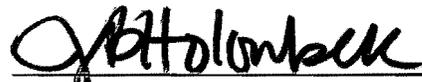


TIRZ 17 Redevelopment Authority  
Memorial City Redevelopment Authority  
Houston, Texas

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on February, Wednesday the 5<sup>th</sup>, at 3:00 PM, in the Commons meeting room at HCC Spring Branch Campus, 1010 West Sam Houston Parkway, Houston, Texas 77043, 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 December 3, 2013.
4. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
5. Local Interaction Group report and update.
6. Terminate agreement with Spring Branch Management District for maintenance of Westview Esplanade.
7. Lumpkin Road Improvements Project, including:
  - a. Open discussion and Board approval for landscape amenities and lighting options.
  - b. Review and approve task order from SWA Group for CIP #1709, "Professional Design Services – Detailed Design."
  - c. Approve City of Houston MOU for the Westview Detention Basin Maintenance.
  - d. Right of Entry and Maintenance Agreement with Houston Community College.
  - e. Review and approve proposal to perform limited phase II Environmental Assessment.
8. W140 Detention Basin Project, including:
  - a. Construction status of basin package (Phase II);
  - b. Approval of time modifications, changes in work or pay applications (Phase II).
9. Barryknoll East Improvement Project, including:
  - a. Construction status;
  - b. Approval of time modifications, changes in work or pay applications.
10. Executive Director's Report.
11. Discuss employment review and compensation committee.
12. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
13. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease, or value of real property.
14. Authorize appraisal and/or purchase of real property.
15. Adjournment.

  
Attorney for the Authority

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.



**Memorial City Redevelopment Authority**  
**8955 Katy Freeway, Suite 215**  
**Houston, Texas 77024**  
**713-829-5720**

BOARD PACKET INDEX  
February 5, 2014

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

December 3, 2013

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 December 3, 2013, in the HEB Community Room, 9710 Katy Freeway, Houston, Texas.

Board members in attendance:

Ann T. Givens, Chair  
Brad Freels, Vice Chair  
Glenn Airola, Secretary  
Bob Tucker, Assistant Secretary  
David A. Hamilton, Director  
John Rickel, Director

Board members not in attendance:

Zachary R. Hodges, Director

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Michelle Lofton - ETI Bookkeeping Services  
Raphael Ortega - Lockwood, Andrews & Newnam, Inc.  
Jessica Holoubek and Kristen Hogan - Allen Boone Humphries Robinson LLP  
Gary Struzick - Klotz Associates, Inc.  
James Vick - SWA Group  
Bob Collins and Fred Junkin - Andrews Kurth LLP

City of Houston representatives in attendance:

Enrique Reyes - Council Member Helena Brown's office  
Ralph De Leon, Mary Buzak, 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**

Mr. David Robinson commented on the upcoming local election and his background and candidacy for City Council At-Large Position No. 2.

Ms. Roberta Prazak commented on the ad hoc committee meeting, City

representation at today's meeting, and Director Airola's service on the Memorial City Management District board.

Mr. David Tresch commented on the Fon Villas homeowners association meeting and traffic impact of the two proposed new apartment complexes.

Mr. Ed Browne commented on the W140 project and the Bunker Hill bridge.

Ms. Virginia Gregory commented on drainage from a recent rainfall event and resulting traffic detours.

### **3. Minutes of October 29, 2013 Meeting**

The Board reviewed the minutes of the October 29, 2013, meeting. Following discussion, Director Tucker moved to approve the minutes as submitted. The motion was seconded by Director Rickel and carried unanimously.

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

Ms. Lofton reviewed the financial report for October and presented checks for payment by the Authority. The Board discussed payment of the regular monthly bills in December. After review and discussion, Director Tucker moved to approve the financial report and payment of the bills presented and to authorize Directors Tucker, Hamilton, and Rickel to execute any necessary checks for regular monthly bills received in December. The motion was seconded by Director Rickel and carried unanimously.

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

Directors Hamilton and Givens reported on a recent meeting of the Local Interaction Group.

### **6. Special Presentation Regarding TIRZ 17 Website Upgrade**

Mr. Huml discussed possible upgrades to the Authority's website and reviewed websites of similar entities. Mr. De Leon noted information about TIRZ 17 included on the City's website.

### **7. Solicit Proposals from Technical Consultants to Upgrade and Maintain the TIRZ 17 Website**

Upon discussion, Director Freels moved to authorize Mr. Huml to solicit proposals from technical consultants who have worked on similar websites to upgrade and maintain the TIRZ 17 website. Director Hamilton seconded the motion, and it carried by unanimous vote.

**8. Authorize the Purchase of Safety Vests and Hard Hats with TIRZ 17 Logos**

Mr. Huml reviewed a proposal in the amount of \$1,267.62 from Abatix for purchase of 24 safety vests and 20 hard hats with the TIRZ 17 logo. Upon a motion made by Director Airola and seconded by Director Tucker, the Board voted unanimously to approve the proposal from Abatix.

**9. Lumpkin Road Improvement Project**

The Board reviewed options for landscape amenity packages prepared by SWA Group for the Lumpkin Road improvement project. Director Givens moved to approve package A for high level improvements. Director Freels seconded the motion and discussion ensued. Mr. Vick clarified that the amenity package options prepared by SWA Group include the portion of Lumpkin Road from the Frontage Road to Westview. The Board concurred that lighting for the project should be included in the infrastructure budget. Director Givens withdrew her original motion and the Board concurred to table this item, pending additional work to establish a budget, acquire easements and reach an agreement for future maintenance by the Memorial City Management District.

Mr. Huml reviewed a Work Order No. 3 from SWA Group for conceptual design for Lumpkin North of Westview and the Westview Detention Basin Greenway. He noted the Work Order is for a fixed fee of \$15,000, with \$5,000 allocated to the Lumpkin Road Improvement Project and \$10,000 allocated to the Westview Detention Basin Greenway. Following discussion and review, Director Givens moved to approve Work Order No. 3 of SWA Group. Director Freels seconded the motion, and it passed by unanimous vote.

**10. W140 Detention Basin Project**

Mr. Ortega updated the Board regarding the Briar Branch detention basin package by L.N. McKean, Inc. He reviewed and recommended payment of Pay Estimate No. 2 in the amount of \$584,222.45 and Pay Estimate No. 3 in the amount of \$211,475.91. Following review and discussion and based upon the engineer's recommendation, upon a motion made by Director Freels and seconded by Director Hamilton, the Board voted unanimously to approve Pay Estimate No. 2 in the amount of \$584,222.45 and Pay Estimate No. 3 in the amount of \$211,475.91 to L.N. McKean, Inc.

**11. Barryknoll East Improvement Project**

Mr. Ortega 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. 7 in the amount of \$297,832.33. Following discussion and review and based upon the engineer's recommendation, Director Hamilton moved to approve Pay Estimate No. 7 in the

amount of \$297,832.33 to Texas Sterling. The motion was seconded by Director Airola and carried unanimously.

**12. Executive Director's Report**

Mr. Huml reported regarding his work for the Authority during November and reviewed a schedule of projects in progress.

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

At 8:47 a.m., Mr. Huml announced the Board will meet in executive session to deliberate the purchase, exchange, lease or value of real property.

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

At 9:56 a.m., the Board reconvened in open session. Upon reconvening in open session, Director Airola moved to authorize offers to purchase four certain tracts of real property. Director Rickel seconded the motion, which passed unanimously.

**15. Agreement for CIP 1735 Detention Basin for Professional Legal Consulting Services**

The Board reviewed an engagement letter from Andrews Kurth LLP for legal consulting services. After review and discussion, Director Airola moved to approve the engagement letter with Andrews Kurth LLP. Director Rickel seconded the motion, which carried unanimously.

**16. 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**  
 November 30, 2013

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	14,640,146.53	18,309,478.74	888,662.45	33,838,287.72
Revenue	1,824.62	2,969.26	29.60	4,823.48
Expenditures	18,901.10	1,046,152.14	0.00	1,065,053.24
Ending Balance	14,623,070.05	17,266,295.86	888,692.05	32,778,057.96

**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>

November 30, 2013

## General Operating Fund

<b>BEGINNING BALANCE:</b>	<b>14,640,146.53</b>
<b>REVENUE:</b>	
Checking Interest - Bank of America	1,683.26
Texpool Interest	33.05
Wells Fargo/TexSTAR (Surplus Funds) Interest	108.31
Voided Check (s)	0.00
<b>Total Revenue:</b>	<b>1,824.62</b>
<b>DISBURSEMENTS:</b>	
Checks Presented At Last Meeting	5,294.64
Checks Written at/after Last Meeting	1,171.00
1368 Abatix	
FDIC Assessment Fee	1,120.67
Direct Deposit Payroll	7,678.87
Payroll Taxes	1,623.82
Employee Expenses	2,012.10
<b>Total Expenditures</b>	<b>18,901.10</b>
<b>Ending Balance:</b>	<b>14,623,070.05</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*9516	0.2000	10,224,969.69
TexPool	*0001	0.0446	900,068.87
Wells Fargo *	TexSTAR Surplus Funds	0.4050	3,250,570.23
Texas Exchange Bank CD	*3601	0.7500	247,461.26
		<b>Total</b>	<b>14,623,070.05</b>
Certificate of Deposit	CD *4215	Term: 12 Months	Matures: 09/29/2014

November 30, 2013

**Memorial City Redevelopment Authority  
Checks Presented December 31, 2013**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
1369	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1370	ETI Bookkeeping Services	Bookkeeping Fee	-950.00
1371	Marsh Darcy Partners, Inc	Office Lease	-1,031.72
<b>Total</b>			<b>-2,381.72</b>

## Capital Projects Fund

<b>BEGINNING BALANCE</b>		<b>18,309,478.74</b>
 <b>REVENUE</b>		
Checking Interest - Bank of America	2,955.18	
TexPool Interest	14.08	
Voided Check(s)	0.00	
<b>Total Revenue</b>		<b>2,969.26</b>
 <b>EXPENDITURES</b>		
Checks Presented at Last Meeting	1,044,092.95	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	2,059.19	
<b>Total Expenditures</b>		<b>1,046,152.14</b>
 <b>ENDING BALANCE</b>		 <b>17,266,295.86</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.2000	16,921,951.10
Tex Pool	*0003	0.0446	344,344.76
		<b>Total</b>	<b>17,266,295.86</b>

**Memorial City Redevelopment Authority  
Checks Presented December 31, 2013**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
10197	Gunda Corporation	Project Engineer	-4,000.00
10198	SWA Group	Landscape Architect	-5,440.00
10199	T.N. Edmonds & Associates	Draft Appraisal Services	-12,000.00
			<b>-21,440.00</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>888,662.45</b>
 <b>REVENUE</b>		
Wells Fargo/TexSTAR (2008 DSF) Interest	29.29	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.31	
<b>Total Revenue</b>		<b>29.60</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>888,692.05</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0405	878,917.73
Wells Fargo *4603	TexSTAR DS Reserve	0.0405	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0405	9,502.15
		<b>Total</b>	<b>888,692.05</b>

November 30, 2013

Memorial City Redevelopment Authority  
 Investment Report  
 November 30, 2013

**SCHEDULE OF INVESTMENTS**

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.			Market	N.A.V.	
GOF	TexPool	0.0446	902,129.10	1.00009	33.05	(2,012.10)	900,095.87	1.00003	900,068.87
GOF	Wells Fargo/ TexStar	0.0405	3,250,728.46	1.000082	108.31	0.00	3,250,684.00	1.000035	3,250,570.23
CPF	TexPool	0.0446	344,361.67	1.00009	14.08	0.00	344,355.09	1.00003	344,344.76
DSF	Wells Fargo/ TexStar DSF	0.0405	878,960.51	1.000082	29.29	0.00	878,948.49	1.000035	878,917.73
DSF	Wells Fargo/ TexStar Res.	0.0405	272.19	1.000082	0.00	0.00	272.18	1.000035	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0405	9,502.62	1.000082	0.31	(0.00)	9,502.48	1.000035	9,502.15

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	9/29/2013	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	27,146,920.79	Federal Reserve	32,755,213	FNMS	32,375,883	32,755,213

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 Jester*  
 Bookkeeper

*[Signature]*  
 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**  
November 2013

	November			Year To Date (5 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>							
Income							
1000 · Income							
8223 · Interest Income	4,823	5,794	-971	28,947	28,972	-25	69,533
<b>Total 1000 · Income</b>	<b>4,823</b>	<b>5,794</b>	<b>-971</b>	<b>28,947</b>	<b>28,972</b>	<b>-25</b>	<b>69,533</b>
6-4320 · Increment Collections	0	0	0	0	0	0	10,170,258
<b>Total Income</b>	<b>4,823</b>	<b>5,794</b>	<b>-971</b>	<b>28,947</b>	<b>28,972</b>	<b>-25</b>	<b>10,239,791</b>
Expense							
3335 · Management Consulting Services							
6320 · Legal	0	3,333	-3,333	12,636	16,667	-4,031	40,000
6322 · Eng Consultant/General Prof.Svc	0	4,167	-4,167	6,401	20,833	-14,432	50,000
6343 · Other	0	0	0	1,645	0	1,645	0
<b>Total 3335 · Management Consulting Services</b>	<b>0</b>	<b>7,500</b>	<b>-7,500</b>	<b>20,682</b>	<b>37,500</b>	<b>-16,818</b>	<b>100,000</b>
5650 · Transfers							
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>
5706 · Debt Service							
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>Total 5706 · Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,488,420</b>	<b>3,488,420</b>	<b>0</b>	<b>4,366,771</b>
6-6420 · City of Houston Admin Fee	0	0	0	0	0	0	508,513
6300 · Administration & Overhead							
6300a · FDIC Assessment Fee	3,180	0	3,180	16,762	0	16,762	0
6321 · Auditor	0	0	0	18,500	0	18,500	17,000
6333 · Bookkeeping/Accounting	1,000	875	125	5,055	4,375	680	10,500
6340 · Administration Salaries/Benefit	9,167	11,833	-2,666	51,333	59,167	-7,834	142,000
6344 · Bond Svcs/Trustee/FA	400	400	0	2,000	2,000	0	4,800
6350 · Office Expense	0	1,250	-1,250	7,236	6,250	986	15,000
6351 · Office Lease	1,032	1,250	-218	5,382	6,250	-868	15,000
6353 · Insurance	0	0	0	3,989	0	3,989	45,000
6560 · Payroll Expenses	136	0	136	668	0	668	0
<b>Total 6300 · Administration &amp; Overhead</b>	<b>14,915</b>	<b>15,608</b>	<b>-693</b>	<b>110,925</b>	<b>78,042</b>	<b>32,883</b>	<b>249,300</b>
6454 · Groundbreaking Ceremony	0	0	0	948	0	948	0
7000 · Capital Expenditure							
1701 · Gessner Widening	0	0	0	127	0	127	0
1702 · Bunker Hill Widening	0	0	0	127	0	127	0
1709 · Lumpkin I-10 Westview	5,760	141,667	-135,907	282,966	708,333	-425,367	1,700,000
1712 · Bunker Hill S Drainage & Mobil	0	0	0	5,601	0	5,601	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

November 30, 2013

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
November 2013

	November			Year To Date (5 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1715A · Barryknoll East Drainage	0	515,293	-515,293	1,310,622	2,576,463	-1,265,841	6,183,510
1715B · Barryknoll West Drainage	0	13,833	-13,833	13,027	69,167	-56,140	166,000
1717 · Town & Country W. Drain/Mobil	0	183,333	-183,333	71,725	916,667	-844,942	2,200,000
1718 · Kimberly near Bwy 8 Drainage	0	0	0	127	0	127	0
1722 · Town & Country Blv Signalizatn	4,000	41,667	-37,667	21,661	208,333	-186,672	500,000
1724 · Gessner at Barryknoll Intersec.	0	0	0	127	0	127	0
1725 · Parks & Green Space Improv.	1,680	41,667	-39,987	5,082	208,333	-203,251	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	0	0	0	587	0	587	0
1731A · Detention Basin & W-140 Bridge	0	183,333	-183,333	2,091,901	916,667	1,175,234	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	0	46,333	-46,333	135,089	231,667	-96,578	556,000
1735 · Detention Basin	10,000	1,250,000	-1,240,000	47,975	6,250,000	-6,202,025	15,000,000
<b>Total 7000 · Capital Expenditure</b>	<b>21,440</b>	<b>2,417,126</b>	<b>-2,395,686</b>	<b>4,025,513</b>	<b>12,085,630</b>	<b>-8,060,117</b>	<b>29,005,510</b>
<b>Total Expense</b>	<b>36,355</b>	<b>2,440,234</b>	<b>-2,403,879</b>	<b>7,646,488</b>	<b>15,689,592</b>	<b>-8,043,104</b>	<b>34,720,094</b>
<b>Net Income</b>	<b>-31,532</b>	<b>-2,434,440</b>	<b>2,402,908</b>	<b>-7,617,541</b>	<b>-15,660,620</b>	<b>8,043,079</b>	<b>-24,480,303</b>

November 30, 2013

# **Memorial City Redevelopment Authority**

## **Cash Management Report**

December 31, 2013

**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>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total</u>
Beginning Balance	14,623,070.05	17,266,295.86	888,692.05	32,778,057.96
Revenue	1,863.29	2,922.50	5,598.77	10,384.56
Expenditures	13,945.70	532,706.25	7,000.00	553,651.95
Ending Balance	14,610,987.64	16,736,512.11	887,290.82	32,234,790.57

### **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

**BEGINNING BALANCE:** **14,623,070.05**

**REVENUE:**

Checking Interest - Bank of America	1,736.44	
Texpool Interest	28.41	
Wells Fargo/TexSTAR (Surplus Funds) Interest	98.44	
Voided Check (s)	0.00	
<b>Total Revenue:</b>		<b>1,863.29</b>

**DISBURSEMENTS:**

Checks Presented At Last Meeting	2,381.72	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,119.06	
Direct Deposit Payroll	7,678.86	
Payroll Taxes	1,623.84	
Employee Expenses	1,142.22	
<b>Total Expenditures</b>		<b>13,945.70</b>

**Ending Balance:** **14,610,987.64**

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*9516	0.2000	10,213,902.65
TexPool	*0001	0.0372	898,955.06
Wells Fargo *	TexSTAR Surplus Funds	0.3570	3,250,668.67
Texas Exchange Bank CD	*3601	0.7500	247,461.26
		<b>Total</b>	<b>14,610,987.64</b>
Certificate of Deposit	CD *4215	Term: 12 Months	Matures: 09/29/2014

**Memorial City Redevelopment Authority  
Checks Presented January 28, 2014**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
1372	Allen Boone Humphries Robinson LLP	Legal Fee	-2,842.90
1373	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1374	ETI Bookkeeping Services	Bookkeeping Fee	-950.00
1375	Marsh Darcy Partners, Inc	Office Lease	-1,059.60
<b>Total</b>			<b>-5,252.50</b>

## Capital Projects Fund

**BEGINNING BALANCE** **17,266,295.86**

**REVENUE**

Checking Interest - Bank of America	2,911.63	
TexPool Interest	10.87	
Voided Check(s)	0.00	
<b>Total Revenue</b>		<b>2,922.50</b>

**EXPENDITURES**

Checks Presented at Last Meeting	21,440.00	
Checks Written at/after Last Meeting	509,308.24	

Num	Name	Amount
10200	L.N. McKean, Inc.	-211,475.91
10201	Texas Sterling Construction Co.	-297,832.33
<b>Total</b>		<b>-509,308.24</b>

FDIC Assessment Fee	1,958.01	
<b>Total Expenditures</b>		<b>532,706.25</b>

**ENDING BALANCE** **16,736,512.11**

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.2000	16,392,156.48
Tex Pool	*0003	0.0372	344,355.63
		<b>Total</b>	<b>16,736,512.11</b>

**Memorial City Redevelopment Authority  
Checks Presented January 28, 2014**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
10202	Allen Boone Humphries Robinson LLP	Legal Fee	-9,512.50
10203	Klotz Associates Inc	Drainage Study Review	-17,760.00
10204	L.N. McKean, Inc.	Pay Estimate No. 4	-185,250.00
10205	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-291,658.13
10206	SWA Group	Landscape Architect Services	-4,395.00
10207	Texas Sterling Construction Co.	Pay Estimate No. 8	-68,177.13
<b>Total</b>			<b>-576,752.76</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>888,692.05</b>
 <b>REVENUE</b>		
Wells Fargo/TexSTAR (2008 DSF) Interest	26.62	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.16	
Wells Fargo/TexSTAR (2008 Pled Rev) COH Increm. (Additional Interest)	5,571.99	
<b>Total Revenue</b>		<b>5,598.77</b>
 <b>EXPENDITURES</b>		
2008 Debt Service Interest Payment	0.00	
2008 Debt Service Principal Payment	0.00	
Trustee Fee	7,000.00	
<b>Total Expenditures</b>		<b>7,000.00</b>
 <b>ENDING BALANCE</b>		 <b>887,290.82</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0357	878,944.35
Wells Fargo *4603	TexSTAR DS Reserve	0.0357	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0357	8,074.30
		<b>Total</b>	<b>887,290.82</b>

Memorial City Redevelopment Authority  
Investment Report  
December 31, 2013

**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	0.0372	900,095.87	1.00003	900,068.87	28.41	(1,142.22)	898,982.03	1.00003	898,955.06
GOF	Wells Fargo/ TexStar	0.0357	3,250,684.00	1.000035	3,250,570.23	98.44	(0.00)	3,250,831.20	1.00005	3,250,668.67
CPF	TexPool	0.0372	344,355.09	1.00003	344,344.76	10.87	(0.00)	344,365.96	1.00003	344,355.63
DSF	Wells Fargo/ TexStar DSF	0.0357	878,948.49	1.000035	878,917.73	26.62	(0.00)	878,988.30	1.00005	878,944.35
DSF	Wells Fargo/ TexStar Res.	0.0357	272.18	1.000035	272.17	0.00	0.00	272.18	1.00005	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0357	9,502.48	1.000035	9,502.15	0.16	(1,428.01)	8,074.70	1.00005	8,074.30

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	26,606,059.13	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.

  
Bookkeeper

  
Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Don Huml	4/30/2013	2/26/2013

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
December 2013

			December			Year To Date (6 Months)			Annual
			Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
1000 · Income									
	8223 · Interest Income		4,813	5,794	-981	33,760	34,766	-1,006	69,533
	<b>Total 1000 · Income</b>		4,813	5,794	-981	33,760	34,766	-1,006	69,533
	6-4320 · Increment Collections		5,572	0	5,572	5,572	0	5,572	10,170,258
	<b>Total Income</b>		10,385	5,794	4,591	39,332	34,766	4,566	10,239,791
<b>Expense</b>									
3335 · Management Consulting Services									
	6320 · Legal		2,843	3,333	-490	15,479	20,000	-4,521	40,000
	6322 · Eng Consultant/General Prof.Svc		3,504	4,167	-663	9,905	25,000	-15,095	50,000
	6337 · Construction Audit		0	0	0	0	0	0	10,000
	6343 · Other		1,171	0	1,171	2,816	0	2,816	0
	<b>Total 3335 · Management Consulting Services</b>		7,518	7,500	18	28,200	45,000	-16,800	100,000
5650 · Transfers									
	6430 · Municipal Services		0	0	0	0	0	0	490,000
	<b>Total 5650 · Transfers</b>		0	0	0	0	0	0	490,000
5706 · Debt Service									
	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
	5710 · Other Debt Items								
	5710c · Trustee Fee		7,000	0	7,000	7,000	0	7,000	0
	<b>Total 5710 · Other Debt Items</b>		7,000	0	7,000	7,000	0	7,000	0
	<b>Total 5706 · Debt Service</b>		7,000	0	7,000	3,495,420	3,488,420	7,000	4,366,771
	6-6420 · City of Houston Admin Fee		0	0	0	0	0	0	508,513
6300 · Administration & Overhead									
	6300a · FDIC Assessment Fee		3,077	0	3,077	19,839	0	19,839	0
	6321 · Auditor		0	0	0	18,500	0	18,500	17,000
	6333 · Bookkeeping/Accounting		950	875	75	6,005	5,250	755	10,500
	6340 · Administration Salaries/Benefit		9,167	11,833	-2,666	60,500	71,000	-10,500	142,000
	6344 · Bond Svcs/Trustee/FA		400	400	0	2,400	2,400	0	4,800
	6350 · Office Expense		1,008	1,250	-242	8,243	7,500	743	15,000
	6351 · Office Lease		1,194	1,250	-56	6,577	7,500	-923	15,000
	6353 · Insurance		0	0	0	3,989	0	3,989	45,000
	6560 · Payroll Expenses		136	0	136	804	0	804	0
	<b>Total 6300 · Administration &amp; Overhead</b>		15,932	15,608	324	126,857	93,650	33,207	249,300
	6454 · Groundbreaking Ceremony		0			948			
7000 · Capital Expenditure									
	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**  
**December 2013**

	December			Year To Date (6 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1709 · Lumpkin I-10 Westview	142,734	141,667	1,067	425,701	850,000	-424,299	1,700,000
1712 · Bunker Hill S Drainage & Mobil	338	0	338	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	111,040	515,293	-404,253	1,421,662	3,091,755	-1,670,093	6,183,510
1715B · Barryknoll West Drainage	1,359	13,833	-12,474	14,386	83,000	-68,614	166,000
1717 · Town & Country W. Drain/Mobil	56,494	183,333	-126,839	128,219	1,100,000	-971,781	2,200,000
1718 · Kimberly near Bwy 8 Drainage	0	0	0	127	0	127	0
1722 · Town & Country Blv Signalizatn	0	41,667	-41,667	21,661	250,000	-228,339	500,000
1724 · Gessner at Barryknoll Intersec.	0	0	0	127	0	127	0
1725 · Parks & Green Space Improv.	1,530	41,667	-40,137	6,612	250,000	-243,388	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	0	0	0	587	0	587	0
1731A · Detention Basin & W-140 Bridge	710,763	183,333	527,430	2,802,663	1,100,000	1,702,663	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	35,275	46,333	-11,058	170,364	278,000	-107,636	556,000
1735 · Detention Basin	23,025	1,250,000	-1,226,975	71,000	7,500,000	-7,429,000	15,000,000
<b>Total 7000 · Capital Expenditure</b>	<b>1,082,558</b>	<b>2,417,126</b>	<b>-1,334,568</b>	<b>5,108,071</b>	<b>14,502,755</b>	<b>-9,394,684</b>	<b>29,005,510</b>
<b>Total Expense</b>	<b>1,113,008</b>	<b>2,440,234</b>	<b>-1,327,226</b>	<b>8,759,496</b>	<b>18,129,825</b>	<b>-9,370,329</b>	<b>34,720,094</b>
<b>Net Income</b>	<b>-1,102,623</b>	<b>-2,434,440</b>	<b>1,331,817</b>	<b>-8,720,164</b>	<b>-18,095,059</b>	<b>9,374,895</b>	<b>-24,480,303</b>



ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

# Invoice

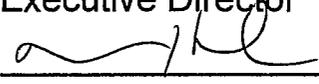
Date	Invoice #
12/1/2013	6930

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

	<b>Total</b>	\$950.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$950.00

Don Huml: Executive Director

Reviewed: 

Date: 12-23-13

Code: 6333

Amount: \$950.00

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

Invoice #: 1642  
Date: 12/16/2013

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 January 2014		750.00	1/1/2014	750.00
Jan Buehler	Assist Don Huml: print 37 page PDF document.	0.25	50.00	11/18/2013	12.50
Jan Buehler	Assist Don Huml: Print 8 1/2x11 5 sets of 8 pages; 2 x 11x17.	0.25	50.00	11/20/2013	12.50
Jan Buehler	Assist Don Huml: print 5 each 11x17 color of 2 pdfs.	0.25	50.00	11/25/2013	12.50
Jan Buehler	Assist Don Huml: Order BeeLine Delivery Service to Binkley-Barfield/David Hamilton; receive confirmation. Print 10 sets 8 1/2x11 of 12 page document.	0.5	50.00	11/26/2013	25.00
Jan Buehler	Assist Don Huml: Print 15 2-sided B&W x 8 1/2x11	0.25	50.00	12/2/2013	12.50
	Labor Subtotal				825.00
	Delivery to Binkley and Barfield		9.22	11/26/2013	9.22
Photocopies black & white	Photocopies (black & white) in house Price per page	1,560	0.10	12/16/2013	156.00
Photocopies (color) 8.5"x11"	Photocopies (color) 8.5"x11" in house price per page.	40	0.75	12/16/2013	30.00
Photocopies (color) 8.5"x11"	Photocopies (color) 11"x17" in house price per page.	10	1.15	12/16/2013	11.50

Don Huml: Executive Director

Reviewed: 

Date: 12-23-13

Code: 6351

Amount: \$1,031.72

**Total Due \$1,031.72**

Thank You

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



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

Date: December 18, 2013  
 Invoice No: 157144  
 For Period: November  
 Project No: RHTS301.A  
 Project Manager: James Vick

Project Memorial City WO #1

**WORK PERFORMED:**

- Concept Development
- Concept Documentation
- Meetings & Conferences with Zone Consults/HCC
- Meetings & Conferences with Zone Staff & Board

**Professional Services from November 01, 2013 to November 30, 2013**

**Fee**

Total Fee	8,000.00		
Percent Complete	95.00	Total Earned	7,600.00
		Previous Fee Billing	3,840.00
		Current Fee Billing	3,760.00
		<b>Total Fee</b>	<b>3,760.00</b>

**Total this Invoice \$3,760.00**

**Don Huml: Executive Director**  
 Reviewed: *[Signature]*  
 Date: 12-23-13  
 Code: 7000-1709  
 Amount: \$3,760.00

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: December 17, 2013  
 Invoice No: 157140  
 For Period: November  
 Project No: RHTS301.B  
 Project Manager: James Vick

Project Memorial City WO#2 On-Call Planning

**WORK PERFORMED:**

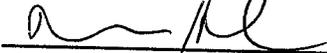
- Site Tour
- Research
- Meetings
- Attendance at Board Meetings

**Professional Services from November 01, 2013 to November 30, 2013**

**Professional Personnel**

	Hours	Rate	Amount
Principals			
Vick, James	8.00	210.00	1,680.00
<b>Total Fee Due This Invoice</b>			<b>1,680.00</b>
		<b>Total this Invoice</b>	<b>\$1,680.00</b>

Don Huml: Executive Director

Reviewed: 

Date: 12-23-13

Code: 7000 - 1725

Amount: \$1,680.00

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>ZONE TOUR / SITE VISITS</b>		
1. Vick, James	2	Bendwood Park (visual survey) Westview Basin Westview Basin / Lumpkin - Westview to Northwoods Town & Country Way
<b>RESEARCH / REVIEW -</b>		
1. Vick, James	2	Westview Basin Plans / Improvements Lumpkin Rd north of Westview (existing conditions) Bendwood Park (follow-up with HPARD on improvements / park condition)
<b>MEETINGS &amp; CONFERENCES WITH EXECUTIVE DIRECTOR</b>		
1. Vick, James	2	Bi-weekly meeting
<b>ATTENDANCE AT BOARD MEETINGS</b>		
1. Vick, James	2	Regular Board Meeting



# GUNDA CORPORATION

Engineers, Planners & Managers

## INVOICE

Date: December 20, 2013

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.: 4037  
Performance Period: November 23, 2013 through December 20, 2013

Task	Total Budget	Total % Complete	Total Amount
Traffic Signal Design	\$80,000.00	25%	\$20,000.00

Total Budget	\$80,000.00
Previous Billings	\$16,000.00
Current Budget	\$64,000.00
<b>Total Fee Due This Invoice</b>	<b>\$4,000.00</b>
Remaining Budget	\$60,000.00

Don Huml: Executive Director

Reviewed:

Date: 12-23-13

Code: 7000-1722

Amount: \$ 4,000.00

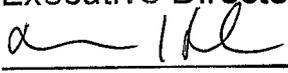
# Equi-Tax Inc.

# Invoice

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

DATE	INVOICE #
1/1/2014	46112

BILL TO
TIRZ 17 Memorial City Redevelopment Authority 17111 Rolling Creek Drive, Ste 200 Houston, TX 77090

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00
<p>Don Huml: Executive Director Reviewed: <u></u> Date: <u>01-20-14</u> Code: <u>6333</u> Amount: <u>\$ 400.00</u></p>	

<b>Total</b>	\$400.00
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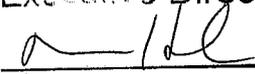
ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

# Invoice

Date	Invoice #
1/1/2014	6955

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
 <b>Don Huml: Executive Director</b> <b>Reviewed:</b> <u></u> <b>Date:</b> <u>01-20-14</u> <b>Code:</b> <u>6333</u> <b>Amount:</b> <u>\$950.00</u>			

	<b>Total</b>	\$950.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$950.00

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

Invoice #: 1652  
Date: 1/13/2014

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 February 2014		750.00		750.00
Sue Darcy	Conv/ Ann Givens re: job evaluation forms; research same and edit for relevancy; transmit same to Ms. Givens.	1	205.00	12/16/2013	205.00
Jan Buehler	Assist Don Huml: Print 5 color 11x17 from PDF.	0.25	50.00	12/17/2013	12.50
Jan Buehler	Assist Don Huml: Color Prints 4 each 11x17 from PDF	0.25	50.00	1/7/2014	12.50
Jan Buehler	Assist Don Huml: Color Prints 10 of 11x17 from PDF	0.25	50.00	1/9/2014	12.50
Jan Buehler	Assist Don Huml: Color Prints 5 at 11x17 from 4 PDFs	0.25	50.00	1/13/2014	12.50
Photocopies black & white	Photocopies (black & white) in house Price per page	155	0.10	1/13/2014	15.50
Photocopies (color) 8.5"x11"	Photocopies (color) 11"x17" in house price per page.	34	1.15	1/13/2014	39.10
<p>Don Huml: Executive Director Reviewed: <u><i>[Signature]</i></u> Date: <u>01-20-14</u> Code: <u>6351</u> Amount: <u>\$1,059.60</u></p>					

Thank you for your business.

**Total Due \$1,059.60**

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

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-6400 or email at [billing@abhr.com](mailto:billing@abhr.com)

January 16, 2014

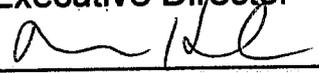
## MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-01
	Statement Number:	64334
General	Billing Attorney:	Trey Lary

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### REMITTANCE PAGE

Fees for services posted through January 10, 2014	2,777.50
Expenses and Other Items posted through January 10, 2014	65.40
<b>Total Amount Due:</b>	<b>\$2,842.90</b>

Don Huml: Executive Director  
Reviewed:   
Date: 01-16-14  
Code: 6320  
Amount: \$2,842.90

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

Checks should be made payable to Allen Boone Humphries Robinson LLP  
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

January 16, 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 64334  
Billing Attorney: Trey Lary

### General

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#### Professional Fees

Fees for services posted through January 10, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b>General</b>			
11/13/13	Karen Anderson	Forward agenda for the November 20, 2013 meeting to Pat Walters for posting; prepare correspondence and posting documents for Harris County Clerk; sort and distribute agenda	0.75
11/19/13	Jessica Holoubek	Review, revise and finalize minutes from the last regular Board of Directors meeting; follow up with outstanding issues related to attorney tasks mentioned in the minutes	0.50
11/19/13	Lisa Kulhanek	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.25
11/20/13	Jessica Holoubek	Discuss public-private partnership agreements with Don Huml	0.25
11/20/13	Susan Hostetler	Draft agenda for December Board of Directors meeting and email to working group for review.	0.25
11/21/13	Jessica Holoubek	Review agenda for next Board of Directors meeting	0.25
11/21/13	Susan Hostetler	Finalize minutes of previous meeting and email to Don Huml for review.	0.25
11/22/13	Jessica Holoubek	Work on Board of Directors meeting agenda	0.25
11/22/13	Susan Hostetler	Work on agenda for December Board of Directors meeting.	0.25
11/25/13	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	1.00
12/02/13	Jessica Holoubek	Prepare for Board of Directors meeting and telephone conference with Don Huml	0.50

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Allen Boone Humphries Robinson LLP

January 16, 2014

12/02/13	Susan Hostetler	Prepare for Board of Directors meeting; follow up regarding pending items; draft form minutes for meeting.	1.00
12/03/13	Kristen Hogan	Travel to and attend Board meeting	0.75
12/03/13	Jessica Holoubek	Attend Board of Directors meeting	0.75
12/03/13	Lisa Kulhanek	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.25
12/09/13	Susan Hostetler	Meeting follow up.	0.25
12/10/13	Kristen Hogan	Prepare Minutes of previous meeting	0.50
12/10/13	Susan Hostetler	Follow up regarding pending matters; conference with Kristen Hogan.	0.50
12/10/13	Trey Lary	Work on issues with consultant contracts	0.25
12/11/13	Kristen Hogan	Finalize minutes and action items relating to the previous Board of Directors meeting. Prepare Certified Agenda for meeting	0.50
12/13/13	Lisa Kulhanek	Research executive director file as requested	0.25
12/14/13	Kristen Hogan	Make attorney revisions to Minutes of previous meeting and email to Executive Director. Prepare execution copy of Certified Agenda	0.25
12/16/13	Kristen Hogan	Make Executive Director's revisions to minutes and forward final minutes for inclusion in next Board packet; prepare execution copy	0.25
12/19/13	Susan Hostetler	Review and update files and information pursuant to Records Management Act and records management policy.	0.25
12/30/13	Kristen Hogan	Receive and review Authority correspondence and forward as appropriate	0.25
01/10/14	Jessica Holoubek	Receive and review Texas Department of Transportation agreement for installation of underpass lighting at Bunker Hill	0.25

<i>Total Task Hours:</i>	10.75
<i>Total Task Amount:</i>	\$2,777.50
<b>Total Fees:</b>	<b>\$2,777.50</b>

**Expenses and Other Items**

Expenses and Other Items posted through January 10, 2014, as follows:

10/17/13	JBH	Parking/Other : Houston First Corporation	6.00
10/31/13	JBH	Parking/Other - Houston City Hall	6.00
10/31/13	JBH	Mileage expense	11.30
11/25/13	JBH	Photocopy Charges	0.30
11/25/13	JBH	Courier charges; City Secretary's Office	13.50
12/03/13	JBH	Mileage expense	12.43
12/03/13	JBH	Mileage expense	12.43
12/09/13	JBH	Postage	2.24
12/16/13		Photocopy Charges	1.20

Total Expenses and Other Items: \_\_\_\_\_

Total Expenses and Other Items: 65.40

**TASK FEE BREAKDOWN**

	<b><u>Hours</u></b>	<b><u>Amount</u></b>
General	10.75	2,777.50

Total Fees:	\$2,777.50
Total expenses and other items:	\$65.40
<b>Total Amount Due:</b>	<b>\$2,842.90</b>

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

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January 16, 2014

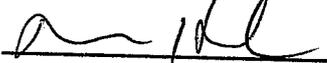
## MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-03
	Statement Number:	64335
Projects	Billing Attorney:	Trey Lary

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### REMITTANCE PAGE

Fees for services posted through January 10, 2014	9,512.50
Expenses and Other Items posted through January 10, 2014	0.00
<b>Total Amount Due:</b>	<b>\$9,512.50</b>

Don Huml: Executive Director  
Reviewed:   
Date: 01-16-14  
Code: 7000  
Amount: \$ 9,512.50

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

Checks should be made payable to Allen Boone Humphries Robinson LLP  
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

January 16, 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 64335  
Billing Attorney: Trey Lary

## Projects

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### Professional Fees

Fees for services posted through January 10, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b><u>Barryknoll East Drainage - 1715A</u></b>			
11/22/13	Jessica Holoubek	Discuss Texas Sterling contract damages with Don Huml	0.25
12/03/13	Kristen Hogan	Travel to and attend Board meeting	0.25
12/03/13	Jessica Holoubek	Attend Board of Directors meeting	0.25
12/10/13	Kristen Hogan	Prepare Minutes of previous meeting	0.25
			<i>Total Task Hours:</i> 1.00
			<i>Total Task Amount:</i> \$310.00
<b><u>Bunker Hill S Drainage &amp; Mobil - 1712</u></b>			
11/20/13	Trey Lary	Conference with condemnation lawyer regarding property acquisition	0.75
			<i>Total Task Hours:</i> 0.75
			<i>Total Task Amount:</i> \$337.50
<b><u>Detention Basin &amp; W-140 Bridge - 1731A</u></b>			
12/10/13	Jessica Holoubek	Telephone conference with Mary Buzak regarding legal services agreement	0.50
12/17/13	Jessica Holoubek	Office conference with Don Huml	0.25
			<i>Total Task Hours:</i> 0.75
			<i>Total Task Amount:</i> \$285.00

**Detention Basin 1735**

11/05/13	Trey Lary	Work with Jessica Holoubek to follow up on right of way acquisition matter	0.50
11/07/13	Trey Lary	Follow up from meeting with City of Houston regarding property acquisition for project	0.50
11/15/13	Trey Lary	Work with Jessica Holoubek on land acquisition matters	0.50
11/20/13	Jessica Holoubek	Telephone conference with Bob Collins and Fred Junkin regarding property acquisition	1.00
11/22/13	Jessica Holoubek	Telephone conference with Don Huml regarding committee meeting regarding purchase of property	0.50
11/25/13	Jessica Holoubek	Review and discuss agenda for real estate committee meeting	0.25
11/26/13	Jessica Holoubek	Meeting with real estate committee and follow up regarding the same	3.00
11/26/13	Susan Hostetler	Assist with information needed for appraisals.	0.25
12/02/13	Jessica Holoubek	Work with Tom Edmonds regarding appraisal; work with Bob Collins; review Transwestern agreement; review appraisal reports; discuss legal engagement letter with Mary Buzak and review TriParty agreement regarding the same	1.25
12/03/13	Kristen Hogan	Travel to and attend Board meeting	0.75
12/03/13	Jessica Holoubek	Attend Board of Directors meeting	0.75
12/04/13	Jessica Holoubek	Telephone conference with Trey Lary with the Firm regarding project; review offer letter	0.50
12/04/13	Trey Lary	Teleconference with Jessica Holoubek to work on project	0.50
12/06/13	Jessica Holoubek	Review offer letters	0.25
12/10/13	Kristen Hogan	Prepare Minutes of previous meeting	0.25
12/11/13	Trey Lary	Work on property acquisition matters	0.75
12/12/13	Jessica Holoubek	Office conference with Trey Lary with the Firm regarding legal services engagement for property acquisition	0.25
12/12/13	Trey Lary	Conference with Jessica Holoubek regarding property acquisition	0.25
12/16/13	Jessica Holoubek	Review and discuss legal services engagement with Mary Buzak	0.50
12/17/13	Jessica Holoubek	Office conference with Don Huml	0.25
12/17/13	Trey Lary	Work on property acquisition	0.25
12/18/13	Jessica Holoubek	Telephone conference with Bob Collins regarding legal services agreement	0.25
12/18/13	Trey Lary	Conference with Jessica Holoubek to work on project	0.25
01/07/14	Susan Hostetler	Assist with research on obtaining right of way.	0.25
<i>Total Task Hours:</i>			13.75
<i>Total Task Amount:</i>			\$5,265.00

**Lumpkin I-10 Westview - 1709**

11/19/13	Jessica Holoubek	Work on property acquisition	0.25
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11/19/13	Susan Hostetler	Follow up with Tom Edmonds regarding appraisals and information.	0.25
12/03/13	Kristen Hogan	Travel to and attend Board meeting	0.75
12/03/13	Jessica Holoubek	Prepare for, review the meeting and action files, and attend regular monthly Board of Directors meeting	0.75
12/04/13	Jessica Holoubek	Telephone conference with Trey Lary with the Firm regarding project and follow up with Muhammad Ali	0.25
12/04/13	Trey Lary	Teleconference with Jessica Holoubek to work on project	0.25
12/10/13	Kristen Hogan	Prepare Minutes of previous meeting	0.50
12/13/13	Jessica Holoubek	Work on offer letter to Home Depot; office conference with Ann Newtown	0.75
12/13/13	Anne Newtown	Work on proposed acquisition from Home Depot.	0.25
12/14/13	Kristen Hogan	Review notes from last meeting and send correspondence to attorney regarding same	0.25
12/16/13	Jessica Holoubek	Finalize purchase letter to Home Depot	0.50
12/17/13	Jessica Holoubek	Office conference with Don Huml; follow up regarding offer to purchase right of way	0.25
12/18/13	Jessica Holoubek	Work on matters regarding Lumpkin property acquisition	0.50
12/19/13	Jessica Holoubek	Review Memorandum of Understanding with City of Houston, Texas for maintenance and follow up with Don Huml regarding the same	0.25

*Total Task Hours:* 5.75  
*Total Task Amount:* \$1,980.00

**Parks & Green Space Improv. - 1725**

12/03/13	Kristen Hogan	Travel to and attend Board meeting	0.75
12/03/13	Jessica Holoubek	Attend Board of Directors meeting	0.75
12/10/13	Kristen Hogan	Prepare Minutes of previous meeting	0.25
12/11/13	Kristen Hogan	Finalize minutes and action items relating to the previous Board of Directors meeting.	0.25

*Total Task Hours:* 2.00  
*Total Task Amount:* \$585.00

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

12/17/13	Jessica Holoubek	Office conference with Don Huml; discuss same with Trey Lary with the Firm	0.25
12/17/13	Trey Lary	Work on property acquisition	0.25
12/18/13	Trey Lary	Conference with Jessica Holoubek to work on project	0.50
01/07/14	Jessica Holoubek	Work with Kristen Hogan, with the Firm, in connection with property acquisition matters	0.25

*Total Task Hours:* 1.25  
*Total Task Amount:* \$535.00



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

January 20, 2014

TIRZ 17 Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Attention: Mr. Don Huml

Reference: Engineering and Program Management Services relating to  
TIRZ 17 Redevelopment Authority  
**LAN Project No. 120-10308-000 & 130-10384-000**

Dear Mr. Huml:

Attached is the original copy of our Invoice No. 92 in the amount of \$94,890.75 for the above project, which covers services through January 3, 2014.

Included with the invoice is a certified labor detail for this period.

If you have any questions, please feel free to contact me at (713) 266-6900.

Sincerely,

Muhammad Ali, P.E.  
Project Manager

MA:kgb *kgb*

Enclosures: LAN Invoice No. 92

cc: File

120-10308-000  
130-10384-000

2925 Briarpark Drive • Houston, Texas 77042-3720 • 713.266.6900 • Fax: 713.266.2089 • www.lan-inc.com

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

January 20, 2014  
 Invoice No: 00092  
 Project Number: 120-10308-000 & 130-10384-000

Attention: Mr. Don Huml

Engineering services through 1/3/14 in connection with the  
 TIRZ 17 Redevelopment Authority

Account Number	This Invoice	Previously Invoiced	Total To Date
TASK 6 6.0 Drainage	\$ -	\$ 1,567,804.15	\$ 1,567,804.15
6.1 Briar Branch	\$ -	\$ 127,372.04	\$ 127,372.04
6.2 Queensbury Storm Sewer Improvements	\$ -	\$ 238,879.34	\$ 238,879.34
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 Refer to Attachment 6	\$ -	\$ 1,086,206.96	\$ 1,086,206.96
TASK 9 9.0 1712 Bunker Hill South Refer to Attachment 9	\$ -	\$ 26,323.75	\$ 26,323.75
TASK 10 10.0 1732A North Gessner Thoroughfare Refer to Attachment 10	\$ -	\$ 910,412.25	\$ 910,412.25
TASK 11 11.0 1722 Town & Country Drainage & Mobilization Refer to Attachment 11	\$ -	\$ 266,123.32	\$ 266,123.32
TASK 12 12.0 1715A Barryknoll East Refer to Attachment 12	\$ 42,552.76	\$ 1,880,741.95	\$ 1,923,294.71
TASK 14 14.0 1709 Lumpkin Refer to Attachment 14	\$ -	\$ 615,422.73	\$ 615,422.73
TASK 15 15.0 1718 Kimberley Lane Drainage & Roadway Refer to Attachment 15.0	\$ -	\$ 721,082.36	\$ 721,082.36
15.1 1718 Kimberley Lane Construction Services Refer to Attachment 15.1	\$ -	\$ 680,943.31	\$ 680,943.31
TASK 19 19.0 1714 Frostwood and Kingsride Refer to Attachment 19	\$ -	\$ 46,410.93	\$ 46,410.93
TASK 22 22.0 1731A Drainage Remediation Project (W140 Detention) Refer to Attachment 22	\$ 15,919.44	\$ 809,697.19	\$ 825,616.63
TASK 25 25.0 1734 W140 Channel Improvement Refer to Attachment 25	\$ 35,060.02	\$ 456,959.55	\$ 492,019.57
TASK 26 26.0 1715B Barryknoll West Refer to Attachment 26	\$ 1,358.53	\$ 32,954.77	\$ 34,313.30
TASK 27 27.0 6343 General Administration Refer to Attachment 27	\$ -	\$ 12,296.46	\$ 12,296.46
TASK 28 28.0 1733A North Witte Drainage & Mobility Refer to Attachment 27	\$ -	\$ 29,142.86	\$ 29,142.86
<b>TOTAL</b>	<b>\$ 94,890.75</b>	<b>\$ 11,046,939.96</b>	<b>\$ 11,141,830.71</b>

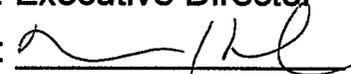
**TOTAL DUE THIS INVOICE: \$ 94,890.75**

Certification by Firm:

  
 Project Manager

Date: 1/21/2014

Don Huml: Executive Director

Reviewed: 

Date: 01-21-14

Code: 7000

Amount: \$94,890.75

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

January 20, 2014  
 Invoice No: 00092  
 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	\$ 52,052.84	\$ 38,568.23	\$ 274,794.93	\$ 313,363.16
12.2.0	Barryknoll Ph III - CPS and CM & I Services (Lump Sum)			\$ 38,568.23	\$ 274,794.93	\$ 313,363.16
	<u>Additional Services</u>			\$ 3,984.53	\$ 185,886.99	\$ 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	\$ 3,984.53	\$ 108,279.19	\$ 112,263.72
<b>TOTAL TASKS</b>				\$ 42,552.76	\$ 1,880,741.95	\$ 1,923,294.71

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>			\$ 1,512.21	\$ 97,154.34	\$ 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	\$ 1,512.21	\$ 5,246.10	\$ 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	\$ 95,335.02	\$ 14,407.23	\$ 43,577.75	\$ 57,984.98
22.6.0	Detention Basin - CPS and CM&I Services (Ph. I & II Construction) Lump Sum			\$ 14,407.23	\$ 43,577.75	\$ 57,984.98
<b>TOTAL TASKS</b>				<b>\$ 15,919.44</b>	<b>\$ 809,697.19</b>	<b>\$ 825,616.63</b>

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

January 20, 2014  
 Invoice No: 00092  
 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	\$ 8,406.09	\$ 35,060.02	\$ 407,624.45	\$ 442,684.47
25.1.0	W140 Channel Improvement - PER			\$ 35,060.02	\$ 407,624.45	\$ 442,684.47
				\$ -	\$ 119,164.06	\$ 119,164.06
	<u>Additional Services</u>			\$ -	\$ 45,181.80	\$ 45,181.80
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>\$ 35,060.02</b>	<b>\$ 456,959.55</b>	<b>\$ 492,019.57</b>

TIRZ 17 Redevelopment Authority  
Engineering and Program Management Services  
820 S. Gessner, Suite 1530  
Houston, Texas 77024

January 20, 2014  
Invoice No: 00092  
Project Number: 130-10384-018

Attention: Mr. Don Huml

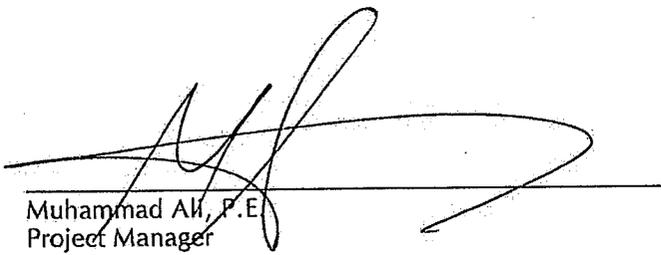
**ATTACHMENT 26.0**  
**Task 26.0**  
**Barryknoll West**

Task #	Description	This Invoice	Previously Invoiced	Total to Date
	<u>Program Management</u>	\$ -	\$ 10,860.57	\$ 10,860.57
26.0.0	Barryknoll West PM	\$ -	\$ 10,860.57	\$ 10,860.57
26.1.0	<u>Design Services</u>	\$ 1,358.53	\$ 22,094.20	\$ 23,452.73
	<b>TOTAL TASKS</b>	\$ 1,358.53	\$ 32,954.77	\$ 34,313.30



### CERTIFICATION OF LABOR HOURS

I, Muhammad Ali, P.E., state that the following pages represent the time expended on the TIRZ 17 Redevelopment Authority during the period of November 9, 2013 through January 3, 2014. Overtime hours for professional employees are represented solely for the purpose of including them in Invoice No. 00092 at straight-time rates. Overtime hours for non-professional employees are calculated at the authorized amount.



