not applicable.

Table 18: Support Leg (Section 3) Bending Stress

Support Legs	Bending (Sec 3)			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	0.3	n/a	15.0	16.0
LC2	0.2	n/a	15.0	16.0
LC3	1.1	n/a	20.0	20.0
LC4	0.9	n/a	20.0	20.0
LC5	0.5	0.5	20.0	20.0
LC6	0.6	0.7	20.0	20.0
-All values reported in ksi. -"n/a" refers to not applicable.				

Table 19: Support Leg (Section 4 Bottom) Bending Stress

Support Legs	Bending (Sec 4 Bottom)			
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie
LC1	0.4	n/a	15.0	16.0
LC2	0.4	n/a	15.0	16.0
LC3	7.3	5.5	20.0	20.0
LC4	5.6	5.7	20.0	20.0
LC5	0.9	1.1	20.0	20.0
LC6	1.4	1.2	20.0	20.0
-All values reported in ksi. -"n/a" refers to not applicable.				

Table 20: Support Leg (Section 1 Top) Compressive + Bending

Support Legs	Compressive + Bending (Ratio) Sec 1 Top		
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable
LC1	2.1	1.8	1.0
LC2	2.1	1.8	1.0
LC3	1.7	1.7	1.0
LC4	1.7	1.6	1.0
LC5	1.5	1.5	1.0
LC6	1.6	1.5	1.0
-Values highlighted in red exceed the allowable stress criteria. -All values reported in a ratio.			

Table 21: Support Leg (Section 2) Compressive + Bending

Support Legs	Compressive + Bending (Ratio) Sec 2		
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable
LC1	1.2	1.1	1.0
LC2	1.2	1.1	1.0
LC3	1.2	n/a	1.0
LC4	1.1	1.0	1.0
LC5	1.0	0.9	1.0
LC6	1.0	0.9	1.0
-Values highlighted in red exceed the allowable stress criteria. -All values reported in ratio. -"n/a" refers to not applicable.			

Table 22: Support Leg (Section 3) Compressive + Bending

Support Legs	Compressive + Bending (Ratio) Sec 3		
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable
LC1	1.1	n/a	1.0
LC2	1.1	n/a	1.0
LC3	1.2	n/a	1.0
LC4	1.1	n/a	1.0
LC5	1.0	0.9	1.0
LC6	1.0	0.9	1.0
-Values highlighted in red exceed the allowable stress criteria. -All values reported in a ratio. -"n/a" refers to not applicable.			

Table 23: Support Leg (Section 4 Bottom) Compressive + Bending

Support Legs	Compressive + Bending (Ratio) Sec 4		
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable
LC1	1.1	n/a	1.0
LC2	1.1	n/a	1.0
LC3	1.5	1.4	1.0
LC4	1.3	1.2	1.0
LC5	1.0	0.9	1.0
LC6	1.0	0.9	1.0
-Values highlighted in red exceed the allowable stress criteria. -All values reported in a ratio. -"n/a" refers to not applicable.			

Table 24: Wind Girder Compressive Stress

Wind Girders	Max Compressive Stress			
Load Combination	FEM4 Corroded Full Model Member: XB-E-2	FEM5 As Built Full Model Member: XB-E-2	Allowable	(Ref) Carnegie
LC3	7.6	6.6	10.8	8.8
-All values reported in ksi.				

Table 25: Wind Girder Bending Stress

Wind Girders	Bending			
Load Combination	FEM4 Corroded Full Model Member: XB-E-1	FEM5 As Built Full Model Member: XB-E-1	Allowable	(Ref) Carnegie
LC3	1.7	1.2	20	20.0
-All values reported in ksi.				

Table 26: Wind Girder Compressive + Bending

Wind Girders	Compressive + Bending (Ratio)		
Load Combination	FEM4 Corroded Full Model Member: XB-E-1	FEM5 As Built Full Model Member: XB-E-1	Allowable
LC6	0.8	0.7	1.0
-All values reported in a ratio			

Table 27: Tension Rod Axial Stress

Tension Rods	Axial Stress (Tension)				
Load Combination	FEM4 Corroded Full Model	FEM5 As Built Full Model	Allowable	(Ref) Carnegie	Location
LC1	0.3	0.3	15.0	16.0	H-SE-1
LC2	0.3	0.3	15.0	16.0	H-SE-1
LC3	20.6	20.4	20.0	20.0	X-W-2-2
LC4	15.9	15.7	20.0	20.0	X-W-2-2
LC5	10.4	10.4	20.0	20.0	X-W-2-2
LC6	10.4	10.4	20.0	20.0	X-W-2-2
-Values highlighted in red exceed the allowable stress criteria. -All values reported in ksi -Location: "H" indicates horizontal tension rod, "X" is cross-bracing rods followed by cardinal direction and elevation starting from 1 from the top. Refer to Figure 62					

Table 28: FEM4 Roof Stresses

Roof	FEM 4 Corroded Full Model			
Load Combination	General Membrane	General von Mises	Local Membrane	Local von Mises
Full wind + full uplift	2.5	3.1	4.0	4.26
-All values reported in ksi				

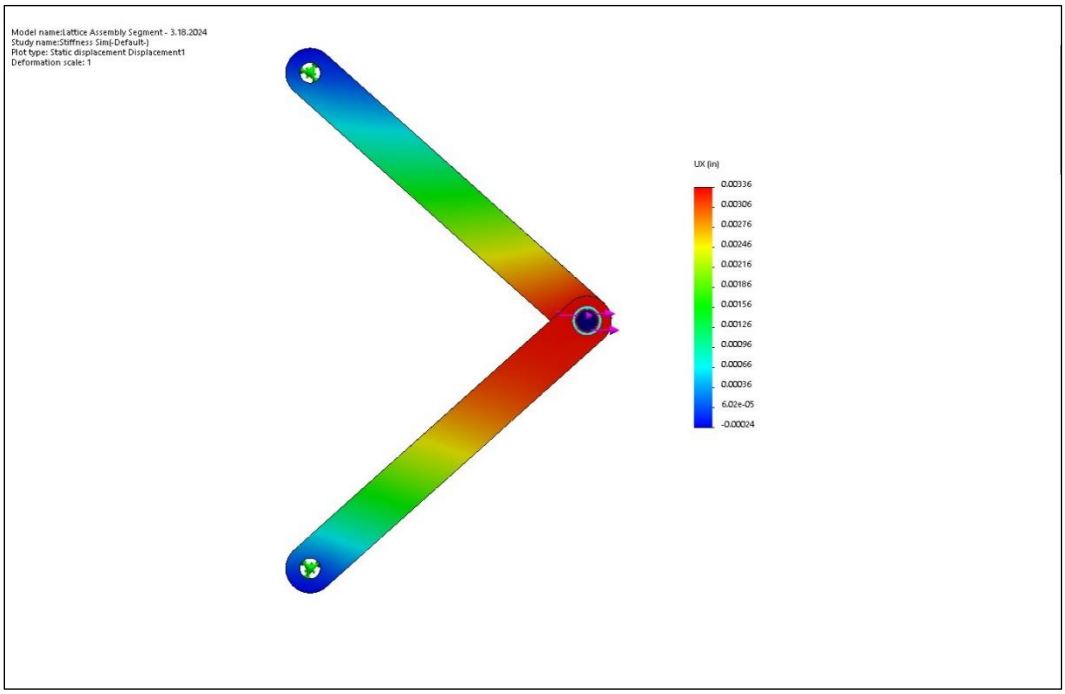


Figure 1 FEM1 Displacement Plot

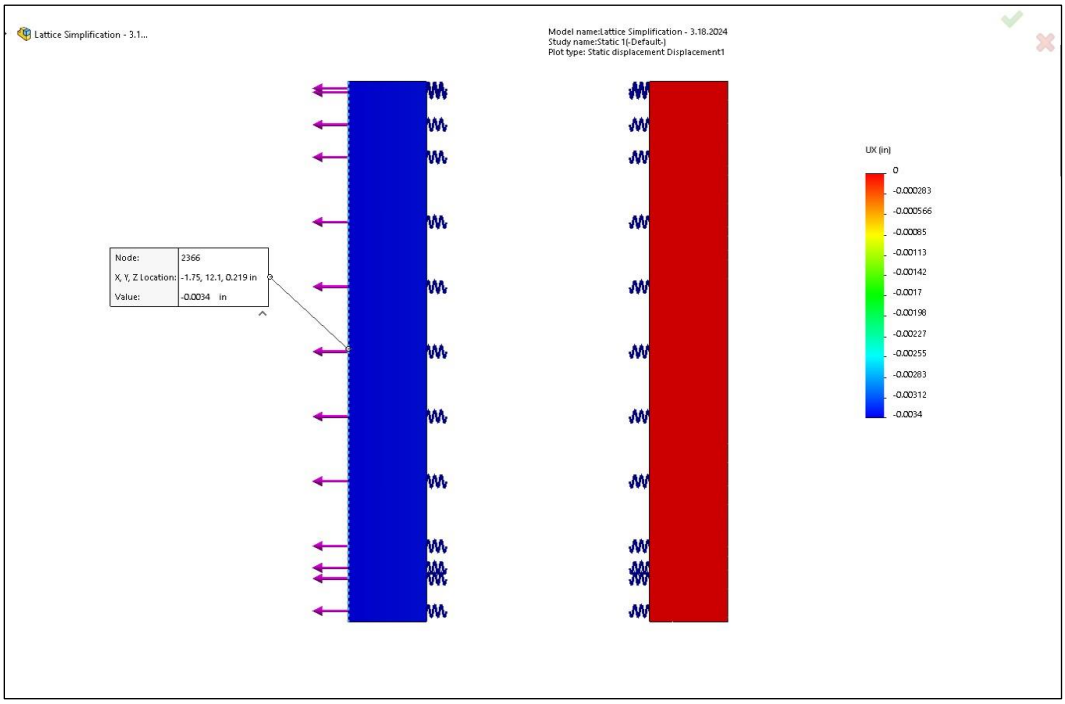


Figure 2 FEM2 Displacement Plot

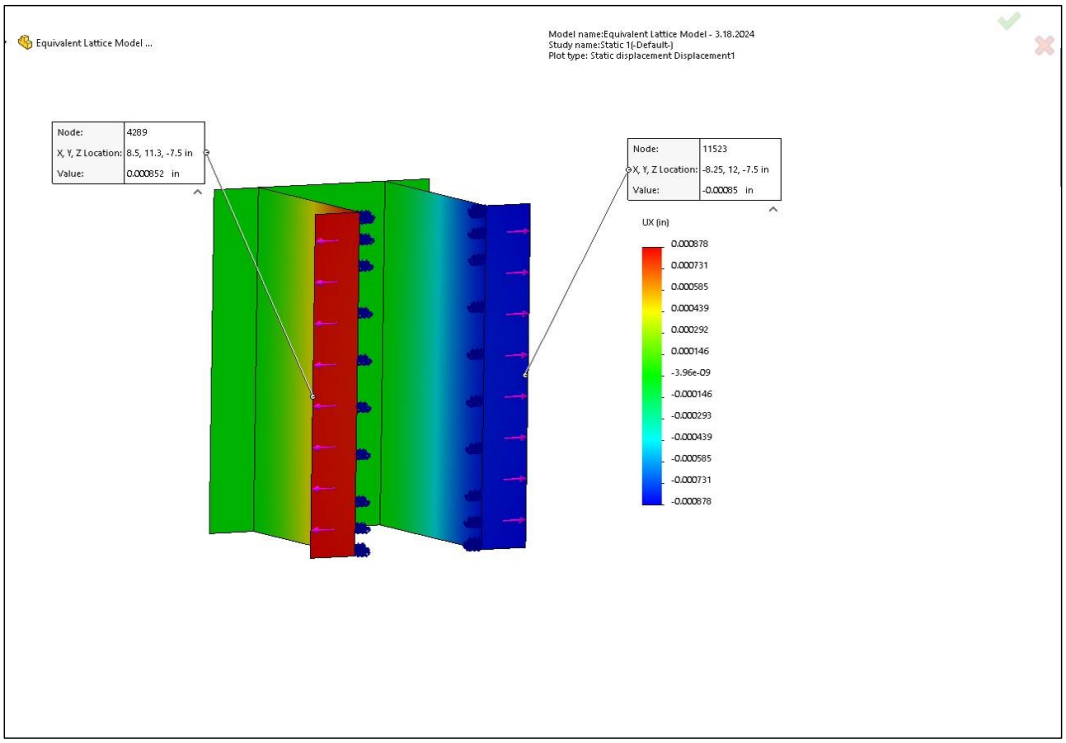


Figure 3 FEM3 Displacement Plot

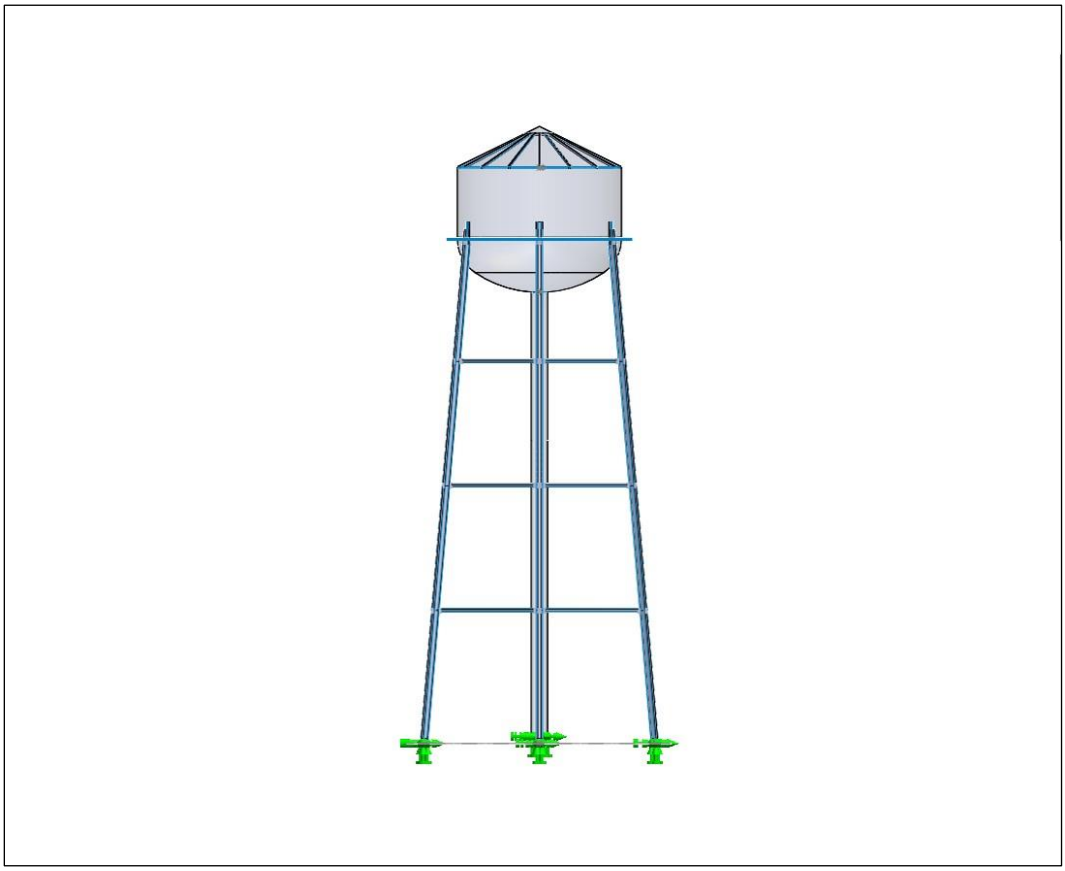


Figure 4 FEM boundary conditions. Fixtures were applied to the base of the tower.

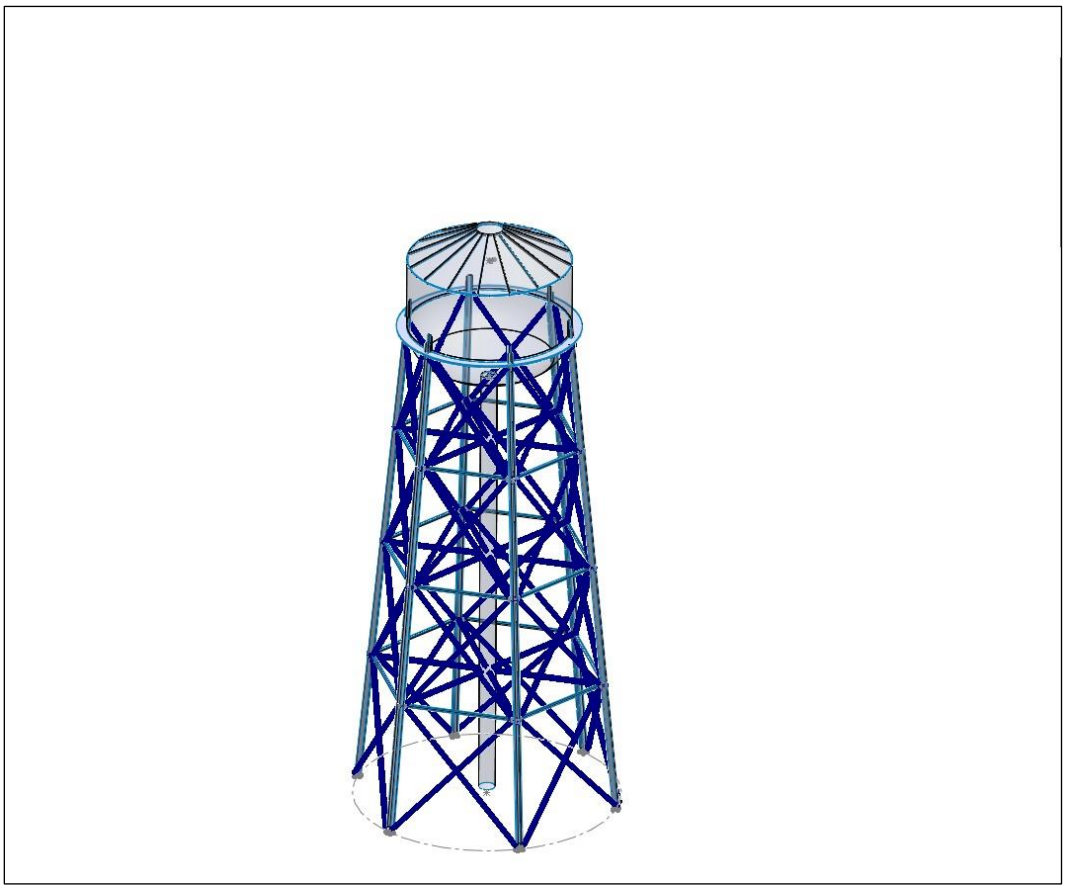


Figure 5 FEM Tension Rods shown in blue

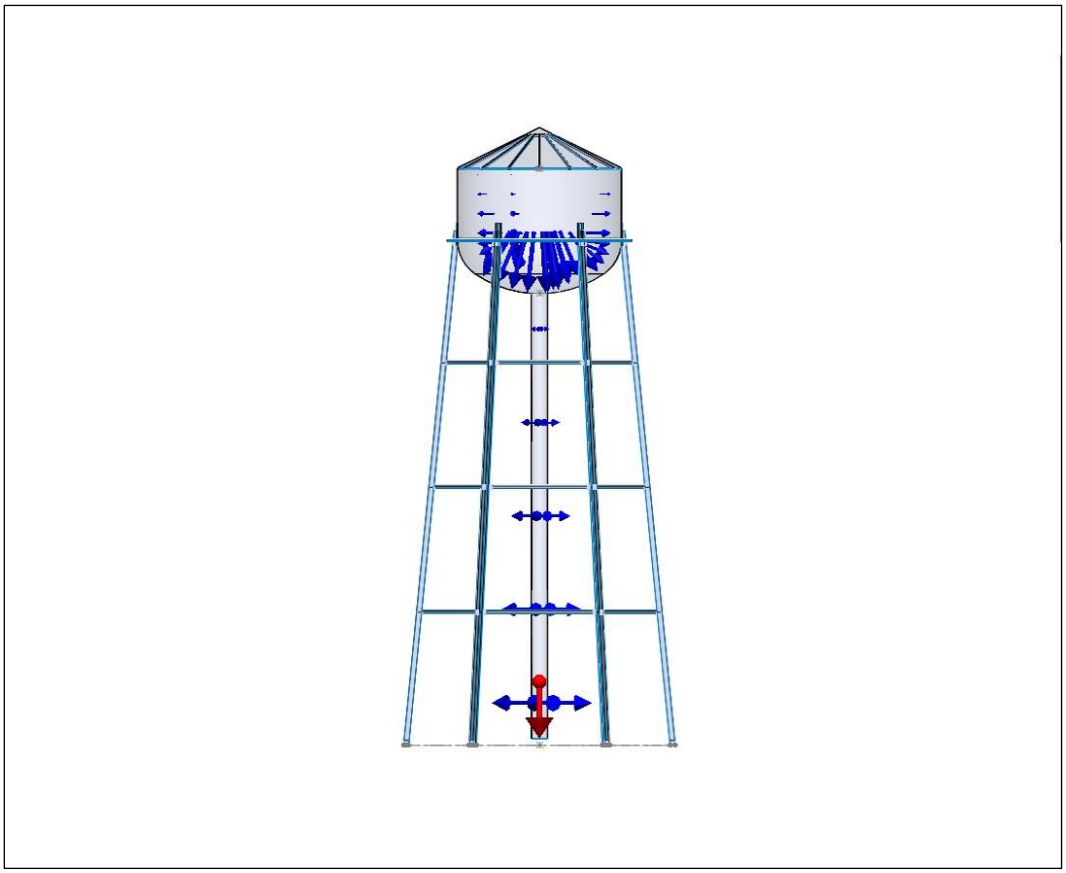


Figure 6 FEM LC1 (Dead Load due to gravity and hydrostatic loads)

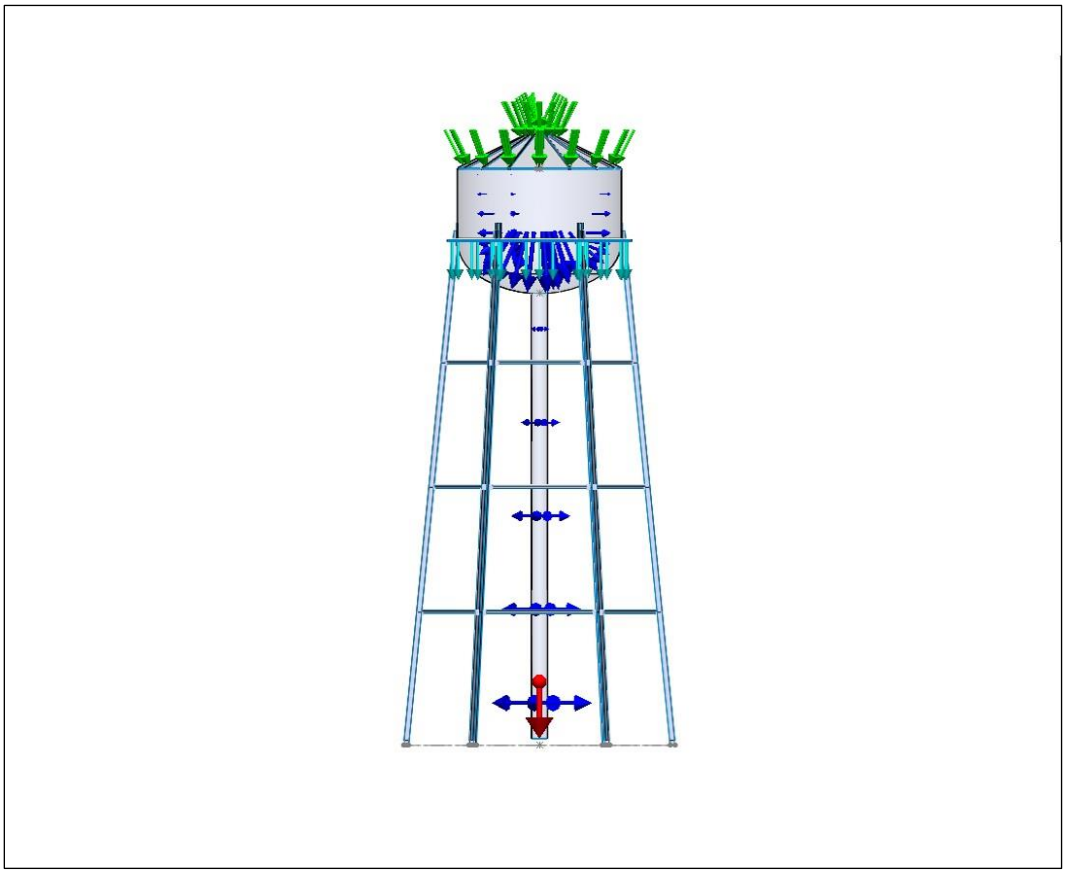


Figure 7 FEM LC2 (Dead load and live loads on the roof and catwalk)

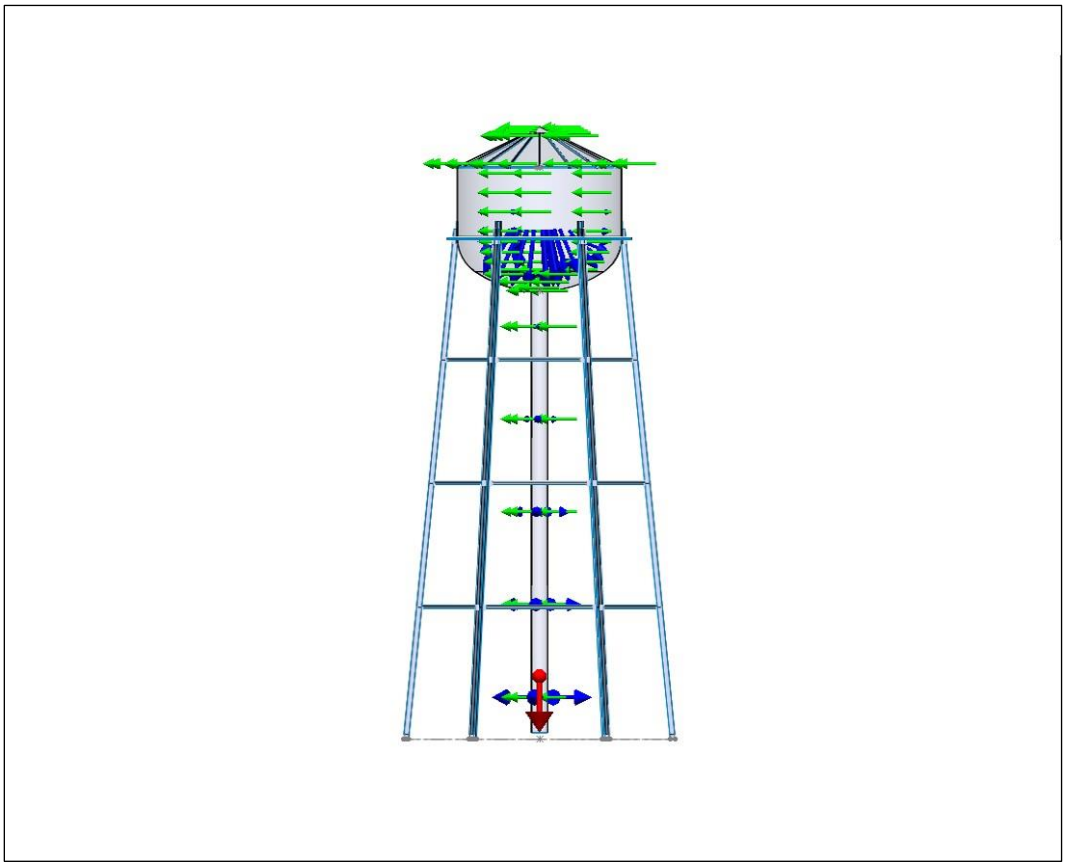


Figure 8 FEM LC3 (Deadloads and wind loading)

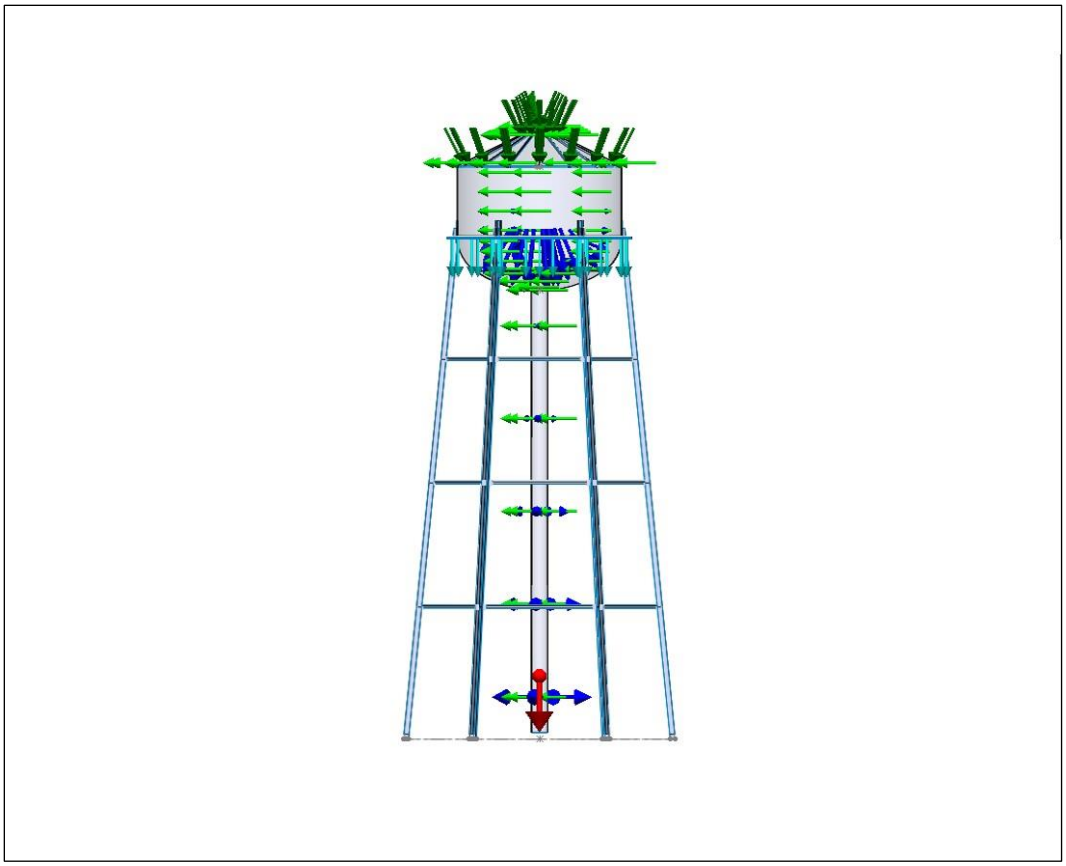


Figure 9 FEM LC4 (Deadloads, live loads, and wind loading)

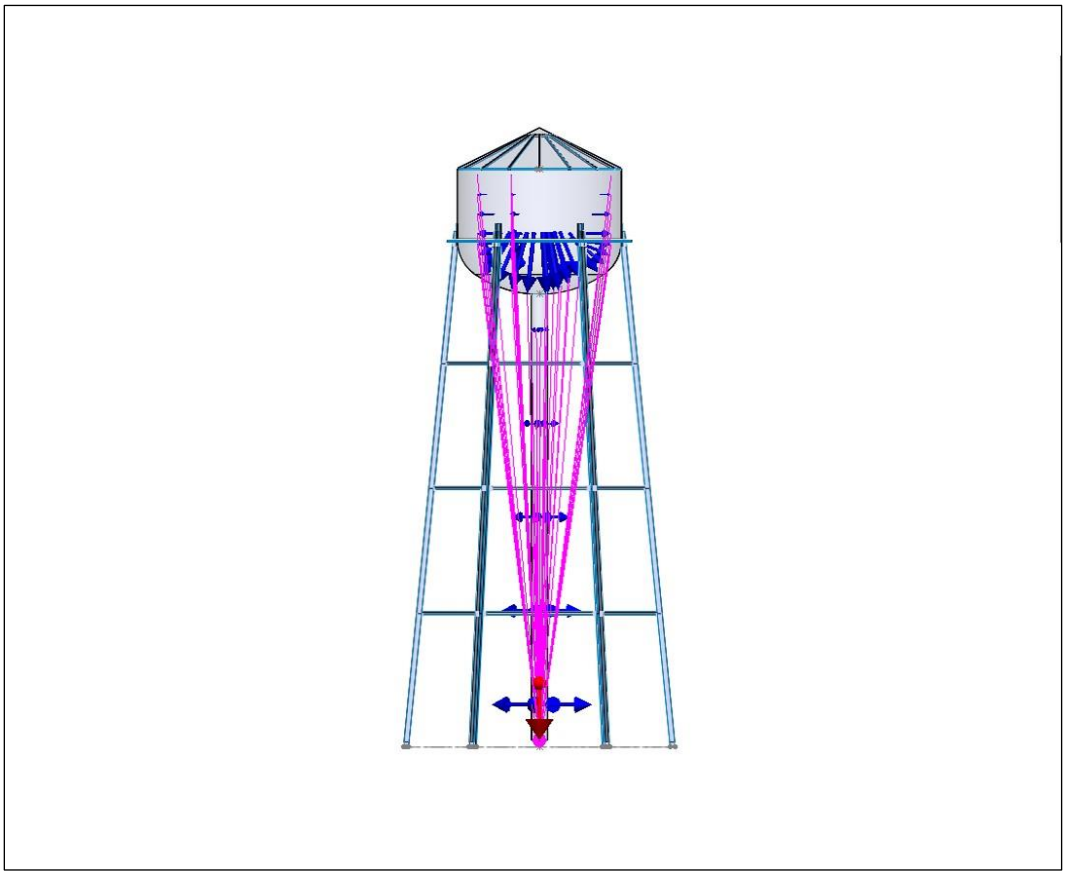


Figure 10 FEM LC5 (Dead load and seismic load)

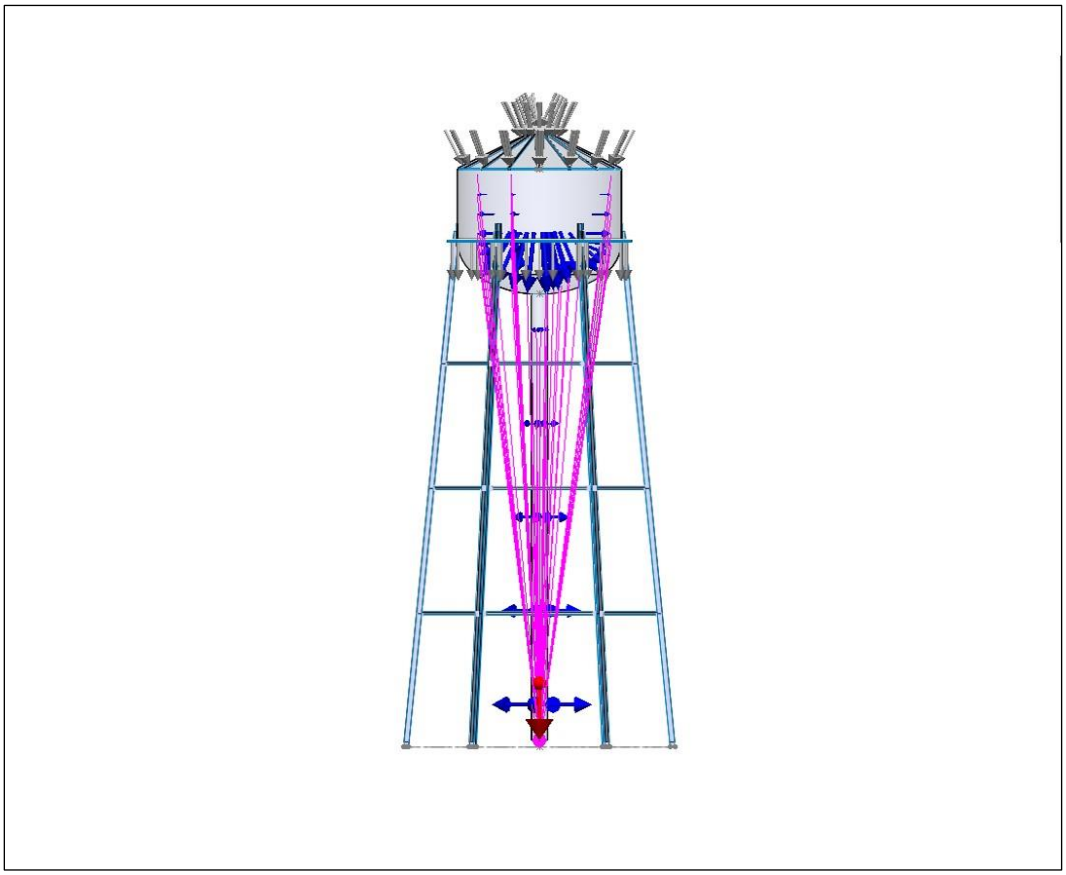


Figure 11 FEM LC6 (Dead load, live load, seismic load, and snow load)

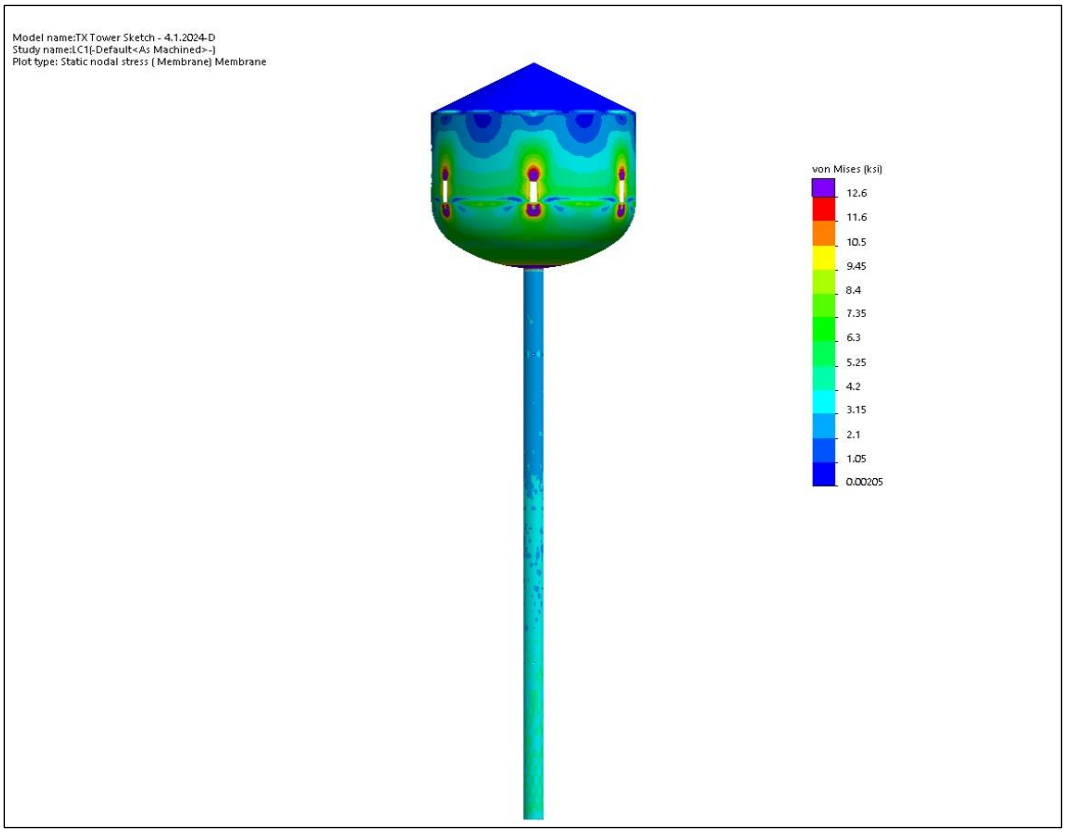


Figure 12 FEM4 LC1 General Membrane Stress (Viewed from the South Direction)

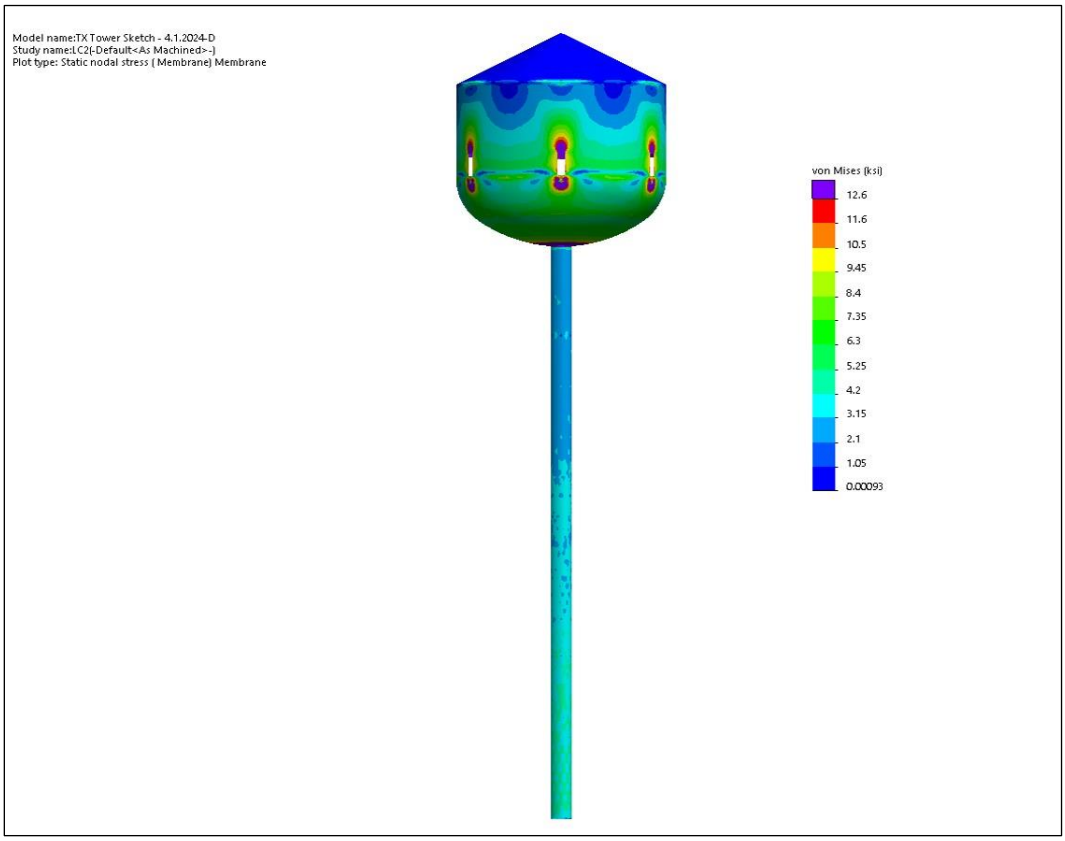


Figure 13 FEM4 LC2 General Membrane Stress (Viewed from the South Direction)

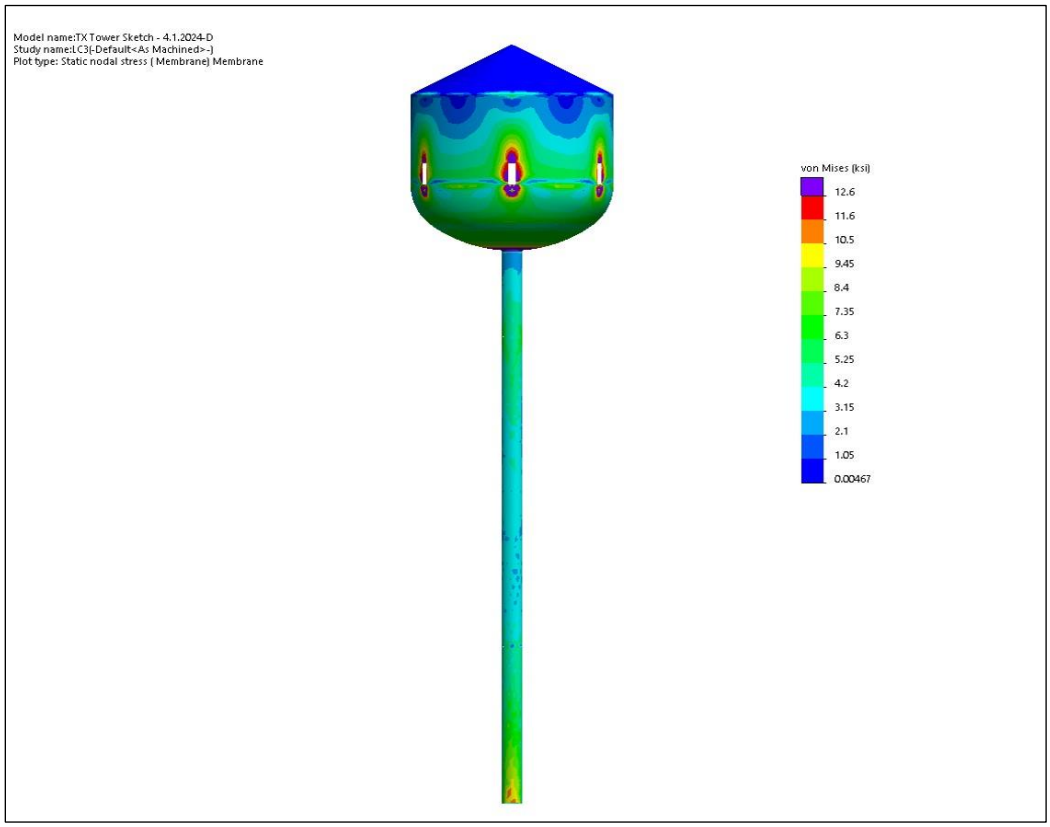


Figure 14 FEM4 LC3 General Membrane Stress (Viewed from the South Direction)

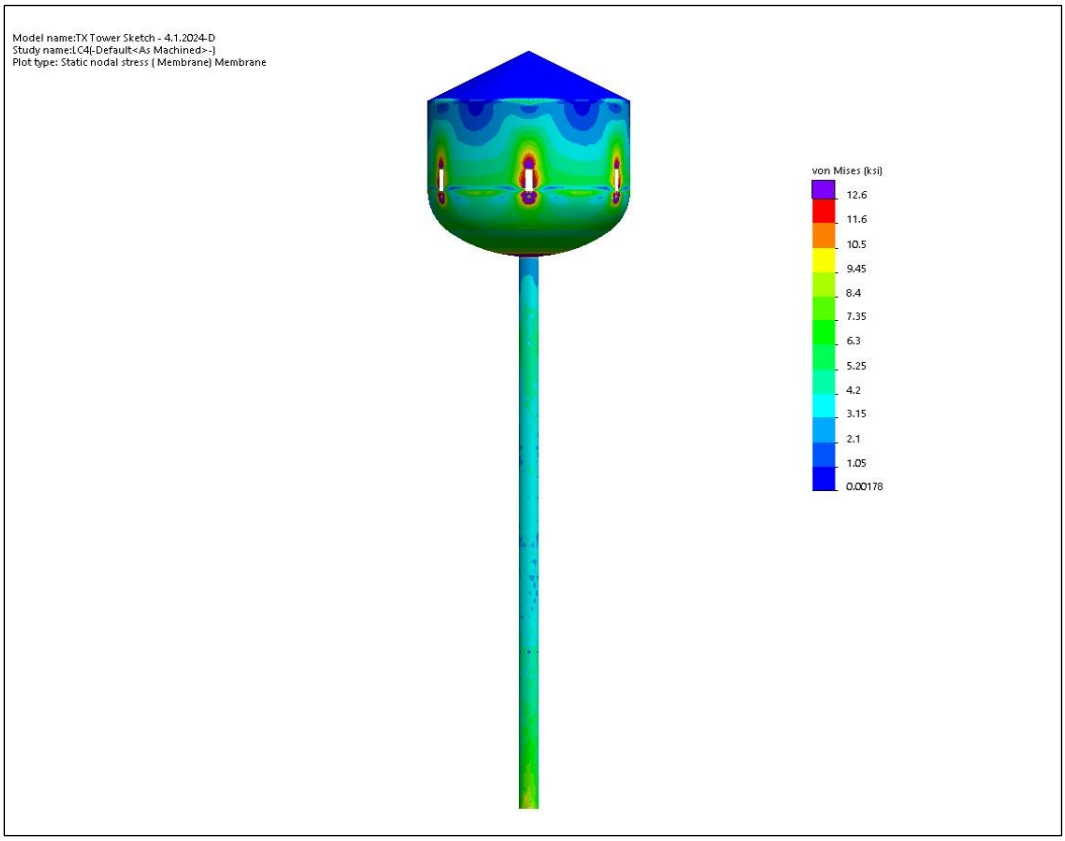


Figure 15 FEM4 LC4 General Membrane Stress (Viewed from the South Direction)

