

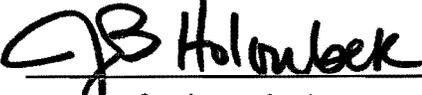
TIRZ 17 Redevelopment Authority  
Memorial City Redevelopment Authority  
Houston, Texas

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on Tuesday, February 25, 2014, at 7:30 a.m., in the HEB Community Room, 9710 Katy Freeway, Houston, Texas 77055, to discuss, and if appropriate, act upon the following items:

1. Call meeting to order, take attendance, and verify a quorum is present.
2. Comments from the public.
3. Approve minutes of Board of Directors meeting dated February 5, 2014.
4. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
5. Annual report regarding post-issuance compliance policy.
6. Accept annual disclosure statements for investment officer and bookkeeper.
7. Conduct annual review of Investment Policy and adopt Resolution Regarding Annual Review of Investment Policy.
8. Review, revise and adopt Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers with Whom the Authority May Engage in Investment Transactions.
9. Review and approve task order from Lockwood, Andrews, and Newnam, Inc. for engineering consulting services.
10. Local Interaction Group report and update.
11. Lumpkin Road Improvements Project, including:
  - a. Report from Memorial City Management District Chairman;
  - b. Discuss landscape amenities and lighting plan; and
  - c. Right of Entry and Maintenance Agreement with Houston Community College.
12. W140 Detention Basin Project, including:
  - a. Approve Escrow Agreement for detention pond maintenance;
  - b. Construction status of basin package (Phase II); and
  - c. Approval of time modifications, changes in work or pay applications (Phase II).
13. Barryknoll East Improvement Project, including:
  - a. Construction status; and
  - b. Approval of time modifications, changes in work or pay applications.
14. W-140 Channel Improvements Project, including:
  - a. Special presentation to Board regarding new channel configuration and next steps; and
  - b. Review and approve task order from Klotz and Associates for CIP #1734, "Detailed Design and Bid Phase Services."
15. Executive Director's Report.
16. Convene in Executive Session pursuant to Section 551.074, Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Don Huml at (713) 829-5720 or [donhuml@houstontirz17.org](mailto:donhuml@houstontirz17.org) at least 72 hours prior to the meeting so that appropriate arrangements can be made. For complaints or concerns regarding compliance with the Americans with Disabilities Act, please contact Don Huml, Executive Director for the Authority.

17. Reconvene in Open Session and authorize appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
18. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
19. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease, or value of real property.
20. Authorize appraisal and/or purchase of real property.
21. Adjournment.

  
Attorney for the Authority

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MINUTES OF THE BOARD OF DIRECTORS MEETING  
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority  
City of Houston, Texas

February 5, 2014

The Board of Directors (the "Board") of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the "Authority") met in regular session, open to the public, on February 5, 2014, in the Commons meeting room at HCC Spring Branch Campus, 1010 West Sam Houston Parkway, Houston, Texas.

Board members in attendance:

Ann T. Givens, Chair  
Brad Freels, Vice Chair  
Glenn Airola, Secretary  
Bob Tucker, Assistant Secretary  
Zachary R. Hodges, Director  
John Rickel, Director

Board members not in attendance:

David A. Hamilton, Director

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Michelle Lofton - ETI Bookkeeping Services  
Muhammad Ali - Lockwood, Andrews & Newnam, Inc. ("LAN")  
Trey Lary, Jessica Holoubek, and Kristen Hogan - Allen Boone Humphries Robinson LLP ("ABHR")  
Gary Struzick - Klotz Associates, Inc. ("Klotz")  
Amy Harbert - SWA Group

City of Houston representatives in attendance:

Ralph De Leon and Jack Valinski - City of Houston (the "City")

**1. Call Meeting to Order**

Having established that a quorum of the Board was present, Mr. Huml called the meeting to order.

**2. Public Comments**

Ms. Donna Freeman commented on the lack of detention ponds within the Authority. She reviewed a letter that she plans to send to various persons and entities.

Ms. Roberta Prazak commented on the Local Interaction Group meeting, including discussions about the Regional Drainage Study (“RDS”). She also commented on the monthly invoices from LAN and ABHR and director service on other boards.

Ms. Virginia Gregory commented on right-of-way acquisition matters, including the Authority’s prior agreement with the City related to same.

### **3. Minutes of December 3, 2013 Meeting**

The Board reviewed the minutes of the December 3, 2013, meeting. Following discussion, Director Hodges moved to approve the minutes as submitted. The motion was seconded by Director Freels and carried unanimously.

### **4. Financial and Bookkeeping Matters**

Ms. Lofton reviewed the financial reports for November and December and presented checks for payment by the Authority. Mr. Huml reviewed the contracts between the Authority and LAN. After review and discussion, Director Freels moved to approve the financial reports and payment of the bills presented. The motion was seconded by Director Givens and carried unanimously.

### **5. Local Interaction Group Report and Update**

Director Rickel inquired about the status of the RDS final report in response to public comments. Mr. Huml said the RDS is moving forward and a report should be issued soon following completion and review by LAN and Klotz. Director Givens clarified prior comments regarding the scope of the RDS. She encouraged members of the community to contact her or another Board member with any questions pertaining to Authority matters.

### **6. Terminate Agreement with Spring Branch Management District for Maintenance of Westview Esplanade**

Ms. Holoubek reported that Memorial City Management District (“MCMD”) has agreed to assume maintenance of the Westview esplanade improvements constructed by the Authority between Beltway 8 and Shadowdale, which are currently being maintained by Spring Branch Management District (“SBMD”). She said MCMD authorized execution of a letter to the City requesting that the Westview esplanade improvements be added to MCMD’s Maintenance Agreement with the City. The Board reviewed a proposed letter to SBMD terminating the agreement between the Authority and SBMD for maintenance of the esplanade improvements. Following discussion and

review, Director Givens moved to authorize execution of the letter to SBMD. The motion was seconded by Director Freels and carried unanimously.

## **7. Lumpkin Road Improvement Project**

Ms. Harbert reviewed three amenity design options prepared by SWA Group for Lumpkin Road landscaping and pedestrian lighting. She noted the pedestrian lighting options are for the west side of Lumpkin only. The Board discussed the portion of Lumpkin north of Westview that is not currently within the boundaries of City of Houston Tax Increment Reinvestment Zone No. 17 (the "Zone"), but is contemplated for annexation into the Zone. Mr. De Leon commented on the level of improvements constructed within management districts and consultant costs related to the project. Director Rickel discussed the budget for the Lumpkin Road amenity improvements and the possibility of constructing the project in phases, with the portion north of Westview to be completed in the future following annexation and coordination with the City. Mr. Huml discussed LAN's design of Lumpkin Road paving and drainage improvements to I-10 and the need to finalize a decision on landscaping and pedestrian lighting in order for LAN to finalize and submit its plans to the City. He reported on discussions with MCMD and SBMD regarding maintenance of Lumpkin Road improvements. The Board discussed using the MCMD's lighting standards and ensuring a commitment for maintenance of Lumpkin Road improvements constructed by the Authority. Discussion ensued regarding the options for Lumpkin Road landscaping and lighting amenity packages.

Director Rickel made a motion to authorize SWA Group to proceed with design of (1) a reduced scope for Option 3 landscaping from I-10 to Westview only and (2) Option C lighting. Director Tucker seconded the motion.

Director Airola entered the meeting. Discussion ensued regarding the landscaping and lighting included in each of the design options and the possibility of the MCMD paying the cost for the improvements in excess of City standards. Director Rickel then amended his motion to authorize SWA Group to proceed with design of (1) a reduced scope for Option 3 landscaping from I-10 to Westview only and (2) Option C lighting and to request the MCMD pay the cost for enhancements above City standards. Director Tucker seconded the amended motion, Director Hodges abstained, Director Givens voted nay, and the motion passed by a majority vote of three ayes and one nay.

Mr. Huml reviewed a Work Order No. 4 from SWA Group for detailed design and bidding phase services for the Lumpkin Road amenity improvements for \$72,450. The Board concurred to table consideration of Work Order No. 4, pending determination of the fee for the revised scope of landscaping work.

Mr. Ali reviewed a Memorandum of Understanding from the City regarding Westview Road Detention Basin maintenance. Mr. Ali reported that although the detention basin is located outside of the Zone boundaries, it serves land within the Zone. In response to questions, Mr. Ali said the construction contract for the pond excavation includes a 2-year maintenance period before the City assumes maintenance. Upon discussion and review, Director Rickel moved to approve the Memorandum of Understanding from the City. Director Tucker seconded the motion, which passed unanimously.

Mr. Huml said the attorneys for the Authority and Houston Community College are working on a Right of Entry and Maintenance Agreement. The Board tabled this item.

Ms. Harbert quoted a revised fee of \$60,000 for Work Order No. 4 from SWA Group, based on the reduced scope of work for the Lumpkin Road landscaping improvements. After review and discussion, Director Rickel moved to approve Work Order No. 4 in the revised amount not to exceed \$60,000. Director Freels seconded the motion, which passed by unanimous vote.

Mr. Huml reviewed a proposal for a phase II environmental assessment of the Lumpkin detention basin for an initial cost of approximately \$7,000 if no hazardous materials are discovered. Mr. Ali responded to questions from the Board regarding the phase I assessment previously conducted and the City's requirements to remediate any environmental issues in connection with construction on City property. After review and discussion, Director Freels moved to approve the proposal for a limited phase II environmental assessment. Director Rickel seconded the motion, which passed unanimously.

## **8. W140 Detention Basin Project**

Mr. Ali updated the Board regarding the Briar Branch detention basin package by L.N. McKean, Inc. He reviewed and recommended payment of Pay Estimate No. 4 in the amount of \$185,250. Following review and discussion and based upon the engineer's recommendation, upon a motion made by Director Tucker and seconded by Director Freels, the Board voted unanimously to approve Pay Estimate No. 4 in the amount of \$185,250 to L.N. McKean, Inc.

## **9. Barryknoll East Improvement Project**

Mr. Ali updated the Board on the Barryknoll East Roadway and Drainage Improvement Project by Texas Sterling Construction Co. ("Texas Sterling"). He reviewed and recommended payment of Pay Estimate No. 8 in the amount of \$68,177.13. Following discussion and review and based upon the engineer's

recommendation, Director Hodges moved to approve Pay Estimate No. 8 in the amount of \$68,177.13 to Texas Sterling. The motion was seconded by Director Freels and carried unanimously.

**10. Executive Director's Report**

Mr. Huml reported regarding his work for the Authority during December and January and reviewed a schedule of projects in progress. He reported on possible grant opportunities and progress on the website updates. He also reported on a change in HEB's rules for use of its meeting room and said the Authority will need to alternate meeting locations or identify a new meeting location.

**11. Discuss Employment Review and Compensation Committee**

Mr. Huml left the meeting. Director Givens discussed the timing for Mr. Huml's employment review. The Board considered appointing a compensation committee to review Mr. Huml's performance. After discussion, the Board agreed the committee should be comprised of Directors Givens, Hamilton, and Airola. Director Givens asked each Board member to send her their comments on Mr. Huml's performance. Mr. Huml then re-entered the meeting.

**12. Convene in Executive Session Pursuant to Section 551.072, Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property**

At 5:06 p.m., Director Givens announced the Board will meet in executive session to deliberate the purchase, exchange, lease or value of real property.

**13. Convene in Open Session and Authorize Appropriate Action Regarding the Purchase, Exchange, Lease or Value of Real Property**

At 6:16 p.m., Mr. Huml announced the Board will reconve in open session.

**14. Authorize Offer to Purchase Real Property**

Director Hodges moved to authorize the negotiation and execution of a purchase and sale agreement for a certain tract of real property. Director Givens seconded the motion. Upon Director Rickel's request for a record vote on the motion, Directors Givens, Hodges, and Airola voted aye, Directors Rickel and Tucker voted nay, and Director Freels abstained. Thus, the motion passed by majority vote of three ayes and two nays.

Director Airola then moved to authorize offers to purchase right-of-way dedication on two tracts of real property and drainage easements on two tracts of real

property. Director Freels seconded the motion, Director Hodges abstained, and the motion passed by a vote of five ayes and no nays.

**15. Adjournment**

There being no additional matters for the Board's consideration, the meeting was adjourned.

Approved:

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Secretary, Board of Directors  
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority  
City of Houston, Texas

**Memorial City Redevelopment Authority**  
**Cash Management Report**  
**January 31, 2014**

**ETI BOOKKEEPING SERVICES**  
 17111 ROLLING CREEK DRIVE SUITE 108  
 HOUSTON TX 77090  
 TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2014

**Summary**

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			<u>Total</u>
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	
Beginning Balance	14,610,987.64	16,736,512.11	887,290.82	32,234,790.57
Revenue	1,838.99	2,862.46	22.91	4,724.36
Expenditures	19,622.28	578,620.26	0.00	598,242.54
Ending Balance	14,593,204.35	16,160,754.31	887,313.73	31,641,272.39

**NOTES**

Debt Service Payments due in Fiscal Year End 2014:

Date	Series	Principal	Interest	Total
9/1/2013	2008	410,000.00	189,792.50	599,792.50
9/1/2013	2011	520,000.00	170,752.00	690,752.00
9/1/2013	2011A	1,630,000.00	567,875.00	2,197,875.00
3/1/2014	2008	-	180,670.00	180,670.00
3/1/2014	2011	-	161,184.00	161,184.00
3/1/2014	2011A	-	536,497.50	536,497.50
			<b>Total FYE 2014</b>	<b>4,366,771.00</b>

## General Operating Fund

<b>BEGINNING BALANCE:</b>		<b>14,610,987.64</b>
 <b>REVENUE:</b>		
Checking Interest - Bank of America	1,734.43	
Texpool Interest	20.85	
Wells Fargo/TexSTAR (Surplus Funds) Interest	83.71	
Voided Check (s)	0.00	
<b>Total Revenue:</b>		<b>1,838.99</b>
 <b>DISBURSEMENTS:</b>		
Checks Presented At Last Meeting	5,252.50	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,117.82	
Direct Deposit Payroll	7,694.86	
Payroll Taxes	1,607.84	
Employee Benefits	2,750.00	
Employee Expenses	1,199.26	
<b>Total Expenditures</b>		<b>19,622.28</b>
 <b>Ending Balance:</b>		 <b>14,593,204.35</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*9516	0.2000	10,199,964.06
TexPool	*0001	0.0273	895,026.65
Wells Fargo *	TexSTAR Surplus Funds	0.3030	3,250,752.38
Texas Exchange Bank CD	*3601	0.7500	247,461.26
		<b>Total</b>	<b>14,593,204.35</b>
Certificate of Deposit	CD *4215	Term: 12 Months	Matures: 09/29/2014

**Memorial City Redevelopment Authority  
Checks Presented February 25, 2014**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
1376	Abatix Corp.	Office Expense	-24.41
1377	Allen Boone Humphries Robinson LLP	Legal Fee	-5,215.94
1378	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1379	ETI Bookkeeping Services	Bookkeeping Fee	-1,233.86
1380	Marsh Darcy Partners, Inc	Office Lease	-1,157.77
			<b>-8,031.98</b>

## Capital Projects Fund

<b>BEGINNING BALANCE</b>		<b>16,736,512.11</b>
 <b>REVENUE</b>		
Checking Interest - Bank of America	2,854.50	
TexPool Interest	7.96	
Voided Check(s)	0.00	
<b>Total Revenue</b>		<b>2,862.46</b>
 <b>EXPENDITURES</b>		
Checks Presented at Last Meeting	576,752.76	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,867.50	
<b>Total Expenditures</b>		<b>578,620.26</b>
 <b>ENDING BALANCE</b>		 <b>16,160,754.31</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.2000	15,816,390.72
Tex Pool	*0003	0.0273	344,363.59
<b>Total</b>			<b>16,160,754.31</b>

**Memorial City Redevelopment Authority  
Checks Presented February 25, 2014**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
10208	Allen Boone Humphries Robinson LLP	Legal Fee	-11,301.47
10209	Gunda Corporation	Project Engineer	-8,000.00
10210	L.N. McKean, Inc.	Pay Estimate No. 5	-688,422.25
10211	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-264,564.14
10212	Rapid Research, Inc.	Abstractor's Certificate	-1,045.13
10213	Texas Sterling Construction Co.	Pay Estimate No. 9	-101,158.00
10214	SWA Group	Landscape Architect Services	-3,360.00
<b>Total</b>			<b>-1,077,850.99</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>887,290.82</b>
 <b>REVENUE</b>		
Wells Fargo/TexSTAR (2008 DSF) Interest	22.64	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.27	
<b>Total Revenue</b>		<b>22.91</b>
 <b>EXPENDITURES</b>		
2008 Debt Service Interest Payment	0.00	
2008 Debt Service Principal Payment	0.00	
<b>Total Expenditures</b>		<b>0.00</b>
 <b>ENDING BALANCE</b>		 <b>887,313.73</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0303	878,966.99
Wells Fargo *4603	TexSTAR DS Reserve	0.0303	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0303	8,074.57
		<b>Total</b>	<b>887,313.73</b>

Memorial City Redevelopment Authority  
Investment Report  
January 31, 2014

**SCHEDULE OF INVESTMENTS**

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance			Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.	Book			Market	N.A.V.	Book
GOF	TexPool	0.0273	898,982.03	1.00003	898,955.06	20.85	(3,949.26)	895,053.50	1.00003	895,026.65
GOF	Wells Fargo/ TexStar	0.0303	3,250,831.20	1.00005	3,250,668.67	83.71	(0.00)	3,250,908.42	1.000048	3,250,752.38
CPF	TexPool	0.0273	344,365.96	1.00003	344,355.63	7.96	0.00	344,373.92	1.00003	344,363.59
DSF	Wells Fargo/ TexStar DSF	0.0303	878,988.30	1.00005	878,944.35	22.64	0.00	879,009.18	1.000048	878,966.99
DSF	Wells Fargo/ TexStar Res.	0.0303	272.18	1.00005	272.17	0.00	0.00	272.18	1.000048	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0303	8,074.70	1.00005	8,074.30	0.27	(0.00)	8,074.96	1.000048	8,074.57

Certificates of Deposit

Fund	Location Of Assets	Interest Rate	Purchase Value	Term	Maturity Date	Beginning Balance	Deposits or (Withdrawals)	Interest Earned	Ending Balance
GOF	TX Exch *3601	0.7500	245,000.00	12 Months	9/29/2014	247,461.26	0.00	0.00	247,461.26

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Bank of America	26,016,354.78	Federal Reserve	32,073,594	FNMS	32,159,207	32,073,594

Certification:

The District's investments are in compliance with the investment strategy as expressed in the District's Investment Policy and the Public Funds Investment Act.

*Michelle Jyster*  
Bookkeeper

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Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Don Huml	4/30/2013	10/26/2013

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
**January 2014**

	January			Year To Date (7 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
1000 · Income							
8223 · Interest Income	4,725	5,794	-1,069	38,484	40,561	-2,077	69,533
<b>Total 1000 · Income</b>	<b>4,725</b>	<b>5,794</b>	<b>-1,069</b>	<b>38,484</b>	<b>40,561</b>	<b>-2,077</b>	<b>69,533</b>
6-4320 · Increment Collections	0	0	0	5,572	0	5,572	10,170,258
<b>Total Income</b>	<b>4,725</b>	<b>5,794</b>	<b>-1,069</b>	<b>44,056</b>	<b>40,561</b>	<b>3,495</b>	<b>10,239,791</b>
<b>Expense</b>							
<b>3335 · Management Consulting Services</b>							
6320 · Legal	5,216	3,333	1,883	20,695	23,333	-2,638	40,000
6322 · Eng Consultant/General Prof.Svc	0	4,167	-4,167	9,905	29,167	-19,262	50,000
6337 · Construction Audit	0	0	0	0	0	0	10,000
6343 · Other	74	0	74	2,890	0	2,890	0
<b>Total 3335 · Management Consulting Services</b>	<b>5,290</b>	<b>7,500</b>	<b>-2,210</b>	<b>33,490</b>	<b>52,500</b>	<b>-19,010</b>	<b>100,000</b>
<b>5650 · Transfers</b>							
6430 · Municipal Services	0	0	0	0	0	0	490,000
<b>Total 5650 · Transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>490,000</b>
<b>5706 · Debt Service</b>							
5707 · Principal	0	0	0	2,560,000	2,560,000	0	2,560,000
5708 · Interest	0	0	0	928,420	928,420	0	1,806,771
<b>5710 · Other Debt Items</b>							
5710c · Trustee Fee	0	0	0	7,000	0	7,000	0
<b>Total 5710 · Other Debt Items</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,000</b>	<b>0</b>	<b>7,000</b>	<b>0</b>
<b>Total 5706 · Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,495,420</b>	<b>3,488,420</b>	<b>7,000</b>	<b>4,366,771</b>
6-6420 · City of Houston Admin Fee	0	0	0	0	0	0	508,513
<b>6300 · Administration &amp; Overhead</b>							
6300a · FDIC Assessment Fee	2,985	0	2,985	22,825	0	22,825	0
6321 · Auditor	0	0	0	18,500	0	18,500	17,000
6333 · Bookkeeping/Accounting	950	875	75	6,955	6,125	830	10,500
6340 · Administration Salaries/Benefit	11,917	11,833	84	72,417	82,833	-10,416	142,000
6344 · Bond Svcs/Trustee/FA	400	400	0	2,800	2,800	0	4,800
6350 · Office Expense	24	1,250	-1,226	9,467	8,750	717	15,000
6351 · Office Lease	1,158	1,250	-92	7,734	8,750	-1,016	15,000
6353 · Insurance	0	0	0	3,989	0	3,989	45,000
6560 · Payroll Expenses	145	0	145	949	0	949	0
<b>Total 6300 · Administration &amp; Overhead</b>	<b>17,579</b>	<b>15,608</b>	<b>1,971</b>	<b>145,636</b>	<b>109,258</b>	<b>36,378</b>	<b>249,300</b>
6454 · Groundbreaking Ceremony	0	0	0	948	0	948	0
<b>7000 · Capital Expenditure</b>							
1701 · Gessner Widening	0	0	0	127	0	127	0
1702 · Bunker Hill Widening	0	0	0	127	0	127	0

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
January 2014

	January			Year To Date (7 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1709 · Lumpkin I-10 Westview	147,805	141,667	6,138	573,505	991,667	-418,162	1,700,000
1712 · Bunker Hill S Drainage & Mobil	0	0	0	5,939	0	5,939	0
1713 · Memorial near Bwy 8 Drainage	0	0	0	127	0	127	0
1714 · Frostwood & Kingsride Drainage	0	0	0	9,789	0	9,789	0
1715A · Barryknoll East Drainage	127,175	515,293	-388,118	1,548,837	3,607,048	-2,058,211	6,183,510
1715B · Barryknoll West Drainage	4,929	13,833	-8,904	19,315	96,833	-77,518	166,000
1717 · Town & Country W. Drain/Mobil	57,827	183,333	-125,506	186,046	1,283,333	-1,097,287	2,200,000
1718 · Kimberly near Bwy 8 Drainage	0	0	0	127	0	127	0
1722 · Town & Country Blv Signalizatn	8,000	41,667	-33,667	29,661	291,667	-262,006	500,000
1724 · Gessner at Barryknoll Intersec.	0	0	0	127	0	127	0
1725 · Parks & Green Space Improv.	1,260	41,667	-40,407	7,872	291,667	-283,795	500,000
1726 · West Bough Roadway Improvements	0	0	0	127	0	127	0
1727 · N.Gessner Thoroughfare	0	0	0	127	0	127	0
1728 · Westview at Lumpkin Enhancement	215	0	215	802	0	802	0
1731A · Detention Basin & W-140 Bridge	723,990	183,333	540,657	3,526,654	1,283,333	2,243,321	2,200,000
1731B · Memorial Drainage & Mobility	0	0	0	127	0	127	0
1732A · N Gessner Drainage & Mobility	0	0	0	7,496	0	7,496	0
1732B · N.Gessner Drainage & Mobility	0	0	0	222	0	222	0
1733A · N.Witte Drainage & Mobility	0	0	0	20,627	0	20,627	0
1733B · N.Witte Drainage & Mobility (B)	0	0	0	127	0	127	0
1734 · W140 Channel Improvements	6,576	46,333	-39,757	176,940	324,333	-147,393	556,000
1735 · Detention Basin	0	1,250,000	-1,250,000	71,000	8,750,000	-8,679,000	15,000,000
<b>Total 7000 · Capital Expenditure</b>	<b>1,077,777</b>	<b>2,417,126</b>	<b>-1,339,349</b>	<b>6,185,848</b>	<b>16,919,881</b>	<b>-10,734,033</b>	<b>29,005,510</b>
<b>Total Expense</b>	<b>1,100,646</b>	<b>2,440,234</b>	<b>-1,339,588</b>	<b>9,861,342</b>	<b>20,570,059</b>	<b>-10,708,717</b>	<b>34,720,094</b>
<b>Net Income</b>	<b>-1,095,921</b>	<b>-2,434,440</b>	<b>1,338,519</b>	<b>-9,817,286</b>	<b>-20,529,498</b>	<b>10,712,212</b>	<b>-24,480,303</b>



ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

# Invoice

Date	Invoice #
2/1/2014	6981

Bill To
TIRZ 17 Redevelopment Authority P.O. Box 73109 Houston, Texas 77273

Description	Qty	Rate	Amount
Bookkeeping		850.00	850.00
Payroll		100.00	100.00
Additional Reporting		100.00	100.00
Quarterly SEP		50.00	50.00
Couriers		133.86	133.86

	<b>Total</b>	\$1,233.86
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,233.86

Don Huml: Executive Director

Reviewed: *Don Huml*

Date: 02-18-17

Code: 6333

Amount: \$1,233.86

Marsh Darcy Partners, Inc.  
8955 Katy Freeway  
Suite 215  
Houston, TX 77024

Invoice #: 1667  
Date: 2/15/2014

Bill To:

ETI Accounting Services  
Attn: Michelle Lofton  
JOB:Memorial City Redevelopment Authority  
P.O. Box 73109  
Houston, TX 77273

Terms: Due on receipt

Item	Description	#	Rate	Date	Amount
Photocopies (color) + 8.5"x1...	Photocopies (color) over 11"x17" in house price per page.	25	1.15		28.75

Don Huml: Executive Director

Reviewed: *ML*

Date: 02-18-14

Code: 6351

Amount: \$1,157.77

**Total Due \$1,157.77**

Thank you for your business.