Muhammad Ali, P.E.  
Project Manager



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

January 20, 2014

Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Attention: Mr. Don Huml

Reference: Engineering Services relating to  
TIRZ 17 Redevelopment Authority  
**CIP T-1709, T-1717**

Dear Mr. Huml:

Attached is the original copy of our Invoice No. 3 in the amount of \$ 193,263.60 for the above project, which covers services through January 3, 2014.

If you have any questions, please feel free to contact me at (713) 266-6900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Muhammad Ali', is written over the word 'Sincerely,'. The signature is stylized and extends across the line.

Muhammad Ali, P.E.  
Project Manager

MA:kgb

Enclosures: LAN Invoice No.3

cc: File



**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

January 20, 2014  
Invoice No: 3

Engineering services through January 3, 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	52.00%	\$329,530.56	\$ 356,991.44	\$ 219,687.04	\$ 137,304.40
CIP No. T-1717	Town & Country West Drainage & Mobility Improvements- PER	\$254,360.00	50.00%	\$127,180.00	\$ 127,180.00	\$ 71,220.80	\$ 55,959.20
<b>Total</b>		<b>\$940,882.00</b>			<b>\$ 484,171.44</b>	<b>\$ 290,907.84</b>	<b>\$193,263.60</b>

<b>CURRENT PAYMENT DUE THIS INVOICE:</b>	<b>\$193,263.60</b>
--	---------------------

Don Huml: Executive Director  
 Reviewed: [Signature]  
 Date: 01-21-14  
 Code: 7000  
 Amount: \$193,263.60



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

January 20, 2014

Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Attention: Mr. Don Huml

Reference: Engineering Services relating to  
TIRZ 17 Redevelopment Authority  
**Engineering Consulting Services**

Dear Mr. Huml:

Attached is the original copy of our Invoice No. 3 in the amount of \$3,503.78 for the above project, which covers services through January 3, 2014.

If you have any questions, please feel free to contact me at (713) 266-6900.

Sincerely,

Muhammad Ali, P.E.

MA:kgb *kgb*

Enclosures: LAN Invoice No.3

cc: File



**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

January 20, 2014  
Invoice No: 3



**Engineering Consulting Services through January 3, 2014 in connection with  
the TIRZ Redevelopment Authority**

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization 1      Engineering Consulting Services	\$10,000.00	\$ 9,904.50	\$ 6,400.72	\$ 3,503.78
<b>TOTAL</b>	<b>\$10,000.00</b>	<b>\$ 9,904.50</b>	<b>\$ 6,400.72</b>	<b>\$3,503.78</b>

<b>CURRENT PAYMENT DUE THIS INVOICE:</b>	<b>\$3,503.78</b>
--	-------------------

Don Huml: Executive Director  
 Reviewed: *DL*  
 Date: 01-21-14  
 Code: 6322  
 Amount: \$3,503.78



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

PLEASE REMIT TO: Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042  
Attn: Accounts Receivable  
713.266.6900 • Fax: 713.266.7191

**INVOICE**

January 20, 2014  
Invoice No: 3

Don Huml, Executive Director  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway Suite 215  
Houston, TX 77042

LAN Project No. 130-10384-020 Engineering Consulting Services  
Professional Services through January 3, 2014

**Professional Personnel**

	Hours	Rate	Amount	
Ali, Muhammad	3.00	52.88	158.64	
Manges, Matthew	6.00	43.27	259.62	
Pfeifer, Samuel	5.00	28.85	144.25	
Pfeifer, Samuel	2.00	29.09	58.18	
Racz, Amy	.50	24.04	12.02	
Snyder, Erik	1.50	32.21	48.32	
St. John, Derek	6.50	66.35	431.28	
Totals	24.50		1,112.31	
<b>Total Labor</b>		<b>3.15 times</b>	<b>1,112.31</b>	<b>3,503.78</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	3,503.78	6,400.72	9,904.50
Limit			10,000.00
Remaining			95.50

**Total this Invoice \$3,503.78**

	Current	Prior	Total
<b>Billings to Date</b>	<b>3,503.78</b>	<b>6,400.72</b>	<b>9,904.50</b>



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

Date: January 21, 2014  
 Invoice No: 157418  
 For Period: December  
 Project No: RHTS301.B  
 Project Manager: James Vick

Project Memorial City WO#2 On-Call Planning

**WORK PERFORMED:**

- Attend board meeting
- Attend meetings with zone staff
- Conferences & coordination

**Professional Services from December 01, 2013 to December 31, 2013**

**Professional Personnel**

	Hours	Rate	Amount
Principals			
Vick, James	4.50	210.00	945.00
<b>Total Fee Due This Invoice</b>			<b>945.00</b>
		<b>Total this Invoice</b>	<b>\$945.00</b>

Don Huml: Executive Director

Reviewed:

Date: 01-21-14

Code: 1725

Amount: \$945.00

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>
MEETINGS & CONFERENCES WITH EXECUTIVE DIRECTOR		
1. Vick, James	2.5	Bi-weekly meeting
ATTENDANCE AT BOARD MEETINGS		
1. Vick, James	2	Regular Board Meeting



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

Date: January 21, 2014  
 Invoice No: 157419  
 For Period: December  
 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:**

- Recon. Lumpkin - Westview to Northbrook
- Design Concepts
- Cost Estimation
- Meetings & Coordination with MCMD/Zone/Consultants

**Professional Services from December 01, 2013 to December 31, 2013**

**Fee**

Total Fee	15,000.00		
Percent Complete	23.00	Total Earned	3,450.00
		Previous Fee Billing	0.00
		Current Fee Billing	3,450.00
		<b>Total Fee</b>	<b>3,450.00</b>

Don Huml: Executive Director

Total this Invoice \$3,450.00

Reviewed:

Date: 01-21-14

Code: 1709

Amount: \$3,450.00

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.

**Invoice**

klotz  associates

1160 Dairy Ashford, Suite 500  
Houston, Texas 77079  
T 281.589.7257 F 281.589.7309  
houston.office@klotz.com

Don Huml  
Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

December 23, 2013  
Project No: 1111.001.000  
Invoice No: 1213043

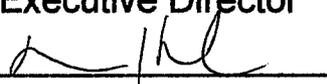
**TIRZ 17 Drainage Study Review**

For Professional Services rendered from November 16, 2013 to December 15, 2013:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
TIRZ 17 Drainage Study Review	48,000.00	97.00	46,560.00	28,800.00	17,760.00
Due Diligence Issues Proposed Detent(hr)	10,000.00	0.00	0.00	0.00	0.00
Total Fee	58,000.00		46,560.00	28,800.00	17,760.00
					17,760.00

Recap:	Current	Previous	To-Date
Total Billings	17,760.00	28,800.00	46,560.00
Contract Amount			58,000.00
Balance			11,440.00

**Total Due This Invoice: \$17,760.00**

**Don Huml: Executive Director**  
Reviewed:   
Date: 01/10/14  
Code: 7000 - T1735  
Amount: \$17,760

# ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER  
3200 SOUTHWEST FREEWAY  
SUITE 2600  
HOUSTON, TEXAS 77027  
TEL (713) 860-6400  
FAX (713) 860-6401  
abhr.com

Direct Line: (713) 860-6491  
Direct Fax: (713) 860-6691

jholoubek@abhr.com

Jessica Holoubek  
Senior Attorney

January 28, 2014

Spring Branch Management District  
c/o Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston, Texas 77227-2167  
Attn: Mr. David Hawes, Executive Director

Re: Maintenance of Westview Roadway Esplanade between Shadowdale and Beltway 8

Dear Mr. Hawes:

The TIRZ 17 Redevelopment Authority (aka Memorial City Redevelopment Authority) (the "Authority") and Spring Branch Management District (the "District") previously entered into a letter agreement dated March 9, 2009, which was executed and agreed to by the District on March 19, 2009 (the "Letter Agreement"), for the District to maintain certain landscaping improvements and embellishments constructed by the Authority at the Westview roadway esplanade medians (the "Improvements"). A copy of the Letter Agreement is attached hereto for reference.

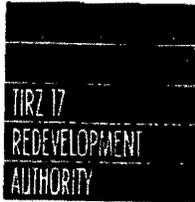
At its meeting on January 28, 2014, the Authority was informed that Harris County Municipal Management District No. 1 (aka the Memorial City Management District) has agreed to assume maintenance of the Improvements. Therefore, the Board of Directors of the Authority voted to terminate the Letter Agreement with the District. Please accept this letter as notice of termination of the Letter Agreement and proceed with causing the District's Maintenance Agreement with the City of Houston to be amended to exclude the Improvements as soon as reasonably possible. Thank you for your attention to this matter.

Should you have any questions, please call me at (713) 860-6491.

Sincerely,

Jessica Holoubek  
Attorney for the Authority

Enclosure



March 9, 2009

Spring Branch Management District  
c/o Hawes Hill Calderon LLP  
P.O. Box 22167  
Houston, Texas 77227-2167  
Attn. Mr. David Hawes, Executive Director

Re: Maintenance of Westview Roadway Esplanade between Shadowdale and Beltway 8

Dear Mr. Hawes:

The TIRZ 17 Redevelopment Authority (aka Memorial City Redevelopment Authority) (the "Authority") has awarded a contract for the design of certain landscaping improvements and embellishments to be located at the Westview roadway esplanade medians (the "Improvements") as more fully described in the attached Exhibit A. The purpose of this letter agreement is to set forth the parties agreement regarding installation and maintenance of Improvements.

The Authority hereby agrees to cause the Improvements to be designed, constructed and installed, at its sole cost and expense, substantially in accordance with Spring Branch Management District's (the "District" or "you") master plan for landscaping improvements.

In consideration for the Authority's design, construction and installation of the Improvements, the District hereby agrees to assume full responsibility, at its sole cost and expense, for the operation, maintenance, repair and replacement of the Improvements to the extent and in the same manner as is required by the City of Houston, Texas (the "City") for other like facilities located within the District's service area. Upon completion of the construction and installation of the Improvements, it is specifically agreed that the Authority shall have no responsibility for the condition or maintenance of the Improvements and that the District shall pay all costs related to the operation, maintenance, and repair of the Improvements. The District further agrees that it will cause its Maintenance Agreement with the City to be amended to include the Improvements within 30 days of completion of the construction and installation of the Improvements.

If the District fails to maintain or repair the Improvements, the Authority or its assigns shall have the right, but not the obligation, in its sole discretion, to alter, reduce, replace or authorize other changes to the Improvements; provided, however, that the Authority shall first notify the District in writing of any Improvements that the Authority believes the District has failed to maintain, repair, or replace, and give the District 60 days to cure any such failure.

If you are in agreement with the above terms and conditions, and agree that this letter agreement is the entire agreement between the parties related to the Improvements, please execute the acknowledgment below and return one fully executed original to the undersigned so that construction and installation of the Improvements may begin.

We look forward to working with you on this project.

5-26

713.984.8737 Main • 713.984.0432 Fax • 820 Gessner, Suite 1530 • Houston, TX 77024



Sincerely,

TIRZ 17 REDEVELOPMENT AUTHORITY  
(AKA MEMORIAL CITY REDEVELOPMENT  
AUTHORITY)

*for* By: Charles S. Turet, Jr.  
Charles S. Turet, Jr.  
Chair, Board of Directors



The above terms and conditions concerning the maintenance of Westview Road Esplanade are accepted and agreed to this 17<sup>th</sup> day of March, 2009.

SPRING BRANCH MANAGEMENT DISTRICT

By: Patricia Maddox  
Name: Patricia Maddox  
Title: Chair

5-28





ITEM	QTY	UNIT	UNIT COST	ITEM TOTAL	REMARKS
<b>Softscape Area</b>					
Native/Existing Trees	8380	sf/approx.	\$3.50	\$29,330.00	Mix 30 Gal., 15 Gal., 5 Gal. Wax Myrtles, Pines
Street Trees	32	ea	\$350.00	\$11,200.00	45 Gal. Nuttall Oaks
Ornamental Trees	74	ea	\$350.00	\$25,900.00	45 Gal. Crape Myrtles
Shrubs/Groundcover	10,150	sf/approx.	\$3.75	\$38,062.50	5 gal. & 1 gal.
Mulch	126	cy/approx.	\$30.00	\$3,780.00	4" Thick Mulch
Sod	23,370	sf/approx.	\$0.25	\$5,842.50	Solid Sod Bermuda
Irrigation	29,640	sf/approx.	\$1.00	\$29,640.00	Automatic System
			<b>Subtotal</b>	<b>\$143,755.00</b>	
			<b>Softscape Total</b>	<b>\$143,755.00</b>	
			<b>Contingency 20%</b>	<b>\$28,751.00</b>	
			<b>Grand Total</b>	<b>\$172,506.00</b>	

5.33



WESTVIEW



5-31

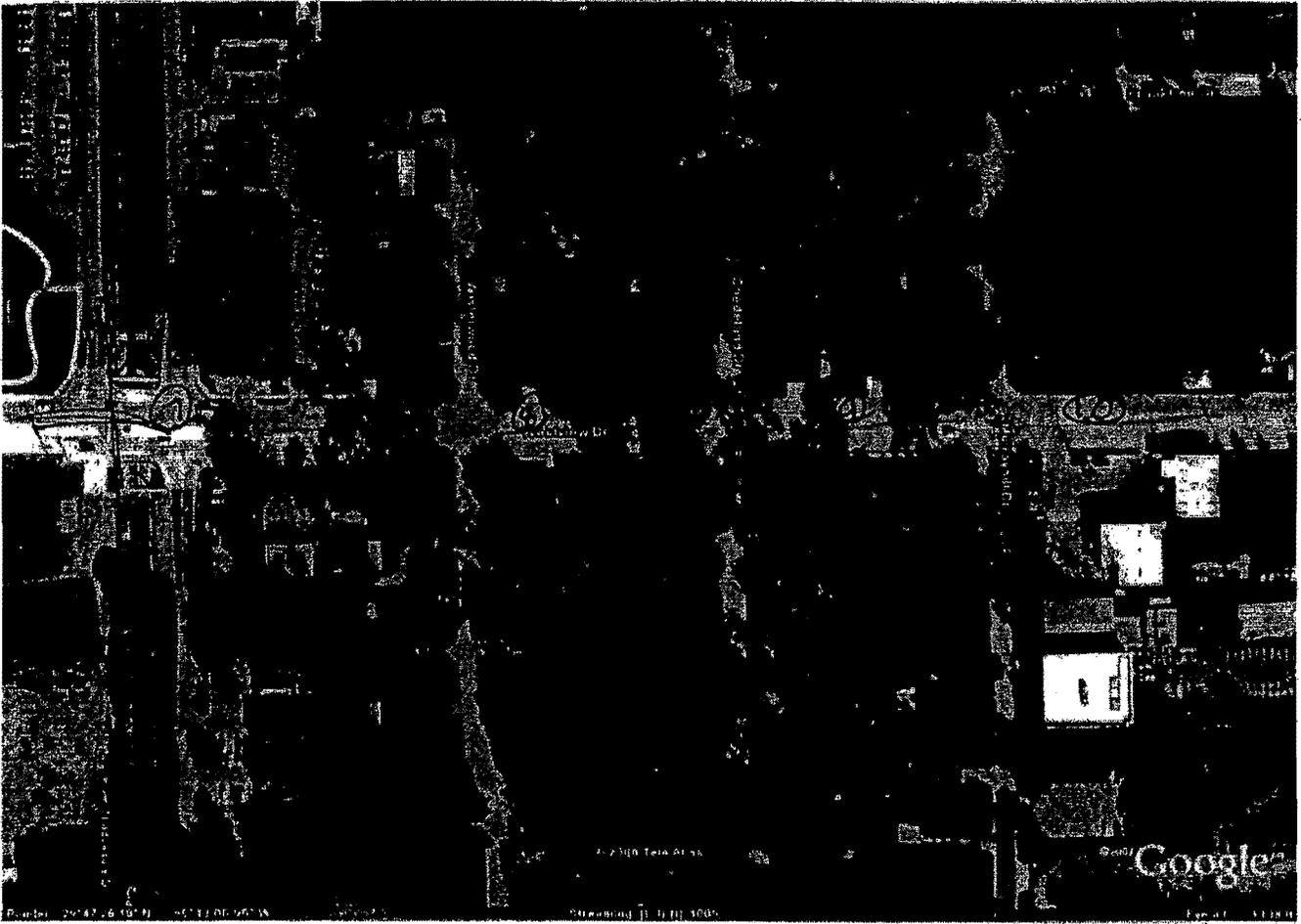




*SPU-*

5-32





5.33



Options - Conceptual Cost Estimates

SUMMARY

Lumpkin Road Improvements (I-10 Frontage Road to Northbrook)

TOTAL PROJECT BUDGET :: \$8,688,000.

	LANDSCAPE AMENITIES	% of Project	HARDSCAPE AMENITIES	% of Project	DEDUCT FOR REQUIRED BASE PROJECT LANDSCAPING*	DEDUCT FOR HCC LAND CONTRIBUTION (Estimated)**	TOTAL AMENITIES	% of Project
--	---------------------	--------------	---------------------	--------------	---	--	-----------------	--------------

LANDSCAPE + HARDSCAPE

**OPTION 1 - HIGH LEVEL AMENITIES      \$ 424,702    0.05    \$ 77,000    0.01    \$ (85,400.00)    \$ (127,890.00)    288,412    0.033**

Continuous line of Live Oak street trees (65gal.) on east side of street with an understory of shrubs to screen Home Depot / industrial properties; continuous flowering trees (45 gal.) on the west side under CenterPoint powerlines provide some shade for HCC students; planted esplanades at I-10 frontage road and at Westview; MCMD accent paving in sidewalks on both sides of Lumpkin; planted esplanades at I-10 frontage road and Westview; outdoor gathering space for HCC students with benches, bike racks, trash cans and landscaping.

**OPTION 2 - MID LEVEL AMENITIES      \$ 339,102    0.04    \$ 77,000    0.01    \$ (85,400.00)    \$ (127,890.00)    202,812    0.023**

Continuous line of Live Oak street trees (65gal.) on east side of street with a **reduced** understory of shrubs to screen Home Depot / industrial properties; continuous flowering trees (45 gal.) on the west side under CenterPoint powerlines provide some shade for HCC students; planted esplanades at I-10 frontage road and at Westview; MCMD accent paving in sidewalks on both sides of Lumpkin; planted esplanades at I-10 frontage road and Westview; outdoor gathering space for HCC students with benches, bike racks, trash cans and landscaping.

**OPTION 3 - LOW LEVEL AMENITIES      \$ 274,902    0.03    \$ 77,000    0.01    \$ (85,400.00)    \$ (127,890.00)    138,612    0.016**

Continuous line of Live Oak street trees (**45gal.**) on east side of street with **no** understory of shrubs to screen Home Depot / industrial properties; continuous flowering trees (45 gal.) on the west side under CenterPoint powerlines provide some shade for HCC students; planted esplanades at I-10 frontage road and Westview; MCMD accent paving in sidewalks on both sides of Lumpkin; planted esplanades at I-10 frontage road and Westview; outdoor gathering space for HCC students with benches, bike racks, trash cans and landscaping.

*Notes: \* Non-amenity base project landscaping is a cost deduction as it is required by city ordinance.  
 \*\* Possible HCC land contribution - 1,600SF @ \$30 / SF for seating area + 2,600SF @ \$30 / SF for road ROW.  
 See attached exhibit showing Options 1 - 3 for the amenities.*

PEDESTRIAN LIGHTING	LIGHTING	% of Project
---------------------	----------	--------------

**OPTION A - HIGH LEVEL ILLUMINATION    \$ 490,060    0.056**

Pedestrian lighting on west side of Lumpkin only from I-10 to Northbrook on a 50' spacing.

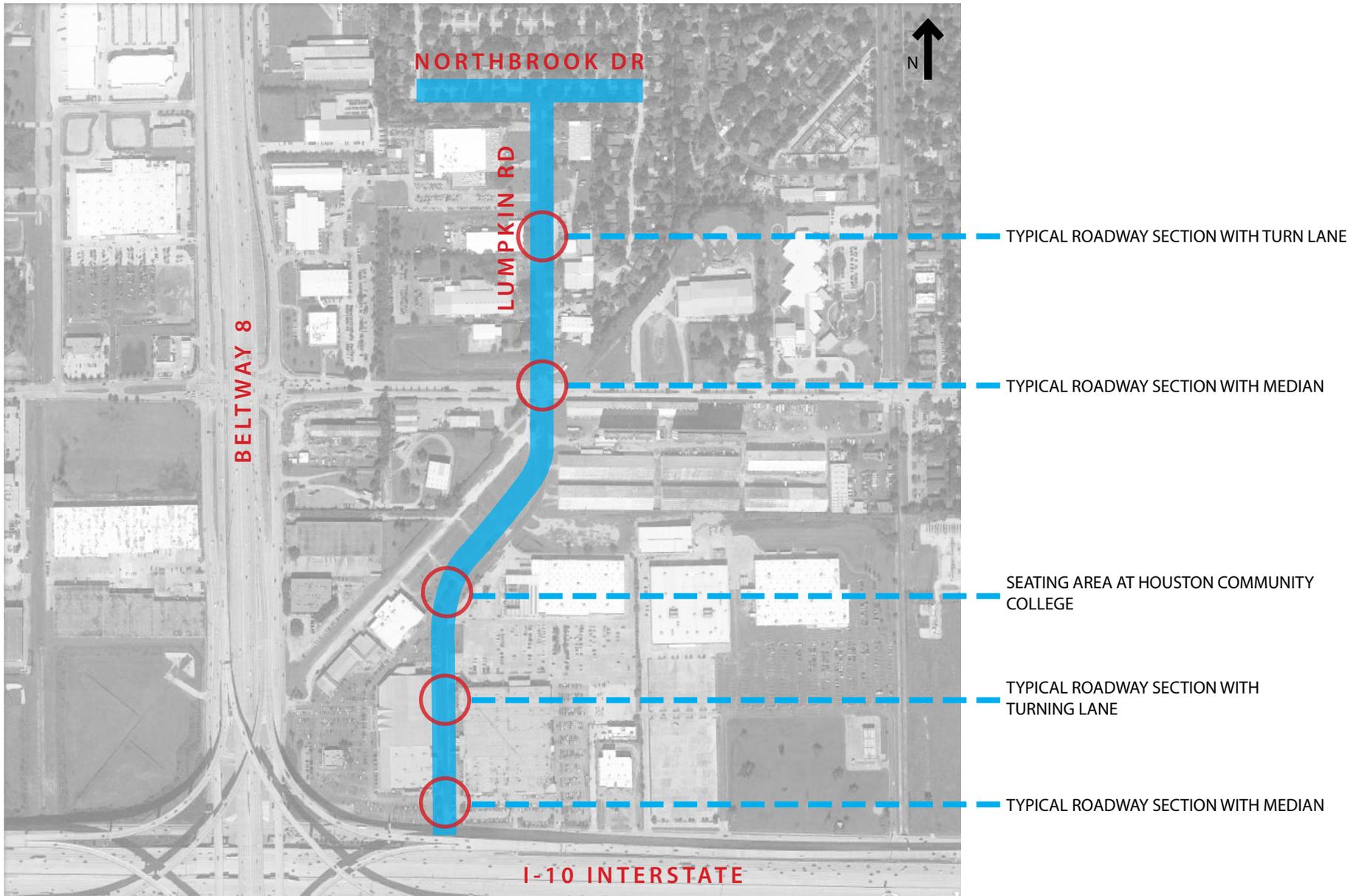
**OPTION B - MID LEVEL ILLUMINATION    \$ 413,555    0.048**

Pedestrian lighting on west side of Lumpkin only from I-10 to Northbrook on a **65'** spacing.

**OPTION C - LOW LEVEL ILLUMINATION    \$ 337,050    0.039**

Pedestrian lighting on west side of Lumpkin only from I-10 to **Westview** on a 65' spacing.

