



# City of West University Place

*A Neighborhood City*

## **CITY COUNCIL**

Susan Sample, Mayor  
Bob Kelly, Mayor Pro Tem  
Burt Ballanfant, Councilmember  
Brennan Reilly, Councilmember  
Mardi Turner, Councilmember

## **STAFF**

M. Christopher Peifer, City Manager  
Alan Petrov, City Attorney  
Thelma Gilliam, City Secretary

## **City Council Meeting Agenda**

**Notice is hereby given of a special and regular meeting of the City Council of West University Place to be held on Monday, December 12, 2016 beginning at 6:00 p.m. in the Municipal Building located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items.**

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.

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### **SPECIAL MEETING (6:00 p.m. in the Council Chambers Conference Room)**

#### **Call to Order**

#### **1. Convene into Closed Executive Session**

Notice is hereby given that the City Council will convene into Executive Session in accordance with the following provision of Chapter 551 of the Texas Government Code:

**Section 551.074** – Deliberation concerning the evaluation and contract of an employee: City Manager.

#### **2. Reconvene into Special Session**

Matters related to action, if any, relative to discussions held in Executive Sessions regarding the City Manager's evaluation and contract.

#### **3. Adjourn**

### **REGULAR MEETING (6:30 p.m. in the City Council Chambers)**

#### **CALL TO ORDER**

Agenda items are as follows:

Call to Order  
Pledge of Allegiance  
Matters related to the notice of this meeting

**4. Public Comments**

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

**5. Advanced Funding Agreement**

Matters related to an Advance Funding Agreement for a Surface Transportation Program (STP) between the Texas Department of Transportation and the City of West University Place. *Recommended Action: Approve Agreement. Mr. Dave Beach, Public Works Director* [see Agenda Memo 5]

**6. Water Well 9 Renovation Project**

Matters related to closing out the Water Well 9 Renovation project. *Recommended Action: Accept Water Well No. 9 Renovation Project as completed and authorize Change Orders with a net reduction of \$80,007.50 to the contract price. Mr. Dave Beach, Assistant Public Works Director* [see Agenda Memo 6]

**7. Future Agenda Items**

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action. City Council* [see Future Agenda Items List]

**8. Adjourn**

**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 wheel chair 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 the attached amended notice and agenda of items to be considered by the West University Place City Council on December 12, 2016 was posted on the Municipal Building bulletin board on December 9, 2016 at approximately 8:30 o'clock a.m.

(SEAL)

  
\_\_\_\_\_  
Thelma A. Gilliam, City Secretary

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	December 12, 2016	<b>AGENDA ITEM:</b>	5
<b>DATE SUBMITTED:</b>	November 21, 2016	<b>DEPARTMENT:</b>	Public Works
<b>PREPARED BY:</b>	P. Walters, Operations Supt.	<b>PRESENTER:</b>	D. Beach Director of Public Works
<b>SUBJECT:</b>	<b>Resolution to approve Advanced Funding Agreement w/ TXDOT</b>		
<b>ATTACHMENTS:</b>	<b>Resolution Advanced Funding Agreement</b>		
<b>EXPENDITURE REQUIRED:</b>	\$299,160.00		
<b>AMOUNT BUDGETED:</b>	\$0.00		
<b>ACCOUNT NO.:</b>	325-7000-85001 (Trans. Improvement Fund)		

**EXECUTIVE SUMMARY**

The City of West University Place was recently awarded a grant in the amount of \$11,576,866 from the U.S. Department of Transportation (USDOT) for the reconstruction of Buffalo Speedway which is administered by the Texas Department of Transportation (TXDOT). The Advance Funding Agreement (AFA) with TXDOT is the City's commitment to funding the project which is broken into two phases for design and construction. This is a reimbursement grant where the City agrees to fund the entire project and receive reimbursement for 80% of eligible expenses.

Below is a breakout of project cost:

<b>BUFFALO SPEEDWAY RECONSTRUCTION PROJECT COST:</b>			
	TOTAL	State/Feds*	City's Responsibility*
DESIGN	\$ 1,495,800	\$ 1,196,640	\$ 299,160
CONSTRUCTION	\$ 10,081,066	\$ 8,066,066	\$ 2,015,000
	<b>\$ 11,576,866</b>	<b>\$ 9,262,706</b>	<b>\$ 2,314,160</b>

*\*Note - Indirect State Cost of \$6,066 is paid 100% by the State.*

The following items would not be covered by this grant and would be the City's sole responsibility for cost: utility relocation, right-of-way acquisition, traffic signals, beautification, storm drainage improvements, etc.

The Design Phase funding is available from Sept. 2016 to Aug. 2018 and the Construction Phase funding becomes available for use between Sept. 2018 and Aug. 2020. All work will need to start within the timeframe but doesn't have to be completed during that timeframe.

Once the agreement is finalized, staff will conduct a Request for Proposal for the design of the project which will begin in 2017. The goal is to have the design finalized and all cost associated with the project for consideration during the 2020 Budget process in the summer of 2019. The City Attorney has reviewed and approved the documents.

**RECOMMENDATION**

Staff recommends that the City Council approve the resolution, appropriate \$299,160 from Transportation Improvement Fund, and authorizes the City Manager to execute the Advanced Funding Agreement with the Texas Department of Transportation.

City of West University Place  
Harris County, Texas

**RESOLUTION NO. XX-XXXX**

**RESOLUTION OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, PERTAINING TO APPROVAL OF AN ADVANCED FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE ROADWAY RECONSTRUCTION OF BUFFALO SPEEDWAY FROM BISSONNET STREET TO HOLCOMBE STREET AUTHORIZING AND THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of West University Place (City) has been awarded a Federal Highway Administration (FHWA) matching fund grant to reconstruct Buffalo Speedway; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114670, authorizing the State to undertake and complete a highway improvement generally described as Roadway Reconstruction of Buffalo Speedway from Bissonnet Street to Holcombe Street, called the "Project"; and

**WHEREAS**, City Council of the City has determined that it is in the best interest of the City to participate with TXDOT to complete the Project by entering into an Advanced Funding Agreement ("AFA"); **NOW THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS:**

That the City Council approves the AFA, and authorizes the City Manager to execute the AFA as attached in Exhibit 1.

**PASSED, APPROVED AND ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**Attest:** \_\_\_\_\_  
City Secretary (Seal)

**Signed:** \_\_\_\_\_  
Mayor

**Recommended:**

\_\_\_\_\_  
City Manager

**Approved as to legal form:**

\_\_\_\_\_  
City Attorney

CSJ # 0912-72-360  
District # 12 - Houston  
Code Chart 64 # 45400  
Project: Buffalo Speedway from Bissonnet St to  
Holcombe Blvd  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For A  
STP - METROPOLITAN MOBILITY REHABILITATION FUNDED  
OFF SYSTEM PROJECT**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of West University Place, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114670, authorizing the State to undertake and complete a highway improvement generally described as Roadway Reconstruction of Buffalo Speedway from Bissonnet St to Holcombe St, called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

## AGREEMENT

### 1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

Buffalo Speedway will be reconstructed from just south of Bissonnet St to just north of Holcombe St, within the City of West University Place city limits. The project will include full depth roadway repair throughout, turn lanes and raised medians at Sunset, Rice, and University streets, enhanced synchronization of traffic lights, and reconstructed drainage inlets. The project location is as shown on Attachment "B".