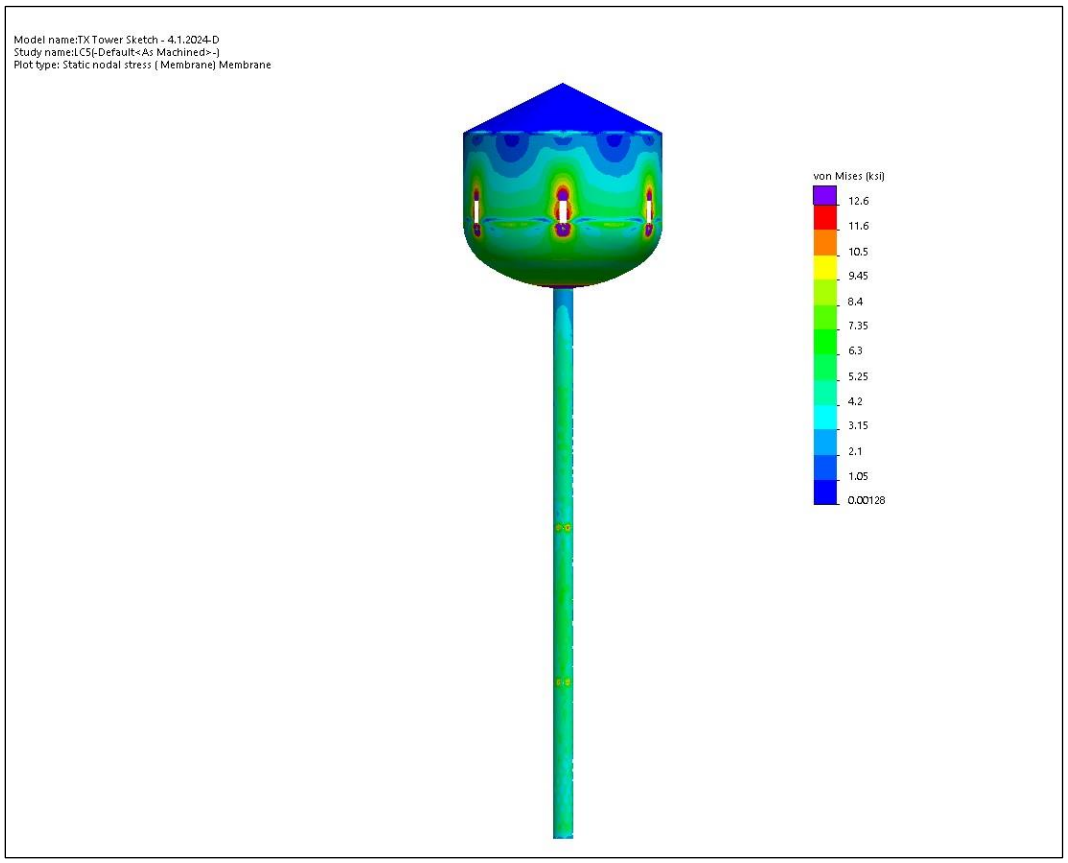


Figure 16 FEM4 LC5 General Membrane Stress (Viewed from the South Direction)

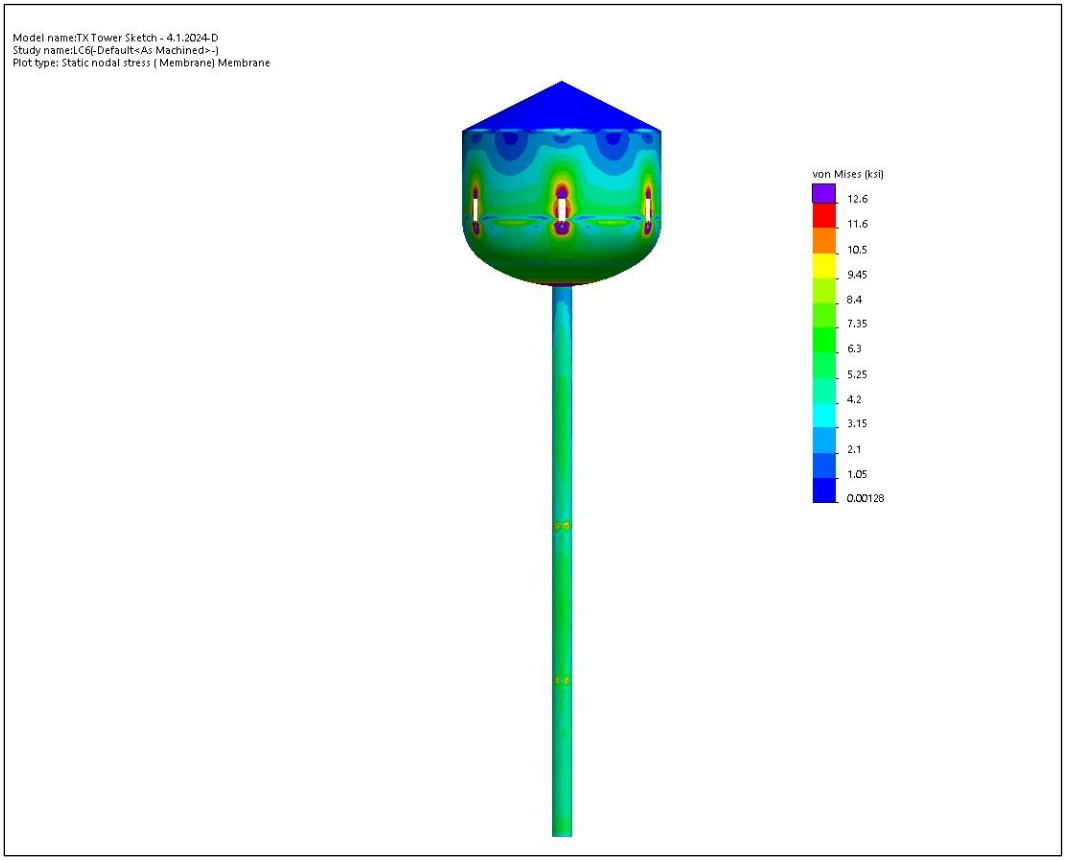


Figure 17 FEM4 LC6 General Membrane Stress (Viewed from the South Direction)

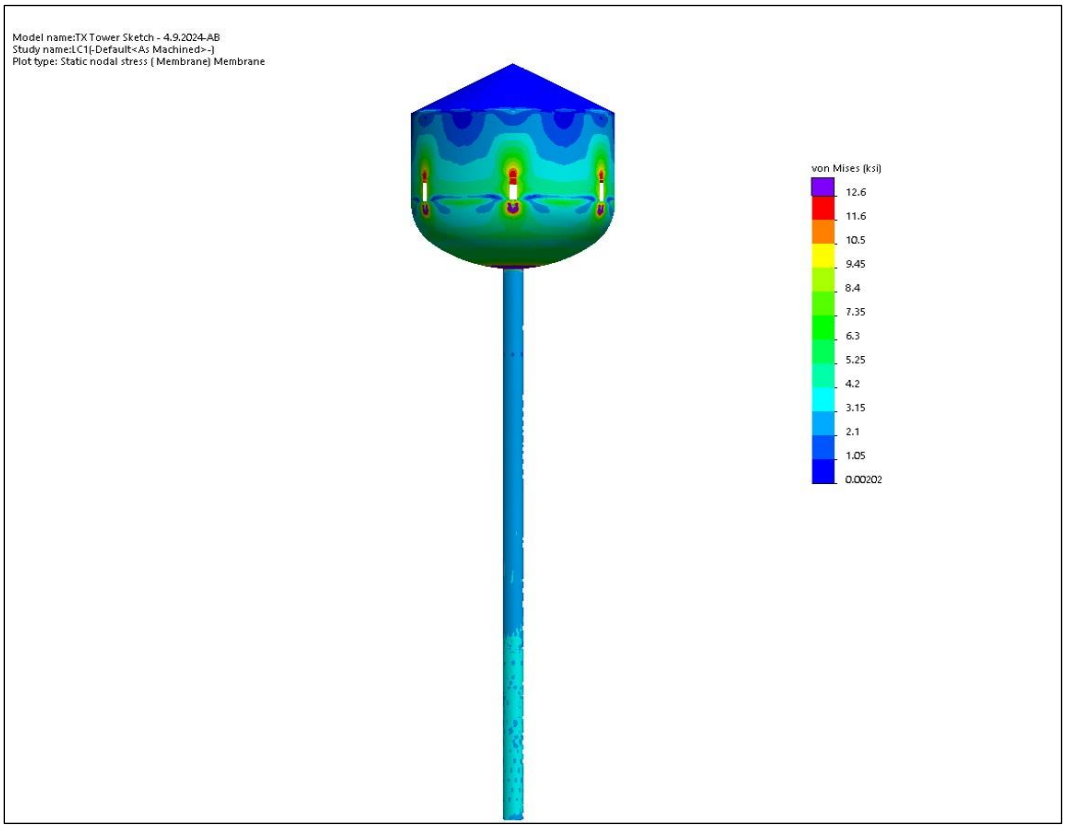


Figure 18 FEM5 LC1 General Membrane Stress (Viewed from the South Direction)

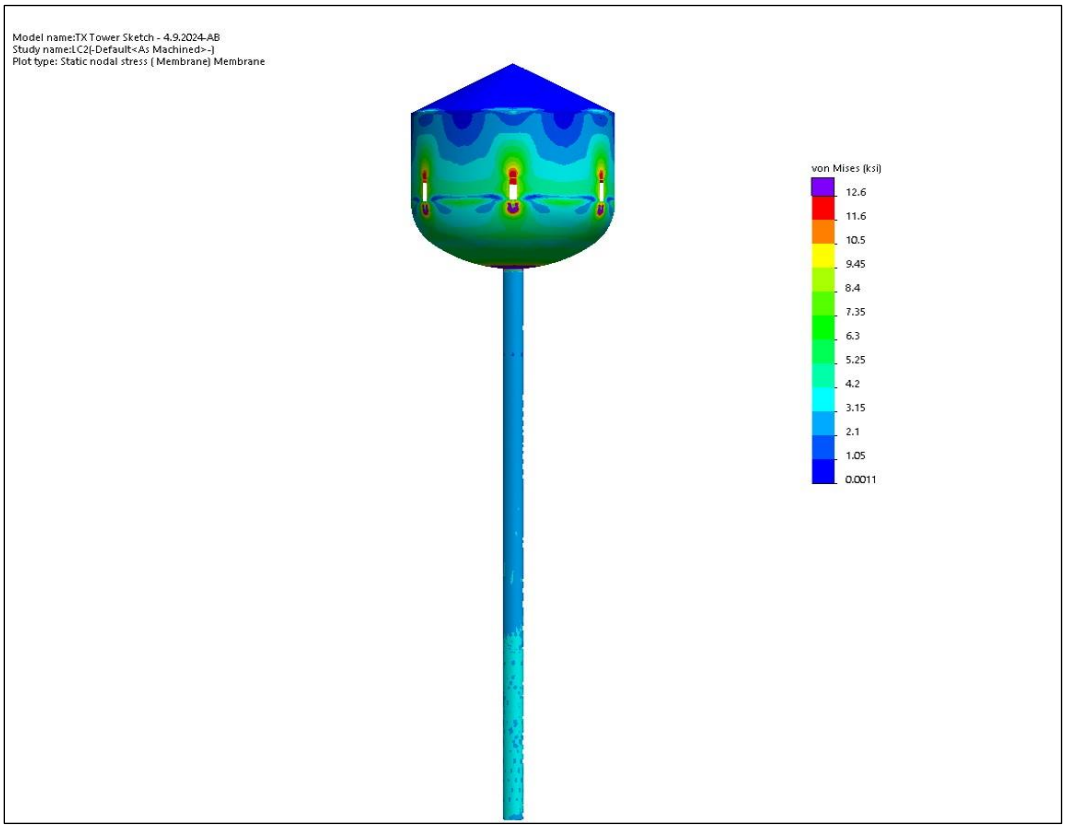


Figure 19 FEM5 LC2 General Membrane Stress (Viewed from the South Direction)

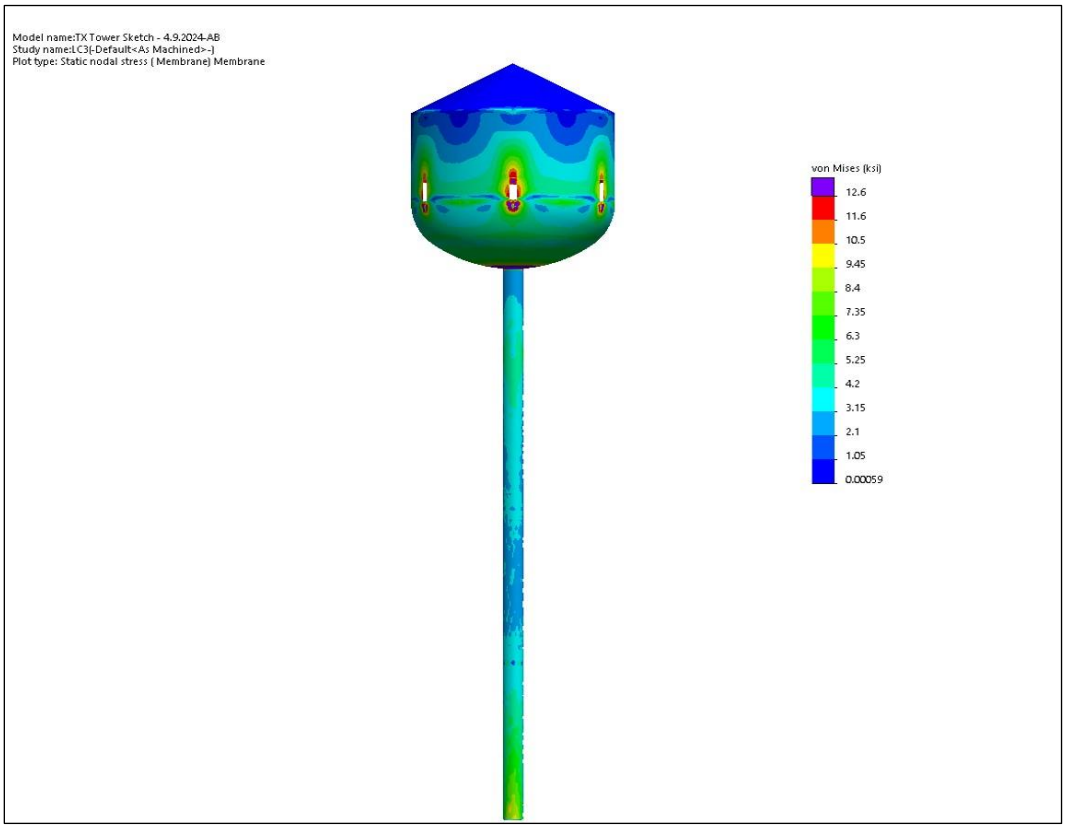


Figure 20 FEM5 LC3 General Membrane Stress (Viewed from the South Direction)

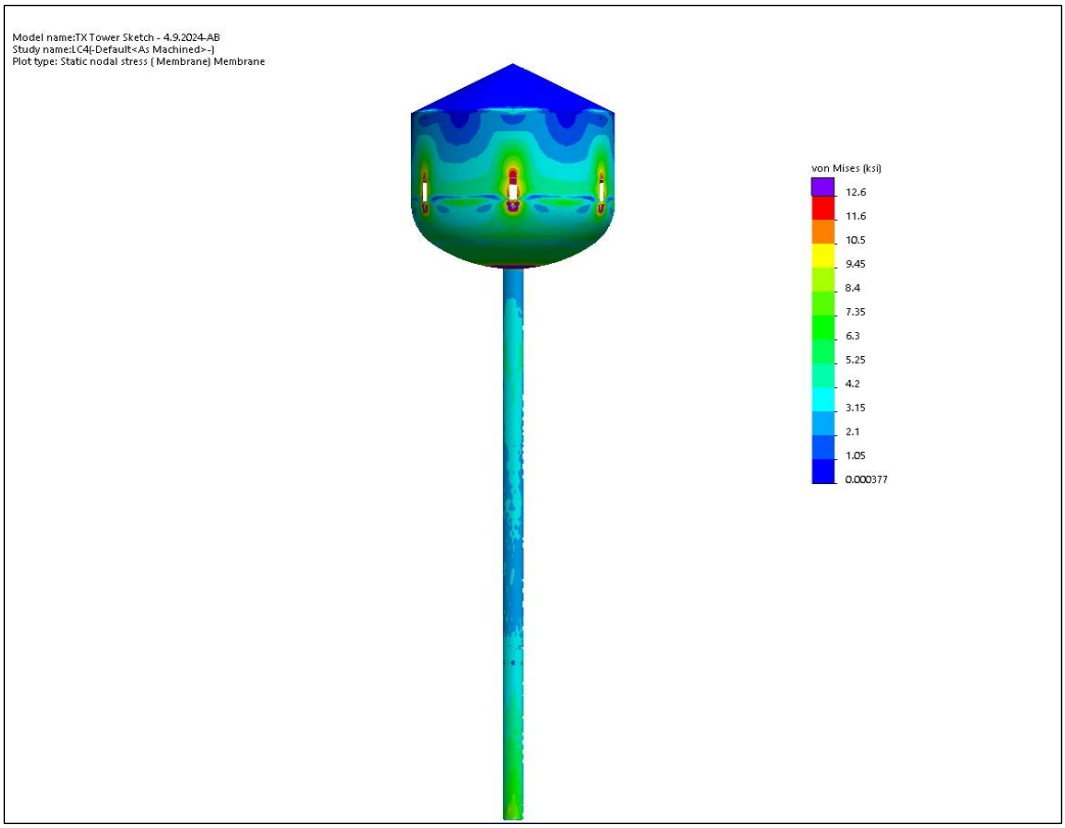


Figure 21 FEM5 LC4 General Membrane Stress (Viewed from the South Direction)

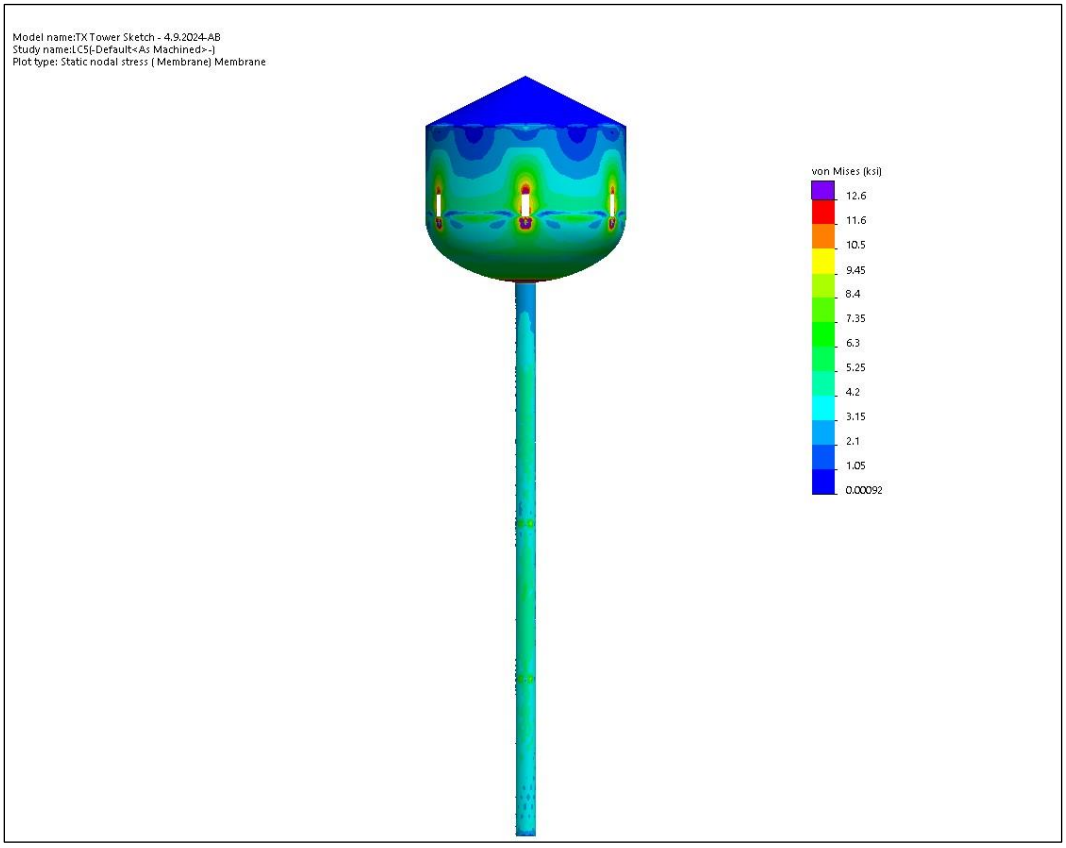


Figure 22 FEM5 LC5 General Membrane Stress (Viewed from the South Direction)

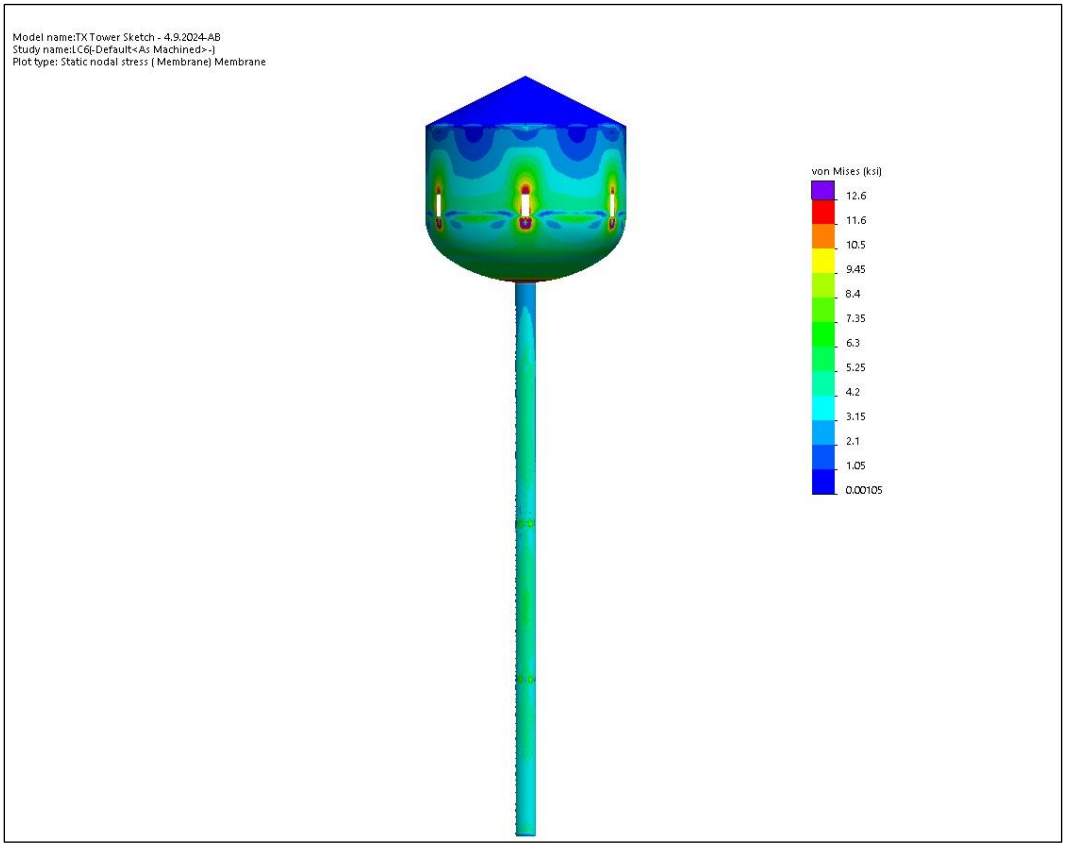


Figure 23 FEM5 LC6 General Membrane Stress (Viewed from the South Direction)

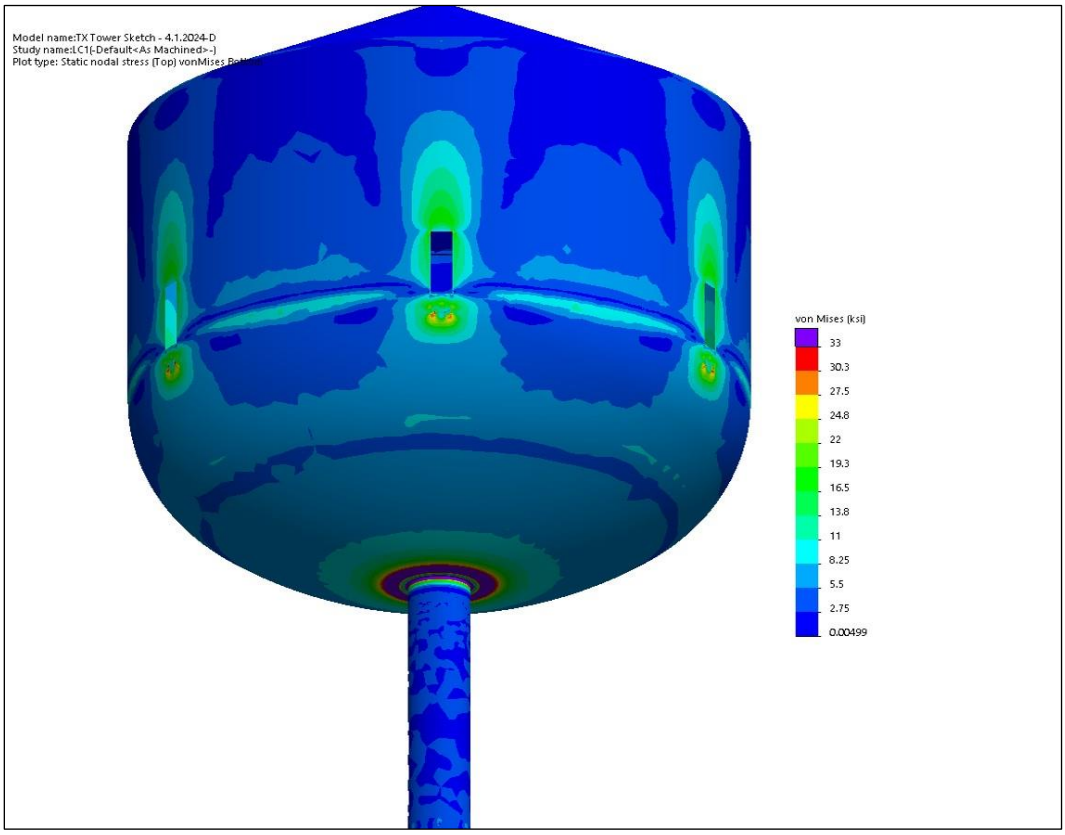


Figure 24 FEM4 LC1 Local (von Mises) Stress (Viewed from the South Direction)

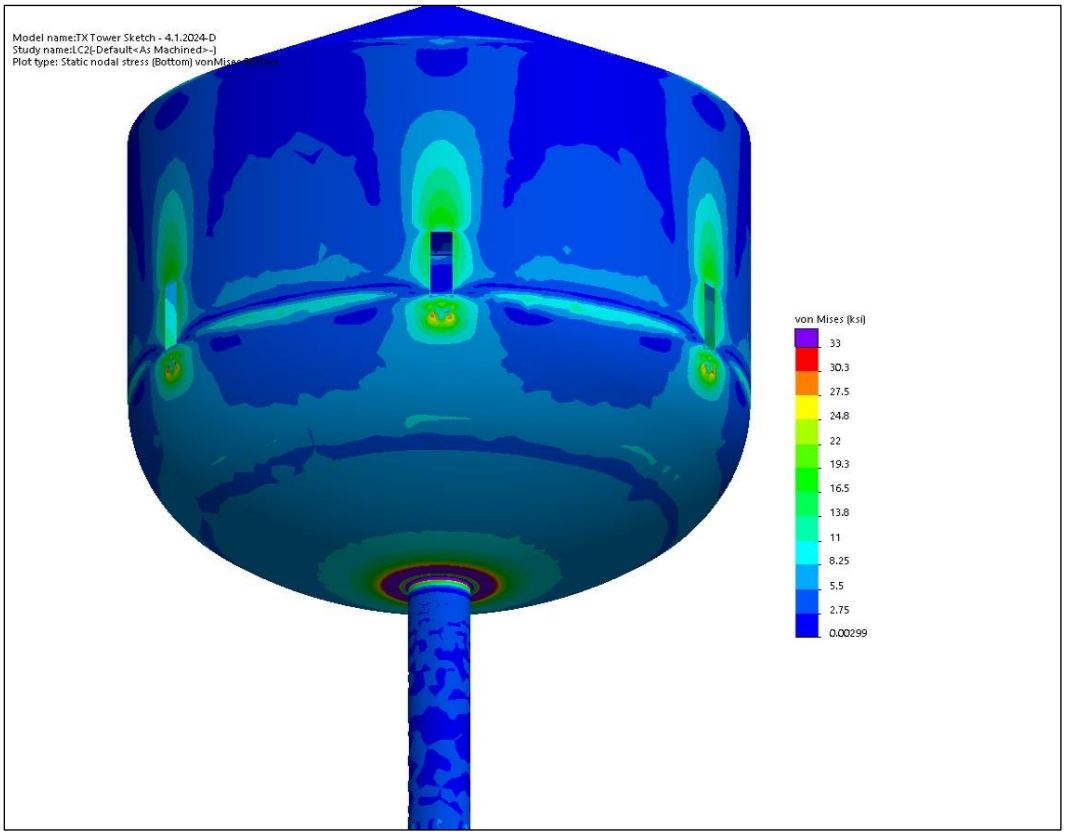


Figure 25 FEM4 LC2 Local (von Mises) Stress (Viewed from the South Direction)

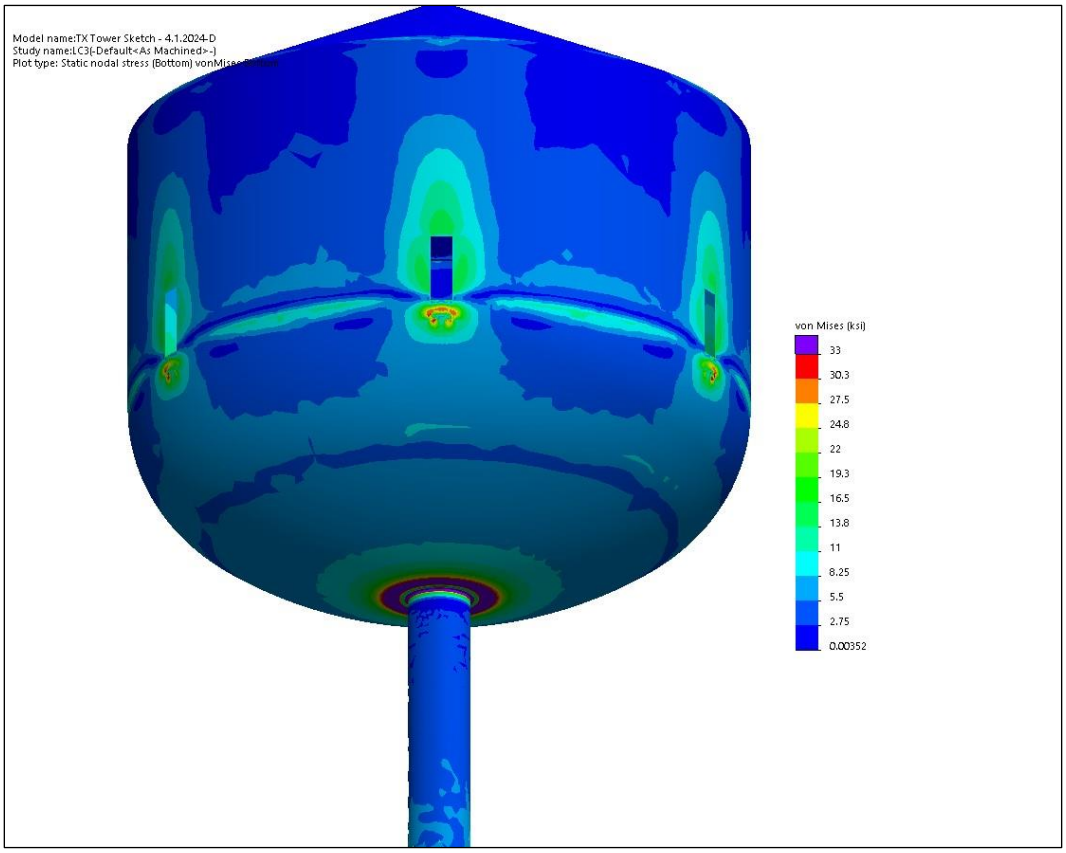


Figure 26 FEM4 LC3 Local (von Mises) Stress (Viewed from the South Direction)

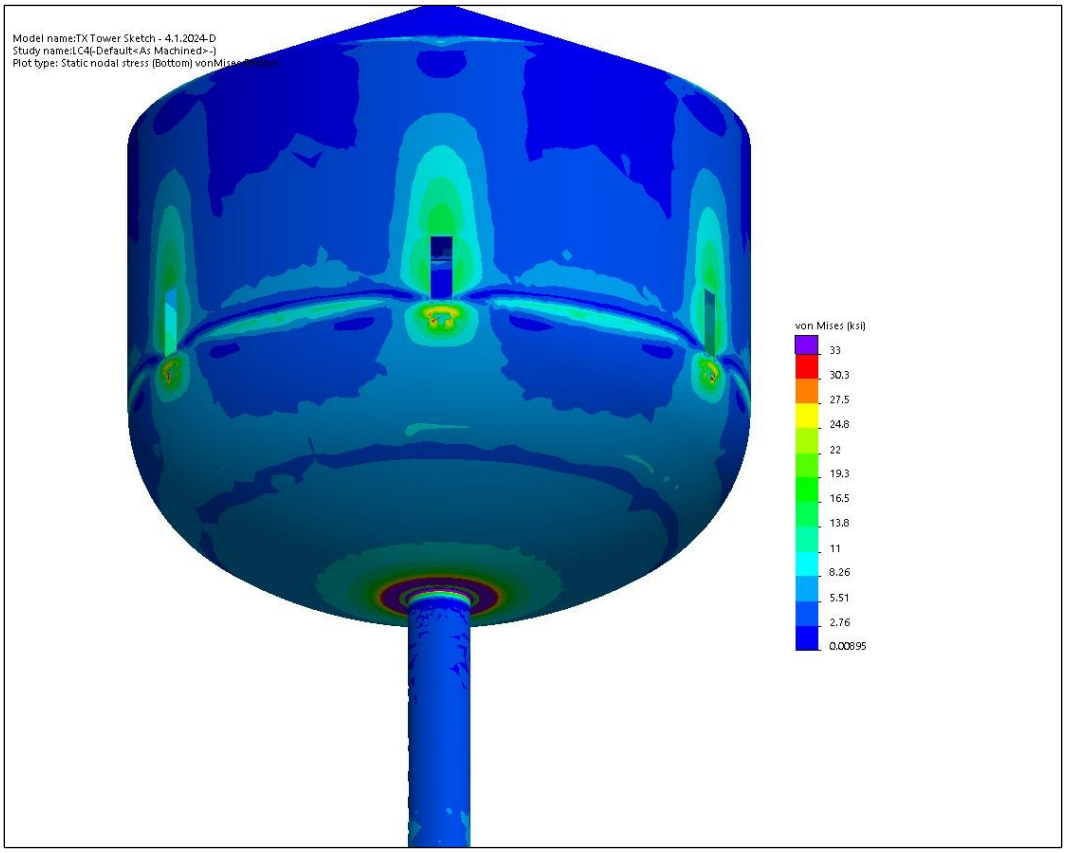


Figure 27 FEM4 LC4 Local (von Mises) Stress (Viewed from the South Direction)

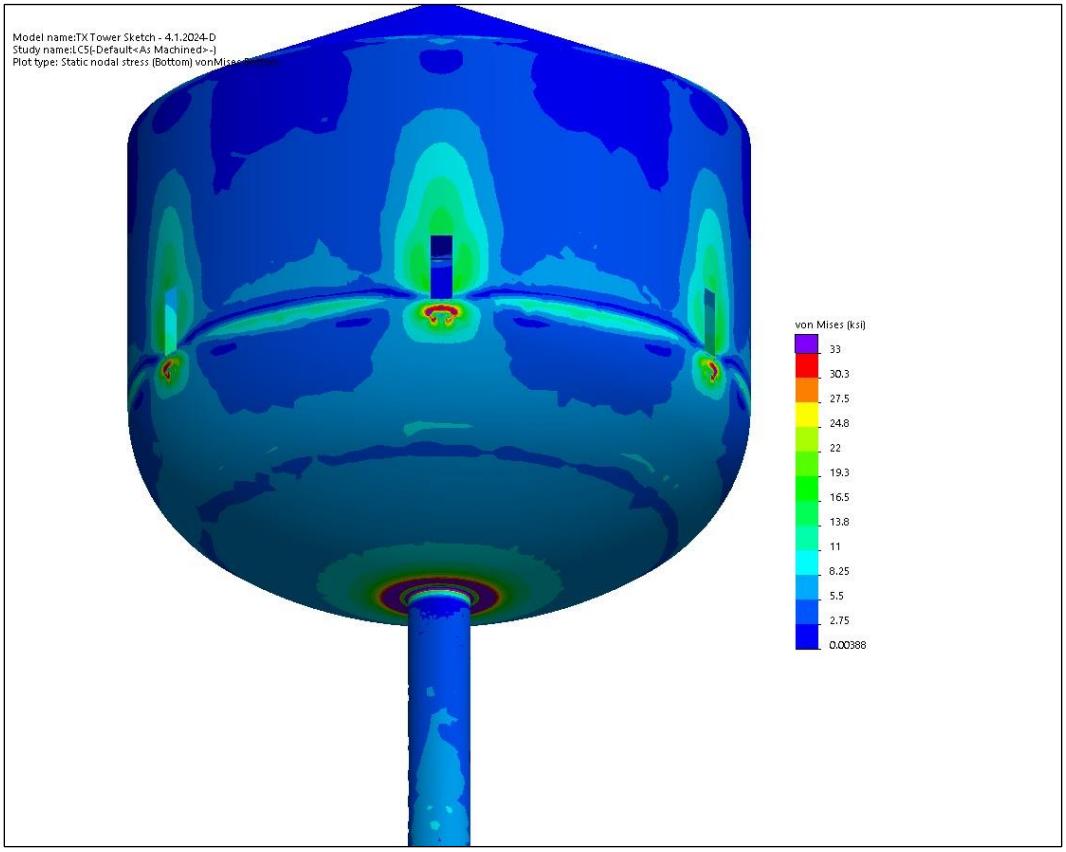


Figure 28 FEM4 LC5 Local (von Mises) Stress (Viewed from the South Direction)

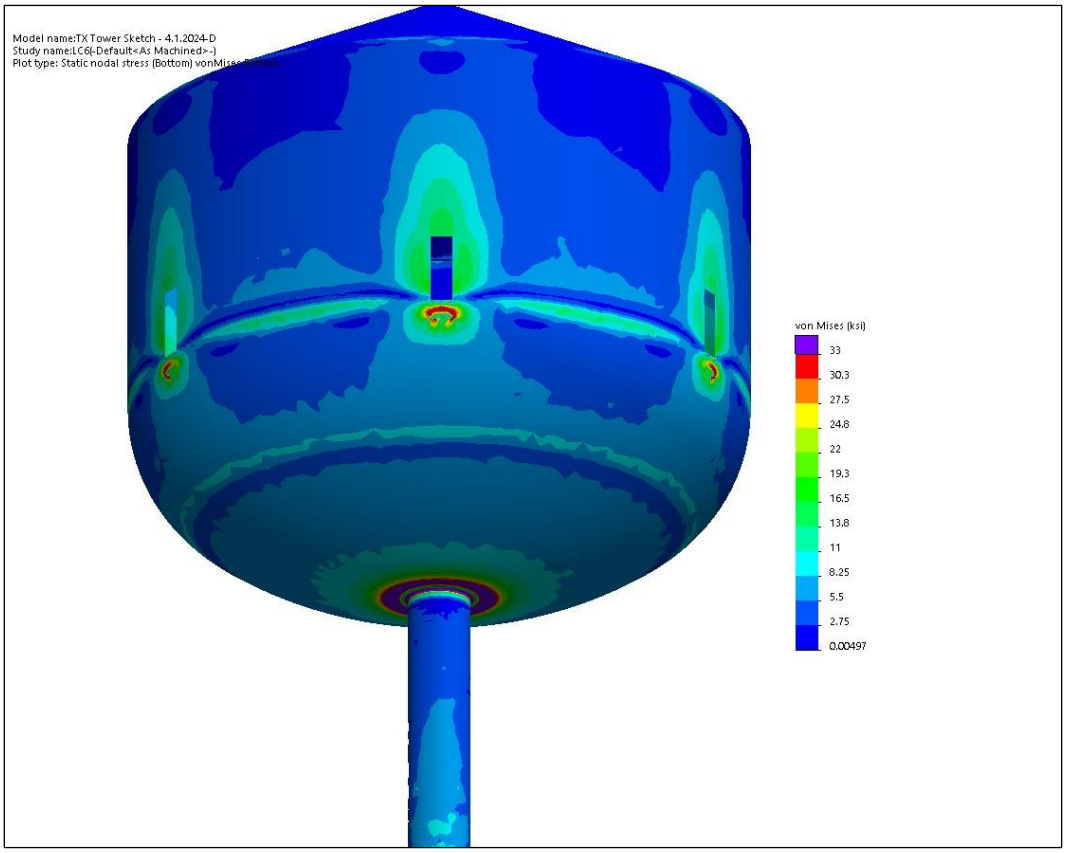


Figure 29 FEM4 LC6 Local (von Mises) Stress (Viewed from the South Direction)

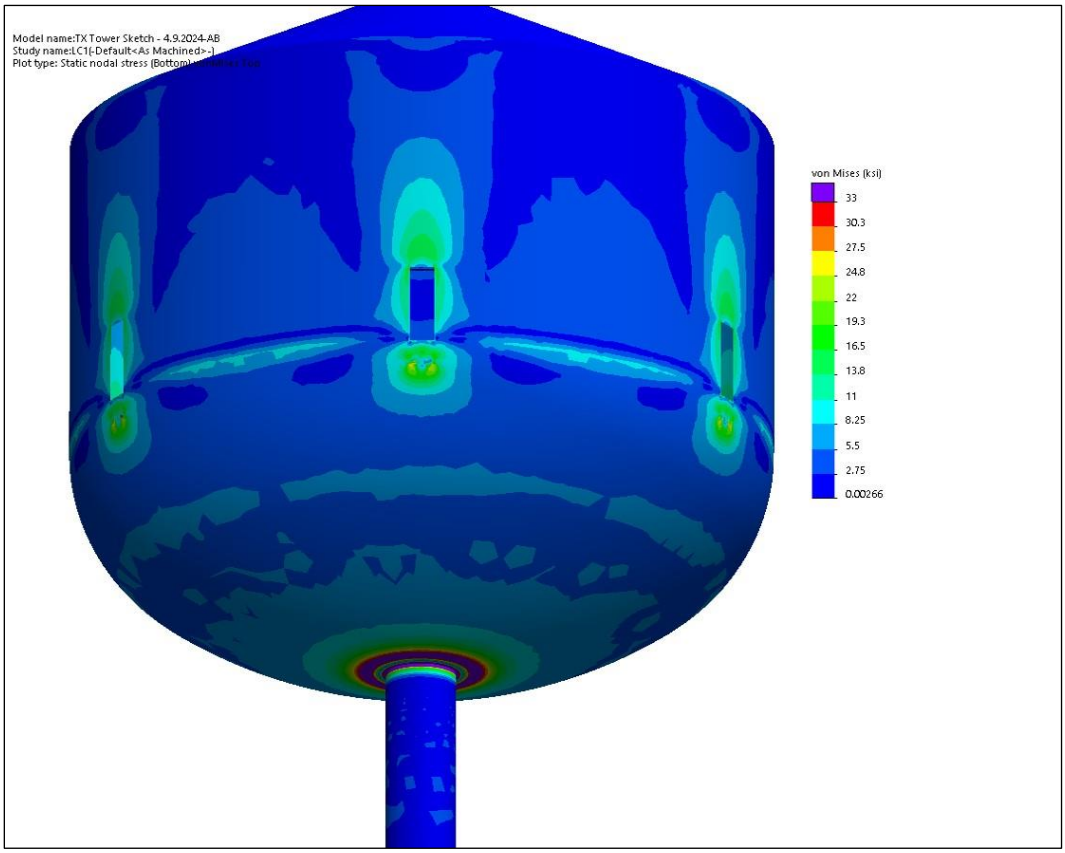


Figure 30 FEM5 LC1 Local (von Mises) Stress (Viewed from the South Direction)

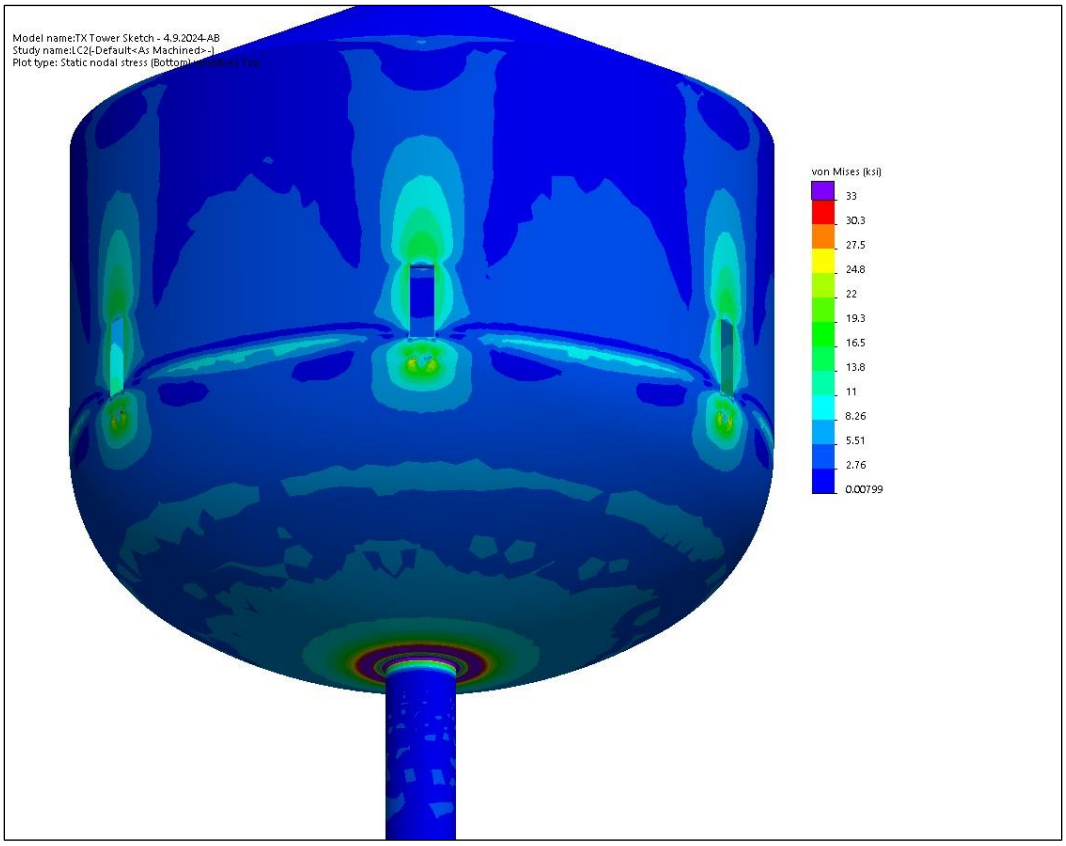


Figure 31 FEM5 LC2 Local (von Mises) Stress (Viewed from the South Direction)