*Note: See attached exhibit showing Options A - C for the lighting.*



HCC/  
Condition  
Varies

OPTION 1

WEST

LOW FLOWERING TREE

HCC  
GATHERING AREA

SIDEWALK

ADOPT-AN-ESPLANADE

SIDEWALK

65 GAL

6000 SF  
VEGETATION  
BUFFER

Home  
Depot/  
Condition  
Varies

High-level Amenities

EAST

HCC/  
Condition  
Varies

OPTION 2

WEST

LOW FLOWERING TREE

HCC  
GATHERING AREA

SIDEWALK

ADOPT-AN-ESPLANADE

SIDEWALK

65 GAL

2000 SF  
VEGETATION  
BUFFER

Home  
Depot/  
Condition  
Varies

Mid-level Amenities

EAST

HCC/  
Condition  
Varies

OPTION 3

WEST

LOW FLOWERING TREE

HCC  
GATHERING AREA

SIDEWALK

ADOPT-AN-ESPLANADE

SIDEWALK

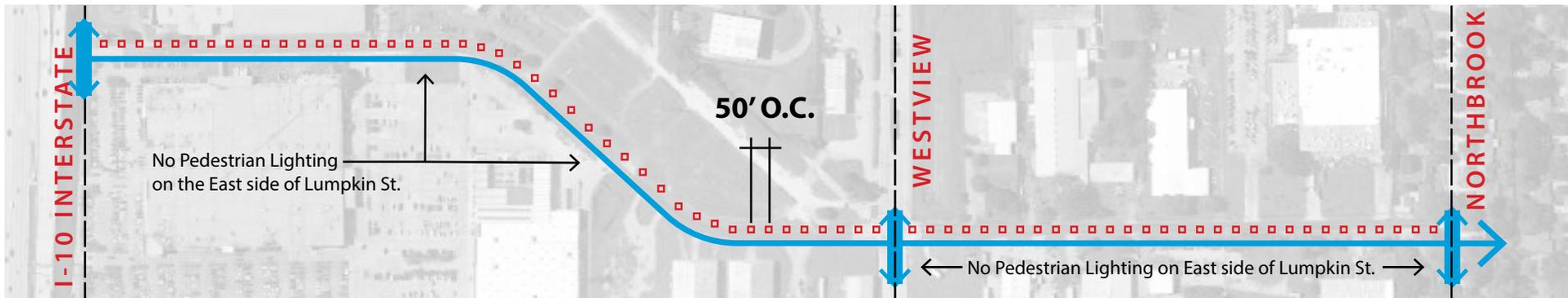
45 GAL

NO BUFFER

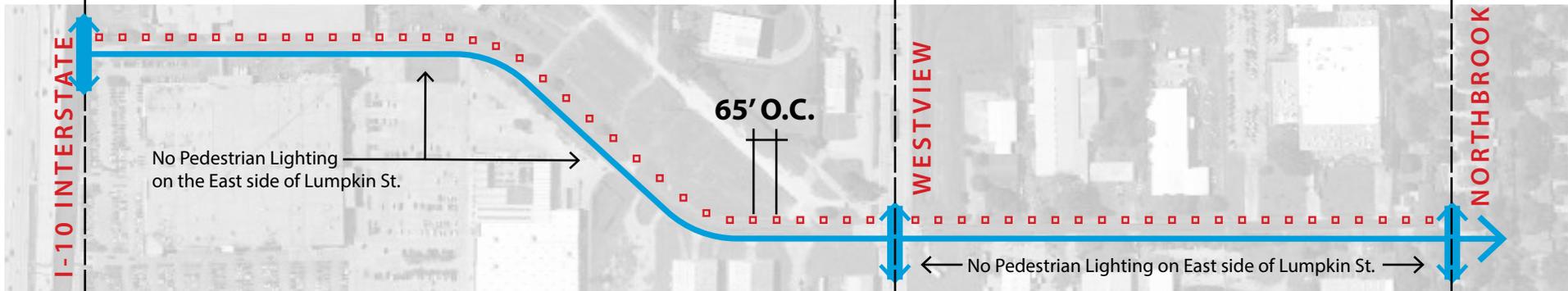
Home  
Depot/  
Condition  
Varies

Low-level Amenities

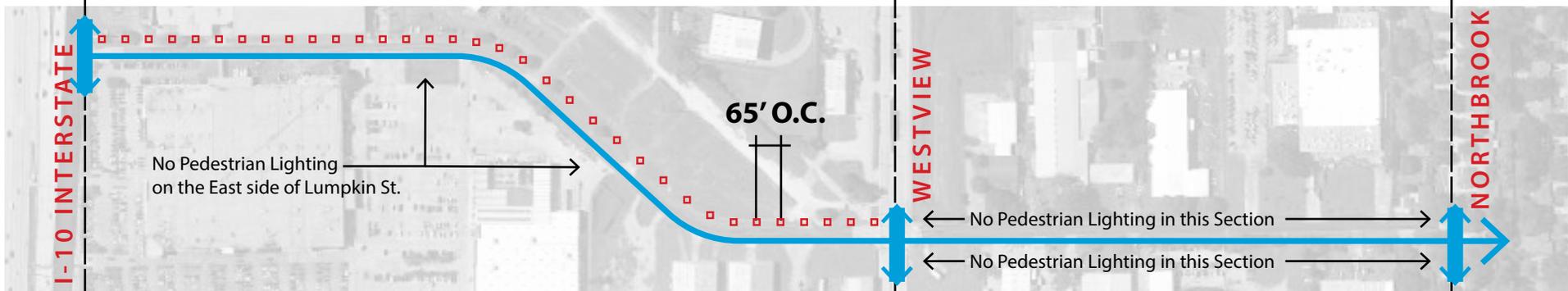
EAST



OPTION **A** High-Level Illumination



OPTION **B** Mid-Level Illumination



OPTION **C** Low-level Illumination

28 January, 2014

**WORK ORDER #4**

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

Subject: Professional Design Services for Lumpkin Road Enhancements -  
Detailed Design + Bidding Phase Services  
(SWA Job# RHTs401)

Dear Mr. Huml:

SWA is pleased to submit this proposal for professional services which includes the preparation of detailed design drawings for constructing the landscape amenity portions of the Lumpkin Road Improvements (the "Project") within the right-of-way and public access easement between Interstate 10 Frontage Road and Northbrook Road. This Agreement is between Memorial City Redevelopment Authority (Client), and the Houston office of SWA Group (SWA) in reference to the Project located in Houston, Harris County, Texas.

**I. SCOPE OF SERVICES**

Building upon prior, conceptual design services conducted by SWA for the Lumpkin Road Improvements from Interstate 10 Frontage to Westview Drive, the following key components constitute the landscape amenity portion of the Project:

- street trees
- irrigation
- sidewalk accent paving
- student seating area with benches, trash can, bike rack, planting and irrigation
- esplanade planting and irrigation at I-10 and Westview (south side and north side of intersection)
- pedestrian lighting
- METRO transit shelter at Westview

SWA will perform the following professional services for this portion of the Project:

## **A. Preliminary Design**

1. Review comments and direction received from the Board of Directors for the Zone at its 28 January 2014 meeting. Accordingly, make necessary adjustments to the conceptual design including scope and costs.
2. Develop sheet layout and related details to mobilize the sub-consultants for irrigation and power.
3. Prepare application for and coordinate Adopt-An-Esplanade with City of Houston.

### **Deliverables**

- Input to Final Design.
- Adopt-An-Esplanade application (2) / coordination.
- Two (2) in-person coordination meetings: one with Client and one with the engineer.
- Maximum of one (1) round of revisions.

## **B. Final Design**

1. Prepare final design documents for constructing the proposed project amenities.
2. Prepare a 90% and 100% submittal of the final design documents.
3. Prepare the application for the Adopt-An-Esplanade for the I-10 / Lumpkin esplanade and the Lumpkin / Westview Esplanade. The esplanades north of Westview will be handled by others or will be paved and not planted, as decided by the Client.
4. Prepare technical sections of specifications in Construction Specifications Institute (CSI) Master Format to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation. Specifications will conform the City of Houston's requirements.
5. Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.
6. SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the design development estimate of probable construction cost accepted by Client at the end of the design phase.
7. Prepare a final cost estimation at the 90% submittal. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to Client.
8. Complete Adopt-An-Esplanade procedures for approval of the three (3) esplanades.

### **Deliverables**

- 90% plan set of construction documents.
- Technical Specifications in CSI Master Format, which will conform to the City of Houston's requirements.
- 100% plan set of construction documents.
- Final Estimate of Project Cost.
- Adopt-An-Esplanade approval.
- One electronic copy and one hard copy of the plan set and technical specifications.
- Two (2) in-person coordination meetings: one with Client and one with the engineer.
- Maximum of one (1) round of revisions.

### **Sub-Consultants**

SWA will retain the services of an electrical engineer for powering the pedestrian lights and bus shelter, a structural engineer for light pole and bus stop foundations and of an irrigation consultant for the irrigation for the planting. Said services are included in the Scope of Services and fees.

### **C. Bidding Phase**

SWA and its sub-consultants shall respond to questions from prospective bidders on the landscape portion of the Project, prepare addenda during the bidding period and assist Client and Client's Engineer in reviewing bids received by the Client.

## **II. DEVELOPMENT BUDGETS**

- A. Based upon the current level of information on the project, and our understanding of the present concept, we estimate that the approximate budget for construction of items under the above scope of services may range between \$600,000. - \$900,000. The fee range quoted in this proposal is based upon our understanding of the present concept and this budgetary figure.
- B. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the landscape concept phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.

## **III. DESIGN APPROVAL**

Mr. Don Huml, Executive Director, Memorial City Redevelopment Authority, has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Mr. Huml is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

#### **IV. MEETINGS AND SITE VISITS**

This proposal includes Professional Service time for up to four meetings for coordination with Client, agencies, consultants or Owner and scheduled approximately as follows:

Preliminary Design Phase	2 meetings
Final Design Phase	2 meeting
Pre-Bid	1 meeting

(Additional meetings shall be billed as Additional Services).

#### **V. SCHEDULE**

The scope of services will be complete within forty-five (45) to sixty (60) days. If the schedule exceeds ninety days for reasons beyond SWA's control, work performed thereafter will be an additional service.

#### **VI. EXCLUSIONS TO SCOPE OF SERVICES**

Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary surveys.
- B. Legal descriptions of property.
- C. Soils testing and/or engineering.
- D. Existing site engineering and utility base information.
- E. Overhead aerial photographs at controlled scale.
- F. Engineering other than that provided within the Scope of Services.
- G. Permitting services.
- H. Permit and application fees, including but not limited to Adopt-An-Esplanade and TDLR.
- I. Additional Adopt-An-Esplanade application for esplanade at Northwood.
- J. Construction Phase services.

**VII. FEES**

Professional Services for SWA shall be a fixed fee of \$72,450. of which \$41,450 will be sub-contracted. SWA will provide the scope of services without further written authorization. SWA's fees are estimated in the following fee breakdown by phase:

<b>Task</b>	<b>Fee</b>
Preliminary Design	\$ 18,850.
Final Design	\$49,350.
Bidding	<u>\$ 4,250.</u>
<b>Fee Total</b>	<b>\$72,450.</b>

Reimbursable expenses shall be included in the fees stated above for local travel and copying / reproduction in the indicated quantities. SWA will provide one (1) electronic copy and one (1) mylar copy of the final documents for constructing the landscape portion of the project. Additional printing will be provided as an additional service and billed as a reimbursable expense.

**VII. TERMS**

Terms and conditions of service shall be in accordance with the Service Agreement by and between the Authority and SWA dated August 27, 2013.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP

James Vick, AIA  
Principal

ACCEPTED BY:

Memorial City Redevelopment Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

City of Houston

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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End



# HUNT & HUNT ENGINEERING CORP.

January 15, 2014

Mr. James Vick, AIA  
SWA Group  
1245 West 18<sup>th</sup> Street  
Houston, Texas 77008-3342

Reference: TIRZ 17  
Lumpkin Road Enhancements  
From IH-10 to Northbrook Drive

Subject: Proposal for Electrical and Structural Design Services

Dear Mr. Vick:

Pursuant to your request, I have prepared the following proposal to assist SWA Group (SWA) with the design phase services for the referenced project. It is my understanding that the project will include approximately 3,500 linear feet of roadway improvements and will include pedestrian lighting, power for irrigation controllers and a METRO bus shelter. Proposed light fixtures will be a BEGA 8145MH fixture, which is the Memorial City Area Standard. Fixtures will be placed along the west right-of-way Lumpkin Road from the IH-10 feeder to Northbrook Drive and will be placed on approximately 50' centers. Structural engineering will be provided for the pedestrian light pole and bus shelter foundations. SWA will provide overall project coordination and base drawings for the electrical and structural design. Our scope of work will include the following:

## **PROJECT SCOPE:**

Our project scope will include detailed electrical and structural engineering design to develop construction documents for pedestrian lighting along Lumpkin Road and a bus shelter on the southwest corner of Lumpkin Road and Westview Drive. Detailed drawings will include plans, conduit routing and details required for CenterPoint Energy approval and City of Houston permitting. Our base scope of services will include coordinating design activities with CenterPoint Energy.

## **DESIGN SERVICES:**

1. Design Phase Services will include:
  - A. Review existing documents and conduct preliminary field investigations.
  - B. Establish the general character of all principal features of the electrical system and foundations.

- C. Participate in conferences with Engineer/Landscape Architect/Owner (Owner's Representative) and other interested parties as required to finalize preliminary planning of the project.
- D. Prepare contract drawings for the electrical system and foundations, based upon the approved scope of work.
- E. Provide 90% & 100% Submittal for review and Final Documents.
- F. Detailed technical specifications will be provided on the contract drawings.
- 2. Bid and Approvals Phase Services will include:
  - A. Assist in preparing addenda affecting the electrical system and foundations.
  - B. Assist with City of Houston and CenterPoint Energy approvals.
- 3. Construction Administration Phase Services are excluded and will be provided as an additional service when required:
  - A. Review and evaluation of submittals and/or shop drawings related to electrical and structural components of work.
  - B. Provide one (1) on-site inspection at appropriate time to observe the progress of the executed work of the contractor and to determine, in general, if such work is proceeding in accordance with Contract Documents.
  - C. Respond to RFI's that may arise during construction and provide clarifications and interpretation of Construction Documents, as necessary.

**COMPENSATION:**

- 1. Design Services:

Our estimated lump sum fee for the services as described above is \$ 38,700.00 and will be billed as shown below:

Construction Documents	\$37,750.00
Bid Phase Services	<u>950.00</u>
Total:	\$38,700.00

- 2. Cost Basis:

The current scope definition was used as the basis of fee calculations. An increase in the scope may result in a corresponding adjustment in the proposed fee.

- 3. Reimbursable Expenses:

Reimbursable expenses will be billed at our cost.

**BILLINGS:**

Billings for services will be on a monthly basis computed using the level of completion of the design services provided. Reimbursable expenses will also be billed on a monthly basis. Invoices are due within ten (10) days of payment by Owner.

**SCOPE CHANGES:**

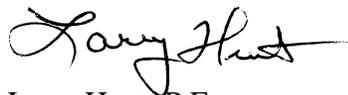
We will, without extra charge, make all revisions in the preliminary work phase necessary to conform to changes in the project scope and planning. But, after the scope has been approved and drawings substantially advanced, if changes are required from causes not within our control and which clearly involve additional work and expense; additional compensation will be required for such extra work.

**EXCLUSIONS AND CLARIFICATIONS:**

1. The following exclusions and clarifications are offered:
  - A. Design will be in accordance with applicable City of Houston Codes and any guidelines provided by the Landscape Architect/Owner.
  - B. This design does not include 120V receptacle power or landscape amenities along Lumpkin Road, other than those stated above.
  - C. This proposal assumes that the overhead electrical service along Lumpkin Road will remain.
  - D. Cable design for special sound or security and similar systems is excluded.
  - E. Owner will select the bus shelter and provide all information essential to the electrical and structural design.
  - F. All necessary geotechnical and topographic survey information will be provided by others.
  - G. This proposal does not include a hydraulic impact analysis and drainage design has been excluded.

Please advise if you have questions or require additional information. I appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,



Larry Hunt, P.E.  
President

LH/ath  
A:\SWA\_Lumpkin.pro



January 16, 2014

This is an agreement for services to be performed, upon receipt by the consultant of signed agreement, one fully executed copy will be returned to the client. Should any of the information shown herein not be in accordance with the client's understanding, the client should immediately advise the consultant.

Client:	<b>SWA Group</b>	Project:	<b>Lumpkin Road TIRZ 17</b>
		Description:	Houston, Texas
Client Address:	1245 West 18 <sup>th</sup> Street Houston, TX 77008-3342	Client's Job No.:	
Telephone:	(713) 868-1676	Attention:	Amy Harbert
Facsimile:	(713) 868-7409	E-mail address:	<a href="mailto:aharbert@swagroup.com">aharbert@swagroup.com</a>

The client and the consultant for mutual consideration herein set forth, and agree as follows:

A. Consultant agrees to perform the following services:

Provide irrigation consulting and design services for the above referenced project. The project is the design of a landscape irrigation system for streetscape planting in Houston, Texas. The project shall be designed using AutoCAD drafting software on no more than two (2) sheets of drawings at 1" = 20' scale. The client shall provide all digital base information including base sheets, planting plans, grading plans, utility plans and title blocks with planting sheet set-ups. The client shall provide an e-transmit of the AutoCAD drawings so as to include all required x-reference drawings, image files and plotting ctb files. Additional submittals (other than direct municipal agency irrigation plan check revisions) and other design phases (design development, schematic design, permitting sets, etc.) are excluded from this scope of work and fee proposal.

This scope of work and fees is based on a preliminary site plan provided by the client on January 13, 2014 via email. The fee assumes that there are no "over structure" planting areas or green roofs to be irrigated in the scope of work. The fee also assumes that there will not be any pump station design required for the project. The scope of work shall be defined as the following:

**Construction Documents** - The consultant shall provide complete drip and overhead spray irrigation construction drawings including plans, notes, materials legends, installation details, water pressure calculations, peak irrigation run time calculations and specifications. The irrigation drawings shall be in compliance with the local agency's irrigation standards and focus on the efficient use of water by the landscape proposed for the project. The fee assumes that there will be one (1) substantial submittal (90%) and one (1) final submittal (100%) of the construction document irrigation drawings. The irrigation deliverables shall include AutoCAD drawing files (using AutoCAD e-transmit), PDF plots of the drawings and specifications in book form as a Word document in CSI format.

**Revision Allowance** - The consultant shall revise the irrigation drawings as necessary (due to base changes or planting plan revisions) and re-plot submitted drawings (due to title block updates, base updates, etc.) as requested and bill hourly against the provided revision allowance. If substantial revisions are required, beyond what can be covered with the revisions allowance, the consultant reserves the right to negotiate a fee for the revisions.

**Construction Administration** - The consultant shall provide construction administration services in the form of the review and written comments on contractor materials submittals and answering RFIs.

B. Client agrees to compensate the consultant as follows:

<b>Construction Documents:</b>	<b>\$ 2,450.00</b>	Two thousand four hundred fifty dollars
<b>Construction Administration:</b>	<b>\$ 700.00</b>	Seven hundred dollars
<b>Revision Allowance:</b>	<b>\$ 300.00</b>	Three hundred dollars <b>(Optional)</b>

Payment terms: net 30 days.

**Worldwide**  
[www.sweeneyassoc.com](http://www.sweeneyassoc.com)  
**Texas**  
 3000 Joe DiMaggio Blvd.  
 Building 1700 - Suite 61  
 Round Rock, Texas 78665  
 512.306.9350 p • 512.306.9035 f  
**Florida**  
 110 East Broward Blvd.  
 17<sup>th</sup> Floor  
 Fort Lauderdale, Florida 33301  
 954.763.7243 p • 954.828.1362 f  
**California**  
 321 Rampart Street  
 Suite 209  
 Orange, California 92668  
 714.938.0456 p • 714.938.0456 f  
**Offices:**  
**Main Office - California**  
 38730 Sky Canyon Drive  
 Suite C  
 Murrieta, California 92563  
 951.461.6830 p • 951.461.6850 f



C. Hourly rates as follows: Principal - \$130.00 per hour, Irrigation Designer - \$85.00 per hour  
 Project Manager - \$110.00 per hour AutoCAD Draftsperson - \$65.00 per hour

D. Conceptual design plans, design development plans, schematic design plans, master meter plans, revisions (other than direct municipal agency irrigation plan check and over the amount of the revision allowance); over structure designs; green roof designs; pump station designs; meetings with the client, city or owner; construction observations; water auditing services; and irrigation schedules are not included in this scope of work and fee proposal and will not be provided. If these services are requested by the client, the consultant shall prepare a fee proposal for said services and proceed with the work only after written acceptance of the fee proposal. This scope and fee proposal does not include the design of water storage tanks, rain harvesting systems or other alternative water systems, or pump stations. The scope and fees specifically exclude the design of infrastructure components.

The consultant reserves the right to revise this proposal to accommodate the time and expense of the project design package being prepared on additional drawing sheets (not counting legends, details and calculation sheets) above what is described above in part A. It is the client's responsibility to provide all necessary digital base information files, as described above in Part A, prior to the submittal of the irrigation drawings. The client shall provide all required title block information required for the submittal prior to the submittal of the drawings. Any additional plotting of the drawings based on the client's failure to provide this information prior to the submittal, or simply due to changes in the required information, shall be billed as revision time against the revision allowance.

E. Consultant shall maintain in force insurance in the following amounts: \$2,000,000 – General Liability; \$2,000,000 - Professional Liability; \$1,000,000 Commercial Automobile; and Worker’s Compensation in the amounts required by state law. Each party agrees to indemnify, defend and hold the other free and harmless from and against any and all losses, claims, demands, damages or judgments of or in favor of any third party arising from any act by, or negligence of, the indemnitor or its officers, agents or employees while engaged in the performance of this contract or while in or about the premises for any reason connected in any way with the performance of this contract.

In witness whereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated.

**SWA Group**

**Sweeney & Associates, Inc.**

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

By: \_\_\_\_\_  
 Name: Ted Kochanek LI# 20439  
 Title: Principal  
 Date: 1/16/14

Irrigation in Texas is regulated by the Texas Commission on Environmental Quality  
 Landscape Irrigation Program, MC-178, P.O. Box 13087, Austin, Texas 78711-3087  
 TCEQ's web site is: <http://www.tceq.state.tx.us/>

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 Murrieta, California 92563  
 951.461.6830 p • 951.461.6850 f



## **Memorandum of Understanding Westview Road Detention Basin Maintenance**

The Memorial City Redevelopment Authority ("MCRA") intends to improve the existing City of Houston ("City") owned detention basin located at the northwest corner of Westview Drive and Lumpkin Road (referred to as the Westview Detention Basin). This Memorandum of Understanding (MOU) summarizes the City's agreement for the key components of the planned basin improvements and the responsibility of both the MCRA and the City of Houston Public Works and Engineering Department ("PWE") pertaining to the planned improvements.

### **Background**

Proposed improvements to the basin include deepening of the basin to add storage volume and modifying the outfall structure to maximize the effectiveness of the facility. The existing 10 foot deep basin is approximately 16 acre-feet in detention volume with natural vegetation on the 3:1 side slopes, concrete pilot channels along the basin bottom, and a 36" inflow/outflow pipe connecting the basin to the Lumpkin storms sewer system.

### **Proposed Improvements**

The basin will be excavated to an elevation of approximately 66.5 feet and have a total detention volume of approximately 31.4 acre-feet. The additional volume will be accomplished by:

1. Reconstructing the main body of the basin to allow a slope of 3:1 to be projected down to the proposed elevation.
2. Concrete pilot channels will be reconstructed per the approved basin reconstruction plans.
3. The panhandle of the basin will consist of concrete block retaining walls with a 1:7 slope.
4. Safety considerations for the retaining wall will include a 12-inch high concrete curbing, and safety railing along the walled perimeter.
5. A 30-foot wide access berm will be maintained around the entire perimeter of the basin with a graded sloped earthen ramp from the top bank to the toe of the main body of the basin to allow safe access for maintenance equipment.
6. The basin's perimeter fence will be reconstructed to meet current City safety standards.

The City will maintain all property interests, such as fee title, easements, and improvements, within and along the basin that are necessary or desirable for the construction, and operation of the basin.

### **Detention Basin Maintenance Terms**

The Proposed MOU includes the following terms concerning re-construction/modifications to the existing basin property:

- 1) PWE will review and approve final detention basin modification plans as part of the Lumpkin Road Reconstruction Project.

- 2) MCRA will maintain the Westview Detention Basin upon Notice to Proceed for construction of the Lumpkin Road Reconstruction Project WBS No. N-T17000-0012-3 and for two years after Final Completion and acceptance by PWE.
- 3) At the expiration of the initial two (2) year period, PWE will resume all maintenance and costs of the improved Westview Detention Basin.

MCRA will maintain the basin in a manner so as not to constitute a nuisance under City of Houston ordinances. Maintenance will include:

- a. Regular deep watering of area until there are definite signs turf and vegetation have been established.
- b. Application of top dress fertilizer after placement of sod, as needed to maintain healthy turf.
- c. Provide weeding and weed control as required at each visit.
- d. Mowing of site consistent with similar properties owned and maintained by MCRA.

#### Cost For Improvements

The MCRA is responsible for funding the design, construction, and construction management services of the proposed basin improvements.

On behalf of PWE:



Michael Hogan, P.E.  
Assistant Director  
Street and Drainage Division  
Public Works and Engineering  
City of Houston

Date: 12/18/2013

Acknowledged on behalf of the MCRA:



Ann Givens  
Chairperson, MCRA Board

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

RIGHT OF ENTRY AND MAINTENANCE AGREEMENT  
BETWEEN  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
AND  
HOUSTON COMMUNITY COLLEGE

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

This Right of Entry and Maintenance Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between Memorial City Redevelopment Authority (the "Authority"), a not for profit local government corporation, and Houston Community College (the "College"), a \_\_\_\_\_.

RECITALS

**WHEREAS**, the Authority desires to acquire from the College a right of entry for construction purposes, over, upon, and across that certain property (the "Property") being situated in the County of Harris, State of Texas, as more particularly shown on **Exhibit A**, which is attached hereto and made a part hereof, in furtherance of the Authority's construction and installation of certain improvements (the "Improvements") more particularly shown on **Exhibit B**; and

**WHEREAS**, it is mutually agreeable to the Authority and the College, that the Authority and/or its designated agents and construction contractors, shall have the right to enter upon the aforesaid Property for the above-stated purpose;

**WHEREAS**, the Board of Directors of the Authority and of the College each hereby finds that the Improvements, including certain landscaping, hardscaping and access improvements, are necessary and desirable to enhance the beneficial use of the Property for public recreational and access purposes;

**WHEREAS**, the Authority and College have agreed that the College shall operate and maintain the Property, including any and all improvements thereto, including the Improvements, as set forth herein.

AGREEMENT

Now therefore, for and in consideration of the mutual promises, covenants, benefits, and obligations herein set forth, the Authority and the College hereby agree and contract as follows:

Section 1. Construction of Improvements. The College hereby grants the Authority, and/or any of its designated agents and construction contractors, the right enter onto, over and across the Property to construct and install, at the Authority's sole expense, the landscaping, hardscaping and other access improvements more fully identified on **Exhibit B** attached hereto (the "Improvements"). The Authority shall be solely responsible for entering into and administering the contract for construction of the Improvements. Upon completion of the Improvements, the College will assume responsibility for operation and maintenance of the Improvements and the Property as described herein.

Section 2. Conveyance of Easement. The College agrees to execute a public easement in favor of the City of Houston, Texas, over the Property, the form and substance of which are acceptable to the City of Houston, Texas.

Section 3. Maintenance. Upon completion of construction of the Improvements, the College shall have the right, responsibility and obligation for the operation and maintenance of the Improvements and shall manage the grounds-keeping and landscaping maintenance needed on the Property. The Property shall remain open to the public. The scope of the College's operation and maintenance responsibilities include the following:

- a. operating and maintaining the Improvements in good repair and in a safe manner;
- b. maintaining, replacing and repairing any hardscaping, lighting, landscaping, trees or irrigation on the Property;
- c. mowing, cleaning, and other work needed to maintain and control vegetation and/or landscaping in and around the Property to Houston area community standards; and
- d. any other maintenance, repairs, improvements or other work the College, in its sole discretion, deems necessary to maintain the Property and Improvements in a safe and productive manner.

It is specifically agreed that neither the Authority, nor the City of Houston, Texas, will have no responsibility for the condition, operation, maintenance, repair or replacement of any of the 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. 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, the addresses of the parties shall, unless changed in writing, be as shown on the signature page of this Agreement. 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 15 days written notice to the other party.

Section 5. Contractor Insurance. The Authority will require any contractor obtaining access to Property by and through this Agreement to 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

All required 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 Grantor.

Section 6: College Insurance. The College shall, at its sole expense, secure and keep current comprehensive general liability insurance coverage relating to the use of the Property and the Improvements in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence.

Section 7: INDEMNIFICATION. UPON COMPLETION OF CONSTRUCTION OF THE IMPROVEMENTS, THE COLLEGE AGREES TO FULLY AND COMPLETELY INDEMNIFY AND HOLD THE AUTHORITY AND THE CITY OF HOUSTON, TEXAS, HARMLESS FROM EVERY CLAIM, ACTUAL LOSS, DAMAGE, INJURY, COST, EXPENSE, JUDGMENT, OR LIABILITY SUSTAINED OR INCURRED BY OR BROUGHT AGAINST THE AUTHORITY, OF EVERY KIND OR CHARACTER WHATSOEVER, IN CONTRACT, TORT, OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES, FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR ECONOMIC LOSS IN CONNECTION WITH THE CONSTRUCTION OF THE IMPROVEMENTS OR IN CONNECTION WITH THIS MAINTENANCE AGREEMENT. THIS INDEMNITY IS INTENDED TO INCLUDE AND COVER, WITHOUT LIMITATION, ANY ACT, OMISSION, NEGLIGENCE OR GROSS NEGLIGENCE OF THE AUTHORITY, THE COLLEGE, AND/OR ANY OF THEIR AGENTS OR EMPLOYEES.