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment “C”, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment “C”. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government

is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I.** The State will not pay interest on any funds provided by the Local Government.
- J.** If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K.** If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L.** If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M.** When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state

auditor with access to any information the state auditor considers relevant to the investigation or audit.

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### **4. Termination of this Agreement**

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### **5. Amendments**

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### **6. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### **7. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any

variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

## **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## **10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

## **11. Construction Responsibilities**

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The State will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## **12. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## **13. Right of Way and Real Property**

- A.** Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B.** If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C.** All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D.** The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any

other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

- E.** In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.
- F.** The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G.** The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H.** Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I.** If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved

CSJ # 0912-72-360  
District # 12 - Houston  
Code Chart 64 # 45400  
Project: Buffalo Speedway from Bissonnet St to  
Holcombe Blvd  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
Director of Public Works  City of West University Place 3826 Amherst Street  West University Place, TX 77005	Director of Contract Services  Texas Department of Transportation 125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

#### **24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

CSJ # 0912-72-360  
District # 12 - Houston  
Code Chart 64 # 45400  
Project: Buffalo Speedway from Bissonnet St to  
Holcombe Blvd  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

**B. The Local Government agrees that it shall:**

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**29. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**30. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ # 0912-72-360  
District # 12 - Houston  
Code Chart 64 # 45400  
Project: Buffalo Speedway from Bissonnet St to  
Holcombe Blvd  
Federal Highway Administration  
CFDA Title: Highway Planning and Construction  
CFDA No.: 20.205  
Not Research and Development

**31. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
M. Christopher Peifer  
City of West University Place, City Manager

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

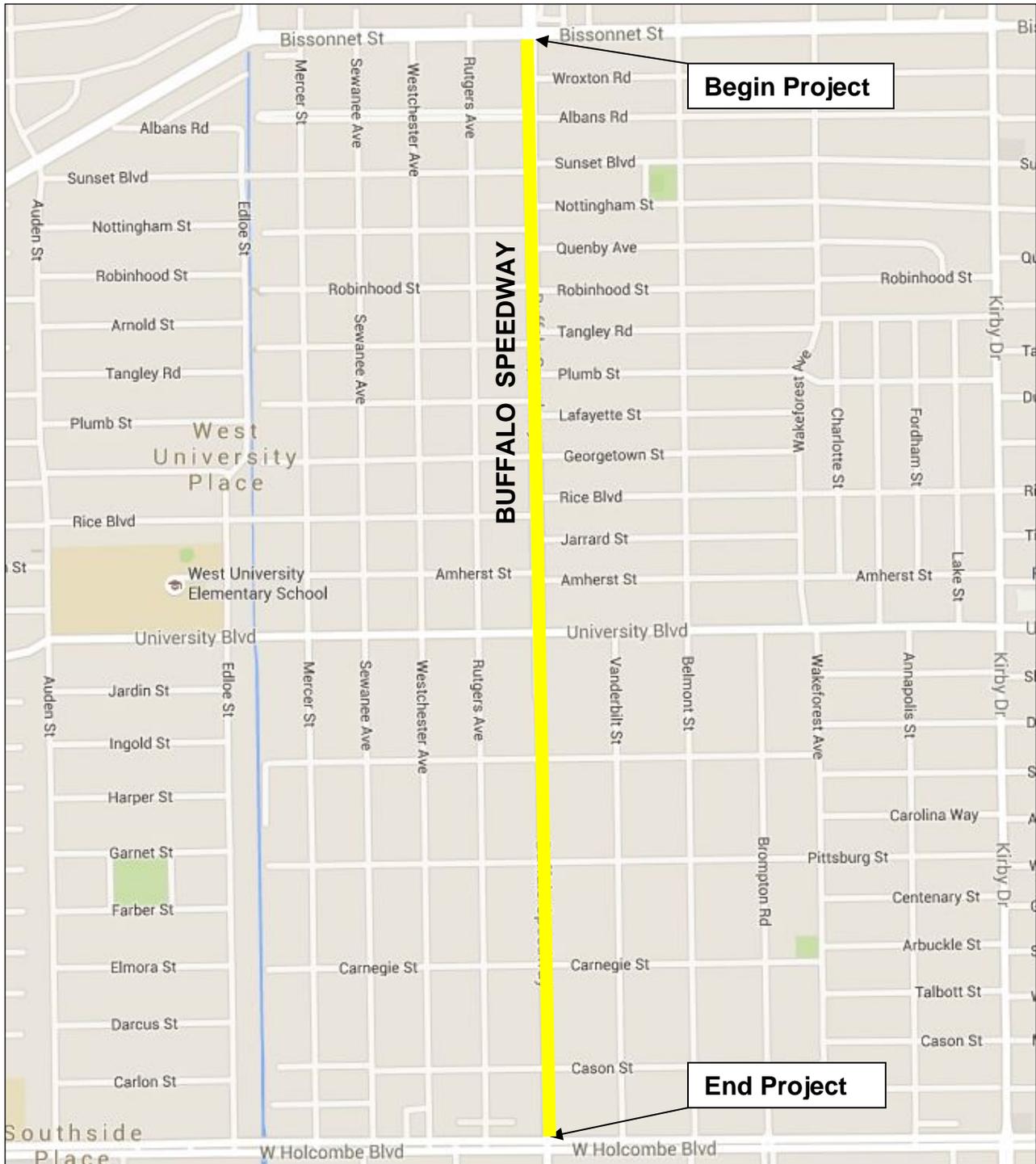
\_\_\_\_\_  
Date

CSJ # 0912-72-360  
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**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**

CSJ # 0912-72-360  
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## ATTACHMENT B LOCATION MAP SHOWING PROJECT



CSJ # 0912-72-360  
 District # 12 - Houston  
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 Not Research and Development

## ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount.  
 The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation Cost		State Participation Cost		Local Participation Cost	
Engineering (by Local Government)	\$ 1,380,700	80%	\$ 1,104,560	0%	\$ -	20%	\$ 276,140
Construction (by State)	\$ 9,269,000	80%	\$ 7,415,200	0%	\$ -	20%	\$ 1,853,800
<b>Subtotal</b>	<b>\$ 10,649,700</b>		<b>\$ 8,519,760</b>		<b>\$ -</b>		<b>\$ 2,129,940</b>
Environmental Direct State Costs	\$ 10,000	80%	\$ 8,000	0%	\$ -	20%	\$ 2,000
Right of Way Direct State Costs	\$ 100	80%	\$ 80	0%	\$ -	20%	\$ 20
Engineering Direct State Costs	\$ 100,000	80%	\$ 80,000	0%	\$ -	20%	\$ 20,000
Utility Direct State Costs	\$ 5,000	80%	\$ 4,000	0%	\$ -	20%	\$ 1,000
Construction Direct State Costs	\$ 806,000	80%	\$ 644,800	0%	\$ -	20%	\$ 161,200
Indirect State Costs	\$ 6,066	0%	\$ -	100%	\$ 6,066	0%	\$ -
<b>TOTAL</b>	<b>\$ 11,576,866</b>		<b>\$ 9,256,640</b>		<b>\$ 6,066</b>		<b>\$ 2,314,160</b>

Initial payment by the Local Government to the State: \$23,020  
 Payment by the Local Government to the State before construction: \$2,015,000  
 Total payment by the Local Government to the State: \$2,038,020  
 This is an estimate.  
 The final amount of Local Government participation will be based on actual costs.