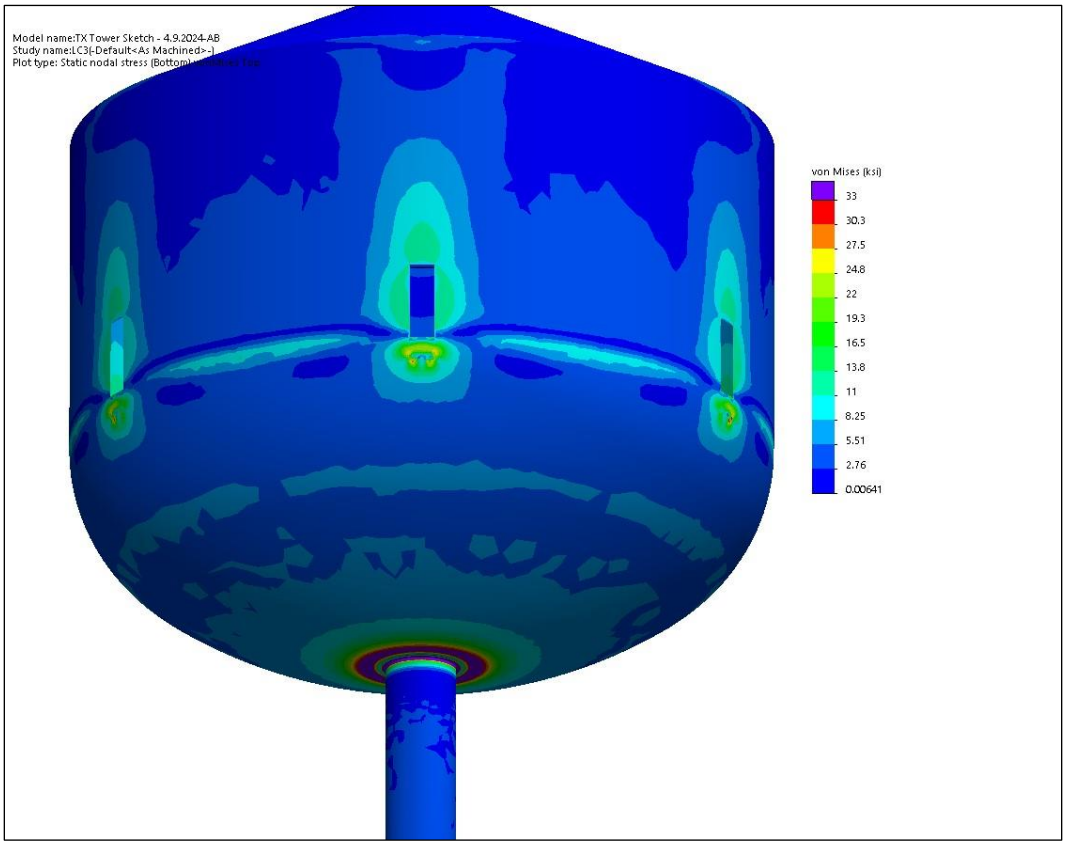


Figure 32 FEM5 LC3 Local (von Mises) Stress (Viewed from the South Direction)

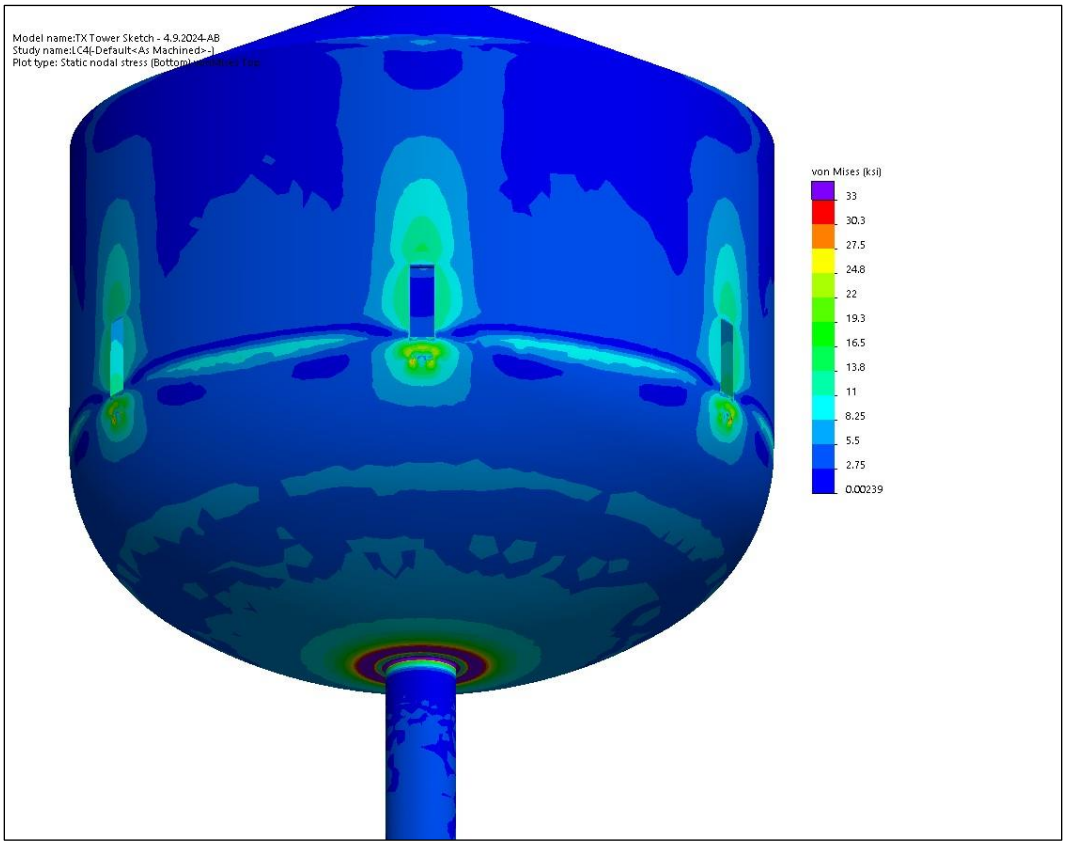


Figure 33 FEM5 LC4 Local (von Mises) (Viewed from the South Direction)

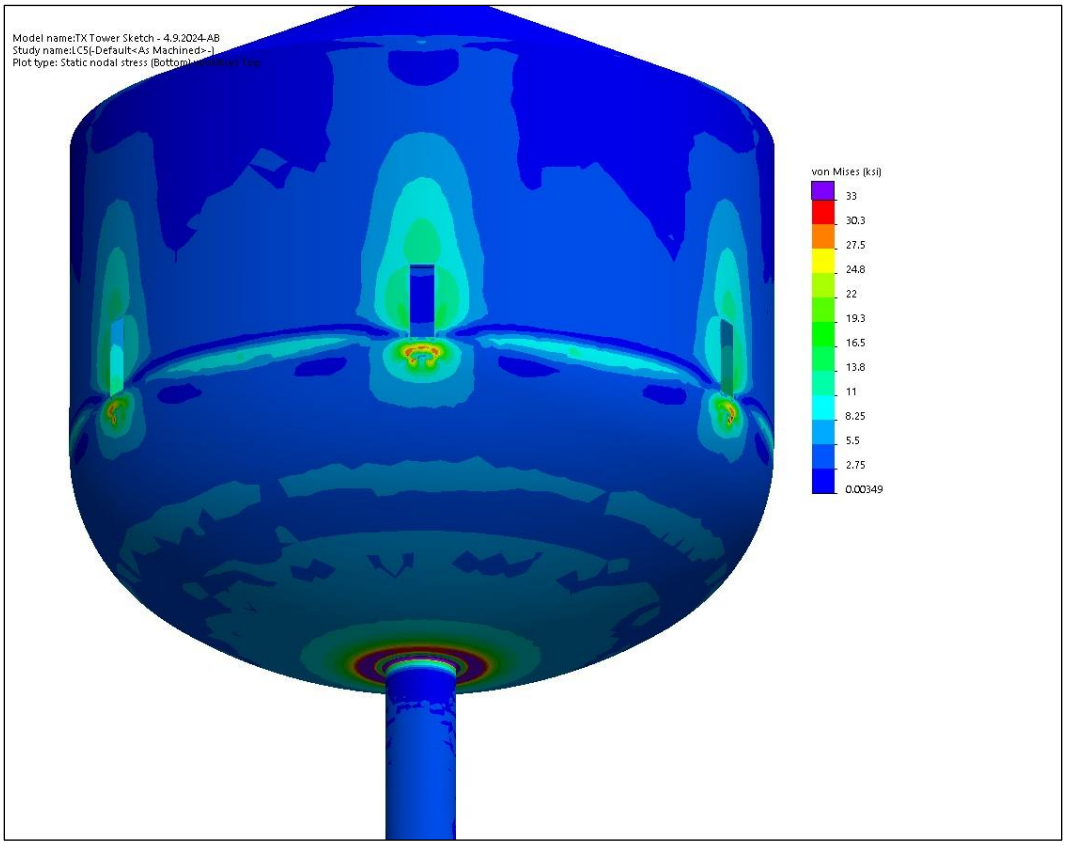


Figure 34 FEM5 LC5 Local (von Mises) (Viewed from the South Direction)

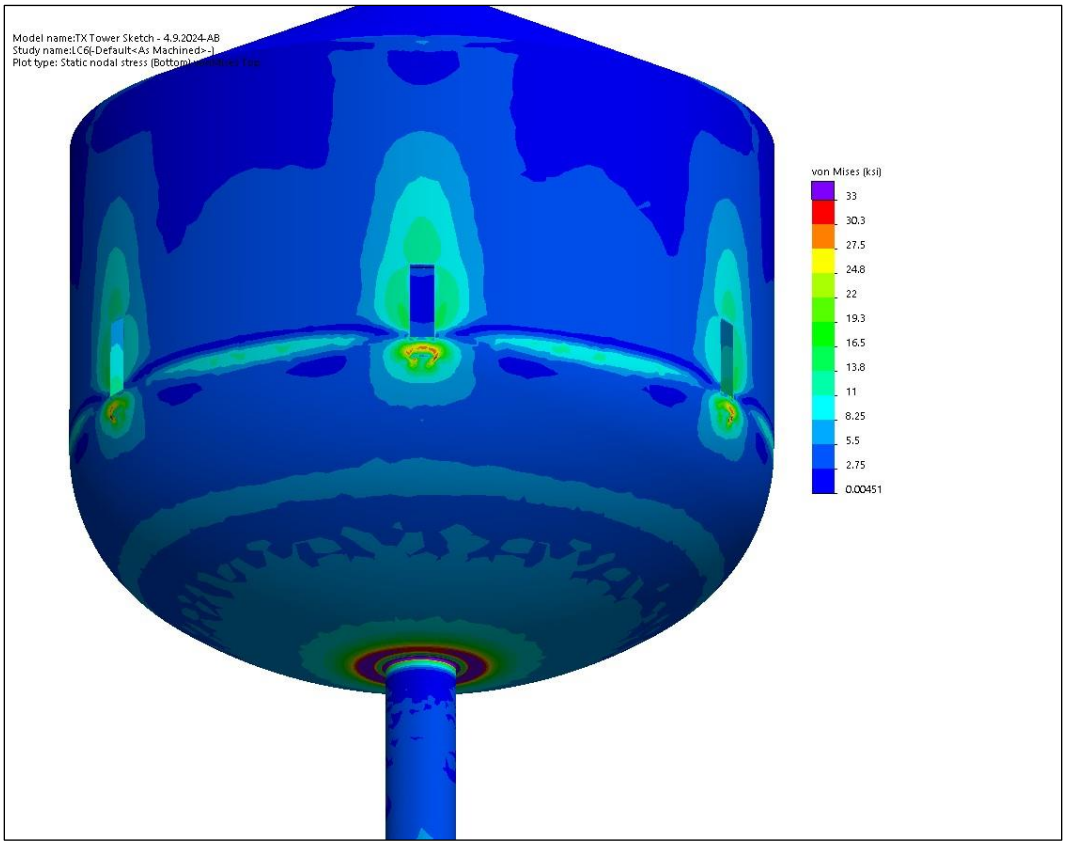


Figure 35 FEM5 LC6 Local (von Mises) (Viewed from the South Direction)

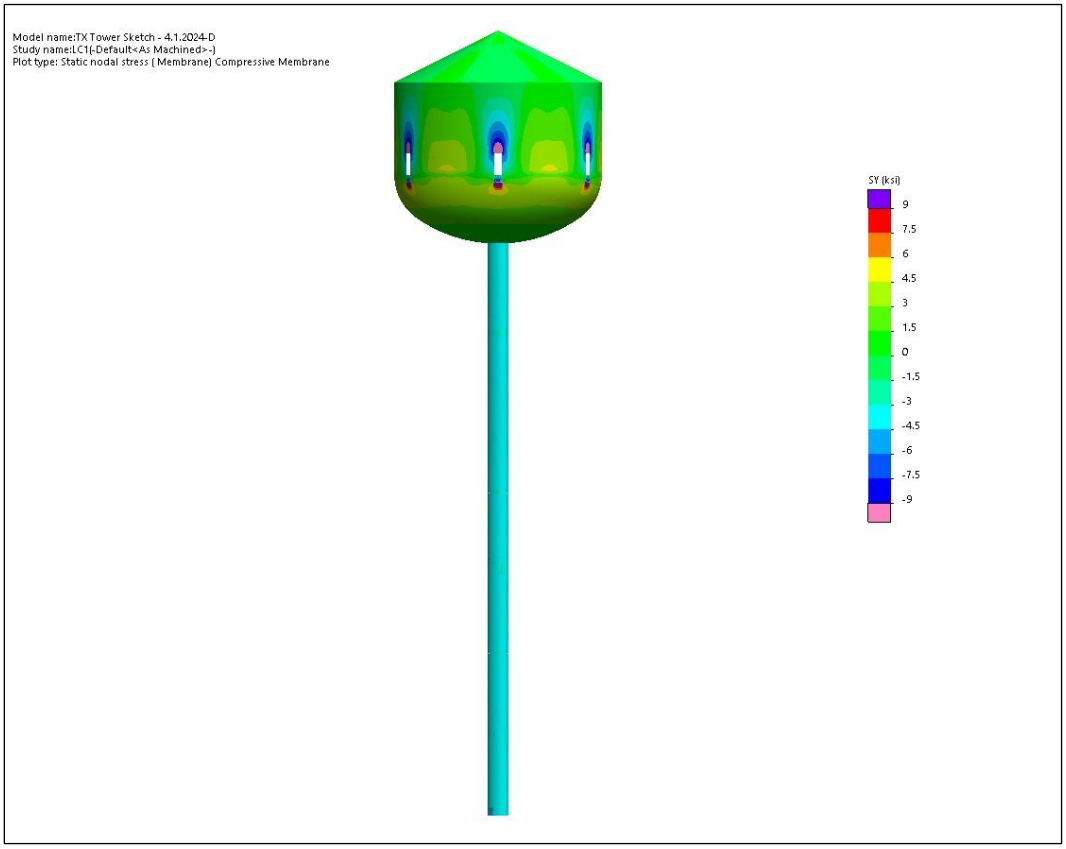


Figure 36 FEM4 LC1 Compressive Membrane Stress (Viewed from the South Direction)

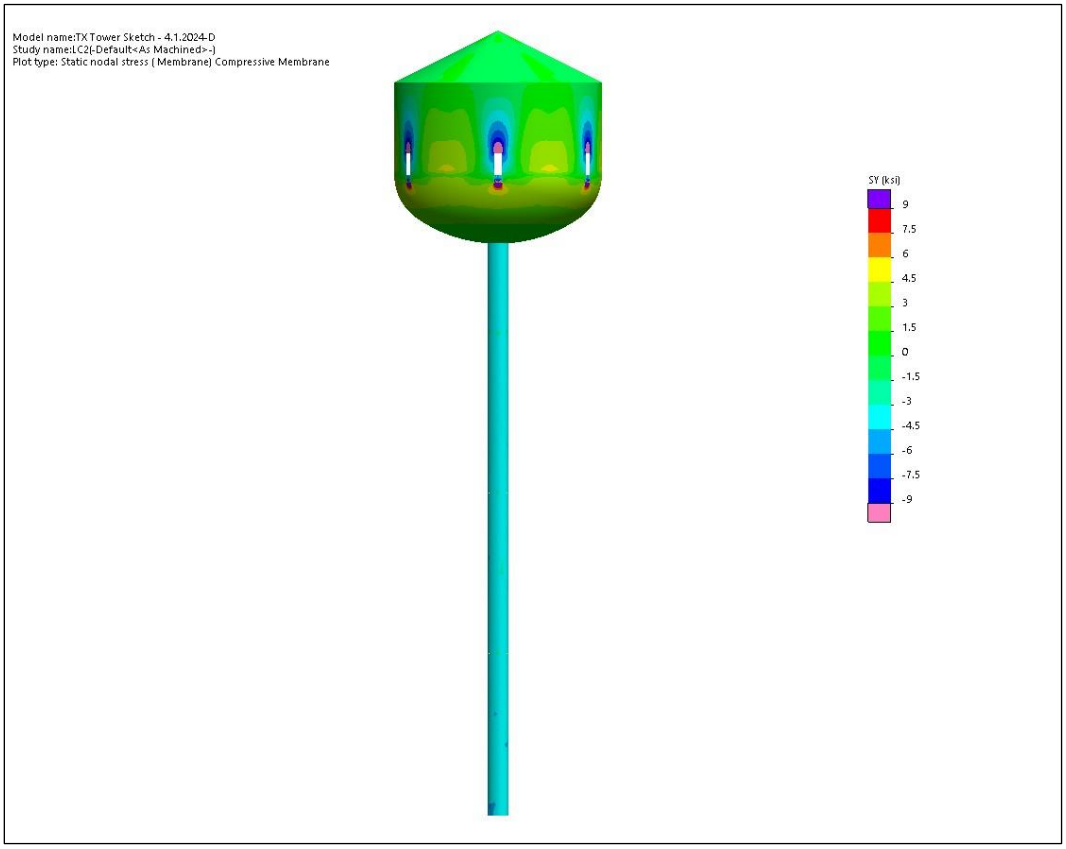


Figure 37 FEM4 LC2 Compressive Membrane Stress (Viewed from the South Direction)

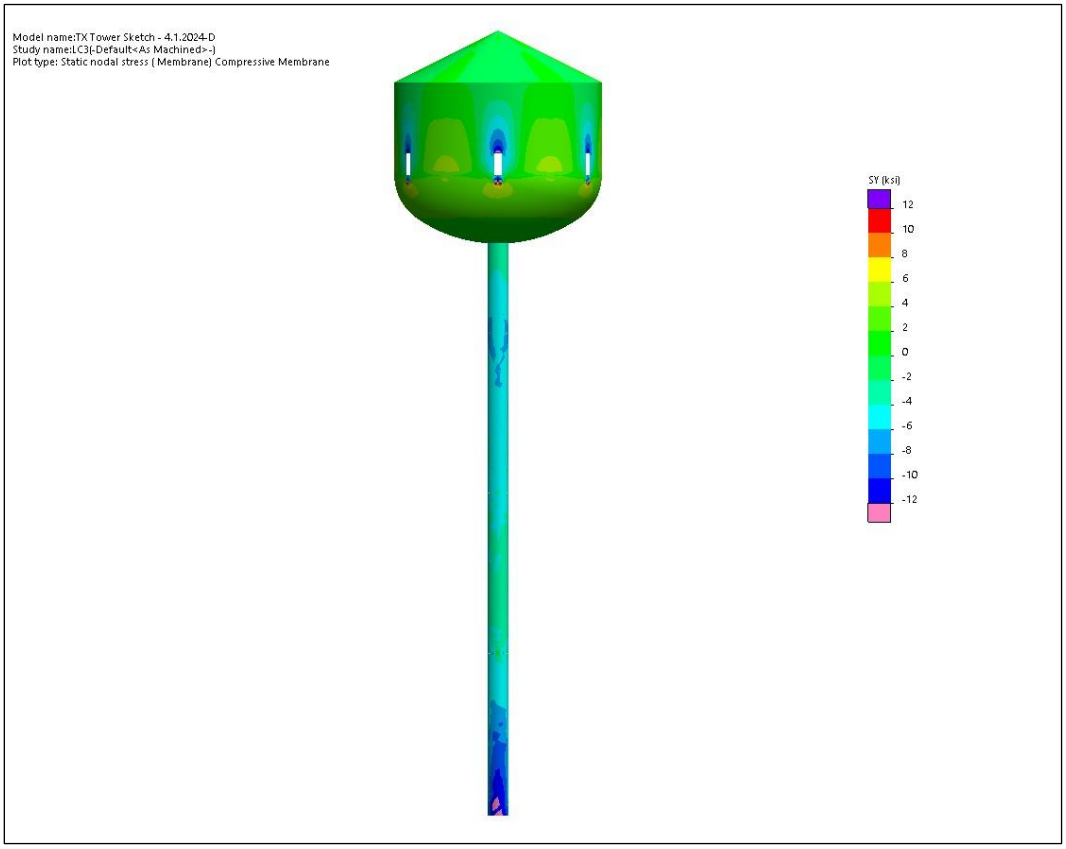


Figure 38 FEM4 LC3 Compressive Membrane Stress (Viewed from the South Direction)

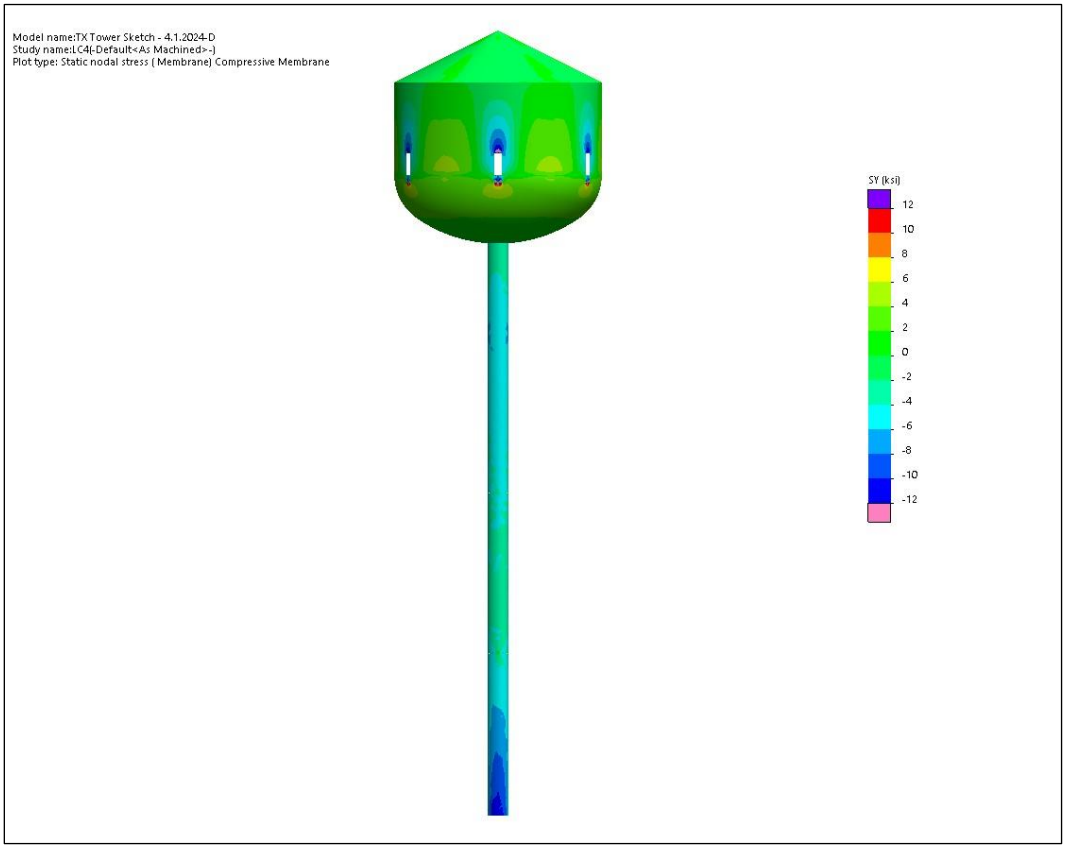


Figure 39 FEM4 LC4 Compressive Membrane Stress (Viewed from the South Direction)

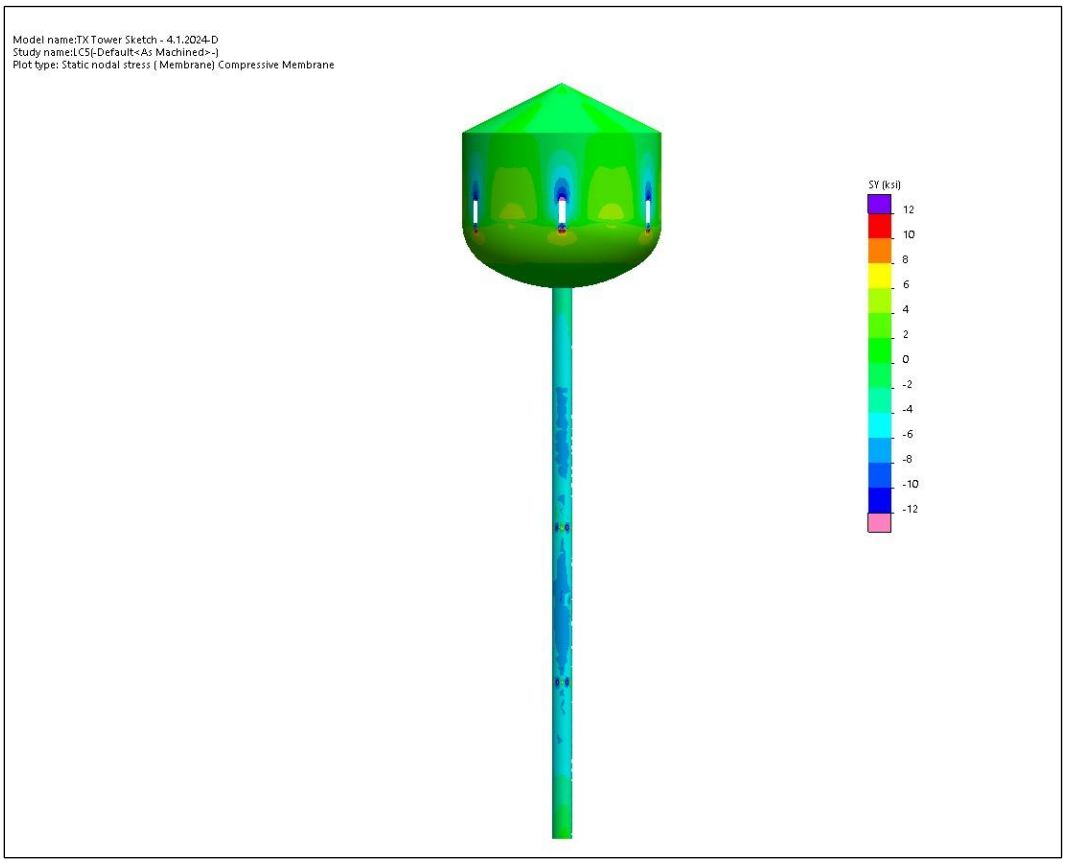


Figure 40 FEM4 LC5 Compressive Membrane Stress (Viewed from the South Direction)

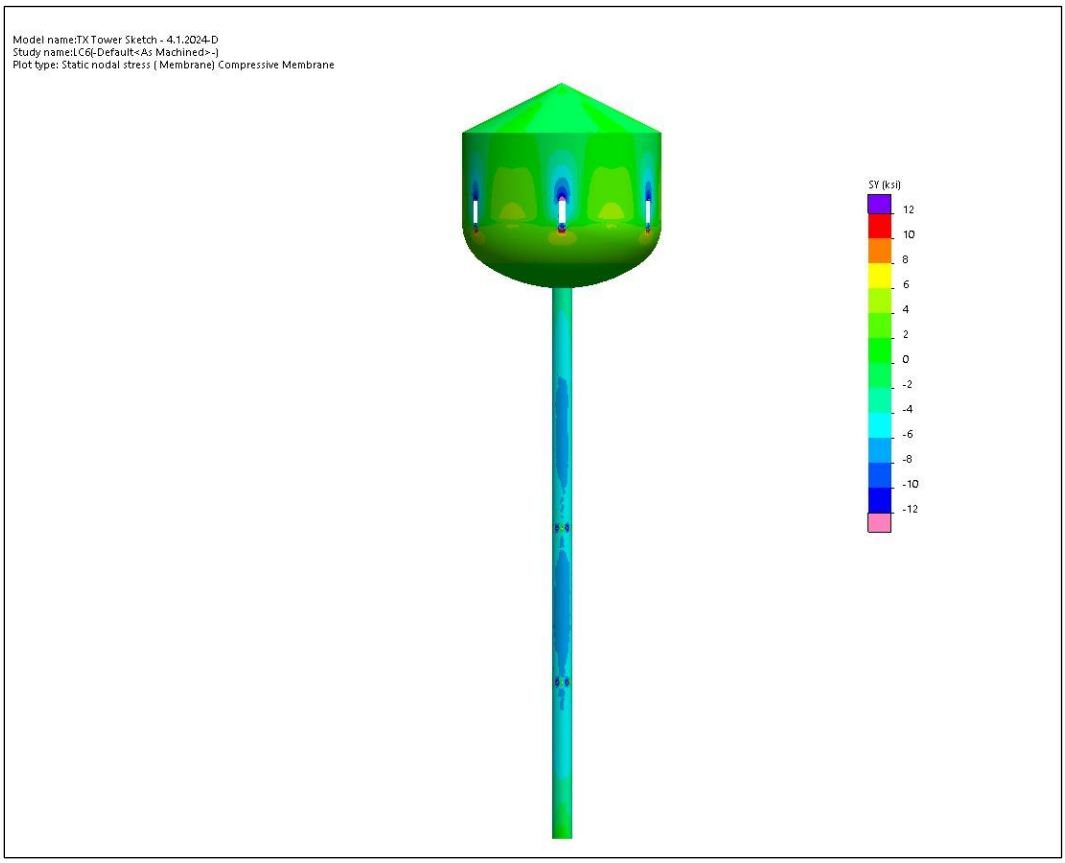


Figure 41 FEM4 LC6 Compressive Membrane Stress (Viewed from the South Direction)

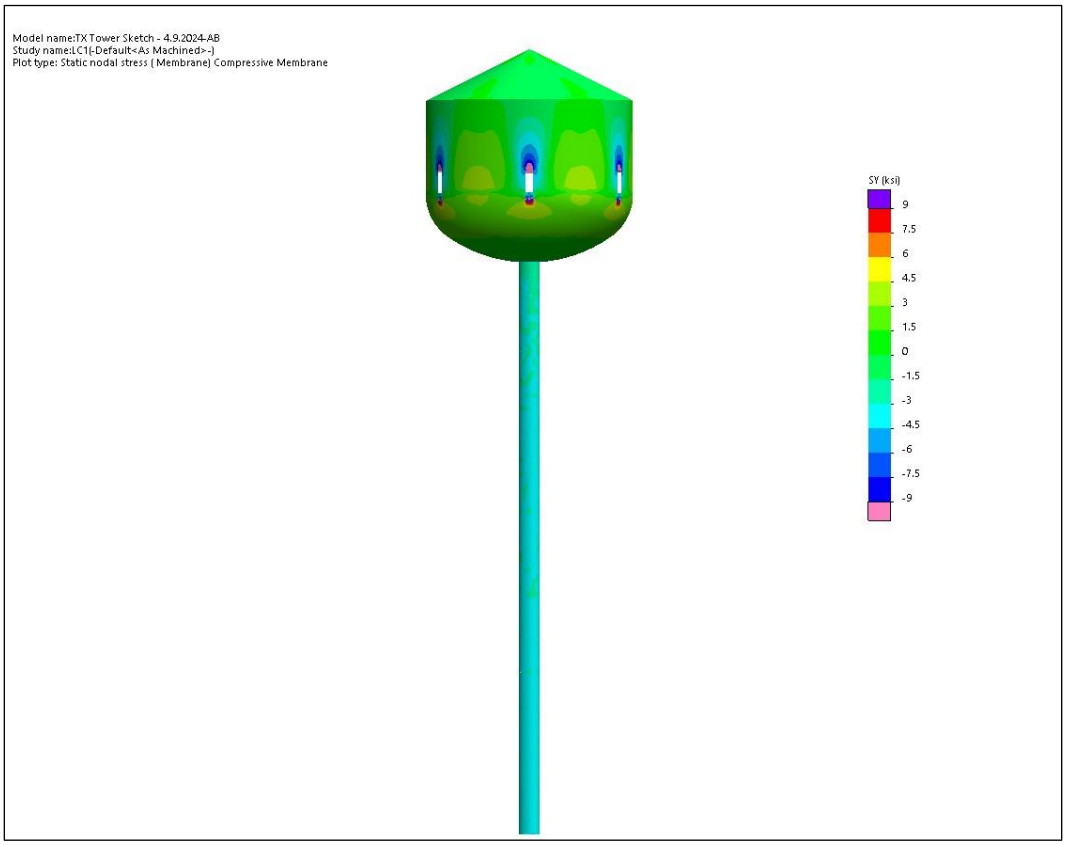


Figure 42 FEM5 LC1 Compressive Membrane Stress (Viewed from the South Direction)

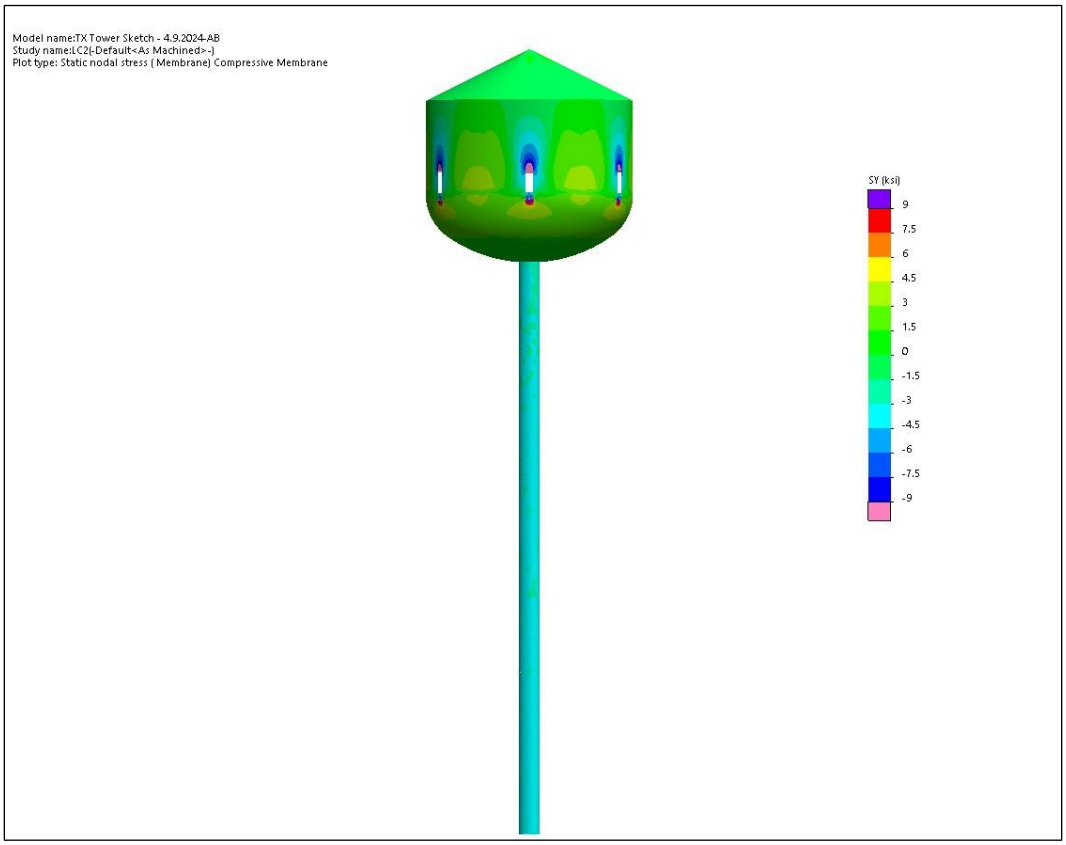


Figure 43 FEM5 LC2 Compressive Membrane Stress (Viewed from the South Direction)

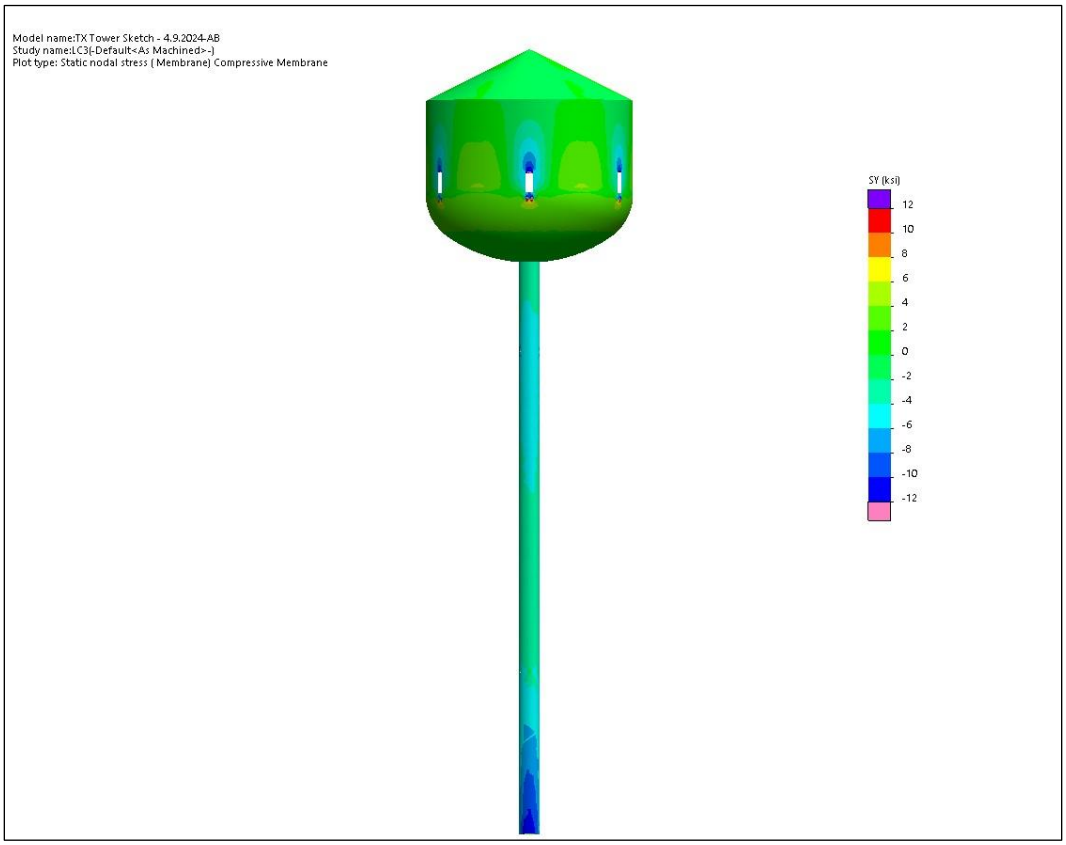


Figure 44 FEM5 LC3 Compressive Membrane Stress (Viewed from the South Direction)

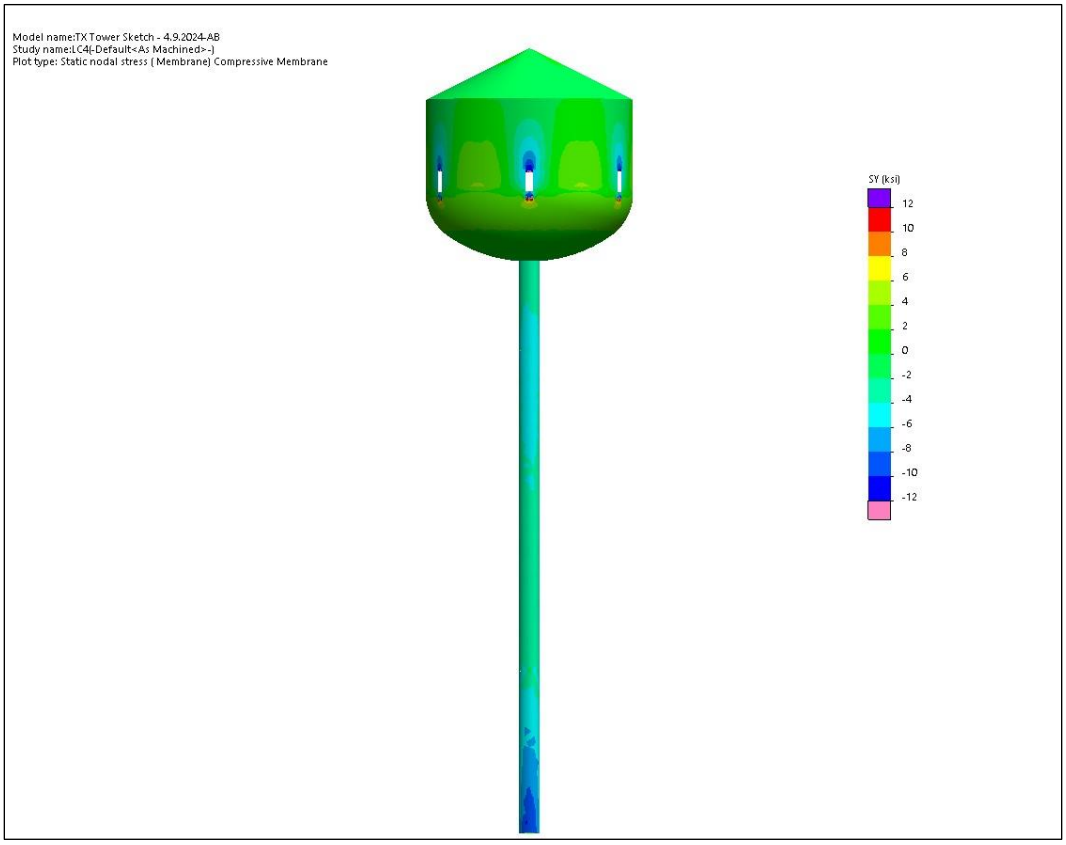


Figure 45 FEM5 LC4 Compressive Membrane Stress (Viewed from the South Direction)

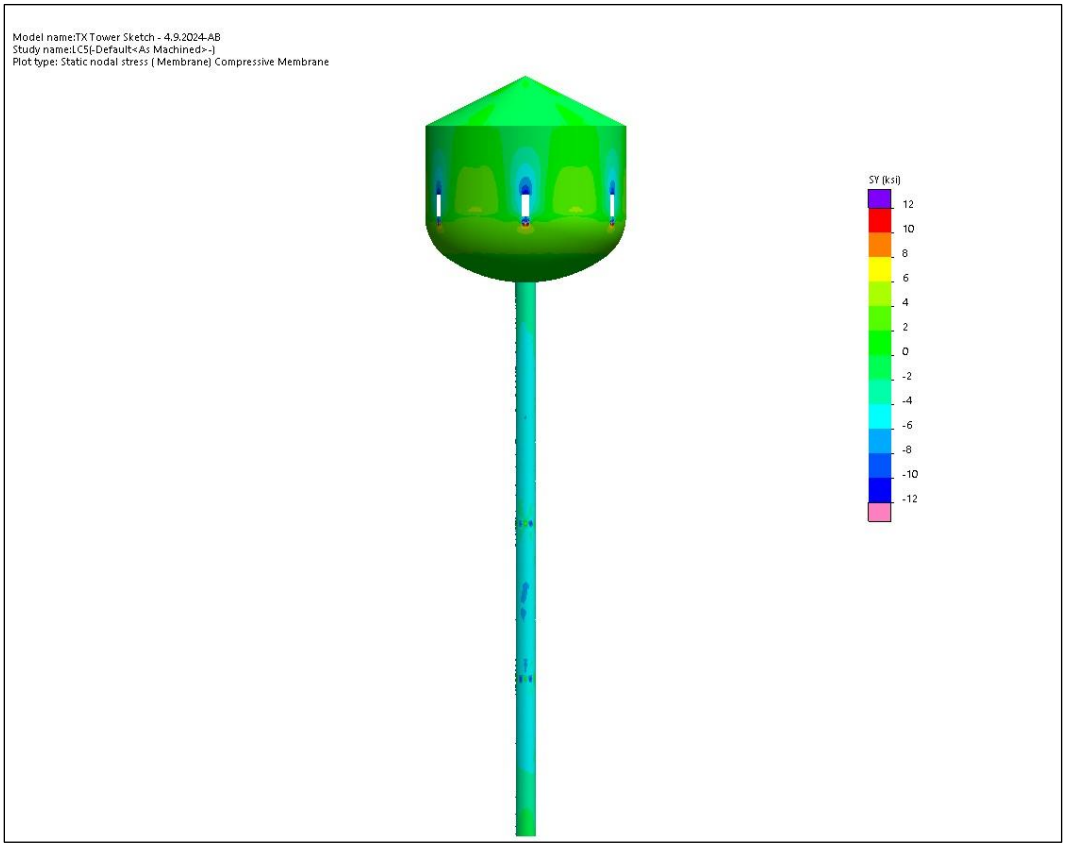


Figure 46 FEM5 LC5 Compressive Membrane Stress
(Viewed from the South Direction)