Phone #	Fax:	Web Site
(713) 647-9880	(713) 647-6448	www.marshdarcypartners.com

Marsh Darcy Partners, Inc.  
8955 Katy Freeway  
Suite 215  
Houston, TX 77024

Invoice #: 1667  
Date: 2/15/2014

**Bill To:**

ETI Accounting Services  
Attn: Michelle Lofton  
JOB:Memorial City Redevelopment Authority  
P.O. Box 73109  
Houston, TX 77273

Terms: Due on receipt

Item	Description	#	Rate	Date	Amount
Rent	Rent for March 2014		750.00		750.00
Jan Buehler	Assist Don Huml: Color Prints 5 of 11x17 from PDF.	0.25	50.00	1/16/2014	12.50
Jan Buehler	Assist Don Huml: printing from 3 PDFs.	0.25	50.00	1/21/2014	12.50
Jan Buehler	Assist Don Huml: printing 11x17s from PDFs.	0.25	50.00	1/22/2014	12.50
Jan Buehler	Assist Don Huml: print 10 color 11x17 from 1 PDF.	0.25	50.00	1/30/2014	12.50
Jan Buehler	Assist Don Huml: print 2-sided 139 pg package from Zipsend download.	0.25	50.00	2/3/2014	12.50
Jan Buehler	Assist Don Huml: Printing from PDF. Notarize DHuml signature.	0.25	50.00	2/6/2014	12.50
Jan Buehler	Assist Don Huml: Color scan of 6pg doc; color print 2 copies of same.	0.25	50.00	2/11/2014	12.50
Jan Buehler	Assist Don Huml: Arrange for BeeLine Courier to COH/Ralph DeLeon and to ETI/Michelle Lofton for 2.13.2014	0.25	50.00	2/12/2014	12.50
Jan Buehler	Assist Don Huml: Print 10 color 11x17 from PDF	0.25	50.00	2/14/2014	12.50
	Labor Subtotal				862.50
Reimb Group	City of Houston via Bee-Line Delivery Service		10.66	2/13/2014	10.66
	ETI Bookkeeping via Bee-Line Delivery Service		27.06	2/13/2014	27.06
	Total Reimbursable Expenses				37.72
Photocopies black & white	Photocopies (black & white) in house Price per page	2,198	0.10	2/15/2014	219.80
Photocopies (color) 8.5"x11"	Photocopies (color) 8.5"x11" in house price per page.	12	0.75		9.00

Thank you for your business.

**Total Due**

Phone #	Fax:	Web Site
(713) 647-9880	(713) 647-6448	www.marshdarcypartners.com

# Rapid Research, Inc.

c/o Amy C. Swanson  
 15 Ferris Crk.  
 San Antonio, TX 78254  
 210-823-6622

# Invoice

Date	Invoice #
1/23/14	3462

### Bill To

Allen Boone Humphries Robinson LLP  
 3200 Southwest Frwy., Ste 2600  
 Houston, TX 77027

**WE HAVE A NEW ADDRESS!  
 PLEASE UPDATE YOUR  
 RECORDS ACCORDINGLY.  
 Thank-you!**

Terms	Job Number	Job Reference	Ordered By	
Net 15	MEM001-03	Mem City Redev. Authority	Sarah Shannon	
Description		Qty	Rate	Amount
For professional services rendered in research and creation of partial abstractor's certificate - ownership and liens		7	135.00	945.00
Copies purchased		74	1.25	92.50T
NOTE: PLEASE PROVIDE A COPY OF YOUR TAX EXEMPTION CERTIFICATE WITH YOUR PAYMENT IF THE TAXES SHOWN DO NOT APPLY				
Sales Tax			8.25%	7.63
<p>Don Huml: Executive Director                  Reviewed: <u><i>[Signature]</i></u>                  Date: <u>02-18-14</u>                  Code: <u>7000 - 1709</u>                  Amount: <u>\$1,045.13</u></p>				

Thank you for using Rapid Research, Inc. It's been a pleasure working with you!

<b>Balance Due</b>	<b>\$1,045.13</b>
--------------------	-------------------

# INVOICE

**ABATIX** EXPERIENCE THE DIFFERENCE.  
www.abatix.com

Abatix Corp.  
2400 Skyline Drive  
Suite 400  
Mesquite, TX 75149

BRANCH: 110 Houston

BILL TO: 159548  
9855 1 AB 0.384 E0024X 10041 D860182775 P1777553 0001:0001

SHIP TO:

MEMORIAL CITY REDEVELOPMENT AUTHORITY  
8955 KATY FWY STE 215  
HOUSTON TX 77024-1626

Memorial City Redevelopment Authority  
8955 Katy Freeway Suite 215  
Houston, TX 77024

INVOICE NUMBER	
7055067	
INVOICE DATE	PAGE
1/7/2014 16:42:58	Page 1 of 1
ORDER NUMBER	
2073704	

PO NUMBER	TERMS DESCRIPTION	NET DUE DATE	DISC DUE DATE	DISCOUNT AMOUNT	
check#1368 paid in full	COD	01/07/2014	01/07/2014	0.00	
ORDER DATE	PICK TICKET NO	PRIMARY SALES REP	TAKER		
12/6/2013 12:58:00	5182426	Team Houston	CAYE SMITH		
QUANTITIES		Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Item Description	Unit Size

Order Note: due to ship from MSA 1/7/14

Delivery Instructions: call Don when in  
Carrier: UPS Ground

Tracking Number: 1Z7X73640360949875

1.00	1.00	0.00	EA	1.0 MSA SET-UP CHR9 2-COLOR Logo Set-Up Charge, 2 Color	EA 1.0000	195.0000	195.00
20.00	20.00	0.00	EA	1.0 MSA475358-TRZ17LOGO Cap, White Fas-Trac Sus. w/TRZ17 Logo	EA 1.0000	33.0000	660.00

SUB-TOTAL: 855.00  
TOTAL FREIGHT: 15.17  
TAX: 0.00  
DOWNPAYMENT: -845.76  
AMOUNT DUE: 24.41

Don Huml: Executive Director

Reviewed: [Signature]

Date: 02-18-14

Code: 6350

Amount: \$24,41



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PLEASE REMIT PAYMENT TO: TOTAL AMOUNT DUE

Abatix Corp.  
PO Box 671202  
Dallas, TX 75267-1202

24.41

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

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February 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

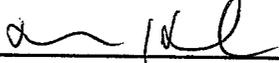
	Client/Matter:	MEM001-01
	Statement Number:	64961
General	Billing Attorney:	Trey Lary

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## REMITTANCE PAGE

Fees for services posted through February 14, 2014	5,107.50
Expenses and Other Items posted through February 14, 2014	108.44
<b>Total Amount Due:</b>	<b>\$5,215.94</b>

Don Huml: Executive Director

Reviewed: 

Date: 02-18-14

Code: 6320

Amount: \$5,215.94

Please return this page with your payment to the remittance address below:

Allen Boone Humphries Robinson LLP  
PO Box 4346  
Department 90  
Houston, TX 77210-4346

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Please include the invoice number on your check  
Total amount payable in U.S. dollars

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

February 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton  
ETI Bookkeeping Services  
17111 Rolling Creek Drive, Suite 108  
Houston, TX 77090

Client/Matter: MEM001-01  
Statement Number 64961  
Billing Attorney: Trey Lary

### General

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#### Professional Fees

Fees for services posted through February 14, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b>General</b>			
01/13/14	Lisa Kulhanek	Research letter of intent as requested	0.25
01/15/14	Jessica Holoubek	Telephone conference with Ann Givens regarding employment matters	0.25
01/17/14	Kristen Hogan	Review meeting file; seal documents approved by the Board at the previous meeting; disburse documents as appropriate	1.25
01/20/14	Kristen Hogan	Work on draft Agenda for January meeting; draft documents for same	0.75
01/20/14	Jessica Holoubek	Work on agenda draft	0.50
01/21/14	Karen Anderson	Revise agenda for the January 28, 2014 meeting	0.25
01/21/14	Kristen Hogan	Correspondence to finalize January meeting agenda	0.25
01/21/14	Jessica Holoubek	Work on agenda draft	0.25
01/22/14	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	1.00
01/22/14	Kristen Hogan	Draft letter to Spring Branch Management District terminating Agreement for Maintenance of Westview esplanade.	0.25
01/22/14	Jessica Holoubek	Prepare termination letter to SBMD regarding maintenance of Westview	0.25
01/24/14	Jessica Holoubek	Travel to and attend meeting with Don Huml and Ann Givens to discuss Board of Directors agenda	1.00
01/26/14	Jessica Holoubek	Follow up with Ann Givens regarding "Seven Conditions" letter	0.25

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Allen Boone Humphries Robinson LLP

February 17, 2014

01/27/14	Kristen Hogan	Prepare for Board meeting; prepare and organize documents for signature; prepare draft minutes	1.50
01/27/14	Jessica Holoubek	Telephone conference with Don Huml and with Trey Lary with the Firm regarding legal issues relating to annexation	0.50
01/27/14	Trey Lary	Work with Jessica Holoubek on potential annexation	0.25
01/30/14	Jessica Holoubek	Work on Board of Directors meeting agenda	0.25
01/31/14	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	1.00
01/31/14	Kristen Hogan	Finalize agenda for February 5, 2014, meeting.	0.25
01/31/14	Trey Lary	Prepare for Board meeting	0.25
02/04/14	Karen Anderson	Receive and review posting certificate regarding January 28, 2014 in-District posting of agenda; check calendar to verify notice of meeting was posted in accordance with the Open Meeting Act	0.25
02/04/14	Jessica Holoubek	Research and follow up to answer questions regarding quorum from John Rickel	0.50
02/05/14	Kristen Hogan	Travel to and attend Board meeting.	1.50
02/05/14	Jessica Holoubek	Prepare for and attend Board of Directors meeting	1.50
02/05/14	Trey Lary	Prepare for and attend Board meeting	1.00
02/05/14	Angela Lutz	Discuss and follow up on research regarding executive session items.	0.25
02/07/14	Jessica Holoubek	Telephone conference with Ann Givens regarding Board of Directors meeting follow up	0.50
02/10/14	Jessica Holoubek	Telephone conference with Don Huml regarding Board of Directors meeting follow up	0.25

<i>Total Task Hours:</i>	16.25
<i>Total Task Amount:</i>	\$5,107.50
<b>Total Fees:</b>	<b>\$5,107.50</b>

**Expenses and Other Items**

Expenses and Other Items posted through February 14, 2014, as follows:

10/30/13	JNH	Archive Retrieval	33.48
01/22/14	JNH	Photocopy Charges	0.15
01/22/14	JNH	Courier charges; City Secretary's Office	20.50
01/22/14	JNH	Photocopy Charges	0.15
01/24/14	JNH	Mileage expense	12.43
01/31/14	JNH	Photocopy Charges	0.45
01/31/14	JNH	Photocopy Charges	0.30
01/31/14	JNH	Courier charges: City Secretary's Office	17.00
01/31/14	JNH	Photocopy Charges	0.15
01/31/14	JNH	Photocopy Charges	0.75
02/05/14	JNH	Photocopy Charges	3.00
02/05/14	JNH	Photocopy Charges	1.50

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02/05/14	JNH	Mileage expense	12.43
02/12/14	JNH	Photocopy Charges	6.15
Total Expenses and Other Items:			<u>108.44</u>

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>
General	16.25	5,107.50

Total Fees:	\$5,107.50
Total expenses and other items:	<u>\$108.44</u>
<b>Total Amount Due:</b>	<b>\$5,215.94</b>

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

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February 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

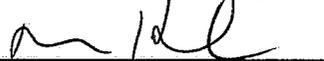
	Client/Matter:	MEM001-03
	Statement Number:	64962
Projects	Billing Attorney:	Trey Lary

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## REMITTANCE PAGE

Fees for services posted through February 14, 2014	11,227.50
Expenses and Other Items posted through February 14, 2014	73.97
<b>Total Amount Due:</b>	<b>\$11,301.47</b>

Don Huml: Executive Director

Reviewed: 

Date: 02-18-14

Code: 7000

Amount: \$11,301.47

*Please return this page with your payment to the remittance address below:*

Allen Boone Humphries Robinson LLP  
PO Box 4346  
Department 90  
Houston, TX 77210-4346

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Total amount payable in U.S. dollars*

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

February 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton  
ETI Bookkeeping Services  
17111 Rolling Creek Drive, Suite 108  
Houston, TX 77090

Client/Matter: MEM001-03  
Statement Number 64962  
Billing Attorney: Trey Lary

## Projects

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### Professional Fees

Fees for services posted through February 14, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b><u>Barryknoll East Drainage - 1715A</u></b>			
01/17/14	Jessica Holoubek	Review notice of subcontractor claim and follow up regarding the same	0.25
01/22/14	Jessica Holoubek	Receive and review email correspondence, and follow up with Don Huml regarding AT&T delays on Barryknoll Lane	0.25
01/23/14	Kristen Hogan	Review letter from subcontractor regarding a labor and/or materials claim; prepare response letter and attach copy of Payment Bond	0.25
02/05/14	Kristen Hogan	Travel to and attend Board meeting.	0.75
02/05/14	Jessica Holoubek	Attend Board of Directors meeting	0.25
02/05/14	Trey Lary	Prepare for and attend Board meeting to work on project	0.25
			<i>Total Task Hours:</i> 2.00
			<i>Total Task Amount:</i> \$670.00

### **Detention Basin & W-140 Bridge - 1731A**

01/20/14	Jessica Holoubek	Review post closing agreement and discuss fence installation with working group; follow up with bookkeeper regarding escrow requirement	0.50
01/24/14	Jessica Holoubek	Attend meeting to discuss Board of Directors agenda regarding project	0.50
02/05/14	Jessica Holoubek	Attend Board of Directors meeting	0.25
02/05/14	Trey Lary	Prepare for and attend Board meeting to work on project	0.25
02/07/14	Jessica Holoubek	Work with bookkeeper regarding escrow agreement for detention pond maintenance	0.25

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Allen Boone Humphries Robinson LLP

February 17, 2014

02/11/14	Jessica Holoubek	Work regarding escrow agreement for pond maintenance	0.25
02/13/14	Jessica Holoubek	Receive and review various email correspondence regarding maintenance escrow	0.25
<i>Total Task Hours:</i>			2.25
<i>Total Task Amount:</i>			\$932.50

**Lumpkin I-10 Westview - 1709**

01/07/14	Kristen Hogan	Review Authority Files for information regarding prior offer to purchase real property	0.50
01/13/14	Jessica Holoubek	Work on matters regarding right-of-way acquisition	0.75
01/14/14	Jessica Holoubek	Discuss property value with James Vick	0.25
01/16/14	Jessica Holoubek	Telephone conference with Don Huml and follow up regarding property acquisition	0.75
01/16/14	Sarah A. Shannon	Attention to review of metes and bounds for fee conveyances and easement conveyances. Attention to items needed for ownership and lien certificate request and email request for same.	1.00
01/20/14	Jessica Holoubek	Receive and review correspondence from Home Depot Counsel; follow up regarding HCC improvements	0.50
01/24/14	Jessica Holoubek	Attend meeting to discuss Board of Directors agenda regarding project	0.25
01/24/14	Sarah A. Shannon	Attention to review of ownership and lien certificates for ROW and Easement acquisitions. Email correspondence to Jessica Holoubek regarding same.	1.75
01/26/14	Jessica Holoubek	Work on matters regarding property acquisition and follow up with Home Depot attorney	0.50
01/26/14	Jessica Holoubek	Draft Right of Entry and Maintenance Agreement for HCC improvements	1.50
01/27/14	Jessica Holoubek	Telephone conference with Don Huml and with Trey Lary with the Firm regarding annexation; review director conflict affidavit	0.75
01/27/14	Trey Lary	Work on project with Jessica Holoubek	0.50
01/27/14	Sarah A. Shannon	Attention to ROW and Easement Acquisition ownership packages and email correspondence to Jessica Holoubek regarding same.	0.75
01/29/14	Jessica Holoubek	Telephone conference with Ann Givens regarding project; telephone conference with Mary Buzak regarding the same; telephone conference with Don Huml regarding the same	0.75
01/30/14	Jessica Holoubek	Follow up with Don Huml to answer questions regarding public participation; follow up regarding HCC seating area design and maintenance	0.50
01/31/14	Jessica Holoubek	Telephone conference with Mary Buzak regarding project	0.50
02/04/14	Jessica Holoubek	Telephone conference with engineer regarding project; work on HCC right of entry agreement	1.00
02/05/14	Kristen Hogan	Prepare copies of right-of-way acquisition chart and back-up. Travel to and attend Board meeting.	1.75
02/05/14	Jessica Holoubek	Work on matters regarding property acquisition; receive and	2.50

		review comments to HCC right of entry; attend Board of Directors meeting to discuss project	
02/05/14	Trey Lary	Prepare for and attend Board meeting to work on project	1.00
02/07/14	Jessica Holoubek	Telephone conference with Don Huml regarding property acquisition	0.25
02/11/14	Jessica Holoubek	Prepare amended offer letter to Home Depot and telephone conference with attorney regarding the same	0.50
02/12/14	Jessica Holoubek	Review comments to construction easement for HCC	0.50
02/13/14	Jessica Holoubek	Work on HCC temporary right of entry	1.00
02/14/14	Jessica Holoubek	Discuss project with Trey Lary with the Firm	0.25

*Total Task Hours:* 20.25  
*Total Task Amount:* \$7,355.00

**Town & Country W. Drain/Mobil - 1717**

01/15/14	Jessica Holoubek	Telephone conference with Ann Givens regarding meeting with City of Houston, Texas	0.25
01/24/14	Jessica Holoubek	Attend meeting to discuss Board of Directors agenda regarding project	0.50
01/29/14	Jessica Holoubek	Telephone conference with Don Huml regarding project	0.25
01/30/14	Susan Hostetler	Research regarding upcoming meeting regarding Town & Country project.	0.25
01/31/14	Trey Lary	Work on project with Jessica Holoubek; review documents for project	0.50
02/05/14	Jessica Holoubek	Attend Board of Directors meeting	1.50
02/05/14	Trey Lary	Prepare for and attend Board meeting to work on project	1.00
02/14/14	Jessica Holoubek	Discuss project with Trey Lary with the Firm	0.25

*Total Task Hours:* 4.50  
*Total Task Amount:* \$1,867.50

**W140 Channel Improvements - 1734**

02/05/14	Kristen Hogan	Travel to and attend Board meeting.	0.75
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*Total Task Hours:* 0.75  
*Total Task Amount:* \$187.50

**Westview at Lumpkin Enhance - 1728**

02/05/14	Jessica Holoubek	Attend Board of Directors meeting	0.25
02/05/14	Trey Lary	Prepare for and attend Board meeting to work on project	0.25

*Total Task Hours:* 0.50  
*Total Task Amount:* \$215.00

**Total Fees:** \$11,227.50

**Expenses and Other Items**

Expenses and Other Items posted through February 14, 2014, as follows:

01/23/14	KH	Postage	0.92
01/23/14	KH	Photocopy Charges	1.50
01/23/14	KH	Photocopy Charges	1.50
01/23/14	KH	Photocopy Charges	1.05
01/27/14	KH	Photocopy Charges	17.10
01/27/14	KH	Photocopy Charges	25.20
01/27/14	KH	Photocopy Charges	24.30
01/27/14	KH	Photocopy Charges	2.40
Total Expenses and Other Items:			73.97

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>
Barryknoll East Drainage - 1715A	2.00	670.00
Detention Basin & W-140 Bridge - 1731A	2.25	932.50
Lumpkin I-10 Westview - 1709	20.25	7,355.00
Town & Country W. Drain/Mobil - 1717	4.50	1,867.50
W140 Channel Improvements - 1734	0.75	187.50
Westview at Lumpkin Enhance - 1728	0.50	215.00

Total Fees:	\$11,227.50
Total expenses and other items:	\$73.97
<b>Total Amount Due:</b>	<b>\$11,301.47</b>

TIRZ 17 Redevelopment Authority  
 Engineering and Program Management Services  
 8955 Katy Freeway, Suite 215  
 Houston, TX 77024

February 18, 2014  
 Invoice No: 00093  
 Project Number: 120-10308-000 & 130-10384-000

Attention: Mr. Don Huml

Engineering services through 1/31/14 in connection with the  
 TIRZ 17 Redevelopment Authority

Account Number		This Invoice	Previously Invoiced	Total To Date
TASK 6 6.0	<b>Drainage</b>	\$ -	\$ 1,567,804.15	\$ 1,567,804.15
6.1	Briar Branch	\$ -	\$ 127,372.04	\$ 127,372.04
6.2	Queensbury Stom Sewer Improvements	\$ -	\$ 238,879.31	\$ 238,879.31
6.3	Rummel Creek	\$ -	\$ 68,270.45	\$ 68,270.45
6.4	Drainage Action Plan	\$ -	\$ 47,075.36	\$ 47,075.36
6.5	Regional Drainage Study <i>Refer to Attachment 6</i>	\$ -	\$ 1,086,206.96	\$ 1,086,206.96
TASK 9 9.0	<b>1712 Bunker Hill South</b> <i>Refer to Attachment 9</i>	\$ -	\$ 26,323.75	\$ 26,323.75
TASK 10 10.0	<b>1732A North Gessner Thoroughfare</b> <i>Refer to Attachment 10</i>	\$ -	\$ 910,412.25	\$ 910,412.25
TASK 11 11.0	<b>1722 Town &amp; Country Drainage &amp; Mobilization</b> <i>Refer to Attachment 11</i>	\$ -	\$ 266,123.32	\$ 266,123.32
TASK 12 12.0	<b>1715A Barryknoll East</b> <i>Refer to Attachment 12</i>	\$ 25,347.19	\$ 1,923,294.71	\$ 1,948,641.90
TASK 14 14.0	<b>1709 Lumpkin</b> <i>Refer to Attachment 14</i>	\$ -	\$ 615,422.73	\$ 615,422.73
TASK 15 15.0	<b>1718 Kimberley Lane Drainage &amp; Roadway</b> <i>Refer to Attachment 15.0</i>	\$ -	\$ 721,082.36	\$ 721,082.36
15.1	<b>1718 Kimberley Lane Construction Services</b> <i>Refer to Attachment 15.1</i>	\$ -	\$ 680,943.31	\$ 680,943.31
TASK 19 19.0	<b>1714 Frostwood and Kingsride</b> <i>Refer to Attachment 19</i>	\$ -	\$ 46,410.93	\$ 46,410.93
TASK 22 22.0	<b>1731A Drainage Remediation Project (W140 Detention)</b> <i>Refer to Attachment 22</i>	\$ 34,635.74	\$ 825,616.63	\$ 860,252.37
TASK 25 25.0	<b>1734 W140 Channel Improvement</b> <i>Refer to Attachment 25</i>	\$ 6,388.77	\$ 492,019.57	\$ 498,408.34
TASK 26 26.0	<b>1715B Barryknoll West</b> <i>Refer to Attachment 26</i>	\$ 4,928.84	\$ 34,313.30	\$ 39,242.14
TASK 27 27.0	<b>6343 General Administration</b> <i>Refer to Attachment 27</i>	\$ -	\$ 12,296.46	\$ 12,296.46
TASK 28 28.0	<b>1733A North Witte Drainage &amp; Mobility</b> <i>Refer to Attachment 27</i>	\$ -	\$ 29,142.86	\$ 29,142.86
<b>TOTAL</b>		<b>\$ 71,300.54</b>	<b>\$ 11,141,830.71</b>	<b>\$ 11,213,131.25</b>

**TOTAL DUE THIS INVOICE: \$ 71,300.54**

Certification by Firm:



Project Manager

Date:

2/18/2014

**Don Huml: Executive Director**

Reviewed: [Signature]

Date: 02-18-14

Code: 7000

Amount: \$ 71,300.54

TIRZ 17 Redevelopment Authority  
 Engineering and Program Management Services  
 8955 Katy Freeway, Suite 215  
 Houston, TX 77024