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	December 12, 2016	<b>AGENDA ITEM:</b>	6
<b>DATE SUBMITTED:</b>	December 7, 2016	<b>DEPARTMENT:</b>	Public Works
<b>PREPARED BY:</b>	P. Walters, Operations Supt.	<b>PRESENTER:</b>	D. Beach Director of Public Works
<b>SUBJECT:</b>	<b>Water Well No. 9 Rehabilitation Project Acceptance</b>		
<b>ATTACHMENTS:</b>	<b>City Engineer's Contract Closure Document</b>		
<b>EXPENDITURE REQUIRED:</b>	\$180,154.00		
<b>AMOUNT BUDGETED:</b>	\$325,000.00		
<b>ACCOUNT NO.:</b>	340-7000-85002		

**EXECUTIVE SUMMARY**

In March 2016, the City issued a contract to Layne Christensen Company for the rehabilitation of Water Well No. 9 in the amount of \$264,929. The work on the project is complete and under budget.

There was one change order on the project which resulted in an overall savings of \$84,775 for the following work: fabricate and replace one discharge head, additional brushing/jetting of well casing and screens, additional disinfection of the well and delete work associated with the column repair that was not necessary after inspection.

Orig. Contract Amount	Change Order (Deduct)	Revised Contract Amount
\$264,929	(\$84,775)	\$180,154

The City Engineer and Staff concur that the project is complete and the City Engineer has issued Certification of Completion to the City. The City Attorney has reviewed and approved the documents.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to approve the Deduct Change Order in the amount of \$84,775 with Layne Christensen Company and issue a Letter of Acceptance for the Water Well 9 Rehabilitation Project.



November 21, 2016

Mr. Dave Beach  
City of West University Place  
3826 Amherst  
West University Place, TX 77005

Re: **Contract Closeout**  
Water Well No. 9 Rehabilitation  
City of West University Place, Texas  
HDR Job No.: 15-050

Dear Mr. Beach:

Enclosed please find the following for the above referenced project:

1. "Agreement of Final Payment and Contractor's Sworn Release" with Affidavit stating all bills have been paid.
2. Exhibit "A" – Copy of Pay Estimate 1.
3. Exhibit "B" – Pay Estimate No. 2 – Final.
4. Three copies of Change Order No. 1 – Final – To Be Executed
5. Contractor's One Year Maintenance Bond.
6. Contractor's Certificate of Warranty.
7. Consulting Engineer's "Certificate of Completion".
8. Sample Certificate of Acceptance.

Sincerely,

HDR Engineering, Inc.

David Hunn, P.E.  
Senior Project Manager

DH/rs

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220  
T (713) 622-9264 F (713) 622-9265  
Texas Registered Engineering Firm F-754

**Agreement of Final Payment  
and  
Contractor's Sworn Release**

**AGREEMENT FOR FINAL PAYMENT  
AND CONTRACTOR'S SWORN RELEASE**

In order to insure that the rights, obligations and responsibilities of all parties to the original contract document are fully protected, which contract document was signed and executed on the 12 day of April, 2016 by Layne Christensen Company, referred to therein as CONTRACTOR and hereinafter referred to as CONTRACTOR, and the OWNER on the 12 day of April, 2016, and further in consideration for the final payment of all sums due and claimed by the CONTRACTOR against the OWNER, the CONTRACTOR makes the following representations to the OWNER, either individually if a proprietorship, jointly by all partners if a partnership, or if a corporation, by action of the president and secretary of said corporation, as duly authorized by appropriate action of the stockholders and/or board of directors of said corporation, their signatures hereon constituting a representation under oath by said individuals that they have the power and authority to execute this Agreement for and on behalf of the said corporation:

I.

The CONTRACTOR has received 1 (number) payments pursuant to 2 (number) of CONTRACTOR Payment Estimates, copies of which are attached hereto and marked Exhibit "A", presented to the OWNER and paid during the progress of the job referred to in the Contract between the parties; and in this regard, the undersigned CONTRACTOR represents to the OWNER that it does not claim nor intend to claim at any future date, any additional sums of money of any nature whatsoever under and by virtue of the payment estimates previously submitted to the ENGINEER for approval, or any other sums of money of any nature whatsoever for materials furnished and used in the job or for work done, and hereby releases and discharges the OWNER from any liabilities of any nature whatsoever,

for any claims of any nature made by the CONTRACTOR at some future date, or by its successors or assigns.

II.

The undersigned CONTRACTOR further represents to the OWNER that the Final Payment Estimate, reflecting all associated Change Orders, if any, submitted by the CONTRACTOR to the OWNER, whether or not modified, corrected or changed in some way by deletions or other modifications by the ENGINEER, the CONTRACTOR or the OWNER, a copy of which is attached hereto and marked Exhibit "B", is true, correct and accurate; and it is further agreed and stipulated by the undersigned CONTRACTOR that upon the receipt of final payment in the amount as set out on the Final Payment Estimate, the CONTRACTOR, by execution of this instrument of release, does, therefore, release and forever discharge the OWNER of and from all manner of debts, demands, obligations, suits, liabilities and causes of action of any nature whatsoever under and by virtue of the terms and provisions of the Contract hereinbefore referred to, and any change or modification thereof, or in any manner growing out of or arising from or by virtue of the work, labor and services performed by the CONTRACTOR.

III.

CONTRACTOR, in addition to the provisions set out in the contract document, agrees to indemnify and hold the OWNER harmless from any and all causes of action, claims, demands or suits made by any person or other entity against the OWNER, by reason of the work performed by such CONTRACTOR, and agrees to defend or to cause the same to be defended at the CONTRACTOR's sole expense and obligation, whenever such actions may be brought, and further to pay all costs incurred by the OWNER in the defense thereof, including administrative costs and attorney's fees, and further to pay any judgments or settlements which may be entered into or agreed to against or for the benefit of the OWNER. It is, however, specifically agreed

that the OWNER shall not enter into any settlement agreements without the acquiescence and agreement of the CONTRACTOR.

IV.

The CONTRACTOR, acting by and through the person or persons whose names are subscribed hereto, does solemnly swear and affirm that all bills and claims have been paid to all materialmen, suppliers, laborers, subcontractors, or other entities performing services or supplying materials, and that the OWNER shall not be subject to any bills, claims, demands, litigation or suits in connection therewith.

V.