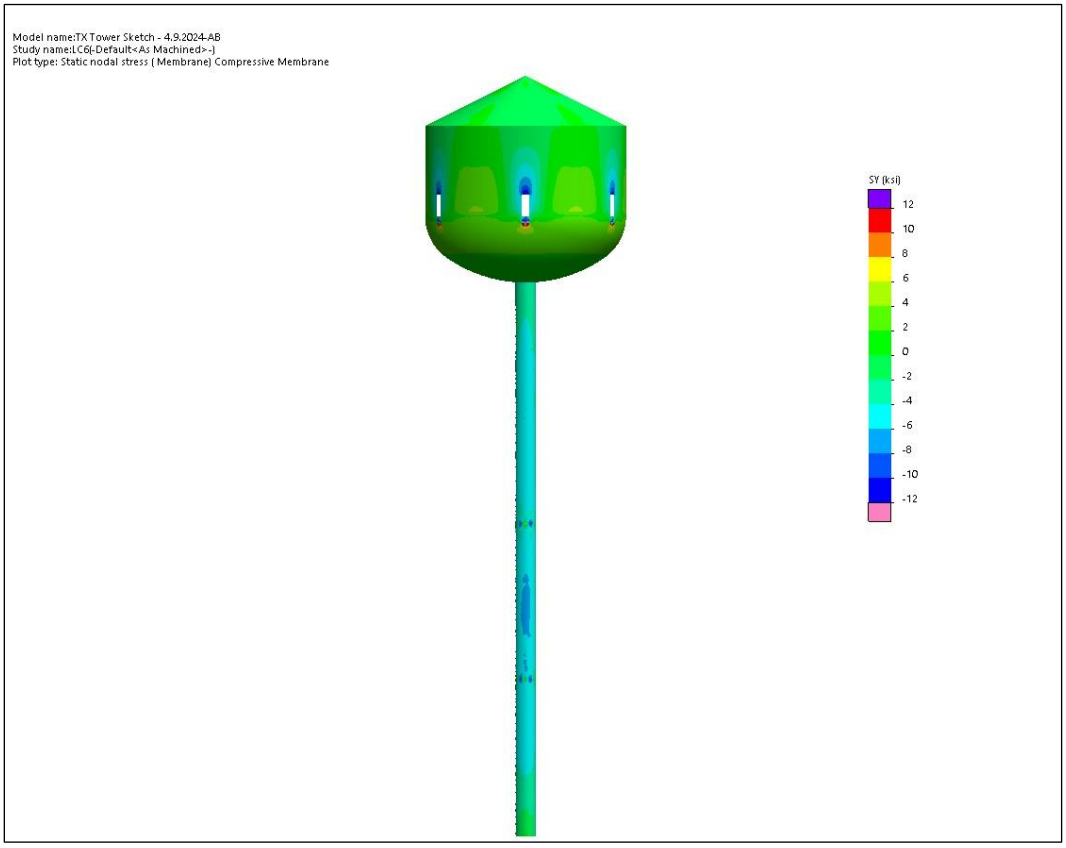


Figure 47 FEM5 LC6 Compressive Membrane Stress (Viewed from the South Direction)

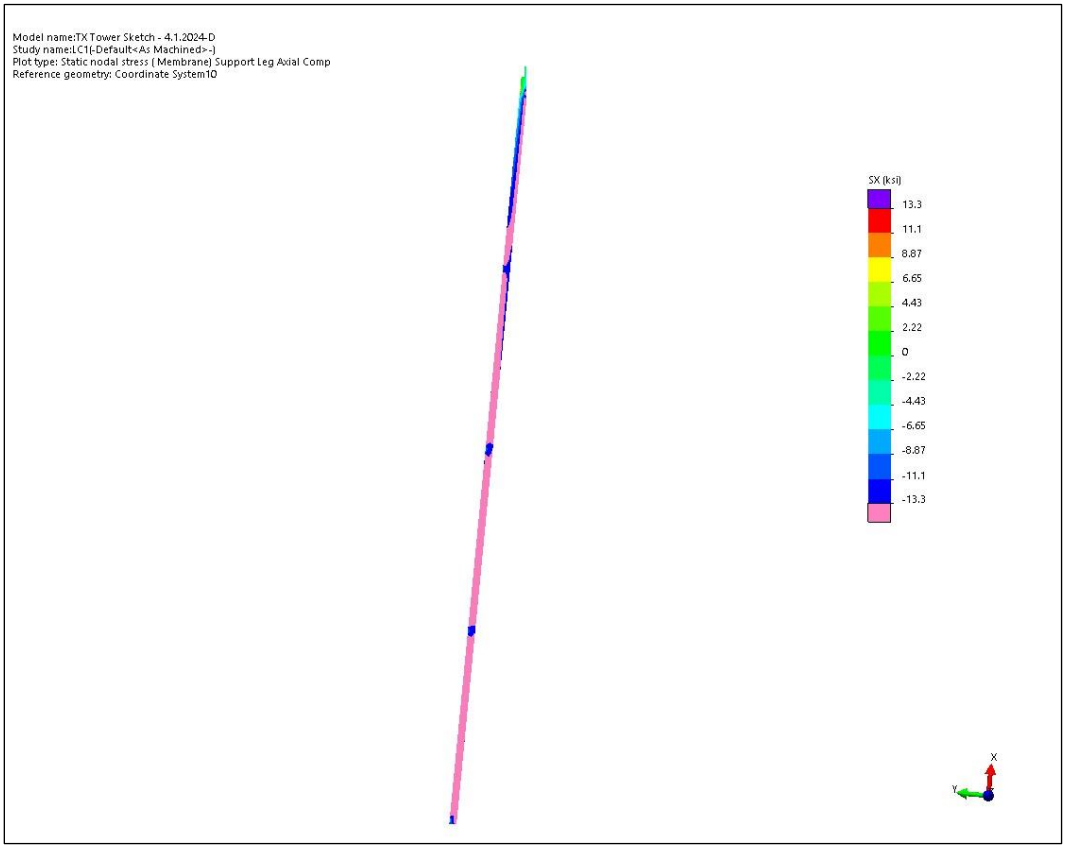


Figure 48 FEM4 LC1 Support Leg Compressive Stress (Viewed from the East Direction)

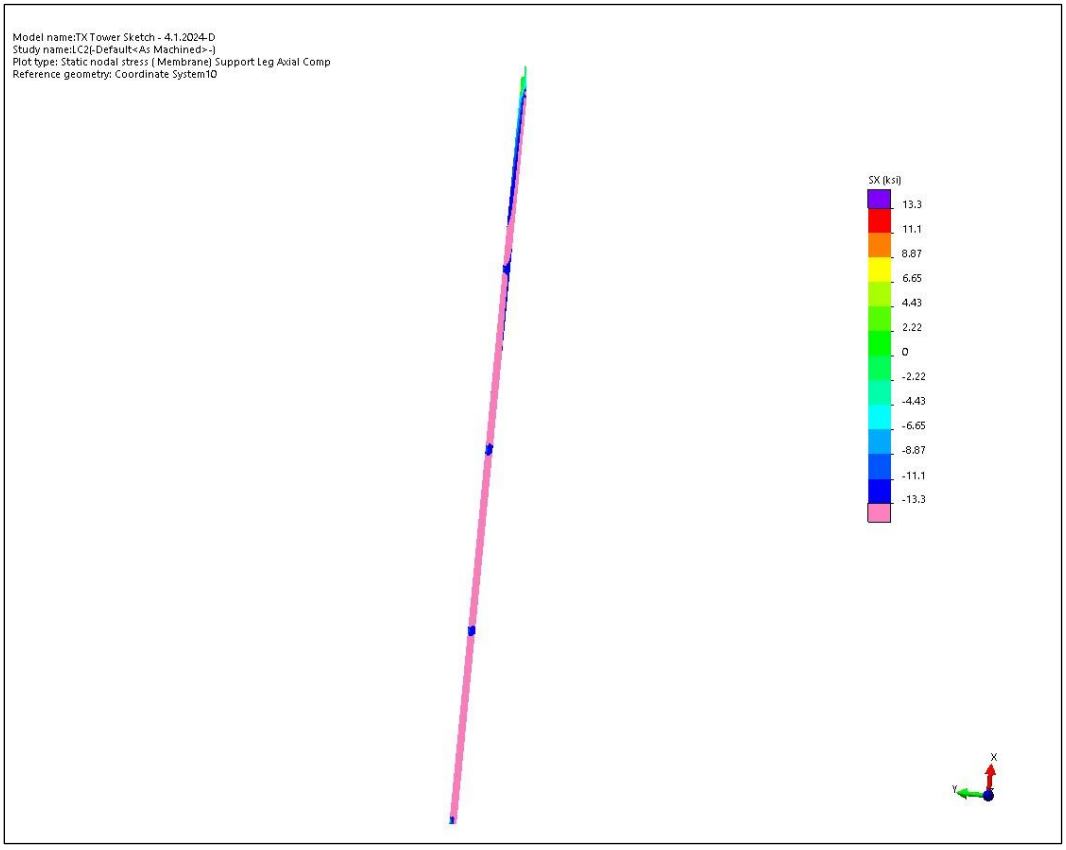


Figure 49 FEM4 LC2 Support Leg Compressive Stress (Viewed from the East Direction)

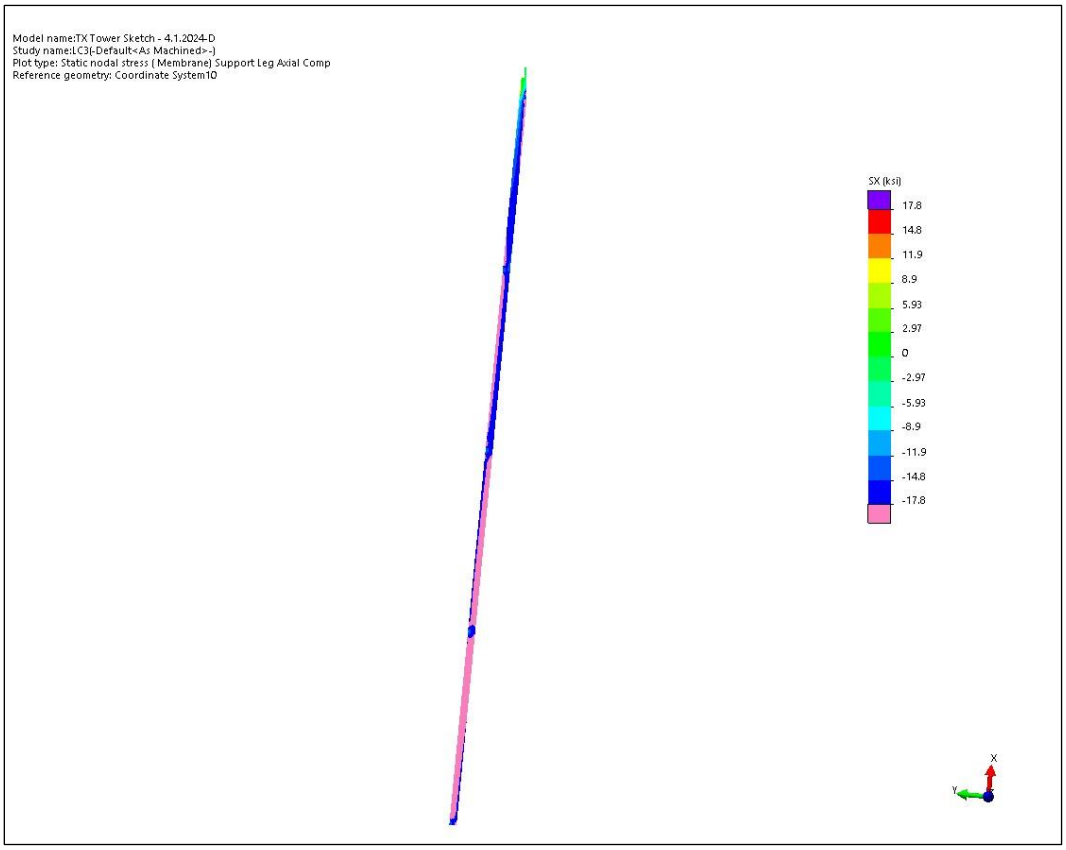


Figure 50 FEM4 LC3 Support Leg Compressive Stress (Viewed from the East Direction)

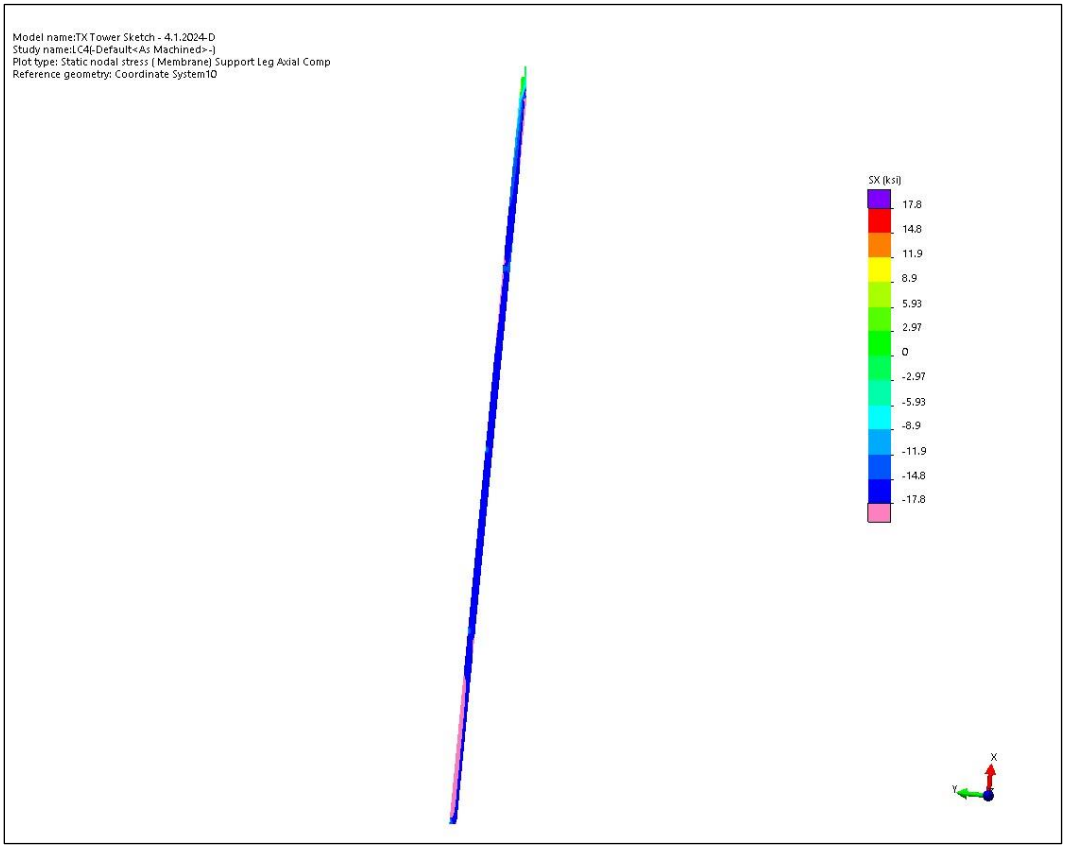


Figure 51 FEM4 LC4 Support Leg Compressive Stress (Viewed from the East Direction)

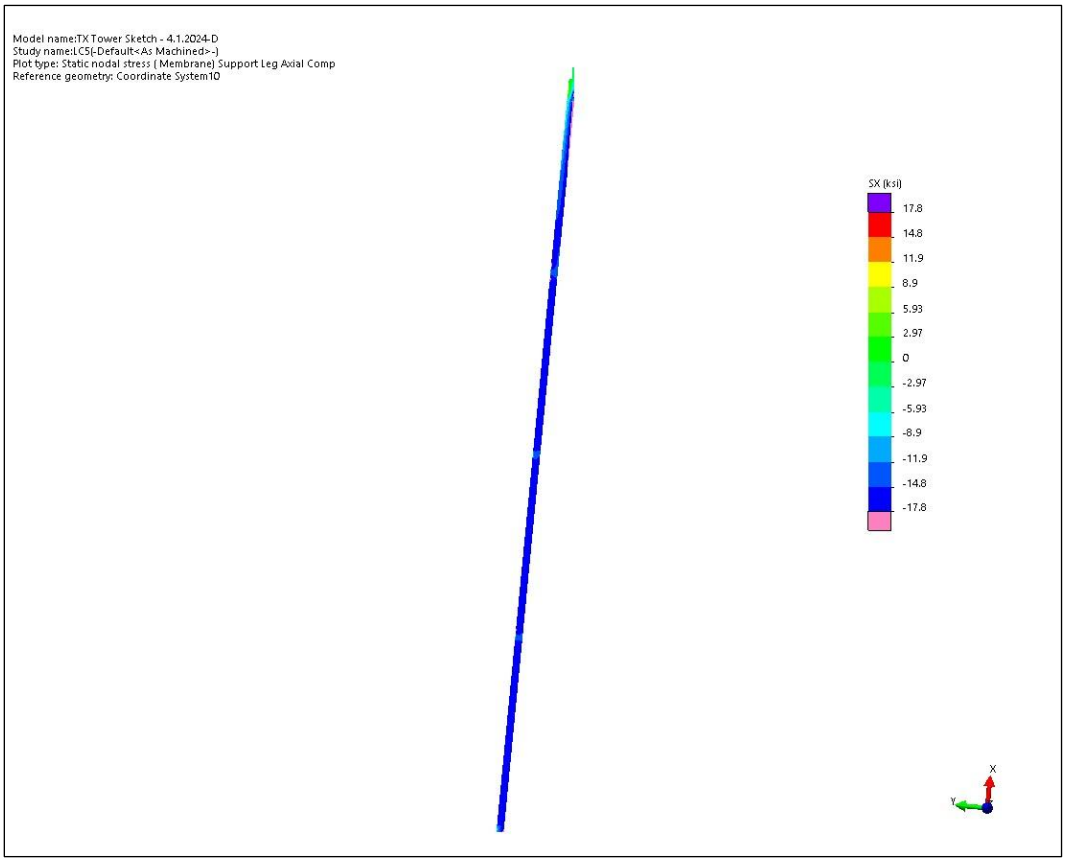


Figure 52 FEM4 LC5 Support Leg Compressive Stress (Viewed from the East Direction)

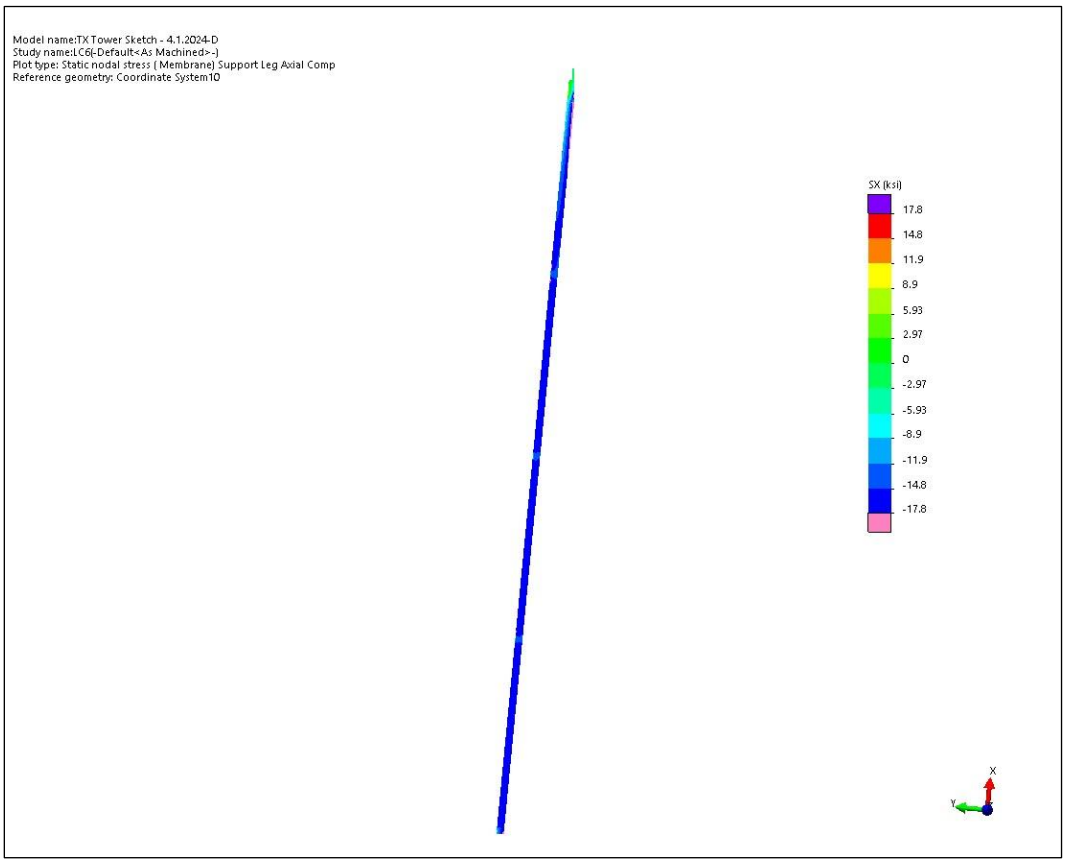


Figure 53 FEM4 LC6 Support Leg Compressive Stress (Viewed from the East Direction)

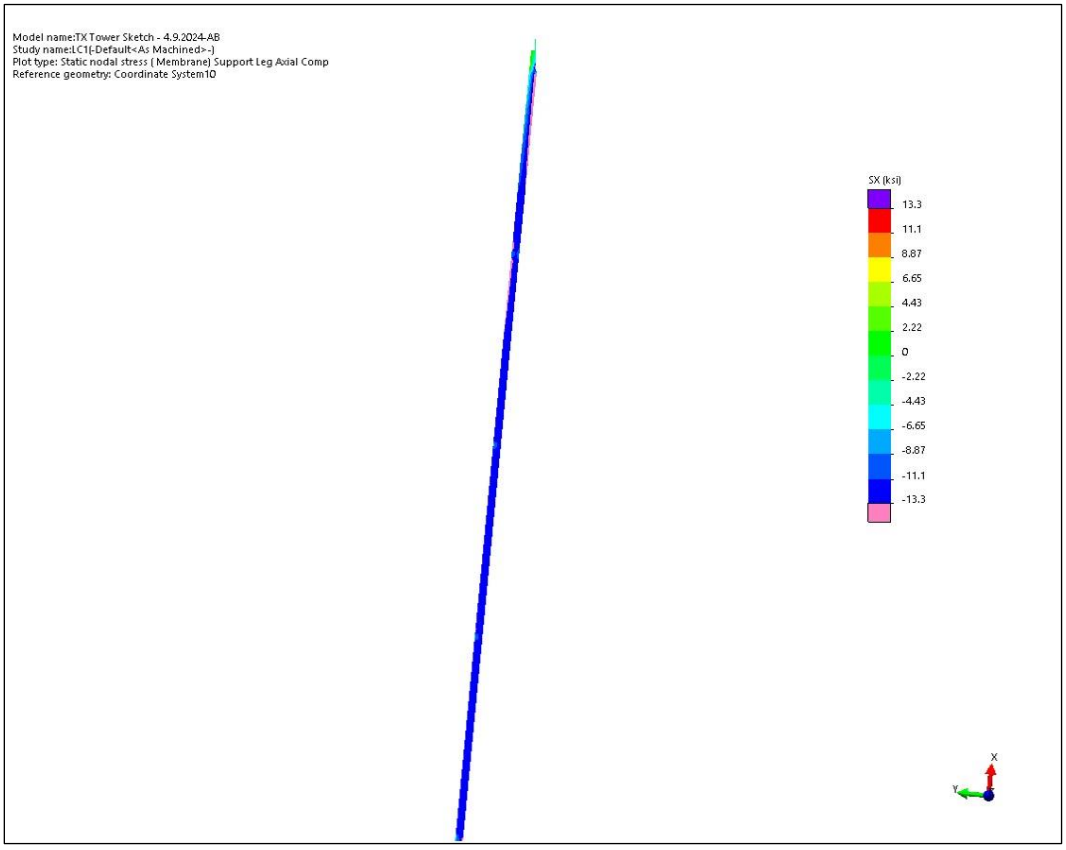


Figure 54 FEM5 LC1 Support Leg Compressive Stress (Viewed from the East Direction)

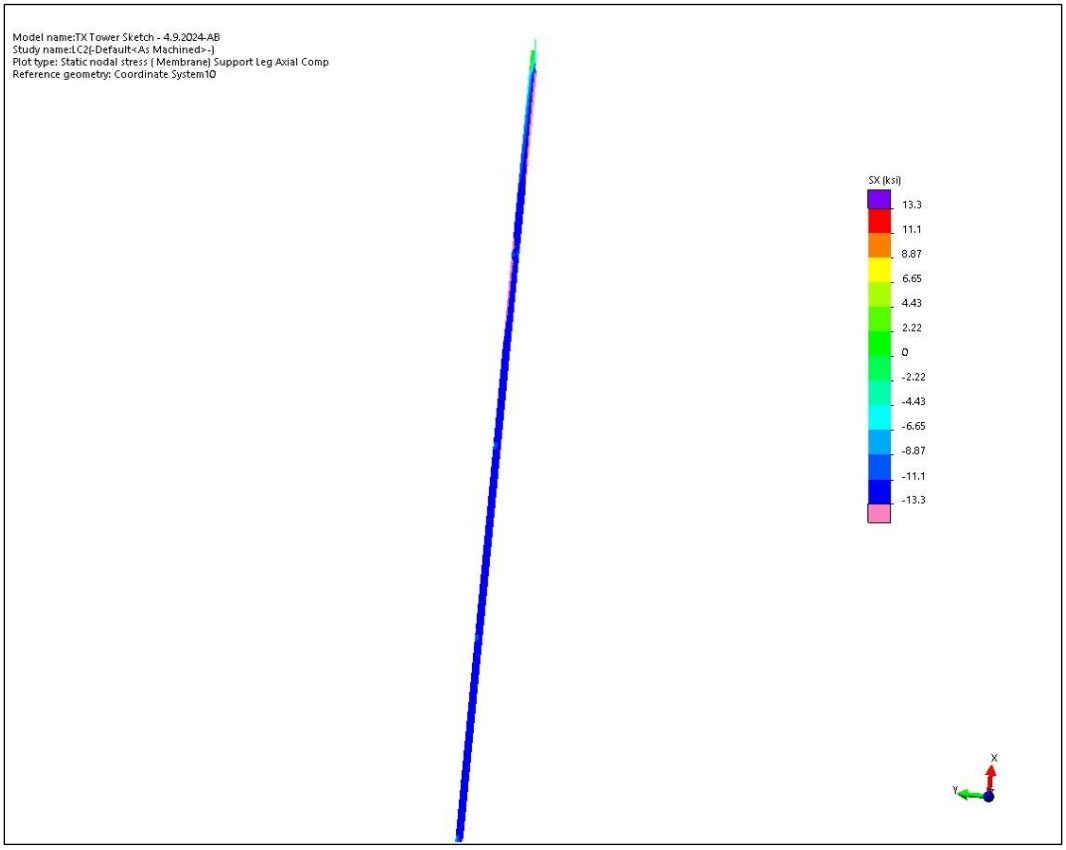


Figure 55 FEM5 LC2 Support Leg Compressive Stress (Viewed from the East Direction)

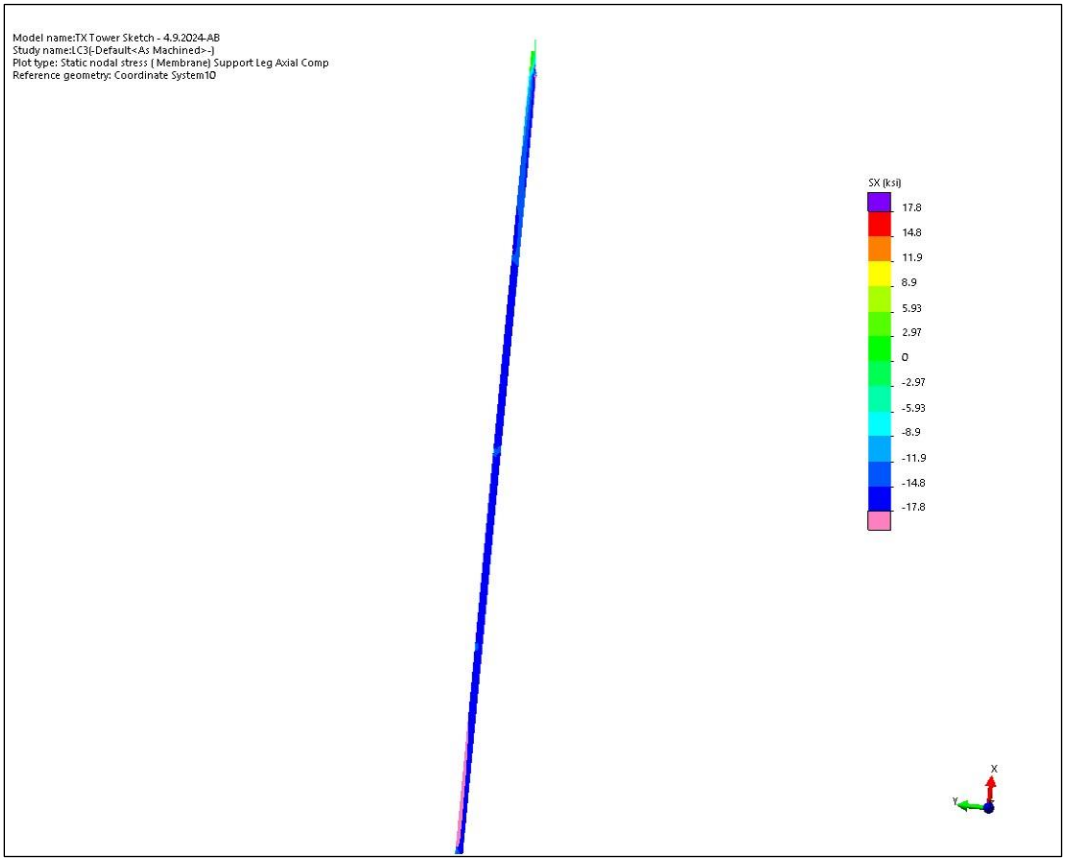


Figure 56 FEM5 LC3 Support Leg Compressive Stress (Viewed from the East Direction)

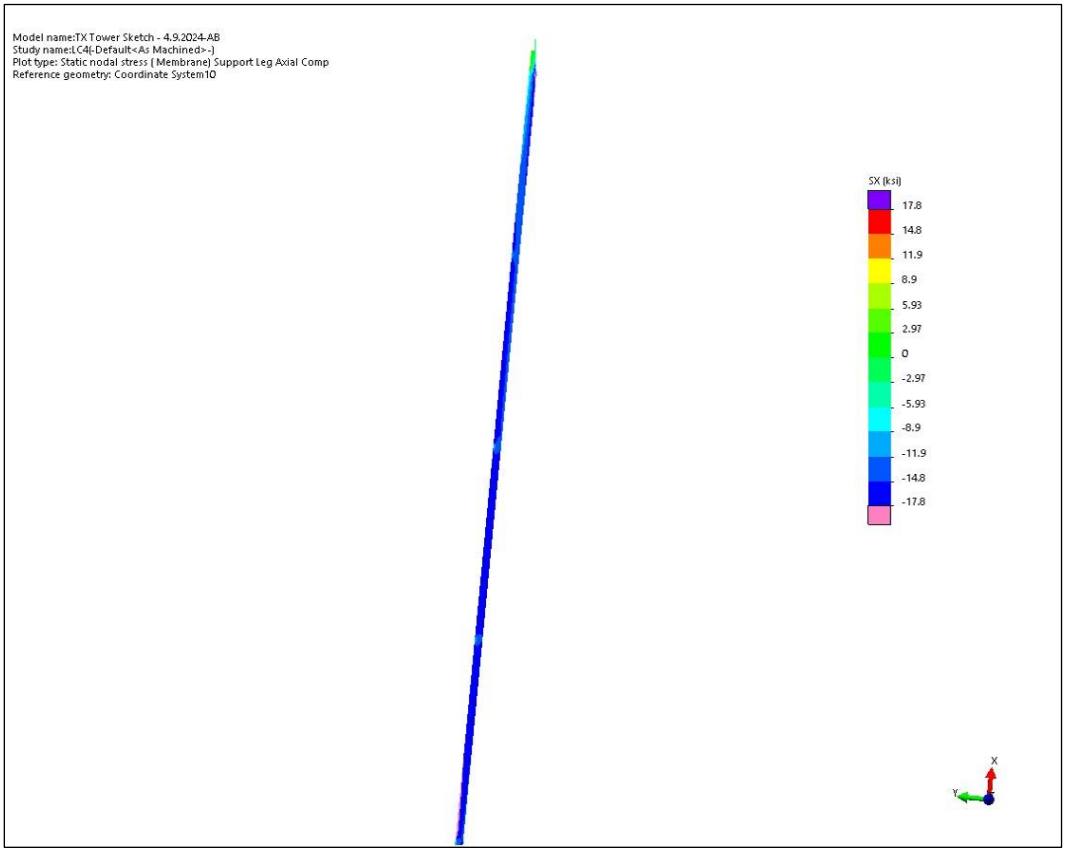


Figure 57 FEM5 LC4 Support Leg Compressive Stress (Viewed from the East Direction)

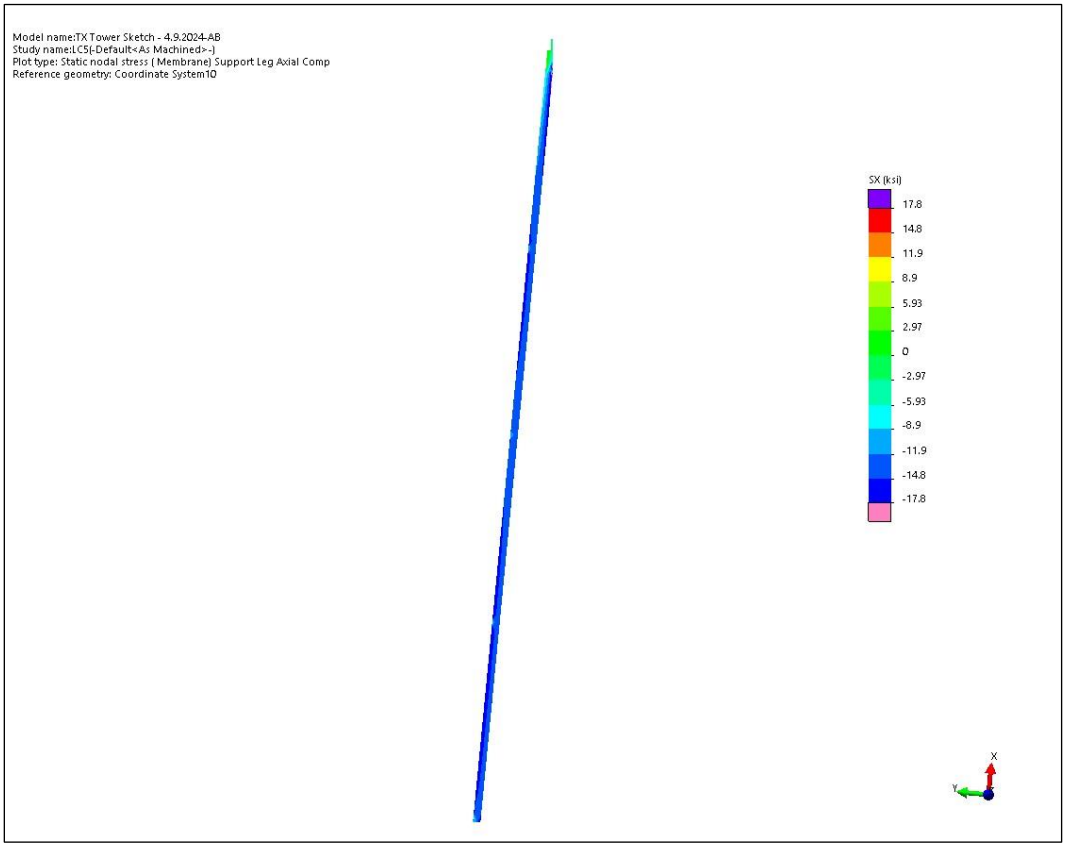


Figure 58 FEM5 LC5 Support Leg Compressive Stress (Viewed from the East Direction)

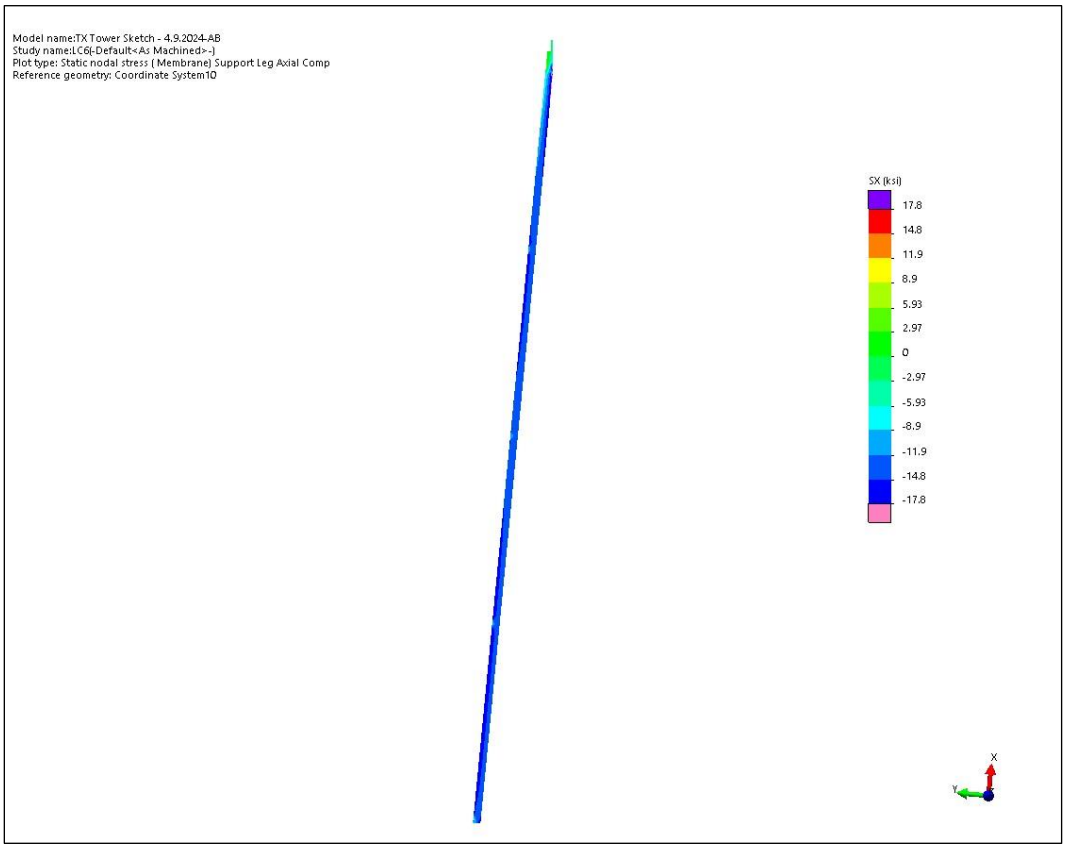


Figure 59 FEM5 LC6 Support Leg Compressive Stress (Viewed from the East Direction)

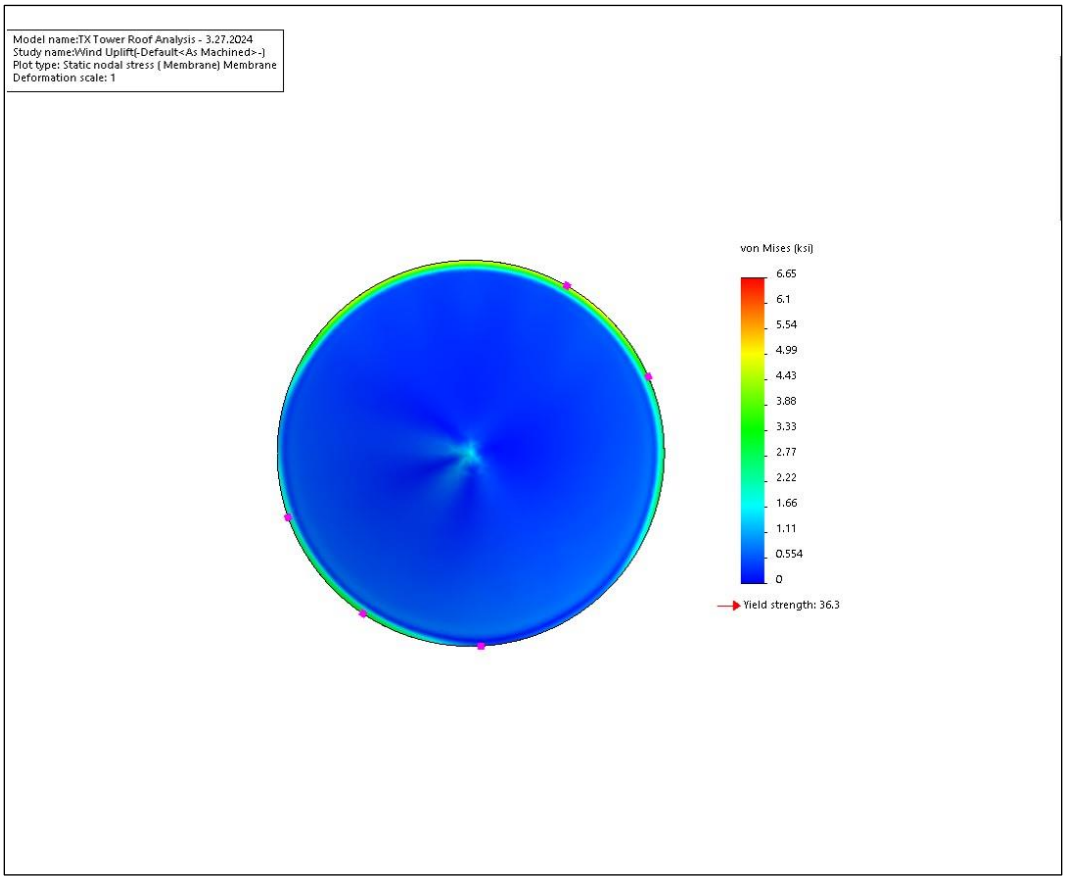


Figure 60 FEM4 Roof General Membrane Stress

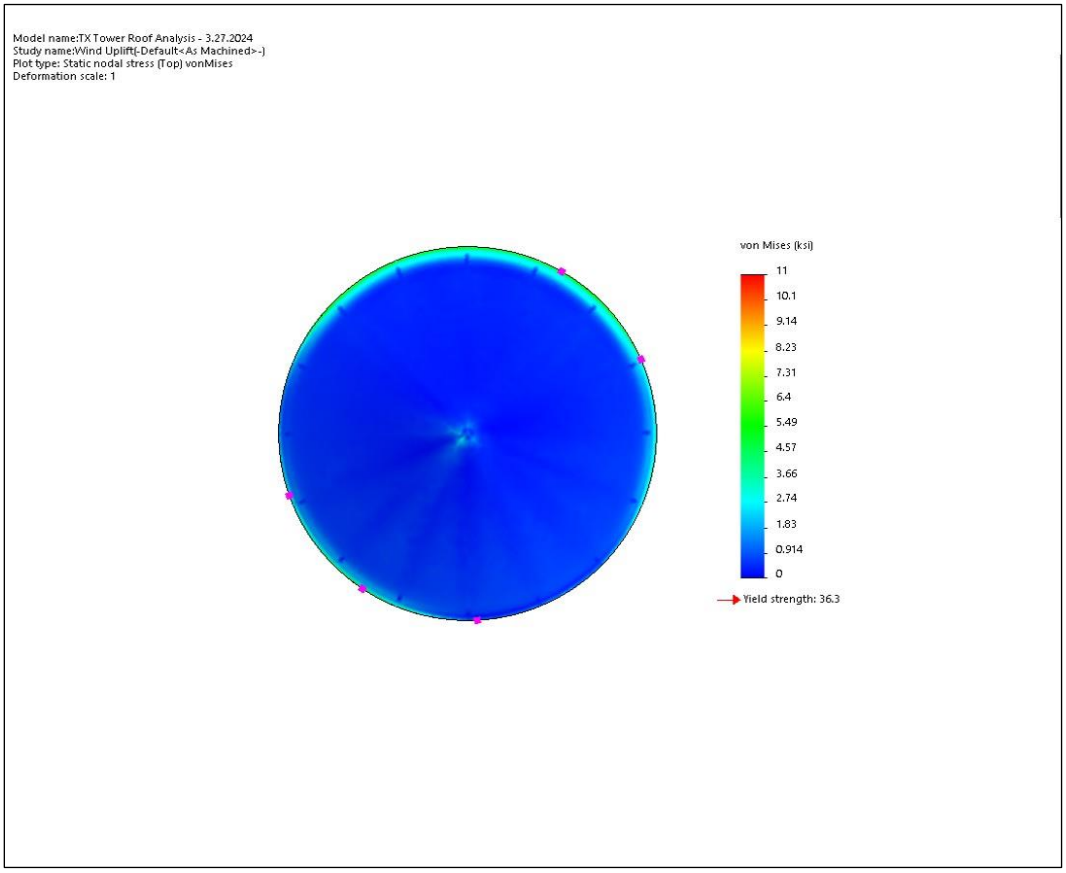


Figure 61 FEM4 Roof von Mises Stress

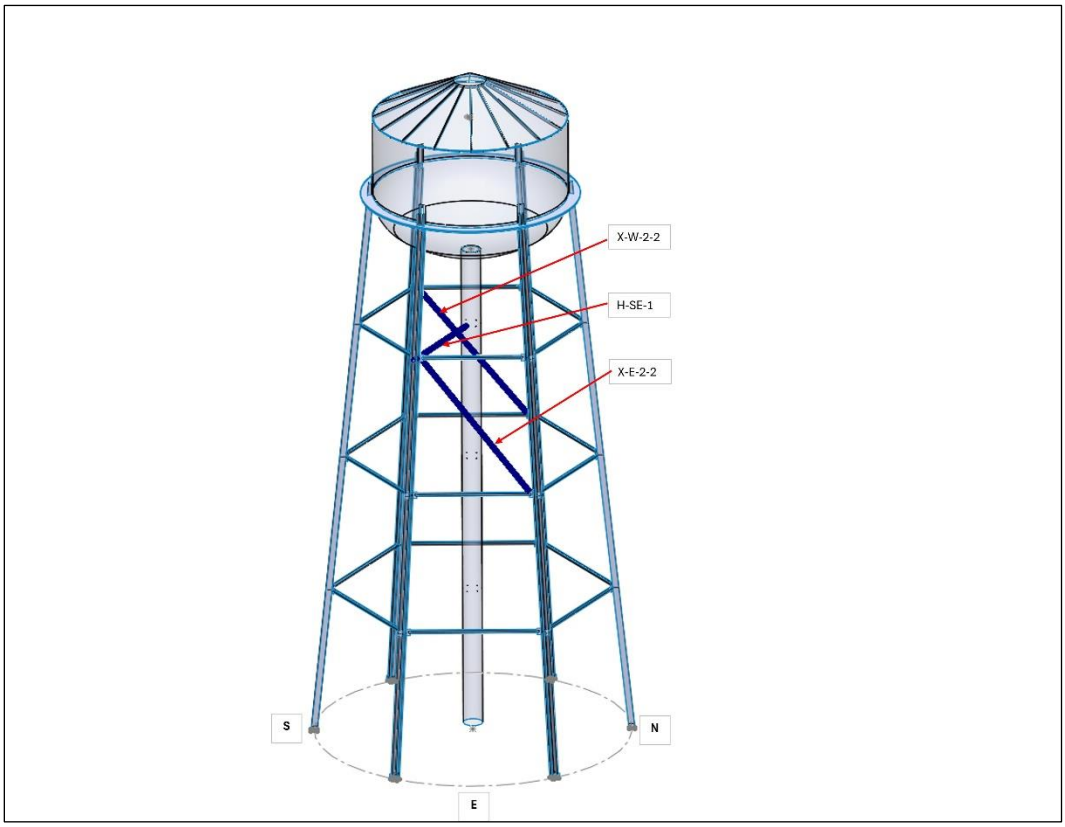
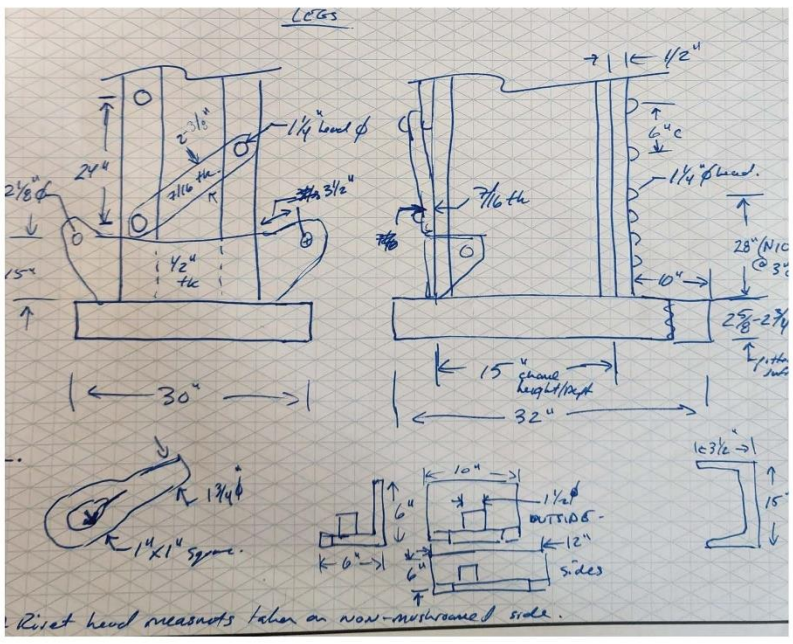
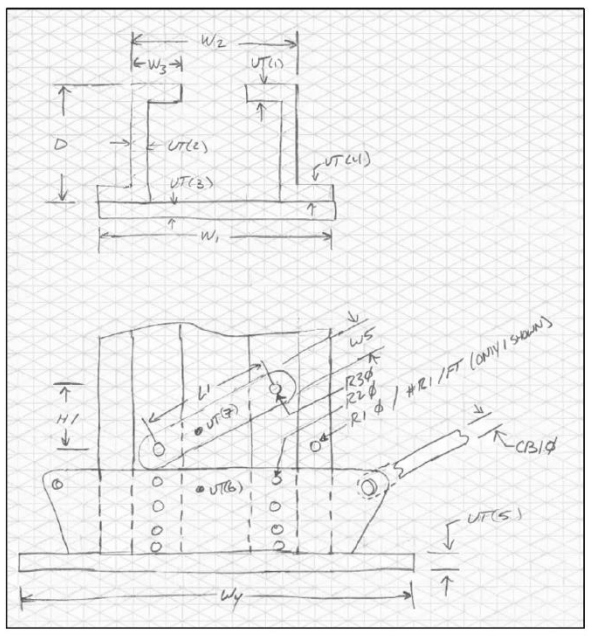