Section 8: 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.

Section 9: Assignment. This Agreement is not assignable by any party hereto except with the prior written consent of the other party.

Section 10: Modification. Except as provided in this Agreement, this Agreement shall be subject to change or modification only with the written mutual consent of the parties hereto.

Section 11: Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein.

Section 12: Term and Effect of Termination. This Agreement shall be in force for a period of 5 years beginning upon the effective date of set forth above in this Agreement. The term of this Agreement shall be automatically renewed for additional 1 year terms thereafter unless either party shall give written notice of termination to the other party at least 30 days prior to the termination of the initial term or any renewal term. Upon termination of this agreement, the College shall be responsible, at its sole expense, for operation and maintenance of the Property and Improvements. Section 7 shall survive termination.

Section 13: 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 14: Injunction. In addition to any other available remedies, the parties hereto shall have the right to injunctive relief in the event a party hereto violates any term of this Agreement.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above.

MEMORIAL CITY REDEVELOPMENT  
AUTHORITY

---

Chairman, Board of Directors

ATTEST:

---

Secretary, Board of Directors

Address: c/o Allen, Boone & Humphries, LLP  
3200 Southwest Freeway, 26th Floor  
Houston, Texas 77027

HOUSTON COMMUNITY COLLEGE

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Exhibit A  
The Property

Exhibit B

The Improvements



January 30, 2014

Mr. Muhammad M. Ali, P.E.  
Project Manager  
Lockwood, Andrews & Newman, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042

Subject: Proposal to Perform Limited Phase II Environmental Site Assessment  
Lumpkin Road Extension and Westview Detention Pond  
WBS No. N-T17000-0012-3  
AEC Proposal No. E13-04-01

Dear Mr. Ali:

In response to your request, Aviles Engineering Corporation (AEC) is pleased to submit this proposal to **Lockwood, Andrews & Newman, Inc. (LAN)** to perform a limited Phase II Environmental Site Assessment (ESA II) for the Lumpkin Road Extension from Westview Drive to Northbrook Street and Westview Detention Pond in western Houston, Texas (refer to Figure 1). According to information supplied to AEC by LAN, Lumpkin Road in that area will be reconstructed, the water and sewer lines will be replaced and the detention pond on the northwestern corner of Westview Drive and Lumpkin will be enlarged (refer to Figure 2). It is assumed that the project construction will be limited to existing Lumpkin Road right-of-way, the utility rights-of-way, and the detention pond area (referred to herein as Subject Right-of-Way).

AEC performed a Phase I Environmental Site Assessment of the Subject Right-of-Way (refer to ESA I report dated November 6, 2013). The ESA I identified the groundwater contaminated with volatile organic compounds at Pro Serv Production Technology Services, Gilmore Facility at 1231 Lumpkin Road as a recognized environmental condition (REC) in connection with the Subject Right-of-Way (refer to Figure 2). The REC adjoins the north side of the detention pond and the west side of Lumpkin Road north of Westview Drive.

The ESA I recommended that limited ESA-II investigations be conducted with the installation of three soil borings on the north side of the detention pond and two soil borings on the Subject Right-of-Way (along the Lumpkin Road Right-of-Way) east of the Pro Serv Production Technology Services, Gilmore Facility. One of the borings will be converted to a temporary water well if groundwater is encountered. In a telephone conversation on January 21, 2014, Mr. Ali of LAN approved the addition of three optional borings on the south side of the detention pond and one optional boring on the Lumpkin Road right-of-way should any of the original five borings exhibit contaminated soil and/or groundwater.

5790 Windfern • Houston, Texas 77041 • Phone (713) 895-7645 • Fax (713) 895-7943



## SCOPE OF WORK

The limited ESA-II investigation will be conducted in general accordance with Section 11.26 of Chapter 11 – Geotechnical and Environmental Requirements (07-01-2011), City of Houston Department of Public Works and Engineering Design Manual. Section 11.28 contains procedures for conducting a limited ESA II. During the ESA-II investigation, the soil borings to be drilled in the Lumpkin Road Subject Right-of-Way will be located as close to the planned water line alignment as possible in the general area adjacent to the **REC**. The borings proposed for the detention pond will be installed on top of the flat berm on the north side, and if needed the south side of the detention pond. Traffic control with a police officer is needed and the City of Houston permits restrict drilling activity in the street to between 9AM and 4PM daily at each location in the Lumpkin Road right-of-way.

Table 1 on the next page identifies the proposed soil borings and the total depths of each to be conducted in the Subject Right-of-Way in the area adjoining the **REC** location. Attached Figures 2 through 4 shows the approximate boring locations which will be drilled. Figures 2, 5, and 6 show the locations of the optional borings which may be drilled. The specific location of each of the soil borings will be based on professional judgment considering on-site conditions. The depth of drilling of the each of the soil borings on the berm of the detention pond are proposed to be 24 feet deep (19 feet depth of deepened pond bottom plus 5 feet below excavation depth as required in the City of Houston Department of Public Works and Engineering Design Manual Section 11.28). The depth of the each of the proposed borings to be drilled on the Lumpkin Road Right-of-Way will be either 23 or 24 feet below the pavement surface, depending on the location (equal to the excavation depths of utility lines plus 5 feet).

Street pavement will be cored at three locations; grass cover is located at the other six locations. A hydraulically-driven GeoProbe direct-push soil borer will be used to obtain a soil core from each boring. The total depth of each boring will be measured from the top of the pavement surface or ground surface if no pavement is present. The soil core from each boring will be collected via multiple pushes in four-foot long acetate liners within the direct-push borer. Each push sample recovered will be logged, observed for signs of contamination, and field screened every foot for hydrocarbon vapors using a photoionization detector (PID). One soil sample of the entire core from each boring will be collected for laboratory analysis from the interval exhibiting the highest PID reading. If the PID readings in the soil core are non-detect or represent background readings the sample from the core will be collected from directly above the water table. If no saturated zone exists, then a sample will be collected from the bottom of the boring. Each soil sample will be placed into a separate clean, laboratory-provided sample container, labeled with the date and time of sample collection, the boring number and sample depth, the requested analyses, and the initials of the sample collector. If the PID readings in any of the soil cores are greater than background readings, then the some or all of the optional soil borings will be drilled.



**TABLE 1 – REC and Soil Boring and Sampling Well Locations**

<b>REC Location</b>	<b>Soil Boring/Sampling Well, Approximate Locations</b>	<b>Maximum Depth of Excavation* feet bps/bgs**</b>	<b>Depth of Boring, feet bps/bgs</b>	<b>Samples</b>
1. 1231 Lumpkin Road Refer to Figure 2	<p><b>B-1:</b> On the north side of the detention pond near the northwest corner.</p> <p><b>B-2:</b> On the north side of the detention pond approximately 250 feet east of B-1.</p> <p><b>B-3:</b> On the north side of the detention pond approximately 250 feet east of B-2.</p> <p><b>B-4:</b> Southeast corner of 1231 Lumpkin Property on the west side of Lumpkin Road.</p> <p><b>B-5:</b> On west side of Lumpkin Road approximately 225 feet north of B-4.</p> <p><b>B-6 Optional:</b> On the south side of the detention pond near the southwest corner.</p> <p><b>B-7 Optional:</b> On the south side of the detention pond approximately at midpoint.</p> <p><b>B-8 Optional:</b> On the south side of the detention pond near the southeast corner.</p> <p><b>B-9 Optional:</b> On the west side of Lumpkin Road approximately 225 feet north of B-5.</p>	<p><b>B-1:</b> 19</p> <p><b>B-2:</b> 19</p> <p><b>B-3:</b> 19</p> <p><b>B-4:</b> 19</p> <p><b>B-5:</b> 19</p> <p><b>B-6 Optional:</b> 19</p> <p><b>B-7 Optional:</b> 19</p> <p><b>B-8 Optional:</b> 19</p> <p><b>B-9 Optional:</b> 18</p>	<p><b>B-1:</b> 24</p> <p><b>B-2:</b> 24</p> <p><b>B-3:</b> 24</p> <p><b>B-4:</b> 24</p> <p><b>B-5:</b> 24</p> <p><b>B-6 Optional:</b> 24</p> <p><b>B-7 Optional:</b> 24</p> <p><b>B-8 Optional:</b> 24</p> <p><b>B-9 Optional:</b> 23</p>	5 soil & 2 water

\*excavation depth = invert depth plus two feet; \*\*bps = below pavement surface; bgs = below ground surface

If groundwater is encountered in one of the borings prior to reaching or at the anticipated total boring depth, one of the soil borings will be converted into a temporary groundwater sampling well in order to collect a groundwater sample for analysis. A new 1-inch PVC pipe with a slotted section in the water-bearing zone will be installed as a temporary well casing to the full depth of the boring. The groundwater level will be measured using an electronic water level probe. If the temporary well produces sufficient water, three well volumes of groundwater will be purged from the well using a hand bailer or a peristaltic pump and new plastic tubing. Once the water



table returns to its equilibrium level, a water sample will be collected. The groundwater sample will be placed into a clean, laboratory-provided sample container, labeled with the date and time of sample collection, the boring number, the requested analyses, and the initials of the sample collector.

Following collection, each soil and groundwater sample will be labeled, preserved on ice, and transferred to A&B Environmental Services, Inc. laboratory with a completed chain-of-custody form. Each soil and groundwater sample is planned to be analyzed for volatile organic compounds using analytical method SW-846 8260B and the groundwater sample is also planned to be analyzed for Reactive Cyanide & Sulfide, Corrosivity (pH), and Ignitability (collectively known as RCI). Moisture content of the soil samples will also be determined as required for the analyses. In addition, if the laboratory results of the soil and/or groundwater indicate contamination, then one soil and/or groundwater sample will be analyzed for semivolatiles using analytical method EPA 625/SW-846 8270C, total petroleum hydrocarbons using analytical method TX1005, and TCLP metals using analytical methods SW-846 1311/6010/7470 to characterize the soil for waste disposal.

It is estimated that each of the soil borings will produce 4 gallons of waste soil and each temporary well will produce 4 gallons of wastewater from sampling and equipment decontamination that will require off-site disposal. The waste soil and water will be properly containerized, labeled, transported to, and temporarily stored on AEC property. If the respective analysis reports indicate that the soil and/or the water are contaminated, the containers of contaminated waste soil and/or wastewater will be properly transported with a manifest and disposed at an appropriately licensed facility. If the waste soil is not contaminated, it will be disposed as solid waste. If the wastewater is not contaminated, it will be discharged into the sanitary sewer.

A report on the limited ESA II investigation will be prepared upon completion of the laboratory analyses. The report will include a description of the on-site investigation procedures, a dimensioned site plan detailing the location of each soil boring, a copy of the analytical laboratory report, soil boring logs, and conclusions and recommendations. Based on the limited ESA II investigation, the report will attempt to delineate the approximate area of contaminated soil. Two bound and one unbound copies of the report and a pdf file copy of the report will be submitted to **Lockwood, Andrews & Newman, Inc.**

We are prepared to commence work on this project immediately upon receiving written authorization to perform the proposed limited ESA II. The report on the limited ESA II will be submitted to you within 45 days of project authorization and notice to proceed. As shown in attached Table 2, the estimated not-to-exceed cost for the limited ESA II investigation with five soil borings/one temporary groundwater well to assess potential contamination in Lumpkin Road Extension Subject Right-of-Way and Westview Detention Pond is **\$7,074.00 assuming** that none of the soil and groundwater samples are contaminated and need to be disposed of at a licensed facility. If **contaminated and nonhazardous** soil and groundwater samples are encountered



then the estimated not-to-exceed cost will range from **\$9,154.00** to **\$12,437.00** depending on the number of borings drilled. If **contaminated and hazardous** soil and groundwater samples are encountered then the estimated not-to-exceed cost will range from **\$11,349.00** to **\$14,412.00** depending on the number of borings drilled. The above mentioned soil disposal scenarios are indicated in attached Table 2.

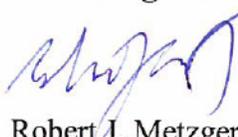
An invoice will be submitted to **Lockwood, Andrews & Newman, Inc.** upon completion of the project and remittance will be due within 30 days. The limited ESA II will be performed in accordance with the attached Environmental Services Terms and Conditions unless a specific agreement is executed between **Lockwood, Andrews & Newman, Inc.** and **AEC**. For your convenience, project authorization and notice to proceed can be initiated by completing the information on the next page, signing the authorization and mailing, emailing, or faxing it to **AEC**.

#### LIMITATIONS

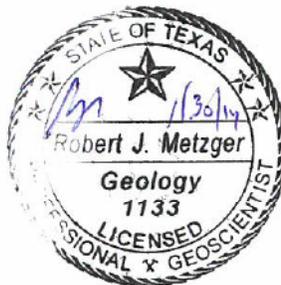
**AEC** cannot guarantee that not finding evidence of contamination means that contamination does not exist within the Subject Right-of-Way. The number and spacing of soil borings, the collection and analysis of the proposed soil and groundwater samples and the suite of analytical testing comprising this scope of services are limited by the cost and schedule constraints of the project. As a result, the goal of this investigation is to reduce, but not eliminate uncertainty regarding the presence of contaminants in the Subject Right-of-Way.

We appreciate the opportunity to perform professional environmental services for **Lockwood, Andrews & Newman, Inc.** Please contact me if you should have any comments or questions in response to this proposal.

Sincerely,  
**Aviles Engineering Corporation**

  
Robert J. Metzger, P.G.  
Senior Geologist

Attachment



Mr. Muhammad M. Ali, P.E., Lockwood, Andrews, & Newman, Inc.  
Proposal to Perform Limited Phase II Environmental Site Assessment  
Lumpkin Road Extension and Westview Detention Pond  
WBS No. N-T17000-0012-3  
January 30, 2014  
Page 6 of 6



**AUTHORIZATION and NOTICE TO PROCEED**  
**To perform a Limited ESA II of Lumpkin Road Extension and Westview Detention Pond**  
in accordance with  
the attached Terms and Conditions

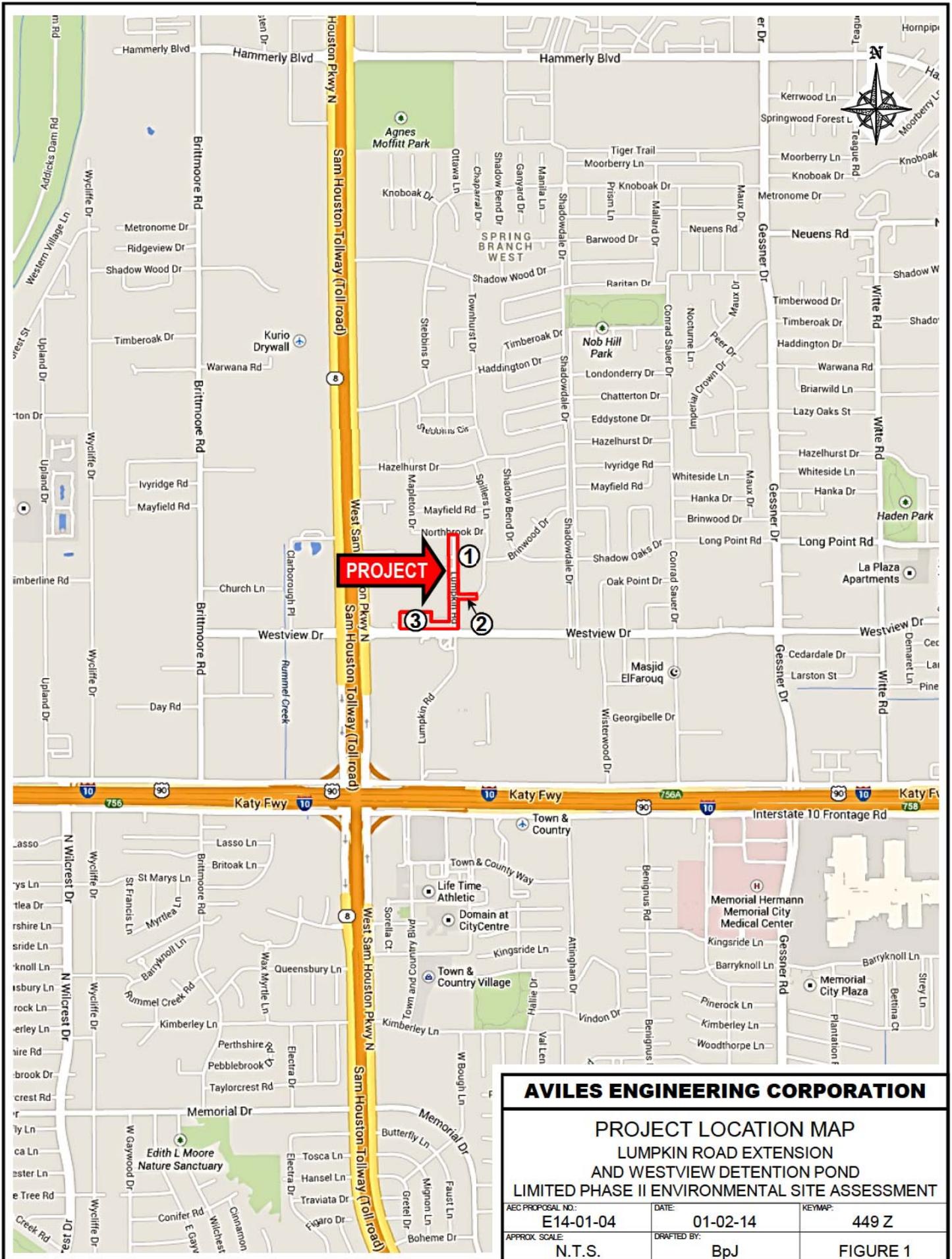
**The signature below authorizes the work described herein.**

**FOR: Lockwood, Andrews & Newman, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

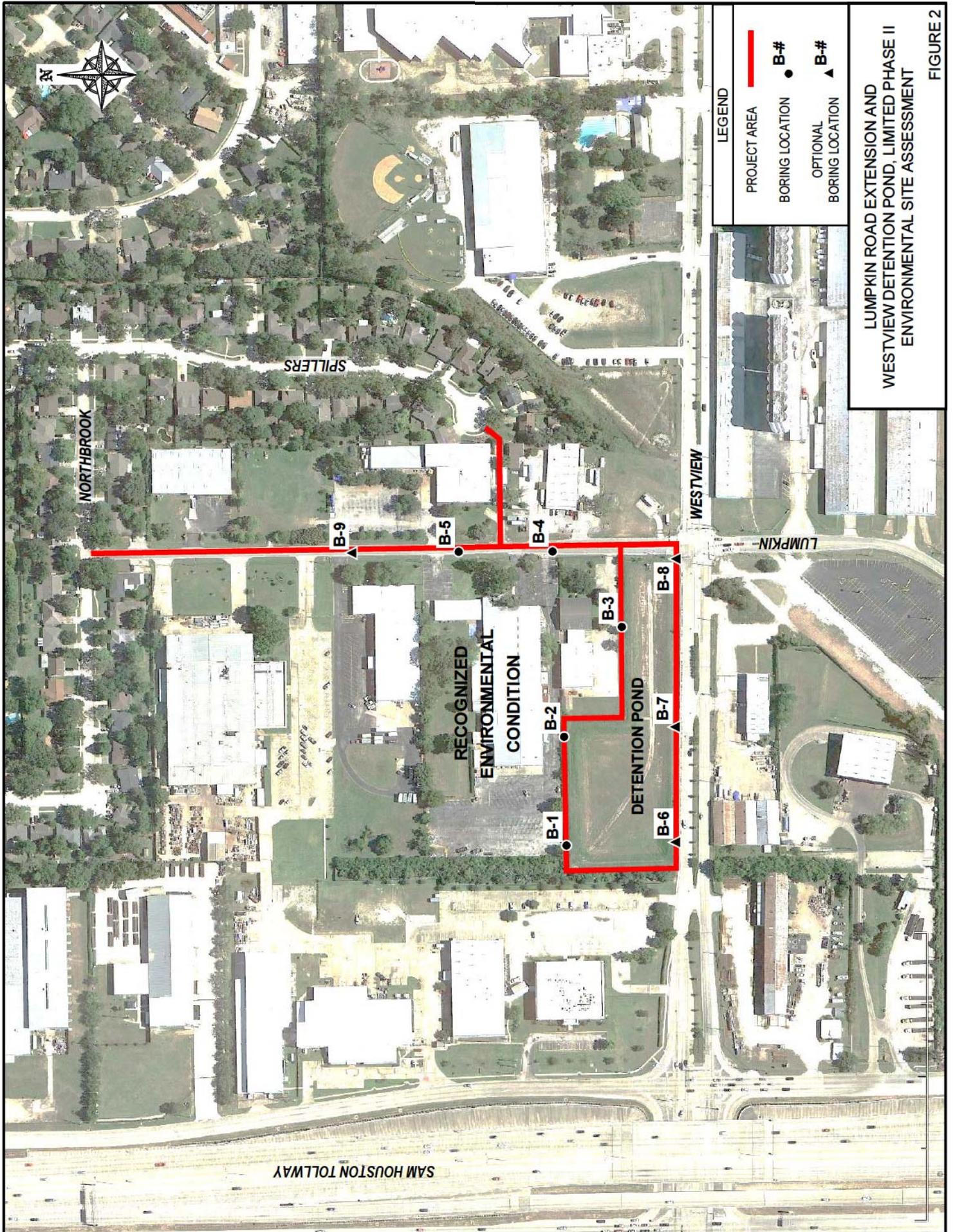
\_\_\_\_\_  
Date



**AVILES ENGINEERING CORPORATION**

**PROJECT LOCATION MAP  
LUMPKIN ROAD EXTENSION  
AND WESTVIEW DETENTION POND  
LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT**

AEC PROPOSAL NO: <b>E14-01-04</b>	DATE: <b>01-02-14</b>	KEYMAP: <b>449 Z</b>
APPROX. SCALE: <b>N.T.S.</b>	DRAFTED BY: <b>BpJ</b>	<b>FIGURE 1</b>



LUMPKIN ROAD EXTENSION AND WESTVIEW DETENTION POND, LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

FIGURE 2

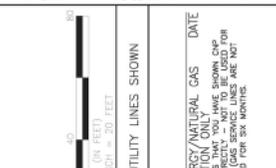
NO.	DATE	REVISIONS

**BENCHMARKS:**  
 CITY OF HOUSTON SURVEY MARKER STAMPED  
 48687710 LOCATED AT EAST SIDE OF  
 LUMPKIN RD. INTERSECTION IN MAP 4492  
 ELEV. = 82.18 FEET (NAVD 88/GEOD103)  
 T.B.M. #40 IS LOCATED EAST SIDE  
 OF LUMPKIN ROAD.  
 C.I.T.A. 28+23.59, 16.11' RT.  
 C.I.E.V. = 86.16

- NOTES:**
- ALL RCP ARE CLASS III UNLESS OTHERWISE NOTED.
  - SEE STORM SEWER LATERALS SHEETS FOR MORE INFORMATION.
  - SEE WATER & SAN SWR SHEETS FOR MORE INFORMATION.
  - PROPOSED HGL CALCULATED FOR POST-PROJECT CONDITIONS USING TPCORP'S SD.
  - ALL EXISTING STORM SEWERS TO BE REMOVED UNLESS SHOWN OTHERWISE. MAINTAIN DRAINAGE DURING CONSTRUCTION.
- (X) SEE DRIVEWAY TABULATION & DETAILS SHEET



NO.	DATE	REVISIONS



**PRIVATE UTILITY LINES SHOWN**

**DATE**

**CENTERPOINT ENERGY/NATURAL GAS FACILITIES VERIFICATION ONLY**

**DATE**

**AT&T UTILITY LINES SHOWN**

**DATE**

**APPROVED FOR A&T/CPW UNDERGROUND CONDUIT FACILITIES ONLY. SIGNATURE VALID FOR ONE YEAR**

**CENTERPOINT ENERGY/UNDERGROUND ELECTRICAL FACILITIES VERIFICATION ONLY**

**DATE**

**ELECTRICAL FACILITIES VERIFICATION ONLY**

**DATE**

**NATURAL GAS LINES CORRECTLY SHOWN FOR SHOWN. SIGNATURE VALID FOR SIX MONTHS**

**DATE**

**INTERIM REVIEW ONLY**

**DATE**

**CABLE COMPANY**

**INTERIM REVIEW ONLY**

Document Incorporate not intended for permit, bidding or construction.

Engine: TMA G BARRER

P.E. License No. 99997

Firm: LOCKWOOD, ANDREWS & NEWMAN, INC.