It is further specifically understood and agreed that this Agreement for Final Payment and Contractor's Sworn Release shall constitute a part of the original Contract of the parties heretofore previously referred to, and it is also specifically understood and agreed that this Agreement shall not act as a modification, waiver or renunciation by the OWNER of any of its rights or remedies as set out in the contract itself, but this Agreement for Final Payment and Contractor's Sworn Release shall constitute a supplement thereto for the additional protection of the OWNER.

VI.

This Agreement for Final Payment and Contractor's Sworn Release shall be considered to be continuing and binding upon the parties hereto and shall not terminate upon receipt and acceptance by the CONTRACTOR of final payment, but shall be deemed continuing so long as any actions, claims or other demands contemplated herein against the OWNER, may lawfully be brought under applicable statutes of limitations, and shall in addition be deemed to be continuing for such additional period of time as shall be necessary to compensate and repay to the OWNER, all costs or damages incurred by it by reason of such claims.

City of West University Place  
Water Well No. 9 Rehabilitation

**AGREEMENT FOR FINAL PAYMENT  
AND CONTRACTOR'S SWORN RELEASE**

STATE OF TEXAS

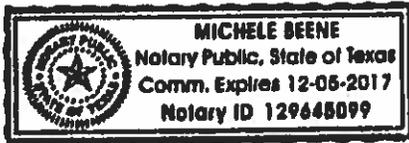
COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose name(s) are subscribed to the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, who each, after being by me duly sworn, on their oaths deposed and said:

I(We) am(are) the person(s) who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, and I(we) have read the facts and statements as therein set out and the representations as made therein, and I(we) state that the above and foregoing are true and correct.

[Signature]  
CONTRACTOR - Affiant

SWORN TO AND SUBSCRIBED TO before me this, the 31 day of October, 2016.



Michele Beene  
Notary Public, State of Texas

My Commission Expires: 12/05/17

City of West University Place  
Water Well No. 9 Rehabilitation

**AGREEMENT FOR FINAL PAYMENT  
AND CONTRACTOR'S SWORN RELEASE**

[This form is for use in the event CONTRACTOR is a corporation.]

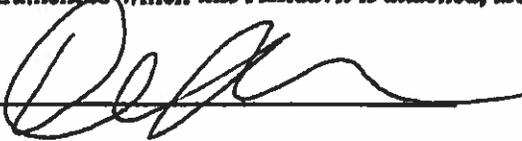
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STATE OF TEXAS

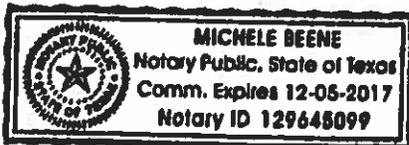
COUNTY OF Montgomery

BEFORE ME, the undersigned authority, on this day personally appeared the persons who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, whose names are set out above, who each, after being by me duly sworn, on their oaths deposed and said:

We each are the persons whose names are subscribed above, and hold respectively the offices in the corporation as set out above, and each state under oath that we have the authority to execute this Agreement for Final Payment and Contractor's Sworn Release for and on behalf of said corporation, pursuant to authority granted to us in the Charter of said corporation, the By-Laws of said corporation and/or the Minutes of said corporation; and the facts, statements and representations as set out in the instrument to which this Affidavit is attached, are true and correct.

  
\_\_\_\_\_

SWORN TO AND SUBSCRIBED TO before me this, the 31 day of October, 2016.



Michele Beene  
Notary Public, State of Texas

My Commission Expires: 12/05/17

**Exhibit "A"**  
**Copy of Pay Estimate 1**



September 22, 2016

Mr. Dave Beach  
City of West University Place  
3826 Amherst  
West University Place, TX 77005

Re: Pay Estimate No. 1  
Water Well No. 9 Rehabilitation  
City of West University Place, Texas  
HDR Job No.: 15-050

Enclosed please find one copy of the following items for the above referenced project:

1. Layne Christensen Company, Pay Estimate No. 1.

The amount of the Pay Estimate No. 1 is \$42,907.50. The total billing for the project represents 10.00% of the contract amount. As of July 19, 2016 the contract time expended was 81.67%.

HDR Engineering, Inc. has reviewed this application and recommends payment of said application.

If you have any questions, please call me.

Sincerely,

HDR ENGINEERING, INC.

David Hunn, P.E.  
Senior Project Manager

DH/rs

cc: Mr. Gavin Wartick – Layne Christensen Company

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220  
T (713) 622-9264 F (713) 622-9265  
Texas Registered Engineering Firm F-754

**Exhibit "B"**  
**Contractor's Pay Estimate No. 2-Final**



November 21, 2016

Mr. Dave Beach  
City of West University Place  
3826 Amherst  
West University Place, TX 77005

Re: **Pay Estimate No. 2-Final**  
Water Well No. 9 Rehabilitation  
City of West University Place, Texas  
HDR Job No.: 15-050

Dear Mr. Beach:

Enclosed please find one copy of the following items for the above referenced project:

1. Layne Christensen Company, Pay Estimate No. 2-Final.

The amount of the Pay Estimate No. 2-Final is **\$137,246.50**. The total billing for the project represents 100.00% of the contract amount.

HDR Engineering, Inc. has reviewed this application and recommends payment of said application.

If you have any questions, please call me.

Sincerely,

HDR Engineering, Inc.

  
David Hunn, P.E.  
Senior Project Manager

DH/rs

cc: Mr. Gavin Wartick – Layne Christensen Company

[hdrinc.com](http://hdrinc.com)

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220  
T (713) 622-9264 F (713) 622-9265  
Texas Registered Engineering Firm F-754

**APPLICATION FOR PAYMENT NUMBER: 2-FINAL**

**PROJECT:** Water Well No. 9 Rehabilitation

**CONTRACTOR:** Layne Christensen Company 5931 Brittmoore Rd., Houston, Texas 77541

**OWNER:** City of West University Place

**OWNERS PROJECT NO:** \_\_\_\_\_

**ENGINEERS PROJECT NO:** 15-050

**PAY PERIOD** FROM: August 20, 2016 TO: October 11, 2016

<b>ORIGINAL CONTRACT SUM:</b>	\$ 264,929.00
<b>NET CHANGE BY CHANGE ORDER:</b>	\$ (84,775.00)
<b>CONTRACT SUM TO DATE:</b>	\$ 180,154.00
<b>INSTALLATIONS:</b>	\$ 180,154.00
<b>LESS 5% RETAINAGE:</b>	\$ -
<b>LESS PREVIOUS PAYMENTS:</b>	\$ 42,907.50
<b>AMOUNT DUE THIS APPLICATION:</b>	\$ 137,246.50

**ACCOMPANYING DOCUMENTATION:**

Engineer's Estimate No. 2 FINAL

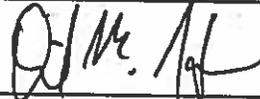
**ENGINEER'S CERTIFICATION:**

**PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED**

**DATE:**

Dec. 8, 2016

HDR Engineering, Inc.