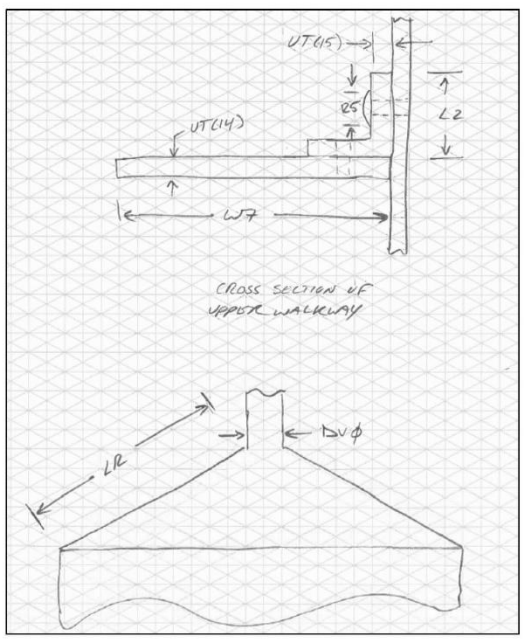
Figure 62 Tension Rod and Cross Bracing Max Value Locations

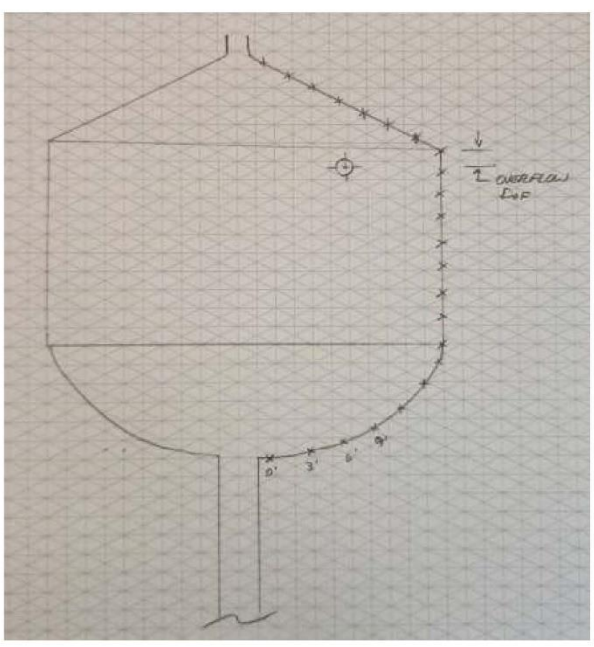
APPENDIX B

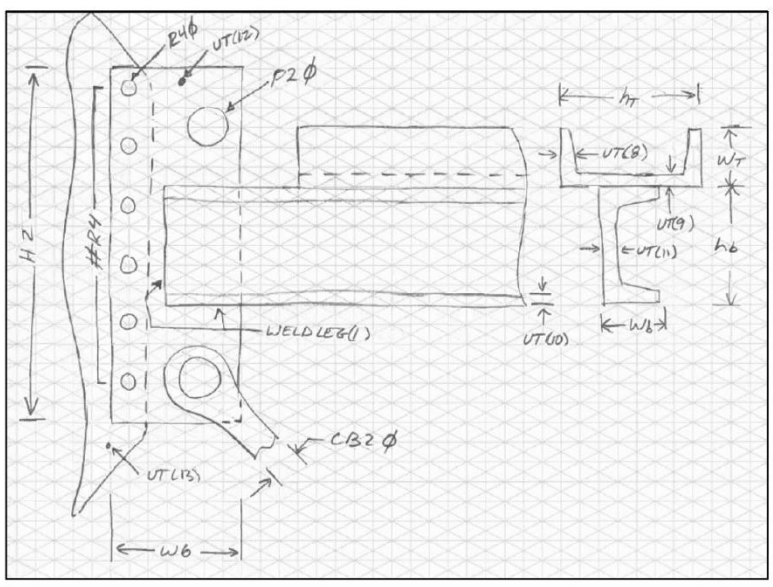
FIELD MEASUREMENT DATA

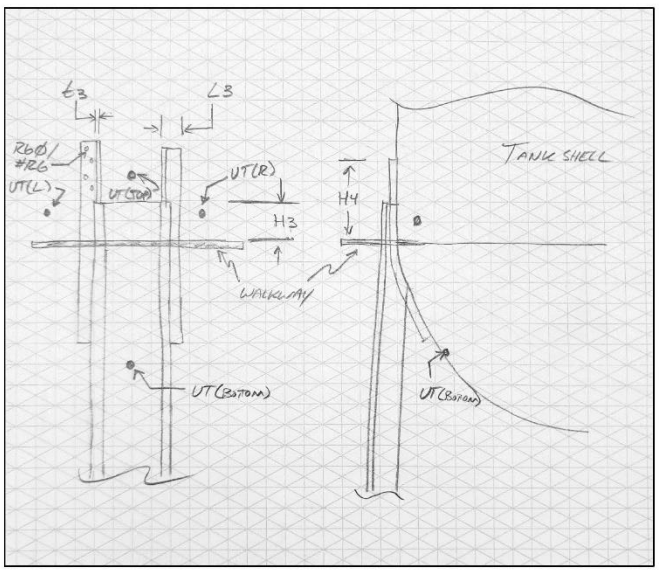

LEGS
1/2"
1 1/4" Load ϕ
2 3/8"
24"
7/16 th
3 1/2"
1/2" th
6"c
1 1/4" ϕ Load.
28" (NIC @ 3"c
10"
2 5/8"-2 3/4"
30"
15" channel height/length
32"
1 3/4" ϕ
1 1/4" X 1" Square.
10"
1 1/2" ϕ
6"
12"
OUTSIDE
SIDES
Rivet head measnots taken on non-mushroomed side.


W/2
W3
UT(1)
D
UT(2)
UT(4)
UT(3)
W1
W5
H1
L1
R3ϕ
R2ϕ
R1 ϕ / #R1 / FT (ONLY 1 SHOWN)
CB1ϕ
UT(7)
UT(6)
UT(5)
W4


UT(15)
R5
L2
UT(14)
W7
CROSS SECTION OF UPPER WALKWAY
L2
D1ϕ


OVERFLOW PIPE


R4ϕ
UT(12)
P2ϕ
H2
#R4
W7
UT(8)
UT(9)
UT(11)
W6
WELD LEG(1)
UT(10)
CB2ϕ
UT(13)
W6


L3
t3
R6ϕ / #R6
UT(L)
UT(TOP)
UT(R)
H4
H3
TANK SHELL
WALKWAY
UT(BOTTOM)
UT(BOTTOM)

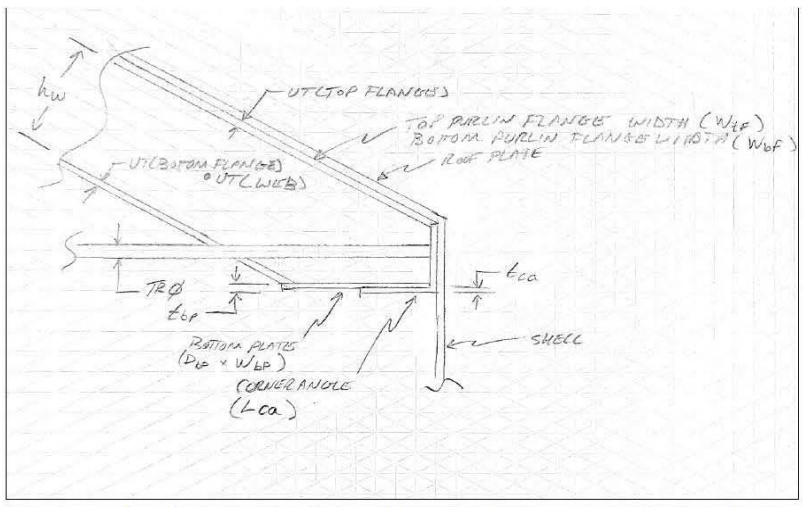


Figure 2 Example sketch roof purlin to roof and shell connection – new sketch to be produced if missing dimensions/structural elements are observed at site. Dimensions and UT locations identified.

Table 2: Shell and Roof UT

Location	N	E	S	W
0' @ center riser pipe	0.369	0.394	0.365	0.378
3'	0.307	0.326	0.331	0.311
6'	0.308	0.339	0.341	0.311
9'	0.311	0.342	0.336	0.315
12'	0.313	0.338	0.335	0.310
Bottom Shell 15'	0.320	0.308	0.314	0.312
18'	0.322	0.301	0.309	0.335
21'	0.275	0.272	0.281	0.274
24'	0.268	0.264	0.266	0.268
27'	0.265	0.275	0.260	0.267
Top Shell 30'	0.252	0.262	0.222	0.261
Bottom Roof 33'	0.195	0.194	0.204	0.192
36'	0.220	0.196	0.199	0.190
39'	0.200	0.180	0.174	0.169
42'	0.193	0.183	0.173	0.169
45'	0.190	0.181	0.170	0.167
Top Roof 48'	0.186	0.175	0.167	0.142
--				
Roof vent (unknown)				

Table 3: Shell UT at Leg Connections

Location	Top	Bottom	Left	Right
N	0.324	0.321	0.323	0.322
NE	0.325	0.323	0.33	0.333
SE	0.311	0.326	0.314	0.313
S	0.331	0.319	0.315	0.313
SW	0.314	0.328	0.313	0.314
NW	0.306	0.318	0.304	0.306

Table 4: Roof Purlin UT

Location ID	Top Flange	Bottom Flange	Web
Near Ladder	0.191	0.182	0.193

Table 5: Support Leg UT

Location ID	Description	Ground Elev. (N)	Ground Elev. (S)	50% Elev.*
UT(1)	Leg member flange thickness	0.491	0.52	0.487
UT(2)	Leg member web thickness	0.402	0.393	0.434
UT(3)	Leg compression plate thickness	0.437	0.434	0.366
UT(4)	Leg member flange thickness	0.495	0.491	0.466
UT(5)	Leg anchor foot thickness			N/A
UT(6)	Cross brace plate thickness	0.494	0.497	0.431
UT(7)	Lattice member Thickness	0.424	0.424	0.42

Table 6: Center Riser Pipe UT Thickness Measurements

Location	Measurement
Segment 1 (lower)	HIGH- 0.270 LOW- 0.261
S2	HIGH- 0251 LOW- 0.246
S3	HIGH- 0.289 LOW- 0.264
S4	HIGH- 0.262 LOW- 0.253
S5 (top)	HIGH- 0.305 LOW- 0.295

Table 7: Wind Strut Thickness

Location ID	Description	Measured Thickness or Dimension (in.)
UT(8)	Top member flange thickness	0.272
UT(9)	Top member web thickness	0.214
UT(10)	Bottom member flange thickness	0.285

UT(11)	Bottom member web thickness	0.207
UT(12)	Member connection plate thickness	0.491
UT(13)	Leg connection plate thickness	0.387

Table 8: Upper Walkway Platform Thickness

Location ID	Description	Measured Thickness or Dimension (in.)
UT(14)	Walkway projection thickness	NORTH- 0.302 EAST- 0.311 SOUTH- 0.296 WEST- 0.308
UT(15)	Walkway angle bracket thickness	NORTH- 0.368 EAST- 0.379 SOUTH- 0.364 WEST- 0.366

Table 9: Roof Purlin Dimensions

Location ID	Description	Measurement (in.)
Lca	Corner angle leg	3-11/16"
tca	Corner angle thickness	0.232"
Dbp	Bottom plate depth	3" each
Wbp	Bottom plate width	5"
tbp	Bottom plate thickness	0.290" High 0.185" low
TRØ	Tension rod diameter	5/8"
Wtf	Width top flange	1-3/4"
Wbf	Width bottom flange	1-3/4"
hw	Height of web	6"

Table 10: Support Leg Dimensions

Location ID	Description			
		Ground Elev. (N)	Ground Elev. (S)	50% Elev.*
W1	Leg width			
W2	Leg width			
W3	Leg flange width			
W4	Base plate width			
D	Leg depth			
L1	Lattice length between rivets			
H1	Height between lattice rivets			
W5	Lattice member width			
CB1Ø	Connecting bar diameter	7/8"	7/8"	
P1Ø	Cross brace pin diameter			
R1Ø	Buckling plate to leg rivet			
R2Ø	Wind brace plate to leg rivet			
R3Ø	Lattice rivet diameter			
#R1**	Spacing or number of R1 rivets			
#R2**	Spacing or number of R2 rivets			

Table 11: Wind Strut Profile Measurements

Location ID	Description	Measured Thickness or Dimension (in.)
W6	Member connection plate width	9-1/2"
H2	Member connection plate height	18-1/8"
Wt	Top member flange	2-1/4"
ht	Top member web	8"
Wb	Bottom member flange	1-7/8'
hb	Bottom member web	6"
CB2Ø	Wind rod diameter	1-3/4"
P2Ø	Wind rod pin diameter	2-1/8"
WL(1)	Bottom member weld leg dimension	3"
R4Ø	Member connection plate rivet diameter	1-1/4"
#R4*	Spacing or number of R4 rivets	1-1/2"

Table 12: Upper Walkway Platform and Roof Measurements

Location ID	Description	Measured Thickness or Dimension (in.)
W7	Width of top walkway plate	30"
L2	Angle connecting leg width	6"
DVØ	Diameter of roof vent	
LR	Roof plate length	
R5Ø	Walkway angle bracket rivet diameter	1-1/4"
#R5*	Spacing or number of R5 rivets	1-3/4"

Table 13: Shell to Leg Connection Measurements

Location ID	Description	Measured Thickness or Dimension (in.)
L3	Leg to shell angle connector leg	5"
t3	Leg to shell angle connector thickness	1/2"
H3	Leg height above walkway	29-1/4"
H4	Angle connector height above walkway	52"
R6Ø	Angle connector rivet diameter	1-1/4"
#R6*	Spacing or number of R6 rivets	2"

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APPENDIX C

3D SCAN REFERENCE IMAGES & FIGURE 63

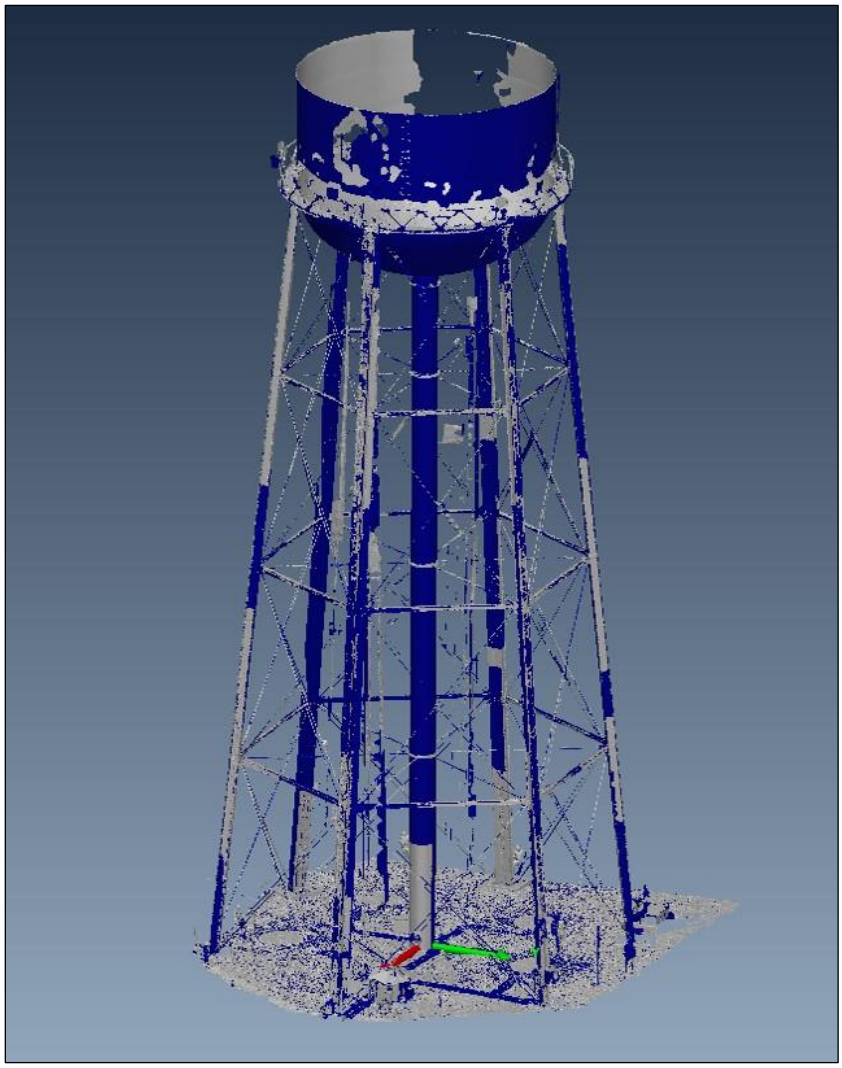

Image 1 Exterior 3D Scan Meshed

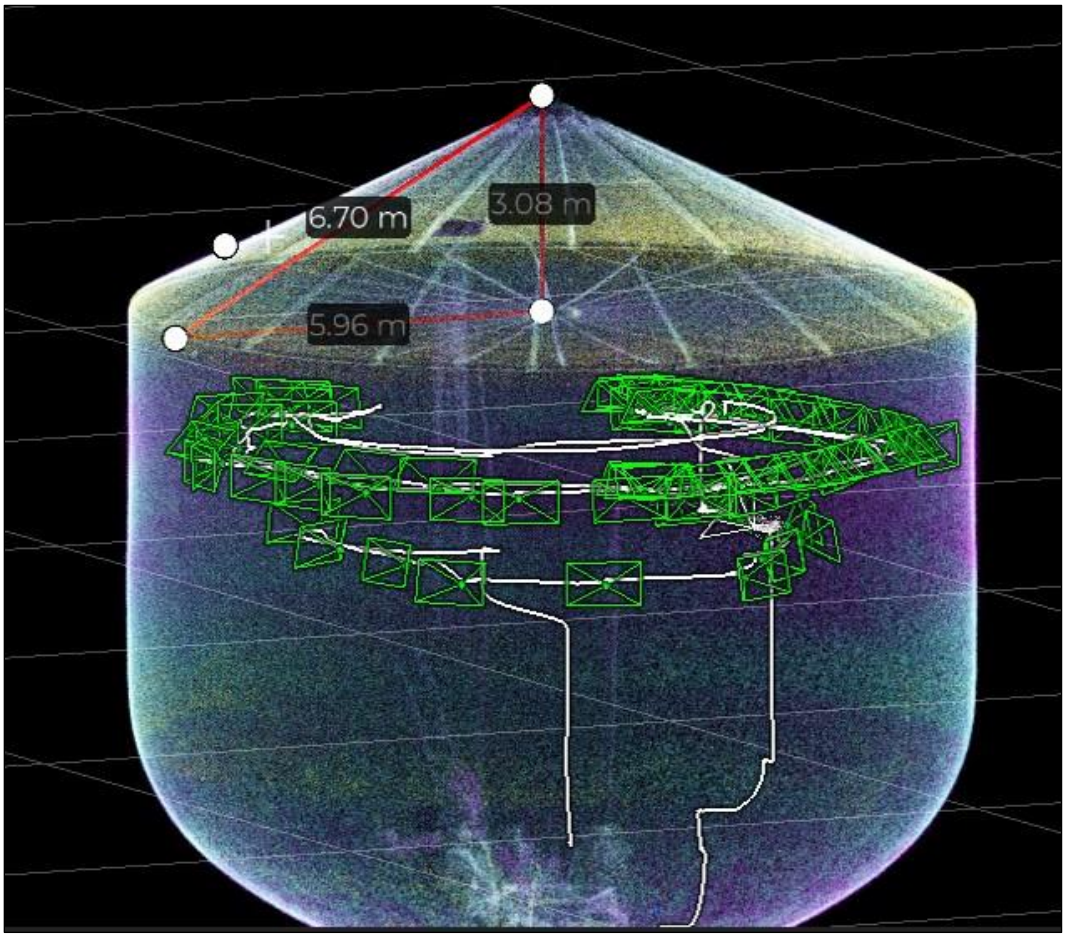

Image 2 Interior 3D Scan 1

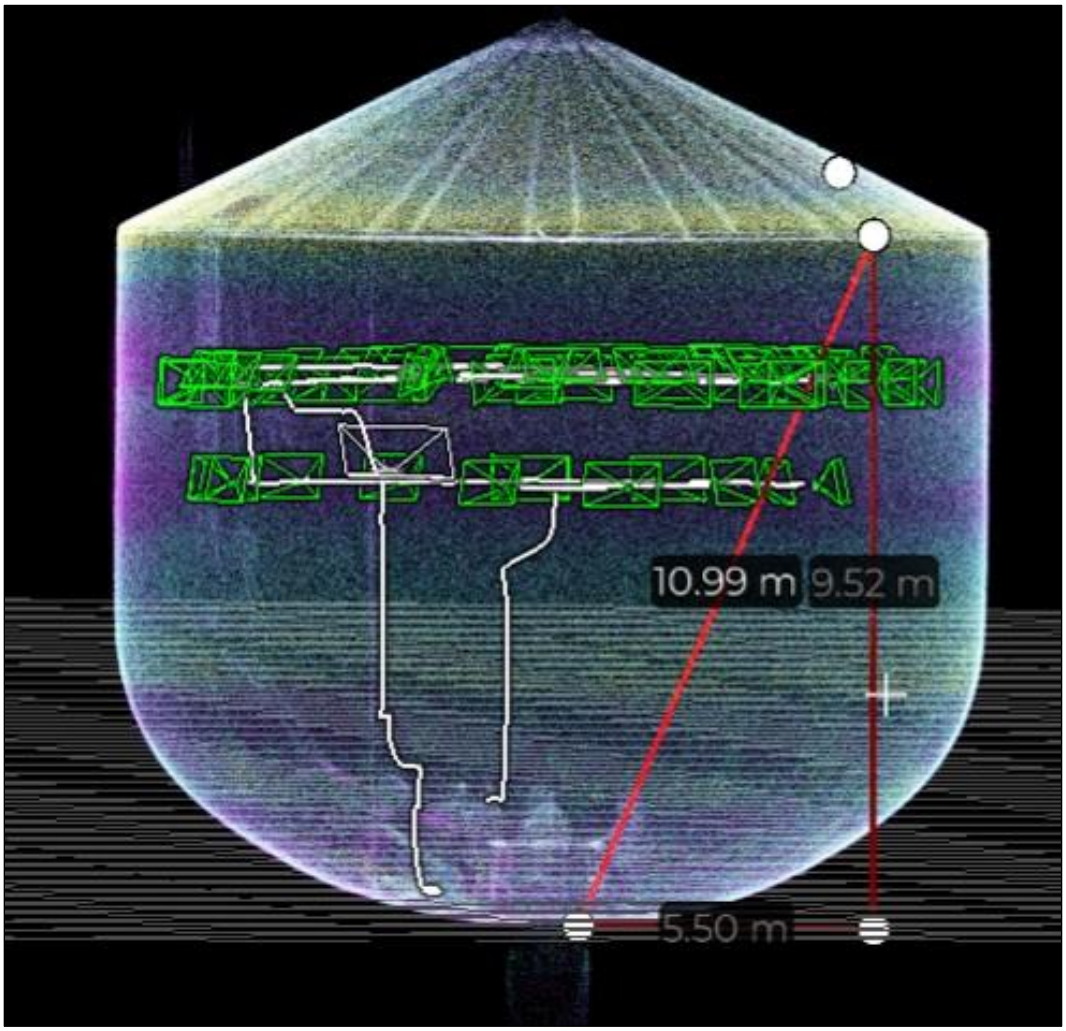

Image 3 Interior 3D Scan 2

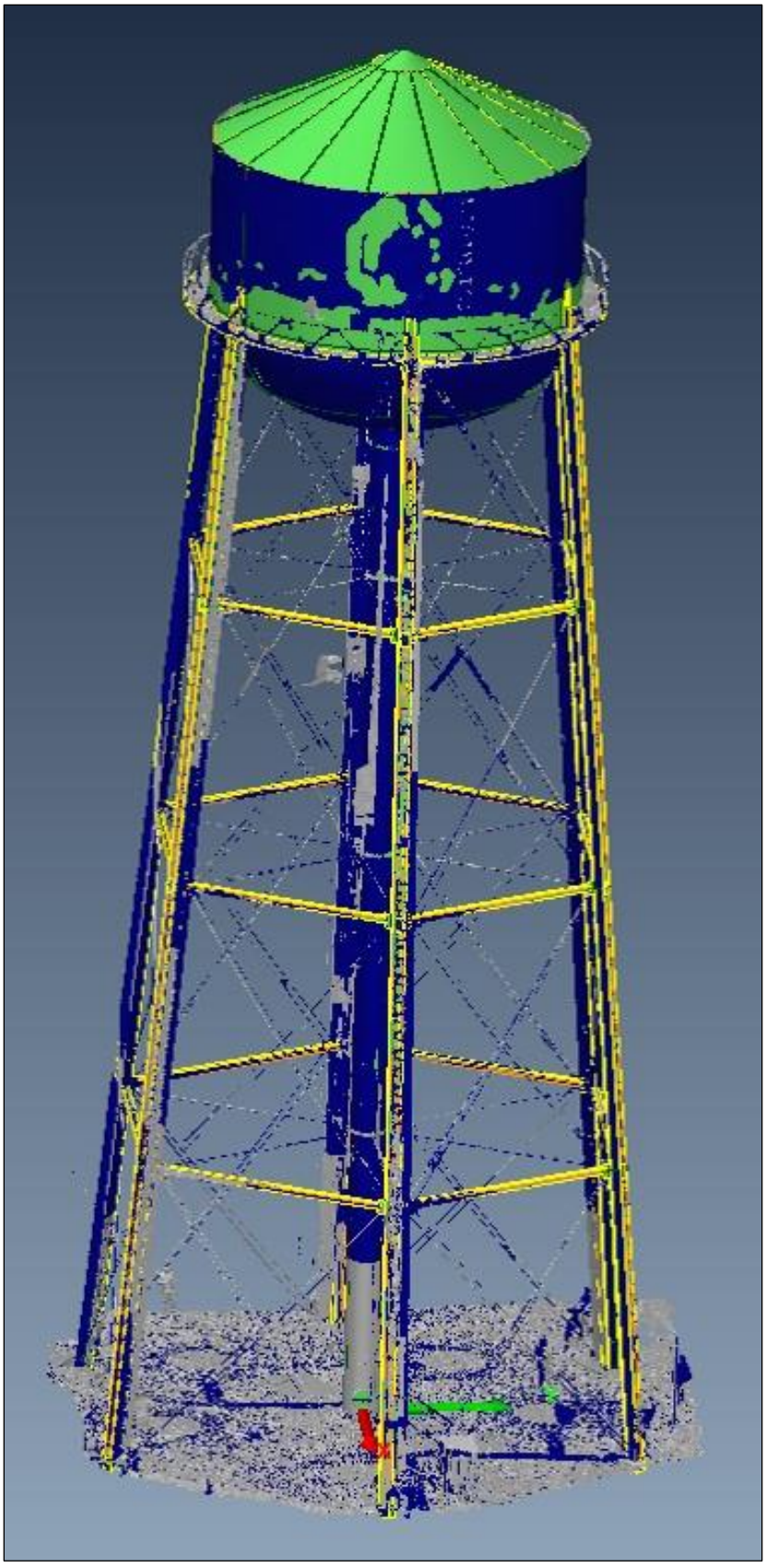

Image 4 FEM Model Overlaid onto 3D Exterior Scan

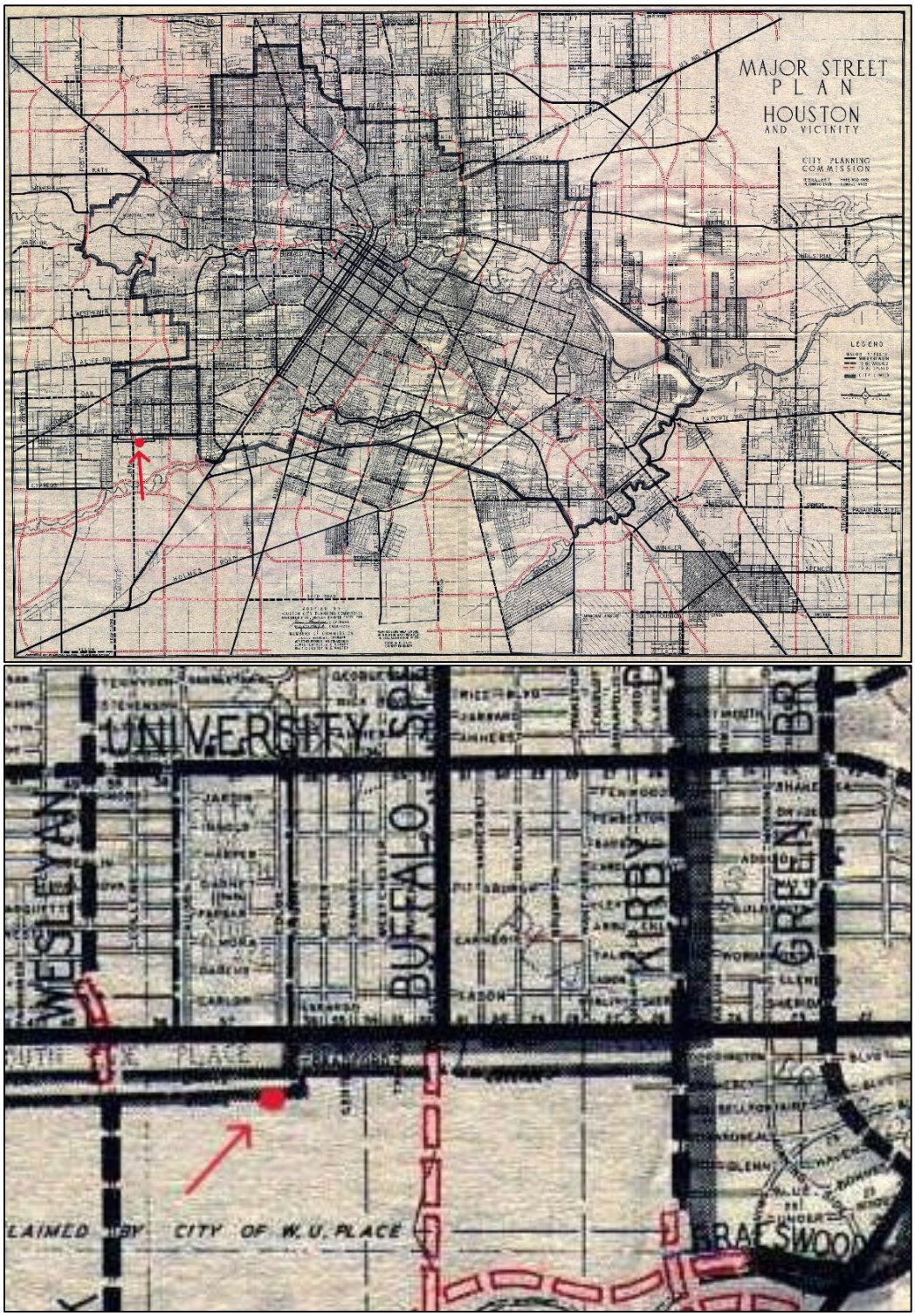

Figure 63 Houston map (copyrighted date 1937) with the approximate tower location identified.

APPENDIX D

INSPECTION SCOPE

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A Higher Level of Reliability

ACUREN PACIFIC DIVISION
RICHMOND, BC

WATER TOWER INSPECTION REQUIREMENTS
FOR STRUCTURAL ANALYSIS
CITY OF WEST UNIVERSITY

EGBC Permit No.: 1001973
Acuren Job No.: 605-J113069
Acuren Document No.: A24605-J113069

REVISION HISTORY					
REV NO.	DESCRIPTION OF CHANGES	PREPARED BY:	REVIEWED BY:	APPROVED BY:	DATE:
0	Issued for Review	D. Vicente	A. Seymour	A. Seymour	Jan 12, 2024

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LIST OF TABLES

ABBREVIATIONS

ITP	Inspection and Test Plan
NDE	Non-Destructive Examination (also known as NDT)
MFL	Magnetic Flux Leakage (for tank bottom scanning)
MT	Magnetic Particle Examination
PT	Liquid Penetrant Examination
RT	Radiographic Examination
UT	Ultrasonic Examination
VT	Visual Examination

GENERAL DEFINITIONS

Owner/Operator	Client (City of West University) requesting engineering and NDE services.
Engineer (or Acuren)	The owner's engineer or the designated engineering Contractor, Acuren Group Inc.
Contractor	A company that undertakes a contract to provide materials, labor, or services for tank work, hired by the owner or engineer.
Shall	Indicates a mandatory requirement
Should	Indicates a highly desirable, non-mandatory requirement

1.0 GENERAL

1.1 INTRODUCTION

The City of West University (CWU) has requested Acuren Group Inc. (AGI) provide a structural and general health assessment for their municipal water tower. The following details the inspection requirements to support structural analysis and to evaluate the general health of the water tower (i.e., tower structure and containment vessel). The ultimate goal of CWU is to evaluate the remaining life of the water tower.

1.2 DESCRIPTION OF WORK

Inspection will be performed internally and externally by AGI's local rope access group as per the requirements detailed herein. Acuren engineering will provide assistance/guidance as required to support the structural assessment. Preliminary sketches of the existing critical structural members are detailed in Appendix B, however, these details were developed based on past inspection report images and may not capture all relevant structural data which may exist – additional information in the form of hand sketches, field measurements, and UT thickness scanning may be required prior to completion of the onsite inspection.

1.3 LIMITATIONS

This document is limited to inspection requirements as they relate the to the final engineering assessment of the water tower. Safe work procedures (i.e., confined space, working at heights, sanitary working constraints, other safety requirements, etc.) should be followed and are not part of this inspection scope document.

1.4 TANK INFORMATION

The water tower is reported by CWU to be 1935 vintage. A major coating rehabilitation was reported to have taken place in 2006. Previous inspection documents by STW &

Inspection dating back to 2019 were provided; inspection reports prior to 2019 and 2006 were not available for review. Drawings were not made available for review.

2.0 REFERENCES, STANDARDS, CODES AND REGULATIONS

2.1 CODES AND STANDARDS

DOCUMENT IDENTIFICATION	DOCUMENT TITLE
AWWA Manual M42	Steel Water Storage Tanks

2.2 REFERENCE DOCUMENTS AND DRAWINGS

DOCUMENT IDENTIFICATION	DOCUMENT TITLE
30 TAC 290.46(m)(1)	Texas Commission on Environmental Quality's Rules and Regulations for Public Water Systems
STW & Inspection	Reports dated 2019 - 2023

3.0 SCOPE OF WORK

The Inspector shall include, as a minimum, items listed in

Table . Details of individual items are listed in Table through Table . Visual inspection severity classifications should be referenced with respect to Table . It should be noted that if the on-site inspector is made aware of major structural anomalies or deficiencies, these items should be communicated to the engineer and the owner prior to leaving site. In addition to the inspection requirements detailed herein, form 30 TAC 290.46(m)(1) should be completed and provided to the client upon completion of the inspection.

4.0 REQUIREMENTS FOR INSPECTION

4.1 GENERAL

The Inspector shall immediately inform the owner and engineer if any items listed in the above scope of work description are unable to be completed while at site.

4.2 INTERNAL TANK INSPECTION

The following inspection requirements are tabulated in the checklist provided in Table . Additional tables and figures are provided in Table through Table and Figure through Figure for reference. Items without suitable access from the side ladder or ground should be inspected using remote drone visual inspection.

4.2.1 Visual Inspection

At a minimum, the following internals shall be visually inspected. Severity classifications for each items should be recorded. Photos should be taken of each listed item to document its condition.

I. 100% VT of liner joints below the vessel tideline.

II. 100% VT of liner at tideline.

III. 100% inspection of liner at location of notable bottom solid deposits/sediment.

IV. VT of roof purlins, and roof purlin connection points. Worst case locations documented.

V. VT of center tension ring and shell connection points. Worst case locations documented.

VI. VT of outlet pipe condition.

VII. VT of any locations of notable coating failure or mechanical damage not listed above.

4.2.2 Ultrasonic Inspection

At a minimum, the following internals shall be ultrasonically inspected. The presence of notable pitting or superficial corrosion shall be photographed. All reported values shall be exclusive of coating thicknesses.

I. Four (4) vertical strips (N, E, S, W) on 3' centers. Strips should cover the entire the entire containment vessel shell and roof (top to bottom), as shown in Figure 1. Max and min value reported. External UT inspection can be used for locations above the external walkway.

II. UT four (4) locations around each support leg-to-shell connection point, as shown in Figure 6. Max and min values shall be reported. Can be performed internally or externally.

III. UT inspection of the flange and web of roof purlins (minimum one sample location). If notable corrosion is evident at purlin edges (i.e., knife edge corrosion), additional test locations to quantify the extent of corrosion damage should be performed. Locations exemplified in Figure 3.

IV. UT of any locations of notable coating failure or mechanical damage not listed above.

4.2.3 Physical Measurements

The following should be physically measured on vessel internal supporting structure. A combination of photos and hand sketches are required to detail the following items. The level of detail required, recorded as a sketch for each listed item, is such that each item/component could be shop reproduced/fabricated

based on the sketch recorded. Each item listed should be supported by photos which include a ruler for scale.

Example sketches are shown in Figure 1 through Figure 6, however, additional sketches and verification/markups of the examples will be required from on-site personnel for some items.

I. Roof purlin web and flange dimensions (widths and thickness). This includes the top flange which ties into the roof plates. See Figure 2 for an example sketch.

II. Roof purlin to conical shell connection plate dimensions. Width and thickness of each leg. See Figure 2 for an example sketch.

III. Center roof tension ring dimensions. If access does not permit, take photos for reasonable approximation.

IV. Dimensions of center tension ring connecting rods (diameter and/or thickness). See Figure 2 an example sketch.

V. Geometry of lower hemispherical-to-cylindrical transition – currently not shown in previous inspections. Any major structural components/members should be documents (i.e., width, thickness, notable corrosion, etc.).

VI. Distance from the roof of the containment vessel to overflow piping – as required to verify maximum in-service fill height. Distance (Dof) shown in Figure 1 for reference.

VII. Any additional structural components/members not detailed above.

4.3 EXTERNAL TANK INSPECTION

The following inspection requirements are tabulated in the checklist provided in Table 1. Additional tables and figures are provided in Table 2 through Table 14 and Figure 1 through Figure 6 for reference. Items without suitable access from the side ladder, ropes, or ground should be inspected using remote drone visual inspection.

4.3.1 Visual Inspection

At a minimum, the following externals shall be visually inspected.

I. VT of wind rods and strut connections.

II. VT of the support leg-to-shell connection points. Commentary on any repad if present.

III. VT of upper walkway platform-to-shell connection.

IV. VT of the center riser pipe at lower hemispherical connection.

V. VT of the center riser pipe ground connection. Commentary on concrete abutment/foundation connection.

VI. VT of any upper shell or roof attachments (e.g., antennas, piping, monitoring equipment, etc.). Any appurtenance/object believed to exceed 250 lbs should be documented.

VII. VT of any lose or worn turnbuckles.

VIII. VT of the concrete foundation connections at the support legs and center riser pipe.

IX. VT of support columns and risers. Any notable global deflection/deformation is to be indicated or commented on.

X. VT of any locations of notable coating failure or mechanical damage not listed above.

XI. VT of support structure and containment vessel rivets, with spot hammer testing of sample rivets.

4.3.2 Ultrasonic Inspection

At a minimum, the following internals shall be ultrasonically inspected. The presence of notable pitting or superficial corrosion shall be photographed. All reported values shall be exclusive of coating thicknesses.

I. Four (4) vertical strips (N, E, S, W) on 3' centers on the shell and roof. Strips should cover the entire the entire containment vessel shell (top to bottom), as shown in Figure 1. Internal UT inspection can be used for locations on the lower hemispherical shell section if better suited.

II. UT four (4) locations around each support leg-to-shell connection point, as shown in Figure 6. Can be performed internally or externally. Report the thickness of any repad if present.

III. UT inspection of support leg profile, on two (2) legs (N and S). Verify support leg thicknesses at approximately 50% the support tower height – measurements taken from the ladder. Locations exemplified in Figure 3.

IV. UT thickness inspection of center riser pipe segments. Five (5) segments in total, each requiring at least one (1) high and low value reported.

V. UT thickness of wind strut web thicknesses (if pitting or corrosion is evident). Only required to report worst case location/elevation as accessible from the ladder. Locations exemplified in Figure 4. If the size

and member profile change at different elevations, multiple sets of thickness data will be required.

VI. UT inspection of the upper walkway platform, and the corner bracket used to connect the walkway to the containment vessel shell. Locations exemplified in Figure 5.

VII. UT of any locations of notable coating failure, rust staining, or locations of mechanical damage not listed above.

4.3.3 Physical Measurements

The following should be physically measured on the vessel/supporting structure. A combination of photos and hand sketches are required to detail the following items. The level of detail required, recorded as a sketch for each listed item, is such that each item/component could be shop reproduced/fabricated based on the sketch recorded. Each item listed should be supported by photos which include a ruler for scale.

Example sketches are shown in Figure 1 through Figure 6, however, additional sketches and verification/markups of the examples will be required from on-site personnel for some items.

I. A detailed sketch of the support leg mounting foot. Dimensions of anchor bolts, anchor brackets, and cross-brace pins and brackets, rivet dimensions, etc. An example sketch is shown in Figure 3.

II. A detailed cross section sketch of the support leg. If the cross-sectional profile of the support leg changes along its overall height, an additional sketch should be recorded. Dimensions of the overall beam profile, lattice member dimensions, rivet dimension, etc. An example sketch is shown in

Figure 3. If the leg column profile changes at different elevations, multiple sketches showing the change in profile will be required.

III. A detailed sketch of the center riser pipe, including thickness details (if changing through its total elevation), and manway details. Sketch should include the pipe segments, manway, and concrete foundation attachment with dimensions.

IV. A detailed sketch of the wind strut member cross-sectional profile. If the cross-sectional profile of the support leg changes along its overall height, an additional sketch should be recorded. Dimensions of the supporting bracket should also be included. Dimensions should include the web and flange sizes, leg support bracket dimensions, cross-bracing pin dimensions, rivet dimensions, etc. An example sketch is shown in Figure 4.

V. A detailed sketch of the center riser pipe lateral support bars. Dimensions should include the support bar diameter and details of the leg connection.

VI. A detailed sketch of the wind rods (e.g., diameter, dimensions at pin connection, etc.). If the wind rod dimensions change along the support tower height, additional sketches should be recorded.

VII. A detailed sketch of the support leg to containment vessel attachment point. Details should include repads (if present), weld dimensions and weld types, connecting bracket dimensions (if present), connecting rivet dimensions (if present), general dimensions of the leg at the attachment point, etc. An example sketch is shown in Figure 6.

VIII. A detailed sketch of the roof profile. Dimensions should include the center vent diameter and the length of the roof slope (cylindrical-to-

conical connection to the vent pipe OD). An example sketch is shown in Figure 5. Note that the 3D laser scanner will not capture objects on the roof due to the ground line-of-sight.

IX. A detailed sketch of the upper walkway platform and its connection to the shell. Details should include the platform projection and bracket leg dimensions. An example sketch is shown in Figure 5.

X. Elevation survey of the footing support attachment points – depth below grade. Measurements can be from the top of the concrete containment (block wall) to the steel base plates.

VIII. Any additional structural components/members not detailed above.

IX. 3D laser scan to be completed for the entire containment vessel and supporting tower. Note that the 3D laser scanner will not capture objects on the roof due to the ground line-of-sight.

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APPENDIX A

TABLES AND CHECKLISTS

Acuren Inspection, Inc.
10845 Strang Rd
La Porte, TX, 77571
281.228.0000
www.acuren.com
A Higher Level of Reliability

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VISUAL EXAMINATION REPORT

Page 1 of 1

CUSTOMER: The City of West University					ACUREN SERVICE CALL #: 423-J116951		DATE: (MM/DD/YYYY) 1/31/2021
LOCATION / ADDRESS: 3709 Bellaire Blvd, Houston, Tx, 77025					CUSTOMER CONTACT: Mark Whalstrom		
UNIT / SYSTEM: Water Tower					CUSTOMER PO #: N/A		CUSTOMER WO #: N/A
ITEM DESCRIPTION: Water Tower for The City of West University					STAGE OF MANUFACTURE: In Service		SURFACE CONDITION: Clean, Coated
SURFACE PREPARATION: None Required		COMMENT: External Survey			PARTS INSPECTED: 1	ACCEPTED: N/A	REJECTED: N/A
NDE PROCEDURE: Acuren VT-1	REV. 24	SPECIFICATION / CODE: ASME Sec. V	REV. / EDITION 2019		ACCEPTANCE STANDARD: Information Only		
MATERIAL: Carbon Steel		THICKNESS: Various	SIZE: N/A		QUANTITY: 1	MISCELLANEOUS:	
DIRECT: X	REMOTE: N/A	VISUAL AIDS (EQUIPMENT MANUFACTURER & S/N):					

COMMENTS — INCLUDE ACCEPT / REJECT | SKETCH | ADDITIONAL PAGES

Inspection Summary

An External Visual Examination was performed for the item listed in the description above.