Address: 5500 West Loop South, Suite 200, Houston, TX 77056

Date: 11/22/2013

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

**Lockwood, Andrews & Newman, Inc.**

A LEO A DALY COMPANY

LUMPKIN ROAD  
 N-117000-0012-3  
 PLAN VIEW  
 PVMT & STM SWR IMPROVEMENTS  
 STA 26+00 TO STA 30+00  
 SHEET 11 OF 18

**CITY OF HOUSTON DEPARTMENT OF PUBLIC WORKS AND ENGINEERING**

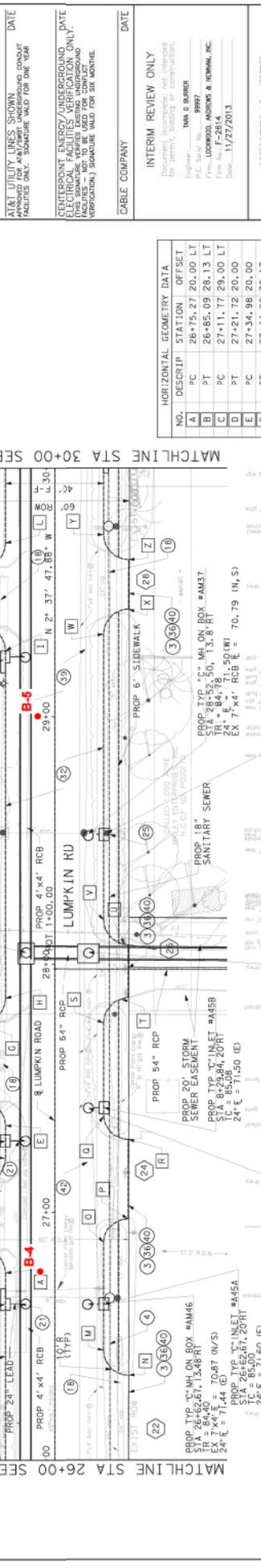
**LEGEND**

**BORING LOCATION** B-#

**LUMPKIN ROAD EXTENSION AND WESTVIEW/DETENTION SITE ASSESSMENT**

**FIGURE 3**

NO.	DESCRIP	STATION	OFFSET
A	PC	26+75.27	20.00 LT
B	PT	26+85.09	28.13 LT
C	PC	27+11.77	29.00 LT
D	PT	27+21.72	20.00
E	PC	27+34.98	20.00
F	PT	27+44.98	30.13
G	PC	27+76.24	29.57
H	PT	27+86.23	20.00
I	PC	29+36.55	20.00
J	PT	29+49.77	30.11
K	PC	29+69.77	20.00
L	PT	29+84.05	20.00
M	PC	26+34.05	30.03
N	PC	26+87.61	20.00
O	PC	26+97.61	29.78
P	PT	27+38.85	20.03
Q	PC	27+29.58	29.87
R	PT	27+86.15	27.22
S	PC	28+08.17	28.37
T	PT	28+18.03	20.00
U	PC	27+33.11	20.00
V	PT		
W	PT		
X	PT		
Y	PT		
Z	PC		



SEE PROFILE VIEW SHEET 12 OF 18







**TABLE 2 (page 1 of 2)**  
**Lockwood, Andrews & Newman, Inc.**  
**Proposal to Perform Limited Phase II Environmental Site Assessment**  
**Lumpkin Road Extension and Westview Detention Pond**  
**WBS No. N-T-17000-0012-3**  
**1/30/2014**

**Not-to-Exceed Cost Estimate**

Item and Description	Subcontract Unit Rate	Units	No.	Total Cost
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**Task 1: On-Site Preparation and Investigations**

Labor: Senior Geologist

Permit Applications		hour	1	
Utility Search and Request		hour	1	
Sample Prep & Lab Coordination		hour	1	
Purchase & Rent Supplies & Equipment		hour	1	
Subcontractor Coordination,		hour	1	
On-Site Boring, Sampling, & Travel		hour	10	
<b>Total Senior Geologist</b>	80.00	hour	15	1,200.00

Drilling Subcontractor<sup>1</sup>

Drilling	1,300.00	day	1	1,300.00
Temporary Well	4.00	foot	24	96.00
Grouting	4.00	grouting	117	468.00

Expenses:

Traffic Control	50.00	hour	10	500.00
Equipment/supplies <sup>2</sup>	40.00	day	1	40.00
PID Meter	80.00	day	1	80.00
Electronic Water Level Gauge	50.00	day	1	50.00

**Task 1 Subtotal** **\$3,734.00**

**Task 2: Laboratory Analyses**

VOCs	120.00	each	6	720.00
SVOCs	240.00	each	2	480.00
TPH	50.00	each	2	100.00
TCLP Metals	150.00	each	2	300.00
RCI	70.00	each	1	70.00
Moisture content	12.00	each	5	60.00

**Task 2 Subtotal** **\$1,730.00**

**Task 3: Report Preparation**

Labor:

Senior Project Manager	105.00	hour	4	420.00
Senior Geologist/Project Manager	80.00	hour	24	1,920.00
Drafting	45.00	hour	2	90.00

Expenses:

Photocopies	0.20	copy	200	40.00
Delivery	20.00	delivery	1	20.00

**Task 3 Subtotal** **\$2,490.00**

<sup>1</sup>Not allowed to control traffic and bore in right-of-way before 9:00 a.m. or after 4:00 p.m.

<sup>2</sup>Equipment and Supplies include core sampling tools; sandwich bags for PID readings; deionized water, Liquinox, and paper towels for cleaning and decon; rubber gloves; buckets with lids for waste soil and water, ice, etc.

**TABLE 2 (page 2 of 2)**  
**Lockwood, Andrews & Newman, Inc.**  
**Proposal to Perform Limited Phase II Environmental Site Assessment**  
**Lumpkin Road Extension and Westview Detention Pond**  
**WBS No. N-T-17000-0012-3**

**Not-to-Exceed Cost Estimate**

Item and Description	Subcontract Unit Rate	Units	No.	Total Cost
<b>SCENARIO 1: No contaminated samples, no disposal fees</b>				
<b>Scenario 1: Total-Not-to Exceed Cost Estimate</b>				<b>\$7,074.00</b>
<b>SCENARIO 2: All samples contaminated, nonhazardous waste disposal fees</b>				
Waste Disposal (all samples contaminated)	1.00	unit	1200	1,200.00
<b>Scenario 2: Total-Not-to Exceed Cost Estimate</b>				<b>\$9,154.00</b>
<b>SCENARIO 3: All samples contaminated and hazardous waste disposal fees</b>				
Waste Disposal (all samples contaminated and hazardous waste)	1.00	unit	3395	3,395.00
<b>Scenario 3: Total-Not-to Exceed Cost Estimate (all samples contaminated and hazardous waste)</b>				<b>\$11,349.00</b>
<b>SCENARIO 4: Nine borings drilled and one temporary groundwater well installed; wastes are nonhazardous</b>				<b>\$12,437.00</b>
<b>SCENARIO 5: Nine borings drilled and one temporary groundwater well installed; wastes are hazardous</b>				<b>\$14,412.00</b>

<sup>1</sup>Not allowed to control traffic and bore in right-of-way before 9:00 a.m. or after 4:00 p.m.

<sup>2</sup>Equipment and Supplies include core sampling tools; sandwich bags for PID readings; deionized water, Liquinox, and paper towels for cleaning and decon; rubber gloves; buckets with lids for waste soil and water, ice, etc.

# 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.

## 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.*

Not to scale

## Status Report

### Phase I - Utility Relocation Package

- Project completed.

### Phase II - Detention Basin Package

- Continued basin excavation.
- Installed rip-rap around sides and base of weir structure.
- Installed east and south side 24" interceptor pipes, and south end 36" storm sewer.
- Started pilot channel installation along east and north sides 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	\$1,102,471.41
Current payment due	\$185,250.00



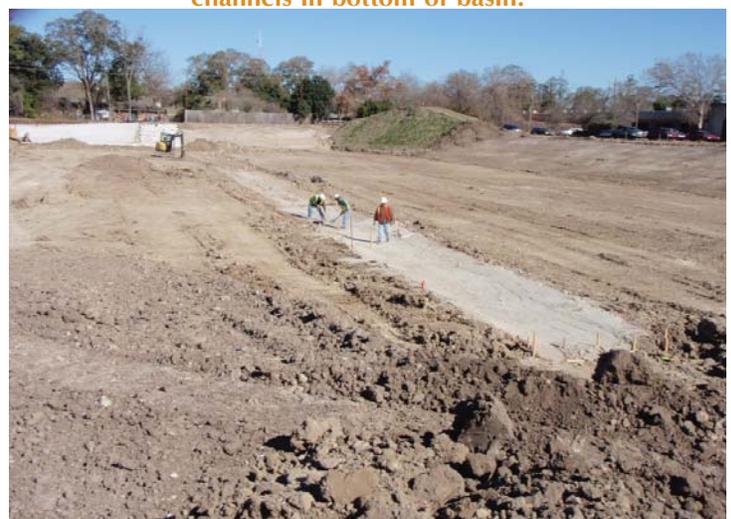
**Phase II - Rip-rap placed along sides and base of weir structure.**



**Phase II - Excavation continues while laying out pilot channels in bottom of basin.**



**Phase II - 24" Back slope interceptor and 36" storm sewer connection at south end of basin.**



**Phase II - Preparing base for pilot channel along east side of basin.**

## 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



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

Type of Estimate: Construction  
Estimate Number: 4  
Page 1 of 1

Partial or Final: Partial  
Date: 01/06/2014

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  
11/21/2013 - 12/31/2013

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	Total Work		Total Work Last Estimate	Total Work to Date	Percent Completed	Contract Price	Amount
				Contract Quantity	This Estimate					
1	01502	Mobilization	LS	1		1.00	1.00	100.00%	\$125,000.00	\$125,000.00
2	01555	Uniformed Police Officer	HR	180	210	370.50	580.50	32.25%	\$40.00	\$23,220.00
3	01555	Traffic Control & Regulation	LS	1	0.2	0.60	0.80	80.00%	\$5,000.00	\$4,000.00
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		1.00	1.00	33.33%	\$500.00	\$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	0.60	0.80	80.00%	\$25,000.00	\$20,000.00
13	02269	Trench Shoring System 5 to 20 ft.	LF	167		83.00	83.00	49.70%	\$1.00	\$83.00
14	02315	Excavation	CY	113000	16800	53688.00	70488.00	62.38%	\$10.75	\$757,746.00
15	02315	Imported Select Fill	CY	8000			0.00	0.00%	\$14.00	\$0.00
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		216.00	216.00	61.71%	\$15.00	\$3,240.00
19	02376	Backslope Ditch Interceptor Structure with 24" CMP	EA	2			0.00	0.00%	\$5,700.00	\$0.00
20	02376	10' Wide Concrete Pilot Channel	LF	1465			0.00	0.00%	\$80.00	\$0.00
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			0.00	0.00%	\$80.00	\$0.00
23	02378	24" Thick (min) Riprap, Gradation No. 2	CY	650			0.00	0.00%	\$98.00	\$0.00
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			0.00	0.00%	\$85.00	\$0.00
27	02630	Type "C" Manhole	EA	1			0.00	0.00%	\$5,000.00	\$0.00
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
47	02315	Excavation (existing embankments)	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
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 \$1,355,496.22  
Amount retained (5%) \$67,774.81  
Previously billed \$1,102,471.41  
Amount due for payment \$185,250.00  
Original Contract Amt \$2,835,903.90

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: \_\_\_\_\_

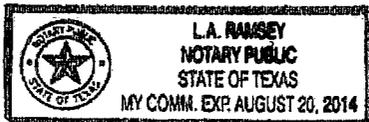
Description of Good Faith Reason: \_\_\_\_\_ Description of Good Faith Reason: \_\_\_\_\_

[Signature]  
(Signature of Contractor's Representative)

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

SWORN TO AND SUBSCRIBED before me on:

01/09/14  
Date



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

My Commission Expires: Aug 2014  
Expiration Date

LA Ramsey  
Print or Type Name of Notary Public

L. N. McKean, Inc.  
December 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		\$23,840.00		\$100,000.00		0.2384



1/9/2014

Lee McKean  
President

# Barryknoll East

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

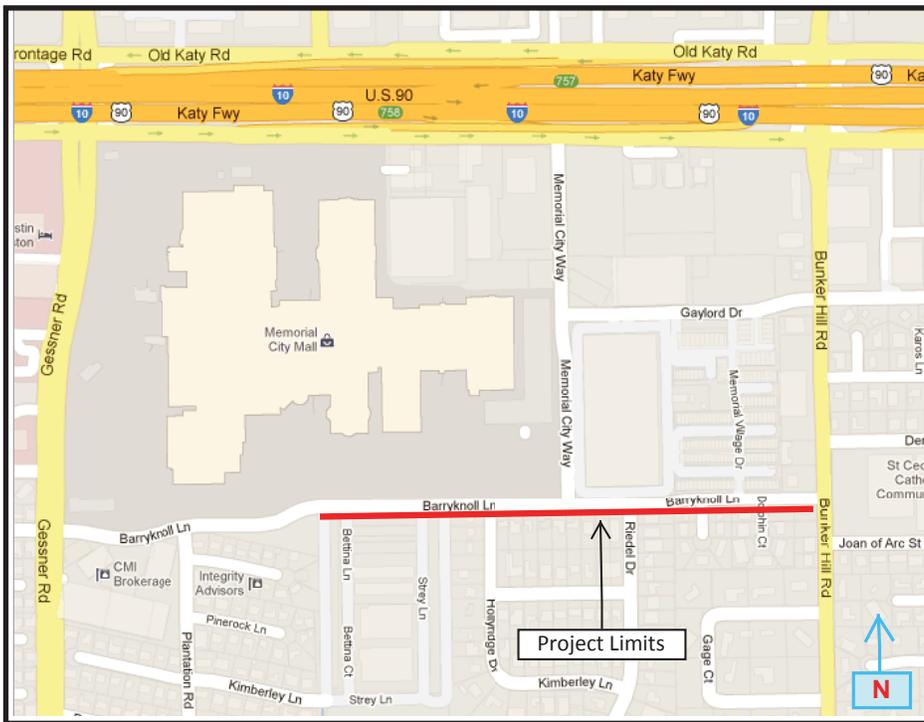
TIRZ 17

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

- Completed paving southernmost lane, east of Memorial City Way.
- Completed residential driveways east of Memorial City Way.
- Completed sidewalks along south, east of Memorial City Way.

## 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	Payment Estimates	
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	Original contract amount	\$5,874,319.99
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	Change order amount to date	(\$50,081.81)
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	Current contract amount	\$5,824,238.18
		Previous payments	\$3,188,728.50
		Current payment due	\$68,177.13

\* For more information please refer to TIRZ 17 website



**Traffic control relocated east of Memorial City Way, and intersection opened to traffic.**



**Completed residential driveway and south lane paving east of Barracuda**



**South lane paving complete and sidewalk in progress.**

## 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



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

Estimate No. : 8  
 Cut Off Date : 12/20/13  
 Estimate Date : 01/06/14

**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 : 74.46% In Place : 58.86%  
 Date Insurance Exp. : 3/1/2014 Drug Policy Due Date: N/A Current M/SBE : 10.83/4.58 Schedule Update Received : 12/3/2013

**CONTRACT TIME IN CALENDAR DAYS**

Original Contract Time : 365  
 Approved Extensions : 7  
 Total Contract Time : 372  
 Days Used to Date : 277  
 Days Remaining to Date : 95

**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 58.36% Complete \$3,428,321.72  
 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** \$3,428,321.72

**B. DEDUCTIONS**

1. Retainage 5% Of \$3,428,321.72 \$171,416.09  
 2. Retainage Release 0% Of \$3,428,321.72 \$0.00  
 3. Total Retainage \$171,416.09  
 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00  
 5. Assessments \$0.00  
 6. Inspector Overtime Costs \$0.00  
**TOTAL DEDUCTIONS** \$171,416.09

**C. AMOUNT DUE THIS PERIOD**

1. Total Earnings to Date \$3,428,321.72  
 2. Total Deductions \$171,416.09  
 3. Total Payments Due \$3,256,905.63  
 4. Less Previous Payments \$3,188,728.50  
 5. Restoration Adjustment \$0.00  
**TOTAL AMOUNT DUE CONTRACTOR THIS DATE** \$68,177.13

**BALANCE TO FINISH** \$2,445,998.27

Prepared By

Richard L. Butler

Checked By

Katie Ghutzman 1/6/2014  
 Date

Reviewed By

Muhammad Ali 1/6/2014  
 Date

**Don Huml: Executive Director**

Reviewed:

Date: 01-14-14

Pay Est No. 8

Printed 1/6/2014 @ 10:46 AM Code: 7000-T1715A Page 1 of 1

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Amount: \$ 68,177.13

Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Nov'13		Dec'13		Monthly Amount	Monthly Qty	Totodate Qty	Totodate Amount	Contact Total	% Complete	Oct '13 Month Totodate
						Amount	Qty	Amount	Qty							
500000	1	Mobilization	LS	1	\$24,000.00	0.08	\$1,920.00	0.72	\$17,280.00	\$24,000.00	72.00%	0.64				
502000	2	Traffic Control and Regulation	LS	1	\$72,000.00	0.16	\$11,520.00	0.72	\$51,840.00	\$72,000.00	72.00%	0.56				
9922	3	Uniformed Police Officers	HR	2920	\$37.00	40.00	\$1,480.00	2,020.50	\$74,758.50	\$108,040.00	69.20%	1,980.50				
512190	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%	1,450.00				
512390	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%	1,240.00				
512195	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%	875.00				
512395	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%	355.00				
512495	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%	0.00				
512490	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%	0.00				
10	10	Tree and Plant Protection	LS	1	\$33,000.00	0.16	\$5,280.00	0.56	\$18,480.00	\$33,000.00	56.00%	0.40				
11	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%	0.00				
12	12	Sandbags Inlet Protection (Stage 2)	LF	500	\$1.30	0.00	\$0.00	170.00	\$221.00	\$650.00	34.00%	170.00				
13	13	Stabilized Construction Access	LS	1	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$2,500.00	0.00%	0.00				
<b>B1 TOTAL - GENERAL ITEMS</b>																
											<b>\$20,200.00</b>	<b>\$189,529.50</b>	<b>\$288,417.00</b>			
670015	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%	2.00				
670010	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%	5.00				
104212	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%	0.00				
104218	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%	230.00				
104224	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%	195.00				
104236	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%	0.00				
104254	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%	0.00				
104266	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%	202.00				
104272	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%	110.00				
104700	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%	890.00				
104800	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%	11.00				
610000	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%	11.00				
630806	26	Provide Trench Safety System	LF	3499	\$1.00	0.00	\$0.00	990.00	\$990.00	\$3,499.00	28.29%	990.00				
630805	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%	2,407.00				
610060	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%	0.00				
610024	29	Construct 60-inch Reinforced Concrete Pipe, Comple	LF	49	\$350.00	0.00	\$0.00	49.00	\$17,150.00	\$17,150.00	100.00%	49.00				
610036	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%	30.00				
610030	31	Construct 36-inch Reinforced Concrete Pipe, Comple	LF	10	\$300.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00%	0.00				
610024	32	Construct 30-inch Reinforced Concrete Pipe, Comple	LF	33	\$140.00	0.00	\$0.00	33.00	\$4,620.00	\$4,620.00	100.00%	33.00				
610018	33	Construct 24-inch Reinforced Concrete Pipe Storm L	LF	710	\$90.00	16.00	\$1,440.00	519.00	\$46,710.00	\$63,900.00	73.10%	503.00				
35	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%	40.00				
36	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%	0.00				
660200	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%	1.00				
660000	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%	3.00				
660050	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%	8.00				
40	39	Construct Type BB Inlet- Complete in Place	EA	15	\$2,500.00	1.00	\$2,500.00	9.00	\$22,500.00	\$37,500.00	60.00%	8.00				
671000	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%	10.00				
	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%	1.00				

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Nov '13		Dec '13		Monthly Amount	Monthly Qty	Totodate Amount	Totodate Qty	Contact Total	% Complete	Oct '13 Month Totodate
						Nov '13 Dec '13	Nov '13 Dec '13									
671020	42	Construct Junction Box #124, Including MH, Rings a	EA		\$50,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00		deleted	0.00
671030	43	Construct Junction Box #121, Including MH, Rings a	EA		\$50,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00		deleted	0.00
671040	44	Construct Junction Box #136, Including MH, Ring a	EA		\$50,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00		deleted	0.00
45	45	Furnish and Install Ring Grates	EA	10	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$3,000.00	6.00	\$5,000.00	60.00%	6.00
46	46	Furnish and Install 48" Flap Valve, Complete in P	EA	2	\$15,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$32,000.00	0.00%	0.00
<b>B2 TOTAL - STORM SEWER ITEMS</b>													<b>\$3,940.00</b>		<b>\$2,741,316.00</b>	
710000	47	Provide Trench Safety System for Water Line	LF	1040	\$1.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$586.00	586.00	\$1,040.00	56.35%	586.00
721012	48	Furnish and Install 12-inch Water line by Trenches	LF	20	\$250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$5,000.00	0.00%	0.00
721008	49	Furnish and Install 8-inch Water line by Trenches	LF	3207	\$65.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$221,234.00	3,403.60	\$208,455.00	106.13%	3,403.60
715008	50	Furnish and Install 8-inch Dip Water Line w/ Restr	LF	343	\$170.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$73,916.00	494.80	\$58,310.00	126.76%	494.80
716008	51	Furnish and Install 8-inch Water Line w/ Restraint	LF	232	\$140.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,638.00	11.70	\$32,480.00	5.04%	11.70
731016	52	Furnish and Install 8-inch Water Line in 16-inch C	LF	274	\$150.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$36,780.00	245.20	\$41,100.00	89.49%	245.20
712008	53	Furnish and Install 8-inch Dip Water Line, Pressur	LF	54	\$170.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$9,180.00	0.00%	0.00
721002	54	Furnish and Install 2-inch Water Line by Trenches	LF	12	\$201.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$2,412.00	0.00%	0.00
721004	55	Furnish and Install 4-inch Water Line by Trenches	LF	25	\$150.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,080.00	7.20	\$3,750.00	28.80%	7.20
716006	56	Furnish and Install 6-inch Water Line with Restrai	LF	10	\$210.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$2,100.00	0.00%	0.00
750806	57	Furnish and Install 8-inch Tapping Sleeve and Valv	EA	1	\$4,000.39	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$4,000.39	1.00	\$4,000.39	100.00%	1.00
760002	58	Wet Connection to Existing 2-inch Waterline	EA	3	\$1,000.00	1.00	1.00	\$1,000.00	\$1,000.00	\$1,000.00	1.00	\$1,000.00	1.00	\$3,000.00	33.33%	0.00
770002	59	Cut, Plug and Abandon Existing 2-inch Waterline	EA	3	\$300.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$900.00	0.00%	0.00
770006	60	Wet Connection to Existing 6-inch Water Line	EA	1	\$1,800.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$1,800.00	0.00%	0.00
770006	61	Cut, Plug and Abandon Existing 6-inch Water Line	EA	1	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$500.00	0.00%	0.00
760008	62	Wet Connection to Existing 8-inch Water Line	EA	12	\$2,000.00	4.00	4.00	\$8,000.00	\$8,000.00	\$8,000.00	4.00	\$16,000.00	4.00	\$24,000.00	66.67%	4.00
770008	63	Cut, Plug and Abandon Existing 8-inch Water Line	EA	13	\$700.00	5.00	5.00	\$3,500.00	\$3,500.00	\$3,500.00	5.00	\$7,000.00	5.00	\$9,100.00	76.92%	5.00
760012	64	Wet Connection to Existing 12-inch Water Line	EA	1	\$2,100.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$2,100.00	0.00%	0.00
770012	65	Cut, Plug and Abandon Existing 12-inch Water Line	EA	1	\$800.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$800.00	0.00%	0.00
780100	66	Furnish and Install Fire Hydrant Assembly w/6-inch	EA	7	\$4,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$12,000.00	3.00	\$28,000.00	42.86%	3.00
780150	67	Furnish and Install 6-inch Fire Hydrant Lead, Open	EA	50	\$70.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,134.00	16.20	\$3,500.00	32.40%	16.20
780005	68	5/8" to 1" Diameter Copper Service Connection, Sho	EA	12	\$1,000.00	1.00	1.00	\$1,000.00	\$1,000.00	\$1,000.00	1.00	\$1,000.00	1.00	\$12,000.00	8.33%	0.00
780010	69	5/8" to 1" Diameter Copper Service Connection, Lon	EA	4	\$1,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$6,000.00	0.00%	0.00
780015	70	1.5" to 2" Diameter Copper Service Connection, Sho	EA	2	\$1,100.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$1,100.00	1.00	\$2,200.00	50.00%	1.00
780020	71	1.5" to 2" Diameter Copper Service Connection, Lon	EA	10	\$1,700.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$17,000.00	0.00%	0.00
<b>B3 TOTAL WATER LINE ITEMS</b>													<b>\$13,500.00</b>		<b>\$478,727.39</b>	
810000	72	Provide Trench Safety System for Sanitary Sewer	LF	2841	\$1.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$2,673.00	2,673.00	\$2,841.00	94.09%	2,673.00
830100	73	Remove and Dispose of Sanitary Sewer Manholes	EA	14	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$6,000.00	12.00	\$7,000.00	85.71%	12.00
830100	74	Construct Sanitary Sewer Manhole, Complete in Plac	EA	17	\$4,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$56,000.00	14.00	\$68,000.00	82.35%	14.00
811021	75	Construct 21-inch Sanitary Sewer, Complete in Plac	LF	58	\$150.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$9,450.00	63.00	\$8,700.00	108.62%	63.00
830321	76	Remove and Dispose 21-inch Sanitary Sewer	LF	1646	\$5.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$8,255.00	1,651.00	\$8,230.00	100.30%	1,651.00
811020	77	Construct 20-inch Sanitary Sewer, Pressure Class 1	LF	1588	\$140.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$224,560.00	1,604.00	\$222,320.00	101.01%	1,604.00
830318	78	Remove and Dispose 18-inch Sanitary Sewer	LF	20	\$5.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$100.00	0.00%	0.00
811018	79	Construct 18-inch Sanitary Sewer, Pressure Class 1	LF	20	\$220.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$4,400.00	0.00%	0.00
811016	80	Construct 16-inch San Sew, Class 150 PSI	LF	43	\$140.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$700.00	5.00	\$6,020.00	11.63%	5.00