David M. Hunn, P.E.  
Senior Project Manager

**INVOICE**

**Layne Christensen Company**

5931 Britmore Road • Houston, Texas 77041 • (713) 466-5001

To: David Humm  
 City of West University Place  
 c/o HDR Inc  
 4828 Loop Central Drive, Suite 800  
 Houston, TX 77081-2220

Our Invoice #: PW15WELL9  
 Our Order #: PW15WELL9  
 Customer Order #: Contract  
 Date: September 29, 2016

REMIT TO:  
 Layne Christensen Company  
 25665 Network Place  
 Chicago, IL 60673-1256  
 Please Show Invoice Number on Remittance

*Schedule of Values Final Water Well #9 at 4800-112 Wake Forest Dr. For work completed through 9/29/2016.*

Item	Description	Quantity	Unit Price	Total Price	Work Completed This Estimate	Quantity	Total	Previous Estimates	Quantity	Total	Total Complete and In Place	Quantity	Total	Percent Complete
<p><b>West University Well No. 9</b></p> <p>Repair gravel-water well and perform well rehabilitation as needed, including pump removal, inspection, reassembly and reinstallation, PT, vibration analysis, water sampling &amp; testing, collection of samples according to TCEQ standards, disinfection, cleaning, painting, complete as specified</p>														
1.	specified	1 L.S.	17,650.00	17,650.00	50%	8,825.00	8,825.00	8,825.00	1 L.S.	17,650.00	100%	1 L.S.	17,650.00	100%
2.	Mobilize to brush and jet, trip in & out, sounding lap	1 L.S.	5,800.00	5,800.00	200%	-	11,600.00	11,600.00	2 L.S.	11,600.00	200%	2 L.S.	11,600.00	200%
3.	Jel	30 HR	350.00	10,500.00	4900%	350.00	17,150.00	17,150.00	50 HR	17,500.00	167%	50 HR	17,500.00	167%
4.	Wife brush	30 HR	250.00	7,500.00	2700%	10,750.00	6,750.00	6,750.00	70 HR	17,500.00	233%	70 HR	17,500.00	233%
5.	1-1/5/16" TS Lineshaft	1 L.S.	198.00	198.00	0%	198.00	-	-	1 L.S.	198.00	100%	1 L.S.	198.00	100%
6.	1-1/5/16"x3" bronze lineshaft bearing	95 Ea	100.00	9,500.00	0%	11,800.00	-	-	118 Ea	11,800.00	124%	118 Ea	11,800.00	124%
7.	10"x3" ude centralizers	26 Ea	17.00	442.00	0%	768.00	-	-	28 Ea	476.00	122%	28 Ea	476.00	122%
8.	1-1/5/16" line shaft couplings	24.00	24.00	624.00	0%	768.00	-	-	32 Ea	768.00	123%	32 Ea	768.00	123%
9.	1-1/5/16"x3" version bearing	1 L.S.	1,400.00	1,400.00	0%	1,400.00	-	-	1 L.S.	1,400.00	100%	1 L.S.	1,400.00	100%
10.	Motor drive shaft	1 L.S.	268.00	268.00	0%	268.00	-	-	1 L.S.	268.00	100%	1 L.S.	268.00	100%
11.	10"x10" suction pipe with galvanized cone strainer	1 L.S.	500.00	500.00	0%	500.00	-	-	1 L.S.	500.00	100%	1 L.S.	500.00	100%
12.	Heated offer	1 L.S.	1,400.00	1,400.00	0%	1,400.00	-	-	1 L.S.	1,400.00	100%	1 L.S.	1,400.00	100%
13.	TV survey	3 Ea	1,400.00	4,200.00	200%	1,400.00	2,800.00	2,800.00	3 Ea	4,200.00	100%	3 Ea	4,200.00	100%
<p>Repair existing well pump bowl assembly, including new</p>														
14.	Impeller shaft, bowl wear rings, bowl bearings, and oil seals	1 L.S.	3,400.00	3,400.00	0%	-	-	-	0 L.S.	-	0%	0 L.S.	-	0%
15.	Furnish and install new 350HP motor	1 L.S.	21,500.00	21,500.00	0%	21,500.00	-	-	1 L.S.	21,500.00	100%	1 L.S.	21,500.00	100%
16.	SWPPP	1 L.S.	250.00	250.00	100%	-	250.00	250.00	1 L.S.	250.00	100%	1 L.S.	250.00	100%
17.	Provide traffic & pedestrian control	1 L.S.	300.00	300.00	100%	-	300.00	300.00	1 L.S.	300.00	100%	1 L.S.	300.00	100%
S1.	Straighten 1-1/5/16" line shafts	23 FT.	47.00	1,081.00	0%	-	-	-	0 FT.	-	0%	0 FT.	-	0%
S2.	Add gravel to Water well lap	10 VF	36.00	360.00	0%	-	-	-	0 VF	-	0%	0 VF	-	0%

# INVOICE

*Schedule of Values Final Water Well #9 at 4800-1/2 Wake Forest Dr. For work completed through 9/29/2016.*

Item	Description	Quantity	Unit Price	Total Price	Work Completed This Estimate		Previous Estimates		Total Complete and In Place			
					Quantity	Total	Quantity	Total	Quantity	Total	Percent Complete	
S3.	Mobilize and demobilize necessary labor and equipment to add gravel to the lap, includes tip in & out	1	L.S.	178.00	178.00							
S4.	Provide new 3"x5" oil tubes,	95	EA	65.00	6,175.00	116	7,540.00	0%	0 L.S.	-	0%	
S5.	Provide new 10"x20" sections of Sch 40 T&C column	23	EA	934.00	21,482.00	28	26,152.00	0%	116 EA	7,540.00	122%	
S6.	Provide new 1-1/2"x16"x20" sections of lineshaft	23	EA	408.00	9,384.00	28	11,424.00	0%	28 EA	26,152.00	122%	
S7.	Provide new 10"x10" sections of Sch 40 T&C column	1	EA	531.00	531.00	1	531.00	0%	1 EA	11,424.00	100%	
S8.	Provide new 1-1/2"x16"x10" sections of lineshaft	1	EA	229.00	229.00	1	229.00	0%	1 EA	531.00	100%	
S9.	Provide new 10" top special column pipe	1	EA	531.00	531.00	1	531.00	0%	1 EA	229.00	100%	
S10.	Provide new 3" top special oil tubing	1	EA	88.00	88.00	1	88.00	0%	1 EA	531.00	100%	
S11.	Swage casing or screen prior to installing a patch	1	EA	6,599.00	6,599.00			0%	0 EA	88.00	0%	
S12.	Install 5' long corrugated steel patches	1	EA	11,765.00	11,765.00			0%	0 EA	-	0%	
S13.	In lieu of bid item 14, provide new and complete lineshaft 1600 GPM pump bowl assembly In lieu of any and all applicable items for repair, provide complete column assembly new with bid item S13 included. Column assembly to include items listed in Base Bid items 5-	1	EA	16,092.00	16,092.00	1.00	16,092.00	0%	1 EA	16,092.00	100%	
S14.	12	1	EA	60,323.00	60,323.00			0%	0 EA	-	0%	
S15.	Insert approx 15% hydrochloric acid solution, with inhibitor, agitate, neutralize, and remove and dispose of acid	7355	GAL	3.00	22,065.00			0%	0 GAL	-	0%	
S16.	Additional cost to include acid enchaner (Layne QC-21 or Johnson screens NW 310)	220	GAL	85.00	18,700.00			0%	0 GAL	-	0%	
S17.	Insert 12% Sodium Hypochlorite solution in water well, add Layne oximate solutions to neutralize pH, add 300-500ppm of chlorine, agitate, remove and dispose of chlorine.	1	LS	2,565.00	2,565.00	1.00	2,565.00	0%	1 LS	2,565.00	100%	
S18.	Additional cost to TV well Fabricated steel discharge head w/ Hanger Flange	1	EA	1,400.00	1,400.00			0%	0 EA	-	0%	
		1	LS	7,692.00	7,692.00	1.00	7,692.00	0%	1 LS	7,692.00	100%	
<b>TOTALS</b>				<b>\$</b>	<b>284,929.00</b>	<b>\$</b>	<b>132,479.00</b>	<b>\$</b>	<b>47,375.00</b>	<b>\$</b>	<b>180,154.00</b>	<b>68%</b>
<b>TOTALS LESS 0% RETAINAGE:</b>						<b>\$</b>	<b>132,479.00</b>	<b>\$</b>	<b>47,375.00</b>	<b>\$</b>	<b>180,154.00</b>	