No construction drawings provided.

-No liner present. Only coating.

-UT values in "data" sheet are excluding coating thickness.

-Hammer testing on rivets were performed on roof, shell, both North and South Support legs, and Wind strut webs. No loose or damage rivets were found during inspection.

-Wind rod and Strut connection were found in good condition.

-Support leg to Shell connection points were found in good condition and found with extra shell angle connectors. See photo.9

-Roof vent cover was found with metal loss and heavy metal scales. See photos.10

PER DIE	UNIT #:	NO. ON	TRAVEL (IF APPLICABLE):	HOURS WORKED:	TOTAL HOURS:
N/A	N/A	N/A	HOURS N/A MILES N/A	N/A TO N/A AND N/A TO N/A	N/A

CUSTOMER REPRESENTATIVE: PRINT NAME / SIGNATURE DATE

ACUREN INSPECTOR: Arturo Rodriguez PRINT NAME / SIGNATURE 1/31/2024 DATE

PEER REVIEW (IF APPLICABLE): Ivan Luian PRINT NAME / SIGNATURE 1/31/2024 DATE

Client acknowledges receipt and custody of the report or other work ("Deliverable"). Client agrees that it is responsible for assuring that acceptance standards, specifications and criteria in the Deliverable and Statement of Work ("SOW") are Client acknowledges that it is responsible for the failure of any items inspected to meet standards, and for remediation. Client has 15 business days following the date Acuren provides the

Table 1: Inspection Checklist

No.	Inspection	Description	Deliverable	Severity Class	Completed By
Internal					
I.	VT	Liner joints	NDE Report	N/A	Ricardo Vela
II.	VT	Liner at tideline	NDE Report	1	Ricardo Vela
III.	VT	Liner at sediment deposits	NDE Report	0	Ricardo Vela

Table 1: Inspection Checklist

NO.	INSPECTION	DESCRIPTION	DELIVERABLE	SEVERITY CLASS	COMPLETED BY
IV.	VT	Roof purlins	NDE Report	2	Ricardo Vela
V.	VT	Center tension ring	NDE Report	0	Ricardo Vela
VI.	VT	Outlet piping	NDE Report	1	Ricardo Vela
VII.	VT	Other notable damaged areas	NDE Report	N/A	N/A
I.	UT	Shell, four (4) vertical strips	NDE Report	No Previous Readings	Ricardo Vela
II.	UT	Shell at support leg connections	NDE Report	N/A	N/A
III.	UT	Roof purlins	NDE Report	2	Ricardo Vela
IV.	UT	Other notable damaged areas	NDE Report	1	Ricardo Vela
I.	PM	Roof purlin member profile	Sketch		
II.	PM	Roof purlins at shell connection	Sketch		
III.	PM	Tension ring dimension	Sketch		
IV.	PM	Cylindrical to hemispherical connection	Sketch		
V.	PM	Distance to overflow piping	Sketch		
VI.	PM	Other structural members/shapes	Sketch		
External					
I.	VT	Wind rods	NDE Report	0	Arturo Rodriguez
II.	VT	Support leg-to-shell connections	NDE Report	0	Arturo Rodriguez
III.	VT	Upper walkway-to-shell connection	NDE Report	1	Arturo Rodriguez
IV.	VT	Center riser pipe at shell connection	NDE Report	2	Arturo Rodriguez
V.	VT	Center riser pipe to ground connection	NDE Report	0	Arturo Rodriguez
VI.	VT	Upper roof attachment/appurtenances	NDE Report	0	Arturo Rodriguez

Table 1: Inspection Checklist

No.	Inspection	Description	Deliverable	Severity Class	Completed By
VII.	VT	Turnbuckles	NDE Report	1	Arturo Rodriguez
VIII.	VT	Support leg foundation concrete	NDE Report	0	Arturo Rodriguez
IX.	VT	Support/leg global deformation/deflection	NDE Report	0	Arturo Rodriguez
X.	VT	Locations of notable coating failure	NDE Report	N/A	N/A
XI.	VT	Spot hammer testing of rivets	NDE Report	YES	Arturo Rodriguez
I.	UT	Shell, four (4) vertical strips	NDE Report	SEE DATA	Arturo Rodriguez
II.	UT	Shell at support leg connections	NDE Report	0	Arturo Rodriguez
III.	UT	Support leg profile (ground and 50% elev.)	NDE Report	SEE DATA	Arturo Rodriguez
IV.	UT	Center riser pipe	NDE Report	SEE DATA	Arturo Rodriguez
V.	UT	Wind strut thickness	NDE Report	SEE DATA	Arturo Rodriguez
VI.	UT	Upper walkway platform	NDE Report	SEE DATA	Arturo Rodriguez
VII.	UT	Notable coating failure/damage	NDE Report	N/A	N/A
I.	PM	Support leg mounting foot	Sketch		
II.	PM	Support leg cross section	Sketch		
III.	PM	Center riser pipe	Sketch		
IV.	PM	Wind struct profile	Sketch		
V.	PM	Center riser lateral support bars	Sketch		
VI.	PM	Wind rods	Sketch		
VII.	PM	Support leg to shell attachment	Sketch		
VIII.	PM	Roof profile	Sketch		
IX.	PM	Upper walkway platform	Sketch		
X.	PM	Elevation survey of support leg bases	Sketch		
XI.	PM	Additional/other structural components	Sketch		

Table 1: Inspection Checklist

No.	Inspection	Description	Deliverable	Severity Class	Completed By
XII.	PM	3D laser scan of externals	Sketch		
Other					
I.	N/A	Form 30 TAC 290.46(m)(1)	--	--	

VT - Visual Inspection
UT - Ultrasonic Testing
PM - Physical Measurements (Sketch produced showing geometry details)

Table 2: Shell and Roof UT

Location	Measured Max/Min thickness (in.)			
	N	E	S	W
0’ @ center riser pipe	0.369	0.394	0.365	0.378
3’	0.307	0.326	0.331	0.311
6’	0.308	0.339	0.341	0.311
9’	0.311	0.342	0.336	0.315
12’	0.313	0.338	0.335	0.31
Bottom Shell 15’	0.32	0.308	0.314	0.312
18’	0.322	0.301	0.309	0.335
21’	0.275	0.272	0.281	0.274
24’	0.268	0.264	0.266	0.268
27’	0.265	0.275	0.26	0.267
Top Shell 30’	0.252	0.262	0.222	0.261
Bottom Roof 33’	0.195	0.194	0.204	0.192
36’	0.22	0.196	0.199	0.19
39’	0.2	0.18	0.174	0.169
42’	0.193	0.183	0.173	0.169
45’	0.19	0.181	0.17	0.167
Top Roof 48’	0.186	0.175	0.167	0.142
--				
Roof vent (unknown)				

Values recorded should be exclusive of liner or coating thicknesses.
See **Figure** for location details.

Table 3: Shell UT at Leg Connections

Leg	Measured Max/Min thickness (in.)				
	Top	Bottom	Left	right	Repad
N	0.324	0.321	0.323	0.322	
NE	0.325	0.323	0.33	0.333	
SE	0.311	0.326	0.314	0.313	

Leg	Measured Max/Min thickness (in.)				
	Top	Bottom	Left	right	Repad
S	0.331	0.319	0.315	0.313	
SW	0.314	0.328	0.313	0.314	
W	0.306	0.318	0.304	0.306	
NW	0.311	0.326	0.314	0.313	
Values recorded should be exclusive of liner or coating thicknesses. See **Figure** for location details.					

Table 4: Roof Purlin UT

Location	Measured Max/Min thickness (in.)		
	Top flange	Bottom Flange	Web
Near Ladder	0.191	0.182	0.193
*			
*			
*			
Values recorded should be exclusive of liner or coating thicknesses. *Fill in additional locations if accessible. See **Figure** for locations details.			

Table 5: Support Leg UT

LOCATION ID	DESCRIPTION	MEASURED THICKNESS (IN.)		
		Ground Elev. (N)	Ground Elev. (S)	50% Elev.*
UT(1)	Leg member flange thickness	0.491	0.52	0.487
UT(2)	Leg member web thickness	0.402	0.393	0.434
UT(3)	Leg compression plate thickness	0.437	0.434	0.366
UT(4)	Leg member flange thickness	0.495	0.491	0.466
UT(5)	Leg anchor foot thickness			N/A
UT(6)	Cross brace plate thickness	0.494	0.497	0.431
UT(7)	Lattice member Thickness	0.424	0.424	0.42
Values recorded should be exclusive of liner or coating thicknesses. See **Figure** for locations details.				

Table 6: Center Riser Pipe UT Thickness Measurements

LOCATION	MEASURED THICKNESS (IN.)
Segment 1 (lower)	HIGH- 0.270 LOW- 0.261
S2	HIGH- 0251 LOW- 0.246
S3	HIGH- 0.289 LOW- 0.264
S4	HIGH- 0.262 LOW- 0.253
S5 (top)	HIGH- 0.305 LOW- 0.295

Table 7: Wind Strut Thickness

LOCATION ID	DESCRIPTION	MEASURED THICKNESS OR DIMENSION (IN.)
UT(8)	Top member flange thickness	0.272
UT(9)	Top member web thickness	0.214
UT(10)	Bottom member flange thickness	0.285
UT(11)	Bottom member web thickness	0.207
UT(12)	Member connection plate thickness	0.491
UT(13)	Leg connection plate thickness	0.387
Record high and low values (if pitting is observed). Worst case elevation to be recorded as accessible from the ladder. See **Figure** for locations details.		

Table 8: Upper Walkway Platform Thickness

LOCATION ID	DESCRIPTION	MEASURED THICKNESS OR DIMENSION (IN.)
UT(14)	Walkway projection thickness	NORTH- 0.302 EAST- 0.311 SOUTH- 0.296 WEST- 0.308
UT(15)	Walkway angle bracket thickness	NORTH- 0.368 EAST- 0.379 SOUTH- 0.364 WEST- 0.366
Record high and low values (if pitting is observed). Worst case elevation to be recorded as accessible from the ladder. See **Figure** for locations details.		

Table 9: Roof Purlin Dimensions

LOCATION ID	DESCRIPTION	MEASUREMENT (IN.)
Lca	Corner angle leg	3-11/16"
tca	Corner angle thickness	0.232"
Dbp	Bottom plate depth	3" each
Wbp	Bottom plate width	5"
tbp	Bottom plate thickness	0.290" High 0.185" low
TRØ	Tension rod diameter	5/8"
Wtf	Width top flange	1-3/4"
Wbf	Width bottom flange	1-3/4"
hw	Height of web	6"
*Comment if physical dimensions change at various heights/elevations. **Record spacing or number of rivets per 1 ft length. See **Figure** for locations details.		

Table 10: Support Leg Dimensions

LOCATION ID	DESCRIPTION	MEASURED THICKNESS (IN.)		
		Ground Elev. (N)	Ground Elev. (S)	50% Elev.*
W1	Leg width			
W2	Leg width			
W3	Leg flange width			
W4	Base plate width			
D	Leg depth			
L1	Lattice length between rivets			
H1	Height between lattice rivets			
W5	Lattice member width			
CB1Ø	Connecting bar diameter	7/8"	7/8"	
P1Ø	Cross brace pin diameter			
R1Ø	Buckling plate to leg rivet			
R2Ø	Wind brace plate to leg rivet			
R3Ø	Lattice rivet diameter			
#R1**	Spacing or number of R1 rivets			
#R2**	Spacing or number of R2 rivets			
Note that rivet head diameters shall be recorded. *Comment if physical dimensions change at various heights/elevations. Additional measurements will be needed to capture profile at all elevations (if applicable). **Record spacing or number of rivets per 1 ft length. See **Figure** for location details.				

Table 11: Wind Strut Profile Measurements

LOCATION ID	DESCRIPTION	MEASURED THICKNESS OR DIMENSION (IN.)
W6	Member connection plate width	9-1/2"
H2	Member connection plate height	18-1/8"
Wt	Top member flange	2-1/4"
ht	Top member web	8"
Wb	Bottom member flange	1-7/8'
hb	Bottom member web	6"
CB2Ø	Wind rod diameter	1-3/4"
P2Ø	Wind rod pin diameter	2-1/8"
WL(1)	Bottom member weld leg dimension	3"
R4Ø	Member connection plate rivet diameter	1-1/4"
#R4*	Spacing or number of R4 rivets	1-1/2"
Note that rivet head diameters shall be recorded. *Record spacing or number of rivets per 1 ft length. See **Figure** for locations details.		

Table 12: Upper Walkway Platform and Roof Measurements

LOCATION ID	DESCRIPTION	MEASURED THICKNESS OR DIMENSION (IN.)
W7	Width of top walkway plate	30"
L2	Angle connecting leg width	6"
DVØ	Diameter of roof vent	
LR	Roof plate length	
R5Ø	Walkway angle bracket rivet diameter	1-1/4"
#R5*	Spacing or number of R5 rivets	1-3/4"
Note that rivet head diameters shall be recorded. *Record spacing or number of rivets per 1 ft length. See **Figure** for location details.		

Table 13: Shell to Leg Connection Measurements

LOCATION ID	DESCRIPTION	MEASURED THICKNESS OR DIMENSION (IN.)
L3	Leg to shell angle connector leg	5"
t3	Leg to shell angle connector thickness	1/2"
H3	Leg height above walkway	29-1/4"
H4	Angle connector height above walkway	52"
R6Ø	Angle connector rivet diameter	1-1/4"
#R6*	Spacing or number of R6 rivets	2"
Note that rivet head diameters shall be recorded. *Record spacing or number of rivets per 1 ft length. See **Figure** for locations details.		

Table 14: Severity Classifications

Extent Severity Classification Criteria

Condition	0 - No Detectable Damage	1 - Minor	2 - Moderate	3 - Severe	4 - Extreme
Coating	No damage or holidays detected.	Coating deterioration noted <10% of surface.	Coating deterioration noted 10-50% of surface.	Coating deterioration noted >50% of surface.	Coating completely failed.
External Corrosion	No corrosion (e.g., rust staining) evident.	Corrosion inactive or superficial (metal loss is not measurable).	Corrosion activity with metal loss <0.040" in depth.	Active corrosion with metal loss >0.040" in depth to approximately 1/2 wall thickness.	Active corrosion with metal loss greater than 1/2 nominal section thickness.
Welds	No damage evident.	Slight corrosion staining and/or minor non-relevant original fabrication flaws. Hi/low <2mm.	Corrosion <0.040" in depth and/or minor original fabrication flaw/defects unacceptable to CSA W59 Clause 11 visual requirements (e.g., porosity, undercut, minor LOF). Hi/low >2mm and <4mm.	Notable corrosion activity (>0.040" to half weld size in depth) and/or service-related cracking <1" in length). Hi/low >4mm.	Weld missing or failed from corrosion or cracking.
Bolts/Fasteners	No surface corrosion, full thread engagement and tight (hand tightness check).	Slight corrosion staining, minor under threading, and/or not fully snug.	Active corrosion <0.040" in depth and/or hand loose fasteners.	Notable corrosion activity (>0.040" to half bolt size) and/or fully backed off nuts.	Missing, cracked, or broken bolts.
Concrete	No spalling or delamination. No carbon steel or rust bloom present.	Hairline cracks with no networking. Light staining of concrete with no spalling of concrete evident.	Slight spalling of concrete with sections <25mm. Fine cracking that is potentially networked but not open.	Large spalling of concrete with sections >25mm to <100mm in size. Open cracks and potential rust staining.	Large extensive spalling concrete with sections >100mm. Extensive open cracking. Rebar exposed to atmosphere.

VT - Visual Inspection
UT - Ultrasonic Testing
MT - Magnetic Particle Testing

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PHOTO / IMAGE LOG REPORT

CUSTOMER:	ACUREN SERVICE CALL #:	DATE: (MM/DD/YYYY)
The City of West University	423-J116951	1/31/2024
LOCATION / ADDRESS:	CUSTOMER CONTACT:	
3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	In Service	Clean, Coated

CAMERA IMAGE NO.	REPORT PHOTO NO.:	PHOTO DESCRIPTION LOG
	1	Coating at tideline
	2	Coating at sediment deposit
	3	Roof purlins
	4	Roof purlins
	5	Center tension ring
	6	Center tension ring
	7	Overflow Piping
	8	Interior rust streaks on rivets
	9	Leg to Shell connection
	10	Roof vent cover
	11	Support Leg Base
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CUSTOMER REPRESENTATIVE:

PRINT NAME / SIGNATURE DATE

ACUREN INSPECTOR
Ricardo Vela 1/23/2024
PRINT NAME / SIGNATURE DATE

Client acknowledges that it is responsible for the failure of any items inspected to meet standards, and for remediation. Client has 15 business days following the date Acuren provides the Deliverable to inspect it, identify deficiencies in writing, and provide written rejection, or else the Deliverable will be deemed accepted. The Deliverable and other services provided by Acuren are governed by a Master Services Agreement ("MSA"). If the parties have not entered into an MSA, then the Deliverable and services are governed by the SOW and the "Acuren Standard Service Terms" (www.acuren.com/serviceterms) in effect when the services were ordered.

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PHOTO / IMAGE REPORT

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The City of West University	423-J116951	1/23/2024
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3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 1 IMAGE:

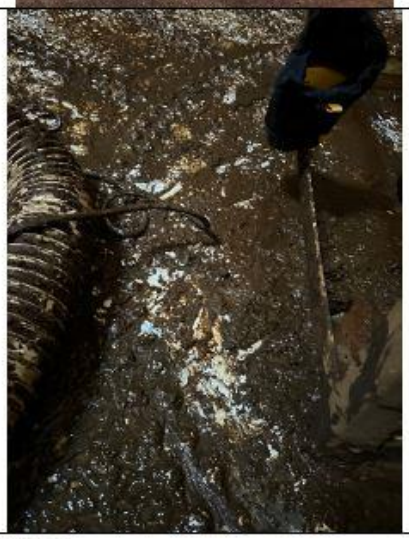
DESCRIPTION:

Coating at tideline

PHOTO: 2 IMAGE:

DESCRIPTION:

Coating at sediment deposit



CUSTOMER REPRESENTATIVE:		ACUREN INSPECTOR	
		Ricardo Vela	1/23/2024
PRINT NAME / SIGNATURE	DATE	PRINT NAME / SIGNATURE	DATE

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The City of West University	423-J116951	1/23/2024
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UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 3 IMAGE:

DESCRIPTION:

Roof Purlins

PHOTO: 4 IMAGE:

DESCRIPTION:

Roof Purlins

CUSTOMER REPRESENTATIVE:

PRINT NAME / SIGNATURE DATE

ACUREN INSPECTOR

Ricardo Vela 1/23/2024

PRINT NAME / SIGNATURE DATE

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LOCATION / ADDRESS:	CUSTOMER CONTACT:	
3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 5 IMAGE:

DESCRIPTION:

Center tension ring

PHOTO: 6 IMAGE:

DESCRIPTION:

Center tension ring

CUSTOMER REPRESENTATIVE:		ACUREN INSPECTOR	
		Ricardo Vela	1/23/2024
PRINT NAME / SIGNATURE	DATE	PRINT NAME / SIGNATURE	DATE

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The City of West University	423-J116951	1/23/2024
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3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 7 **IMAGE:**

DESCRIPTION:

Overflow piping

PHOTO: 8 **IMAGE:**

DESCRIPTION:

Rust streaks on rivets

CUSTOMER REPRESENTATIVE:		ACUREN INSPECTOR	
		Ricardo Vela	1/23/2024
PRINT NAME / SIGNATURE	DATE	PRINT NAME / SIGNATURE	DATE

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3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 9 IMAGE:
DESCRIPTION:
Leg to Shell connections.

PHOTO: 9 IMAGE:
DESCRIPTION:
Leg to Shell connections.

CUSTOMER REPRESENTATIVE:		ACUREN INSPECTOR	
		Arturo Rodriguez	1/31/2024
PRINT NAME / SIGNATURE	DATE	PRINT NAME / SIGNATURE	DATE

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The City of West University	423-J116951	1/31/2024
LOCATION / ADDRESS:	CUSTOMER CONTACT:	
3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 10 IMAGE:
DESCRIPTION:
Roof Vent Cover

PHOTO: 10 IMAGE:
DESCRIPTION:
Roof Vent Cover

CUSTOMER REPRESENTATIVE:

PRINT NAME / SIGNATURE DATE

ACUREN INSPECTOR
Arturo Rodriguez 1/31/2024
PRINT NAME / SIGNATURE DATE

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3709 Bellaire Blvd, Houston, Tx, 77025	Mark Whalstrom	
UNIT / SYSTEM:	CUSTOMER PO #:	CUSTOMER WO #:
Water Tower	N/A	N/A
ITEM DESCRIPTION:	STAGE OF MANUFACTURE:	SURFACE CONDITION:
Water Tower for The City of West University	Final	Clean, Coated

PHOTO: 11 IMAGE:
DESCRIPTION:
Support Leg Base

PHOTO: 11 IMAGE:
DESCRIPTION:
Support Leg Base

CUSTOMER REPRESENTATIVE:		ACUREN INSPECTOR	
		Ricardo Vela	1/23/2024
PRINT NAME / SIGNATURE	DATE	PRINT NAME / SIGNATURE	DATE

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APPENDIX B

FIGURES

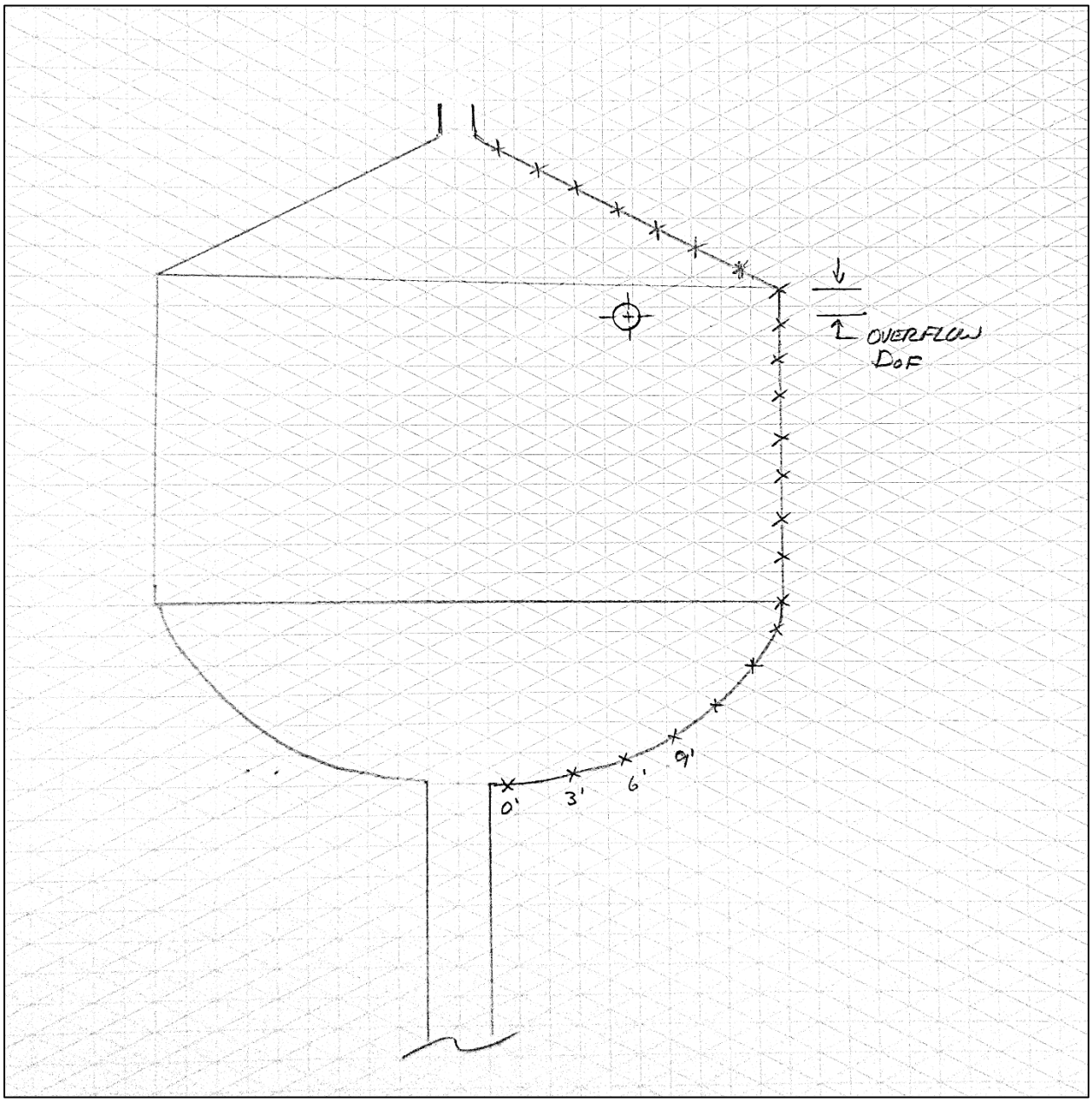

Figure 1 Shell and roof UT spacing – sketch not to scale. Test locations to include N, S, E, and W locations. Overflow piping location (unknown) to be recorded from the roof to shell connection. Sketch is simplified to exclude support legs, walkway, and other appurtenances.

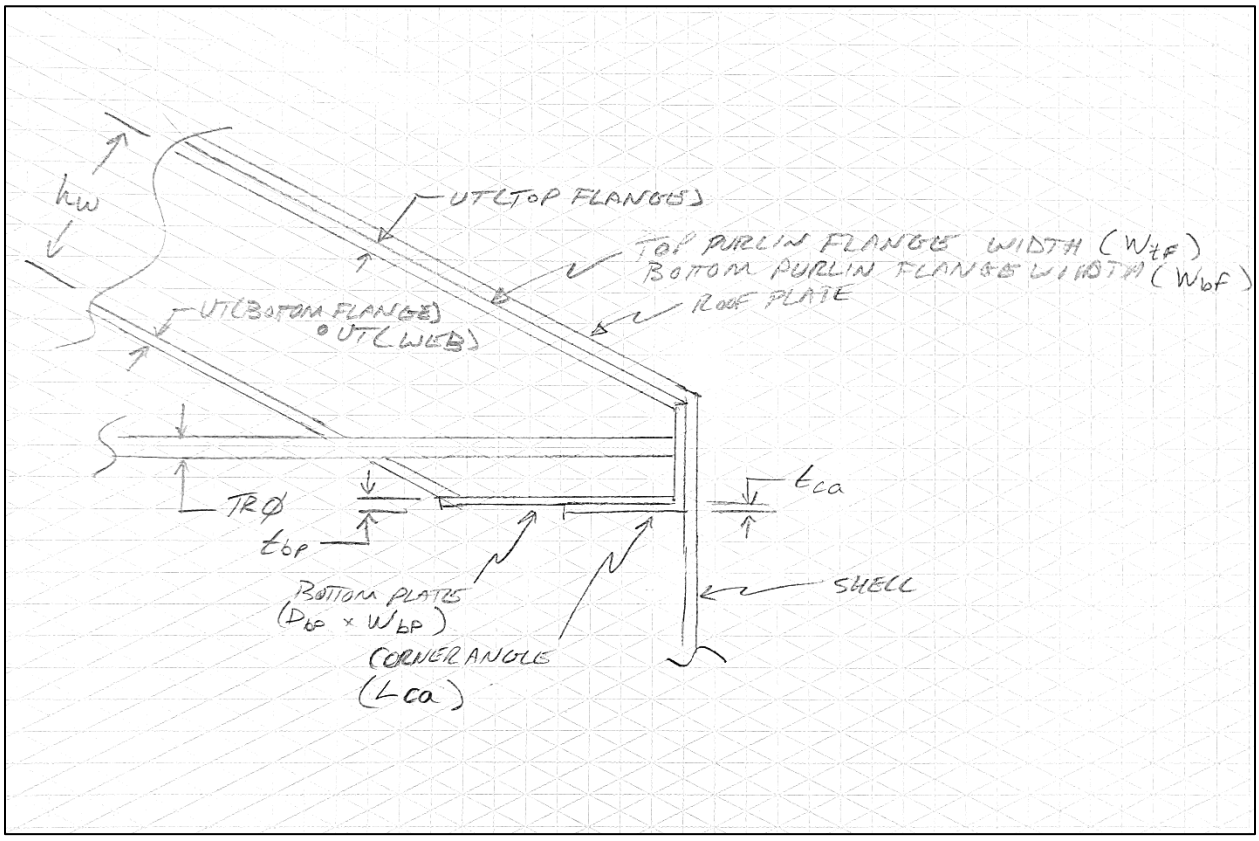

Figure 2 Example sketch roof purlin to roof and shell connection – new sketch to be produced if missing dimensions/structural elements are observed at site. Dimensions and UT locations identified.

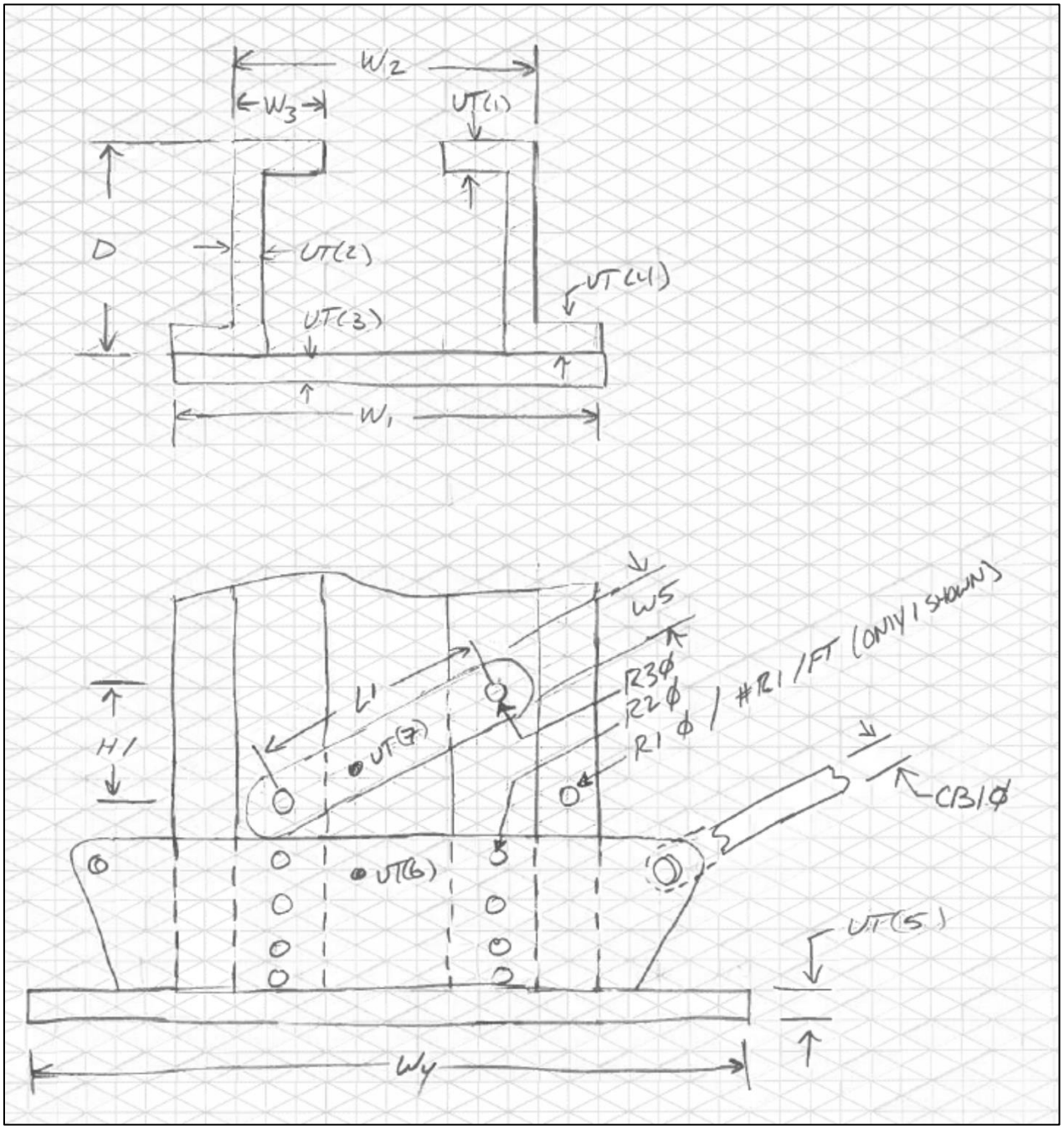

Figure 3 Example sketch of support leg dimensions – new sketch to be produced if missing dimensions/structural elements are observed at site. Dimensions and UT locations identified.

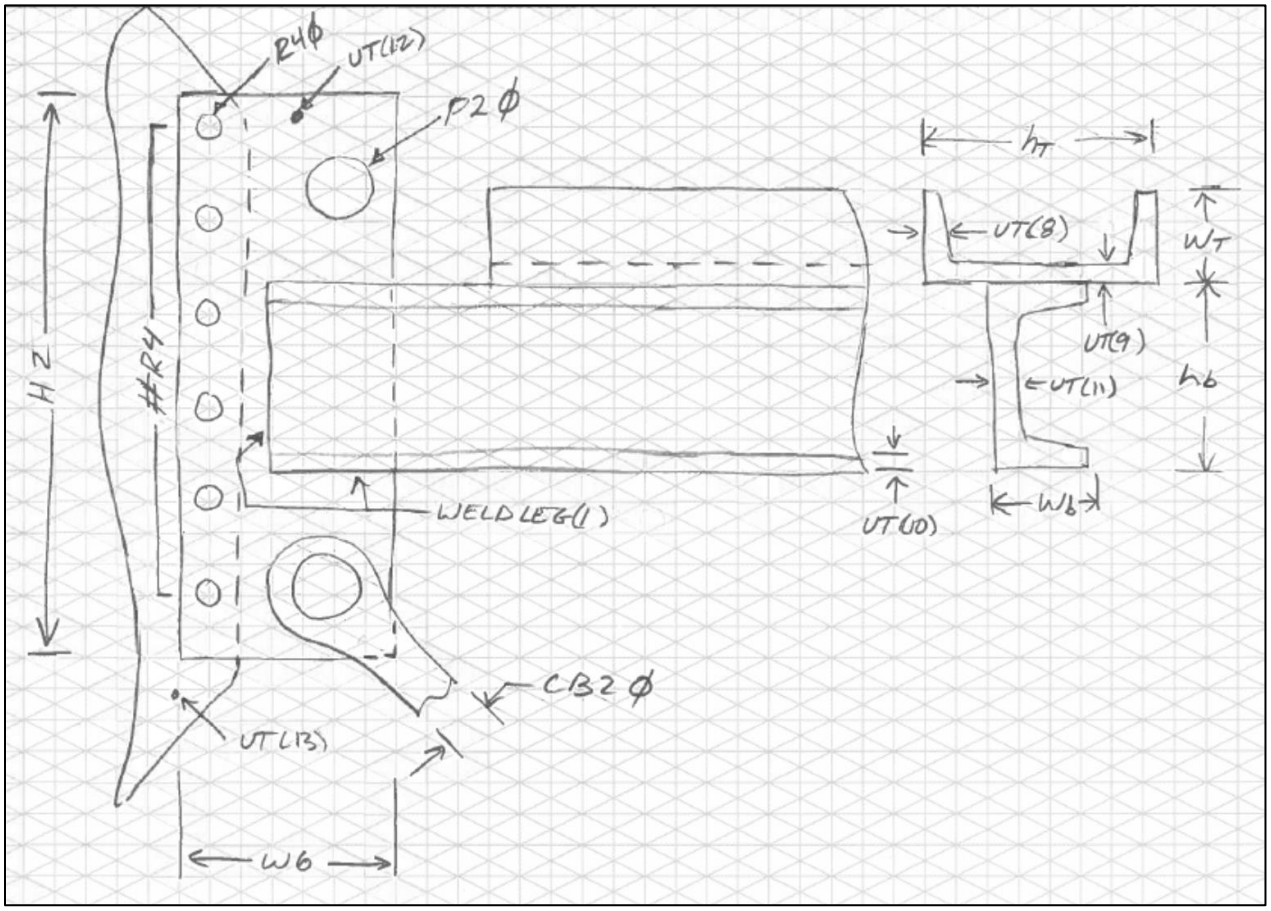

Figure 4 Example sketch of wind strut dimensions – new sketch to be produced if missing dimensions/structural elements are observed at site. Dimensions and UT locations identified.

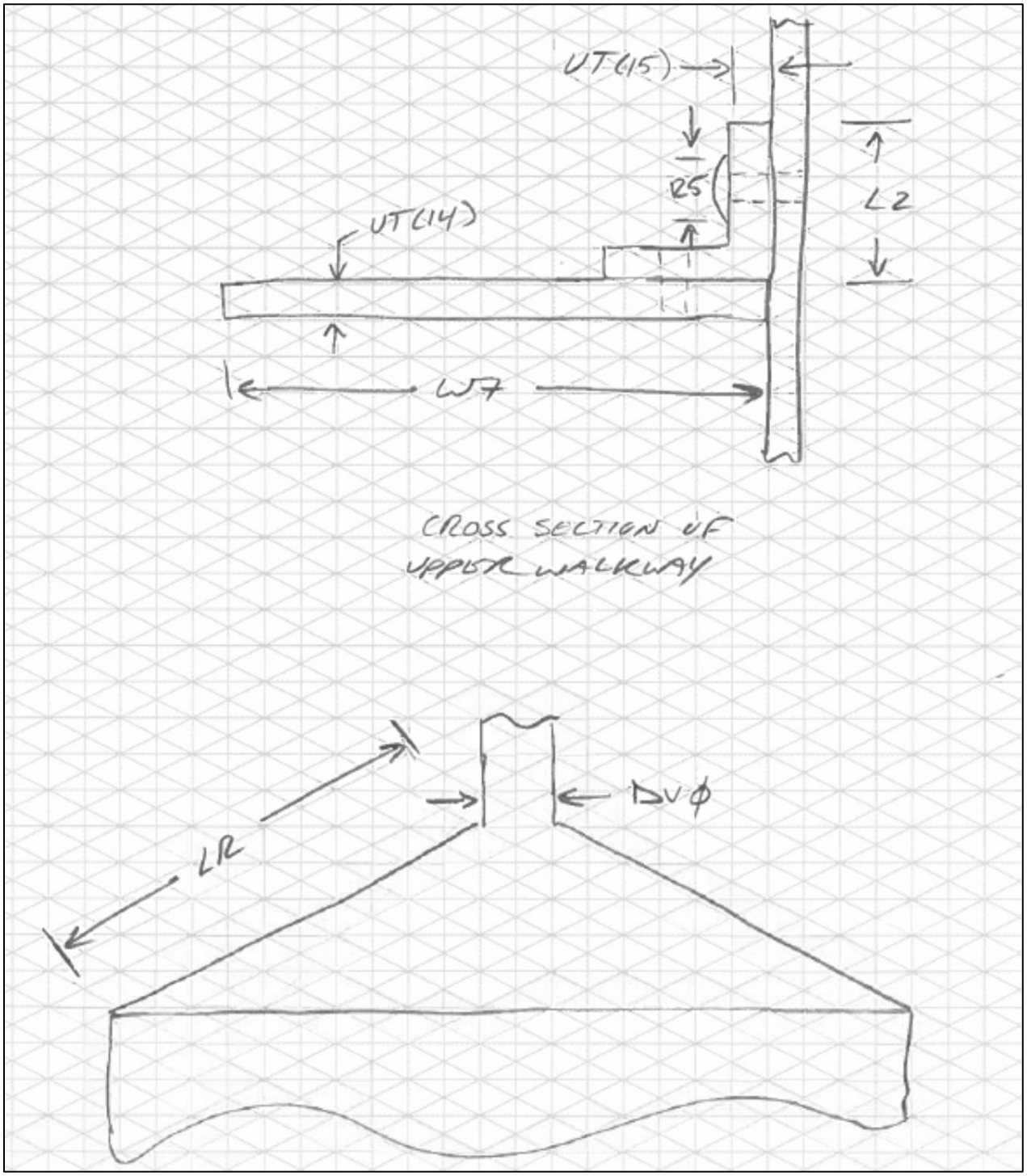

Figure 5 Example sketch of upper walkway platform dimensions – new sketch to be produced if missing dimensions/structural elements are observed at site. Dimensions and UT locations identified.

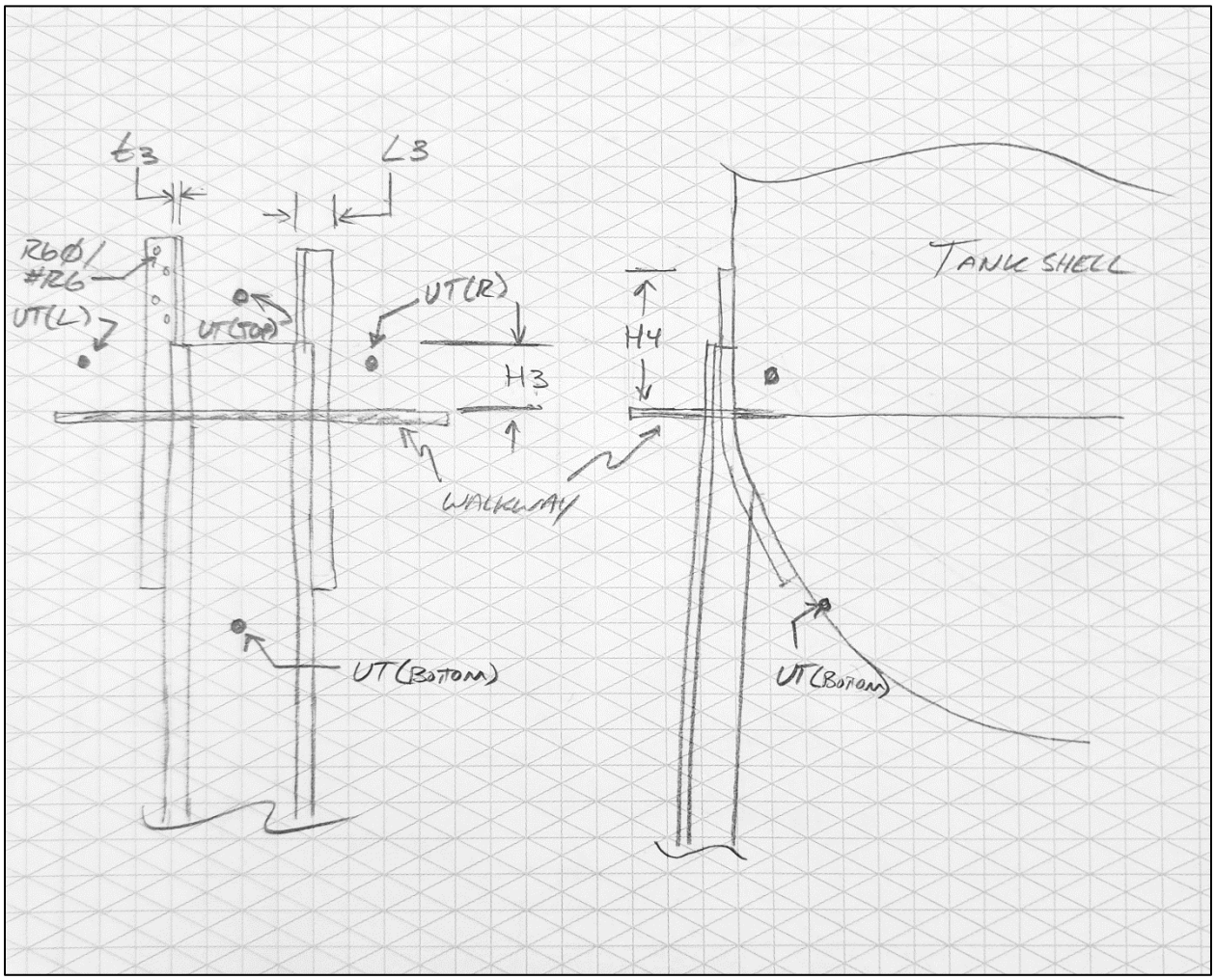

Figure 6 Example sketch roof leg to shell connection – new sketch to be produced if missing dimensions/structural elements are observed at site. Dimensions and UT locations identified.

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APPENDIX E

APRIL 2024 TANK REPAIR & INSPECTION DOCUMENTS

ACUREN

Robert Swanson (IDS)

From:	Robert Swanson (IDS)
Sent:	Friday, April 26, 2024 10:09 AM
To:	Danny Cameron
Cc:	Chad Smith; Mark Wahlstrom; Carol Harrison (IDS); Marcel Khouw (IDS); Jim Angelo (IDS); Brett Cast
Subject:	Bellaire EST Repair - Update and repair procedure
Attachments:	IMG_8584.JPG; IMG_1232.jpg

Danny,

In addition to the leak locations identified at the plate seams on Wednesday, CFG has identified a cracked weld at the interface between the tank bowl and the tank riser. See the attached photos for reference.

We have discussed the tank defects internally and with the contractor and we recommend the following repairs:

Repair of separation at Tank Plate Seams:

1. Identify location of leak to be repaired
2. Power-tool clean or abrasive blast an area minimum 6-inches radius at identified leaks
    a. SSPC-SP10 w/ 3.5 mil to 5 mil surface profile
3. Remove dust and surface contaminants, perform chlorides test on blasted surface
4. Apply 100 mil DFT coat of Carboline Reactamine 760 plural-component coating to blasted area
5. Allow coating to cure per manufacturers recommendations, minimum 24 hours
6. Test coating thickness and perform holiday testing

Repair of weld at riser-bowl connection:

1. Identify limits of cracked/separated weld via Ultrasonic testing and/or Mag Particle testing.
    a. Testing to be completed by third party (GCT Inspection)
    b. Determine type of existing weld (fillet, full pen, etc.)
2. CFG to remove existing defect weld + 2-inches past limits of defect weld
3. CFG to repair weld
4. Repaired weld to be re-tested and inspected by GCT Inspection
    a. If weld is unacceptable, it shall be repaired and retested
5. Once weld has been accepted, CFG will coat the welded area
6. Clean staining and touch-up paint at location of leak repair at tank exterior

Following repair of the cracked weld and separated plates, CFG will disinfect the tank interior and will clean and touch-up paint the staining at the tank exterior.

We have scheduled GCT inspection to be on-site Monday morning at 8AM. The plan is to conduct the inspection, repair the weld, and reinspect the repair all on Monday. Assuming both GCT inspections can happen in the same day, the cost would be $639. IDS will process this invoice and pass it through under our City Engineer contract.

Weather permitting, the weld repair should be completed on Monday and the interior coatings finished on Tuesday. With minimum cure time of 24 hrs and disinfectant contact time of 24 hrs, we think the EST could be returned to service by Thursday evening.

Please let me know if you have any questions.

Thanks,

GCT Inspection Inc.
3208 Federal Rd.
Pasadena, TX 77504
Phone: 713-943-1760
Fax: 713-943-0433

INSPECTION REPORT

PAGE 1 OF 1

DATE 04/29/24	P.O. #	JOB #	CoWU Belaire EST
CUSTOMER	IDS Engineering Group	JOB LOCATION	3709 Bellaire Blvd.