Viewpoint	Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Nov'13		Nov'13		Contact Total	% Complete	Month Totals
							Monthly Qty	Monthly Amount	Dec '13 Qty	Dec '13 Amount			
830315	81	81	Remove and Dispose of 15-inch Sanitary Sewer	LF	43	\$5.00	0.00	\$0.00	5.00	\$25.00	\$215.00	11.63%	5.00
811012	82	82	Construct 12-inch Sanitary Sewer, Pressure Class 1	LF	1080	\$110.00	0.00	\$0.00	1,029.00	\$113,190.00	\$1,188,800.00	95.28%	1,029.00
830312	83	83	Remove and Dispose 12-inch Sanitary Sewer	LF	1080	\$5.00	0.00	\$0.00	1,029.00	\$5,145.00	\$5,400.00	95.28%	1,029.00
830308	84	84	Remove and Dispose 8-inch Sanitary Sewer	LF	52	\$5.00	0.00	\$0.00	45.00	\$225.00	\$260.00	86.54%	45.00
811008	85	85	Construct 8-inch Sanitary Sewer, Pressure Class 15	LF	52	\$100.00	0.00	\$0.00	70.00	\$7,000.00	\$5,200.00	134.62%	70.00
811000	86	86	Service Stubs or Reconnections without Stack on Sa	EA	6	\$1,200.00	0.00	\$0.00	10.00	\$12,000.00	\$7,200.00	166.67%	10.00
810100	87	87	Bypass Pumping	LS	1	\$40,000.00	0.00	\$0.00	1.00	\$40,000.00	\$40,000.00	100.00%	1.00
<b>B4 TOTAL SANITARY SEWER ITEMS</b>													
											<b>\$485,223.00</b>		
											<b>\$504,686.00</b>		
104000	88	88	Remove and Dispose of Reinforced Concrete Pavement	SY	12840	\$2.00	0.00	\$0.00	6,888.78	\$13,777.56	\$25,680.00	53.65%	6,888.78
104105	89	89	Remove and Dispose of Driveways (All Materials, All	SY	983	\$2.00	0.00	\$0.00	562.95	\$1,125.90	\$1,966.00	57.27%	562.95
104110	90	90	Remove and Dispose of Sidewalks (All Materials, All	SY	1138	\$2.00	0.00	\$0.00	513.33	\$1,026.66	\$2,276.00	45.11%	513.33
373000	91	91	Construct Concrete Curb, All Heights, Complete in	LF	4380	\$3.00	260.00	\$780.00	3,413.00	\$10,239.00	\$13,140.00	77.92%	3,153.00
262060	92	92	Construct Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	14165	\$6.00	0.00	\$0.00	5,680.54	\$34,083.24	\$84,990.00	40.10%	5,680.54
260000	93	93	Furnish Lime for Lime Stabilized Subgrade, Complete	TON	205	\$160.00	0.00	\$0.00	114.31	\$18,289.60	\$32,800.00	55.76%	114.31
390050	94	94	Construct 7-inch High Early Strength Concrete, Inc	SY	940	\$70.00	54.66	\$3,826.20	921.87	\$64,530.90	\$65,800.00	98.07%	867.21
371010	95	95	Construct 10-inch Reinforced Concrete Pavement, Co	SY	12320	\$58.00	389.90	\$22,614.20	7,663.78	\$444,499.24	\$714,560.00	62.21%	7,273.88
96	96	96	Sawcut Exist Pavement	LF	1246	\$5.00	0.00	\$0.00	460.00	\$2,300.00	\$6,230.00	36.92%	460.00
110000	97	97	Earthwork, Roadway Excavation and Embankment	CY	2464	\$15.00	0.00	\$0.00	1,975.98	\$29,639.70	\$36,960.00	80.19%	1,975.98
390200	98	98	Construct ADA Accessible Wheelchair Ramps, Complet	SF	2860	\$12.00	0.00	\$0.00	1,005.30	\$12,063.60	\$34,320.00	35.15%	1,005.30
390201	99	99	Furnish and Install ADA Detectable Warning Pavers,	SY	27	\$120.00	0.00	\$0.00	7.92	\$950.40	\$3,240.00	29.33%	7.92
330006	100	100	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	258	\$100.00	0.00	\$0.00	197.82	\$19,782.00	\$25,800.00	76.67%	197.82
330302	101	101	Construct 1 1/2 -inch Asphalt Concrete Surface Cour	TON	65	\$130.00	0.00	\$0.00	15.07	\$1,959.10	\$8,450.00	23.18%	15.07
390100	102	102	Construct 4 1/2-inch Concrete Sidewalk, Complete in P	SF	19222	\$6.00	452.50	\$2,715.00	12,369.20	\$74,215.20	\$115,332.00	64.35%	11,916.70
1030	103	103	Remove and Reinstall Existing Mailbox and Post	EA	7	\$150.00	0.00	\$0.00	0.00	\$0.00	\$1,050.00	0.00%	0.00
1040	104	104	Remove and Reconstruct Existing Brick Mailbox Stru	EA	1	\$350.00	0.00	\$0.00	0.00	\$0.00	\$350.00	0.00%	0.00
371005	105	105	Board Expansion Joint with or without Load Transfe	LF	1360	\$4.00	0.00	\$0.00	478.10	\$1,912.40	\$5,440.00	35.15%	478.10
1060	106	106	Horizontal Dowels, All Lengths	EA	2300	\$1.00	0.00	\$0.00	338.00	\$338.00	\$2,300.00	14.70%	338.00
372000	107	107	Concrete Pavement Header	LF	420	\$5.00	0.00	\$0.00	286.00	\$1,430.00	\$2,100.00	68.10%	286.00
108	108	108	Remove and Dispose of Asphalt Pavement, Including	SY	160	\$25.00	0.00	\$0.00	58.67	\$1,466.75	\$4,000.00	36.67%	58.67
<b>B5 TOTAL PAVING ITEMS</b>													
											<b>\$733,629.25</b>		
											<b>\$1,186,784.00</b>		
109	109	109	Drill Shaft (Traf Signal Pole) (24-in)(Pedestals	LF	18	\$125.00	0.00	\$0.00	18.00	\$2,250.00	\$2,250.00	100.00%	18.00
110	110	110	Drill Shaft (Traffic Signal Pole) (90-inch)	LF	46	\$160.00	0.00	\$0.00	46.00	\$7,360.00	\$7,360.00	100.00%	46.00
111	111	111	25' Traffic Signal Pole	EA	2	\$4,400.00	0.00	\$0.00	1.00	\$4,400.00	\$8,800.00	50.00%	1.00
112	112	112	30' Traffic Signal Pole	EA	1	\$4,500.00	0.00	\$0.00	1.00	\$4,500.00	\$4,500.00	100.00%	1.00
113	113	113	40' Traffic Signal Pole	EA	1	\$6,000.00	0.00	\$0.00	1.00	\$6,000.00	\$6,000.00	100.00%	1.00
114	114	114	Ped Pole Assembly	EA	2	\$800.00	0.00	\$0.00	2.00	\$1,600.00	\$1,600.00	100.00%	2.00
115	115	115	Push Button Pole Assembly	EA	1	\$600.00	0.00	\$0.00	1.00	\$600.00	\$600.00	100.00%	1.00
116	116	116	Saw Cut	LF	316	\$5.00	0.00	\$0.00	0.00	\$0.00	\$1,580.00	0.00%	0.00
117	117	117	Traffic Signal Construction	EA	1	\$2,400.00	0.00	\$0.00	0.00	\$0.00	\$2,400.00	0.00%	0.00
118	118	118	Temporary Traffic Signals	EA	1	\$6,000.00	0.00	\$0.00	0.70	\$4,200.00	\$6,000.00	70.00%	0.70
119	119	119	Removal of Concrete Foundations	EA	4	\$500.00	0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00%	0.00

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Nov '13		Dec '13		Monthly Amount	Monthly Qty	Nov '13 Dec '13 Totale Qty	Totale Amount	Contact Total	% Complete	Oct '13 Month Totale
						Nov '13 Dec '13 Totale	Nov '13 Dec '13 Totale									
120	120	Remove Traffic Signal Pole Assembly	EA	4	\$4,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$1,600.00	0.00%	0.00
121	121	Electrical Service (UL TYPE 3R)	EA	1	\$4,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1.00	\$4,000.00	\$4,000.00	100.00%	1.00
122	122	Traffic Signal Pull box (5-TY B)	EA	5	\$500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	2.00	\$1,000.00	\$2,500.00	40.00%	2.00
123	123	1 1/2-inch (TRENCH) Conduit PVC (Sched 80)	LF	30	\$10.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	94.00	\$940.00	\$300.00	313.33%	94.00
124	124	2-inch (TRENCH) Conduit PVC (Sched 80)	LF	20	\$10.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	77.00	\$770.00	\$200.00	385.00%	77.00
125	125	3-inch (TRENCH) Conduit PVC (SCHED 80)	LF	42	\$12.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	47.00	\$564.00	\$504.00	111.90%	47.00
126	126	4-inch (TRENCH) Conduit PVC (SCHED 80)	LF	81	\$14.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	34.00	\$476.00	\$1,134.00	41.98%	34.00
127	127	4-inch (BORE) Conduit PVC (SCHED 80)	LF	532	\$15.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	334.00	\$5,010.00	\$7,980.00	62.78%	334.00
128	128	Loop Detector Wire Cable	LF	1152	\$5.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$6,336.00	0.00%	0.00
129	129	Loop Detector Lead-in Cable	LF	958	\$1.25	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$1,197.50	0.00%	0.00
130	130	VEH SIG SEC (12 INCH) INC (GRN) LED	EA	6	\$170.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	6.00	\$1,020.00	\$1,020.00	100.00%	6.00
131	131	VEH SIG SEC (12 INCH) INC (YEL) LED	EA	6	\$170.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	6.00	\$1,020.00	\$1,020.00	100.00%	6.00
132	132	VEH SIG SEC (12 INCH) INC (RED) LED	EA	6	\$170.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	6.00	\$1,020.00	\$1,020.00	100.00%	6.00
133	133	Back Plate (12 INCH) (3 SEC)	EA	6	\$75.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	6.00	\$450.00	\$450.00	100.00%	6.00
134	134	PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	6	\$450.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	3.00	\$1,350.00	\$2,700.00	50.00%	3.00
135	135	TRF SIG CBL (TY A) (14 AWG) ( 3 CONDR)	LF	320	\$1.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$320.00	0.00%	0.00
136	136	TRF SIG CBL (TY A) (14 AWG) ( 5 CONDR)	LF	336	\$1.25	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$420.00	0.00%	0.00
137	137	TRF SIG CBL (TY A) (14 AWG) ( 7 CONDR)	LF	1262	\$1.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$1,893.00	0.00%	0.00
138	138	ELECT COND (NO. 8) BARE	LF	347	\$0.80	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$277.60	0.00%	0.00
139	139	Signal Power (NO. 4 THHN)	LF	31	\$2.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$62.00	0.00%	0.00
140	140	Detector Unit	EA	3	\$625.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1.00	\$625.00	\$1,875.00	33.33%	1.00
141	141	Phase Selector	EA	2	\$2,300.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$4,600.00	0.00%	0.00
142	142	Optical Detector Cable	LF	631	\$1.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$946.50	0.00%	0.00
143	143	Controller Cabinet 340 ITS	EA	1	\$19,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1.00	\$19,000.00	\$19,000.00	100.00%	1.00
144	144	Model 2070 Controller	EA	1	\$2,600.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1.00	\$2,600.00	\$2,600.00	100.00%	1.00
145	145	Battery Backup System	EA	1	\$5,600.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1.00	\$5,600.00	\$5,600.00	100.00%	1.00
146	146	Audible Pedestrian Signal Units	EA	4	\$1,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$6,000.00	0.00%	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	147	Install Raised Reflective Pavement Markers-Type I	EA	115	\$4.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	112.00	\$448.00	\$450.00	97.39%	112.00
148	148	Install Thermoplastic Pavement Markings (4-inch, S	LF	360	\$0.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	259.00	\$129.50	\$180.00	71.94%	259.00
149	149	Install Thermoplastic Pavement Markings (4-inch Br	LF	4550	\$0.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1,095.00	\$547.50	\$2,275.00	24.07%	1,095.00
150	150	Install Thermoplastic Pavement Markings (4-inch, S	LF	4600	\$0.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	3,372.00	\$1,686.00	\$2,300.00	73.30%	3,372.00
151	151	Install Thermoplastic Pavement Markings (12-inch So	LF	680	\$3.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	272.00	\$816.00	\$2,040.00	40.00%	272.00
152	152	Install Thermoplastic Pavement Markings(24-inch So	LF	610	\$6.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	445.00	\$2,670.00	\$3,660.00	72.95%	445.00
153	153	Install Thermoplastic Pavement Markings (Word)	EA	2	\$160.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$320.00	0.00%	0.00
154	154	Install Thermoplastic Pavement Markings (Arrow)	EA	4	\$160.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	\$640.00	0.00%	0.00
155	155	Placement of Permanent Signs	SF	235	\$40.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	85.00	\$3,400.00	\$9,400.00	36.17%	85.00
156	156	Remove Existing Signs	SF	225	\$6.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	9.00	\$54.00	\$1,350.00	4.00%	9.00
		<b>B7 TOTAL SIGNING &amp; PAVE MARKS ITEMS</b>						<b>\$0.00</b>					<b>\$9,751.00</b>	<b>\$22,625.00</b>		
157	157	Construct 4-inch x 8-inch, 60mm, Concrete Unit Pav	SF	1350	\$16.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	1,350.00	\$21,600.00	\$21,600.00	100.00%	1,350.00
158	158	Furnish and Install Sod	SY	178	\$5.00	0.00	0.00	\$1,950.00	\$1,950.00	\$1,950.00	390.00	568.00	\$2,840.00	\$890.00	319.10%	178.00

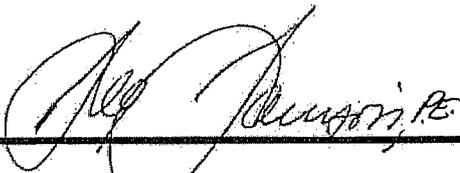
TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Nov'13		Oct '13		Contact Total	% Complete	Month Totals
						Monthly Qty	Monthly Amount	Dec '13 Qty	Dec '13 Amount			
159	159	Fine Grading	SY	178	\$3.00	390.00	\$1,170.00	568.00	\$1,704.00	\$534.00	319.10%	178.00
160	160	Prepared Backfill Mix	LS	1	\$2,100.00	0.00	\$0.00	1.00	\$2,100.00	\$2,100.00	100.00%	1.00
161	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%	8.00
162	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%	0.00
163	163	30 Day Truck Watering Sod	LS	1	\$1,300.00	0.50	\$650.00	0.50	\$650.00	\$1,300.00	50.00%	0.00
		<b>BB TOTAL LANDSCAPE ITEMS</b>					<b>\$3,770.00</b>		<b>\$34,494.00</b>	<b>\$34,124.00</b>		
164	164	Re-Mobilization/De-Mobilization	LS	1	\$30,000.00	0.00	\$0.00	0.00	\$0.00	\$30,000.00	0.00%	0.00
165	165	Uniformed Police Officer	HR	736	\$25.00	0.00	\$0.00	0.00	\$0.00	\$18,400.00	0.00%	0.00
166	166	Ground Water Trench Dewatering	LF	100	\$42.00	0.00	\$0.00	0.00	\$0.00	\$4,200.00	0.00%	0.00
167	167	Excavation Around Obstructions	CY	200	\$30.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00%	0.00
168	168	Extra Hand Excavation	CY	200	\$15.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00%	0.00
169	169	Extra Machine Excavation	CY	200	\$20.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%	0.00
170	170	Extra Placement of Backfill Material	CY	200	\$6.00	0.00	\$0.00	0.00	\$0.00	\$1,200.00	0.00%	0.00
171	171	6-inches Over Excavation of Trench Bottom	LF	2500	\$4.00	0.00	\$0.00	0.00	\$0.00	\$10,000.00	0.00%	0.00
172	172	Extra 18-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$60.00	0.00	\$0.00	0.00	\$0.00	\$600.00	0.00%	0.00
173	173	Extra 24-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$65.00	0.00	\$0.00	0.00	\$0.00	\$650.00	0.00%	0.00
174	174	Extra 30-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$70.00	0.00	\$0.00	0.00	\$0.00	\$700.00	0.00%	0.00
175	175	Extra 29-inch x 45-inch Elliptical Reinforced Concr	LF	10	\$100.00	0.00	\$0.00	0.00	\$0.00	\$1,000.00	0.00%	0.00
176	176	Extra 60-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$155.00	0.00	\$0.00	0.00	\$0.00	\$1,550.00	0.00%	0.00
177	177	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	15	\$150.00	0.00	\$0.00	6.60	\$990.00	\$2,250.00	44.00%	6.60
178	178	Construct 1X-inch Hot Mix Asphalt Concrete Surfacc	TON	7	\$250.00	0.00	\$0.00	0.00	\$0.00	\$1,750.00	0.00%	0.00
179	179	Extra Ductile Iron Compact Fittings	EA	4	\$500.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00%	0.00
180	180	Extra Fittings in Place	EA	8	\$46.33	0.00	\$0.00	744.67	\$34,500.56	\$69,495.00	49.64%	744.67
181	181	Temporary Detour Pavement	SY	1500	\$30.00	0.00	\$0.00	0.00	\$0.00	\$15,000.00	0.00%	0.00
182	182	Temporary Special Shoring	SF	500	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%	0.00
183	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%	0.00
184	184	Extra 10-inch High Early Strength Concrete	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00%	0.00
185	185	Furnish Cement Slurry for Lime Stabilized Subgrade, Complet	TON	240	\$179.30	0.00	\$0.00	86.00	\$15,419.80	\$43,032.00	35.83%	86.00
186	186	Certified Flagmen	HR	736	\$15.00	28.00	\$420.00	1,011.50	\$15,172.50	\$11,040.00	137.43%	983.50
		<b>C.TOTAL EXTRA UNIT PRICE TABLE</b>					<b>\$420.00</b>		<b>\$66,082.86</b>	<b>\$245,867.00</b>		
185	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%	0.00
186	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%	10.00
187	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%	0.00
188	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%	0.00
		<b>D.TOTAL CONTRACTOR INCENTIVES</b>					<b>\$0.00</b>		<b>\$50,000.00</b>	<b>\$160,000.00</b>		
189	189	Street Cut Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	0.50	\$1,250.00	\$2,500.00	50.00%	0.50
190	190	TxDOT Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	\$2,500.00	100.00%	1.00
191	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%	1.00
		<b>E.TOTAL CASH ALLOWANCE TABLE</b>					<b>\$0.00</b>		<b>\$6,250.00</b>	<b>\$7,500.00</b>		



Roadway Reconstruction Project  
WBS No. T-170015-0001-3  
November/December 2013 Monthly MBE/SBE Report

	Paid Todate MBE 14%	Paid Todate 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	\$224,539.31		\$304,080.00		73.84%	
H&E Aggregate	\$305,265.40		\$355,687.50		85.82%	
Maintenance to Go	\$30,184.00		\$37,885.50		79.67%	
Reliable Signal	\$76,357.00		\$119,230.00		64.04%	
	<u>\$636,345.71</u>				<u>10.83%</u>	

<b><u>8% SBE Summary</u></b>						
Batterson		\$27,748.22		\$34,790.70		79.76%
CPSI (Paving supplies)		\$40,865.18		\$16,000.00		255.41%
El Dorado Paving		\$103,211.39		\$258,373.70		39.95%
Mickie Services		\$2,725.00		\$2,725.00		100.00%
Professional Traffic Control		\$94,235.60		\$158,288.00		59.53%
		<u>\$268,785.39</u>				<u>4.58%</u>



12/23/2013

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

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: BARRYKNOLL EAST DRAINAGE AND ROADWAY RECONSTRUCTION PROJECT

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

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

Address: 20810 FERN BUSH, 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: \_\_\_\_\_

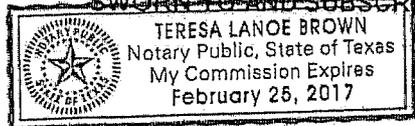
[Signature]  
(Signature of Contractor's Representative)

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

12/30/18

\_\_\_\_\_  
Date

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

SWORN TO AND SUBSCRIBED before me on:  
  
TERESA LANOE BROWN  
Notary Public, State of Texas  
My Commission Expires  
February 25, 2017

My Commission Expires: 2/25/2017  
Expiration Date

TERESA BROWN  
Print or Type Name of Notary Public



**Memorial City Redevelopment Authority**  
**8955 Katy Freeway, Suite 215**  
**Houston, Texas 77024**  
**713-829-5720**

EXECUTIVE DIRECTOR'S REPORT  
January 2014

Currently the TIRZ 17 Redevelopment Authority has eight Capital Improvement Projects in progress. Two of the projects are in the construction phase and six are in the planning and design phases. The approximate construction cost of the CIP's in progress is \$50 million. Please see the attached schedule.

**T-1709, Lumpkin Road Improvements.** The 60% complete design drawings were submitted to the City on 11/27/13. We are still in the process of acquiring the necessary ROW parcels. Our legal team with ABHR is spearheading the acquisition process. We will need to also acquire a drainage easement between Lumpkin and Spillers Lane to install a 36" diameter "straw." The intent is to install the reinforced concrete pipe under the existing improvements through a trenchless process. Currently, LAN is working on the 90% design drawings in conjunction with SWA Group. The schedule has been extended 45 days to account for the additional time required for a second landscape amenities package estimate.

**T-1715A, Barryknoll East.** Barryknoll Lane, from the mall entrance to Memorial City Way was completed by the November 1<sup>st</sup> deadline and was open to vehicular and pedestrian traffic. Texas Sterling Construction is in the process of completing certain minor elements of work (such as sidewalks) along the south side of Barryknoll east of Memorial City Way to Bunker Hill Lane. Once these elements are complete, construction activities will be suspended until AT&T completes their work. The original contract completion date for the Barryknoll project was 03/17/2014 and the current contract completion date is 03/25/2014. However, the project schedule has been severely impacted by AT&T. Until AT&T is finished in our work zone we will not know the real impact to our schedule and final completion date. It is our understanding that AT&T will be finished in about 8 to 10 weeks. Once we can resume our work it will take us approximately 3 months to complete the project. At this time we are forecasting a June or July completion date. We requested that a representative from AT&T attend the January 28<sup>th</sup> Board Meeting to address the issue in the public comments segment. In the meantime, we will continue to monitor AT&T's progress with the intent to have Texas Sterling Construction remobilize as soon as AT&T completed with their work.

**T-1717 Town & Country West.** It is anticipated that the Preliminary Engineering Report (PER) will be submitted to the City the week of January 27<sup>th</sup>. It will take the City 30 to 45 days for review and then move to the Technical Review Committee (TRC). There are two proposed options being submitted; 1) an un-signalized intersection, 2) a two lane round about. It is anticipated that LAN will present a proposal for detailed design at the March Board meeting. Detailed design is expected to take approximately 120 days and 60 days for governmental reviews. The schedule has been extended by 25 days to account for a design change in the roundabout from a single lane to a double lane, and to align the start date with the March Board meeting for approvals.

**T-1722, Queensbury Signalization.** During the design it was discovered that the placement of the signals were in conflict with existing underground utilities. An alternate signal placement was recommended and accepted by the City. However, the alternate placement will still require some utility relocations, but not as severe. Also, the City has asked for a Signal Warrant Analysis Study. Moody Ramin is proving the traffic study. The current traffic count does not warrant the signalization of the intersection. Based on the results of the study, the construction phase may have to be placed on hold (Please see attached report from Gunda Corp). The schedule has been extended 105 days to account for additional governmental reviews associated with traffic study and for extra coordination of unforeseen conditions.

**T-1734, W140 Channel Improvements.** We received a letter from Flood Control dated 12/27/13 that confirms HCFCD acceptance of the proposed W-140 Channel configuration (please see attached). Upon receipt of the letter, LAN submitted the Preliminary Engineering Report and Impact analysis to Flood Control. A copy of the report was provided to Klotz and Associates to prepare a proposal for the detailed design phase and bidding. It is anticipated that a task order for this work will be presented to the Board for approval at the February meeting. There is also a plan to have a special presentation to the Board about the project at the February meeting. The schedule has been extended by 60 days to accommodate for Board approval to start the detailed design phase at the February meeting.

**Traffic Study update.** In last month's Executive Report we mentioned a possible joint traffic study with MetroNational. Since then we have meet with MetroNational and they have decided to conduct a solo traffic study at this time. In light of this development, we have tabled the idea of a traffic study for now until we can move a few of our other big initiatives off our plate. Most likely we will resume the traffic study endeavor in 3 to 6 months.

**Green Street update.** Last month we also reported about the Morgan Group's interest of turning Town & Country Lane into a 'green street' from Attingham Drive all the way to Town & Country Blvd. or beyond. Since our last Board meeting, the Morgan Group has entered into contract with SWA Group to study the concept.

**Environmental concerns.** Recently it was brought to our attention by a concerned citizen about the possibility of toxic dust blowing off our detention basin construction site. The concern stemmed from the fact that an industrial facility was formally on the site. In the due diligence phase of the property acquisition the TIRZ conducted an evaluation of the metals data. The attached report from GSI Environmental dated January 5, 2012, indicates that the soils on the site met all environmental regulations and pose no health hazards to humans.

**Community outreach update.** In December and January attended numerous community events including Spring Branch District annual Christmas party and talked with David Hawes and Helena Brown. Also attended Shadow Oaks HOA meeting and gave a Lumpkin Road presentation, talked with Donna Collum and Brenda Stardig. Attended Super Neighborhood West meeting and talked with Ed Brown. Also attended Grand Parkway Opening Ceremony and talked with Ramesh Gunda and Kerry Gilbert. Attended Memorial Super Neighborhood meeting and gave a special presentation about the TIRZ. Had the honor to attend the Elected Officials Farewell luncheon as a guest of CM Pennington. Went to the Northwest Police Officers BBQ fundraiser at the VFW and talked with Ben Gillis, CM Stardig, Donna Collum, and Officer Chris Engelhardt. Attended Urban Land Institute member's breakfast. Attended the Houston Realty Business Coalition breakfast with Chair Ann Givens as guest of MetroNational, talked to CM Pennington, CM Stardig, CM Robinson, CM Christie, and Jim Jard and had the privilege to meet Texas State Senator John Whitmire.

CIP SCHEDULE - PROJECTS IN PROGRESS  
 January 2014  
 Memorial City Redevelopment Authority  
 TIRZ 17

ID	Task Name	Duration	Finish	Gantt Chart											
				2014	2015	2016									
				Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1		
1	<b>T-1709, Lumpkin Road Improvements</b>	<b>584 days</b>	<b>Thu 7/2/15</b>												
2	Detailed Design	175 days	Mon 5/19/14												
3	ROW Acquisition	130 days	Fri 4/4/14												
4	Construction	409 days	Thu 7/2/15												
5	Complete	0 days	Thu 7/2/15												
6	<b>T-1715A, Barryknoll East</b>	<b>219 days</b>	<b>Wed 7/2/14</b>												
7	Phase I Construction	18 days	Fri 12/13/13												
8	Demobilization	90 days	Fri 3/14/14												
9	Phase II Construction	110 days	Wed 7/2/14												
10	Complete	0 days	Wed 7/2/14												
11	<b>T-1717, Town &amp; Country West</b>	<b>571 days</b>	<b>Fri 6/19/15</b>												
12	Preliminary Design	120 days	Tue 3/25/14												
13	Detailed Design	180 days	Sun 9/21/14												
14	Construction	270 days	Fri 6/19/15												
15	Complete	0 days	Fri 6/19/15												
16	<b>T-1722 Queensbury Signalization</b>	<b>413 days</b>	<b>Mon 1/12/15</b>												
17	Design	172 days	Fri 5/16/14												
18	Construction	240 days	Mon 1/12/15												
19	Complete	0 days	Mon 1/12/15												
20	<b>T-1731A, Briar Branch Detention Basin</b>	<b>84 days</b>	<b>Mon 2/17/14</b>												
21	Construction	84 days	Mon 2/17/14												
22	Complete	0 days	Mon 2/17/14												
23	<b>T-1734, W140 Channel Improvements</b>	<b>811 days</b>	<b>Sun 2/14/16</b>												
24	Preliminary Design	36 days	Tue 12/31/13												
25	Detailed Design	180 days	Sat 8/23/14												
26	Construction	540 days	Sun 2/14/16												
27	Complete	0 days	Sun 2/14/16												



# GUNDA CORPORATION

*Engineers, Planners & Managers*

January 21, 2014

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

RE: TIRZ #17 Queensbury-Town and Country Blvd Signal  
Progress Report for work performed through January 21, 2014  
GUNDA Project #13017-01

Dear Mr. Huml:

**I. Work Performed through January 21, 2014:**

- Attended a meeting with City of Houston (Mazen Abdulrazzak & T Rebagay) and discussed the intersection improvements, storm sewer relocation, AT&T cable relocation and Centerpoint Energy gas line relocation
- Worked on updating the signal modifications

**II. Work anticipated next period:**

- Coordinating with Developer and starting the paper work for obtaining additional ROW corner clip for the signal pole
- Reviewing the ADA ramps and crosswalks (pavers) designed by Kudela & Weinheimer
- Coordinating with CenterPoint Energy to obtain power service for the signal
- Work on median modification plan, storm sewer relocation plan and roadway improvement plan

**III. Upcoming Deliverables:**

- 75% Submittal of Design Plans

**IV. Future Scheduled Meetings:**

- None

**V. Information required:**

- City of Houston approval for Signal Warrant Analysis Study

Sincerely,

Lokesh Vijayagopal, P.E., PTOE



9900 Northwest Freeway  
Houston, Texas 77092  
713-684-4000  
[www.hcfd.org](http://www.hcfd.org)

December 27, 2013

Mr. Derek St. John, P.E., CFM  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark, Suite 400  
Houston, TX 77042

Re: W140-01-00 Modification by TIRZ 17

Dear Mr. St. John:

This letter is in response to e-mail correspondence of December 12, 2013 wherein you provided me a summary of three options you have been discussing with both our Watershed Management Department and also our Urban Channel Design planning committee. As I understand your concern, you are hesitant to proceed with detailed impact analysis and any form of a project development report without some confirmation from Flood Control District that the hydraulic section you are presenting would be acceptable for maintenance. Three options have been presented, being combinations of multiple box culverts and concrete open channel. You are, at this time, recommending multiple box culverts from Gessner Road to Bunker Hill Road and an open concrete vertical wall section from Bunker Hill Road to an existing detention basin owned by TIRZ 17. In that recommended section you have 12 ft. maintenance berms on either side of the box culverts and maintenance berms of 15 ft. and 10 ft. on either side of the concrete channel section.

The idea that the channel sections being proposed depart significantly from the sections outlined in the Flood Control District Policy, Criteria and Procedures Manual (PCPM) is driven by the fact that acquisition of additional right-of-way is prohibitively expensive and disruptive to the community. We concur with this fact. The maintenance access widths are the minimum acceptable for our equipment based on the conceptual channel sections proposed. We will not accept anything less. We do not have adequate information to yet determine if the proposed design section meets our requirements for structural stability and hydraulic capacity which are studies you should undertake and provide as part of the impact analysis you intend to perform (including appropriate supporting field investigations). Of the conceptual sections provided we do want to offer the following comments.

For any modification to one of our channel reaches where we would replace an earthen section (or partial box section) with a full enclosure or concrete vertical wall, we would first want to attempt to maximize the capacity within the right-of-way for obvious difficulties in expanding the section in the future (given our requirements for maintenance access). It appears your conceptual sections do that, but please confirm such to be the case. If this is a case where additional capacity could be achieved if additional mitigation were available, we would like to understand that and determine if there is a partnership role the Flood Control District should take based on the benefit to the community. Any partnership would be a function of funding and Commissioners Court approval.

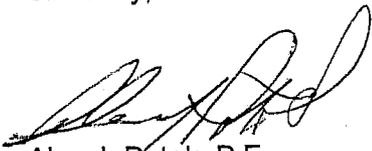
December 27, 2013  
Mr. Derek St. John, P.E., CFM  
Lockwood, Andrews & Newnam, Inc.

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For the conceptual vertical wall section, we request that the channel bottom be a reinforced base that ties the walls together structurally unless there is a sound reason not to do so. Our concern is the section as shown, absent geotechnical and structural analysis, may be unstable. Should you proceed with the box culvert section, please consider converting the three box section to one where the center box has an open top rather than full enclosure.

As a summary statement, either the conceptual box sections or the conceptual vertical wall section is acceptable subject to the changes discussed. However, you must demonstrate that you meet all of the hydraulic and technical design considerations outlined in the PCPM. Should you have any questions, please feel free to contact me or continue to work through the Watershed Management Department.

Sincerely,



Alan J. Potok, P.E.  
Director, Engineering and Construction Division

AJP:abr

cc: ✓ Don Huml, TIRZ 17  
Sandra Musgrove  
Carl Woodward  
Richard Scott  
Steve Fitzgerald  
Mike Talbott  
Russ Poppe

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Krishna P. Jonnalagadda, P.E.  
Fugro Consultants, Inc.  
6100 Hillcroft  
Houston, Texas 77081

Via email: [KJonnalagadda@fugro.com](mailto:KJonnalagadda@fugro.com)

Re: Evaluation of Metals Data, W140 Detention Basin Site, 1150 Bunker Hill Road,  
Houston, Texas.

Dear Mr. Jonnalagadda,

As requested by Fugro Consultants, Inc. (Fugro) on behalf of its client, Lockwood, Andrews & Newnam, Inc. (LAN), GSI Environmental Inc. (GSI) has conducted a preliminary evaluation of data from heavy metals analyses performed on subsurface soil samples collected from the site of the Memorial City Redevelopment Authority (MCRA) W140 Detention Basin project (W140 site) at 1150 Bunker Hill Road in Houston, Texas. Our recommended approach and preliminary scope of work were outlined in GSI Proposal No. P-2190, issued 23 November 2011 and approved by Fugro on 6 December 2011. This letter presents the results of our evaluation and provides recommendations for moving forward with this project.

## **PROJECT OBJECTIVE AND SUMMARY OF KEY FINDINGS**

The objective of this project was to assess recently reported detections of lead and arsenic in subsurface soil samples collected from the W140 Detention Basin site at concentrations exceeding "Texas-specific" background concentrations and Protective Concentration Levels (PCLs), specified in the Texas Risk Reduction Program (TRRP; 30 TAC, Chapter 350). Specific concerns raised by the sample results were i) whether the detected concentrations might represent off-site contamination from an adjacent property which was previously remediated under the Texas Voluntary Cleanup Program (VCP), and if so, ii) whether those soils left in place following excavation of the detention basin could represent a future environmental concern and or trigger a response under the TRRP rule, and iii) whether the soils excavated to construct the pond would require special handling or disposal as a regulated waste.

As detailed in this report, evaluation of the data contained in several reports from the W140 site provided by Fugro, and in reports obtained from the files of the Texas Commission on Environmental Quality (TCEQ) for the former Hurricane Steel Industries site (VCP No. 1064, immediately west of the W140 site), indicates that the arsenic and lead concentrations referenced above are much more likely representative of naturally-occurring background concentrations than of contamination that has migrated from the Hurricane Steel site.

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If the reported arsenic and lead concentrations do in fact result from natural occurrence, rather than from a hazardous constituent release, then the soils when excavated do not constitute a waste requiring special handling or disposal at a regulated facility, but should be acceptable for a beneficial use such as construction fill. Soils remaining following excavation that contain arsenic and lead at the concentrations reported do not pose the potential for an adverse future impact to human health or the environment as detailed later in this report. Since there is no reported evidence of a release of hazardous constituents to the environment on the W140 site, and therefore no requirement for reporting to the TCEQ, the site need not be addressed under the TRRP rule.

The conclusions and opinions presented in this report are based solely on review of the available reports and related documentation for the W140 site and the Hurricane Steel VCP site. Due to the limited amount of data available, there is some level of uncertainty associated with some of the findings. While the level uncertainty could potentially be reduced by further site investigation, additional data acquisition does not appear to be warranted at this time, pending discussion of the findings of this report with the other project stakeholders. However, potential additional investigative tasks that could be applicable if a higher level of certainty regarding our conclusions is desired, are discussed at the conclusion of the report.

## **PROJECT BACKGROUND AND SITE CONDITIONS**

The W140 Detention Basin site consists of approximately 8 acres of undeveloped land located in west Houston, north of Interstate Highway 10 between Bunker Hill and Blalock Roads. A portion of the property is to be excavated to approximately 11 ft below current site grade (i.e., to an elevation approximately 65 ft above mean sea level, msl) to construct a detention pond for storm-water runoff.

A Phase I Environmental Site Assessment (ESA) report prepared by LAN for MCRA and issued August 2011, identified the property adjacent to the west, (i.e., the former Hurricane Steel Industries facility, at 9600 Old Katy Road), as the site of a release of heavy metals to soil and shallow groundwater, which was addressed under the TCEQ Voluntary Cleanup Program (VCP No. 1064). The Phase I report designated the Hurricane Steel site as a Recognized Environmental Condition (REC) warranting further evaluation; however, specific metal contaminants and concentrations were not identified.

As further reported in the Phase I ESA report, several groundwater samples were collected from an existing monitoring well on the W140 property during prior ESA and ESA update investigations conducted in 1991, 1993 and 1996, and the well was resampled by Geotest, Inc. under the direction of LAN in July 2011 as part of the recent ESA. Samples from the well collected during these studies were tested for the RCRA toxicity-characteristic list metals. In the sample collected in 1996, two of the eight RCRA metals, barium and lead, were detected at concentrations below federal maximum concentration limits (MCLs), while the other six, arsenic, cadmium, chromium, mercury, selenium, and silver, were not detected. The most recent groundwater sample was analyzed for barium, chromium, lead and mercury. In that sample, mercury was not detected and the other three metals were detected at levels well below TRRP PCLs.

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A Phase II ESA, conducted by Geotest on behalf of LAN (Geotest, 2011b) included the installation of three soil borings on the W140 property in the vicinity of the monitoring well. One sample from each boring, collected at depths ranging from 10 to 16 ft, was analyzed for the 8 RCRA metals. Detected metals concentrations were compared to TRRP PCLs and Texas-specific background concentrations. Two metals, arsenic and lead, were detected at concentrations above PCLs based on soil-leaching to groundwater and above Texas-specific background levels. Arsenic was detected at concentrations ranging from 3.7 to 14.2 mg/kg with two samples exceeding Texas-specific background (5.9 mg/kg), and lead was detected at concentrations ranging from 6.9 to 23.4 mg/kg with one sample exceeding Texas-specific background (15 mg/kg). No other metal was detected above the Texas-specific background level, and three metals mercury, selenium and silver, were not detected above analytical detection limits.

Review of the file obtained from the TCEQ for the present evaluation showed the primary metal contaminant at the Hurricane site to be zinc, associated with former ponds used for galvanizing operations. Arsenic and lead contamination at the site was relatively minor and not wide-spread, as detailed in a later section of this report. A VCP Certificate of Completion certifying that the site met Risk Reduction Standard No. 2 criteria, (generally equivalent to the current TRRP Remedy Standard A), was issued by the Texas Natural Resource Conservation Commission (TNRCC, predecessor to the TCEQ) in 2003. In addition, the report documented that arsenic and lead were detected at very low levels in only one to two of the 10 site monitoring wells (0.02 to 0.03 mg/L) such that migration from beneath the Hurricane could not have caused a significant off-site groundwater impact. Furthermore, information in the reports showed that groundwater flow is to the north, rather than to the east toward the W140 site.

In addition, although lead and/or arsenic concentrations in two soil samples from the W140 site exceeded Texas-specific background concentrations, the detected levels are within the ranges commonly detected in uncontaminated soils in the U.S., and specifically in Texas, as documented in a report published by the U.S. Geological Survey (i.e., Shacklette and Boerngen, 1984). Furthermore, the soil samples from the W140 site were collected in apparently undisturbed soil at depths 10 ft below ground surface and deeper, several feet above the uppermost groundwater-bearing unit (GWBU). The Phase I did not identify any potential sources of heavy metals contamination on the W140 site and there is no readily apparent mechanism by which metals contamination on the adjacent Hurricane Steel property could impact subsurface soils on the W140 property. Therefore, as described in more detail later in this report, the detected concentrations most likely represent naturally occurring background conditions, rather than "contamination" as characterized in the Geotest Phase II report.

## **DOCUMENTS REVIEWED FOR METALS EVALUATION**

GSI reviewed the following documents provided by Fugro concerning site conditions on the W140 Detention Basin Site property:

- Geotest, 2011a. "Geotechnical Investigation, Memorial City Redevelopment Authority, W140 Detention Pond, Houston, Texas," Report No. 1140182101, prepared for Lockwood, Andrews and Newnam, Inc., by Geotest Engineering, Inc., issued 29 July 2011 (Draft).

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- LAN, 2011. "Phase I Environmental Site Assessment, W140 Detention Basin Feasibility Study, Houston, Texas." Report No. 082011-A, prepared for Memorial City Redevelopment Authority by Lockwood Andrews and Newnam, Inc., issued August 2011.
- Geotest, 2011b. "Phase II Environmental Site Assessment Memorial City Redevelopment Authority, W140 Detention Pond, Houston, Texas," Project No. 130-10384-112, prepared for Lockwood Andrews and Newnam, Inc., by Geotest Engineering, Inc., issued 21 October 2011 (Draft).

Prior ESA and ESA update reports cited in the LAN Phase I ESA were not independently reviewed as part of this evaluation.

The evaluation also included review of documents obtained from the Central Records Department at the TCEQ concerning the former Hurricane Steel Industries site, located adjacent to the west of the subject property, at 9600 Old Katy Road (VCP No. 1064). This site was closed in 2003 to meet Risk Reduction Standard 2 (generally equivalent to the current Remedy Standard A under TRRP). For most of these documents, only excerpts were available from the TCEQ files. A CD containing these materials is provided with this report. The documents include:

- Hill, 1998. "Verification Sampling and Closure Report for PCBs and Metals, Hurricane Steel Industries," prepared for Schindler Brothers by Hill/Liebert, Inc. issued May 1998.
- NEM, 1998. "Verification Sampling and Closure Report for the Former Ponds Area, Former Hurricane Steel Industries," prepared for Schindler Brothers Liquidating by Nickels Environmental Management, issued August 1998.
- InControl, 1999. "Phase II Environmental Site Assessment, Former Hurricane Steel Property," prepared for Levcor, Inc. by InControl Technologies, Inc., issued 23 June 1999.
- InControl, 2000a. "Supplemental Site Investigation Report, Old Katy Road Site, VCP No. 1064," prepared for Levcor, Inc. by InControl Technologies, Inc., issued 9 May 2000.
- TNRCC, 2000. Letter from TNRCC to Levcor, Inc., Re: Comments to Supplemental Site Investigation Report dated May 9, 2000 for former Hurricane Steel Industries, VCP No. 1064, issued 7 September 2000.
- InControl, 2000b. "Response Action Completion Report, Former Hurricane Steel Industries, VCP No. 1064," prepared for Levcor, Inc. by InControl Technologies, Inc., issued 21 November 2000.
- InControl, 2002. Letter from InControl Technologies, Inc. to TCEQ, Re: Response to Comments - August 31, 2002 Comment Letter, Former Hurricane Steel Industries, VCP No. 1064, issued 31 January 2002.

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- TNRCC, 2002. Interoffice Memorandum, Re: Former Hurricane Steel Industries, VCP No. 1064, issued 30 October 2002.
- TNRCC, 2003. Letter from TNRCC to Levcor, Inc., Re: Former Hurricane Steel Industries VCP No. 1064, issued 7 February 2003. (Closure letter providing Certificate of Closure to Risk Reduction Standard 2).

In addition, data for naturally-occurring background concentrations of metals in the US, was obtained from:

- Shacklette and Boerngen, 1984. "Element Concentrations in Soils and Other Surficial Materials of the Conterminous United States," by H.T. Shacklette and J.G. Boerngen, U.S. Geological Society Professional Paper 1270, Washington, 1984.

The following U.S. EPA guidance from Office of Solid Waste and Emergency Response (OSWER) concerning the regulatory status of soils excavated for construction activities was also reviewed:

- USEPA, 1992. Letter from Sylvia K. Lowrance, Director, Office of Solid Waste, U.S. Environmental Protection Agency, to Douglas Green, Piper and Marbury, 11 June 1992. 9441.1992(16).
- USEPA, 1995. Letter from Michael Shapiro, Director, Office of Solid Waste, U.S. Environmental Protection Agency, to Janell Bergman, Roy F. Weston, Inc., 14 June 1995. 9554.1995(01).

## DETAILED RESULTS OF METALS DATA EVALUATION

The following paragraphs present a more detailed discussion of the data supporting the principal conclusions stated in the introductory section of this report.

***Metals Concentrations in Soil at the W140 Site Are Probably Naturally Occurring.*** As stated above, based on available data, it is much more likely that the detected concentrations of arsenic and lead in subsurface soil samples at the W140 site are indicative of naturally-occurring background conditions rather than contamination from the adjacent VCP site. This is supported by i) the fact that the concentrations reported are within the expected range from natural occurrence, ii) contamination by arsenic and lead on the adjacent VCP site was relatively minor, and iii) there is no realistic mechanism by which lead from the VCP site could impact subsurface soil underlying the W140 site.

With respect to the first point, the detected concentrations do not exceed Texas-specific background concentrations by significant margins. The Texas-specific background concentration for arsenic is 5.9 mg/kg and for lead is 15 mg/kg. The *maximum* detected concentrations were for arsenic 14.2 mg/kg (2.4 times) and for lead 23.4 mg/kg (1.5 times). For arsenic, the average concentration of the three samples was only 10 mg/kg, which is less than 2 times the Texas-specific background, and for lead the average was 14 mg/kg, actually slightly less than the Texas-specific background value. In addition,

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the levels are within the range of concentrations reported for undisturbed soils reported in published sources (i.e., Shacklette and Boerngen, 1984), which reports values in Texas up to 18 mg/kg for arsenic and up to 30 mg/kg for lead.

On the second point, review of TCEQ file information from the adjacent former Hurricane Steel Industries site, (VCP No. 1064) does not indicate significantly elevated concentrations or wide-spread impacts associated with either arsenic or lead. This is consistent with the fact that neither metal was apparently directly associated with the primary industrial process at the site. Hurricane Steel produced galvanized steel fencing and other galvanized products and the primary metallic constituent of concern (COC) was zinc. Lead and arsenic contamination appears to have been merely incidental. The maximum reported concentrations in shallow soil at the site were 69 mg/kg arsenic and 120 mg/kg lead. Both these maximum results appear to be outliers; out of more than 40 samples reported (InControl, 2000b) only three other samples contained lead above 50 mg/kg and only one of these contained more than 100 mg/kg lead, and no other sample contained arsenic above 20 mg/kg.

With respect to the third point, there simply is no plausible mechanism by which arsenic or lead could have migrated from shallow soil on the VCP site to subsurface soil on the W140 site. There is limited indication of impacts to deeper soil or groundwater on the VCP site and no indication of off-site migration. Results of synthetic precipitation leaching procedure (SPLP) testing on soils there showed no significant leaching potential for soil containing comparable or higher concentrations of arsenic and lead. A soil sample containing 120 mg/kg lead was tested by SPLP and yielded 0.01 mg/L, and a sample containing arsenic at 10 mg/kg yielded <0.01 mg/L, demonstrating no significant potential for either metal to leach from soil to groundwater at significant concentrations.

Lack of significant leaching potential is empirically supported by the groundwater data from the site. Samples from 10 monitoring wells on site showed only 2 detections of arsenic at 0.02 and 0.03 mg/L, slightly above the drinking water standard (<sup>GW</sup>GW<sub>ing</sub> PCL) of 0.01 mg/L, and only one detection of lead at 0.02 mg/L, slightly above the <sup>GW</sup>GW<sub>ing</sub> PCL of 0.015 mg/L. Sample turbidity data were not available and therefore, a false positive result due to reaction between the acid sample preservative and any suspended sediment cannot be ruled out on the basis of the available information. Even if, hypothetically, there had been a significant release of arsenic and or lead to groundwater on the adjacent site, reports from the VCP files indicate no off-site impacts and that groundwater flow is to the north under the site, not to the east, toward the W140 site. In addition, the groundwater sample analyzed from the well on the W140 site did not contain significant concentrations of either metal. Thus, hypothetical migration via groundwater with subsequent sorption onto vadose zone soils is also implausible, and there is no reasonable mechanism by which metals contamination from the Hurricane site could impact soils at depths 10 to 14 feet below grade in apparently undisturbed soil at the W140 site.

***Soils at the W140 Site Pose No Threat of Adverse Environmental Impact.*** As to the question of the potential for a future environmental or human health impact from soils remaining at grade following excavation to construct the pond, there is no reasonable mechanism for adverse exposure to arsenic or lead concentrations above regulated, human health-based levels, based on the observed concentrations in the subsurface

soil. First, the detected levels are well below residential TRRP PCLs based on direct contact criteria (i.e., particulate ingestion or inhalation and or dermal contact). The PCLs for these combined direct contact exposure pathways, (designated <sup>Total</sup>Soil<sub>Comb</sub>) for arsenic and lead are 24 and 500 mg/kg, respectively. The maximum detected concentrations of both metals are below these levels.

Second, there is no reasonable potential for the detected concentrations in soils to impact underlying shallow groundwater. Future use of the land as a detention basin could result in periodic hydraulic mounding and this could potentially result in percolation of impounded stormwater to shallow groundwater. Percolation through soils containing arsenic and lead concentrations above PCLs based on soil-groundwater leaching criteria could hypothetically result in an impact. The Tier 1 default PCLs for this exposure pathway (designated <sup>GW</sup>Soil<sub>Ing</sub>) for arsenic and lead are 2.5 and 1.5 mg/kg, respectively, (below Texas-specific background) and the maximum detected concentrations of arsenic and lead exceed the PCLs by factors of 5.7 and 15.6, respectively. However, testing of soils on the adjacent VCP site using the synthetic precipitation leaching procedure (SPLP) showed that soil containing 10 mg/kg arsenic, equivalent to the average concentration in the three W140 site soil samples, did not yield detectable arsenic, and that soil containing 120 mg/kg lead, significantly higher than the maximum detected on the W140 site, yielded only 0.01 mg/L lead, equivalent to the drinking water standard. Although the soils tested at the two sites were from different depth horizons (10 to 16 ft at the W140 Detention Basin and 4 to 6 ft at the VCP No. 1064 site), the soils in both cases were primarily clay, which would likely have similar properties relative to the potential leachability of metals.

Therefore, there is no significant potential for adverse exposures associated with exposure pathways that are, in TRRP parlance, "reasonably expected to be complete" associated with soil containing arsenic and or lead at the concentrations detected at the W140 site. Accordingly, i) construction of the ponds would not be expected to create an adverse human health or environmental impact, ii) the conditions at the site do not indicate a hazardous constituent release that would need to be addressed under the TRRP rule, and iii) a condition requiring reporting to the TCEQ is not indicated.

***Soils Excavated from the W140 Site Do Not Require Special Handling.*** If, as indicated by all the evidence described above, the detected metals concentrations are, in fact, naturally-occurring, and not "contamination" caused by a release of hazardous constituents to the environment, then the soils, when excavated, would not be, by definition, a waste, and would therefore not require classification and disposal as a waste. Further, U.S. EPA OSWER guidance (e.g., USEPA, 1992, and USEPA, 1995) indicates that excavation of soils for construction and maintenance purposes, as opposed to removal for environmental remediation, does not constitute a waste-generating activity, and therefore soils excavated for construction are not a waste subject to RCRA regulation, even though they may in some cases contain *anthropogenic* contaminants above regulatory criteria. Therefore, it is unlikely under any reasonable interpretation that the soils excavated from the W140 site could be construed to be a regulated waste requiring special handling or disposal. Given the very low concentrations of arsenic and lead detected, which demonstrate no potential for adverse exposure, the excavated soils would most likely be acceptable for a beneficial use such as construction fill. Further, since direct contact criteria PCLs (which are based on long-term exposure and would thus be more stringent than limits based on short-term,

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construction worker exposure scenarios) are not exceeded, excavation activities should not require air monitoring, use of respiratory protective equipment, or other special protective measures for workers beyond routine nuisance-dust suppression.

## RECOMMENDATIONS FOR POTENTIAL SUPPLEMENTAL EVALUATIONS

As stated in the introductory section of this report, and as with virtually any environmental evaluation of soil conditions, there is some level of uncertainty associated with the findings and conclusions of this assessment of the existing data. The findings are based on a limited amount of data presented in reports of investigations which were not specifically designed to assess the issues outlined in this evaluation, and over which GSI exercised no control. In addition, GSI personnel have not visited the site, were not witness to the investigations performed, and did not conduct any independent investigation or verification of the data provided. The soil samples collected from the W140 site were conducted from only a very limited part of the site near an existing monitoring well and may not necessarily be representative of the site in general. At the specified locations, only the subsurface soils were analyzed and no data are available to demonstrate that elevated levels of arsenic and or lead are not present at shallower depths, providing a potentially plausible alternative explanation of site conditions.

One response to such uncertainty is to acquire additional data in hopes of reducing the level of uncertainty. Options for additional investigation aimed at this objective are provided below. However, notwithstanding the foregoing, the available data which strongly indicate natural occurrence of the detected arsenic and lead concentrations, the lack of any indication of potential for adverse environmental impacts associated with the detected concentrations, and, just as importantly, the absence of any reasonable basis for attributing the detected concentrations to "contamination" resulting from a hazardous constituent release, all indicate that acquisition of additional site data is unwarranted based on purely scientific or regulatory grounds.

On the other hand, if stakeholders in the project determine that further reduction of the level of uncertainty is desirable, some or all of the following activities could be implemented:

- Present the findings and conclusions of this report regarding the absence of contamination to the TCEQ for concurrence;
- Present the findings and conclusions of this report regarding the potential beneficial re-use of the soils to be excavated from the site to a potential end-user of the material (e.g., Texas D.O.T.);
- Conduct SPLP testing on soil samples analyzed for the Phase II ESA (which have been confirmed to remain at the laboratory) to confirm no significant potential for leaching;
- Conduct further research into naturally-occurring background concentrations of arsenic and lead in Gulf Coast Texas soils;

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- Conduct more extensive soil sampling and testing (employing analyses for bulk concentration and SPLP) over the area to be excavated (e.g., on a three dimensional grid) to more accurately quantify concentrations of, and leaching potential for, arsenic and lead.

If requested, we will be happy to discuss these potential options further with you and your clients and to develop a proposal for implementation.

The findings, conclusions and recommendations in this report are based on a very limited amount of data provided to GSI by other parties (i.e., Fugro and TCEQ). GSI cannot verify the completeness or accuracy of this information and has not independently collected any confirmatory data. The conclusions are based on the assumption that significantly more elevated concentrations of arsenic, lead and or other constituents are not present at the site as result of a past release. Accordingly, GSI assumes no liability relating to any recommendations or actions by Fugro, its clients(s), W140 Detention Basin stakeholders, or any other related parties in connection with this matter based on the findings, conclusions or recommendations of our report.

Should you have any questions concerning this report, please call me at 713-522-6300 or contact me by email at <rslee@gsi-net.com>. We appreciate the opportunity to propose our services and look forward to working with you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Lee', written in a cursive style.

Robert S. Lee, P.G.  
Vice President

RSL/rsi  
w/ attachment

cc: Mr. Muhammad Ali  
Lockwood, Andrews & Newnam, Inc.



END OF REPORT