Total Complete & In Place: **\$ 180,154.00**  
 Less 0% Retainage: **\$ -**  
 Less Previous Invoices: **\$ 42,907.50**  
 Total Amount Due This Invoice: **\$ 137,246.50**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
1	Repair Gravel-Water Well and perform Well Rehabilitation as needed, including pump removal, inspection assembly and reinstallation; provide Performance Test, including vibration analysis; perform water sampling and testing, collecting bacteria samples according to TCEQ Standards, disinfection of well, cleaning and painting Mobilize and demobilize necessary labor and equipment to brush and jet accumulated debris from the bottom of Water Well including trip-in and trip-out and sounding the well upon completion	LS	1	\$ 17,650.00	\$17,650.00	0.50	\$8,825.00	0.50	\$8,825.00	1.00	\$17,650.00
2	Jet accumulated debris from the bottom of Water Well	LS	1	\$ 5,800.00	\$5,800.00	0.00	\$0.00	2.00	\$11,600.00	2.00	\$11,600.00
3	Provide wire brush cleaning	HR	30	\$ 350.00	\$10,500.00	1.00	\$350.00	49.00	\$17,150.00	50.00	\$17,500.00
4	Provide new 1-1/2" x 3" top special section of line shaft	HR	30	\$ 250.00	\$7,500.00	43.00	\$10,750.00	27.00	\$6,750.00	70.00	\$17,500.00
5	Provide new 1-1/2" x 3" bronze line shaft bearing	EA	1	\$ 198.00	\$198.00	1.00	\$198.00	0.00	\$0.00	1.00	\$198.00
6	Provide new 1-1/2" x 3" bronze line shaft bearing	EA	98	\$ 100.00	\$9,800.00	118.00	\$11,800.00	0.00	\$0.00	118.00	\$11,800.00
7	Provide new 10" x 3" tube demobilizers	EA	23	\$ 17.00	\$391.00	28.00	\$476.00	0.00	\$0.00	28.00	\$476.00
8	Provide new 1-1/2" x 3" lens bearing with stuffing box	EA	26	\$ 24.00	\$624.00	32.00	\$768.00	0.00	\$0.00	32.00	\$768.00
9	Provide new motor drive shaft for Water Well	LS	1	\$ 288.00	\$288.00	1.00	\$288.00	0.00	\$0.00	1.00	\$288.00
10	Provide new 10" x 10" suction pipe with galvanized cone strainer for Water Well	LS	1	\$ 500.00	\$500.00	1.00	\$500.00	0.00	\$0.00	1.00	\$500.00
11	Provide new heated oiler for Water Well, including new solenoid valve, site feed valve, and oil line with fittings	LS	1	\$ 1,400.00	\$1,400.00	1.00	\$1,400.00	0.00	\$0.00	1.00	\$1,400.00
12	Repair the existing well pump bowl assembly, including new impeller shaft, bowl wear rings, bowl bearings, and oil seals	EA	3	\$ 1,400.00	\$4,200.00	0.00	\$0.00	2.00	\$2,800.00	2.00	\$2,800.00
13	Furnish and install new 350 HP motor. Replace in-kind.	LS	1	\$ 21,500.00	\$21,500.00	1.00	\$21,500.00	0.00	\$0.00	1.00	\$21,500.00
14	Storm Water Pollution Prevention Plan installation, maintenance, and record keeping	LS	1	\$ 250.00	\$250.00	0.00	\$0.00	1.00	\$250.00	1.00	\$250.00
15	Provide Traffic & Pedestrian Control	LS	1	\$ 300.00	\$300.00	0.00	\$0.00	1.00	\$300.00	1.00	\$300.00
16					\$85,381.00		\$85,381.00		\$85,381.00		\$85,381.00
17					\$20,525.00		\$20,525.00		\$20,525.00		\$20,525.00
Original Contract Amount for Base Items:					\$85,381.00		\$85,381.00		\$85,381.00		\$85,381.00
Change Order No. 1 Base Items (Included in Unit Prices):					\$20,525.00		\$20,525.00		\$20,525.00		\$20,525.00
					\$105,906.00		\$105,906.00		\$105,906.00		\$105,906.00

B. Supplemental Items

S1	Straighten 1-1/2" x 3" line shafts in accordance with pump manufacturer's specifications.	EA	23	\$ 47.00	\$1,081.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S2	Add gravel to Water Well lap	VF	10	\$ 36.00	\$360.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S3	Mobilize and demobilize necessary labor and equipment to add gravel to Water Well lap	LS	1	\$ 178.00	\$178.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S4	Provide new 3" x 3" oil tubes	EA	95	\$ 65.00	\$6,175.00	116.00	\$7,540.00	0.00	\$0.00	116.00	\$7,540.00
S5	Provide new 10" x 20" sections of Schedule 40 threaded and coupled column pipe	EA	23	\$ 824.00	\$21,462.00	28.00	\$26,152.00	0.00	\$0.00	28.00	\$26,152.00
S6	Provide new 10" x 10" sections of Schedule 40 threaded and coupled column pipe	EA	23	\$ 408.00	\$9,394.00	28.00	\$11,424.00	0.00	\$0.00	28.00	\$11,424.00
S7	Provide new 1-1/2" x 3" sections of line shaft	EA	1	\$ 531.00	\$531.00	1.00	\$531.00	0.00	\$0.00	1.00	\$531.00
S8	Provide new 10" x 10" sections of line shaft	EA	1	\$ 229.00	\$229.00	1.00	\$229.00	0.00	\$0.00	1.00	\$229.00
S9	Provide new 10" top special section of column pipe	EA	1	\$ 531.00	\$531.00	1.00	\$531.00	0.00	\$0.00	1.00	\$531.00
S10	Provide new 3" top special oil tube	EA	1	\$ 88.00	\$88.00	1.00	\$88.00	0.00	\$0.00	1.00	\$88.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT	TOTAL	QUAN. THIS PERIOD	TOTAL THIS PERIOD	QUAN. PREVIOUS PERIOD	TOTAL PREVIOUS PERIOD	TOTAL QUAN. TO DATE	TOTAL AMOUNT TO DATE
S11	Remove the casing or screen prior to installing a patch	EA	1	\$ 6,599.00	\$6,599.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S12	Install 5' long corrugated steel patches	LS	1	\$ 11,765.00	\$11,765.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S13	In lieu of Bid Item 14, provide new and complete line shaft well pump bowl assembly for Water Well	EA	1	\$ 16,092.00	\$16,092.00	1.00	\$16,092.00	0.00	\$0.00	1.00	\$16,092.00
S14	In lieu of any and all applicable items for repair, provide complete column assembly new with S-13 included.	EA	1	\$ 80,323.00	\$80,323.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S15	Insert approx 15% hydrochloric acid solution, with inhibitor, in Water Well, asphalt, neutralize, and remove and dispose of acid	GAL	7,355	\$ 3.00	\$22,065.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S16	Additional cost to include acid enhancer (Lugre QC-21 or Johnson Screens NW 310) to the hydrochloric acid in supplemental item S-14	GAL	220	\$ 85.00	\$18,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
S17	Insert 12% Sodium Hypochlorite solution in Water Well, acid solution (Lugre Chlorinate or approved equal) to neutralize pH, add 300-500 ppm of Chlorine, agitate, remove and dispose of chlorine	LS	1	\$ 2,565.00	\$2,565.00	1.00	\$2,565.00	0.00	\$0.00	1.00	\$2,565.00
S18	Additional laserize water well with a color camera with side look view, DVD recording and written report	EA	1	\$ 1,400.00	\$1,400.00	1.00	\$1,400.00	0.00	\$0.00	1.00	\$1,400.00
Original Contract Amount for Supplemental Items:					\$179,548.00		\$179,548.00		\$179,548.00		\$179,548.00
Change Order No. 1 Supplemental Items (Included in Unit Prices):					(\$112,896.00)		(\$112,896.00)		(\$112,896.00)		(\$112,896.00)
C. Additional Bid Items in Change Order No. 1											
CO-1-1	Fabricated steel discharge head w/ Hanger Flange	LS	1	\$ 7,692.00	\$7,692.00	1.00	\$7,692.00	0.00	\$0.00	1.00	\$7,692.00
					\$7,692.00		\$7,692.00		\$0.00		\$7,692.00

BASE BID ITEMS TO DATE:		\$105,910.00
SUPPLEMENTAL ITEMS TO DATE:		\$74,244.00
C.O. NO. 1 (\$4,775.00) ACCOUNTED FOR IN UNIT QUANTITIES:		\$0.00
TOTAL INSTALLATIONS TO DATE:		\$180,154.00
10% RETAINAGE TO DATE:		\$0.00
LESS PREVIOUS PAY ESTIMATES:		\$42,907.50
TOTAL AMOUNT DUE PAY ESTIMATE NO. 2 - FINAL:		\$137,246.50

# **Change Order No. 1 - Final**

**CHANGE ORDER NO. 1**

**PROJECT:** Water Well No. 9 Rehabilitation      **DATE OF ISSUANCE:** April 11, 2016

**OWNER:** City of West University Place      **ENGINEER:** HDR Engineering Inc.  
 (Name & 3800 University Boulevard      4635 Southwest Freeway, Suite 1000  
 Address) West University Place, TX 77005      Houston, Texas 77027

**CONTRACTOR:** Layne Christensen Company      **ENGINEER'S PROJECT No.:** 15-050  
5514 East Hampton Drive  
Houston, Texas 77039

You are directed to make the following changes in the Contract Documents.

Replace pump, motor and provide a new steel discharge head per the attached authorization letter dated May 24, 2016.	\$ 107,209.00
Additional brushing and jetting of well casing and screen per the attached authorization letter dated June 23, 2016.	\$ 22,500.00
Disinfection of the well per the attached authorization dated August 16, 2016	\$ 2,265.00
Delete items associated with column repair and bid items not utilized	\$ (216,749.00)
<b>Total</b>	<b>\$ (84,775.00)</b>

**Purpose of the Change Order:** To provide repairs, maintenance and rehabilitation to the well and pump that could only be identified after removal of the well pump and review of the televised inspection of the well screen and casing.

**Attachments:** Layne Christensen quotes dated May 24, 2016, June 23, 2016, and August 16, 2016.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>264,929.00</u>	Original Contract Time <u>120</u> Calendar Days
Previous Change Orders No. <u>0</u> to No. <u>0</u> \$ <u>0.00</u>	Net Change From Previous Change Orders <u>0</u> Calendar Days
Contract Price Prior to this Change Order \$ <u>264,929.00</u>	Contract Time Prior to this Change Order <u>120</u> Calendar Days
Net Increase (Decrease) of this Change Order \$ <u>(84,775.00)</u>	Net Increase (Decrease) of this Change Order <u>0</u> Calendar Days
Contract Price with all Approved Change Orders \$ <u>180,154.00</u>	Contract Time with all Approved Change Orders <u>120</u> Calendar Days

RECOMMENDED HDR Engineering Inc.	APPROVED City of West University Place	APPROVED Layne Christensen Company
By <u></u>	By _____	By <u></u>

# **Contractor's One Year Maintenance Bond**



IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the 28<sup>th</sup> day of March, 2016 and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)  
WITNESS: (if not a corporation)

By: Calla Warren  
Name: Calla Warren  
Title: Account Manager

Layne Christensen Company  
5931 Britmoore Road, Houston, TX 77041-9976

(Name of Contractor)

By: Garin Workick  
Name: Garin Workick  
Title: Project Manager

ATTEST/ SURETY WITNESS: (SEAL)

Travelers Casualty and Surety Company

(Full Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety for Notice)

(860) 277-0111

(Telephone Number of Surety)

By: Rebecca S Gross  
Name: Rebecca S Gross  
Title: Witness

By: Debra J Scarborough  
Name: Debra J Scarborough  
Title: Attorney-in-Fact

## Sample Certificate of Acceptance

## **Contractor's Certificate of Warranty**



### LIMITED WARRANTY

Company warrants title to the product(s) and, except as noted with respect to new items provided by Company's manufacturer's, also warrants the product(s) on date of shipment to Purchaser or installation by Company, to be of the kind and quality described herein, and free of defects in workmanship and material. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF COMPANY WITH RESPECT TO THE PRODUCT(S) OR SERVICES PROVIDED.

If within one (1) year from date of initial operation, after installation by Company, of any item of product(s) or service

(a), Purchaser discovers that such item was not as warranted above, promptly notifies Company in writing thereof, Company shall remedy such nonconformance by, at Company's option, adjustment or repair or replacement of the item. Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Company hereunder. Company shall have the right of disposal of parts replaced by it. Purchaser agrees to notify company, in writing, of any apparent defects of design, material or workmanship, prior to performing any corrective action. If any corrective action is undertaken without the express written approval of the Company, All warranties shall be null and void.

ALL MATERIAL AND PRODUCTS PROVIDED BY COMPANY, THAT ARE MANUFACTURED BY OTHERS, SHALL BE SUBJECT TO THE EXPRESS WARRANTY OF MANUFACTURER(S) THEREOF.

Company and its suppliers shall have no obligation as to any products or services which have been damaged, in whole or in part, as a result of improper storage or handling, of the Purchaser or which has not been operated or maintained as per the instructions in Company's or supplier's operational manuals.

LIMITATION OF LIABILITY- Neither Company nor its suppliers shall be liable, whether in contract or in tort or under any other legal theory, for loss of use, revenue or profit, or cost of capital or of consequential damages, or for any other loss or cost of similar type or for claims by Purchaser for damages of Purchaser's customers. Likewise, Company shall not be liable for the fault, negligence, wrongful acts of Purchaser or Purchaser's employees, or Purchaser's other contractors or suppliers.

IN NO EVENT SHALL COMPANY BE LIABLE IN EXCESS OF THE SALES PRICE OF THE PRODUCT OR SERVICE FOUND DEFECTIVE.

## WATER RESOURCES

# Certificate of Completion



November 21, 2016

Mr. Dave Beach  
City of West University Place  
3826 Amherst  
West University Place, TX 77005

Re: **Certificate of Completion**  
Water Well No. 9 Rehabilitation  
City of West University Place, Texas  
HDR Job No.: 15-050

Dear Mr. Beach:

Based on our observation and to the best of our knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the Contract Documents.

Therefore, it is recommended that this project be accepted by the City of West University Place by issuing Layne Christensen Company a Certificate of Acceptance.

Sincerely,

HDR Engineering, Inc.

David Hunn, P.E.  
Senior Project Manager

DH/rs

hdrinc.com

4828 Loop Central Drive, Suite 800, Houston, TX 77081-2220  
T (713) 622-9264 F (713) 622-9265  
Texas Registered Engineering Firm F-754

# FUTURE AGENDA ITEMS

Shaded items are on immediate agenda

12/12/16	Advance Funding Agreement	Matters related to an Advance Funding Agreement for a Surface Transportation Program (STP) between the Texas Department of Transportation and the City of West University Place. <i>Recommended Action: Approve Agreement. Mr. Dave Beach, Public Works Director</i>
12/12/16	Water Well 9 Renovation Project	Matters related to closing out the Water Well 9 Renovation project. <i>Recommended Action: Accept Water Well No. 9 Renovation Project as completed and authorize Changer Orders with a net reduction of \$80,007.50 to the contract price. Mr. Dave Beach, Assistant Public Works Director</i>
12/12/16	City Manager's Evaluation/Contract	Matters related to City Manager's evaluation and contract. <i>Recommended Action: Discuss and take any desired action. City Council</i>
01/09/16	WWTP Clarifier Renovation	Matters related to the renovation of the WWTP clarifier. <i>Recommended Action: Authorize the City Manager to execute a contract with Evoqua Water Technologies. Mr. Dave Beach, Assistant Public Works Director</i>
01/23/16	Facilities Master Plan Update	Matters related to the Facilities Master Plan update. <i>Recommended Action: Discuss and take any desired action. Mr. Dave Beach, Public Works Director and Mr. Owen Rutz, Chair of the Facilities Master Plan Task Force</i>
01/23/17	Calling the General Election	Matters related to the 2017 election, including designating election precincts and the polling place. <i>Ms. Thelma A. Gilliam, City Secretary</i>
01/23/16	Joint Public Hearing (Building Site Designations)	Matters related to a joint public hearing for possible amendments to the Zoning Ordinance regarding building site designations; the definition of school use; curb cuts; and through lots. <i>Recommended Action: Hold Public Hearing. Ms. Debbie Scarcella, City Planner</i>
01/23/16	Joint Public Hearing (Parking Spaces)	Matters related a joint public hearing for an amendment to the zoning ordinance regarding the minimum number of parking spaces required in town center commercial district. <i>Recommended Action: Hold Public Hearing. Ms. Debbie Scarcella, City Planner</i>
TBD	Friends 2017 Projects	Matters related to funding of the Friends of West University Place Parks 2017 projects. <i>Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Concession Agreement at Colonial Park	Matters related to an agreement for concessions at Colonial Park. <i>Recommended Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Scout House Lease	Matters related to approval a lease between Houston Independent School District (HISD) and the City of West University Place (City) for the City's use of the Scout House. <i>Recommended Action: Authorize the City Manager to execute the lease agreement between the City and HISD for use of the Scout House. Ms. Susan White, Assistant Parks and Recreation Director</i>

TBD	Jennie Elizabeth Hughes Park (Approval of Final design)	Matters related to approval of the final design and authorization to proceed with construction of the Jennie Elizabeth Hughes Park. <i>Recommended Action: Approve the final design and authorize proceeding with construction of the Jennie Elizabeth Hughes Park. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Pending Litigation Matters	Matters related to an update by the City Attorney regarding the status of City litigation. <i>Mayor Susan Sample at the request of Councilmember Reilly</i>
TBD	Pier and Beams	Matters related to the City's Code of Ordinances as it relates to Pier and Beams. <i>Recommended Action: Discuss and take any desired action. Mayor Susan Sample</i>
TBD	Park Acquisition and Development	Matters related to a report from the Parks Board and staff regarding a presentation relating to current and previous parks surveys. <b>City Council</b>
TBD	Park Acquisition and Development	Matters related to the status of the work with the Evelyn's Park Conservancy and the planning efforts with CenterPoint. <b>Ms. Susan White, Assistant Parks and Recreation Director</b>
TBD	WU Rec Center Campus Parking Lot	Matters related to the proposed expansion of the parking lot on the ELPH Pipeline Property / West Side of the campus. <i>Recommended Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Safe Pedestrian Crossing	Matters regarding the investigation and installation of a safe pedestrian crossing at the railroad tracks on the north side of Bellaire Boulevard. <i>Recommended Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Evelyn's Park Development	Matters related to the development of Evelyn's park in Bellaire, including possibility of shared parking arrangements with the City of Bellaire for Evelyn's park. <i>Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Texas Ethics Commission Opinion	Matters related to a Texas Ethics Commission opinion relating to the content of articles written in <i>City Currents</i> . <i>Recommended Action: Discuss and take any desired action. Councilmember Brennan Reilly</i>
TBD	Parking Survey	Matters related to a parking survey. <i>Recommended Action: Discuss and take and desired action. Mr. Dave Beach, Public Works Director</i>
TBD	Town Center Zoning	Matters related to Town Center Zoning. <i>Recommended Action: Discuss and take any desired. City Council</i>
TBD	Poor Farm Ditch	Matters related to Poor Farm Ditch. <i>Recommended Action: Discuss and take any desired action. Mayor Susan Sample</i>
TBD	Buffalo Speedway	Matters related to Buffalo Speedway Replacement Project. <b>Mr. Chris Peifer, City Manager</b>