RT ☐ UT ☑	ASME SEC: I ☐	V ☐	VIII ☑	IX ☐
PT ☐ MT ☑	API 1104 ☐	ASME B31.1 ☐	AWS D1.1 ☐	ASME B16.34 ☐
BH ☐ VT ☐	ASME B31.3:	CATEGORY D ☐	NORMAL FUILD ☐	SEVERE SERVICE ☐
PROCEDURE 2200 REV. 05	OTHER	AWWA		

TRAVEL TO JOB 1 Hr	ARRIVE TO JOB 8:00a	30 MIN. LUNCH	IS THIS THE ONLY TICKET FOR THIS COMPANY TODAY?	
TRAVEL TO SHOP 1 Hr	LEAVE JOB 6:00p			
TOTAL HOURS TRAVELED 2 Hrs	TOTAL HOURS AT JOB 10 Hrs	YES ☑ NO ☐	YES ☑ NO ☐	

NDT LEVEL II J. Torgerson	4 ½ X 10	TOTAL UNITS	4 ½ X 10
NDT LEVEL II SIGNATURE	4 ½ X 17	ACCEPTED	4 ½ X 17
ASSISTANT	OTHER UT & MT Sup.	REJECTED	OTHER

NUMBER	IDENTIFICATION	ACCEPT	REJECT	DEFECT TYPE	IQI SENSITIVITY	FROM	TO	SIZE & THICKNESS	COMMENTS
									See attached UT & MT reports
									4 Hours Standby (getting needed materials to start job)

ACC - ACCUMULATION OF DISCONTINUITIES
IP - INADEQUATE PENETRATION
IPD - INADEQUATE PENETRATION DUE TO HIGH-LOW
IC - INTERNAL CONCAVITY
IF - INCOMPLETE FUSION
TI - TUNGSTEN INCLUSION
EP - EXCESSIVE PENETRATION
BT - BURN THROUGH
ESI - ELONGATED SLAG INCLUSION
ISI - ISOLATED SLAG INCLUSION
GP - GAS POCKET
SP - SPHERICAL POROSITY
CP - CLUSTER POROSITY
WP - WORMHOLE POROSITY
HB - HOLLOW BEAD
C - CRACK
CC - CRATER CRACK
IU - INTERNAL UNDERCUT
EU - EXTERNAL UNDERCUT
LS - LONG SEAM ALIGNMENT
AB - ARC BURN

NOTE:
RADIOGRAPHY PRODUCES TWO DEMENTIONAL IMAGES ONLY. DEFECTS REPORTED ARE GOOD FAITH OPINIONS ONLY.

CUSTOMER APPROVAL

DATE

BY SIGNING THIS REPORT THE CLIENT REPRESENTATIVE IS CERTIFYING THE HOURS AND MATERIALS TO BE APPROVED FOR PAYMENT BY THE CLIENT.

ACUREN

Inspection Date: 04-29-2024

Page: 1 of 1

GCT INSPECTION, INC.

3208 Federal Rd. Pasadena, Texas 77504
Phone: 713-943-1760 Fax: 713-943-0433

REPORT OF ULTRASONIC TESTING OF WELDS

Client: IDS Engineering Group | Job #: CoWU Bellaire EST | P.O. #:
Surface Condition: Clean | Equipment #: Elevated Tank | Material Thickness: 0.375"
Unit: GE | Type: USM GO | Serial #: USMGO09080169 | Cal Date: 03-27-24
Transducer Type: ABFQ-0202-GP | Serial #: 13166 | Frequency: 2.25 MHz | Diameter: 0.25 in.
Couplant: Ultragel 2 | Cable Type: RG-174/U | Brand: Belden | Length: 60 in.
Material: C/S | Scanned Sides: A | Reference Block: DAC | SN: 98-8193
Dampening Setting: N/A | Reject Setting: N/A | Remarks:

Line Number	Weld Identification	Indication Number	Transducer Angle	From Face	Leg (a)	Decibels: Reference Level	Decibels: DAC % Rating	Discontinuity: Length	Discontinuity: Angular Distance (Sound Path)	Discontinuity: Depth From "A" Surface	Distance: From X	Distance: From Y	Evaluation: Within Code	Evaluation: Beyond Code	Plan view / Remarks
1	Repair Area		0			30.8							/		No Indications
2			45			38.4							/		No Indications
3			60			40.6							/		No Indications
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															
14															
15															

Plan view: X (+ / −) Y

Location & Identification Sketch

We, the undersigned, certify that the statements in this record are correct and that the items were prepared and tested in conformance with the requirements of (ASME Sec VIII / AWWA) code. (2023) UT Procedure # 2200 Rev. 05

Inspected by
Level II: Joshua Torgerson
Level I:

Manufacturer or Contractor:

Location: 3709 Bellaire Blvd

Customer Approval : _____ **Date :** _____

ACUREN

GCT Inspection Inc.
THE XRAY COMPANY
est. 1976

3208 Federal Rd. Pasadena 77504 | Phone: 713-943-1760 | Fax: 713-943-0433

REPORT OF MAGNETIC PARTICLE EXAMINATION

Client:	IDS Engineering Group	Location: 3709 Bellaire Blvd.		Page: 1 of 1	
Job:	CoWU Bellaire EST	Equipment:	Elevated Tank	PO#:	
Material:	C/S	Thickness:	0.375"	Lighting Used:	Flash Light
Time:	Started = 11:00a Completed = 4:30p	Surface Condition:	Clean		

Location & Identification Sketch

Date	Identification	Area	Interpretation		Repairs		Remarks
			Accept	Reject	Accept	Reject	
4/29/2024	Repair Area	Prep	X				No Relevant Indications
4/29/2024	Repair Area	Final		X			1/4" Crack
4/29/2024	Repair Area R1	Final			X		No Relevant Indications

We the undersigned, certify that the statements in this record are correct and that the parts were prepared and tested in accordance with the requirements of (ASME Sec VIII / AWWA)code. 2023 Form 4000A MT Procedure # 4100 Rev. 12

Light intensity meter SN: 081179A Cal Date: 11/7/2023 FTC/Mw: 150+ Manuf. or Contractor:

Level II: Josh Torgerson Signature: Inspector:

Yoke SN: 18831 (10/40) Lb. Test Block #: 1405 10/40 Lb. Lift Test: (Yes) / No

[X] Dry	[ ] Wet	[X] Yoke	[ ] Head Shot	[ ] Coil	[ ] Prods	[X] Visible
[X] AC	[ ] DC	[ ] Half-Wave	[ ] Permanent	[X] Continuous	[ ] Fluorescent	[ ] Contrast

ACUREN

WELDER TESTING, INC.
502 West 13th Street, Deer Park, TX 77536
Phone (281) 930-9966 Fax (281) 478-0010

QW-484A Suggested Format For Welder Performance Qualifications (WPQ)
(See QW-301, Section IX, ASME Boiler and Pressure Vessel Code)

Welder's Name: Rafael Ortiz Identification no: 4789

Test Description

Identification of WPS followed: CFG-SM-P1-2 Test Coupon ☒ Production Weld ☐

Base Material Type/Grade : SA-106 Gr.B Base Material Thickness : .719"

Welding Variables (QW-350)	Process 1 Actual Test Values	Process 1 Range Qualified	Process 2 Actual Test Values	Process 2 Range Qualified
Welding process(es)	SMAW	SMAW	SMAW	SMAW
Type (Manual, Semi-auto, etc.)	Manual	Manual	Manual	Manual
Backing (With / Without)	None	With or Without	Weld metal	With backing
Base metal (P no. to P no.)	1	P1-P15F, P34, P41-P49		
☒ Pipe ☐ Plate	6.625"od	2.875"od & larger Pipe & Plate		
Filler metal or Electrode SFA no.	5.5		5.1	
Filler metal or Electrode Classification	E7010-P1		E7018	
Filler metal F no.	3	1-3 [1&2 require backing]	4	1 - 4
Filler metal product form	N/A	N/A	N/A	N/A
Consumable insert	N/A	N/A	N/A	N/A
Weld deposit thickness (3 layers min?)	.125" [n/a]	.250" max	.594" (yes)	Unlimited
Welding position (2G, 5G, 3F, etc.)	6G	All positions	6G	All positions
Vertical progression (Up or down)	Down	Down	Up	Up
Inert gas backing	N/A	N/A	N/A	N/A
GMAW transfer mode	N/A	N/A	N/A	N/A
GTAW Current Type /Polarity	N/A	N/A	N/A	N/A

Other:

Notes

* Fillet welds - All base metal thicknesses, fillet sizes, and diameters qualified. (QW-452.6)
* Double welded groove welds are considered welding with backing (QW-402.4)
* The omission of inert backing gas does not require requalification for welding fillet welds, double welded butt joints, and single welded butt joints with backing. (QW-408.8) [This exception does not apply to P51through 53, P61, P62, or P10I materials]

RESULTS

☒ QW-462.2 Side bends ☐ QW-462.3(a) Transverse Root & Face Bends ☐ QW-462.3(b) Longitudinal Bends

☐ QW-462.5(c) Pipe bend specimen, Corrosion resistant overlay ☐ QW-462.5(d) Plate bend specimen, Corrosion resistant overlay

☐ QW-462.5(b) Pipe specimen - Macro test for fusion ☐ QW-462.5(e) Plate specimen - Macro test for fusion

Specimen No.	Results	Specimen No.	Results	Specimen No.	Results
Side bend 1	Satisfactory	Side bend 3	Satisfactory		
Side bend 2	Satisfactory	Side bend 4	Satisfactory		

Visual Examination Results (QW-302.4) ☒ Satisfactory ☐ Unsatisfactory

Alternative Volumetric Examination (QW-191) ☐ RT ☐ UT ☐ Satisfactory ☐ Unsatisfactory

Fillet weld - Fracture test (QW-181.2) Length & percent defects

☐ Fillet welds in plate [QW-462.4(b)] ☐ Fillet welds in pipe [QW-462.4(c)]

Macro examination (QW-184) Fillet size (in) X Concavity/Convexity(in)

Other tests performed

Welding Test conducted By: CFG Industries

Mechanical tests conducted by: Welder Testing, Inc. Laboratory Test No.: 172399

We certify that the statements in this record are correct and that the coupons were prepared, welded, and tested in accordance with the requirements of Section IX of the ASME Boiler and Pressure Vessel Code

Prepared By: David Peloquin Certified By:

Organization: Welder Testing, Inc. Organization: CFG Industries

Date: April 3, 2024 Date:

QW-484A.

Result of test: ☒ Pass ☐ Fail

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.205	**Agenda Item**	12
Approved by City Manager	Yes	**Presenter(s)**	B. Cast, Asst. Director
Reviewed by City Attorney	N/A	**Department**	Public Works
Subject	Water System Improvement Projects Update		
Attachments	Presentation		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

Tonight, staff will present an update on the project status, schedule, and cost for the Water System Improvements projects, including Milton Water Plant, Wakeforest Water Plant, Wakeforest Distribution Line, and a New Water Well. This update will also include discussion on alternatives for the Milton Water Plant regarding the location of the ground storage tanks (GSTs) and Pump Building as they relate to Phase II of the Facilities Master Plan.

In 2020, the City began a series of studies to evaluate the water system's capacity, efficiencies, and redundancy to meet the current and future needs of its customers. The following information is an overview of the city's existing water system, previous studies, and description of the 2024 projects.

CURRENT WATER SYSTEM INFRASTRUCTURE:

- Milton Water Plant (1957)
  - Groundwater well
  - City of Houston surface water connection
  - Pump room and four booster pumps
  - Two ground storage tanks (total capacity 1.9 million gallons)
- Wakeforest Water Plant (1991)
  - Groundwater well
  - City of Houston surface water connection
  - Pump room and two booster pumps
  - Two ground storage tanks (total capacity 1 million gallons)
  - One elevated storage tank (total capacity 500K gallons)
- Bellaire Elevated Storage Tank (1935)
  - One elevated storage tank (total capacity 250K gallons)

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

BACKGROUND ON WATER SYSTEM STUDIES/MODELING:

Prior to undertaking these major projects, the City wanted to ensure that any proposed projects were necessary to not only meet the needs of customers today, but also the future needs as well.

Below is a summary of the studies completed since 2020:

2024 PROJECTS

In 2024, Council authorized IDS Engineering Group to begin design for the following recommendation water system improvements projects:

- Wakeforest Distribution Line Improvements – Construction Design
- Wakeforest Water Plant Improvements – Preliminary Engineering and Construction Design
- Milton Water Plant Improvements – Preliminary Engineering Design
- New Water Well – Preliminary Engineering and Construction Design

No action from City Council is needed on the Wakeforest Pump Station Improvements, New Water Well and Wakeforest Distribution Line Improvements, but staff will be requesting feedback on the location of the Milton Pump Building and ground storage tank locations as it relates to Phase 2 of the Facilities Master Plan.

Recommended Action

Discuss and Provide feedback.

Water System Improvement Projects Update

Council Presentation

January 13, 2025

City of West University Place

IDS Engineering Group

Agenda

- Existing Water System
- Water Modeling Recommendations
- Project Overview & Updates
  - A - Wakeforest Distribution Line
  - B - Wakeforest Plant Upgrades
  - C - New Water Well
  - D - Milton Plant Upgrades
- Estimated Project Costs
- Project Schedules
- Milton Pump Station & GST Options
- Questions

Wakeforest EST

IDS Engineering Group

Existing Water System Facilities

Bellaire EST
1935

1 elevated storage tank

Milton Water Plant
1957

1 Groundwater well
CoH surface water connection
4 Booster pumps
2 ground storage tanks

Wakeforest Water Plant
1991

1 Groundwater well
CoH surface water connection
2 Booster pumps
2 ground storage tanks
1 elevated storage tank

IDS Engineering Group

Modeling Study Project Recommendations

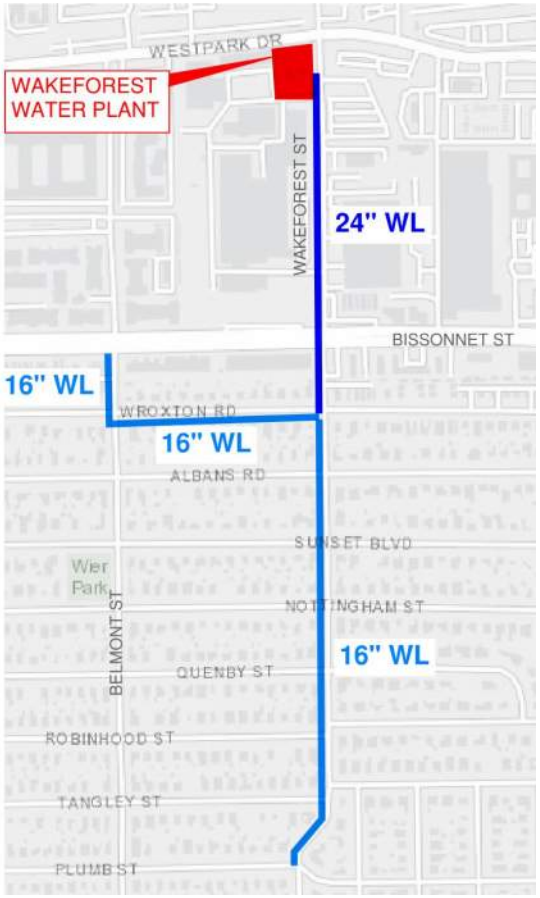
Project	Driving Factors
A- Wakeforest Distribution Line	- Improves pressure and flow throughout system - Allows for decommission or replacement of Bellaire EST
B- Wakeforest Plant Upgrades	- Support future demands - Improves pressure and flow throughout system
C- New Water Well	- Resiliency for Loss of Surface Water
D- Milton Plant Upgrades	- Improves Pressure and flow throughout system - TCEQ Compliance - Allows for decommission or replacement of Bellaire EST

*List not in order of priority

A – Wakeforest Distribution Line

A – Project Description

- Increase diameter of distribution line from Wakeforest Plant to Plumb Street
- Utilize trenchless construction methods to minimize impacts to residents
- Obtain approvals from City of Houston (COH) and City of West University Place



Original Routing of Wakeforest Distribution Line

IDS Engineering Group

A – Project Updates

- Further modeling showed proposed 16” WL on Wroxton and Belmont does not provide significant benefits to water system

- Approximately $1.3M cost savings

Proposed Routing of Wakeforest Distribution Line

IDS Engineering Group

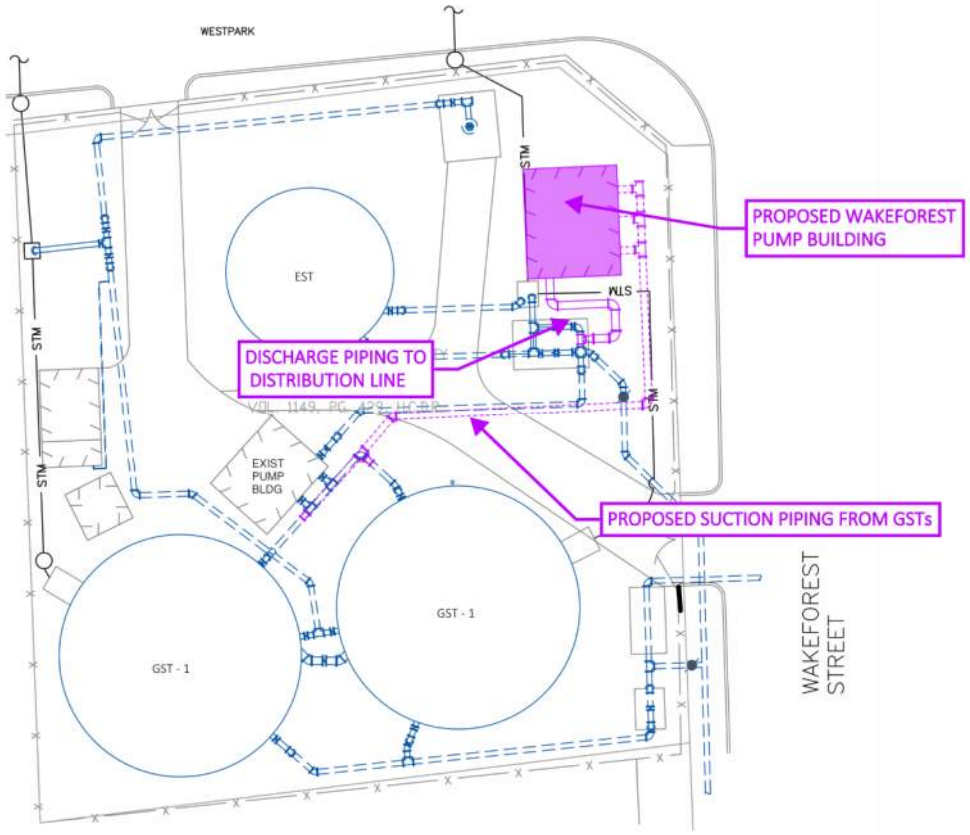
A – Project Status

- 60% Plans Submitted November 2024
- Met with COH December 2024 to discuss traffic control
- Coordinating with Private Utility Companies
- 90% Submittal to COH and CoWU March 2025
- Pending City Council authorization and funding, construction could begin as early as 1Q 2026

IDS Engineering Group

B – Wakeforest Plant Upgrades

B – Project Description



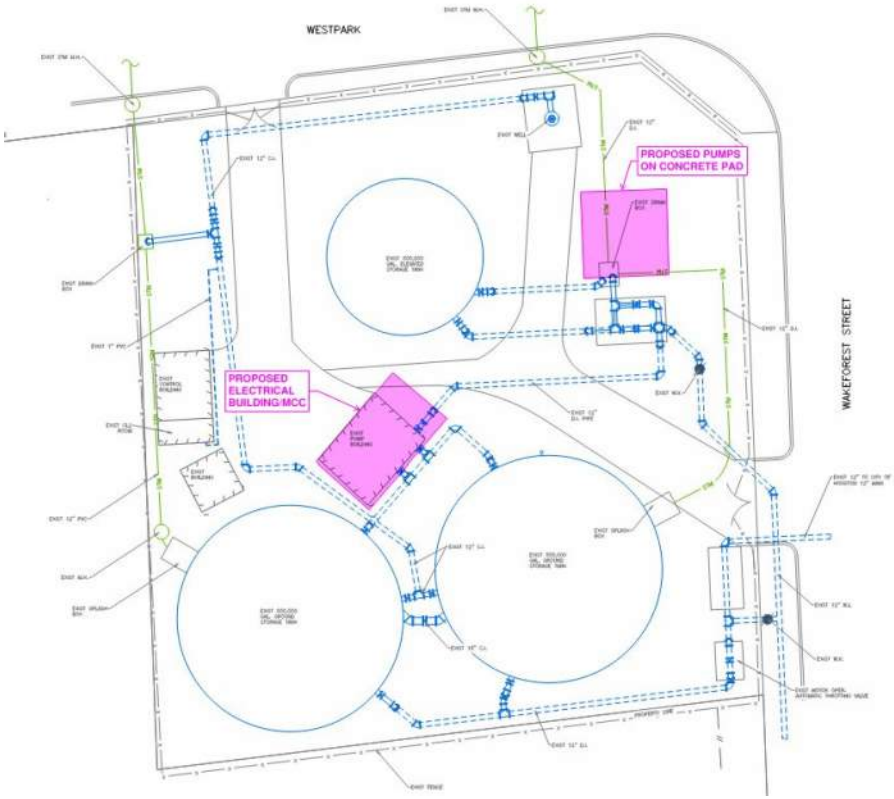
Original Wakeforest Plant Site Plan

- Increase booster pump capacity from 3,000 gpm to 4,000 gpm
- Install 2 pumps with ability to install additional pump in future
- New pump building
- Requires platting and permitting/approval through COH

IDS Engineering Group

B – Project Updates

- Construct new CenterPoint Electrical service and transformer
- Booster Pumps to be installed on concrete pad instead of new building
- New 25’x15’ electrical building in location of existing pump building
- Upgrades phased to allow continuous operation of plant



Updated Wakeforest Plant Site Plan

IDS Engineering Group

B – Project Status

- Surveys & Geotechnical Report Complete
- Plat approved and recorded December 2024
- Draft Preliminary Engineering Report (PER) completed December 2024 for comments by staff
- Design to kick off in February 2025
- Pending City Council authorization and funding, construction could begin as early as 1Q 2027

Example of Pumps on Concrete Pad

IDS Engineering Group

C – New Water Well

C – Project Description

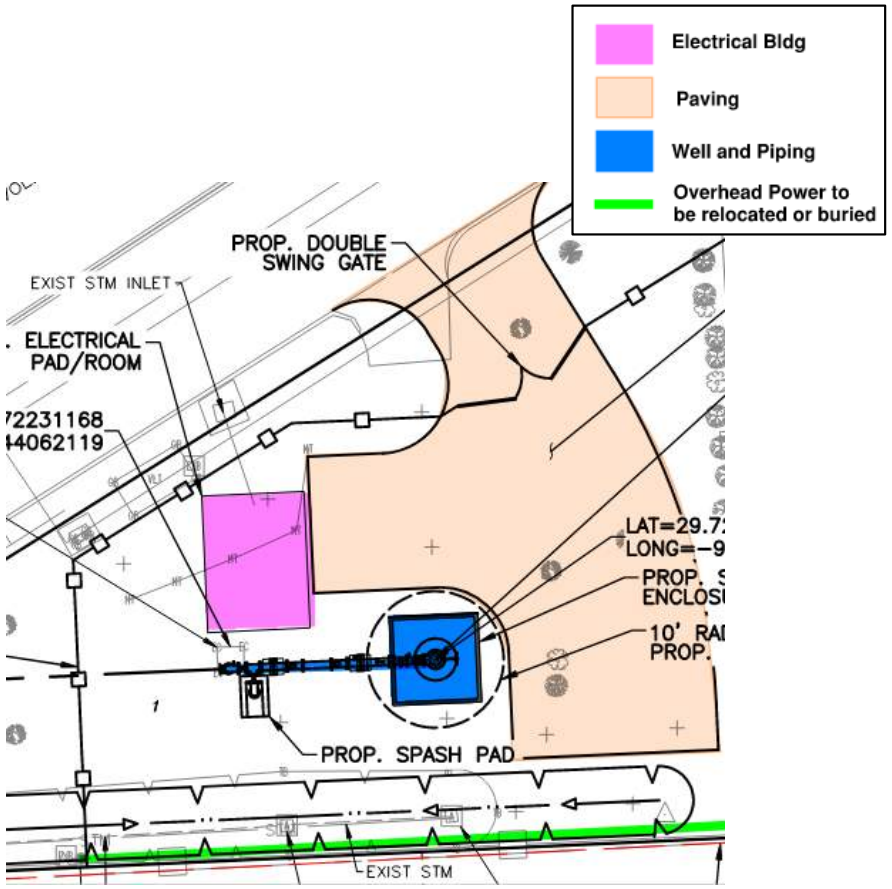
- Construct New Well at Abandoned Well 7 Site
- Construct new 12” water line from Well Site to Milton Water Plant
- Permitting/approval from CoWU & TCEQ

Proposed Routing of Well Connection to Milton Plan

IDS Engineering Group

C – Project Updates

- Coordinated with 2 well drillers to confirm constructability and prepare site plan
- 1 lane closure on Bissonnet needed for construction of well (requires COH Approval)
- Power lines at back of tract will need to be relocated or buried (coordinating with CenterPoint Electric)
- New driveway connection (requires COH Approval)



Proposed Well Site Plan

IDS Engineering Group

C – Project Status

- Surveys & Geotechnical Report Complete
- Hydrogeologist Services
  - Hazard Pollution Study complete
  - Well, Well Pump & Well Motor Parameters complete
- Well Site Plan
  - Site plan prepared accommodating recommendations from well drillers
  - Met with COH to discuss lane closure & new driveway
  - Initiated discussion with CenterPoint for relocation or burial of power lines

IDS Engineering Group

C – Project Status/Next Steps

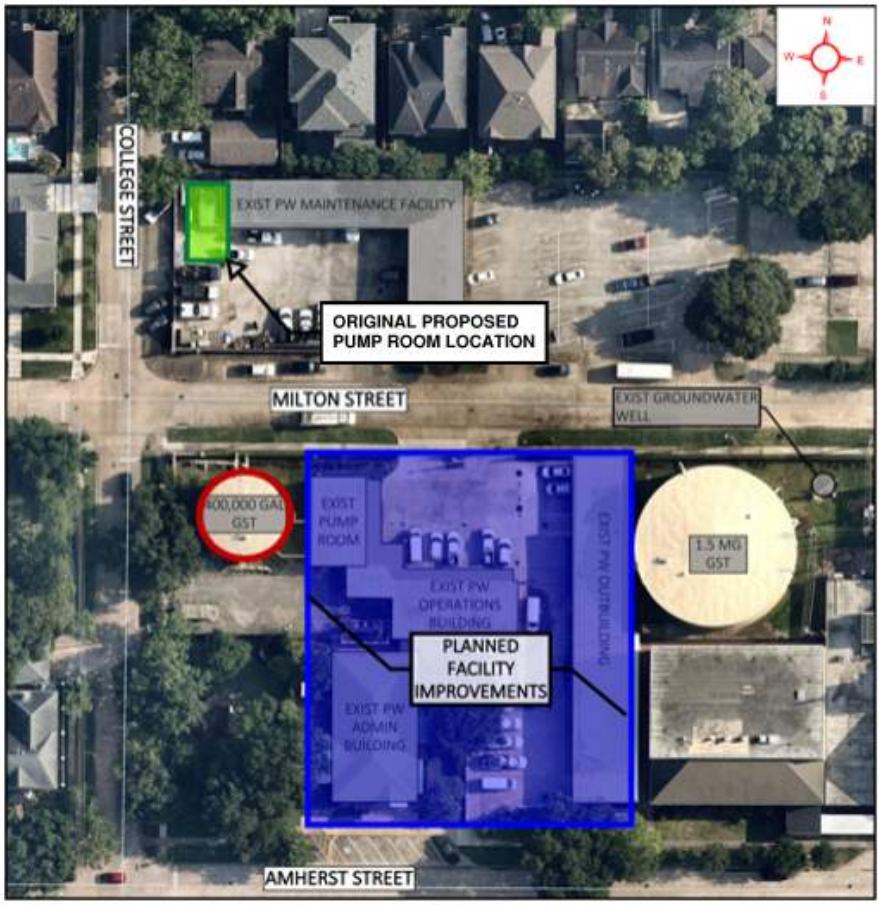
- Finalize Preliminary Engineering Report/30% Design
- Submit Exception Request to TCEQ for COH ROW within 150’ of well
- Begin design of well and well collection line
- Pending City Council authorization and funding, construction could begin as early as 1Q 2027

IDS Engineering Group

D – Milton Plant Upgrades

D – Project Description

- Increase booster pump capacity from 5,800 gpm to 8,000 gpm
- Install 4 pumps with ability to install 1 additional pump in future
- Relocate Pump building across Milton Street
- Existing pump building can remain in operation while new building is constructed
- Request to evaluate location of 0.4MG GST



Original Milton Facilities Site Plan

IDS Engineering Group

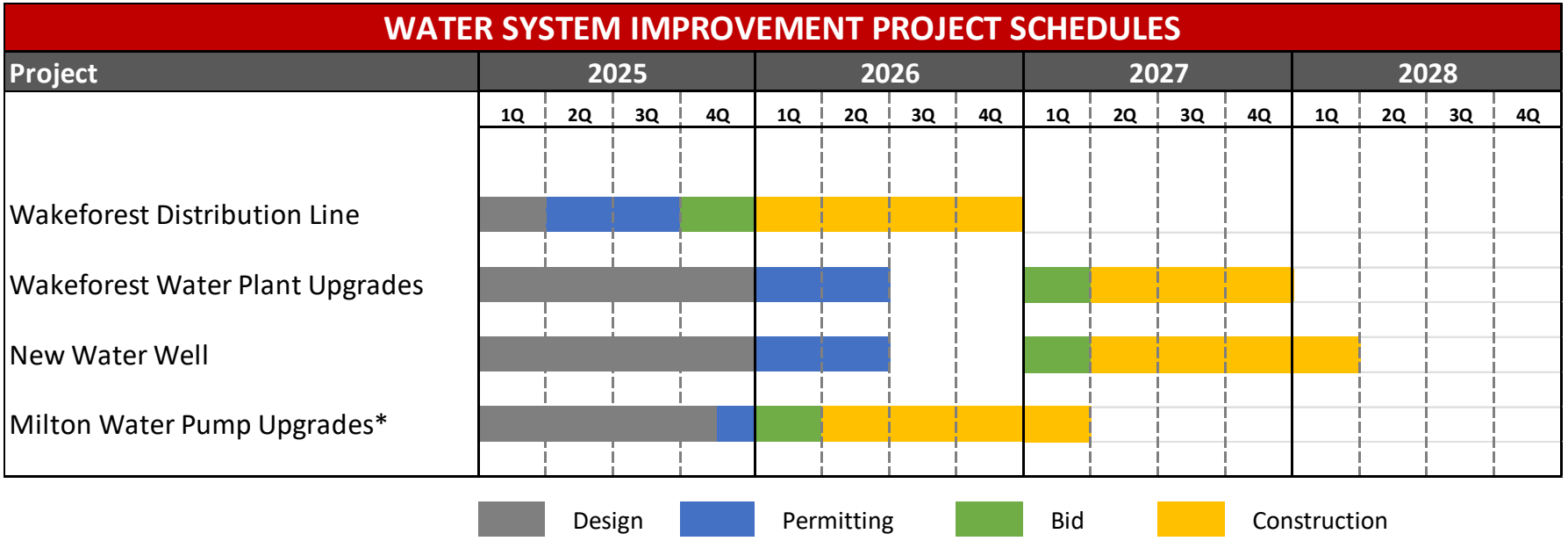
D – Project Updates

- Identified size of equipment and facilities needed for pump and electrical upgrades
- Determined preliminary costs for pump and electrical upgrades
- Coordinating with City and PGAL on alternatives for pump room location
- Reviewed alternatives for relocation of 0.4 MG GST

D – Project Status

- Pending feedback from Council on location of pump room, prepare preliminary engineering report
- Upon approval of preliminary engineering report, begin design
- Pending City Council authorization and funding, construction could begin as early as 2Q 2026

Project Schedules



* Timing will be depending on facilities master plan projects

IDS Engineering Group

Estimated Project Costs

Project	Estimated Project Cost *
A - Wakeforest Distribution Line	$6,009,380
B - Wakeforest Plant Improvements	$5,962,695
C - New Water Well	$6,821,639
D - Milton Plant Improvements**	$11,590,925
Total Estimated Cost	**$30,384,639**

* Project A includes 20% Contingency; Projects B, C, and D include 30% Contingency

** Does not include GST cost

IDS Engineering Group

Milton Pump Station and GST Options

IDS Engineering Group

Existing Milton Ground Storage Tanks (GSTs)

- The existing 400,000 gallon (0.4 MG) GST and 1,500,000 gallon (1.5 MG) GST were constructed in 1957 and last rehabilitated in 2016 and 2015, respectively.

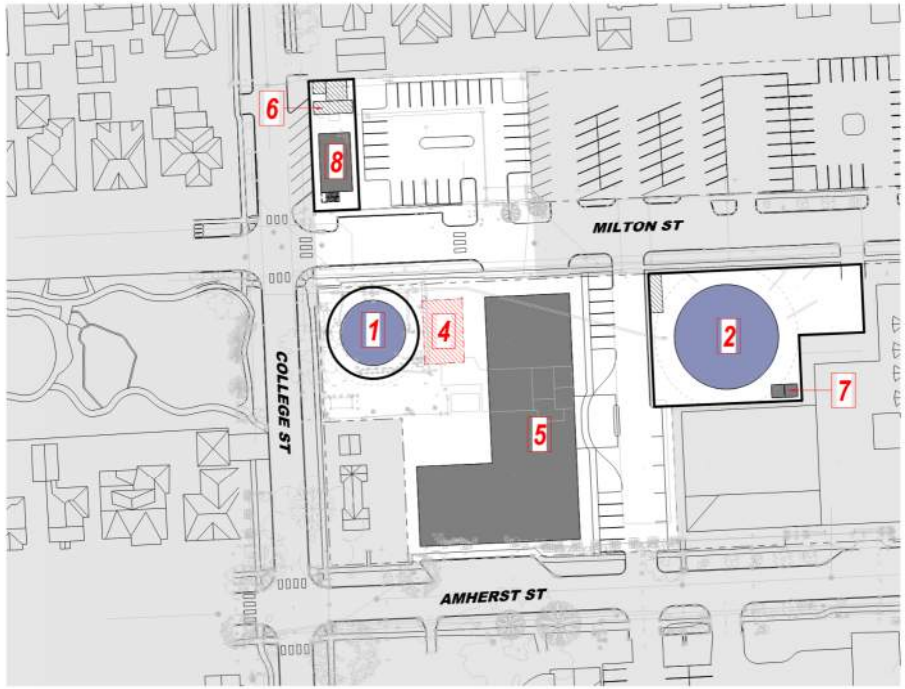
- Based on the age and condition of the tanks, it is recommended that both tanks be replaced in the near future.

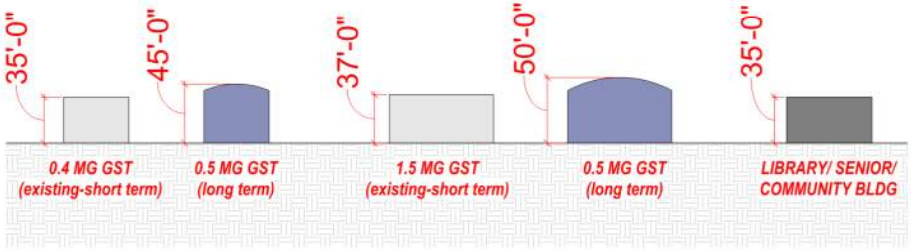
IDS Engineering Group

Pump Station & GST Options

- Option 1: Pump station on north side Milton, GSTs in current locations
- Option 2: Pump Station and 0.5MG GST on north side of Milton
- Option 3: Dual 2.0 MG GST with pump station adjacent
- Option 4: Dual 2.0 MG GST with pump station on north side of Milton

Option 1: Pump station on north side Milton, GSTs in current locations





1. 0.5 MG GST- 50' DIA.
2. 1.5 MG GST- 80' DIA.
4. EXISTING PUMP BUILDING (temp location)
5. LIBRARY/ SENIOR/ COMMUNITY BLDG
6. UTILITIES (CPE pole, transformer, generator)
7. ANCILLARY SUPPORT BUILDINGS
8. 2-STORY PUMP/ ELEC. BUILDING

Tank	Estimated Tank Project Cost (2026)
0.5 MG GST	$ 3,800,000
1.5 MG GST	$ 5,935,000
Total	**$ 9,735,000**

IDS Engineering Group

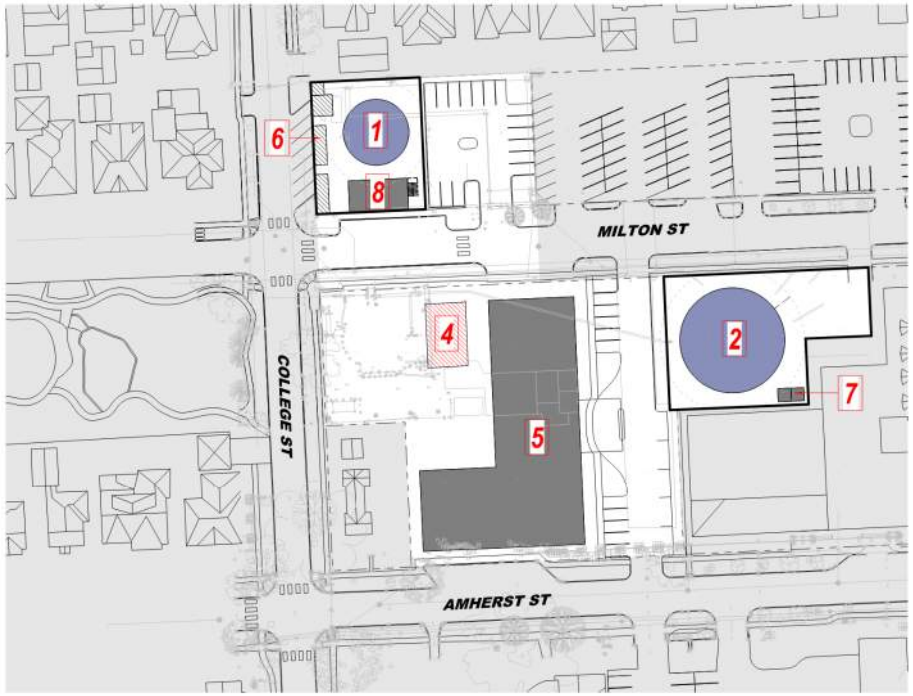
Option 1 Perspective

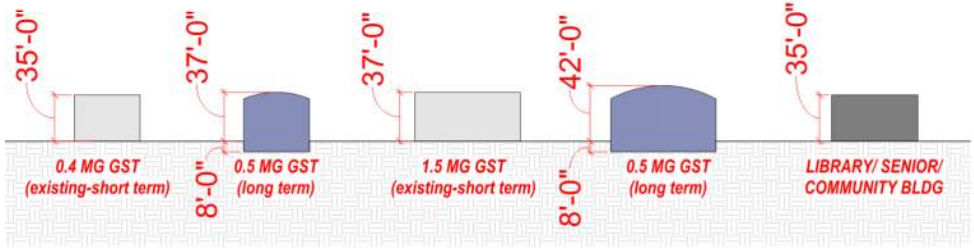
IDS Engineering Group

Option 1 Pros & Cons

Pros	Cons
1. No change from existing condition	1. Existing 0.4 MG GST encroaches on Phase 2 greens space
2. Pump Building removed from green space	2. Pump Building reduced the amount of parking on Milton lot
3. Timing of Water Projects independent from Phase 2	3. Pump Building is in visible location on College and Milton
4. Timing of Pump Building can happen immediately	4. Pump Building is a two story building

Option 2: Pump Station and 0.5MG GST on north side of Milton





1 *0.5 MG GST- 50' DIA.*
2 *1.5 MG GST- 80' DIA.*

4 *EXISTING PUMP BUILDING (temp location)*
5 *LIBRARY/ SENIOR/ COMMUNITY BLDG*

6 *UTILITIES (CPE pole, transformer, generator)*

7 *ANCILLARY SUPPORT BUILDINGS*

8 *2-STORY PUMP/ ELEC. BUILDING*

Tank	Estimated Tank Project Cost (2026)
0.5 MG GST Across Milton	$ 4,665,000
1.5 MG GST	$ 7,125,000
Total	**$ 11,790,000**

IDS Engineering Group

Option 2 Perspective

Option 2 Pros & Cons

Pros	Cons
1. New 0.5 MG GST is not located in Phase 2 green space	1. Reduction in parking in Milton lot
2. Maximizes green space on College and Milton	2. New 0.5 MG GST is closer to residential properties
3. Timing of Water Projects independent from Phase 2	3. Pump Building is in visible location on College and Milton
4. Timing of Pump Building can happen immediately	4. Pump Building is a two story building

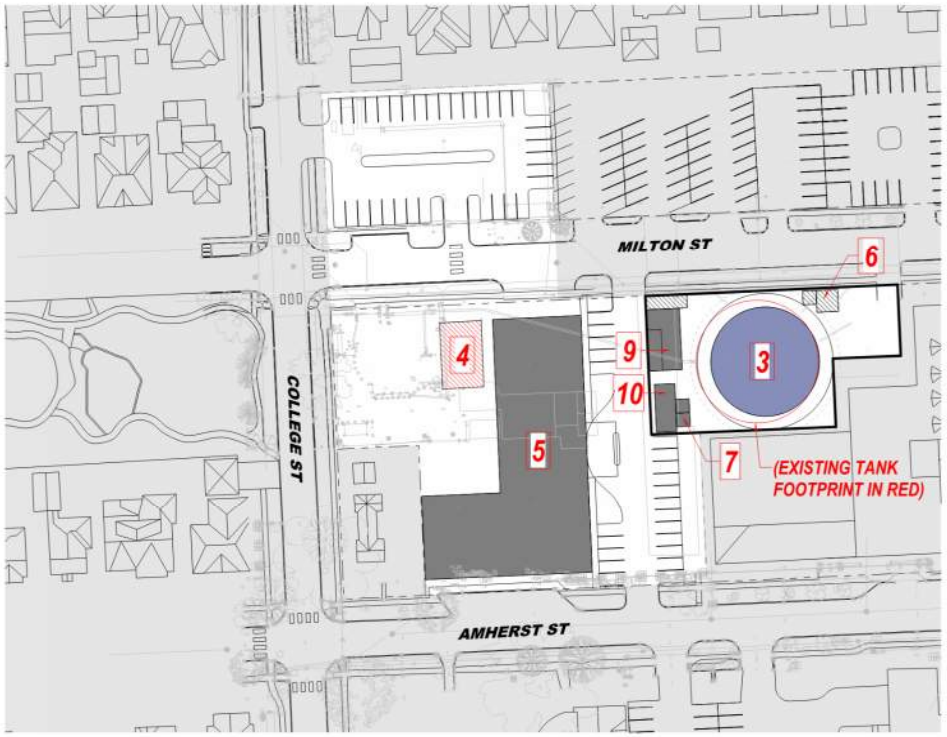
Dual GST Overview for Options 3 and 4

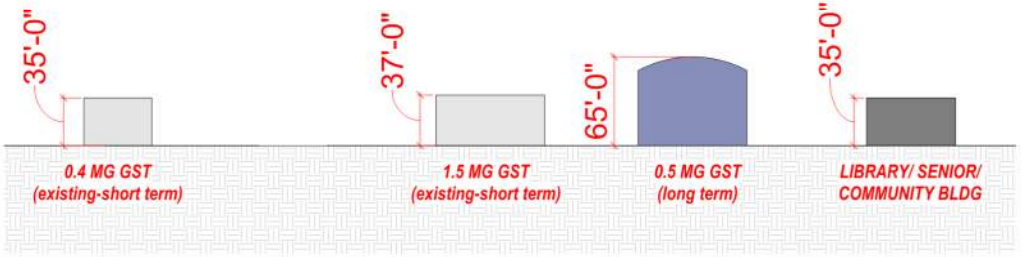
- 34 Installations Across US, generally in locations where real estate is a premium
- 1st Tank installed in 1988 (37 years ago)
- Smaller diameter tank inside a larger diameter tank
- Concrete Tank with Dome Roof
- Tanks can be isolated for maintenance

Dual GST Under Construction

IDS Engineering Group

Option 3: Dual GST with Pump Station Adjacent





3 2.0 MG DUAL GST- 80' DIA.

4 EXISTING PUMP BUILDING (temp location)

5 LIBRARY/ SENIOR/ COMMUNITY BLDG

6 UTILITIES (CPE pole, transformer, generator)

7 ANCILLARY SUPPORT BUILDINGS

9 1-STORY PUMP BUILDING

10 1-STORY ELEC. BUILDING

Tank	Estimated Tank Project Cost (2026)
Dual 2.0 MG GST	$ 8,069,000

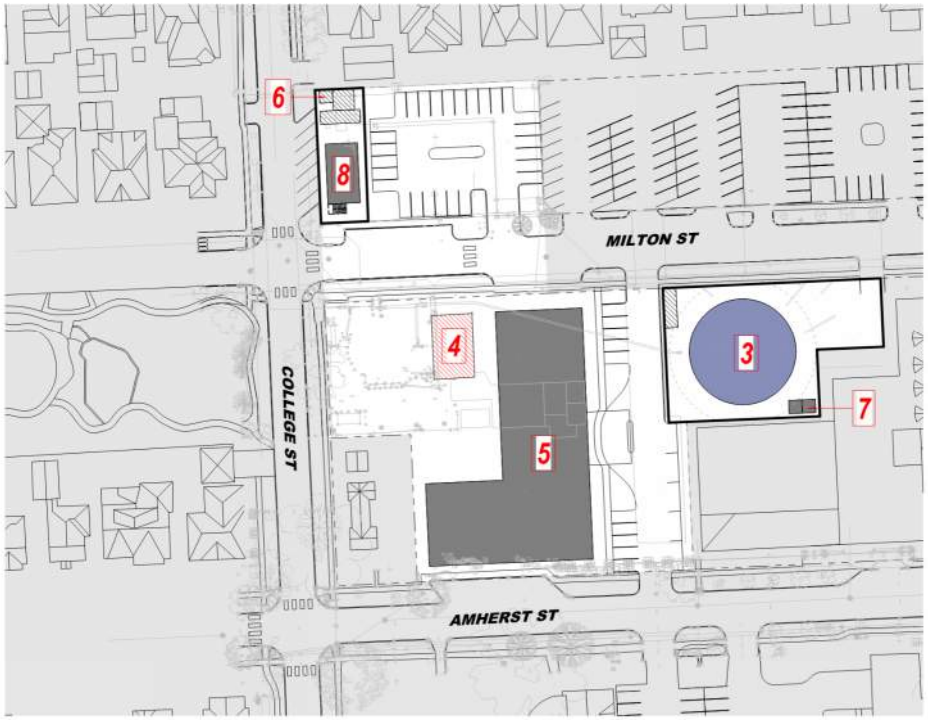
IDS Engineering Group

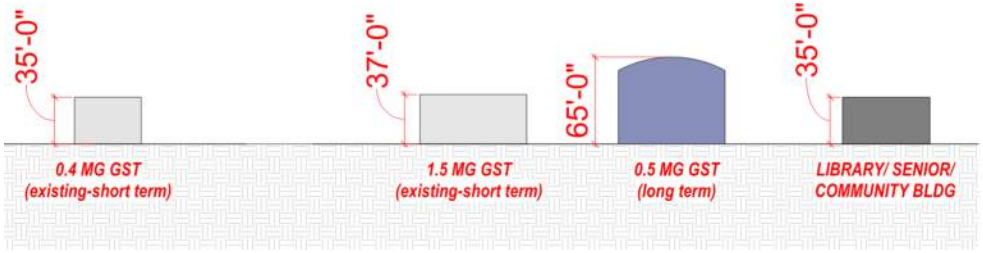
Option 3 Perspective

Option 3 Pros & Cons

Pros	Cons
1. Location of GST tank location is more hidden from surrounding area	1. Height of GST is 28 feet taller than existing 1.5 MG GST
2. Pump Building is one story and helps screen GST tank	
3. Maximizes parking in Milton lot	
4. Maximizes green space at College and Milton	
5. Timing of Water Projects independent from Phase 2	
6. Timing of Pump Building can happen immediately	

Option 4: Dual GST with Pump Station on north side of Milton





3 2.0 MG DUAL GST- 80' DIA.