February 18, 2014  
 Invoice No: 00093  
 Project Number: 130-10384-005

Attention: Mr. Don Huml

**ATTACHMENT 12.0**  
**Task 12.0**  
**Barryknoll East**

Task #	Description	Authorized Amount	Remaining Contract Amount	This Invoice	Previously Invoiced	Total to Date
	<u>Program Management</u>			\$ -	\$ 540,906.30	\$ 540,906.30
12.0.0	Barryknoll East Program Management			\$ -	\$ 540,906.30	\$ 540,906.30
	<u>PER Services (12.0.0 to 12.0.8)</u>			\$ -	\$ 279,670.50	\$ 279,670.50
	<u>Design Services</u>			\$ -	\$ 599,483.23	\$ 599,483.23
12.1.0	Barryknoll Ph II - Design			\$ -	\$ 599,483.23	\$ 599,483.23
	<u>Construction Services</u>	\$ 365,416.00	\$ 26,705.65	\$ 25,347.19	\$ 313,363.16	\$ 338,710.35
12.2.0	Barryknoll Ph III - CPS and CM & I Services (Lump Sum)			\$ 25,347.19	\$ 313,363.16	\$ 338,710.35
	<u>Additional Services</u>			\$ -	\$ 189,871.52	\$ 189,871.52
12.0.9	Barryknoll Ph I PER - Survey			\$ -	\$ 25,326.00	\$ 25,326.00
12.0.10	Barryknoll - Geotech			\$ -	\$ 30,525.96	\$ 30,525.96
12.0.11	Barryknoll - C.N. Koehl - Urban Forestry			\$ -	\$ 4,091.85	\$ 4,091.85
12.0.12	Barryknoll - Traffic Counts - CJ Hensch			\$ -	\$ 5,670.00	\$ 5,670.00
12.1.4	Barryknoll - Ph II C.N. Koehl			\$ -	\$ 3,510.00	\$ 3,510.00
12.1.5	Barryknoll - Ph II Chief Solutions			\$ -	\$ 6,758.15	\$ 6,758.15
12.1.6	Barryknoll - Ph II Western Group			\$ -	\$ 1,725.84	\$ 1,725.84
12.1.7	Barryknoll - CMT - Geotech	\$ 128,580.00	\$ 16,316.28	\$ -	\$ 112,263.72	\$ 112,263.72
<b>TOTAL TASKS</b>				\$ 25,347.19	\$ 1,923,294.71	\$ 1,948,641.90

TIRZ 17 Redevelopment Authority  
 Engineering and Program Management Services  
 8955 Katy Freeway, Suite 215  
 Houston, TX 77024

February 18, 2014  
 Invoice No: 00093  
 Project Number: 130-10384-011

Attention: Mr. Don Huml

**ATTACHMENT 22.0**  
**Task 22.0**  
**Drainage Remediation Project - Detention (W140 Detention Basin)**

Task #	Description	Authorized Amount	Remaining Contract Amount	This Invoice	Previously Invoiced	Total to Date
	<u>Program Management</u>			\$ -	\$ 281,015.43	\$ 281,015.43
22.0.0	Detention - PM			\$ -	\$ 281,015.43	\$ 281,015.43
	<u>Analysis Services (22.1.0 to 22.1.1)</u>			\$ -	\$ 20,353.37	\$ 20,353.37
	<u>Study Services (22.2.0 to 22.2.4)</u>			\$ -	\$ 12,074.07	\$ 12,074.07
	<u>Additional Services</u>			\$ -	\$ 98,666.55	\$ 98,666.55
22.3.1	Detention - Survey (Kuo & Associates)			\$ -	\$ 14,263.36	\$ 14,263.36
22.3.2	Detention - Geotech (Geotest)			\$ -	\$ 24,984.72	\$ 24,984.72
22.3.3	Detention - ESA Phase I & II			\$ -	\$ 12,151.17	\$ 12,151.17
22.3.4	Detention - Landscape Architect (Clark Condon)			\$ -	\$ 25,360.91	\$ 25,360.91
22.3.5	Detention - Environmental Analysis (Fugro)			\$ -	\$ 8,424.00	\$ 8,424.00
22.3.6	Detention - CMT- Geotech (Ph. I Construction)	\$ 6,840.00	\$ 115.92	\$ -	\$ 6,724.08	\$ 6,724.08
22.3.7	Detention Basin - Geotest (Ph. II Construction)	\$ 32,070.00	\$ 25,311.69	\$ -	\$ 6,758.31	\$ 6,758.31
	<u>Design Services</u>			\$ -	\$ 355,722.23	\$ 355,722.23
22.4.0	Detention - Project Management (PER)			\$ -	\$ 15,886.05	\$ 15,886.05
22.4.1	Detention - Data Collection & Existing Conditions Review			\$ -	\$ 7,910.28	\$ 7,910.28
22.4.2	Detention - Alternative Analysis			\$ -	\$ 43,021.02	\$ 43,021.02
22.4.3	Detention - Hydrology & Hydraulic Modeling			\$ -	\$ 34,184.50	\$ 34,184.50
22.4.4	Detention - Preliminary Basin Layout			\$ -	\$ 7,900.00	\$ 7,900.00
22.4.5	Detention - Impact Analysis Report			\$ -	\$ 7,810.09	\$ 7,810.09
22.4.6	Detention - Preliminary Engineering Report			\$ -	\$ 18,085.24	\$ 18,085.24
22.4.7	Detention - Engineering & Technical Reviews			\$ -	\$ 27,708.52	\$ 27,708.52
22.5.0	Detention - Phase II Design			\$ -	\$ 193,216.53	\$ 193,216.53
	<u>Construction Services</u>	\$ 153,320.00	\$ 60,699.28	\$ 34,635.74	\$ 57,984.98	\$ 92,620.72
22.6.0	Detention Basin - CPS and CM&I Services (Ph. I & II Construction) Lump Sum			\$ 34,635.74	\$ 57,984.98	\$ 92,620.72
<b>TOTAL TASKS</b>				<b>\$ 34,635.74</b>	<b>\$ 825,616.63</b>	<b>\$ 860,252.37</b>

TIRZ 17 Redevelopment Authority  
 Engineering and Program Management Services  
 8955 Katy Freeway, Suite 215  
 Houston, TX 77024

February 18, 2014  
 Invoice No: 00093  
 Project Number: 130-10384-017

Attention: Mr. Don Huml



**ATTACHMENT 25.0**  
**Task 25.0**  
**W140 Channel Improvement**

Task #	Description	Authorized Amount	Remaining Contract Amount	This Invoice	Previously Invoiced	Total to Date
	<u>Program Management</u>			\$ -	\$ 45,158.80	\$ 45,158.80
25.0.0	W140 Channel Improvement PM			\$ -	\$ 45,158.80	\$ 45,158.80
	<u>PER Services &amp; Additional Services (25.1.0 - 25.3.4)</u>	\$ 451,090.56	\$ 2,017.32	\$ 6,388.77	\$ 442,684.47	\$ 449,073.24
25.1.0	W140 Channel Improvement - PER			\$ 6,388.77	\$ 442,684.47	\$ 449,073.24
	<u>Additional Services</u>			\$ -	\$ 119,164.06	\$ 119,164.06
25.3.0	W140 Channel Improvement - Geotech			\$ -	\$ 45,181.80	\$ 45,181.80
25.3.1	W140 Channel Improvement- Environmental			\$ -	\$ 10,440.62	\$ 10,440.62
25.3.2	W140 Channel Improvement- SWA			\$ -	\$ 29,371.95	\$ 29,371.95
25.3.3	W140 Channel Improvement- TRC			\$ -	\$ -	\$ -
25.3.4	W140 Channel Improvement- Kuo			\$ -	\$ 34,169.69	\$ 34,169.69
<b>TOTAL TASKS</b>				<b>\$ 6,388.77</b>	<b>\$ 492,019.57</b>	<b>\$ 498,408.34</b>



**Lockwood, Andrews  
& Newnam, Inc.**  
A LEO A DALY COMPANY

PLEASE  
REMIT TO: Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive  
Houston, Texas 77042  
Attn: Accounts Receivable  
713.266.6900 • Fax: 713.266.7191

Don Huml, Executive Director  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

February 18, 2014  
Invoice No: 4

Engineering services through January 31, 2014 in connection with the TIRZ 17 Redevelopment Authority

Account No.	Project Name	Original Contract	Percent Complete	Remaining Contract Amount	Total To Date	Previously Invoiced	Current Payment Due
CIP No. T-1709	Lumpkin Roadway Improvements - Ph. II Detailed Design	\$686,522.00	65.00%	\$240,282.70	\$ 446,239.30	\$ 308,934.90	\$ 137,304.40
CIP No. T-1717	Town & Country West Drainage & Mobility Improvements- PER	\$254,360.00	85.00%	\$38,154.00	\$ 216,206.00	\$ 160,246.80	\$ 55,959.20
<b>Total</b>		<b>\$940,882.00</b>			<b>\$ 662,445.30</b>	<b>\$ 469,181.70</b>	<b>\$193,263.60</b>

**CURRENT PAYMENT DUE THIS INVOICE: \$193,263.60**

Don Huml: Executive Director

Reviewed: *Don Huml*

Date: 02-18-14

Code: 7000

Amount: \$193,263.60

**S W A**

To: Memorial City Redevelopment  
Authority/Houston TIRZ 17  
Attn: Don Huml  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Date: February 18, 2014  
Invoice No: 157627  
For Period: January  
Project No: RHTS301.C  
Project Manager: James Vick

Project: Memorial City Work Order #3 Conceptual Design for Lumpkin (North of Westview) +  
Westview Detention Basin Green Space

**WORK PERFORMED:**

- Prepare detailed design documents
- Meetings & coordination

**Professional Services from January 01, 2014 to January 31, 2014**

**Fee**

Total Fee	15,000.00		
Percent Complete	37.00	Total Earned	5,550.00
		Previous Fee Billing	3,450.00
		Current Fee Billing	2,100.00
		<b>Total Fee</b>	<b>2,100.00</b>

**Total this Invoice \$2,100.00**

Don Huml: Executive Director

Reviewed: *[Signature]*

Date: 02-19-14

Code: 7000-1709

Amount: \$2,100.00

Remit To:  
SWA Group  
P.O.Box 5904  
Sausalito, CA 94966  
(415) 332-5100

Please refer to our Invoice number and Project number when making payment  
A discount of 1% on current charges allowed if paid in full in thirty days.  
A service charge will be assessed on all past due accounts.



To: Memorial City Redevelopment  
 Authority/Houston TIRZ 17  
 Attn: Don Hunt  
 8955 Katy Freeway, Suite 215  
 Houston, TX 77024

Date: February 18, 2014  
 Invoice No: 157626  
 For Period: January  
 Project No: RHTS301.B  
 Project Manager: James Vick

Project Memorial City WO#2 On-Call Planning

Professional Services from January 01, 2014 to January 31, 2014

Professional Personnel

	Hours	Rate	Amount
Principals			
Vick, James	6.00	210.00	1,260.00
<b>Total Fee Due This Invoice</b>			<b>1,260.00</b>
		<b>Total this Invoice</b>	<b>\$1,260.00</b>

Don Huml: Executive Director  
 Reviewed: *[Signature]*  
 Date: 02-19-14  
 Code: 7000 - 172.5  
 Amount: \$ 1,260.00

Remit To:  
 SWA Group  
 P.O.Box 5904  
 Sausalito, CA 94966  
 (415) 332-5100

Please refer to our Invoice number and Project number when making payment  
 A discount of 1% on current charges allowed if paid in full in thirty days.  
 A service charge will be assessed on all past due accounts.



**WORK PERFORMED - DETAIL**

	<u>HOURS</u>	<u>COMMENTS</u>
<b>MEETINGS &amp; CONFERENCES WITH EXECUTIVE DIRECTOR</b>		
1. Vick, James	2.5	Bi-weekly meeting
<b>ATTENDANCE AT BOARD MEETINGS</b>		
1. Vick, James	0	Regular Board Meeting
<b>COH / HPARD MEETINGS - ADOPT-AN-ESPLANADE</b>		
1. Vick, James	1.5	HPARD
<b>SITE VISITS</b>		
1. Vick, James	1	Town & Country Blvd / Town & Country Way
<b>ENGINEER MEETINGS</b>		
1. Vick, James	1	LAN Office



# GUNDA CORPORATION

Engineers, Planners & Managers

## INVOICE

Date: February 17, 2014

Attn: Mr. Don Huml, Executive Director  
Company: Memorial City Redevelopment Authority  
Address: 8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Project: Queensbury/Town & Country Blvd Traffic Signal

GUNDA Project No.: 13017-01

GUNDA Invoice No.: 4100

Performance Period: December 21, 2013 through February 9, 2014

Task	Total Budget	Total % Complete	Total Amount
Traffic Signal Design	\$80,000.00	35%	\$28,000.00

Total Budget	\$80,000.00
Previous Billings	\$20,000.00
Current Budget	\$60,000.00
<b>Total Fee Due This Invoice</b>	<b>\$8,000.00</b>
Remaining Budget	\$52,000.00

*Raymond Gunda*

Don Huml: Executive Director

Reviewed: *a hl*

Date: 02-18-14

Code: 7000 - 1722

Amount: \$ 8,000.00



**Gunda Corporation, LLC**

6161 Savoy Drive, Suite 550  
Houston, TX 77036-  
Tel: 713-541-3530 Fax: 713-541-0032  
accounts payable@gundacorp.com  
www.gundacorp.com

**Invoice**

Mr. Don Huml  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

**Invoice Date:** Feb 17, 2014  
**Invoice Num:** 4100  
**Billing Through:** Feb 9, 2014

13017-01 Queensbury-Town & Country Signal (13017-01) - Managed by (Ivijayagopal)

<u>Project Name</u>	<u>Contract Amount</u>	<u>% Complete</u>	<u>Previously Billed</u>	<u>Amount Due</u>
13017-01 Queensbury-Town & Country Signal	\$80,000.00	35.00	\$20,000.00	\$8,000.00
			<b>Total Amount Due:</b>	<b>\$8,000.00</b>

**Account Summary**

<u>Services BTD</u>	<u>Expenses BTD</u>	<u>Billed To Date</u>	<u>Paid To Date</u>	<u>Balance Due</u>
\$ 21,595.80	\$ 6,404.20	\$ 28,000.00	\$ 20,000.00	\$ 8,000.00



L.N. McKean, Inc.  
P.O. Box 130250  
The Woodlands, TX 77393

Type of Estimate:  
Construction

Estimate Number:  
5  
Page 1 of 1

Partial or Final:  
Partial

Date:  
02/04/2014

Briar Branch (W140-01-00) Stormwater Detention Basin  
WBS No. T-17000-0011-6  
Harris County Project #2019134  
Owner:  
Memorial City Redevelopment Authority

Period Covered  
01/01/2014 - 01/31/2014

Date Work Commenced:  
08/21/2013

Date Contract Awarded:  
08/14/2013

Date Work Completed:

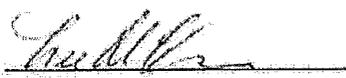
Percentage Complete:

Item No.	Spec. Ref.	Description	Unit of Measure	Contract Quantity	Total Work			Percent Completed	Contract Price	Amount
					This Estimate	Total Work Last Estimate	Total Work to Date			
1	01502	Mobilization	LS	1		1.00	1.00	100.00%	\$125,000.00	\$125,000.00
2	01555	Uniformed Police Officer	HR	1800	240.5	580.50	821.00	45.61%	\$40.00	\$32,840.00
3	01555	Traffic Control & Regulation	LS	1	0.2	0.80	1.00	100.00%	\$5,000.00	\$5,000.00
4	02220	Remove & Dispose of Existing Waterline	LF	915		400.00	400.00	43.72%	\$10.00	\$4,000.00
5	02220	Remove & Dispose of Existing Sanitary Sewer	LF	866		340.00	340.00	39.26%	\$10.00	\$3,400.00
6	02220	Remove & Dispose of Existing Sanitary Manhole	EA	1		1.00	1.00	100.00%	\$500.00	\$500.00
7	02220	Remove & Dispose of Existing 36" RCP	LF	592		140.00	140.00	23.65%	\$12.00	\$1,680.00
8	02220	Remove & Dispose of Existing 30" RCP	LF	52			0.00	0.00%	\$12.00	\$0.00
9	02220	Remove & Dispose of Existing Inlet	EA	3	2	1.00	3.00	100.00%	\$500.00	\$1,500.00
10	02220	Remove & Dispose of Existing Concrete Foundation	SY	333		166.50	166.50	50.00%	\$12.00	\$1,998.00
11	02233	Clearing & Grubbing	AC	8.22		8.22	8.22	100.00%	\$6,000.00	\$49,320.00
12	02241	Care & Control of Water	LS	1	0.2	0.80	1.00	100.00%	\$25,000.00	\$25,000.00
13	02269	Trench Shoring System 5 to 20 ft.	LF	167	84	83.00	167.00	100.00%	\$1.00	\$167.00
	02120									
14	02315	Excavation	CY	113000	40388	70488.00	110876.00	98.12%	\$10.75	\$1,191,917.00
	02134									
15	02315	Imported Select Fill	CY	8000	8000		8000.00	100.00%	\$14.00	\$112,000.00
16	02361	Reinforced Silt Fence	LF	2380		2430.00	2430.00	102.10%	\$1.50	\$3,645.00
17	02364	Filter Dam (Type 3)	LF	150		50.00	50.00	33.33%	\$25.00	\$1,250.00
18	02365	Stabilized Construction Access	SY	350	134	216.00	350.00	100.00%	\$15.00	\$5,250.00
19	02376	Backslope Ditch Interceptor Structure with 24" CMP	EA	2	1		1.00	50.00%	\$5,700.00	\$5,700.00
20	02378	10' Wide Concrete Pilot Channel	LF	1465	930		930.00	63.48%	\$80.00	\$74,400.00
21	02376	Concrete Channel Lining, 6"	SY	3732		3413.82	3413.82	91.47%	\$71.00	\$242,381.22
22	02378	18" Thick (min) Riprap, Gradation No. 1	CY	100	50		50.00	50.00%	\$80.00	\$4,000.00
23	02378	24" Thick (min) Riprap, Gradation No. 2	CY	650	650		650.00	100.00%	\$98.00	\$63,700.00
24	02462	Steel Sheet Piling	SF	3039		3039.00	3039.00	100.00%	\$30.00	\$91,170.00
25	02462	24" CMP	LF	83		102.00	102.00	122.89%	\$69.00	\$7,038.00
26	02462	36" CMP	LF	82	82		82.00	100.00%	\$85.00	\$6,970.00
27	02630	Type "C" Manhole	EA	1	1		1.00	100.00%	\$5,000.00	\$5,000.00
28	02632	Headwall / Outfall Structure	EA	1		1.00	1.00	100.00%	\$9,500.00	\$9,500.00
29	02633	24" Heavy Duty Flap Gate	EA	1		1.00	1.00	100.00%	\$3,000.00	\$3,000.00
30	02911	Mulch Top Dressing	SF	25441			0.00	0.00%	\$0.50	\$0.00
31	02915	Tree Planting - 5 GAL	EA	172			0.00	0.00%	\$70.00	\$0.00
32	02915	Tree Planting - 7 GAL	EA	123			0.00	0.00%	\$100.00	\$0.00
33	02915	Tree Planting - 15 GAL	EA	58			0.00	0.00%	\$350.00	\$0.00
34	02915	Tree Planting - 30 GAL	EA	74			0.00	0.00%	\$600.00	\$0.00
35	02915	Tree Planting - 45 GAL	EA	58			0.00	0.00%	\$750.00	\$0.00
36	02922	Turf Est - Sodding	SY	13539			0.00	0.00%	\$4.00	\$0.00
37	02923	Turf Est - Hydromulch Seeding w/ Mulch	SY	20308			0.00	0.00%	\$0.30	\$0.00
38	329301	Landscape Maintenance	LS	1			0.00	0.00%	\$7,500.00	\$0.00
39	02940	Irrigation	LS	1			0.00	0.00%	\$100,000.00	\$0.00
40	02317	6" Over-Excavate Trench Bottom	LF	165			0.00	0.00%	\$4.00	\$0.00
41	02318	Excavation Around Obstructions	CY	100			0.00	0.00%	\$30.00	\$0.00
42	02318	Extra Hand Excavation	CY	100			0.00	0.00%	\$15.00	\$0.00
43	02318	Extra Machine Excavation	CY	100			0.00	0.00%	\$20.00	\$0.00
44	02318	Extra Placement of Backfill Material	CY	100			0.00	0.00%	\$6.00	\$0.00
45	02321	Extra Cement Stabilized Sand	CY	100			0.00	0.00%	\$30.00	\$0.00
46	02269	Extra Trench Shoring System 5 - 20 ft.	LF	20			0.00	0.00%	\$4.00	\$0.00
	02120	Excavation (existing embankments, and extra								
47	02315	excavation for sand areas within proposed basin)	CY	11300			0.00	0.00%	\$10.00	\$0.00
48	02376	Extra Concrete Channel Lining, 6"	SY	350			0.00	0.00%	\$80.00	\$0.00
49	02378	Extra 18" Thick Rip Rap Gradation No 1	CY	10			0.00	0.00%	\$100.00	\$0.00
50	02378	Extra 24" Thick Rip Rap Gradation No 1	CY	10			0.00	0.00%	\$150.00	\$0.00
51	02462	Extra Steel Sheet Piling (Weir)	SF	100			0.00	0.00%	\$100.00	\$0.00
52	02462	Extra 24" CMP	LF	10			0.00	0.00%	\$65.00	\$0.00
53	02462	Extra 36" CMP	LF	10			0.00	0.00%	\$100.00	\$0.00
54	02922	Extra Turf - Sodding	SY	1500			0.00	0.00%	\$5.00	\$0.00
55	02923	Extra Turf - Hydromulch Seeding	SY	2000			0.00	0.00%	\$0.20	\$0.00
56	01555	Extra Uniformed Police Officer	HR	180			0.00	0.00%	\$40.00	\$0.00
	00800									
57	01110	Early Completion	DAY	20			0.00	0.00%	\$5,000.00	\$0.00
58	01110	TXDOT Permit	LS	1			0.00	0.00%	\$2,500.00	\$0.00
59	01110	Harris County Flood Control Permit	LS	1		1.00	1.00	100.00%	\$2,500.00	\$2,500.00
60	01110	Notice of Intent (SWPPP) Filing Fee	LS	1		1.00	1.00	100.00%	\$325.00	\$325.00
61	01110	Street Cut Permit	LS	1			0.00	0.00%	\$2,500.00	\$0.00

Total amount of work to date \$2,080,151.22  
Amount retained (5%) \$104,007.56  
Previously billed \$1,287,721.41  
Amount due for payment \$688,422.25  
Original Contract Amt \$2,835,903.90

**L. N. McKean, Inc.**  
**January 2013 Monthly MBE/SBE Report**

	Paid to date MBE 14%	Paid to date SBE 8%	Estimated Totals MBE 14%	Estimated Totals SBE 8%	% Complete MBE Goal	% Complete SBE Goal
<b>14% MBE Summary</b>						
Texas Site Solutions	\$114,494.00		\$333,400.00		34.34%	
<b>8% SBE Summary</b>						
Redeemed Trucking		\$31,400.00		\$100,000.00		0.314



2/4/2014

Leo McKean  
 President

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Briar Branch (W140-01-00) Stormwater Detention Basin

Outline Agreement No.: \_\_\_\_\_ WBS No.: T-17000-0011-6

Contractor's Company Name: L.N. McKean, Inc.

Address: P.O. Box 130250, The Woodlands, TX 77393

CERTIFICATION

Lee McKean, Contractor's Representative for the above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

Subcontractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_ City, State, and Zip Code: \_\_\_\_\_

Amount of Payment Withheld: \_\_\_\_\_ Amount of Payment Withheld: \_\_\_\_\_

Date Payment First Withheld: \_\_\_\_\_ Date Payment First Withheld: \_\_\_\_\_

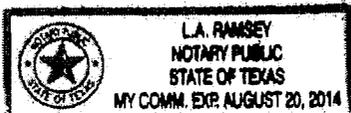
Description of Good Faith Reason: \_\_\_\_\_ Description of Good Faith Reason: \_\_\_\_\_

[Signature]  
(Signature of Contractor's Representative)

Lee McKean  
(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

02/04/14  
Date



[Signature]  
Notary Public in and for the State of Texas

My Commission Expires: Aug 2014  
Expiration Date

L.A. Ramsey  
Print or Type Name of Notary Public



**MEMORIAL CITY REDEVELOPMENT AUTHORITY**  
**Tax Increment Reinvestment Zone No. 17**

Estimate No. : 9  
 Cut Off Date : 01/31/14  
 Estimate Date : 02/11/14

**ESTIMATE AND CERTIFICATE FOR  
 PAYMENT UNIT PRICE WORK**

Project Name : Barryknoll Lane East - Roadway and Drainage Improvements  
 Contractor Name : Texas Sterling Construction Co.  
 Address : 20810 Fernbush  
 Houston, TX 77073

WBS No. : T-170015-0001-3

Contract Date : 2/28/2013  
 Start Date : 3/18/2013  
 Current Contract Completion Date : 3/25/2014  
 Substantial Completion Date :  
 Percentage By Time : 85.48% In Place : 60.69%  
 Date Insurance Exp. : 3/1/2014 Drug Policy Due Date: N/A Current M/SBE : 11.02/5.57 Schedule Update Received : 2/7/2014

**CONTRACT TIME IN CALENDAR DAYS**

Original Contract Time : 365  
 Approved Extensions : 7  
 Total Contract Time : 372  
 Days Used to Date : 318  
 Days Remaining to Date : 54

**CONTRACT AMOUNT TO DATE :**

1. Original Contract Amount \$5,874,319.99  
 2. Approved Change Orders

No	Date	Ext.Days	Amount
1	04/26/2013		(\$102,683.53)
2	07/30/2013	7	\$52,601.72

Total Approved Extensions 7 Total Change Orders to Date \$ (50,081.81)

3. Approved Work Change Directives

No	Date	Amount

Total Pending Work Change Directives to Date \$0.00

**TOTAL CONTRACT AMOUNT (excludes WCDs) \$5,824,238.18**

**A. EARNINGS TO DATE**

1. Work Completed to Date 60.17% Complete \$3,534,803.82  
 2. Material Stored on Site \$ 0.00  
 3. Material Stored in Place \$ 0.00  
 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00  
 5. Work Change Directives - In Place \$0.00

**TOTAL EARNINGS TO DATE \$3,534,803.82**

**B. DEDUCTIONS**

1. Retainage 5% Of \$3,534,803.82 \$176,740.19  
 2. Retainage Release 0% Of \$3,534,803.82 \$0.00  
 3. Total Retainage \$176,740.19  
 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00  
 5. Assessments \$0.00  
 6. Inspector Overtime Costs \$0.00

**TOTAL DEDUCTIONS \$176,740.19**

**C. AMOUNT DUE THIS PERIOD**

1. Total Earnings to Date \$3,534,803.82  
 2. Total Deductions \$176,740.19  
 3. Total Payments Due \$3,358,063.63  
 4. Less Previous Payments \$3,256,905.63  
 5. Restoration Adjustment \$0.00

**TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$101,158.00**

**BALANCE REMAINING \$2,339,516.17**

Prepared By

Richard L. Butler

Checked By

Katie Ghutzman 2/12/2014  
 Date

Reviewed By

Muhammad Ali 2/12/2014  
 Date

Don Huml: Executive Director

Reviewed:

Date: 02-18-14

Pay Est No. 9

Printed 2/12/2014 @ 7:42 AM Code: 7000-1715A Page 1 of 1

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Amount: \$ 101,158.00

Bid Item	Description	Units	Bid Qty	Unit Price	Jan '14		Jan '13		Contact Total	% Complete
					Monthly Qty	Monthly Amount	Todate Qty	Todate Amount		
1	Mobilization	LS	1	\$24,000.00	0.08	\$1,920.00	0.80	\$19,200.00	\$24,000.00	80.00%
2	Traffic Control and Regulation	LS	1	\$72,000.00	0.08	\$5,760.00	0.80	\$57,600.00	\$72,000.00	80.00%
3	Uniformed Police Officers	HR	2920	\$37.00	35.50	\$1,313.50	2,056.00	\$76,072.00	\$108,040.00	70.41%
4	Portable Concrete Low Profile Traffic Barrier Inst	LF	1450	\$9.00	0.00	\$0.00	1,450.00	\$13,050.00	\$13,050.00	100.00%
5	Portable Concrete Low Profile Traffic Barrier Move	LF	1450	\$4.00	0.00	\$0.00	1,240.00	\$4,960.00	\$5,800.00	85.52%
6	Portable Concrete Low Profile Traffic Barrier Inst	LF	875	\$9.00	0.00	\$0.00	875.00	\$7,875.00	\$7,875.00	100.00%
7	Portable Concrete Low Profile Traffic Barrier Move	LF	1400	\$3.00	0.00	\$0.00	355.00	\$1,065.00	\$4,200.00	25.36%
8	Portable Concrete Low Profile Traffic Barrier Remo	LF	925	\$7.00	0.00	\$0.00	0.00	\$0.00	\$6,475.00	0.00%
9	Portable Concrete Low Profile Traffic Barrier Remo	LF	1400	\$7.00	0.00	\$0.00	0.00	\$0.00	\$9,800.00	0.00%
10	Tree and Plant Protection	LS	1	\$33,000.00	0.16	\$5,280.00	0.72	\$23,760.00	\$33,000.00	72.00%
11	Filter Fabric Fence Inlet Protection (Stage 1)	LF	790	\$1.30	0.00	\$0.00	0.00	\$0.00	\$1,027.00	0.00%
12	Sandbags Inlet Protection (Stage 2)	LF	500	\$1.30	0.00	\$0.00	170.00	\$221.00	\$650.00	34.00%
13	Stabilized Construction Access	LS	1	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$2,500.00	0.00%
<b>B1 TOTAL - GENERAL ITEMS</b>						<b>\$14,273.50</b>		<b>\$203,803.00</b>	<b>\$288,417.00</b>	
14	Construct Type-C Manhole (48-inch diameter) on Box	EA	11	\$1,700.00	0.00	\$0.00	2.00	\$3,400.00	\$18,700.00	18.18%
15	Construct Type C Manhole, Complete in Place	EA	6	\$4,000.00	0.00	\$0.00	5.00	\$20,000.00	\$24,000.00	83.33%
16	Remove and Dispose of 12-inch Diameter Storm Sewer	LF	63	\$15.00	0.00	\$0.00	0.00	\$0.00	\$945.00	0.00%
17	Remove and Dispose of 18-inch Diameter Storm Sewer	LF	295	\$15.00	0.00	\$0.00	230.00	\$3,450.00	\$4,425.00	77.97%
18	Remove and Dispose of 24-inch Diameter Storm Sewer	LF	564	\$15.00	0.00	\$0.00	195.00	\$2,925.00	\$8,460.00	34.57%
19	Remove and Dispose of 36-inch Diameter Storm Sewer	LF	67	\$15.00	0.00	\$0.00	0.00	\$0.00	\$1,005.00	0.00%
20	Remove and Dispose of 54-inch Diameter Storm Sewer	LF	410	\$28.00	0.00	\$0.00	0.00	\$0.00	\$11,480.00	0.00%
21	Remove and Dispose of 60-inch Diameter Storm Sewer	LF	1225	\$30.00	0.00	\$0.00	202.00	\$6,060.00	\$36,750.00	16.49%
22	Remove and Dispose of 66-inch Diameter Storm Sewer	LF	110	\$30.00	0.00	\$0.00	110.00	\$3,300.00	\$3,300.00	100.00%
23	Remove and Dispose of 72-inch Diameter Storm Sewer	LF	890	\$30.00	0.00	\$0.00	890.00	\$26,700.00	\$26,700.00	100.00%
24	Remove and Dispose of existing Inlets, all types	EA	23	\$510.00	0.00	\$0.00	11.00	\$5,610.00	\$11,730.00	47.83%
25	Remove and Dispose of existing Manholes, all types	EA	18	\$500.00	0.00	\$0.00	11.00	\$5,500.00	\$9,000.00	61.11%
26	Provide Trench Safety System	LF	3499	\$1.00	0.00	\$0.00	990.00	\$990.00	\$3,499.00	28.29%
27	Construct Box Culvert-Precast 8' x 6' Storm	LF	5152	\$446.00	0.00	\$0.00	2,407.00	\$1,073,522.00	\$2,297,792.00	46.72%
28	Construct Box Culvert - Precast 5-foot x 8-foot St	LF	49	\$460.00	0.00	\$0.00	0.00	\$0.00	\$11,960.00	0.00%
29	Construct 60-inch Reinforced Concrete Pipe, Complete	LF	49	\$350.00	0.00	\$0.00	49.00	\$17,150.00	\$17,150.00	100.00%
30	Construct 29-inch x 45-inch Elliptical Reinforced C	LF	30	\$250.00	0.00	\$0.00	30.00	\$7,500.00	\$7,500.00	100.00%
31	Construct 36-inch Reinforced Concrete Pipe, Complete	LF	10	\$300.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00%
32	Construct 30-inch Reinforced Concrete Pipe, Complete	LF	33	\$140.00	0.00	\$0.00	33.00	\$4,620.00	\$4,620.00	100.00%
33	Construct 24-inch Reinforced Concrete Pipe Storm L	LF	710	\$90.00	0.00	\$0.00	519.00	\$46,710.00	\$63,900.00	73.10%
34	Construct 18-inch Reinforced Concrete Pipe Storm L	LF	40	\$90.00	0.00	\$0.00	40.00	\$3,600.00	\$3,600.00	100.00%
35	Construct Box Culvert-Precast 8-foot x 5-foot Stor	EA	1	\$900.00	0.00	\$0.00	0.00	\$0.00	\$900.00	0.00%
36	Construct 60-inch Diameter Plug, Complete in Place	EA	1	\$900.00	0.00	\$0.00	1.00	\$900.00	\$900.00	100.00%
37	Construct Type A Inlet - Complete in Place	EA	3	\$2,500.00	0.00	\$0.00	3.00	\$7,500.00	\$7,500.00	100.00%
38	Construct Type C Inlet-Complete in Place	EA	8	\$3,000.00	0.00	\$0.00	8.00	\$24,000.00	\$24,000.00	100.00%
39	Construct Type BB Inlet- Complete in Place	EA	15	\$2,500.00	0.00	\$0.00	9.00	\$22,500.00	\$37,500.00	60.00%

Bid Item	Description	Units	Bid Qty	Unit Price	Jan '14		Jan '13		Contact Total	% Complete
					Monthly Qty	Monthly Amount	Todate Qty	Todate Amount		
40	Construct Junction to Box Culvert from new Lateral	EA	20	\$700.00	0.00	\$0.00	10.00	\$7,000.00	\$14,000.00	50.00%
41	Construct Junction Box # 107-B, Complete in Place	EA	1	\$50,000.00	0.00	\$0.00	1.00	\$50,000.00	\$50,000.00	100.00%
42	Construct Junction Box #124, Including MH, Rings a	EA	1	\$50,000.00	0.00	\$0.00	0.00	\$0.00		deleted
43	Construct Junction Box #121, Including MH, Rings a	EA	1	\$50,000.00	0.00	\$0.00	0.00	\$0.00		deleted
44	Construct Junction Box #136, Including MH, Ring a	EA	1	\$50,000.00	0.00	\$0.00	0.00	\$0.00		deleted
45	Furnish and Install Ring Grates	EA	10	\$500.00	0.00	\$0.00	6.00	\$3,000.00	\$5,000.00	60.00%
46	Furnish and Install 48" Flap Valve, Complete in P	EA	2	\$16,000.00	0.00	\$0.00	0.00	\$0.00	\$32,000.00	0.00%
<b>B2 TOTAL - STORM SEWER ITEMS</b>						<b>\$0.00</b>		<b>\$1,345,957.00</b>	<b>\$2,741,316.00</b>	
47	Provide Trench Safety System for Water Line	LF	1040	\$1.00	52.00	\$52.00	638.00	\$638.00	\$1,040.00	61.35%
48	Furnish and Install 12-inch Water line by Trenchle	LF	20	\$250.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%
49	Furnish and Install 8-inch Water line by Trenchle	LF	3207	\$65.00	0.00	\$0.00	3,403.60	\$221,234.00	\$708,455.00	106.13%
50	Furnish and Install 8-inch DIP Water Line w/ Restr	LF	343	\$170.00	11.00	\$1,870.00	445.80	\$75,786.00	\$58,310.00	129.97%
51	Furnish and Install 8-inch Water Line w/ Restraine	LF	232	\$140.00	41.00	\$5,740.00	52.70	\$7,378.00	\$32,480.00	22.72%
52	Furnish and Install 8-inch Water Line in 16-inch C	LF	274	\$150.00	0.00	\$0.00	245.20	\$36,780.00	\$41,100.00	89.49%
53	Furnish and Install 8-inch DIP Water Line, Pressur	LF	54	\$170.00	0.00	\$0.00	0.00	\$0.00	\$9,180.00	0.00%
54	Furnish and Install 2-inch Water Line by Trenchles	LF	12	\$201.00	0.00	\$0.00	0.00	\$0.00	\$2,412.00	0.00%
55	Furnish and Install 4-inch Water Line by Trenchles	LF	25	\$150.00	0.00	\$0.00	7.20	\$1,080.00	\$3,750.00	28.80%
56	Furnish and Install 6-inch Water Line with Restrai	LF	10	\$210.00	0.00	\$0.00	0.00	\$0.00	\$2,100.00	0.00%
57	Furnish and Install 8-inch Tapping Sleeve and Valv	EA	1	\$4,000.39	0.00	\$0.00	1.00	\$4,000.39	\$4,000.39	100.00%
58	Wet Connection to Existing 2-inch Waterline	EA	3	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	\$3,000.00	33.33%
59	Cut, Plug and Abandon Existing 2-inch Waterline	EA	3	\$300.00	2.00	\$600.00	2.00	\$600.00	\$900.00	66.67%
60	Wet Connection to Existing 6-inch Water Line	EA	1	\$1,800.00	0.00	\$0.00	0.00	\$0.00	\$1,800.00	0.00%
61	Cut, Plug and Abandon Existing 6-inch Water Line	EA	1	\$500.00	0.00	\$0.00	0.00	\$0.00	\$500.00	0.00%
62	Wet Connection to Existing 8-inch Water Line	EA	12	\$2,000.00	0.00	\$0.00	8.00	\$16,000.00	\$24,000.00	66.67%
63	Cut, Plug and Abandon Existing 8-inch Water Line	EA	13	\$700.00	0.00	\$0.00	10.00	\$7,000.00	\$9,100.00	76.92%
64	Wet Connection to Existing 12-inch Water Line	EA	1	\$2,100.00	0.00	\$0.00	0.00	\$0.00	\$2,100.00	0.00%
65	Cut, Plug and Abandon Existing 12-inch Water Line	EA	1	\$800.00	0.00	\$0.00	0.00	\$0.00	\$800.00	0.00%
66	Furnish and Install Fire Hydrant Assembly w/6-inch	EA	7	\$4,000.00	0.00	\$0.00	3.00	\$12,000.00	\$28,000.00	42.86%
67	Furnish and Install 6-inch Fire Hydrant Lead, Open	LF	50	\$70.00	0.00	\$0.00	16.20	\$1,134.00	\$3,500.00	32.40%
68	5/8" to 1" Diameter Copper Service Connection, Sho	EA	12	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	\$12,000.00	8.33%
69	5/8" to 1" Diameter Copper Service Connection, Lon	EA	4	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00%
70	1.5" to 2" Diameter Copper Service Connection, Sho	EA	2	\$1,100.00	0.00	\$0.00	1.00	\$1,100.00	\$2,200.00	50.00%
71	1.5" to 2" Diameter Copper Service Connection, Lon	EA	10	\$1,700.00	0.00	\$0.00	0.00	\$0.00	\$17,000.00	0.00%
<b>B3 TOTAL WATER LINE ITEMS</b>						<b>\$8,262.00</b>		<b>\$386,730.39</b>	<b>\$478,727.39</b>	
72	Provide Trench Safety System for Sanitary Sewer	LF	2841	\$1.00	0.00	\$0.00	2,673.00	\$2,673.00	\$2,841.00	94.09%
73	Remove and Dispose of Sanitary Sewer Manholes	EA	14	\$500.00	0.00	\$0.00	12.00	\$6,000.00	\$7,000.00	85.71%
74	Construct Sanitary Sewer Manhole, Complete in Plac	EA	17	\$4,000.00	0.00	\$0.00	14.00	\$56,000.00	\$68,000.00	82.35%
75	Construct 21-inch Sanitary Sewer, Complete in Plac	LF	58	\$150.00	0.00	\$0.00	63.00	\$9,450.00	\$8,700.00	108.62%
76	Remove and Dispose 21-inch Sanitary Sewer	LF	1646	\$5.00	0.00	\$0.00	1,651.00	\$8,255.00	\$8,230.00	100.30%

Bid Item	Description	Units	Bid Qty	Unit Price	Jan '14		Monthly Amount	Jan '13		Contact Total	% Complete
					Monthly Qty	Monthly Amount		Todate Qty	Todate Amount		
77	Construct 20-inch Sanitary Sewer, Pressure Class 1	LF	1588	\$140.00	0.00	\$0.00	\$0.00	1,604.00	\$224,560.00	\$222,320.00	101.01%
78	Remove and Dispose 18-inch Sanitary Sewer	LF	20	\$5.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$100.00	0.00%
79	Construct 18-inch Sanitary Sewer, Pressure Class 1	LF	20	\$220.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,400.00	0.00%
80	Construct 16-inch San Sew, Class 150 PSI	LF	43	\$140.00	0.00	\$0.00	\$0.00	5.00	\$700.00	\$6,020.00	11.63%
81	Remove and Dispose of 15-inch Sanitary Sewer	LF	43	\$5.00	0.00	\$0.00	\$0.00	5.00	\$25.00	\$215.00	11.63%
82	Construct 12-inch Sanitary Sewer, Pressure Class 1	LF	1080	\$110.00	0.00	\$0.00	\$0.00	1,029.00	\$113,190.00	\$118,800.00	95.28%
83	Remove and Dispose 12-inch Sanitary Sewer	LF	1080	\$5.00	0.00	\$0.00	\$0.00	1,029.00	\$5,145.00	\$5,400.00	95.28%
84	Remove and Dispose 8-inch Sanitary Sewer	LF	52	\$5.00	0.00	\$0.00	\$0.00	45.00	\$225.00	\$260.00	86.54%
85	Construct 8-inch Sanitary Sewer, Pressure Class 15	LF	52	\$100.00	0.00	\$0.00	\$0.00	70.00	\$7,000.00	\$5,200.00	134.62%
86	Service Stubs or Reconnections without Stack on Sa	EA	6	\$1,200.00	0.00	\$0.00	\$0.00	10.00	\$12,000.00	\$7,200.00	166.67%
87	Bypass Pumping	LS	1	\$40,000.00	0.00	\$0.00	\$0.00	1.00	\$40,000.00	\$40,000.00	100.00%
	<b>B4 TOTAL SANITARY SEWER ITEMS</b>					<b>\$0.00</b>			<b>\$485,223.00</b>	<b>\$504,686.00</b>	
88	Remove and Dispose of Reinforced Concrete Pavement	SY	12840	\$2.00	0.00	\$0.00	\$0.00	6,888.78	\$13,777.56	\$25,680.00	53.65%
89	Remove and Dispose of Driveways (all Materials, Al	SY	983	\$2.00	34.35	\$68.70	\$68.70	597.30	\$1,194.60	\$1,966.00	60.76%
90	Remove and Dispose of Sidewalks (All Materials, Al	SY	1138	\$2.00	0.00	\$0.00	\$0.00	513.33	\$1,026.66	\$2,276.00	45.11%
91	Construct Concrete Curb, All Heights, Complete in	LF	4380	\$3.00	422.00	\$1,266.00	\$1,266.00	3,835.00	\$11,505.00	\$13,140.00	87.56%
92	Construct Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	14165	\$6.00	773.70	\$4,642.20	\$4,642.20	6,454.24	\$38,725.44	\$84,990.00	45.56%
93	Furnish Lime for Lime Stabilized Subgrade, Complet	TON	205	\$160.00	0.00	\$0.00	\$0.00	114.31	\$18,289.60	\$32,800.00	55.76%
94	Construct 7-inch High Early Strength Concrete, Inc	SY	940	\$70.00	66.29	\$4,640.30	\$4,640.30	988.16	\$69,171.20	\$65,800.00	105.12%
95	Construct 10-inch Reinforced Concrete Pavement, Co	SY	12320	\$58.00	383.80	\$22,260.40	\$22,260.40	8,047.58	\$466,759.64	\$714,560.00	65.32%
96	Sawcut Exist Pavement	LF	1246	\$5.00	0.00	\$0.00	\$0.00	460.00	\$2,300.00	\$6,230.00	36.92%
97	Earthwork, Roadway Excavation and Embankment	CY	2464	\$15.00	0.00	\$0.00	\$0.00	1,975.98	\$29,639.70	\$36,960.00	80.19%
98	Construct ADA Accessible Wheelchair Ramps, Complet	SF	2860	\$12.00	341.35	\$4,096.20	\$4,096.20	1,346.65	\$16,159.80	\$34,320.00	47.09%
99	Furnish and Install ADA Detectable Warning Pavers,	SY	27	\$120.00	3.56	\$427.20	\$427.20	11.48	\$1,377.60	\$3,240.00	42.52%
100	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	258	\$100.00	52.13	\$5,213.00	\$5,213.00	249.95	\$24,995.00	\$25,800.00	96.88%
101	Construct 1½-inch Asphaltic Concrete Surface Cour	TON	65	\$130.00	42.10	\$5,473.00	\$5,473.00	57.17	\$7,432.10	\$8,450.00	87.95%
102	Construct 4½-inch Concrete Sidewalk, Complete in P	SF	19222	\$6.00	2,203.65	\$13,221.90	\$13,221.90	14,572.85	\$87,437.10	\$115,332.00	75.81%
103	Remove and Reinstall Existing Mailbox and Post	EA	7	\$150.00	7.00	\$1,050.00	\$1,050.00	7.00	\$1,050.00	\$1,050.00	100.00%
104	Remove and Reconstruct Existing Brick Mailbox Stru	EA	1	\$350.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$350.00	0.00%
105	Board Expansion Joint with or without Load Transfe	LF	1360	\$4.00	0.00	\$0.00	\$0.00	478.10	\$1,912.40	\$5,440.00	35.15%
106	Horizontal Dowels, All Lengths	EA	2300	\$1.00	0.00	\$0.00	\$0.00	338.00	\$338.00	\$2,300.00	14.70%
107	Concrete Pavement Header	LF	420	\$5.00	0.00	\$0.00	\$0.00	286.00	\$1,430.00	\$2,100.00	68.10%
108	Remove and Dispose of Asphalt Pavement, Including	SY	160	\$25.00	0.00	\$0.00	\$0.00	58.67	\$1,466.75	\$4,000.00	36.67%
	<b>B5 TOTAL PAVING ITEMS</b>					<b>\$62,358.90</b>			<b>\$795,988.15</b>	<b>\$1,186,784.00</b>	
109	Drill Shaft (Traf Signal Pole) (24-in)(Pedestals	LF	18	\$125.00	0.00	\$0.00	\$0.00	18.00	\$2,250.00	\$2,250.00	100.00%
110	Drill Shaft (Traffic Signal Pole) (30-inch)	LF	46	\$160.00	0.00	\$0.00	\$0.00	46.00	\$7,360.00	\$7,360.00	100.00%
111	25' Traffic Signal Pole	EA	2	\$4,400.00	0.00	\$0.00	\$0.00	1.00	\$4,400.00	\$8,800.00	50.00%
112	30' Traffic Signal Pole	EA	1	\$4,500.00	0.00	\$0.00	\$0.00	1.00	\$4,500.00	\$4,500.00	100.00%
113	40' Traffic Signal Pole	EA	1	\$6,000.00	0.00	\$0.00	\$0.00	1.00	\$6,000.00	\$6,000.00	100.00%

Bid Item	Description	Units	Bid Qty	Unit Price	Jan '14		Jan '13		Totodate Amount	Contact Total	% Complete
					Monthly Qty	Monthly Amount	Todate Qty	Todate Amount			
114	Ped Pole Assembly	EA	2	\$800.00	0.00	\$0.00	2.00	\$1,600.00	\$1,600.00	100.00%	
115	Push Button Pole Assembly	EA	1	\$600.00	0.00	\$0.00	1.00	\$600.00	\$600.00	100.00%	
116	Saw Cut	LF	316	\$5.00	0.00	\$0.00	0.00	\$0.00	\$1,580.00	0.00%	
117	Traffic Signal Construction	EA	1	\$2,400.00	0.00	\$0.00	0.00	\$0.00	\$2,400.00	0.00%	
118	Temporary Traffic Signals	EA	1	\$6,000.00	0.00	\$0.00	0.70	\$4,200.00	\$6,000.00	70.00%	
119	Removal of Concrete Foundations	EA	4	\$500.00	0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00%	
120	Remove Traffic Signal Pole Assembly	EA	4	\$400.00	0.00	\$0.00	0.00	\$0.00	\$1,600.00	0.00%	
121	Electrical Service (UL TYPE 3R)	EA	1	\$4,000.00	0.00	\$0.00	1.00	\$4,000.00	\$4,000.00	100.00%	
122	Traffic Signal Pull box (5-TY B)	EA	5	\$500.00	0.00	\$0.00	2.00	\$1,000.00	\$2,500.00	40.00%	
123	1 1/2-inch (TRENCH) Conduit PVC (Sched 80)	LF	30	\$10.00	0.00	\$0.00	94.00	\$940.00	\$300.00	313.33%	
124	2-inch (TRENCH) Conduit PVC (Sched 80)	LF	20	\$10.00	0.00	\$0.00	77.00	\$770.00	\$200.00	385.00%	
125	3-inch (TRENCH) Conduit PVC (SCHED 80)	LF	42	\$12.00	0.00	\$0.00	47.00	\$564.00	\$504.00	111.90%	
126	4-inch (TRENCH) Conduit PVC (SCHED 80)	LF	81	\$14.00	0.00	\$0.00	34.00	\$476.00	\$1,134.00	41.98%	
127	4-inch (BORE) Conduit PVC (SCHED 80)	LF	532	\$15.00	0.00	\$0.00	334.00	\$5,010.00	\$7,980.00	62.78%	
128	Loop Detector Wire Cable	LF	1152	\$5.50	0.00	\$0.00	0.00	\$0.00	\$6,336.00	0.00%	
129	Loop Detector Lead-in-Cable	LF	958	\$1.25	0.00	\$0.00	0.00	\$0.00	\$1,197.50	0.00%	
130	VEH SIG SEC (12 INCH) INC (GRN) LED	EA	6	\$170.00	0.00	\$0.00	6.00	\$1,020.00	\$1,020.00	100.00%	
131	VEH SIG SEC (12 INCH) INC (YEL) LED	EA	6	\$170.00	0.00	\$0.00	6.00	\$1,020.00	\$1,020.00	100.00%	
132	VEH SIG SEC (12 INCH) INC (RED) LED	EA	6	\$75.00	0.00	\$0.00	6.00	\$450.00	\$1,020.00	100.00%	
133	Back Plate (12 INCH) (3 SEC)	EA	6	\$450.00	0.00	\$0.00	3.00	\$1,350.00	\$450.00	100.00%	
134	PED SIG SEC (12 IN) LED (2 INDICATIONS)	LF	320	\$1.00	0.00	\$0.00	0.00	\$0.00	\$2,700.00	50.00%	
135	TRF SIG CBL (TY A) (14 AWG) (3 CONDR)	LF	336	\$1.25	0.00	\$0.00	0.00	\$0.00	\$320.00	0.00%	
136	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	LF	1262	\$1.50	0.00	\$0.00	0.00	\$0.00	\$420.00	0.00%	
137	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	347	\$0.80	0.00	\$0.00	0.00	\$0.00	\$1,893.00	0.00%	
138	ELECT CONDR (NO. 8) BARE	LF	31	\$2.00	0.00	\$0.00	0.00	\$0.00	\$277.60	0.00%	
139	Signal Power (NO. 4 THHN)	EA	3	\$625.00	0.00	\$0.00	1.00	\$625.00	\$62.00	0.00%	
140	Detector Unit	EA	2	\$2,300.00	0.00	\$0.00	0.00	\$0.00	\$1,875.00	33.33%	
141	Phase Selector	EA	631	\$1.50	0.00	\$0.00	0.00	\$0.00	\$4,600.00	0.00%	
142	Optical Detector Cable	EA	1	\$19,000.00	0.00	\$0.00	0.00	\$0.00	\$946.50	0.00%	
143	Controller Cabinet 340 ITS	EA	1	\$2,600.00	0.00	\$0.00	1.00	\$19,000.00	\$19,000.00	100.00%	
144	Model 2070 Controller	EA	1	\$5,600.00	0.00	\$0.00	1.00	\$2,600.00	\$2,600.00	100.00%	
145	Battery Backup System	EA	1	\$5,600.00	0.00	\$0.00	1.00	\$5,600.00	\$5,600.00	100.00%	
146	Audible Pedestrian Signal Units	EA	4	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00%	
	<b>B6 TOTAL ELECTRICAL &amp; SIGNAL ITEMS</b>					<b>\$0.00</b>		<b>\$76,355.00</b>	<b>\$118,645.60</b>		
147	Install Raised Reflective Pavement Markers-Type I	EA	115	\$4.00	0.00	\$0.00	112.00	\$448.00	\$460.00	97.39%	
148	Install Thermoplastic Pavement Markings (4-inch, S	LF	360	\$0.50	0.00	\$0.00	259.00	\$129.50	\$180.00	71.94%	
149	Install Thermoplastic Pavement Markings (4-inch Br	LF	4550	\$0.50	0.00	\$0.00	1,095.00	\$547.50	\$2,275.00	24.07%	
150	Install Thermoplastic Pavement Markings (4-inch, S	LF	4600	\$0.50	0.00	\$0.00	3,372.00	\$1,686.00	\$2,300.00	73.30%	
151	Install Thermoplastic Pavement Markings (12-inch So	LF	680	\$3.00	0.00	\$0.00	272.00	\$816.00	\$2,040.00	40.00%	
152	Install Thermoplastic Pavement Markings(24-inch So	LF	610	\$6.00	0.00	\$0.00	445.00	\$2,670.00	\$3,660.00	72.95%	

Bid Item	Description	Units	Bid Qty	Unit Price	Jan '14		Jan '13		Contact Total	% Complete
					Monthly Qty	Monthly Amount	Todate Qty	Todate Amount		
153	Install Thermoplastic Pavement Markings (Word)	EA	2	\$160.00	0.00	\$0.00	0.00	\$0.00	\$320.00	0.00%
154	Install Thermoplastic Pavement Markings (Arrow)	EA	4	\$160.00	0.00	\$0.00	0.00	\$0.00	\$640.00	0.00%
155	Placement of Permanent Signs	SF	235	\$400.00	0.00	\$0.00	85.00	\$3,400.00	\$9,400.00	36.17%
156	Remove Existing Signs	SF	225	\$6.00	0.00	\$0.00	9.00	\$54.00	\$1,350.00	4.00%
<b>B7 TOTAL SIGNING &amp; PAVE MARKS ITEMS</b>										
						\$0.00		\$9,751.00	\$22,625.00	
157	Construct 4-inch x 8-inch, 60mm, Concrete Unit Pav	SF	1350	\$16.00	0.00	\$0.00	1,350.00	\$21,600.00	\$21,600.00	100.00%
158	Furnish and Install Sod	SY	178	\$5.00	0.00	\$0.00	568.00	\$2,840.00	\$890.00	319.10%
159	Fine Grading	SY	178	\$3.00	0.00	\$0.00	568.00	\$1,704.00	\$534.00	319.10%
160	Prepared Backfill Mix	LS	1	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00	\$2,100.00	100.00%
161	65 Gallon Savannah Holly (Ilex Attenuata Var Savan	EA	8	\$700.00	0.00	\$0.00	8.00	\$5,600.00	\$5,600.00	100.00%
162	65 Gallon Bald Cypress (Taxodium Distichum) 3-inch	EA	3	\$700.00	0.00	\$0.00	0.00	\$0.00	\$2,100.00	0.00%
163	30 Day Truck Watering Sod	LS	1	\$1,300.00	0.50	\$650.00	1.00	\$1,300.00	\$1,300.00	100.00%
<b>B8 TOTAL LANDSCAPE ITEMS</b>										
						\$650.00		\$35,144.00	\$34,124.00	
164	Re-Mobilization/De-Mobilization	LS	1	\$30,000.00	0.50	\$15,000.00	0.50	\$15,000.00	\$30,000.00	50.00%
165	Uniformed Police Officer	HR	736	\$25.00	0.00	\$0.00	0.00	\$0.00	\$18,400.00	0.00%
166	Ground Water Trench Dewatering	LF	100	\$42.00	0.00	\$0.00	0.00	\$0.00	\$4,200.00	0.00%
167	Excavation Around Obstructions	CY	200	\$30.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00%
168	Extra Hand Excavation	CY	200	\$15.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00%
169	Extra Machine Excavation	CY	200	\$20.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%
170	Extra Placement of Backfill Material	LF	2500	\$4.00	0.00	\$0.00	0.00	\$0.00	\$10,000.00	0.00%
171	6-inches Over Excavation of Trench Bottom	LF	10	\$60.00	0.00	\$0.00	0.00	\$0.00	\$600.00	0.00%
172	Extra 18-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$65.00	0.00	\$0.00	0.00	\$0.00	\$650.00	0.00%
173	Extra 24-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$70.00	0.00	\$0.00	0.00	\$0.00	\$700.00	0.00%
174	Extra 30-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$100.00	0.00	\$0.00	0.00	\$0.00	\$1,000.00	0.00%
175	Extra 29-inch x 45-inch Elliptical Reinforced Concr	LF	10	\$155.00	0.00	\$0.00	0.00	\$0.00	\$1,550.00	0.00%
176	Extra 60-inch Reinforced Concrete Pipe Storm Sewer	TON	15	\$150.00	0.00	\$0.00	6.60	\$990.00	\$2,250.00	44.00%
177	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	7	\$250.00	0.00	\$0.00	0.00	\$0.00	\$1,750.00	0.00%
178	Construct 1½ -inch Hot Mix Asphalt Concrete Surfacc	EA	4	\$2,000.00	0.00	\$0.00	0.00	\$0.00	\$8,000.00	0.00%
179	Extra Ductile Iron Compact Fittings	EA	8	\$500.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%
180	Extra Fittings in Place	SY	1500	\$46.33	0.00	\$0.00	744.67	\$34,500.56	\$69,495.00	49.64%
181	Temporary Detour Pavement	SF	500	\$30.00	0.00	\$0.00	0.00	\$0.00	\$15,000.00	0.00%
182	Temporary Special Shoring	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%
183	Extra 7-inch High Early Strength Concrete, Includi	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%
184	Extra 10-inch High Early Strength Concrete	TON	240	\$179.30	14.00	\$2,510.20	100.00	\$17,930.00	\$43,032.00	41.67%
	Furnish Cement Slurry for Lime Stabilized Subgrade, Complet	HR	736	\$15.00	228.50	\$3,427.50	1,240.00	\$18,600.00	\$11,040.00	168.48%
	Certified Flagmen									
<b>C TOTAL EXTRA UNIT PRICE TABLE</b>										
						\$20,937.70		\$87,020.56	\$245,867.00	
185	Early Completion of Phase 1, Barryknoll Lane from	DAY	10	\$5,000.00	0.00	\$0.00	0.00	\$0.00	\$50,000.00	0.00%

Bid Item	Description	Units	Bid Qty	Unit Price	Jan '14		Jan '13		Contact Total	% Complete
					Monthly Qty	Monthly Amount	Todate Qty	Todate Amount		
186	Early Completion of Phase 2A, Barryknoll Lane from	DAY	10	\$5,000.00	0.00	\$0.00	10.00	\$50,000.00	\$50,000.00	100.00%
187	Early Completion of Phase 2B, Barryknoll Lane	DAY	10	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$40,000.00	0.00%
188	Early Completion of Phase 3, Barryknoll Lane from	DAY	5	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$20,000.00	0.00%
	<b>D TOTAL CONTRACTOR INCENTIVES</b>					<b>\$0.00</b>		<b>\$50,000.00</b>	<b>\$160,000.00</b>	
189	Street Cut Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	0.50	\$1,250.00	\$2,500.00	50.00%
190	TXDOT Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	\$2,500.00	100.00%
191	Harris County Flood Control District Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	\$2,500.00	100.00%
	<b>E TOTAL CASH ALLOWANCE TABLE</b>					<b>\$0.00</b>		<b>\$6,250.00</b>	<b>\$7,500.00</b>	
	<b>Change order no. 1</b>									
192-new	Precast lids, concrete collars (replace Junc Box B136)	EA	1	\$11,929.75	0.00	\$0.00	0.00	\$0.00	\$11,929.75	0.00%
192-new	Construct Type C Manhole (60" diameter) on Box	EA	2	\$2,437.00	0.00	\$0.00	0.00	\$0.00	\$4,874.00	0.00%
						<b>\$0.00</b>		<b>\$0.00</b>	<b>\$16,803.75</b>	
	<b>Change order no. 2</b>									
192	Remove shoring at 21", 18", 15" and 12" sanitary sewer	LF	1994	\$26.38	0.00	\$0.00	1,994.00	\$52,601.72	\$52,601.72	100.00%
						<b>\$0.00</b>		<b>\$52,601.72</b>	<b>\$52,601.72</b>	
	Total earned							\$3,534,803.82		60.34%
	5% retainage							\$176,740.19		
	Previously Paid							\$3,256,905.63		
	Monthly estimate							\$101,158.00		

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: BARRYKNOLL EAST DRAINAGE & ROADWAY RECONSTRUCTION

Outline Agreement No.: \_\_\_\_\_ WBS No.: T-170015-0001-3

Contractor's Company Name: TEXAS STERLING CONSTRUCTION, Co.

Address: 20810 Fernbush; HOUSTON, TEXAS 77073

CERTIFICATION

GREG GARRISON, P.E., Contractor's Representative for the above referenced Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contractor made such payments (a) in proportion to the amount City paid Contractor and (b) in accordance and compliance with all applicable Contract Documents and laws; and (3) Contractor withheld no sums from any subcontractor for allegations of deficiency in Work. The term "subcontractor", as used herein, includes all persons or firms furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

EXCEPTION: Contractor sent Payment Notifications to the following subcontractors explaining why Contractor withheld payment. Copies are attached.

Subcontractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_ City, State, and Zip Code: \_\_\_\_\_

Amount of Payment Withheld: \_\_\_\_\_ Amount of Payment Withheld: \_\_\_\_\_

Date Payment First Withheld: \_\_\_\_\_ Date Payment First Withheld: \_\_\_\_\_

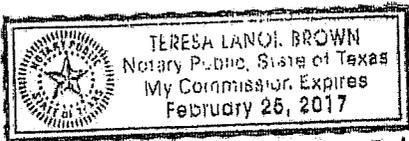
Description of Good Faith Reason: \_\_\_\_\_ Description of Good Faith Reason: \_\_\_\_\_

[Signature]  
GREG GARRISON, P.E.  
(Signature of Contractor's Representative)

GREG GARRISON, P.E.  
(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

2/7/14  
Date



[Signature]  
Notary Public in and for the State of Texas

My Commission Expires: 2/25/2017  
Expiration Date

Teresa L. Brown  
Print or Type Name of Notary Public

Roadway Reconstruction Project  
WBS No. T-170015-0001-3  
January 2014 Monthly MBE/SBE Report

	Paid To date MBE 14%	Paid To date SBE 8%	Estimated Totals MBE 14%	Estimated Totals SBE 8%	Percent Complete MBE Goal	Percent Complete SBE Goal
<b><u>14% MBE Summary</u></b>						
DNA Trucking	\$226,891.31		\$304,080.00		74.62%	
H&E Aggregate	\$305,445.37		\$355,687.50		85.87%	
Maintenance to Go	\$38,915.48		\$37,885.50		102.72%	
Reliable Signal	\$76,357.00		\$119,230.00		64.04%	
	<u>\$647,609.16</u>				<u>11.02%</u>	
<b><u>8% SBE Summary</u></b>						
Batterson		\$42,258.30		\$34,790.70		121.46%
CPSI (Paving supplies)		\$43,330.39		\$16,000.00		270.81%
El Dorado Paving		\$137,920.81		\$258,373.70		53.38%
Mickie Services		\$2,725.00		\$2,725.00		100.00%
Professional Traffic Control		\$100,952.10		\$158,288.00		63.78%
		<u>\$327,186.60</u>				<u>5.57%</u>

2/7/2014

Greg Garrison, PE  
Vice Preseident  
Texas Sterling Construction, Co.

MEMORANDUM

Date: January 28, 2014

To: Board of Directors  
Memorial City Redevelopment Authority (the "Authority")

Copy: Board of Directors  
Attorney for the Authority  
Bookkeeper for the Authority  
Texas Ethics Commission

From: Michelle Lofton

Subject: DISCLOSURE UNDER THE PUBLIC FUNDS INVESTMENT ACT

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As bookkeeper for the Authority, I submit this disclosure of my relationships with entities or individuals who are offering, have offered, or may offer to engage in an investment transaction with the Authority as of the date of this memorandum, in compliance with the Public Funds Investment Act and with the Authority's Investment Policy.

1. I have the following "personal business relationships" with individuals or entities who are offering to engage, have offered to engage or may offer to engage in an investment transaction with the Authority.

(a) I own (i) ten per cent (10%) or more of the voting stock or shares or (b) \$5,000 or more of the fair market value of the following business organizations:  
No

---

(b) I have received from the following business organizations funds that exceed ten percent (10%) of my gross income for the previous year:  
No

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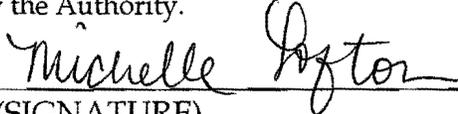
(c) I acquired from the following business organizations during the previous year investments with a book value of \$2,500 or more for my personal account:  
No

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2. I am related within the second degree of affinity (marriage) or consanguinity (blood) as determined by Chapter 573, Government Code, to the following individuals who are seeking, have sought or may seek to sell an investment to the Authority:  
No

---

3. I acknowledge that this disclosure will be filed with the Board of Directors of the Authority and the Texas Ethics Commission by the Authority.

  
\_\_\_\_\_  
(SIGNATURE)

RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY

WHEREAS, Memorial City Redevelopment Authority (the "Authority") has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations; and

WHEREAS, the Board of Directors has convened on this date at a meeting open to the public and wishes to conduct its annual review of the Investment Policy for the Authority, pursuant to Chapter 2256, Texas Government Code as amended from time to time; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MEMORIAL CITY REDEVELOPMENT AUTHORITY THAT:

The Board of Directors of the Authority has conducted an annual review of the Authority's Investment Policy and confirms that the current Investment Policy dated February 28, 2012, shall remain in effect until modified by action of the Board of Directors.

PASSED AND APPROVED on the 25th day of February, 2014.

\_\_\_\_\_  
Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

RESOLUTION ESTABLISHING THE AUTHORIZED DEPOSITORY INSTITUTIONS  
AND ADOPTING LIST OF QUALIFIED BROKER/DEALERS WITH WHOM THE  
AUTHORITY MAY ENGAGE IN INVESTMENT TRANSACTIONS

WHEREAS, Memorial City Redevelopment Authority (the "Authority") has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations; and

WHEREAS, the Board of Directors of the Authority desires to designate one or more banks or savings associations within the state to serve as depository for the funds of the Authority; and

WHEREAS, a depository of the Authority means any depository institution with which the Authority maintains demand or time deposits, including certificates of deposit; and

WHEREAS, the Public Funds Investment Act, Chapter 2256, Government Code, as amended from time to time, requires the Board of Directors of the Authority to, at least annually, review, revise, and adopt a list of qualified broker/dealers with whom the Authority may engage in investment transactions; and

WHEREAS, the Authority's Investment Policy provides that the list of qualified broker/dealers shall be adopted by written resolution of the Board of Directors; and

WHEREAS, the Board of Directors has convened on this date at a meeting open to the public and wishes to (i) establish the authorized depository institutions of the Authority, and (ii) adopt the list of qualified broker/dealers with whom the Authority may engage in investment transactions; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MEMORIAL CITY REDEVELOPMENT AUTHORITY THAT:

Section 1: The authorized depository institutions for the Authority are included in the attached **Exhibit A**, including the successor entities of any depository institutions listed therein, and are thereby established as the Authority's depositories.

Section 2: The funds of the Authority may be disbursed from such authorized depository institutions as authorized by the Board.

Section 3: The attached **Exhibit A** contains a list of the qualified broker/dealers with whom the Authority may engage in investment transactions,

which list shall be deemed to include the successor entities of any broker/dealers therein.

PASSED AND APPROVED this 25th day of February, 2014.

\_\_\_\_\_  
Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

## EXHIBIT A

### AUTHORIZED BROKERS LIST

Amegy Bank  
Bank of America  
Bank of Houston  
BBVA Compass Bank  
Cadence Bank  
Capital One  
Comerica Bank  
Community Bank  
Enterprise Bank  
First Prosperity Bank  
Frost Bank  
Green Bank  
Heritage Bank  
IBC Bank  
Independence Bank  
JPMorgan Chase Bank  
Libertad Bank  
Memorial City Bank  
Oasis Bank/Spirit of Texas  
Patriot Bank  
Plains State Bank  
RBC Bank  
Texas Capital Bank  
Texas Community Bank  
Texas Exchange Bank  
Texpool  
TexSTAR  
Third Coast Bank SSB  
Wells Fargo/Wachovia  
Woodforest National Bank

This list shall include any successor bank.



**Lockwood, Andrews  
& Newnam, Inc.**

A LEO A DALY COMPANY

January 21, 2014

Don Huml, Executive Director  
Tax Increment Reinvestment Zone No. 17 (TIRZ 17)  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Attention: Mr. Don Huml

**Re: Proposal to Provide Engineering Consulting Services to Memorial City  
Redevelopment Authority (MCRA) TIRZ17**

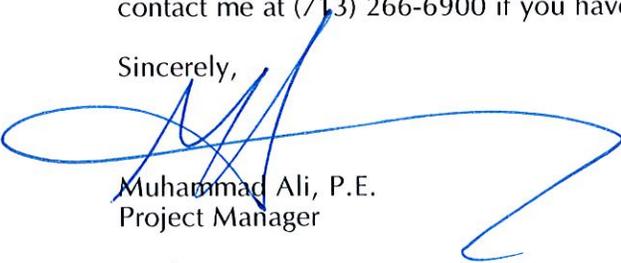
Dear Mr. Huml,

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for engineering consulting services. LAN will provide support services as requested and authorized by the Executive Director. LAN anticipates the scope of services to include various tasks to assist in implementing the MCRA's capital improvement program such as planning meetings, public information development, and other miscellaneous tasks

Time will be billed on an hourly basis, not to exceed \$10,000.00, at the current rates shown on the attached rate sheet. The invoice for this task order will be submitted separately from the CIP task orders.

We are prepared to begin this work immediately and look forward to our continued relationship in assisting the MCRA in implementing their capital program. Please feel free to contact me at (713) 266-6900 if you have any questions or need additional information.

Sincerely,



Muhammad Ali, P.E.  
Project Manager

MA:kg

Attachments: Exhibit A – Hourly Rate Schedule



Memorial City Redevelopment Authority  
 Approved Engineering Firms  
 Standard Rate Sheet Matrix  
 9/17/2013

	Classification	Rate
1	Principal	275
2	Sr. Project Manager	225
3	Project Manager	175
4	Construction Manager	170
5	Senior Project Engineer	165
6	Project Engineer	150
7	GIS Specialist	130
8	Graduate Engineer	120
9	Senior Designer	115
10	Inspector	110
11	Project Administrator	110
12	CADD Tech	90
13	Administrative Assistant	85
14	Clerical	65

TEMPORARY RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT  
BETWEEN  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
AND  
HOUSTON COMMUNITY COLLEGE SYSTEM

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This Temporary Right of Entry and Construction Agreement (this "**Agreement**") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014 ("**Effective Date**"), by and between Memorial City Redevelopment Authority (the "**Authority**"), a not for profit local government corporation, and Houston Community College System (the "**College**"), a public junior college established pursuant to Chapter 130 of the Texas Education Code, institution of higher education as defined in Section 61.003 of the Texas Education Code, and political subdivision of the State of Texas. The terms Authority and College individually shall be referred to herein as "**Party**" and collectively as "**Parties**."

RECITALS

**WHEREAS**, the College owns certain property abutting Lumpkin Road in Houston, Harris County, Texas, as depicted on **Exhibit A** ("Property"); and

**WHEREAS**, the Authority has agreed to construct certain improvements, as shown on **Exhibit B** and as more particularly described in this Agreement, ("**Improvements**") over and on the Property; and

Formatted: Font: Bold

**WHEREAS**, subject to the terms and conditions set forth herein, the College has agreed to grant the Authority access to the Property and the right to construct the Improvements on the Property.

**NOW THEREFORE**, for the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

Section 1. Temporary License Agreement. In consideration of the Authority's satisfactory performance of its obligations to construct and convey the Improvements to the College, the College hereby grants the Authority and any of the Authority's agents and contractors approved by the College the right to enter the Property during the

Term in order for the Authority to perform its obligations to construct the Improvements as described in this Agreement.

Section 2. Design and Construction of Improvements.

a. License to Enter Property. In consideration of the College's grant of the right-of-way over Lumpkin Road for the Authority to construct a roadway and in consideration of the College's grant of a license for the Authority to enter the Property, the Authority, at its sole cost and expense, shall design, construct, and install the Improvements or cause the Improvements to be designed, constructed, and installed as described in this Agreement.

b. Design. The Authority shall employ a licensed architect and/or engineer to design the Improvements, such design to be consistent with the College's overall master plan and improvements on its adjacent property and campus. The Improvements shall consist of, but not be limited to, the landscaping, hardscaping, seating amenities, and other access improvements consistent with and as shown **Exhibit B**. The Authority's architect/engineer will develop schematic drawings, design development documents, and construction documents and specification for the Improvements (collectively, the "**Plans**"). The College shall have the right to review and approve the Plans prior to construction. The Plans and construction shall comply with all requirements of any governmental authority having jurisdiction over the area where the Property is located ("**Governmental Requirements**").

c. Construction. Upon approval of the Plans by the College, the Authority will enter into a construction contract with its contractor to construct the Improvements. All Improvements must be completed before the end of the Term of this Agreement. Among other provisions protecting the College, the construction contract will require the contractor to construct the Improvements free of defects, to obtain payment and performance bonds for the value of the contract, to add the College as an additional insured on property and liability insurance policies, to create no liens to be placed upon the Property, and to indemnify the College against damages for property loss and injury to persons. The Authority will cause its contractors to construct and install the Improvements in accordance with the Plans approved by the College, in accordance with all Governmental Requirements, and in accordance with the contract between the Authority and the contractor. Upon substantial completion, the Authority will assign and will cause its contractor to assign all warranties under the contract to the College. The Authority shall obtain lien waivers from its contractor and subcontractors and not permit any liens to be filed upon the Property. At the conclusion of construction, the Authority will require the contractor to leave the Property in a neat and clean condition free of all debris and construction materials. The College shall have the right to review and approve the construction contract if requested.

d. Ownership of Improvements. Upon completion of the Improvements, the Improvements shall become the sole property of the College.

Section 3. Maintenance of Improvements. Upon completion of construction of the Improvements, the College will operate and maintain the Improvements in a manner substantially similar to maintenance of its other properties within the College system. The Improvements may be used by members of the public. Notwithstanding the foregoing, the College shall not be responsible for any repairs or damage to the Improvements caused by a person over whom the College does not have control nor shall the College be responsible for or have any liability for any security of the Property or the Improvements. Except in the event that the Authority's contractor constructed the Improvements in a defective or non-conforming manner, the Authority shall not have any responsibility for the condition, operation, maintenance, repair or replacement of any of the Improvements. The City of Houston, Texas, will have not have any responsibility for the condition, operation, maintenance, repair, or replacement of any Improvements.

Section 4. Notice. All notices shall be in writing and given by certified mail with return receipt requested, with receipt as of the date of the signed receipt; by hand deliver, with receipt as of the date and time received; and by facsimile or other electronic means, with receipt acknowledged. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, unless changed in writing prior to such notice, the addresses of the Parties shall be as shown on the signature page of this Agreement with copies to those indicated below the signatures. The Parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen (15) days written notice to the other Party in the same manner as for notice set forth in this Section 4.

Section 5. Authority's Insurance Obligations. Without any cost of liability to the College, the Authority will cause all contractors, subcontractors, and other representatives of the Authority entering the Property under this Agreement to acquire and maintain insurance of the following types and minimum limits:

- A. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products-Completed Operations Aggregate - \$2,000,000
  - d. Personal & Advertising Injury -\$1,000,000
- B. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- C. Excess Liability: \$2,000,000/\$2,000,000

- D. Worker's Compensation insurance, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease.
- E. Builder's Risk/All Risk, issued on a completed value basis on all insurable work included under the contract, including completed work and work in progress to the full insurable value of the entire work for the construction of the Improvements.
- F. Coverage for debris removal, with limits not less than \$50,000.
- G. Payment and Performance bonds for the full value of the construction contract.

All contractor insurance will remain in effect until one (1) year after final completion under the construction contract except for insurance on defects of construction, which shall remain in effect for the limitations period set forth in the Texas Civil Practices and Remedies Code. Insurance companies shall be legally licensed and admitted through the Texas Department of Insurance to engage in the business of furnishing insurance in the State of Texas. All insurance companies shall have an "A-VIII" in Bests Rating Guide and shall be satisfactory to College. All required insurance, except for Workers' Compensation insurance, must add the College as an additional insured by endorsement. The Authority will further cause its contractors to cause all required insurance policies, if necessary by endorsement, to waive any rights of subrogation against the College. Certificates, endorsements, and insurance policies shall include the following clause: "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to Houston Community College System. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice." Before commencement of the construction of the Improvements, certificates of insurance and copies of endorsements shall be furnished to College, with complete copies of policies to be furnished to College promptly upon request.

Section 6. College Insurance. The College shall, at its sole expense, obtain and maintain insurance on the Property substantially similar to the types and amounts of coverage the College has on its other properties. The College may insure the Property through a blanket or umbrella policy at the College's sole discretion.

~~Section 7. INDEMNIFICATION. THE AUTHORITY AGREES TO AND HEREBY DOES INDEMNIFY THE HOUSTON COMMUNITY COLLEGE SYSTEM, ITS TRUSTEES, EMPLOYEES, AND AGENTS AGAINST ANY CLAIMS, LOSSES, AND LIABILITIES, WITH RESPECT TO THE DESIGN AND CONSTRUCTION OF THE IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY PROPERTY LOSS, INJURY TO PERSON, DEFECTS IN CONSTRUCTION, AND ANY LIENS IMPOSED UPON THE PROPERTY.~~

Section 78. No Third Party Benefit. This Agreement shall be for the sole and exclusive benefit of the Authority and the College and shall not be construed to confer any benefit or right upon any customers, residents, or members of the Authority or the College, or on any other Party, including in the nature of third party beneficiaries.

Section 89. Assignment. This Agreement is not assignable by any Party hereto except with the prior written consent of the other Party.

Section 910. Modification. Except as provided in this Agreement, this Agreement may not be changed or modified except with the written mutual consent of the Parties hereto.

Section 101. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and supersedes all prior negotiations and agreements, whether verbal or written. There have been and are no agreements, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein.

Section 112. Term and Effect of Termination.

a. Term. This Agreement shall commence with the Effective Date and terminate on the date that is the earlier of (a) the date that is two (2) years from the Effective Date; or (b) the date that is one (1) year after the date final completion is achieved under the Authority's construction contract. The earlier of (a) or (b) shall be referred to herein as "**Expiration Date.**" The time period between the Effective Date and the Expiration Date shall be referred to herein as "**Term.**"

b. Termination. A default under this Agreement occurs if either Party materially fails in performing its obligations under this Agreement. In the event of default by either Party, the non-defaulting Party shall give the Party alleged to have committed the default notice of such default with the defaulting Party having ten (10) days thereafter to cure such default. If the defaulting Party has not cured the default within such ten (10) day period, the non-defaulting Party may terminate this Agreement pursue any remedies available in law (Chapter 2260 of the Texas Government Code and Chapter 271, Subchapter I of the Texas Local Government Code with respect to the College; and other applicable law with respect to a default by the Authority). Notwithstanding the foregoing, in the event of a default that affects the health or safety of any person or an emergency, any such default must be cured immediately upon notice by the non-defaulting Party and if no cured immediately, the non-defaulting Party may cure such default, terminate this Agreement, and pursue damages against the other Party to be reimbursed for the costs and expenses, including attorneys' fees incurred by such Party to cure the default.

Section 123. No Waiver Implied. The failure of either Party hereto to insist, in any one or more instances, upon performance of any terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

Section 134. No Waiver of Immunity. Nothing contained herein shall operate to or be deemed as having waived any immunities to which the College or the Authority is entitled under law.

Section 145. Incorporation. The recitals are incorporated into the Agreement for all purposes. Exhibits A and B, attached hereto, are incorporated into the Agreement for all purposes.

Section 156. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. The Parties consent to the jurisdiction and venue of the state courts of Harris County, Texas, or the federal courts of the Southern District of Texas, Houston Division, for any action under this Agreement.

Section 167. Counterparts; Electronic Signatures. This Agreement may be executed in any number of identical counterparts each of which shall be deemed an original and all of which will constitute one agreement. The parties agree to accept electronic signatures and electronic copies of the Agreement for purposes of an original and intend that this Agreement be subject to the Texas Electronics Transaction Act.

[EXECUTION PAGES FOLLOW]

[Signature page for Temporary Right of Entry and Construction Agreement between the Memorial City Redevelopment Authority and the Houston Community College System with an Effective Date of \_\_\_\_\_]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MEMORIAL CITY REDEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

With copies to:

HOUSTON COMMUNITY COLLEGE

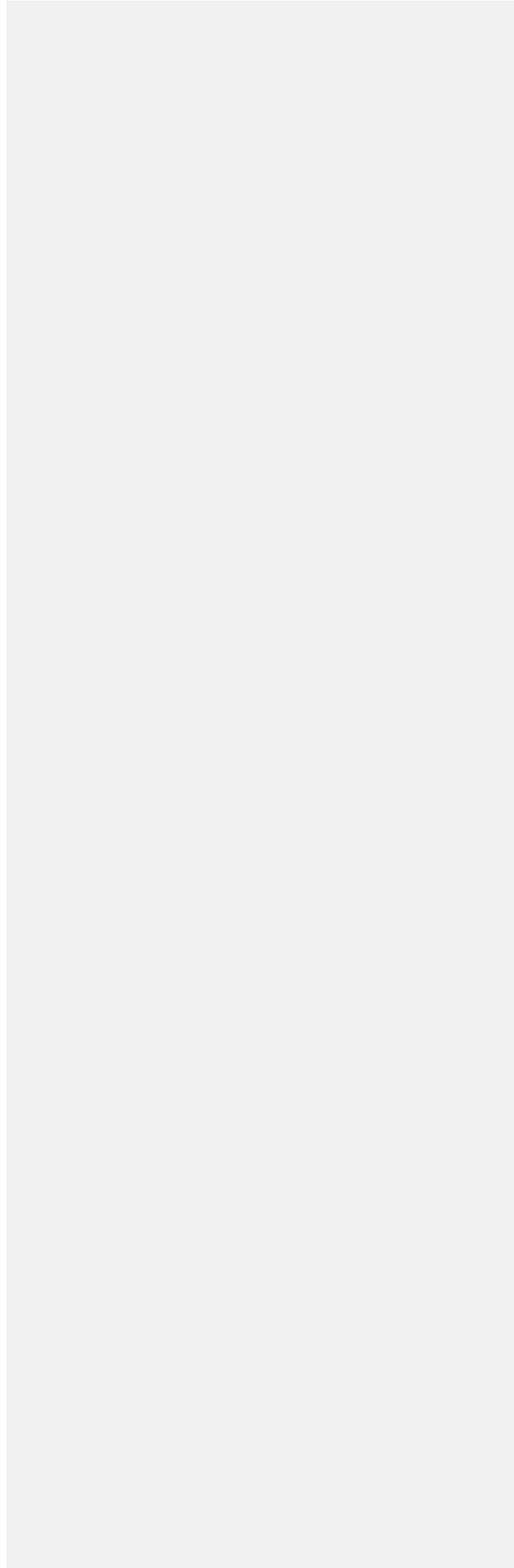
By: \_\_\_\_\_  
Renee Byas, Acting Chancellor

With a copy to: Ms. Destinee Waiters  
Acting General Counsel  
Houston Community College System  
3100 Main Street  
Houston, Texas 77002  
Telephone: 713-718-7584  
Facsimile: 713-718-7585  
Email: destinee.waiters@hccs.edu

With copy to: Maureen Singleton  
Thompson & Horton, LLP  
Phoenix Tower, Suite 2000  
3200 Southwest Freeway  
Houston, Texas 77027  
Telephone: 713-554-6750  
Facsimile: 713-583-7909  
Email: [msingleton@thompsonhorton.com](mailto:msingleton@thompsonhorton.com)

Exhibit A  
The Property

Exhibit B  
The Improvements



## ESCROW AGREEMENT

WHEREAS, KFP LTD., a Texas limited partnership ("KFP"), and MEMORIAL CITY REDEVELOPMENT AUTHORITY, a not for profit local government corporation organized and existing under the laws of the State of Texas pursuant to Subchapter D, Chapter 431, Texas Transportation Code ("Authority"), entered into that certain Post-Closing Agreement (the "Agreement");

WHEREAS, terms not defined herein shall have the meanings set forth in the Agreement;

WHEREAS, the Agreement requires that, within thirty (30) days after completion of construction of the Detention Facilities, the Authority will deposit with a party acceptable to both KFP and Authority (the "Escrow Agent") funds in an amount sufficient to cover maintenance costs for the Property for six (6) months based on the Maintenance Standards to be held in escrow (the "Escrow Account") by the Escrow Agent pursuant to the terms hereinafter set forth;

WHEREAS, KFP and the Authority have determined that the costs for six months of maintenance are \$5,000;

WHEREAS, KFP and the Authority desire to appoint George M. Kuhn, Jr., Trustee ("Escrow Agent") to serve as the Escrow Agent pursuant to the terms of this Agreement;

NOW THEREFORE, for good and valuable consideration, this Agreement is entered into on the date set forth below by and among the Authority, KFP and the Escrow Agent.

1. Duties of the Authority. The Authority agrees to deposit with the Escrow Agent the sum of \$5,000 (the "Funds") in immediately available funds within thirty (30) days after completion of construction of the Detention Facilities (the "Effective Date").
2. Appointment of Escrow Agent. KFP and the Authority hereby appoint George M. Kuhn, Jr., Trustee, to serve as the Escrow Agent during the Term hereof, and the Escrow Agent hereby accepts and agrees to perform its duties and obligations hereunder, pursuant to the applicable express terms of this Agreement.
3. Escrow Period. The Escrow Account will remain funded for a period beginning with the Effective Date and continuing until the earlier of three (3) years from the date of completion of construction of the Detention Facilities, or the date on which Authority conveys the Property to a third party (the "Escrow Period").

4. Duties of Escrow Agent. The duties of Escrow Agent shall be limited to those expressly set forth in this Agreement. The Escrow Agent is directed to disregard any and all notices or instructions given by any of the parties hereto or by any other person, firm or corporation, except such notices, certifications or instructions as are expressly provided for herein as well as, to the extent later applicable, orders or process of any court of competent jurisdiction entered or issued, which, by lapse of time or otherwise, shall no longer be or shall not be subject to appeal or review.

More specifically, the duty of the Escrow Agent shall be to hold the Funds deposited by the Authority in Escrow during the Escrow Period. All unused escrowed funds will revert to the Authority upon termination of the Escrow Period.

5. Use of Escrowed Funds. If, at any time during the Escrow Period, the Authority fails to maintain the Property in accordance with the Maintenance Standards, as defined in the Agreement, and such failure continues for sixty (60) days after receipt of written notice from KFP to Authority and the Escrow Agent specifying with particularity the maintenance failure, KFP will send the Authority a second notice that is clearly and conspicuously marked "SECOND AND FINAL NOTICE". If the Authority fails to correct such maintenance failure within thirty (30) days after receipt of such second (2nd) notice by the Authority, KFP shall be entitled to direct that the Funds be disbursed by the Escrow Agent to pay the Authority's maintenance contractor to perform the maintenance work specified in its landscaping contract with the Authority as necessary to correct such maintenance failure. The Authority shall replenish any funds expended from the Escrow Account in accordance with this Section within thirty (30) days after receipt of written notice from KFP and the Escrow Agent of such expenditure.
6. Agreements regarding Escrow Agent. Escrow Agent shall not be liable or responsible for the (a) nature or extent of the evidence of compliance or performance on the part of the participants; or (b) the correctness or details of any invoice or bill submitted by a party hereto. In determining the occurrence of any event or contingency, Escrow Agent may request from the other parties hereto such reasonable additional information as Escrow Agent, in its reasonable discretion, may deem necessary, and in this connection, may consult with representatives of the other parties hereto. Escrow Agent shall not be liable for any damages resulting from any reasonable delay in acting hereunder, pending its examination of the additional information requested.
7. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, shall be personally delivered, delivered by nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to KFP or to the Authority at the address for the applicable party set forth below or to such other address as the addressee

shall have designated by written notice sent in accordance herewith. Any notice provided for herein shall be deemed effective, (i) if sent by personal delivery or by overnight delivery service, on the date of actual delivery, and (b) if by properly addressed mail, certified or registered with return receipt requested, and postage prepaid, three (3) days after deposit in the United States mail. KFP and the Authority agree not to transmit notices contemplated by this Agreement by electronic means without also sending same in a manner set forth in this Section. For purposes of notice, the addresses of the parties shall be as follows:

If to KFP: KFP Ltd.  
1331 Lamar Street, Suite 1350  
Houston, Texas 77010-3036

If to Escrow Agent: George M. Kuhn, Jr.  
1001 West Loop South, Suite 700  
Houston, Texas 77027

If to Authority: Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024  
Attn: Mr. Don Huml

with a copy to: Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Ms. Jessica Holoubek

8. Modification. This Escrow Agreement cannot be amended or modified without the written approval of all parties to this Escrow Agreement and the written consent of Escrow Agent.
9. Governing Law. This Escrow Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with the laws of the State of Texas; and the payment of all sums, and the performance of all obligations, shall be in Harris County, Texas.

[EXECUTION PAGE FOLLOWS]

**MEMORIAL CITY REDEVELOPMENT  
AUTHORITY**

\_\_\_\_\_  
Ann Givens  
Chair, Board of Directors

Date: \_\_\_\_\_

**GEORGE M. KUHN JR., TRUSTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**KFP LTD., a Texas limited partnership**

By: KFP Management, L.L.C., a Texas  
limited liability company, its General  
Partner

By: \_\_\_\_\_  
Ford J. Frost, Vice President

Date: \_\_\_\_\_



# Briar Branch (W140-01-00)

Stormwater Detention Basin ( Phase I & Phase II)  
WBS No. T-17000-0011-6

## Project Description

The Briar Branch drainage area covers a relatively flat region north of IH-10 and south of Neuens Road. The region has had a number of documented flood events. The areas located immediately north of Briar Branch and south of the Long Point Fault line that traverses this area have seen the greatest frequency of flooding.

TIRZ 17 undertook a Regional Drainage Study (RDS) of approximately 4,000 acres for the purpose of identifying regional solutions to existing drainage problems. The proposed basin is the first phase of planned improvements for the Briar Branch watershed. It will serve as mitigation for upstream channel improvements (Phase II) and storm sewer conveyance improvements (Phase III) in the immediate area of Briar Branch. The planned total volume of the detention basin is 44 ac-ft, of which approximately 40 ac-ft (89%) is dedicated for community flood damage reduction.



Not to scale

## TIRZ 17 Mission Statement

*The mission of the Tax Increment Reinvestment Zone #17 (TIRZ 17) is to enhance the redevelopment and economic growth within the TIRZ by targeting projects to improve drainage, mobility and the quality of life.*

## Project Location

*The proposed regional detention site is located 1300 feet east of Bunker Hill Road and on the south side of Briar Branch. The basin site is immediately adjacent to and east of a major shopping center located at the northeast corner of Bunker Hill Road and IH-10.*

## Status Report

### Phase I - Utility Relocation Package

- Project completed.

### Phase II - Detention Basin Package

- Excavation continues at south end of basin.
- Spreading top soil in preparation for landscaping and grass seeding.
- Installation started on pilot channels in bottom of basin.



The final project as designed and constructed may vary from the depiction.

# Construction Schedule

Construction Phases	Schedule Completion
Phase I - Utility Relocation Package - Public utilities relocated to accommodate the proposed Detention Basin.	August 2013
Phase II - Detention Basin Package - Construction of detention basin which involves soil excavation, site utility demolition/clearing and grubbing, construction of outfall structure, fine grading, installation of riprap, slope paving, construction of concrete pilot channels, and landscaping. - Contract amount: \$2,835,903.90	February 2014

Payment Estimates (Phase I)	
Original contract amount	\$329,821.05
Change order amount to date	(\$13,472.78)
Current contract amount	\$316,348.27
Previous payments	\$316,348.27
Current payment due	\$0.00

Payment Estimates (Phase II)	
Original contract amount	\$2,835,903.90
Change order amount to date	(\$0.00)
Current contract amount	\$2,835,903.90
Previous payments	\$1,287,721.41
Current payment due	\$688,422.25



Phase II - Completing basin excavation at south end.



Phase II - View of 10' wide pilot channels .



Phase II - Top soil placed and layout beginning for landscaping along east side.

## Construction Time:

- Phase I
  - Project Completed
- Phase II
  - Construction completion February 17, 2014.

## Contact Information:

Construction Manager (CM):  
Lockwood, Andrews, and Newnam, Inc. (LAN)  
2925 Briarpark Dr.  
Houston, TX 77042

Contractor:  
Phase I: Reytec  
1901 Hollister Rd.  
Houston, TX 77080

Phase II: L. N. McKean, Inc.  
PO Box 130250  
The Woodlands, TX 77393

# Barryknoll East

Drainage and Roadway and Reconstruction Project  
WBS No. T-170015-0001-3

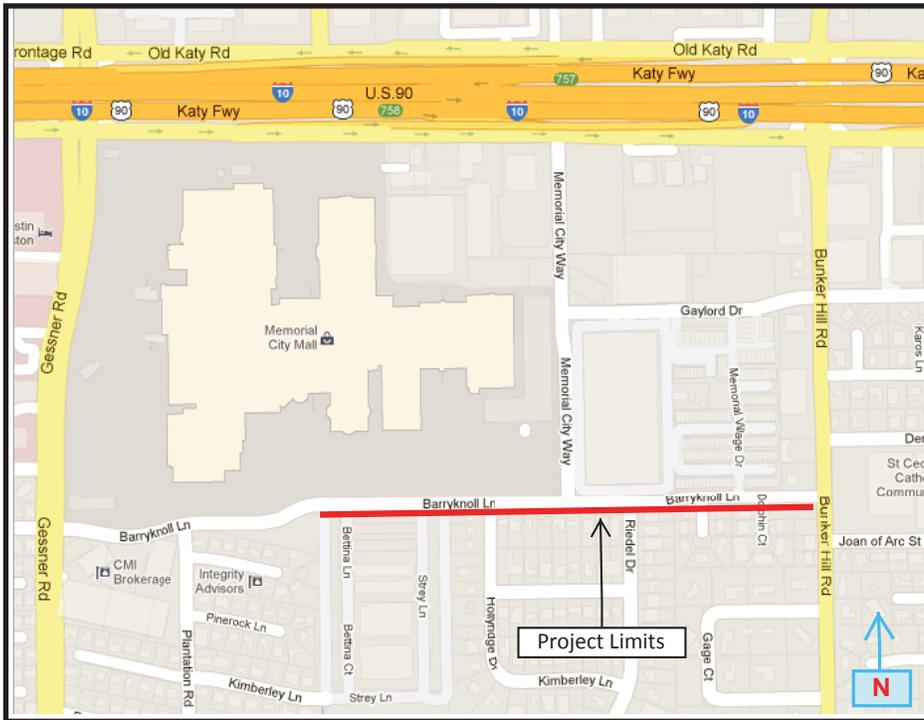
TIRZ 17

REDEVELOPMENT  
AUTHORITY



## Project Location

The project is located along Barryknoll Lane between Gessner Road and Bunker Hill Road running along the south side of the Memorial City Mall. The final design and construction of the project was split into two phases. The first phase that is currently under construction is between Bunker Hill Road and the Harris County Flood Control Channel W-151-00-00 (At the entrance to the Memorial City Mall west of Bettina Court).



Not to scale

## Project Purpose

*The purpose of the Project is to improve local and regional drainage with the installation of additional storm sewer (2 ~ 8'x6' reinforced concrete boxes) which will result in increased conveyance and an additional flood storage of over 4.5 ac-ft.*

## Project Description

*The overall construction will consist of removal and replacement of storm sewer facilities, water lines, sanitary sewer, concrete pavement, and sidewalks throughout the project limits. The traffic signal at Memorial City Way will also be upgraded to meet current City of Houston Standards.*

## Status Report

- Project is currently demobilized pending AT&T ductbank completion.

## Current Traffic Control

- Beginning of project to Memorial City Way: All 4 lanes open for two-way traffic
- Memorial City Way to Bunker Hill Road: Only 2 lanes open for two-way traffic

# Construction Schedule

Construction Phases	Schedule Completion
Phase I - South Side from W151 Channel to Bunker Hill - Installation of north & south water lines and sanitary sewer. - Replacement of concrete pavement, driveways, and sidewalk on south side.	July 2013
Phase II - North Side from W151 Channel to Memorial City Way Intersection - Build storm reinforced concrete box, concrete pavement, sidewalk, and traffic signal at Memorial City Way.	October 2013
Phase III - North Side from Memorial City Way to Bunker Hill - Install remaining storm reinforced concrete box, concrete pavement, driveways, and sidewalk on north side.	March 2014

Payment Estimates	
Original contract amount	\$5,874,319.99
Change order amount to date	(-\$50,081.81)
Current contract amount	\$5,824,238.18
Previous payments	\$3,256,905.63
Current payment due	\$101,158.00

\* For more information please refer to TIRZ 17 website

## Construction Time:

- Contract time is 365 calendar days.
- Notice to Proceed date – March 18, 2013
- Contract completion date – March 25, 2014

## Contact Information:

Construction Manager (CM):  
Lockwood, Andrews, and Newnam, Inc. (LAN)  
2925 Briarpark Dr.  
Houston, TX 77042

Contractor:  
Texas Sterling Construction Co.  
20810 Fernbush  
Houston, TX 77073

February 20, 2014

Mr. Don Huml  
Executive Director  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Re: Proposal for Phase 2 Detailed Design  
For Briar Branch (W140-01-00) Channel Improvements  
Briar Branch Reconstruction from Gessner Road east to Oak Tree Drive  
TIRZ 17 CIP No. T-1734  
Klotz Associates Project No. 1111.002.000

Dear Mr. Huml:

In response to your recent request, Klotz Associates has prepared this proposal for the engineering services to provide the Phase 2 Detailed Design for the Briar Branch (W140-01-00) Channel Improvements Project. These services will include the preparation of the Phase 2 Detailed Design, Plans and Specifications for the proposed Briar Branch (W140-01-00) Channel Improvements (TIRZ 17 CIP No. T-1734), Briar Branch Reconstruction from Gessner Road east to Oak Tree Drive, and the detailed design update of the Briar Branch Improvements Impact Analysis and Report for final approval by Harris County Flood Control District (HCFCD). The proposed project is identified in the current TIRZ 17 five-year Capital Improvement Plan as TIRZ 17 CIP No. T-1734.

These engineering services are required for the preparation of and obtaining the required approvals for the construction plans and documents of the proposed improvements to Briar Branch based on the recommendations in the Preliminary Engineering Report (PER) (LAN - September 2013) and the Preliminary Drainage Impact Analysis Report (LAN - December 2013). The construction cost for this project was estimated in the PER to be approximately \$13 million. Review submittals to TIRZ 17 and the City of Houston will be submitted at the 70%, 90% and final phase of detailed design work. Review submittals to HCFCD will be at 90% and final phases after initial coordination of design at the 70% phase. The submittals will include the construction drawings as well as detailed construction cost estimates.

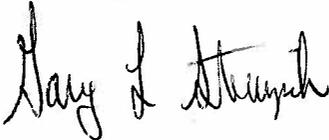
We propose to provide these Phase 2 Services as a Task Order under our Master Agreement for Professional Services. The requested Not-to-Exceed authorization of \$713,800.00 includes a Lump Sum of \$624,155.00 for Basic Services and a Not-to-Exceed Fee of \$89,645.00 for Additional Services, Sub-Contracted Services and Reimbursable Expenses. Exhibit A provides

Mr. Don Huml  
February 20, 2014  
Page 2 of 2

details for the proposed Scope of Work. Exhibit B provides the manhour estimate and fees requested for Basic and Additional Engineering Services. Also attached, Exhibit C provides the Kuo & Associates proposal for the additional survey required for final design. We anticipate completion of detailed design in approximately 180 days after Notice-to-Proceed.

We appreciate the opportunity to continue to work with the Memorial City Redevelopment Authority (TIRZ 17) to provide Phase 2 Detailed Design Services for this project. Please call Ed Conger, P.E. or me if you have any questions or require any additional information.

Sincerely,



Gary L. Struzick, P.E., CFM  
Vice President

GLS:azm

Enclosures

Accepted for  
Memorial City Redevelopment Authority

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Signature

Date

---

Print

Accepted for the City of Houston

---

Signature

Date

---

Print

**Exhibit A**  
**Scope of Services for Phase II Detailed Design for**  
**W140 Channel Improvements**  
**Briar Branch Drainage Improvements from**  
**Gessner Road east to Oak Tree Drive**  
**TIRZ 17 CIP No. T-1734**

This proposal is for the professional Engineering services for the drainage and channel improvements and utility relocations along Briar Branch (HCFCD Unit W140-01-00) from the east side of Gessner Road east to Oak Tree Drive and the east side of the Briar Branch Stormwater Detention Basin currently under construction for TIRZ 17. The proposed project is identified in the TIRZ 17 five-year Capital Improvement Plan as TIRZ 17 CIP No. T-1734. The construction plans and documents for the proposed improvements to Briar Branch will be based on the recommendations in the Preliminary Engineering Report (PER) (LAN - September 2013) and the Preliminary Drainage Impact Analysis Report (LAN - December 2013). The construction cost for this project was estimated in the PER to be approximately \$13 million.

The following scope details the procedures that will be followed to provide the civil engineering services to prepare bid-ready design plans for the W140 Channel Improvements. The existing Briar Branch storm sewer and channel will be removed and replaced beginning at the east side of Gessner Road and will continue east approximately 6800LF along the channel to the east side of the Briar Branch Detention Basin at approximately Oak Tree Drive. The scope of work for the detailed design includes preparing the detailed design update of the Briar Branch Improvements Impact Analysis and Report for final approval by Harris County Flood Control District (HCFCD). The Preliminary Briar Branch Improvements Impact Analysis and Report prepared by LAN has received conditional approval by HCFCD. The detailed construction documents will be prepared in accordance with HCFCD and City of Houston requirements.

**I. Basic Engineering Services**

**A. Channel Improvements Construction Plan Production**

**1. General Sheets**

The Title / Cover sheet will be prepared in accordance with City of Houston and HCFCD requirements. This sheet will include an area vicinity map to identify the project location. Other General Sheets include the Drawing Index, General Notes and Abbreviations, Survey Control Sheets and Sheet Layout Maps. The General Construction Notes will include standard HCFCD, City of Houston, Private Utility as well as TIRZ 17 construction notes.

**2. Existing and Proposed Typical Sections**

Typical Sections will be prepared to show existing and proposed horizontal dimensions, typical location of existing and proposed drainage facilities and existing buried utilities, right-of-way and easements.

3. **Demolition Plans**  
Demolition Plans will be prepared to show the location and extent of drainage and other facilities to be removed or replaced for this project.
  4. **Plan and Profile Sheets**  
Plan and Profile Sheets for the proposed drainage improvements along Briar Branch will be prepared in accordance with HCFCD requirements and will include existing topography and utilities as well as the alignment and extent of the proposed drainage improvement in plan view. The profile will include the natural ground at the existing right-of-way and at the center of the proposed drainage improvements. The size and location of existing public and private utilities will be shown based on available information.  
Plan and Profile Sheets along Cross Streets and at street crossings, prepared in accordance with City of Houston requirements, will also be provided.
  5. **Maintenance Access Plans and Details**  
A Maintenance Access Plan will be prepared in consultation with TIRZ 17 and HCFCD for approval as part of the Impact Analysis Report. Construction Plans prepared will include Maintenance Access Layout Plans and Details.
  6. **Storm Sewer Lateral Sheets**  
Storm Sewer Lateral sheets will be prepared to show the profile and additional detail of the storm sewer elements that cannot be adequately shown on the Briar Branch Plan and Profile drawings.
  7. **Storm Sewer Details**  
Special and non-standard details will be developed for construction of the drainage elements that are not shown in the standard details.
  8. **Standard Details**  
City of Houston and HCFCD Standard Storm Sewer and Drainage Details will be included where applicable and edited as necessary for use on this project.
  9. **Structural Details**  
Structural Details will be prepared for the non-standard Junction Boxes, Access Vaults, and Retaining Walls required for this project. Retaining Wall Plan and Profile drawings and plans for any required adjustments to the Basin Weir inflow/outflow structures will also be prepared.
  10. **Cross Sections**  
Cross Sections will be produced along the project baseline at 100-foot intervals showing the existing ground and proposed grading and existing and proposed drainage and utility elements within the right-of-way.
- B. Water and Sanitary Sewer Design**
1. **Plan and Profile Drawings for Water and Sanitary Relocations**  
Plan and Profile Drawings, prepared in accordance with City of Houston requirements, will be prepared for water and sanitary sewer relocations required for construction of the Briar Branch Drainage Improvements.

2. **Standard Details**

City of Houston Standard Water and Sanitary Sewer Details will be included where applicable and edited as necessary for use on this project.
  3. **Water and Sanitary Crossings**

Plan and Profile Drawings, prepared in accordance with City of Houston requirements, will be produced for the water and sewer mains crossing the proposed Briar Branch Drainage Improvements.
- C. **Drainage Design**
1. **Overall Drainage Area Map**

An Overall Drainage Area Map will be prepared from the project outfall at the east side of the Briar Branch Detention Basin at Oak Tree Drive west approximately 6800 LF to the east side of Gessner Road. Drainage boundaries will be developed based on the PER and best available information.
  2. **Existing Conditions Drainage Area Map**

An Existing Conditions Drainage Area Map will be developed. The drainage areas developed for the PER will be updated and expanded to the inlet level within the project limits.
  3. **Proposed Conditions Drainage Area Map**

A Proposed Conditions Drainage Area Map will be developed. The drainage areas developed for the PER will be updated and expanded to the inlet level within the project limits.
  4. **Proposed Storm System Design**

The Proposed Storm Sewer Design will begin with validation of the recommended alternative developed from the PER. This will include an update of the LAN SWMM Model initial PER trunkline to incorporate any changes and add the inlet detail required for detailed design. Detail Design for trunkline size, location, elevation and cover will be determined.
  5. **Proposed Storm Sewer 100-Year Analysis**

The Proposed Storm Sewer 100-year Analysis will be provided that will include modifications required to comply with the 100-Year Extreme Event Requirements of HCFCO and the City of Houston.
  6. **Update Impact Analysis Report for Detailed Design**

A Final Design Impact Analysis Report will be prepared for approval by HCFCO. This will include determination of 2-Year and 100-Year impacts for Detailed Design, preparation of updated mitigation recommendations with estimated level-of service, and preparation of a Final Impact Analysis Report for the project.
- D. **Project Management, Coordination & Deliverables**
1. **Project Management / Project Controls**

Project Management activities will be ongoing throughout the project. These activities include development of the project management plan, project documentation, reporting, correspondence, invoicing, project oversight, and project closeout. Also included are regular project meetings with the TIRZ and monthly reports to the TIRZ 17 Board.

2. **Agency Coordination, Approvals and Signatures**  
Throughout the project, coordination meetings will be required to facilitate approvals and signatures from HCFCD and the City of Houston. HCFCD approvals will be obtained for the Final Drainage Impact Analysis Report. Coordination for City of Houston and HCFCD review at 70%, 90%, Final will be provided as required to provide the necessary HCFCD and City of Houston signatures and approvals.
  3. **Private Utility Coordination**  
Private utility coordination will include obtaining the required utility signatures from AT&T and CenterPoint Gas and Electric and as required to avoid potential private utility conflicts.
  4. **Specifications**  
Specifications will be prepared in accordance with HCFCD and City of Houston requirements. Each Standard Specification will be reviewed and supplemented as required for this project. Additional non-standard specifications will be provided as required for the project construction. The Project Manual and front-end documents will be prepared as directed by the TIRZ and required for project bidding and construction.
  5. **Estimate of Construction Cost**  
Estimates of construction cost will be prepared for each review submittal during Detailed Design.
  6. **Assist with Coordination with Stakeholders**  
Klotz Associates will assist the TIRZ with coordination and meetings with project stakeholders as requested.
- E. **Project Quality Control**  
A project-specific Quality Assurance / Quality Control Plan will be prepared and implemented based on the Klotz Associates QA/QC Policy. A Senior Officer of the firm will be named as QA/QC Officer for the project. The Project QA / QC Officer is independent of the project Detail Design Team, provides periodic QA / QC audits and approves through 'Final Look' each Milestone Submittal. The QA / QC Plan provides for Constructability Reviews, Sustainability Review, and independent check for modeling, design calculations and quantity take-offs.
- F. **Bid Phase Services**
1. **Project Advertisement**  
Klotz Associates will prepare the legal notice advertising the project for bidding and have the notice placed in the Houston Business Journal. Bid Documents will be made available to Prospective Bidders and Plan Rooms through the internet on CIVCAST.
  2. **Conduct Pre-Bid Conference Meeting**  
Klotz Associates will schedule and conduct a Pre-Bid Conference meeting to provide Bidders with project information and answer questions.
  3. **Prepare Necessary Addenda**  
Klotz Associates will prepare addenda required to address issues, answer Bidder question, and provide clarifications as required during bidding.

4. **Conduct Bid Opening**  
Klotz Associates will conduct the bid opening at the Klotz Associates Office and prepare a Bid Tabulation comparing all bids received.
5. **Evaluate Bid Proposals**  
Klotz Associates will evaluate the bids received for accuracy and any bid irregularities. A Recommendation of Award will be prepared and submitted to TIRZ 17 based on the bid evaluation.
6. **Contract Preparation Assistance**  
Klotz Associates will assist TIRZ 17 in final construction contract preparation as requested.

## II. Additional Engineering Services

### A. Special Design Services

#### 1. Traffic Control Plans

Traffic Control Plans, Specifications and Details will be prepared in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and City of Houston Requirements.

#### 2. Storm Water Pollution Prevention Plan (SW3P)

A Storm Water Pollution Prevention Plan will be prepared in accordance with TCEQ, HCFCD and City of Houston requirements. SW3P Plans, Specifications, Details, and Report will be prepared for the project.

## III. Subcontracted Services

### A. Topographic Survey Services

Additional Topographic Survey will be provided by Kuo & Associates as a Sub-Contractor. The additional survey to be provided will supplement the topographic survey previously provided for the PER and provide additional detail required for Detailed Design.

## IV. Services Not Included in Scope of Work

- A. ROW / Easement Acquisition and Survey Services
- B. Landscape Architecture Services
- C. Phase II ESA
- D. Urban Forestry Services
- E. Subsurface Utility Excavation
- F. Construction Phase Services
- G. Construction Management Services
- H. Preparation of a LOMR or any submittal to FEMA

# Exhibit B

**Fee Estimate for Phase II Services**  
**Briar Branch Channel Improvements**  
**(HCFCD Unit No. W1440-01-00)**  
**from Gessner Road east to Oak Tree Drive**  
**for TIRZ 17**

PHASE II SERVICES		Dept. Manager	Sr. Project Manager	Project Engineer	Assoc. Engineer	Senior Designer	Clerical / Admin	Total Labor Hours	Total Labor Cost
1.00		\$ 225.00	\$ 210.00	\$ 135.00	\$ 120.00	\$ 120.00	\$ 80.00		
BASIC ENGINEERING SERVICES									
<b>I. Basic Engineering Services</b>									
<b>A. Channel Improvements Plan Production</b>									
1. General Sheets									
a. Title Sheet			2	4		4		10	\$ 1,440.00
b. Drawing Index			2	4		4		10	\$ 1,440.00
c. General Notes and Abbreviations			2	4	8	4		18	\$ 2,400.00
d. Survey Control Sheets (4)			1	9		12		22	\$ 2,865.00
e. Sheet Layout Maps (2)			1	6		28		35	\$ 4,380.00
2. Existing and Proposed Typical Sections (10)			8	16	24	48		96	\$ 12,480.00
3. Demolition Plans (4 shts)			12	22	32	80		146	\$ 18,930.00
4. Plan and Profile Sheets									
a. Plan-Profile Sheets (Briar Branch = 15 shts)		5	45	82	124	330		586	\$ 76,125.00
b. Plan-Profile Sheets (@Cross Streets = 11 shts)			33	60	92	242		427	\$ 55,110.00
5. Maintenance Access Plans & Details (5 shts)			10	24	36	100		170	\$ 21,660.00
6. Storm Sewer Lateral Sheets (5 shts)		3	15	32	42	110		202	\$ 26,385.00
7. Storm Sewer Details			8	24	32	48		112	\$ 14,520.00
8. Standard Details			6	18	24	36		84	\$ 10,890.00
9. Structural Details									
a. Junction Box Details			4	20	32	40		96	\$ 12,180.00
b. Access Vault Details			4	20	32	40		96	\$ 12,180.00
c. Retaining Wall Layout & Profile Sheets (10 shts)			4	20	32	48		104	\$ 13,140.00
c. Retaining Wall Details			4	16	24	40		84	\$ 10,680.00
d. Basin Weir Inflow/Outflow Structure Adjustment Plans			6	18	24	40		88	\$ 11,370.00
10. Cross Sections (4 shts)			4	16	20	40		80	\$ 10,200.00

# Exhibit B

**Fee Estimate for Phase II Services**  
**Briar Branch Channel Improvements**  
**(HCFCD Unit No. W140-01-00)**  
**from Gessner Road east to Oak Tree Drive**  
**for TIRZ 17**

<b>PHASE II SERVICES</b>		Dept. Manager	Sr. Project Manager	Project Engineer	Assoc. Engineer	Senior Designer	Clerical / Admin	Total Labor Hours	Total Labor Cost
<b>1.00</b>		\$ 225.00	\$ 210.00	\$ 135.00	\$ 120.00	\$ 120.00	\$ 80.00		
<b>BASIC ENGINEERING SERVICES</b>									
<b>B. Water and Sanitary Sewer Design</b>									
1. Plan-Profile Sheets (Utility Relocations = 5 shts)									
			15	27	41	110		193	\$ 24,915.00
2. Standard & Special Details									
			10	24		40		74	\$ 10,140.00
3. W & S Crossings - Plan-Profile Sheets ( 5 shts)									
			15	27	41	110		193	\$ 24,915.00
<b>C. Drainage Design</b>									
1. Overall Drainage Area Map									
			1	4	12	18		35	\$ 4,350.00
2. Existing Conditions Drainage Area Map									
			1	4	12	18		35	\$ 4,350.00
3. Proposed Conditions Drainage Area Map									
			1	6	12	12		31	\$ 3,900.00
4. Proposed Storm System Design									
			4	6	12	12		34	\$ 4,530.00
a. Validation of PER Recommended Alternative									
								0	\$ -
1.) Update LAN Existing Conditions SWMM Model to Current Conditions									
		2	4	12	5			23	\$ 3,510.00
2.) Refine Boundary Conditions									
			1	4	20	9		34	\$ 4,230.00
b. Update LAN Proposed Conditions SWMM Model for PER Rec. Alt.									
								0	\$ -
1.) Adjust Preliminary Model to Develop System Detail									
		1		5	28			34	\$ 4,260.00
2.) Update & Develop Inlet Nodes									
		1	2	8	4	42		57	\$ 7,245.00
3.) Confirm & Modify Storm System									
		1	8	9	21			39	\$ 5,640.00
4.) Update Model Pipe Els from Topo Survey									
		1	1	2	36	6		46	\$ 5,745.00
c. Execute SWMM Model for Detailed Design									
								0	\$ -
1.) Refine Design & Model									
		1	6	24	36			67	\$ 9,045.00
2.) Proposed Storm Sewer Design Model Tables									
			4	6	12	12		34	\$ 4,530.00
5. Proposed Storm Sewer 100-Year Analysis									
			4	6	12	12		34	\$ 4,530.00
a. Modify for 100yr Extreme Event Requirements									
		1	6	9	16			32	\$ 4,620.00
b. Proposed Storm Sewer 100-Year Analysis Model Tables									
			4	6	12	12		34	\$ 4,530.00
6. Updated Impact Analysis Final Report									
								0	\$ -
a. Determine Impacts for 2yr & 100yr for Final Design									
		1	3	6	14			24	\$ 3,345.00
b. Prepare Updated Mitigation Recommendation w/ LOS									
		1	4	9	34			48	\$ 6,360.00
c. Prepare Updated Impact Analysis Final Report									
		2	20	24	16	12	4	78	\$ 11,570.00

# Exhibit B

**Fee Estimate for Phase II Services**  
**Briar Branch Channel Improvements**  
**(HCFCD Unit No. W140-01-00)**  
**from Gessner Road east to Oak Tree Drive**  
**for TIRZ 17**

PHASE II SERVICES		Dept. Manager	Sr. Project Manager	Project Engineer	Assoc. Engineer	Senior Designer	Clerical / Admin	Total Labor Hours	Total Labor Cost
1.00		\$ 225.00	\$ 210.00	\$ 135.00	\$ 120.00	\$ 120.00	\$ 80.00		
<b>BASIC ENGINEERING SERVICES</b>									
<b>D. Project Management, Coordination &amp; Deliverables</b>									
1. Project Management									
a. Project Management & Project Controls				16			32	68	\$ 9,040.00
b. Project Progress Meetings w/ TIRZ			40	40				96	\$ 17,400.00
2. Agency Coordination, Approvals & Signatures									
a. HCFCD Coordination, Review and Approval of Final Drainage Impact Analysis Report				16				36	\$ 6,480.00
b. HCFCD Coordination, Review and Approval of Construction Plans (70, 90 & Final)		12	18	24				54	\$ 9,720.00
c. City of Houston Coordination, Review and Approval of Construction Plans (70, 90 & Final)		16	24	32				72	\$ 12,960.00
3. Private Utility Coordination									
a. Utility Signatures (AT&T, CenterPoint Gas & Elec.)			2	8	16			26	\$ 3,420.00
b. Utility Conflict Resolution			6	12	32			50	\$ 6,720.00
4. Specifications & Project Manual									
a. Specifications			8	24	32		4	68	\$ 9,080.00
b. Project Manual & Front-End Documents			8	20	32		4	64	\$ 8,540.00
5. Construction Cost Estimate		3	12	24	36	36		111	\$ 15,075.00
6. Coordination with Stakeholders		1	18	28	40		4	91	\$ 12,905.00
<b>E. Project Quality Control (QA/QC)</b>		24	64	62				150	\$ 27,210.00
<b>F. Bid Phase Services</b>									
1. Project Advertisement			1	2	2		2	7	\$ 880.00
2. Prebid Conference Meeting			2	1	3		1	7	\$ 995.00
3. Prepare Addenda & Clarifications			2	12	16	2	1	33	\$ 4,280.00
4. Conduct Bid Opening & Bid Tabulation			2	6	8			16	\$ 2,190.00
5. Bid Evaluation & Recommendation for Award		1	2	4	2		1	10	\$ 1,505.00
5. Contract Preparation Assistance			2	4			2	8	\$ 1,120.00

# Exhibit B

**Fee Estimate for Phase II Services**  
**Briar Branch Channel Improvements**  
**(HCFCD Unit No. W140-01-00)**  
**from Gessner Road east to Oak Tree Drive**  
**for TIRZ 17**

	Dept. Manager \$ 225.00	Sr.Project Manager \$ 210.00	Project Engineer \$ 135.00	Assoc. Engineer \$ 120.00	Senior Designer \$ 120.00	Clerical / Admin \$ 80.00	Total Labor Hours	Total Labor Cost
<b>PHASE II SERVICES</b> 1.00								
<b>BASIC ENGINEERING SERVICES</b>								
<b>TOTAL PH 2 BASIC ENGINEERING SERVICES</b>	109	520	978	1193	1757	55	4612	\$ 624,155.00
<b>TOTAL PHASE 2 ADDITIONAL ENGINEERING SERVICES</b>								\$ 35,820.00
<b>SUBCONTRACTED ENGINEERING SERVICES</b>								\$ 29,502.90
<b>REIMBURSIBLE EXPENSES</b>								\$ 24,322.10
<b>TOTAL FOR PHASE 2</b>								\$ 713,800.00

# Exhibit B

**Fee Estimate for Phase II Services**  
**Briar Branch Channel Improvements**  
**(HCFCD Unit No. W140-01-00)**  
**from Gessner Road east to Oak Tree Drive**  
**for TIRZ 17**

	Dept. Manager \$ 225.00	Sr. Project Manager \$ 210.00	Project Engineer \$ 135.00	Assoc. Engineer \$ 120.00	Senior Designer \$ 120.00	Clerical / Admin \$ 80.00	Total Labor Hours	Total Labor Cost
<b>PHASE II SERVICES</b>								
1.00								
<b>ADDITIONAL ENGINEERING SERVICES</b>								
<b>III. Additional Engineering Services</b>								
<b>A. Traffic Control Plans</b>								
1. TCP General Notes		1	4	8	4		17	\$ 2,190.00
2. TCP Overall Layout Sheets (2)		1	6	12	24		43	\$ 5,340.00
3. TCP Construction Sequencing and Phasing		2	6	12	28		48	\$ 6,030.00
4. TCP Typical Cross Sections		1	4	8	4		17	\$ 2,190.00
4. TCP Phasing Plans (6)		1	6	12	24		43	\$ 5,340.00
6. TCP Details		1	4	8	4		17	\$ 2,190.00
<b>B. Stormwater Pollution Prevention Plan (SW3P)</b>								
1. SW3P Plans (8 shts)		2	8	24	32		66	\$ 8,220.00
2. SW3P Details		1	2	8	4		15	\$ 1,920.00
3. SW3P Report		1	2	12	4		19	\$ 2,400.00
<b>TOTAL ADDITIONAL SERVICES</b>	0	11	42	104	128	0	285	\$ 35,820.00
<b>TOTAL FOR PHASE 2 ADDITIONAL SERVICES</b>								<b>\$ 35,820.00</b>

**Exhibit B**

Fee Estimate for Phase II Services  
 Briar Branch Channel Improvements  
 (HCFCD Unit No. W140-01-00)  
 from Gessner Road east to Oak Tree Drive  
 for TIRZ 17

PHASE II SERVICES			
SUBCONTRACTED ENGINEERING SERVICES			
Task	Cost	Total (w/ 8% markup for subs)	
Additional Topographic Survey (Kuo & Assoc.)	\$ 27,317.50	\$ 29,502.90	
	\$ -	\$ -	
		\$ -	
<b>Total</b>	<b>\$ 27,317.50</b>	<b>\$ 29,502.90</b>	
REIMBURSIBLE EXPENSES			
Item	Quantity	Unit Cost	Total
1. Printing & Reproduction (LS)	1.00	\$7,500.00	\$7,500.00
2. City of Houston Review Fee (\$107.05 Admin+180 Shts @ \$77.07/sht)	1.00	\$13,979.67	\$13,979.67
3. Houston Business Journal Bid Advertisement (2 wks)	1.00	\$2,000.00	\$2,000.00
4. CIVCAST Bid Advertisement	1.00	\$100.00	\$100.00
5. Postage, Deliveries & Misc.		\$302.43	\$302.43
6. Mileage (@0.55/mi)	800	\$440.00	\$440.00
<b>Total</b>			<b>\$ 24,322.10</b>

# Exhibit C

February 7, 2014

W. Edward Conger, PE  
 Senior Associate  
 Klotz Associates  
 1160 Dairy Ashford, Suite 500  
 Houston, Texas 77079

RE: Survey in the Vicinity of HCFCD Channel W140-01-00

Dear Mr. Conger:

Kuo & Associates, Inc. is pleased to submit this proposal to perform topographic survey services for the above referenced project. The scope of work and fee will be as follows.

**SCOPE OF WORK**

Our office will perform necessary office and fieldwork to perform topographic survey in a number of areas in the vicinity of HCFCD Channel W140-01-00. Survey scope consists of the following items:

Item	Scope	Length (ft)
Item-1	Survey at Larston area	400
Item-2	Survey along Wittie	1,250
Item-3	Survey along Bunkerhill	800
Item-4	Survey along Windover	400
Item-5	Survey at Long Branch area	900
Item-6	Survey along ditch	200
<b>Total</b>		<b>3,950</b>

The detail limits of the above items/survey area are shown in the attached exhibit.

In general the following tasks will be performed for the above items:

- Establish horizontal and vertical control for the project. The survey will be performed using State Plane Coordinates S.C. Zone NAD 83, and NAVD 88, 2001 adj. datum. The survey will also be tied to the nearby TSARP monuments.
- Survey road or channel cross sections (as applicable) approximately at every 100. The cross section to extend 20 feet outside the ROW as accessible, if not accessible, the survey may terminate at the ROW line.
- Survey all visible topo and utility features for the limit of survey. Survey will be extended to 100' to all sides of intersections.
- Invert existing manholes and inlets (that could be accessed) to obtain size and flow line elevations of all existing pipes.
- Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
- All private utility companies relevant to the project corridor will be contacted for record drawings.
- Obtain record drawings from the public entities (City of Houston, HCFCD, etc.) as applicable

- Attempt will be made to recover and verify sufficient monumentation along the existing roadway to establish estimated right-of-way lines for topographic surveying scope. Task of establishing estimated ROW may involve some limited abstracting and deed research, however, detail boundary category survey is excluded in determination
- Utility research to delineate utility lines
- Survey boreholes within the limit as applicable
- Locate available right of way monuments
- Prepare and provide survey control map as necessary
- Prepare and provide plan and profile view drawing of surveyed information including utilities

Probing or any excavation work to obtain utility information is beyond the scope of project and also in compliance with the safety requirements, electric and communication manholes will not be opened under the scope of this project. The information on electric and communication cable/conduit lines are typically shown based on the available record drawings. The proposal does not also include any effort to establish or update any City of Houston Monument for this project.

All surveying services shall comply with HCFCDD Survey Guidelines, Drawing and Graphic Standards dated May 1997, Harris County Right-of-way Department Guidelines, and Texas Society of Professional Land Surveying standards.

#### **DELIVERABLES**

Plan and profile view will be prepared using ACAD format. The deliverable will include the plan view drawing and survey control map in AutoCAD format and survey point ASCII Files.

#### **FEE & SCHEDULE**

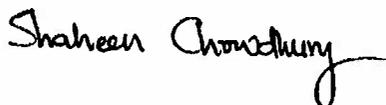
Our proposed fees for the above listed tasks are as follows:

<b>Item</b>	<b>Scope</b>	<b>Length (ft)</b>	<b>Fee</b>
Item-1	Survey at Larston area	400	\$ 2,780.00
Item-2	Survey along Wittie	1,250	\$ 8,152.50
Item-3	Survey along Bunkerhill	800	\$ 6,557.50
Item-4	Survey along Windover	400	\$ 2,472.50
Item-5	Survey at Long Branch area	900	\$ 5,520.00
Item-6	Survey along ditch	200	\$ 1,835.00
<b>Total</b>			<b>\$ 27,317.50</b>

The details of the level of efforts are shown in the attached table in the following pages.

We can complete the above work in 45 calendar days upon your authorization to proceed. If you need further information, please do not hesitate to contact me.

Regards,



Shaheen Chowdhury, P.E., R.P.L.S.

Estimated Length of survey

200 LF

<b>Level of Efforts for ITEM-1</b>									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$120.00	SIT \$75.00	CADD \$70.00	Crew \$135.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls						0	\$0.00	<b>\$360.00</b>
	Horizontal control work					0.5	0.5	\$67.50	
	Vertical control work			0.5		1	1.5	\$172.50	
	Preparing Survey control map						0	\$0.00	
	Setting center line						0	\$0.00	
	QC/QA			1			1	\$120.00	
<b>Topo Survey</b>	One Call coordination						0	\$0.00	<b>\$1,005.00</b>
	Limited ROW research for scope of topo survey			1			1	\$75.00	
	Limited site clearing					2	2	\$270.00	
	Surveying ditch section					4	4	\$540.00	
	Manhole inverts						0	\$0.00	
	Borehole survey						0	\$0.00	
	QC/QA			1			1	\$120.00	
<b>CAD Plan and Profile</b>	Utility coordination & research						0	\$0.00	<b>\$470.00</b>
	Preparing plan drawing				3		3	\$210.00	
	Preparing profile drawing				2		2	\$140.00	
	QC/QA			1			1	\$120.00	
<b>Project Management</b>	Proj Management							\$0.00	<b>\$0.00</b>
<b>Total</b>									<b>\$1,835.00</b>

Estimated Length of survey

1250 LF

<b>Level of Efforts for ITEM-2</b>									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$120.00	SIT \$75.00	CADD \$70.00	Crew \$135.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls					0.5	0.5	\$67.50	<b>\$2,142.50</b>
	Horizontal control work			0.5		1	1.5	\$172.50	
	Vertical control work			0.5		2	2.5	\$307.50	
	Preparing Survey control map			4	8		12	\$860.00	
	Setting center line			1		4	5	\$615.00	
	QC/QA			1			1	\$120.00	
<b>Topo Survey</b>	One Call coordination			1			1	\$75.00	
	Limited ROW research for scope of topo survey			4			4	\$300.00	

	Surveying roadway & topo features					20	20	\$2,700.00	
	Manhole inverts					2	2	\$270.00	
	Borehole survey					1	1	\$135.00	
	QC/QA		1				1	\$120.00	<b>\$3,600.00</b>
<b>CAD Plan and Profile</b>	Utility coordination & research			2			2	\$150.00	
	Preparing utility plan drawing				16		16	\$1,120.00	
	Preparing ground and utility profile drawing				12		12	\$840.00	
	QC/QA		1				1	\$120.00	<b>\$2,230.00</b>
<b>Project Management</b>	Proj Management	1						\$180.00	<b>\$180.00</b>
<b>Total</b>									<b>\$8,152.50</b>

Estimated Length of survey

800 LF

**Level of Efforts for ITEM-3**

Survey Tasks	sub tasks	Principal \$180.00	RPLS \$120.00	SIT \$75.00	CADD \$70.00	Crew \$135.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls					0.5	0.5	\$67.50	
	Horizontal control work			0.5		1	1.5	\$172.50	
	Vertical control work			0.5		2	2.5	\$307.50	
	Preparing Survey control map			2	4		6	\$430.00	
	Setting center line			1		4	5	\$615.00	
	QC/QA		1				1	\$120.00	<b>\$1,712.50</b>
<b>Topo Survey</b>	One Call coordination			1			1	\$75.00	
	Limited ROW research for scope of topo survey			3			3	\$225.00	
	Surveying roadway & topo features					14	14	\$1,890.00	
	Manhole inverts					2	2	\$270.00	
	Borehole survey					1	1	\$135.00	
	QC/QA		1				1	\$120.00	<b>\$2,715.00</b>
<b>CAD Plan and Profile</b>	Utility coordination & research			2			2	\$150.00	
	Preparing utility plan drawing				12		12	\$840.00	
	Preparing ground and utility profile drawing				12		12	\$840.00	
	QC/QA		1				1	\$120.00	<b>\$1,950.00</b>
<b>Project Management</b>	Proj Management	1						\$180.00	<b>\$180.00</b>
<b>Total</b>									<b>\$6,557.50</b>

Estimated Length of survey

400 LF

<b>Level of Efforts for ITEM-4</b>									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$120.00	SIT \$75.00	CADD \$70.00	Crew \$135.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls					0.5	0.5	\$67.50	<b>\$950.00</b>
	Horizontal control work			0.25		0.5	0.8	\$86.25	
	Vertical control work			0.25		1	1.3	\$153.75	
	Preparing Survey control map			1	2		3	\$215.00	
	Setting center line			0.5		2	2.5	\$307.50	
	QC/QA		1				1	\$120.00	
<b>Topo Survey</b>	One Call coordination			0.5			0.5	\$37.50	<b>\$907.50</b>
	Limited ROW research for scope of topo survey			1			1	\$75.00	
	Surveying roadway & topo features					4	4	\$540.00	
	Manhole inverts					1	1	\$135.00	
	Borehole survey						0	\$0.00	
	QC/QA		1				1	\$120.00	
<b>CAD Plan and Profile</b>	Utility coordination & research			1			1	\$75.00	<b>\$615.00</b>
	Preparing utility plan drawing				3		3	\$210.00	
	Preparing ground and utility profile drawing				3		3	\$210.00	
	QC/QA		1				1	\$120.00	
<b>Project Management</b>	Proj Management							\$0.00	<b>\$0.00</b>
<b>Total</b>									<b>\$2,472.50</b>

Estimated Length of survey

900 LF

<b>Level of Efforts for ITEM-5</b>									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$120.00	SIT \$75.00	CADD \$70.00	Crew \$135.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls					0.5	0.5	\$67.50	<b>\$1,577.50</b>
	Horizontal control work			0.5		1	1.5	\$172.50	
	Vertical control work			0.5		2	2.5	\$307.50	
	Preparing Survey control map			2	4		6	\$430.00	
	Setting center line			1		3	4	\$480.00	
	QC/QA		1				1	\$120.00	
<b>Topo Survey</b>	One Call coordination			0.5			0.5	\$37.50	

	Limited ROW research for scope of topo survey			3			3	\$225.00	
	Surveying roadway & topo features						12	12	\$1,620.00
	Manhole inverts						1	1	\$135.00
	Borehole survey						1	1	\$135.00
	QC/QA		1					1	\$120.00
									<b>\$2,272.50</b>
<b>CAD Plan and Profile</b>	Utility coordination & research			2				2	\$150.00
	Preparing utility plan drawing					12		12	\$840.00
	Preparing ground and utility profile drawing					8		8	\$560.00
	QC/QA		1					1	\$120.00
									<b>\$1,670.00</b>
<b>Project Management</b>	Proj Management								\$0.00
									<b>\$0.00</b>
<b>Total</b>									<b>\$5,520.00</b>

Estimated Length of survey

200 LF

Level of Efforts for ITEM-6									
Survey Tasks	sub tasks	Principal \$180.00	RPLS \$120.00	SIT \$75.00	CADD \$70.00	Crew \$135.00	Hrs	Cost	Total
<b>Survey Control</b>	Setting controls						0	\$0.00	<b>\$360.00</b>
	Horizontal control work					0.5	0.5	\$67.50	
	Vertical control work			0.5		1	1.5	\$172.50	
	Preparing Survey control map						0	\$0.00	
	Setting center line						0	\$0.00	
	QC/QA		1				1	\$120.00	
<b>Topo Survey</b>	One Call coordination						0	\$0.00	<b>\$1,005.00</b>
	Limited ROW research for scope of topo survey			1			1	\$75.00	
	Limited site clearing					2	2	\$270.00	
	Surveying ditch section					4	4	\$540.00	
	Manhole inverts						0	\$0.00	
	Borehole survey						0	\$0.00	
	QC/QA		1				1	\$120.00	
<b>CAD Plan and Profile</b>	Utility coordination & research						0	\$0.00	<b>\$470.00</b>
	Preparing plan drawing				3		3	\$210.00	
	Preparing profile drawing				2		2	\$140.00	
	QC/QA		1				1	\$120.00	
<b>Project Management</b>	Proj Management							\$0.00	<b>\$0.00</b>
<b>Total</b>									<b>\$1,835.00</b>

# Harris County Appraisal District



0 100 200  
 PUBLICATION DATE:  
 1/29/2014

Geospatial or map data maintained by the Harris County Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

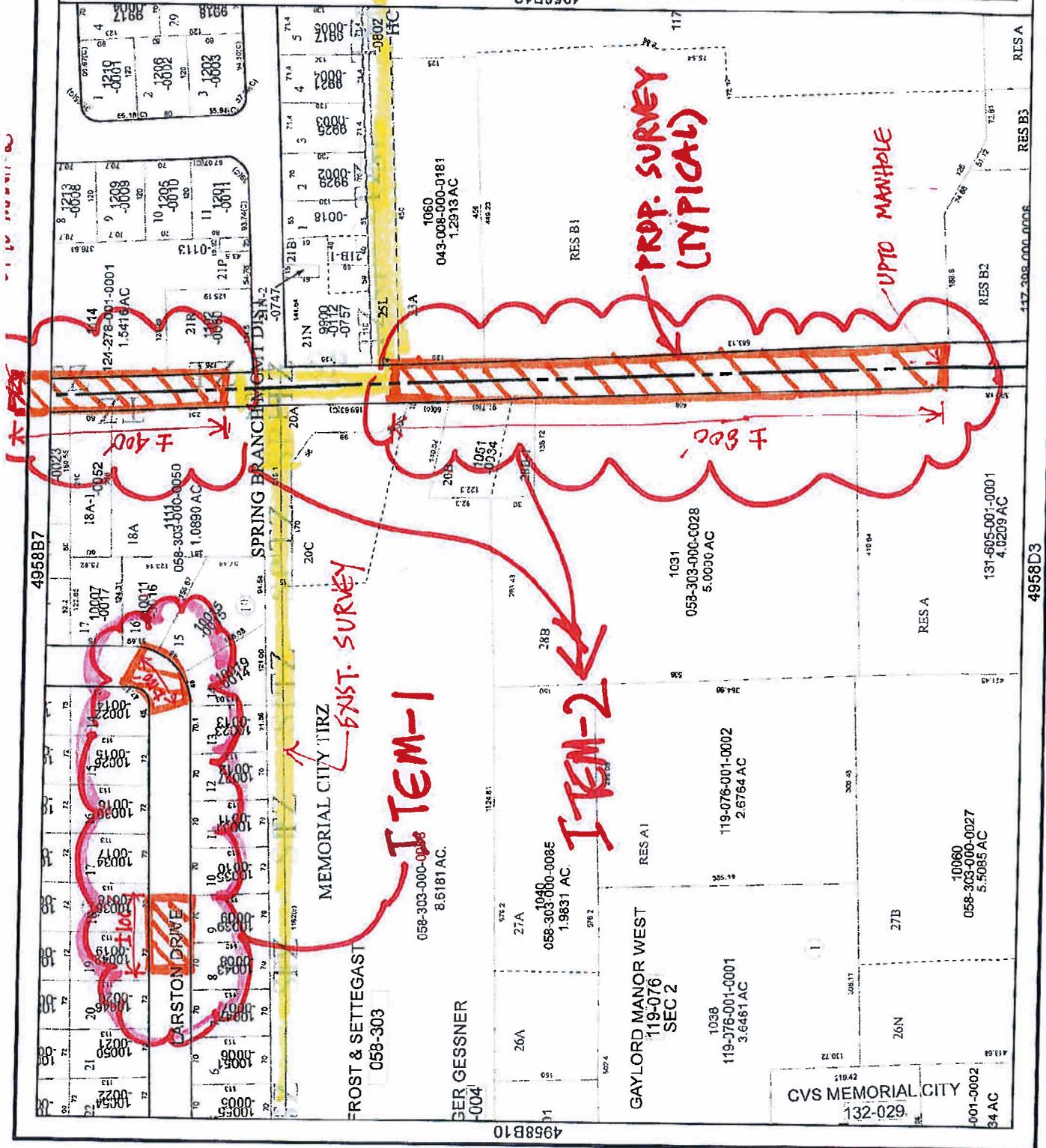
MAP LOCATION



## FACET 4958B

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9	10	11	12

11/10/2013



# Harris County Appraisal District



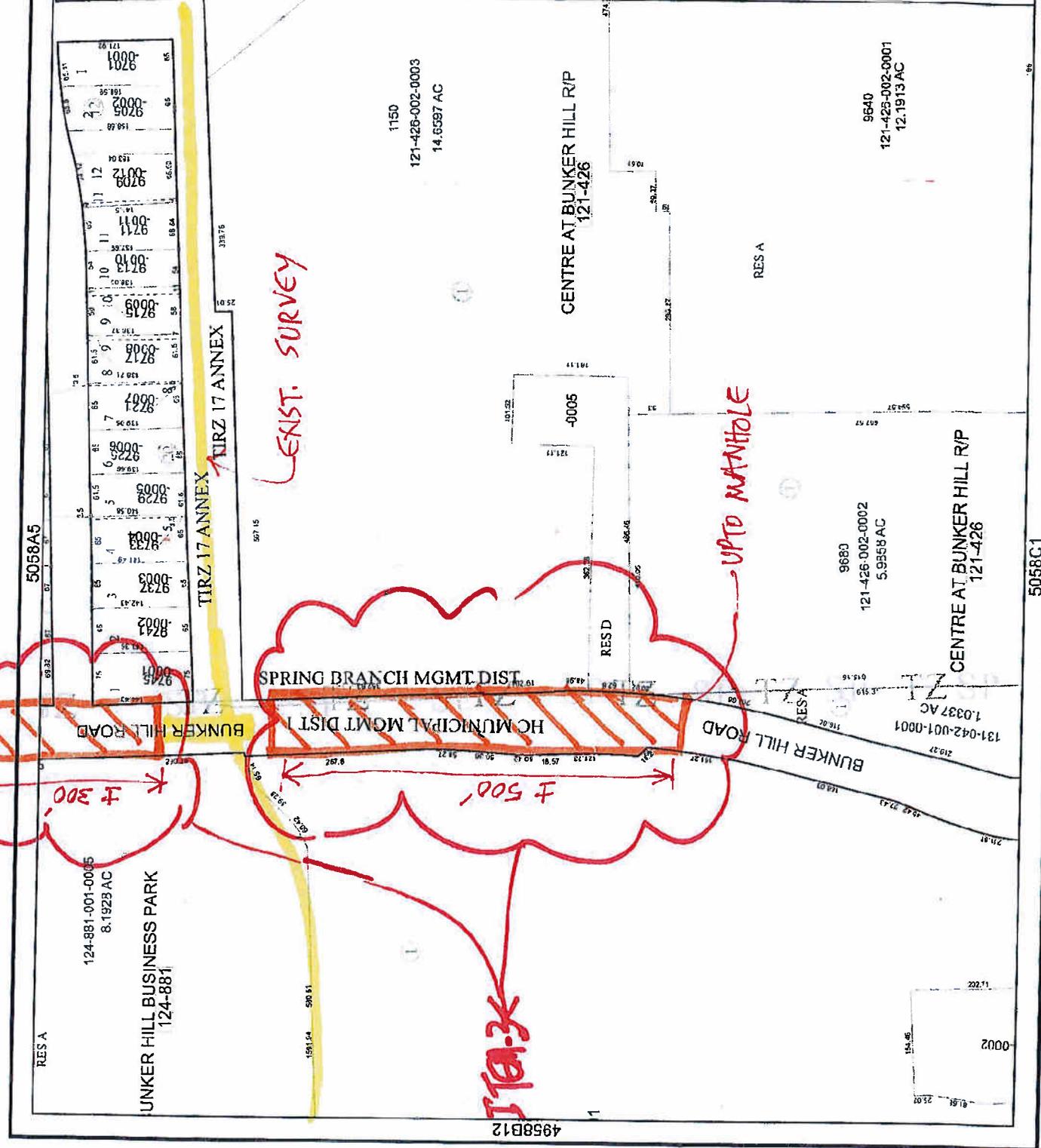
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## FACET 5058A

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4958B12

# Harris County Appraisal District



PUBLICATION DATE:  
1/29/2014

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property boundaries.

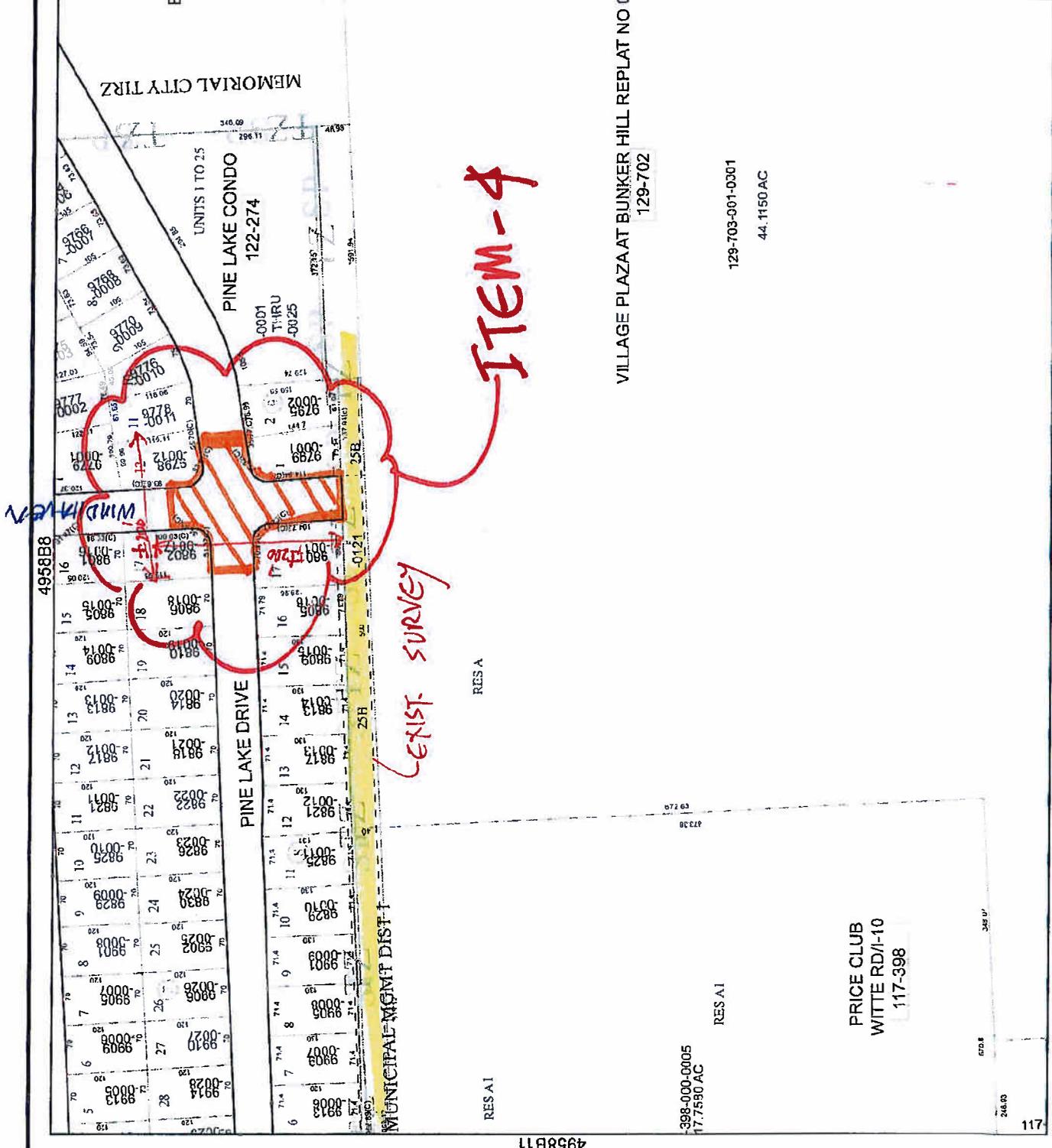
MAP LOCATION



## FACET 4958B

1	2	3	4
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5058A9



VILLAGE PLAZA AT BUNKER HILL REPLAT NO  
129-702

129-703-001-0301  
44.1150 AC

**ITEM-4**

**EXIST. SURVEY**

WINDMILL

RES A

RES A

398-000-0005  
17.7590 AC

RES A

PRICE CLUB  
WITTE RD/1-10  
117-398

4958B8

4958D4

4958B11

117

does not represent an on-the-ground survey and only represents the approximate location of property boundaries.

MAP LOCATION



**FACET 5058A**

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5	6	7	8
9	10	11	12

**Harris County Appraisal District**



0 100 200

PUBLICATION DATE: 1/29/2014

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MAP LOCATION

5058A10

SPRINGROC

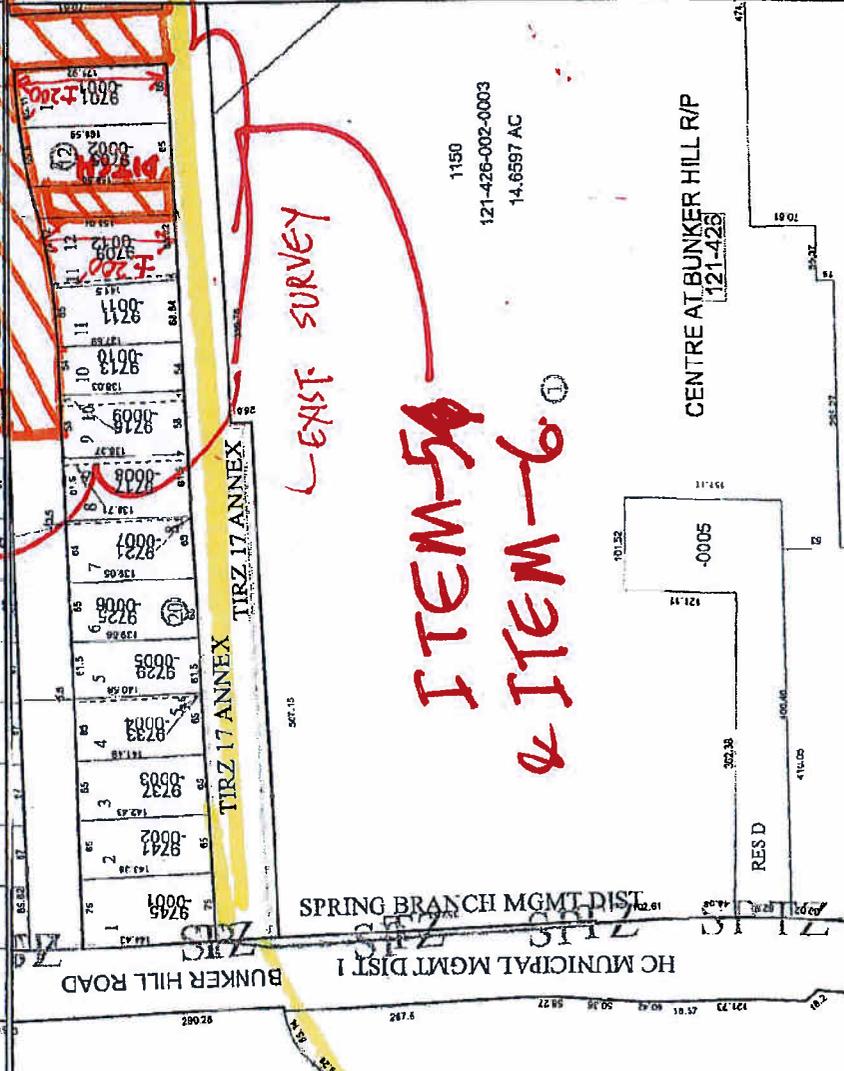
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29	12709
30	12710

LARSTON DRIVE

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PINE LAKE DRIVE

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RING BRANCH WOODS

086-174-000-0010  
9.4840 AC

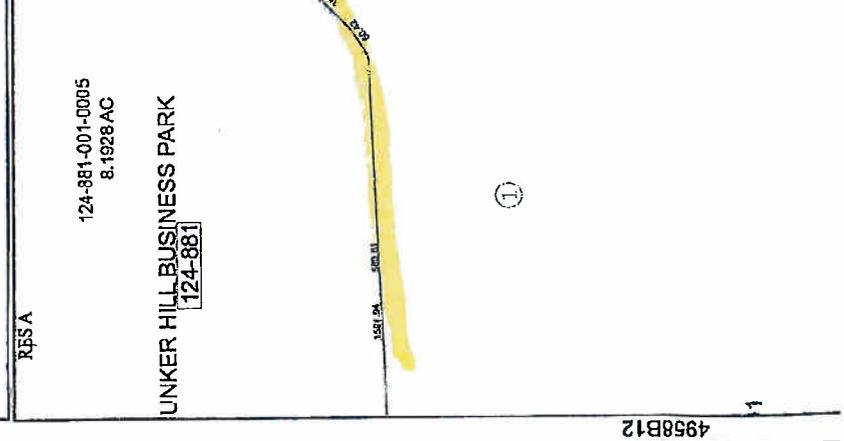
086-168  
SEC-2

HC MUNICIPAL MGMT DIST I

124-881-001-0005  
8.1928 AC

BUNKER HILL BUSINESS PARK

124-881





END OF REPORT