4 EXISTING PUMP BUILDING (temp location)

5 LIBRARY/ SENIOR/ COMMUNITY BLDG

6 UTILITIES (CPE pole, transformer, generator)

7 ANCILLARY SUPPORT BUILDINGS

8 2-STORY PUMP/ ELEC. BUILDING

Tank	Estimated Tank Project Cost (2026)
Dual 2.0 MG GST	$ 8,569,000

IDS Engineering Group

Option 4 Perspective

Option 4 Pros & Cons

Pros	Cons
1. Location of GST tank location is more hidden from surrounding area	1. Height of GST is 28 feet taller than existing 1.5 MG GST
2. Maximizes green space at College and Milton	2. Pump Building reduces the amount of parking in Milton lot
3. Timing of Water Projects independent from Phase 2	3. Pump Building is visible location on College and Milton
4. Maximizes on-site parking	4. Pump Building is a two story building
5. Pump Building can happen immediately	

Estimated Cost Comparisons for GST Options

Option	Description	0.5 MG GST	1.5 MG GST	Dual 2.0 MG GST	Total Estimated Tank Project Cost
Option 1	Pump station on north side Milton, GSTs in current locations	$3,800,000	$5,935,000		**$9,735,000**
Option 2	Pump Station and 0.5MG GST on north side of Milton	$4,665,000	$7,125,000		**$11,790,000**
Option 3	Dual GST with pump station adjacent			$8,069,000	**$8,069,000**
Option 4	Dual GST with pump station on north side of Milton			$8,569,000	**$8,569,000**

Estimated tank project cost includes 30% contingency and escalation to 2026. Does not include cost for Pump Station.

IDS Engineering Group

Questions

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	13A
Approved by City Manager	Yes	**Presenter(s)**	M. Kalka, Director
Reviewed by City Attorney	Yes	**Department**	Finance
Subject	Legal Services for Court Collections		
Attachments	1. Resolution 2. Exhibit A Contract 3. Notice of Public Meeting		
Financial Information	Expenditure Required:		None
	Amount Budgeted:		None
	Account Number:		None
	Additional Appropriation Required:		None
	Additional Account Number:		None

Executive Summary

In 2019, the Texas State Legislature enacted Section 2254.1036 of the Government Code which requires any political subdivision entering into a contingent fee contract for legal services to give written notice of public meeting regarding said contract and for their governing body to state in writing that the political subdivision (1) finds there is a substantial need for legal services, (2) the legal services cannot be adequately performed by attorneys and supporting personnel of the political subdivision, and (3) the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees.

Since February 2016, the City has contracted with Linebarger, Goggan, Blair & Sampson, LLP (Linebarger) to provide court collection legal services. As of November 30, 2024, Linebarger has collected $406,024 (1,374 citations) and the fees charged on top of those collected that were paid to Linebarger has been $92,863.

It has been determined that there continues to be a need for these legal services and they cannot be adequately performed by the City's Attorney and supporting personnel at a reasonable cost. Based on the need and expertise of Linebarger, staff recommends the City renew the contract with Linebarger to provide court collection legal services on a contingent fee basis and adopt a resolution regarding Linebarger being fully qualified as special counsel to perform all legal services necessary to collect unpaid fines, fees, court costs, forfeited bonds, and restitution as provided in Texas Code of Criminal Procedure, Article 103.0031.

Recommended Action

Staff recommend that City Council take the following actions:

(1) Adopt the resolution regarding Linebarger, Goggan, Blair & Sampson, LLP being fully qualified as a special council to perform all legal services pursuant to Section 2254.1036 of the Texas Government Code and
(2) Approve said contract with Linebarger, and
(3) Authorize the City Manager to execute the contract with Linebarger.

RESOLUTION NO. XXXXXX

A RESOLUTION OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNSEL TO PERFORM ALL LEGAL SERVICES NECESARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031; PROVIDING FOR APPROVAL OF THE CONTRACT; AND PROVIDING FOR THE EXECUTION OF CONTRACT INSTRUMENTS.

WHEREAS, providing adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP, and

WHEREAS, AFTER EXCERCISING ITS DUE DILIGENCE, THE CITY OF WEST UNIVERSITY PLACE FINDS THAT:

1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and

2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City of West University Place at a reasonable cost; and

3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because the City of West University Place does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE THAT:

SECTION 1. This statement set out in the preamble to this Resolution are true and correct.

SECTION 2. The City Council approves the contract attached as Exhibit A and directs the City Manager to execute the contract for the services of Linebarger, Goggan, Blair & Sampson, LLP, to perform all legal services necessary to collect unpaid fines, fees, court costs, forfeited bonds, and restitution as provided in Texas Code of Criminal Procedure, Article 103.0031.

SECTION 3. The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.

PASSED AND APPROVED this _____ day of _____ 2025.

ATTEST: (SEAL)

_____
Thelma A. Gilliam, City Secretary

SIGNED BY:

_____
Susan Sample, Mayor

APPROVED AS TO FORM:

_____
Olson & Olson, LLP, City Attorney
By Loren Smith

RECOMMENDED BY:

_____
Dave Beach, City Manager

Exhibit A
Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF HARRIS

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between CITY OF WEST UNIVERSITY PLACE, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I
Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2
Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60

days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3
Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. The collection fee stated herein does not apply to an offense committed prior to June 18th, 2003. For citations that occurred prior to June 18, 2003 that are referred to the FIRM where the collection fee is not applicable, the CLIENT agrees to pay the FIRM as compensation for services rendered hereunder thirty (30%) percent of the total amount of all the fines and fees collected during the term of this agreement. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4
Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained

therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5
Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6
Term and Termination

6.01 This AGREEMENT shall be effective January 21, 2025 and shall expire on January 20, 2028 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for three (3) additional one (1) year terms without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is

unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7
Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of West University Place, Texas
Attn: City Secretary
3800 University Boulevard
West University Place, Tx. 77005

7.06. *Compliance with Tx. Govt. Code §2270.002.* In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

EXECUTED ON the ____day of January, 2025.

City of West University Place, Texas

By: _____
David Beach – City Manager

Linebarger Goggan Blair & Sampson, LLP

By: _____
Richard S. Hill, Capital Partner
For the FIRM

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the City of West University Place Council will be held on January 13, 2025 at 6:30 PM for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in Tx Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid fines, fees and court costs owed to the City of West University Place to be collected in the most effective manner. The City of West University Place desires that such unpaid fines, fees and court costs be collected as provided in the Texas Code of Criminal Procedure.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City of West University Place does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented the City of West University Place in the past with competence and professionalism, in the collection of unpaid fines, fees and court costs beginning on February 2016.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City of West University Place due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in- house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in Tx Code of Criminal Procedure Art. 103.0031. This Article specifically provides for an additional collection fee in the amount of 30 percent in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City of West University Place.

Entering into the proposed agreement is in the best interests of the residents of the City of West University Place because the unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	13B
Approved by City Manager	Yes	**Presenter(s)**	M. Kalka, Director
Reviewed by City Attorney	N/A	**Department**	Finance
Subject	October 2024 Monthly Financial Report		
Attachments	October 2024 Monthly Financial Report		
Financial Information	Expenditure Required:	None	
	Amount Budgeted:	None	
	Account Number:	None	
	Additional Appropriation Required:	None	
	Additional Account Number:	None	

Executive Summary

As required by City Charter, attached is the October 2024 monthly report from the Finance Director to the City Council, which is also available on the City's website.

There is approximately a 6 – 8 week lag between the end of the reporting month and when the report is provided to Council. This provides time to close out the month, reconcile the accounts, address any issues, and meet the submittal deadline for the City Council meeting.

Recommended Action

Staff recommends that City Council receive the City's October 2024 Monthly Financial Report.

FINANCIAL SUMMARY
FOR THE PERIOD ENDING OCTOBER 31, 2024

Attached are the revenue and expenditure reports for the period ending **October 31, 2024,** which reflects 83% of the year. The expenditure report shows actual expenditures as of the end of the month as well as purchase orders outstanding and compares to the annual budgeted appropriations. The explanations provided are based on the year to date amounts excluding outstanding purchase orders as purchase order amounts may contain a full year of encumbrance. The revenue report shows actual receipts recorded as of the end of the month compared to the annual budgeted estimations. In this packet, all of the City's funds are presented.

GENERAL FUND

General Fund revenues have exceeded the pro-rata share of the budget at this point in the fiscal year. Property tax bills for 2024 were mailed in November and are delinquent February 1. Property Tax collection of $14.46 million are for 2023 taxes, 99% of budget. Licenses & Permits, Municipal Court fines and Charges for Services are all above budget for the year. Interest earnings for eight months are at 203% of the budget. The majority of the Intergovernmental revenue budget is the amount due from Southside Place in accordance with the Master Interlocal Cooperation Contract and payable in December.

All departments, with the exception of Finance, are below their pro-rata share of the budget. The Finance department includes the $7M transfer to the Capital Reserve Fund. Half of the first payroll paid in January 2024 was expensed back to December 2023 since it is for 2023 time worked. Departments that have vacancies currently are Fire, Police and Public Works.

WATER & SEWER UTILITY FUND

With a one-month lag due to billing in arrears, October's billing for September is slightly above pro-rata for the year. January's billing for December consumption was accrued to 2023. The purchase of surface water from the City of Houston is currently at 79% of the budget with 8 months billed as of the end of October. At this time, it is projected that surface water will be overbudget by approximately $290,000.

SOLID WASTE FUND

Again, with the one-month lag in billing, October solid waste collection revenues are on target for this point in the fiscal year. January's billing for December services was accrued back to 2023. Overall, expenditures for the fund are under the pro-rata for the period.

TECHNOLOGY MANAGEMENT FUND

Technology is integral to the City's ability to provide efficient and necessary services to the citizens. The Technology Management Fund was created to centralize those expenditures, consolidate the management of the resources needed to maintain existing systems and to deploy new solutions. Revenues and expenditures are as expected for the current period.

VEHICLE REPLACEMENT FUND

The Vehicle Replacement Fund finances the purchase of vehicles routinely used in providing City services. Each department makes contributions to the fund based on the estimated life and replacement cost of the vehicles it uses. The fund purchases vehicles when a combination of age and repair cost indicates the machine or vehicle has reached the end of its service life; therefore, the expenditures patterns do not follow the pro-rata model. To date, expenses incurred are for the wrap & decaling of three police interceptors, upfitting of four police

interceptors, a police car computer and docking station, a Chevy Equinox for Code Enforcement, a bucket truck, two Ford F350 trucks for Public Works, and four F-250 trucks for the Public Works fleet.

ASSET REPLACEMENT FUND

The Asset Replacement Fund finances the purchase of assets routinely used in providing City services. The fund operates in the same manner as the Vehicle Replacement Fund in that each department makes contributions to the fund based on the estimated life and replacement cost of the equipment it uses. The fund purchases equipment when a combination of age and repair cost indicates the equipment has reached the end of its service life; therefore, the expenditures patterns do not follow the pro-rata model. To date, expenses incurred are for replacement bunker gear, smart irrigation controllers, and for repairs and repainting at Colonial Park.

EMPLOYEE BENEFIT FUND

The Employee Benefit Fund facilitates accounting and oversight for the cost of medical and dental insurance, worker's compensation, life insurance, and disability benefits. Revenues are on target year to date and expenditures are under budget due to vacancy savings with insurances.

HUMAN RESOURCES SERVICES FUND

The Human Resources Fund was created in 2020 to break out the non-medical related expenses from the Employee Benefit Fund. The General Fund contributes all funds needed for this fund. Examples of some of the expenses are hiring and recruiting, tuition reimbursement, and incentive/awards. Expenditures patterns in this fund will not follow the pro-rata model.

DEBT SERVICE FUND

The Debt Service Fund is established by ordinances authorizing the issuance of General Obligation Bonds and Certificates of Obligation (CO). The City uses debt financing to fund large capital investments. Streets, drainage, water and wastewater systems are all constructed with borrowed funds. Property tax dollars do not finance all of the City's bonded debt service. The Water and Sewer Fund also provides funds to repay debt. Funding the 2024 debt service payments requires an ad valorem tax rate of $0.078394 per $100 of assessed value in tax year 2023, a decrease of 7.48%. Debt Service payments are due semi-annually on February 1 and August 1. Principal and interest is due February 1 and interest only is due August 1. The payment of the bond principal and interest for February paid at the end of January causes expenditures to be above the pro-rata for this period.

CAPITAL PROJECT FUNDS

Capital Project Funds are used to account for the purchase or construction of equipment, property, and buildings. West University Place has seven active capital project funds. They are the Capital Project, Capital Reserve, 2019 Certificates of Obligation, General 2022 Certificates of Obligation, Transportation Improvement, Water & Sewer Capital, and Water & Sewer 2022 Certificates of Obligation Funds.

FINANCIAL SUMMARY
FOR THE PERIOD ENDING OCTOBER 31, 2024

City of West University Place

PROJECT	2024 Amended Budget	YTD Actuals	Remaining Balance
CAPITAL PROJECT FUND			
REC CENTER PUMP ROOM	100,000	84,802	15,198
WEST SIDE PAVING & DRAINAGE	4,700,000	4,623,780	76,220
POOR FARM DITCH (HCFCD)	150,000		150,000
ERP SOFTWARE REPLACEMENT	1,579,469	95,208	1,484,261
LIBRARY/COMMUNITY BLDG/SENIOR CENTER	1,150,383	89,517	1,060,866
RADIO REPLACEMENTS-2024	100,000		100,000
FIRE BAY ROOF REPLACEMENT	150,000		150,000
EMERGENCY STORAGE ROOM	75,000		75,000
CITY WIDE ENGINEERING TRAFFIC STUDY	41,172		41,172
EOC IMPROVEMENTS	79,578	53,768	25,810
RADIO REPLACEMENTS-2023	626		626
22 NETWORK SWITCH INFRASTRUCTURE REPLACEMENT	23,861	23,861	-
23 NETWORK SWITCH INFRASTRUCTURE REPLACEMENT	120,304	115,332	4,972
TOTALS	**8,270,394**	**5,086,269**	**3,184,125**
2019 CO			
VIRTUAL GATE	300,242	13,190	287,052
TOTALS	**300,242**	**13,190**	**287,052**
GENERAL 2022 CO			
PUBLIC WORKS MAINTENANCE FACILITY	11,889,165	34,197	11,854,968
CITY WIDE STREET & DRAINAGE IMPROVEMENTS EAST	11,321,402	3,122,469	8,198,934
2021 BUFFALO SPEEDWAY CONSTRUCTION	2,098,463	79,803	2,018,660
TOTALS	**25,309,030**	**3,236,469**	**22,072,561**
TRANSPORTATION IMPROVEMENT FUND			
EAST SIDE DRAINAGE*	(1,129,956)	(1,249,943)	119,986
WEST SIDE DRAINAGE*	4,970,000	1,589,677	3,380,323
WESLAYAN TRAFFIC SIGNAL REPLACEMENTS	407,789		407,789
23 ROADWAY PAVEMENT IMPROVEMENTS	99,702	37,479	62,223
24 ROADWAY PAVEMENT IMPROVEMENTS	400,000	400,000	-
24 SIDEWALK REPLACEMENT	1,200,000	426,133	773,867
TOTALS	**5,947,535**	**1,203,346**	**4,744,189**

* Budget/expenses broken out between East Side and West Side Drainage. In prior years East Side Drainage included design for both East and West Side which in adjusting has created the negative amounts for East Side.

FINANCIAL SUMMARY
FOR THE PERIOD ENDING OCTOBER 31, 2024

City of West University Place

PROJECT	2024 Amended Budget	YTD Actuals	Remaining Balance
WATER & SEWER CAPITAL PROJECTS FUND			
BELLAIRE EST EVALUATION/WATER SYSTEM MODELING	419,338	95,230	324,108
WASTEWATER TREATMENT PLANT IMPROVEMENTS	552,607	25,103	527,505
2024 SANITARY SEWER IMPROVEMENTS	100,000		100,000
MOBILE GENERATOR	159,000		159,000
WAKEFOREST WATER PLANT GENERATOR	200,000		200,000
22 SANITARY SEWER IMPROVEMENTS	100,000		100,000
2023 SANITARY SEWER IMPROVEMENTS	100,000		100,000
2023 SANITARY SEWER MANHOLE LINING PROJECT	28,178		28,178
SANITARY SEWER MANHOLE LINING PROJECT	250,000	213,521	36,479
WATER WELL NO. 8 INSPECTION & IMPROVEMENTS	473,086		473,086
TOTALS	**2,382,208**	**333,853**	**2,048,355**
WATER & SEWER 2022 CO			
MILTON CAST IRON WATER LINE REPLACEMENT	3,176,691	31,178	3,145,513
WATER LINE REPLACEMENT PROGRAM	261,772	156,918	104,854
WWTP IMPROVEMENTS	17,340,000	2,566	17,337,434
LAW ST WATER LINE INSTALLATION	48,247		48,247
WAKEFOREST EST & GST PAINTING	1,110,000	-	1,110,000
WAKEFORES WATER PLAN DISTR LINE REPLACEMENT	529,380	178,953.38	350,427
WAKEFOREST WATER PLANT IMPROVEMENTS	487,695	65,324.24	422,371
NEW WATER WELL NO. 10	713,639	82,155.96	631,483
MILTON WATER PLANT IMPROVEMENTS	163,925	36,613.21	127,312
TOTALS	**23,831,349**	**553,708**	**23,277,641**

SPECIAL REVENUE FUNDS

Special Revenue Funds are created to account for the proceeds from specific revenue sources that are restricted to expenditures for specific purposes. The City has 15 active Special Revenue Funds in 2024. Not all expenditures can be anticipated enough to include in the original budgeting process. Budget amendments for 2024, if necessary, will be made at year-end to reconcile any affected accounts. To date, only expenditures for Weir Park improvements, 2024 Tree Trust planting, ticket writer equipment for Public Works, and the Centennial Celebration have been made.

City of West University Place

101 - General Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Taxes	17,115,463	17,115,463	203,077	16,297,415	818,048	95%
Licenses & Permits	994,000	994,000	103,996	966,246	27,754	97%
Intergovernmental	463,700	463,700	-	311	463,389	0%
Charges for Services	3,510,200	3,510,200	265,930	3,295,733	214,467	94%
Fines & Forfeitures	211,000	211,000	28,645	219,738	(8,738)	104%
Miscellaneous	490,800	490,800	61,322	997,401	(506,601)	203%
Transfers In	1,758,800	1,758,800	146,567	1,465,667	293,133	83%
Total Revenue	**$24,543,963**	**$24,543,963**	**$809,536**	**$23,242,511**	**$1,301,452**	**95%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Administration	1,881,990	1,889,490	135,855	1,326,115	563,375	70%
Finance	2,507,850	10,132,850	411,886	9,214,239	918,611	91%
Fire	4,411,500	4,443,242	313,020	3,329,962	1,113,280	75%
Parks & Recreation	5,175,550	5,248,462	336,825	3,637,602	1,610,860	69%
Police	6,448,600	6,448,600	509,154	4,823,377	1,625,223	75%
Public Works	4,028,050	4,143,662	272,383	3,096,277	1,047,385	75%
Total Expenditures	**$24,453,540**	**$32,306,305**	**$1,979,122**	**$25,427,572**	**$6,878,734**	**79%**

Net Revenue (Expenditure)	**$90,423**	**($7,762,342)**	**($1,169,587)**	**($2,185,061)**

City of West University Place

401 - Water & Sewer Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Charges for Services	8,779,000	8,779,000	941,735	6,670,807	2,108,193	76%
Miscellaneous	31,800	31,800	7,794	94,912	-	298%
Total Revenues	**$8,810,800**	**$8,810,800**	**$949,529**	**$6,765,719**	**$2,045,081**	**77%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
City-Wide	1,564,057	1,564,057	130,080	1,306,377	257,680	84%
Transfers to Other Funds	1,925,000	1,925,000	160,417	1,604,167	320,833	83%
W & S Finance	356,500	356,500	22,075	215,243	141,257	60%
W & S Operations	4,958,800	5,044,945	504,104	3,999,470	1,045,475	79%
Total Expenditures	**$8,804,357**	**$8,890,502**	**$816,676**	**$7,125,257**	**$1,765,245**	**80%**

Net Revenue (Expenditure)	**$6,443**	**($79,702)**	**$132,853**	**($359,538)**

City of West University Place

402 - Solid Waste Management Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Charges for Services	1,978,100	1,978,100	162,803	1,466,610	511,490	74%
Miscellaneous	14,600	14,600	2,525	28,058	-	192%
Total Revenues	**$1,992,700**	**$1,992,700**	**$165,327**	**$1,494,668**	**$498,032**	**75%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
City-Wide	500	500	-	1,355	-	271%
Curbside Green Waste Recycling	221,700	221,700	64,720	156,622	65,078	71%
Curbside Recycling	451,950	451,950	-	260,252	191,698	58%
Curbside Solid Waste	1,396,600	1,396,600	108,525	1,155,170	241,430	83%
Total Expenditures	**$2,070,750**	**$2,070,750**	**$150,295**	**$1,573,398**	**$497,352**	**76%**

Net Revenue (Expenditure)	**($78,050)**	**($78,050)**	**$15,032**	**($78,730)**

City of West University Place

502 - Technology Management Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Miscellaneous	14,600	14,600	3,818	75,862	(61,262)	520%
Transfers In	2,232,700	2,232,700	186,058	1,860,583	372,117	83%
Total Revenues	**$2,247,300**	**$2,247,300**	**$189,876**	**$1,936,445**	**$310,855**	**86%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Personnel Expenses	580,600	580,600	43,638	445,002	135,598	77%
Operating Expenses	1,358,300	1,358,300	138,541	936,305	421,995	69%
Capital Outlay	134,000	274,000	10,925	247,913	26,087	90%
Transfers	176,900	176,900	14,742	147,417	29,483	83%
Total Expenditures	**$2,249,800**	**$2,389,800**	**$207,845**	**$1,776,636**	**$613,164**	**74%**

Net Revenue (Expenditure)	**($2,500)**	**($142,500)**	**($17,969)**	**$159,809**

City of West University Place

501 - Vehicle Replacement Fund

October 31, 2024

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Revenues						
Miscellaneous	162,700	162,700	15,939	266,756	(104,056)	164%
Transfers In	757,000	757,000	63,083	630,833	126,167	83%
Total Revenues	**$919,700**	**$919,700**	**$79,022**	**$897,589**	**$22,111**	**98%**

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Expenditures						
Automobiles	110,000	246,924	-	73,461	173,463	30%
Light Trucks	-	387,912	1,200	368,475	19,437	95%
Trucks	443,000	743,000	-	107,213	635,787	14%
Other Equipment	60,000	60,000	-	35,136	24,864	59%
Total Expenditures	**$613,000**	**$1,437,836**	**$1,200**	**$584,284**	**$853,551**	**41%**

Net Revenue (Expenditure)	**$306,700**	**($518,136)**	**$77,822**	**$313,305**

City of West University Place

505 - Asset Replacement Fund

October 31, 2024

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Revenues						
Miscellaneous	77,800	77,800	20,475	201,188	(123,388)	259%
Transfers In	904,300	904,300	75,358	753,583	150,717	83%
Total Revenues	**$982,100**	**$982,100**	**$95,833**	**$954,772**	**$27,328**	**97%**

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Expenditures						
Other Equipment	370,900	515,900	-	214,024	301,876	41%
Total Expenditures	**$370,900**	**$515,900**	**-**	**$214,024**	**$301,876**	**41%**

Net Revenue (Expenditure)	**$611,200**	**$466,200**	**$95,833**	**$740,748**

City of West University Place

510 - Employee Benefits Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Charges for Services	2,395,400	2,395,400	151,249	1,637,042	758,358	68%
Miscellaneous	24,500	24,500	5,016	51,094	(26,594)	209%
Transfers In	42,400	42,400	3,533	35,333	7,067	83%
Total Revenues	**$2,462,300**	**$2,462,300**	**$159,798**	**$1,723,469**	**$738,831**	**70%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Oper-Services	48,000	48,000	3,495	34,946	13,054	73%
Pers Svcs-Empl Misc	2,430,400	2,430,400	185,205	1,507,337	923,063	62%
Total Expenditures	**$2,478,400**	**$2,478,400**	**$188,699**	**$1,542,283**	**$936,117**	**62%**

Net Revenue (Expenditure)	**($16,100)**	**($16,100)**	**($28,901)**	**$181,186**

City of West University Place

511 - Human Resource Services Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Miscellaneous	12,000	12,000	2,112	22,458	(10,458)	187%
Transfers In	230,000	230,000	19,167	191,667	38,333	83%
Total Revenues	**$242,000**	**$242,000**	**$21,279**	**$214,125**	**$27,875**	**88%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Oper-Services	36,000	63,057	40	42,364	20,693	67%
Pers Svcs-Empl Misc	97,900	97,900	503	34,919	62,981	36%
Transfer Out	198,800	198,800	16,567	165,667	33,133	83%
Total Expenditures	**$332,700**	**$359,757**	**$17,109**	**$242,950**	**$116,807**	**68%**

Net Revenue (Expenditure)	**($90,700)**	**($117,757)**	**$4,169**	**($28,825)**

City of West University Place

100 - Debt Service Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Taxes	6,333,474	6,333,474	5,297	6,239,037	94,437	99%
Miscellaneous	32,500	32,500	2,919	47,275	(14,775)	145%
Transfers In	1,560,957	1,560,957	130,080	1,300,798	260,160	83%
Total Revenues	**$7,926,931**	**$7,926,931**	**$138,296**	**$7,587,110**	**$339,821**	**96%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Bond Principal	4,485,000	4,485,000	-	4,485,000	-	100%
Interest on Bonds	3,369,257	3,369,257	-	3,369,257	-	100%
Fiscal Agent Fees	3,300	3,300	-	1,575	1,725	48%
Total Expenditures	**$7,857,557**	**$7,857,557**	**-**	**$7,855,832**	**$1,725**	**100%**

Net Revenue (Expenditure)	**$69,374**	**$69,374**	**$138,296**	**($268,722)**

City of West University Place

301 - Capital Projects Fund
October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Miscellaneous	36,000	36,000	9,610	184,346	(148,346)	512%
Transfers In	200,000	5,050,000	391,667	3,916,667	1,133,333	78%
Total Revenues	**$236,000**	**$5,086,000**	**$401,276**	**$4,101,012**	**$984,988**	**81%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Technology Projects	100,000	1,945,011	108,323	269,204	1,675,807	14%
Land Acquisition	-	4,700,000	-	4,673,780	26,220	99%
Professional Services	15,000	1,315,383	13,783	143,285	1,172,098	11%
Construction Costs	85,000	310,000	-	-	310,000	0%
Total Expenditures	**$200,000**	**$8,270,394**	**$122,106**	**$5,086,269**	**$3,184,125**	**61%**

Net Revenue (Expenditure)	**$36,000**	**($3,184,394)**	**$279,171**	**($985,257)**

City of West University Place

333 - 2019 Cert of Oblig

October 31, 2024

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Revenues						
Miscellaneous	3,300	3,300	1,235	13,001	(9,701)	394%
Total Revenues	**$3,300**	**$3,300**	**$1,235**	**$13,001**	**($9,701)**	**394%**

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Expenditures						
Arbitrage/Yield Restriction	-	-	-	8,764	-	-
Technology Projects	-	300,242	4,426	4,426	295,817	1%
Total Expenditures		**$300,242**	**$4,426**	**$13,190**	**$287,052**	**4%**

Net Revenue (Expenditure)	**$3,300**	**($296,942)**	**($3,190)**	**($189)**

City of West University Place

304 - Capital Reserve Fund
October 31, 2024

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Revenues						
Miscellaneous	287,400	287,400	90,310	870,035	(582,635)	303%
Transfers In	-	7,000,000	-	7,000,000	-	100%
Total Revenues	**$287,400**	**$7,287,400**	**$90,310**	**$7,870,035**	**($582,635)**	**108%**

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Expenditures						
Transfer to Cap Proj Fund	200,000	5,050,000	391,667	3,916,667	1,133,333	78%
Total Expenditures	**$200,000**	**$5,050,000**	**$391,667**	**$3,916,667**	**$1,133,333**	**78%**

Net Revenue (Expenditure)	**$87,400**	**$2,237,400**	**($301,357)**	**$3,953,368**

City of West University Place

302 - 2022 General CO Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Intergovernmental	-	-	-	1,284,848	(1,284,848)	-
Miscellaneous	279,000	279,000	100,728	1,072,397	(793,397)	384%
Total Revenues	**$279,000**	**$279,000**	**$100,728**	**$2,357,245**	**($2,078,245)**	**845%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Personnel Expenses	-	75,088	-	55,512	19,576	74%
Capital Outlay	-	25,233,942	763,515	3,180,956	22,052,986	13%
Total Expenditures		**$25,309,030**	**$763,515**	**$3,236,469**	**$22,072,561**	**13%**
Net Revenue (Expenditure)	**$279,000**	**($25,030,030)**	**($662,788)**	**($879,224)**		

City of West University Place

325 - Transportation Improve Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Intergovernmental	400,000	400,000	-	-	400,000	0%
Miscellaneous	91,500	91,500	34,010	357,491	(265,991)	391%
Transfers In	800,000	800,000	66,667	666,667	133,333	83%
Total Revenues	**$1,291,500**	**$1,291,500**	**$100,677**	**$1,024,158**	**$267,342**	**79%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Professional Services	-	3,892,382	83,818	359,000	3,533,382	9%
Construction Costs	1,200,000	2,055,152	-	844,346	1,210,807	41%
Total Expenditures	**$1,200,000**	**$5,947,535**	**$83,029**	**$1,203,346**	**$4,744,189**	**20%**

Net Revenue (Expenditure)	**$91,500**	**($4,656,035)**	**$17,648**	**($179,188)**

City of West University Place

340 - Water & Sewer Cap Proj Fund

October 31, 2024

Revenues	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Intergovernmental	-	92,500	-	-	92,500	0%
Miscellaneous	53,500	53,500	11,350	109,389	(55,889)	204%
Transfers In	675,000	675,000	56,250	562,500	112,500	83%
Total Revenues	**$728,500**	**$821,000**	**$67,600**	**$671,889**	**$149,111**	**82%**

Expenditures	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Professional Services	-	1,120,031	6,793	120,333	999,698	11%
Construction Costs	675,000	1,262,178	-	213,521	1,048,657	17%
Other Construction Costs	-	-	-	-	-	-
Total Expenditures	**$675,000**	**$2,382,208**	**$6,793**	**$333,853**	**$2,048,355**	**14%**

Net Revenue (Expenditure)	**$53,500**	**($1,561,208)**	**$60,807**	**$338,035**

City of West University Place

341 - 2022 Water/Sewer CO Fund

October 31, 2024

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Revenues						
Miscellaneous	238,700	238,700	94,611	976,801	(738,101)	409%
Total Revenues	**$238,700**	**$238,700**	**$94,611**	**$976,801**	**($738,101)**	**409%**

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Expenditures						
Professional Services	-	2,315,102	108,109	553,708	1,761,394	24%
Construction Costs	-	21,468,000	-	-	21,468,000	0%
Other Construction Costs	-	48,247	(62,489)	-	48,247	0%
Total Expenditures		**$23,831,349**	**$45,620**	**$553,708**	**$23,277,641**	**2%**

Net Revenue (Expenditure)	**$238,700**	**($23,592,649)**	**$48,991**	**$423,093**

City of West University Place

Special Revenue Funds
October 31, 2024

	Original Budget	Amended Budget	Current Month	YTD Actual	Amount Remaining	YTD Actual as a % of Budget
Parks Donation Fund						
Total Revenues	57800	57,800	22146	66,757	(8,957)	115%
Total Expenditures	20000	20,000	3602	19,809	191	99%
Net Revenue (Expenditure)	**$37,800**	**$37,800**	**$18,543**	**$46,949**	**($9,149)**	**124%**
Friends of West U Parks Fund						
Total Revenues	1160000	1,160,000	-	-	1,160,000	0%
Total Expenditures	1160000	1,170,800	7560	890,498	280,302	76%
Net Revenue (Expenditure)	**-**	**($10,800)**	**($7,560)**	**($890,498)**	**$879,698**	**8245%**
Truancy Prevention Fund						
Total Revenues	7400	7,400	1210	11,788	(4,388)	159%
Net Revenue (Expenditure)	**$7,400**	**$7,400**	**$1,210**	**$11,788**	**($4,388)**	**159%**
Municipal Jury Fund						
Total Revenues	100	100	24	238	(138)	238%
Net Revenue (Expenditure)	**$100**	**$100**	**$24**	**$238**	**($138)**	**238%**
Court Technology Fund						
Total Revenues	6900	6,900	1028	10,206	(3,306)	148%
Total Expenditures	4000	4,000	1126	4,412	(412)	110%
Net Revenue (Expenditure)	**$2,900**	**$2,900**	**($98)**	**$5,794**	**($2,894)**	**200%**

City of West University Place

Tree Replacement Fund						
Total Revenues	42500	42,500	10099	74,971	(32,471)	176%
Total Expenditures	50000	50,000	-	52,655	(2,655)	105%
Net Revenue (Expenditure)	**($7,500)**	**($7,500)**	**$10,099**	**$22,316**	**($29,816)**	**-298%**
Court Building Security Fund						
Total Revenues	8300	8,300	1382	13,642	(5,342)	164%
Total Expenditures	9500	9,500	685	1,635	7,865	17%
Net Revenue (Expenditure)	**($1,200)**	**($1,200)**	**$697**	**$12,007**	**($13,207)**	**-1001%**
METRO General Mobility Fund						
Total Revenues	755000	755,000	72320	585,412	169,588	78%
Total Expenditures	800000	800,000	66667	666,667	133,333	83%
Net Revenue (Expenditure)	**($45,000)**	**($45,000)**	**$5,653**	**($81,254)**	**$36,254**	**181%**
State Forfeited Property Fund						
Total Revenues	600	600	138	1,400	(800)	233%
Net Revenue (Expenditure)	**$600**	**$600**	**$138**	**$1,400**	**($800)**	**233%**
Fed Forfeited Property Fund						
Total Revenues	20900	20,900	513	98,076	(77,176)	469%
Net Revenue (Expenditure)	**$20,900**	**$20,900**	**$513**	**$98,076**	**($77,176)**	**469%**
Public Safety Training Fund						
Total Revenues	3200	3,200	185	7,359	(4,159)	230%
Net Revenue (Expenditure)	**$3,200**	**$3,200**	**$185**	**$7,359**	**($4,159)**	**230%**

City of West University Place

Fire Special Revenue Fund						
Total Revenues	300	300	94	6,379	(6,079)	2126%
Net Revenue (Expenditure)	**$300**	**$300**	**$94**	**$6,379**	**($6,079)**	**2126%**
Good Neighbor Fund						
Total Revenues	2600	2,600	305	436	2,164	17%
Total Expenditures	2500	2,500	-	-	2,500	0%
Net Revenue (Expenditure)	**$100**	**$100**	**$305**	**$436**	**($336)**	**436%**
Opioid Settlement Fund						
Total Revenues	200	200	57	2,662	(2,462)	1331%
Net Revenue (Expenditure)	**$200**	**$200**	**$57**	**$2,662**	**($2,462)**	**1331%**

AGENDA MEMO

Business of the City Council
City of West University Place, Texas

Meeting Date	01.13.2025	**Agenda Item**	13C
Approved by City Manager	N/A	**Presenter(s)**	A. Bishop, Asst. to the City Manager
Reviewed by City Attorney	N/A	**Department**	Administration
Subject	City Council Minutes		
Attachments	Minutes		
Financial Information	Expenditure Required:		N/A
	Amount Budgeted:		N/A
	Account Number:		N/A
	Additional Appropriation Required:		N/A
	Additional Account Number:		N/A

Executive Summary

Attached are the Minutes of the City Council Meeting of December 9, 2024.

Recommended Action

Staff recommend that City Council approve the Minutes of the City Council Meeting of December 9, 2024.

The City of West University Place

A Neighborhood City

CITY COUNCIL
Susan Sample, Mayor
John Montgomery, Mayor Pro Tem
Shannon Carroll, Councilmember
Clay Brett, Councilmember
Matt Hart, Councilmember

STAFF
David J. Beach, City Manager
Loren Smith, Olson and Olson, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL MEETING MINUTES

The City Council of the City of West University Place, Texas, met on **Monday, December 9, 2024,** at **6:00 p.m.**, in the Municipal Building at 3800 University Boulevard, for the purpose of considering the agenda of items listed. The meeting was held in person and the public was able to listen in via Zoom.

Audio of this meeting is temporarily on the City's website. If the audio is no longer on the website, you can obtain a copy of the audio, and any presentation, from the City Secretary's office.

SPECIAL MEETING WAS HELD AT 6:00 PM

1. **Call Meeting to Order**

2. **Recess Special Meeting and Convene Executive Session**
   City Council will recess to receive a legal update from the City Attorney regarding the Park & Frank lawsuits pursuant to Section 551.071 of the Texas Government Code.

3. **Adjourn Executive Session and Reconvene Special Meeting**
   Matters related to any action resulting from Executive Session deliberations.

   No action taken.

4. **Adjourn (or Recess) Special Meeting and Reconvene Regular Meeting**
   If necessary, City Council will recess the special meeting and will reconvene at the end of the regular meeting.

   No action taken.

REGULAR MEETING (6:25 P.M.)

5. **Call Meeting to Order**
   Mayor Sample called the regular meeting to order at 6:25 p.m. Councilmembers in attendance were Mayor Pro Tem Montgomery and Councilmembers Hart, Carroll, and Brett.

   Staff in attendance were City Manager Beach, City Secretary Gilliam, Assistant City Attorney Boedeker, Assistant to the City Manager Bishop, Interim Fire Chief Novak, Assistant Police Chief Ratliff, Parks and Recreation Director Susan White, Assistant Public Works Director Brett Cast, and Finance Director Marie Kalka.

6. **Pledge of Allegiance** – Council Member Clay Brett led the Pledge.

7. **Public Comments**
This is an opportunity for citizens to speak to the Council relating to agenda and non-agenda items.

Kay Bryan, 3835 Tennyson - Written statement read aloud into the record by Asst. to the City Manager Austin Bishop. Statement urged Council to listen to public comments regarding the wastewater treatment plant and to not ignore citizen calls to address critical infrastructure repairs. Statement also noted the city's current course of action does not reflect the safety and welfare of all West U citizens.

Laura Torgerson, 3620 University - Written statement read aloud into the record by Asst. to the City Manager Austin Bishop. Statement expressed concerns about the plants to rebuild the senior center, library, and other buildings and encouraged focus on the wastewater treatment plant.

William P Elbel, 3743 Georgetown - Written statement read aloud into the record by Asst. to the City Manager Austin Bishop. Statement conveyed two pieces of commentary: (1) timeline of the publication of extensive City rebuild plans and the 2023 mayoral election. And (2) A response to some comments read aloud at the December 02 city council meeting.

Bruce Beneke, 2704 Tangley – [deferred comments to Agenda Item 13]

Kalie Rainsberger, 3121 Wroxton – [deferred comments to Agenda Item 13]

Robin Burks, 3214 Plumb – Spoke regarding being a long-term West-U, multi-generational West U resident and in support for investing in the senior center, community building, and library. Spoke to the potential impacts to expanding senior services building being outdated and in need of upgrades and is excited about moving forward with the plans and designs.

Susie Hairston, 2620 Pittsburg – Spoke regarding support for the Recycle Board to push forward sustainability initiatives and recommendations to the City.

Dick Yehle 6401 Rutgers – Spoke to recognizes City Council amending the Facilities Master Plan to account for citizen feedback. Spoke concerning space constraints at the senior center, community building, and library that cannot be fixed through a renovation, including accessibility, parking, and long-term viability of the buildings.

Mardi Turner 6515 Mercer – [deferred comments to Agenda Item 13]

8. **Fire Chief Appointment**
Matters related to the City manager's recommendation to appoint James Novak to the position of Fire Chief. *Recommended Action: Approve the appointment of James Novak to the position of Fire Chief effective December 9, 2024*. **Mr. Dave Beach, City manager** [see Agenda Memo 8]

Dave Beach, City manager, spoke to recommend James Novak as the next Fire Chief for the City. Mr. Beach spoke to Mr. Novak's character, professionalism, and fire service experience as qualities to appoint Mr. Novak to position of Fire Chief.

Mayor Pro Tem Montgomery moved to approve the appointment. Councilmember Hart seconded the motion. MOTION PASSED

Ayes: Sample, Montgomery, Brett, Hart
Noes:
Absent: Carroll

9. **Charter Review Committee Update**
Matters related to the Charter Review Committee recommendations. *Recommended Action: Receive the report from the Charter Review Committee and take any desired action*. **Ms. Katherine Brem, CRC Committee Chair** [see Agenda Memo 9]

Katherine Brem, Charter Review Committee (CRC) Chair, summarizing the updated CRC Committee report to Charter Section 2.09 regarding cancelling public meetings and Section 6.02 & 6.03 regarding on who the City Secretary should report to. Additional recommendations from the original CRC report include Section 2.12 regarding official publications from the City. City Council discussed and provided feedback on the recommendations.

Staff noted that City Council must declare any items on the May 2025 general election by the first meeting in February 2025. CRC recommendations can be accepted to move to a public vote or brought back in January or February 2025.

No action taken.

10. Recycling & Solid Waste Reduction Board Update

Matters related to the Recycling and Solid Waste Reduction Board recommendations. *Recommended Action: Discuss and provide feedback.* **Mr. Monte Edlund, Recycling & Solid Waste Reduction Board Chair** [see Agenda Memo 10]

Monte Edlund, Chairman, spoke regarding the Board's recommendations for actionable steps to improve sustainability measures across the City. Four targeted recommendations include (1) Water Conservation, (2) Building with LEED Certification, (3) Zero Waste Events, and (4) Curbside Composting. Mr. Monte highlighted the importance of the recommendations. Other Recycling & Solid Waste Reduction Board members presented on the recommendations. Jeff Gerber, PGAL, spoke regarding LEED certifications, the certification involved in the design process, and the cost to receive certifications.

City Council discussed and provided feedback on the Board's recommendations.

No action taken.

11. Recreation Center Jogging Track Improvements

Matters related to approving a contract for the Recreation Center jogging track improvements. *Recommended Action: Award the contract to Kraftsman Commercial Playgrounds in the amount not to exceed $172,600 and authorize the City manager to execute the contract.* **Ms. Susan White, Parks and Recreation Director** [see Agenda Memo 11]

Susan White, PARD Director, spoke regarding improvements to the West U Recreation Center jogging track. Council provided feedback regarding three different jogging track color samples.

Mayor Pro Tem Montgomery moved to approve selecting the alternate color option (green) for an additional $40,000. Council Member Brett seconded. **MOTION PASSED.**

Ayes: Sample, Montgomery, Brett, Hart
Noes:
Absent: Carroll

Councilmember Hart motioned to award the contract to Kraftsman Commercial Playgrounds in the amount of $212,600 for the base bid amount of $172,600 and including the alternate coloring option (green) for an additional $40,000 through a cooperative purchasing agreement. Councilmember Brett seconded the motion. **MOTION PASSED**

Ayes: Sample, Montgomery, Brett, Hart
Noes:
Absent: Carroll

For the 2025 calendar year, the Recreation Jogging Track will be named in honor of the Marvin Family.

12. North Poor Farm Ditch Concepts

Matters related to the north section of Poor Farm Ditch conceptual ideas. *Recommended Action: Discuss and take any desired action*. **Mr. Danny Cameron, Public Works Director; and Tim Buscha, IDS Engineering Group** [see Agenda Memo 12]

Tim Buscha, IDS, spoke regarding the history of the North Poor Farm Ditch project, to present the results from the study of existing conditions, and discuss different design concepts. City Council discussed regarding the involvement of Harris County Flood Control on this project, other ongoing Poor Farm Ditch projects, and provided feedback.

No action taken.

13. Facilities Master Plan – Phase II Update

Matters related to an update following the Facilities Master Plan – Phase II town Hall that was held on November 12, 2024. *Recommended Action: Discuss and take any desired action*. ***Mr. Jeff Gerber, PGAL; and Mr. Dave Beach, City Manager*** [see Agenda Memo 13]

Kalie Rainsberger, 3121 Wroxton – [from Public Comments]: Spoke regarding diverting funds to support the City's Wastewater Treatment Plant repairs. Encouraged putting the Facilities Master Plan projects to a public vote.

Bruce Beneke, 2704 Tangley – [from Public Comments]: Spoke regarding the lifespan of the City's Wastewater Treatment Plants. Encouraged that the Wastewater Treatment Plant is in fine condition if maintained regularly.

Mardi Turner 6515 Mercer – [from Public Comments]: Spoke regarding representative democracy and the timeline of public engagement opportunities including surveys, town halls, and fliers/postcards.

Jeff Gerber, PGAL, provided a presentation to summarize the November 12, 2024 Town Hall regarding the Recreation Center Renovation and Phase II – Community Building, Senior Center, and Library. Presentation covered the Town Hall's feedback regarding vehicular and pedestrian mobility, potential locations for the Milton Pump Station and Water Tanks, and different building test-fit concepts and architectural styles.

City Council discussed and provided feedback.

No action taken.

14. *Consent Agenda*

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed from the Consent Agenda and be considered in its normal sequence on the agenda.

A. City Council Meeting Minutes

Matters related to approving the City Council Minutes of November 11, 2024. *Recommended Action: Approve Minutes of December 2, 2024.* ***Mr. Austin Bishop, Assistant to the City Manager.*** [see Agenda Memo 14A]

B. Social Media on Government Devices Policy

Matters related to a policy regarding social media apps on government devices. *Recommended Action: Approve the resolution adopting the Covered Applications and Prohibited Technology Policy.* ***Mr. Loren Smith, City Attorney; and Mr. Russell Brown, IT Director.*** [see Agenda Memo 14B]

C. Kroger Opioid Settlement

Matters related to the Kroger Opioid Settlement. *Recommended Action: Approve resolution authorizing the City's participation in the opioid settlement*. ***Mr. Loren smith, City Attorney; and Mr. Dave Beach, City Manager*** [see Agenda Memo 14C]

D. Graphic Design Services Contract

Matters related to awarding a bid for graphic design services. *Recommended Action: award a three-year contract for graphic design services to Eddy Alexender with the first year estimated cost of $33,500 and not to exceed $50,000 and authorize the City Manager to execute the contract.* ***Ms. Bianca Cuccerre, Communications Manager.*** [see Agenda Memo 14D]

Councilmember Brett moved to approve the Consent Agenda as presented. Councilmember Hart seconded the motion. **MOTION PASSED**

15. Adjourn Meeting

At 10:45 p.m., Councilmember Hart moved to adjourn the meeting. Councilmember Brett seconded the motion. **MOTION PASSED.**

Ayes: Sample, Montgomery, Brett, Hart
Noes: None
Absent: Carroll

Prepared by: Austin Bishop, Assistant to the City Manager

Council Approved: