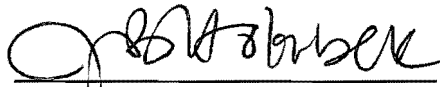


TIRZ 17 Redevelopment Authority  
Memorial City Redevelopment Authority  
Houston, Texas

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on Tuesday, December 2, 2014, at **8:00 a.m.**, at **Westin Houston Memorial City, Hibiscus Ballroom on 3<sup>rd</sup> Floor, 945 Gessner**, Houston, Texas 77024, 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 meetings dated October 28, 2014, and November 19, 2014.
4. Order Adopting Procedures for Continuing Disclosure Compliance.
5. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
6. Authorize execution of checks to pay bills during holidays.
7. Ratify FY2015 Operating Budget approved by City Council.
8. Approve term sheet for Moody Rambin development agreement.
9. Special presentation to the Board by the Texas Department of Transportation: "Hike and Bike Trail from Memorial Drive to Terry Hershey Park."
10. Review and approve proposal from the Texas Department of Transportation for hike and bike trail.
11. Authorize interlocal agreements for W-140 and Briar Branch Detention Basin.
12. Review and approve task order from SWA Group for detailed landscape design of W-140 Channel project.
13. Open discussion about combining Briar Branch Channel Improvements Phase II and Phase III.
14. Lumpkin Road improvement project, including:
  - a. Task orders from Lockwood, Andrews, Newnam, Inc. for construction management and inspection, construction phase services, and construction materials testing.
  - b. Task order from SWA Group for construction phase services.
  - c. Temporary Right of Entry and Construction Agreement with Houston Community College System.
15. Discuss Spring Valley Village letter response and take appropriate action.
16. Grant funding opportunities update.
17. Executive Director's Report.
18. Convene in Executive Session pursuant to Section 551.074, Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
19. Reconvene in Open Session and authorize appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
20. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
21. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease, or value of real property.
22. Adjournment.

  
\_\_\_\_\_  
Attorney for the Authority

518109.docx

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.

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

October 28, 2014

The Board of Directors (the "Board") of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the "Authority") met in regular session, open to the public, on October 28, 2014, at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024.

Board members in attendance:

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

Board members not in attendance:

David A. Hamilton, Director

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Michelle Lofton of ETI Bookkeeping Services  
Raphael Ortega and Muhammad Ali of Lockwood, Andrews & Newnam, Inc. ("LAN")  
Ramesh Gunda of Gunda Corporation, LLC  
Jessica Holoubek and Kristen Hogan of Allen Boone Humphries Robinson LLP ("ABHR")  
Gary Struzick and Ed Conger - Klotz Associates, Inc. ("Klotz")  
Steve Bonjonia of Property Acquisition Services, LLC ("PAS")  
Jim Webb and Barry Goodman of The Goodman Corporation ("TGC")

City of Houston (the "City") representatives in attendance:

Jennifer Curley  
City Council Member Oliver Pennington

**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 Caddy commented on the W151 channel and a related presentation by the Harris County Flood Control District. He also commented on potential detention sites.

Mr. Ed Browne commented on the letter sent to the Authority from Brown & Gay Engineers, Inc. ("B&G"), on behalf of the City of Spring Valley Village, regarding its review of the Briar Branch detention basin impact analysis report and models. He then commented on potential detention sites, including the bus barn.

Ms. Virginia Gregory commented on the B&G letter, detention flows from commercial development, actual detention capacity compared to that reflected in analyses, and prior correspondence from the Harris County Flood Control District.

Ms. Roberta Prazak commented on lack of representation at today's meeting from Councilmember Oliver Pennington's office and Councilmember Brenda Stardig's office. She reiterated Mr. Caddy's comments regarding the W151 channel. She also commented on discussions at the super neighborhood meeting regarding proposed work at Bentwood Park.

Ms. Donna Freedman commented on the limited time available for public comments at Authority meetings. She commented on issues identified in the letter from B&G. She also commented on charges from Klotz for attending the Shadow Oaks Homeowners Association meeting.

## **3. Minutes of September 30, 2014 Meeting**

The Board reviewed the minutes of the September 30, 2014, regular meeting. Following review and discussion, Director Givens moved to approve the minutes as submitted. The motion was seconded by Director Airola and carried unanimously.

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

Ms. Lofton reviewed the financial report for September and presented checks for payment by the Authority. After review and discussion, Director Tucker moved to approve the financial report and payment of the bills presented. The motion was seconded by Director Hodges and passed by unanimous vote.

**5. Ratify FY 2015 Operating Budget and 2015-2019 CIP Plan as Amended by CIP Committee**

The Board reviewed the 2015 operating budget and 2015-2019 CIP Plan, as revised by the CIP Committee. Upon a motion made by Director Givens and seconded by Director Rickel, the Board voted unanimously to approve the budget and CIP Plan as amended and authorize submittal to the City.

**6. Report on Status of Annexation and Discuss Second Amendment to Project Plan and Reinvestment Zone Financing Plan**

Ms. Holoubek distributed and reviewed the proposed Second Amendment to Project Plan and Reinvestment Zone Financing Plan associated with the proposed annexation of property into the TIRZ 17 boundaries. She said the maps will be incorporated as exhibits prior to submission to City Council for approval, which is currently scheduled for December 3, 2014. Ms. Holoubek said the final amendment will be presented to the Board for ratification following City approval. After review and discussion, Director Hodges moved to adopt a Resolution Approving Second Amendment to Project Plan and Reinvestment Zone Financing Plan and authorize submittal of the amendment to the City. Director Freels seconded the motion, which passed unanimously.

**7. Provide Copy of Insurance Renewal for Workers Compensation for Record**

Mr. Huml presented correspondence from Texas Municipal League along with declarations of coverage for the Authority's 2014-2015 worker's compensation coverage.

**8. Presentation to the Board by Moody Rambin: Town & Country Blvd. and Queensbury Lane Intersection**

Mr. Dan Moody gave a presentation regarding the history of discussions and plans for the intersection of Town & Country Blvd. and Queensbury Lane and the City's request for the intersection to be realigned. Mr. Gunda gave a presentation on the proposed realignment plans. Mr. Moody requested that the Board consider accelerating the project. In response to questions from the Board, Mr. Huml said the project is included in the CIP, but is not included in the proposed 2015 budget. Discussion ensued regarding justification for the project in anticipation of additional office building construction and traffic. Mr. Moody responded to questions regarding his intent to preserve existing trees in the right-of-way, noting any trees that are unable to be preserved will be replaced with new trees. Ms. Holoubek responded to questions regarding a proposed development agreement between the Authority and Moody Rambin for the project, which agreement would require Moody Rambin to finance the project, subject to be reimbursed by the Authority in the future. Mr. Gunda reviewed

the projected schedule and costs for the project. Several Board members expressed support for the project.

**9. Authorize Negotiation and Preparation of Development Agreement with Moody Rambin for the Purpose of Realignment of the Town & Country Blvd. and Queensbury Lane Intersection**

The Board considered authorizing preparation of a term sheet for a proposed development agreement between the Authority and Moody Rambin for the realignment of the Town & Country Blvd./Queensbury Lane intersection. After discussion, Director Airola moved to authorize Ms. Holoubek to coordinate with Moody Rambin and the City to prepare a term sheet for the Board's consideration. Director Hodges seconded the motion, Director Freels abstained, and the motion carried.

**10. Presentation to the Board by The Goodman Corporation: Available Funding Opportunities**

Mr. Webb gave a presentation to the Board regarding potential grant funds available for projects included in the Authority's CIP, including a current call for projects from the Houston-Galveston Area Council ("H-GAC"). He responded to questions from the Board regarding eligibility requirements and the process for applying for grant funds. Mr. Webb discussed requirements related to preparation of bidding documents for projects proposed for grant funding, noting such requirements do not cause significant delays or additional costs. Messrs. Goodman and Webb responded to questions regarding previous success of TGC to secure grant funds for its clients, the likelihood of receipt of grant funds for Authority projects, and TGC's services to assist with preparation of Authority projects to pursue grant funding. Mr. Webb said he is meeting with the City on October 29, 2014, to discuss three projects eligible for grant funds currently available through the H-GAC call for projects. He then reviewed other grant funding options in addition to the current H-GAC call for projects.

**11. Review and Approve Proposal from The Goodman Corporation for Professional Services in Order to Assist TIRZ 17 to Identify and Implement Grant Funding Opportunities**

In response to questions from the Board, Mr. Huml said the CIP Committee included \$100,000 in the 2015 budget for pursuing grant funds for Authority projects. After review and discussion, Director Freels moved to approve the proposal from TGC to assist the Authority with identifying and applying for grant funding opportunities for an annual total cost not to exceed \$135,000. Director Hodges seconded the motion. Director Rickel asked Mr. Huml to provide an accounting of the incurred costs with each monthly invoice submitted by TGC. The Board agreed its engagement of TGC will

be re-evaluated after one year. Upon calling for a vote on the pending motion, all of the Board members in attendance voted aye and the motion passed by unanimous vote.

**12. Task Order from Klotz for CIP #1734B, Bunker Hill Bridge and Related Flood Mitigation Phase I Preliminary Engineering Report, Contingency on City Council Approval**

The Board reviewed a proposal from Klotz to (1) prepare a phase I preliminary engineering report for proposed improvements to the storm sewer systems referred to as “straws” to drain the subdivisions and (2) conduct a feasibility assessment of potential improvements to the Bunker Hill Road bridge at Briar Branch. After review and discussion, Director Givens moved to approve the proposal from Klotz for a fee of \$156,745, subject to City Council approval of the 2015 budget. Director Tucker seconded the motion. Director Rickel encouraged Klotz to engage with Mr. Ed Browne on the work. Upon calling for a vote on the pending motion, all of the Board members in attendance voted aye and the motion passed by unanimous vote.

Director Tucker commented on the isolated area along Lumpkin and the possibility of installing lighting and/or an emergency phone for safety purposes. Director Givens discussed cleanout work needed in the Briar Branch channel and the possible installation of lighting along the channel.

**13. Task Order from LAN for CIP #1734, W140 Channel Improvements, Response to Brown and Gay Letter**

Mr. Huml reviewed a proposal from LAN to prepare a response to the letter from B&G for a fee not to exceed \$10,150. Mr. Ali discussed the work required to prepare a technical response letter, including preparation of exhibits and tables to respond to specific questions from B&G. Discussion ensued regarding whether incurring additional costs to respond to the B&G letter is necessary since the Harris County Flood Control District previously approved the Briar Branch detention basin impact analysis report and all requested data has been provided to B&G by the Authority. After discussion, Director Freels moved to authorize LAN to proceed with preparation of a response of Spring Valley is willing to split the associated cost. Director Rickel seconded the motion, which passed unanimously.

**14. Barryknoll East Improvement Project**

Mr. Ali updated the Board on the Barryknoll East roadway and drainage improvement project by Texas Sterling Construction Co. He noted the project is complete and the contractor is addressing punch list items. Mr. Ali reviewed and recommended payment of Pay Estimate No. 16 in the amount of \$55,772.91. Director Rickel discussed a section of asphalt that does not appear to be the same quality surface



as the remainder of the road. Mr. Ali said he will address the issue with the contractor. Following discussion and review and based upon the engineer's recommendation, Director Rickel moved to approve Pay Estimate No. 16 in the amount of \$55,772.91 to Texas Sterling Construction Co. The motion was seconded by Director Givens and carried unanimously.

**15. Executive Director's Report**

Mr. Huml noted the written Executive Director's report is included in the meeting materials and includes status reports on Authority projects.

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

At 9:29 a.m., Mr. Huml announced the Board would convene in executive session to deliberate the purchase, exchange, lease or value of real property. All attendees left the meeting except the Board members, Mr. Huml, Ms. Curley, Ms. Holoubek, Ms. Hogan, Mr. Ortega, Mr. Ali, and Mr. Struzick.

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

At 9:48 a.m., Mr. Huml announced the Board would reconvene in open session. Upon reconvening in open session, Director Givens moved to authorize Director Freels to continue negotiating and execute a purchase and sale agreement. Director Hodges seconded the motion, which passed unanimously.

**18. Review and Approve Task Order from Klotz for CIP #1735, Detention Basins Feasibility Study**

The Board reviewed a proposal from Klotz to prepare a feasibility analysis associated with the proposed construction of a regional detention basin. Following review, Director Rickel moved to approve the proposal from Klotz for a fee of \$39,500. Director Airola seconded the motion, which carried by unanimous vote.

**19. Review and Approve Task Order from LAN for Professional Engineering Consulting Services**

The Board reviewed a proposal from LAN for engineering consulting services associated with implementation of the Authority's CIP. Director Rickel moved to approve the proposal for services to be provided on an hourly basis with the total cost not to exceed \$40,000. Director Givens seconded the motion, which passed unanimously.

**20. Adjournment**

There being no additional matters for the Board's consideration, Director Rickel moved to adjourn the meeting. Director Hodges seconded the motion, which passed unanimously.

Approved:

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

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

November 19, 2014

The Board of Directors (the “Board”) of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the “Authority”) met in special session, open to the public, on November 19, 2014, at the HEB Community Room, 9710 Katy Freeway, Houston, Texas 77055.

Board members in attendance:

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

Board members not in attendance:

Glenn Airola, Secretary  
Zachary R. Hodges, Director

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Jessica Holoubek and Veronica Seguin of Allen Boone Humphries Robinson LLP (“ABHR”)  
Gary Struzick - Klotz Associates, Inc. (“Klotz”)  
Muhammad Ali of Lockwood, Andrews & Newnam, Inc. (“LAN”)

City of Houston (the “City”) representatives in attendance:

Jennifer Curley

**1. Call Meeting to Order**

Having established that a quorum of the Board was present, Mr. Huml called the meeting to order at 8:03 a.m.

**2. Lumpkin Road Improvement Project**

Mr. Ali reported on bids received for the Lumpkin Road Improvement Project, noting the project was bid in two phases and the portion outside the boundaries of the District will not commence until the property is annexed into the District. He recommended that the contract be awarded to SER Construction Partners, LLC in the amount of \$11,142,521.40. Ms. Holoubek explained that award of the contract at today’s

meeting is subject to final execution of the plans by the City. The Board concurred, in its judgment, that SER Construction Partners, LLC is a responsible bidder who will result in the best and most economical completion of the project. After review and discussion and based on LAN's recommendation, Director Hamilton moved to award the contract to SER Construction Partners, LLC in the amount of \$11,142,521.40. Director Rickel seconded the motion, which passed unanimously.

**3. Review and Approve Task Order from Klotz Associates for "CIP #T-1735, Detention Basins Feasibility Study Amendment**

Mr. Struzik reviewed an Amendment to the Scope for Civil Engineering Services from Klotz Associates to prepare additional hydrologic and hydraulic analysis of the drainage system to present to the City of Houston for comment. Mr. Struzik stated that the additional analysis will cost \$9,500 and that he anticipates completion of the analysis in 2-3 weeks. After review and discussion, Director Rickel moved to approve the Amendment to the Scope for Civil Engineering Services from Klotz Associates. Director Tucker seconded the motion, which passed unanimously.

**4. Adjournment**

There being no additional matters for the Board's consideration, Director Freels moved to adjourn the meeting. Director Tucker seconded the motion, which passed unanimously.

Approved:

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

**Memorial City Redevelopment Authority**  
**Cash Management Report**

October 31, 2014

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

Fiscal Year End: June 30, 2015

**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	19,210,182.37	9,323,364.52	841,898.93	29,375,445.82
Revenue	1,918.59	1,535.07	27.51	3,481.17
Expenditures	28,125.79	185,718.13	0.00	213,843.92
Ending Balance	19,183,975.17	9,139,181.46	841,926.44	29,165,083.07

**NOTES**

Debt Service Payments due in Fiscal Year End 2015:

Date	Series	Principal	Interest	Total
9/1/2014	2008	430,000.00	180,670.00	610,670.00
9/1/2014	2011	540,000.00	161,184.00	701,184.00
9/1/2014	2011A	1,690,000.00	536,497.50	2,226,497.50
3/1/2015	2008	-	171,102.50	171,102.50
3/1/2015	2011	-	151,248.00	151,248.00
3/1/2015	2011A	-	503,965.00	503,965.00
			<b>Total FYE 2015</b>	<b>4,364,667.00</b>

## General Operating Fund

<b>BEGINNING BALANCE:</b>		<b>19,210,182.37</b>
<b>REVENUE:</b>		
Checking Interest - Bank of America	1,619.04	
Texpool Interest	19.91	
Wells Fargo/TexSTAR (Surplus Funds) Interest	279.64	
Voided Check (s)	0.00	
<b>Total Revenue:</b>		<b>1,918.59</b>
<b>DISBURSEMENTS:</b>		
Checks Presented At Last Meeting	13,164.48	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,045.76	
Direct Deposit Payroll	8,001.80	
Payroll Taxes	1,723.92	
Employee Retirement	2,875.00	
Employee Expenses	1,314.83	
<b>Total Expenditures</b>		<b>28,125.79</b>
<b>Ending Balance:</b>		<b>19,183,975.17</b>

### Location of Assets:

Institution	Investment Number	Interest Rate	
Bank of America	*9516	0.2000	9,511,517.37
TexPool	*0001	0.0268	873,506.69
Wells Fargo *	TexSTAR Surplus Funds	0.0385	8,553,951.11
Texas Exchange Bank CD	*3601	0.7000	245,000.00
		<b>Total</b>	<b>19,183,975.17</b>
Certificate of Deposit	CD *4215	Term: 12 Months	Matures: 09/28/2015

**Memorial City Redevelopment Authority  
Checks Presented December 2, 2014**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
1423	Allen Boone Humphries Robinson LLP	Legal Fee	-7,864.19
1424	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1425	ETI Bookkeeping Services	Bookkeeping Fee	-1,031.74
1426	Marsh Darcy Partners, Inc	Office Lease	-1,244.96
1427	McCall Gibson Swedlund Barfoot PLLC	Auditor	-2,500.00
<b>Total</b>			<b>-13,040.89</b>

## Capital Projects Fund

<b>BEGINNING BALANCE</b>		<b>9,323,364.52</b>
<b>REVENUE</b>		
Checking Interest - Bank of America	1,527.32	
TexPool Interest	7.75	
Voided Check(s)	0.00	
<b>Total Revenue</b>		<b>1,535.07</b>
<b>EXPENDITURES</b>		
Checks Presented at Last Meeting	184,694.06	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,024.07	
<b>Total Expenditures</b>		<b>185,718.13</b>
<b>ENDING BALANCE</b>		<b>9,139,181.46</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.2000	8,799,635.21
Tex Pool	*0003	0.0268	339,546.25
		<b>Total</b>	<b>9,139,181.46</b>



**Memorial City Redevelopment Authority  
Checks Presented December 2, 2014**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
10273	Allen Boone Humphries Robinson LLP	Legal Fee	-4,530.75
10274	City of Houston - Water Bill	Water	-197.14
10275	Klotz Associates Inc	Engineering Consultant	-58,608.16
10276	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-90,776.58
10277	SWA Group	Landscape Architect Services	-20,096.20
<b>Total</b>			<b>-174,208.83</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>841,898.93</b>
<b>REVENUE</b>		
Wells Fargo/TexSTAR (2008 DSF) Interest	27.02	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.49	
<b>Total Revenue</b>		<b>27.51</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>841,926.44</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0385	826,577.41
Wells Fargo *4603	TexSTAR DS Reserve	0.0385	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0385	15,076.86
		<b>Total</b>	<b>841,926.44</b>

**Memorial City Redevelopment Authority  
Investment Report  
October 31, 2014**

**SCHEDULE OF INVESTMENTS**

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.			Market	N.A.V.	
GOF	TexPool	0.0268	877,729.27	1.00006	19.91	(4,189.83)	873,550.37	1.00005	873,506.69
GOF	Wells Fargo/ TexStar	0.0385	8,554,039.28	1.000043	279.64	(0.00)	8,554,404.47	1.000053	8,553,951.11
CPF	TexPool	0.0268	339,568.87	1.00006	7.75	0.00	339,563.23	1.00005	339,546.25
DSF	Wells Fargo/ TexStar DSF	0.0385	826,585.93	1.000043	27.02	0.00	826,621.22	1.000053	826,577.41
DSF	Wells Fargo/ TexStar Res.	0.0385	272.18	1.000043	0.00	0.00	272.18	1.000053	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0385	15,077.02	1.000043	0.49	(0.00)	15,077.66	1.000053	15,076.86

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	0.7000	245,000.00	12 Months	9/28/2015	245,000.00	0.00	0.00	245,000.00

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	18,311,152.58	Federal Reserve	23,553,733	FNCL	22,657,741	23,553,733

**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.

*Nichelle Dyster*  
Bookkeeper

*Don Huml*  
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**  
**October 2014**

	October			Year To Date (4 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
1000 · Income							
8223 · Interest Income	5,344	5,794	-450	16,305	23,178	-6,873	69,533
<b>Total 1000 · Income</b>	<b>5,344</b>	<b>5,794</b>	<b>-450</b>	<b>16,305</b>	<b>23,178</b>	<b>-6,873</b>	<b>69,533</b>
6-4320 · Increment Collections	0	0	0	9,675,318	0	9,675,318	10,170,258
<b>Total Income</b>	<b>5,344</b>	<b>5,794</b>	<b>-450</b>	<b>9,691,623</b>	<b>23,178</b>	<b>9,668,445</b>	<b>10,239,791</b>
<b>Expense</b>							
3335 · Management Consulting Services							
6320 · Legal	7,864	3,333	4,531	39,273	13,333	25,940	40,000
6322 · Eng Consultant/General Prof.Svc	0	4,167	-4,167	13,906	16,667	-2,761	50,000
6337 · Construction Audit	0	0	0	0	0	0	10,000
6343 · Other	28	0	28	2,360	0	2,360	0
<b>Total 3335 · Management Consulting Services</b>	<b>7,892</b>	<b>7,500</b>	<b>392</b>	<b>55,539</b>	<b>30,000</b>	<b>25,539</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	2,660,000	2,560,000	100,000	2,560,000
5708 · Interest	0	0	0	878,352	878,352	0	1,806,771
<b>Total 5706 · Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,538,352</b>	<b>3,438,352</b>	<b>100,000</b>	<b>4,366,771</b>
6-6420 · City of Houston Admin Fee	0	0	0	0	0	0	508,513
6300 · Administration & Overhead							
6321 · Auditor	2,500	1,000	1,500	18,500	17,000	1,500	17,000
6333 · Bookkeeping/Accounting	950	875	75	4,182	3,500	682	10,500
6340 · Administration Salaries/Benefit	12,458	11,833	625	44,104	47,333	-3,229	142,000
6344 · Bond Svcs/Trustee/FA	400	400	0	1,600	1,600	0	4,800
6350 · Office Expense	1,315	1,250	65	5,301	5,000	301	15,000
6351 · Office Lease	1,245	1,250	-5	5,369	5,000	369	15,000
6353 · Insurance / FDIC Assess.Fee	2,070	3,750	-1,680	11,457	15,000	-3,543	45,000
6560 · Payroll Expenses	142	0	142	569	0	569	0
<b>Total 6300 · Administration &amp; Overhead</b>	<b>21,080</b>	<b>20,358</b>	<b>722</b>	<b>91,082</b>	<b>94,433</b>	<b>-3,351</b>	<b>249,300</b>
7000 · Capital Expenditure							
1701 · Gessner Widening	0	0	0	103	0	103	0
1709 · Lumpkin I-10 Westview	2,965	141,667	-138,702	80,893	566,667	-485,774	1,700,000
1713 · Memorial near Bwy 8 Drainage	0	0	0	113	0	113	0
1715A · Barryknoll East Drainage	0	515,293	-515,293	1,041,390	2,061,170	-1,019,780	6,183,510
1715B · Barryknoll West Drainage	0	13,833	-13,833	0	55,333	-55,333	166,000
1717 · Town & Country W. Drain/Mobil	68,440	183,333	-114,893	219,914	733,333	-513,419	2,200,000

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

	October			Year To Date (4 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1722 · Town & Country Blv Signalizatn	0	41,667	-41,667	35	166,667	-166,632	500,000
1724 · Gessner at Barryknoll Intersec.	103	0	103	103	0	103	0
1725 · Parks & Green Space Improv.	5,246	41,667	-36,421	42,324	166,667	-124,343	500,000
1731A · Detention Basin & W-140 Bridge	505	183,333	-182,828	124,736	733,333	-608,597	2,200,000
1731B · Memorial Drainage & Mobility	0	0	0	205	0	205	0
1734 · W140 Channel Improvements	73,458	46,333	27,125	251,134	185,333	65,801	556,000
1735 · Detention Basin	23,464	1,250,000	-1,226,536	45,786	5,000,000	-4,954,214	15,000,000
<b>Total 7000 · Capital Expenditure</b>	<b>174,181</b>	<b>2,417,126</b>	<b>-2,242,945</b>	<b>1,806,736</b>	<b>9,668,503</b>	<b>-7,861,767</b>	<b>29,005,510</b>
<b>Total Expense</b>	<b>203,153</b>	<b>2,444,984</b>	<b>-2,241,831</b>	<b>5,491,709</b>	<b>13,231,288</b>	<b>-7,739,579</b>	<b>34,720,094</b>
<b>Net Income</b>	<b>-197,809</b>	<b>-2,439,190</b>	<b>2,241,381</b>	<b>4,199,914</b>	<b>-13,208,110</b>	<b>17,408,024</b>	<b>-24,480,303</b>



ETI Bookkeeping Services

# Invoice

PO BOX 73109  
Houston, TX 77273

Date	Invoice #
11/1/2014	7206

<b>Bill To</b>
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
Quarterly SEP		50.00	50.00
Couriers		31.74	31.74
<p>Don Huml: Executive Director  Reviewed: <u>Don Huml</u>  Date: <u>11-24-2014</u>  Code: <u>6333</u>  Amount: <u>\$1,031.74</u></p>			

	<b>Total</b>	\$1,031.74
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,031.74

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

Invoice #: 1865  
Date: 11/17/2014

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-December 2014		810.00	12/1/2014	810.00
Jan Buehler	Assist Don Huml: Download Zip, print 21 pgs 11x17 color.	0.25	65.00	10/30/2014	16.25
Jan Buehler	Assist Don Huml: Print from PDF 10 color 8 1/2x11 = 220 pgs total.	0.25	65.00	11/3/2014	16.25
Jan Buehler	Assist Don Huml: Print from PDF 10 color 8 1/2x11 = 140 pgs total.	0.25	65.00	11/4/2014	16.25
Jan Buehler	Assist Don Huml: Color scan to pdf; email to Don.	0.25	65.00	11/6/2014	16.25
Jan Buehler	Assist Don Huml: Schedule Bee-Line Courier to Michelle Lofton/ETI-Bookeeping Services.	0.25	65.00	11/13/2014	16.25
	Bee-Line Delivery ETI/Michelle Lofton		27.06	11/13/2014	27.06
Photocopies black & white	Photocopies (black & white) in house Price per page	325	0.10	11/17/2014	32.50
Photocopies (color) 8.5"x11"	Photocopies (color) 11"x17" in house price per page.	21	1.15	11/30/2014	24.15
Photocopies (color) 8.5"x11"	Photocopies (color) 8.5"x11" in house price per page.	220	0.75	11/3/2014	165.00
Photocopies (color) 8.5"x11"	Photocopies (color) 8.5"x11" in house price per page.	140	0.75	11/4/2014	105.00

Thank you for your business.

**Total Due \$1,244.96**

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

Don Huml: Executive Director

Reviewed: Don Huml

Date: 11-24-2014

Code: 6351

Amount: \$1,244.96



**McCALL GIBSON SWEDLUND BARFOOT PLLC**  
*Certified Public Accountants*

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 462-0341  
Fax (713) 462-2708  
E-Mail: [mgsb@mgsbpllc.com](mailto:mgsb@mgsbpllc.com)

111 Congress Avenue  
Suite 400  
Austin, Texas 78701  
(512) 610-2209  
[www.mgsbpllc.com](http://www.mgsbpllc.com)

October 27, 2014

TIRZ 17 Redevelopment Authority  
ETI Bookkeeping Services  
17111 Rolling Creek, Suite 200  
Houston, TX 77090

Client Number: 574-00

Audit of Memorial City Redevelopment Authority as of and for the year ended June 30, 2014, including distribution of the report and meeting with the Board of Directors and receiving comments from the City of Houston on the draft audit.

Audit Billing	\$ 9,500.00
Less Interim Billing	<u>7,000.00</u>
Balance Due	<u>\$ 2,500.00</u>

Don Huml: Executive Director

Reviewed: Don Huml

Date: 11-24-2014

Code: 6321

Amount: \$ 2,500.00

Member of  
American Institute of Certified Public Accountants  
Texas Society of Certified Public Accountants



# CITY OF HOUSTON

Public Works and Engineering  
Department

FAX BY PHONE: 713-571-1203  
PAY ONLINE AT WWW.HOUSTONWATERBILLS.ORG  
FOR QUESTIONS REGARDING DRAINAGE AND CIP, PLEASE VISIT WWW.REBILDHOUSTON.ORG

## UTILITY BILL

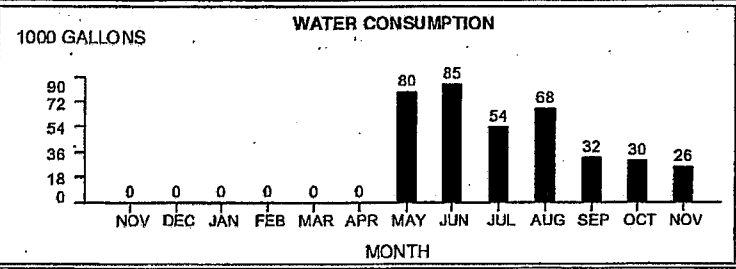
FOR WATER AND WASTEWATER INQUIRIES, PLEASE CALL 713-371-1400.  
FOR DRAINAGE INQUIRIES, PLEASE CALL 713-371-1111.  
FOR WATER LEAKS, PLEASE CALL 311.

35857 CD-0 WD-12

Account Number 4328-6610-6011		Service Address 9444 1/2 KATY FWY		Rate/Class LAWN METER	Meter Size (Inches) 5/8
No. Units	Previous Reading 349	Current Reading 375	Gallons 26,000	Read Date 11/14/2014	
Payments Received		Adjustments		Current Charges	
PAYMENT 10/30/2014 223.66 CR				WATER 197.14	
<p>Don Huml: Executive Director            Reviewed: <u>Don Huml</u>            Date: <u>11-25-2014</u>            Code: <u>7000-1731A</u>            Amount: <u>\$ 179.14</u></p>					

Previously Billed Amount 223.66	Total Payments 223.66 CR	Total Adjustments 0.00	Total Current Charges 197.14	Total Amount Due \$197.14
Billing Date 11/18/2014		Due Date 12/08/2014		

PROPERTY DRAINAGE CHARGE



After 12/08/2014 a 10% late fee will be assessed on all current unpaid service charges.

Please remember to add your W.A.T.E.R. Fund pledge to the Total Amount Due.

If you have not pledged and would like to make a contribution to the W.A.T.E.R. Fund, check the box on the return portion of this bill below and include an extra dollar with your payment. Contributions can also be made online at [www.houstonwaterbills.org](http://www.houstonwaterbills.org)

We would like to thank everyone who has made a pledge or contribution to the Fund.

PAY ONLINE AT [WWW.HOUSTONWATERBILLS.ORG](http://WWW.HOUSTONWATERBILLS.ORG)

Return this portion with payment. Write account number on all checks.  
Payable to: CITY OF HOUSTON

\$1.00 Gift to W.A.T.E.R. Fund

If you have received a drainage charge please note:  
The drainage charge reflects a 1000 foot adjustment in impervious surface area that reduced the amount due.

<b>TOTAL AMOUNT DUE:</b>	\$197.14
Amount Paid	
Due Date	12/08/2014

P.O. Box 1560  
Houston, TX 77251



P40AF700403186 - 749494 - 1  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
TIRZ 17  
17111 ROLLING CREEK DR STE 110  
HOUSTON TX 77090-2400

432866106011 0000019714 0000019714

# 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)

November 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

General	Client/Matter:	MEM001-01
	Statement Number:	70351
	Billing Attorney:	Trey Lary

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### REMITTANCE PAGE

Fees for services posted through November 07, 2014	7,728.57
Expenses and Other Items posted through November 07, 2014	135.62
<b>Total Amount Due:</b>	<b>\$7,864.19</b>

Don Huml: Executive Director

Reviewed: Alan Huml

Date: 11-24-2014

Code: 6320

Amount: \$7,864.19

*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

November 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-01  
Statement Number 70351  
Billing Attorney: Trey Lary

### General

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#### Professional Fees

Fees for services posted through November 07, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b>General</b>			
10/01/14	Kristen Hogan	Work on Certified Agendas of closed meetings	0.50
10/02/14	Kristen Hogan	Prepare Audit Response Letter and cover sheet and forward to attorney for review	0.50
10/06/14	Kristen Hogan	Review draft Audit for fiscal year end June 30, 2014	0.25
10/09/14	Kristen Hogan	Receive and review Authority correspondence and forward as appropriate	0.25
10/13/14	Kristen Hogan	Scan and forward comments on draft audit to auditor	0.25
10/13/14	Jessica Holoubek	Receive and review and comment on the draft audit for the prior fiscal year	0.50
10/14/14	Beth King	Research, locate and forward requested document	0.25
10/16/14	Kristen Hogan	Compile and send original Zone boundary description and map and Zone annexation boundary description and map to Property Acquisition Services	0.50
10/17/14	Jessica Holoubek	Work on response to public comments regarding annexation	0.75
10/20/14	Kristen Hogan	Work on minutes of previous meeting. Draft and circulate preliminary agenda for next meeting. Follow up on pending matters and correspondence	2.00
10/21/14	Kristen Hogan	Work on Minutes of previous meeting. Revise Service Agreement with The Goodman Corporation. Make attorney revisions to minutes of previous meeting	4.00
10/21/14	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; review and revise the monthly agenda and finalize and approve for posting; review summary of activity from last month and	0.50

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Allen Boone Humphries Robinson LLP

November 17, 2014

		instruction to legal assistant regarding additional action to be taken;	
10/22/14	Karen Anderson	Forward agenda for website and City Hall postings; distribute agenda	0.50
10/23/14	Jessica Holoubek	Discuss Board of Directors meeting agenda with Don Huml	0.25
10/23/14	Jessica Holoubek	Review letter from Brown & Gay regarding drainage study and follow up with Director Freels regarding the same	0.50
10/24/14	Jessica Holoubek	Follow up regarding letter from Spring Valley Engineer	0.25
10/25/14	SHARED FEES	Public Funds Investment Act and Public Funds Collateral Act compliance and coordination.	0.25
10/27/14	Sharon Cook	Revise Second Amendment to Project Plan and Reinvestment Zone Financing Plan; proof and print	0.75
10/27/14	Kristen Hogan	Work on meeting preparation. Telephone conference with Property Acquisition Services, LLC	1.25
10/27/14	Jessica Holoubek	Work on second amended project plan; telephone conference with Jennifer Curley and Don Huml	1.00
10/28/14	Kristen Hogan	Travel to and attend Board meeting	3.00
10/28/14	Jessica Holoubek	Travel to, attend and follow up from Board of Directors meeting	3.00
10/29/14	Jessica Holoubek	Telephone conference with Don Huml regarding requests for information; review subpoena for District records and follow up regarding the same	0.50
10/30/14	Jessica Holoubek	Work on project plan amendment; Friday regarding director affidavits; follow up regarding subpoena for District records	0.75
10/30/14	Erin McGibbon	Prepare cover letter sending minutes to Don Huml	0.25
10/31/14	Kristen Hogan	Finalize agreement with The Goodman Corporation and send originals for execution. Receive and review Authority correspondence and forward as appropriate	0.50
10/31/14	Jessica Holoubek	Telephone conference with Ann Givens	0.25
11/03/14	Jessica Holoubek	Telephone conference with Andrews Meyers regarding subpoena; work on project plan amendment	0.50
11/03/14	Beth King	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.25
11/05/14	Timothy Austin	Conference with Jessica Holoubek regarding adoption of project plan amendment.	0.25
11/05/14	Jessica Holoubek	Research regarding Zone adoption of project plan amendment; telephone conference with Jennifer Curley regarding the same; discuss budget ratification with Don Huml	1.00
11/06/14	Jessica Holoubek	Receive and review response letter from Texas Commission on Environmental Quality regarding withholding public information	0.25

<i>Total Task Hours:</i>	25.50
<i>Total Task Amount:</i>	\$7,728.57
<b>Total Fees:</b>	<b>\$7,728.57</b>

**Expenses and Other Items**

Expenses and Other Items posted through November 07, 2014, as follows:

10/10/14	KH	Federal Express: City of Houston	15.41
10/13/14		Photocopy Charges	0.60
10/13/14		Photocopy Charges	0.30
10/13/14	KH	Photocopy Charges	0.90
10/13/14	KH	Mileage expense	10.17
10/15/14	KH	Mileage expense	12.43
10/20/14	KH	Photocopy Charges	0.90
10/20/14	KH	Postage	1.40
10/20/14	KH	Photocopy Charges	1.50
10/22/14	KH	Photocopy Charges	0.30
10/27/14	KH	Photocopy Charges	48.75
10/28/14	KH	Mileage expense - round trip	12.43
10/28/14	KH	Mileage expense	12.43
10/30/14	KH	Postage	1.19
10/30/14	KH	Photocopy Charges	0.15
10/30/14	KH	Photocopy Charges	1.35
10/31/14	KH	Federal Express: The Goodman Corporation	15.41
Total Expenses and Other Items:			135.62

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>
General	25.50	7,728.57

Total Fees:	\$7,728.57
Total Expenses and Other Items:	\$135.62
<b>Total Amount Due:</b>	<b>\$7,864.19</b>

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

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November 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-03
	Statement Number:	70352
Projects	Billing Attorney:	Trey Lary

### REMITTANCE PAGE

Fees for services posted through November 07, 2014	4,502.50
Expenses and Other Items posted through November 07, 2014	28.25
<b>Total Amount Due:</b>	<b>\$4,530.75</b>

Don Huml: Executive Director

Reviewed: Don Huml

Date: 11-24-2014

Code: 7000

Amount: \$4,530.75

*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

November 17, 2014

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter:  
Statement Number  
Billing Attorney:

MEM001-03  
70556  
Trey Lary

## Projects

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### Professional Fees

Fees for services posted through November 07, 2014, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b><u>Detention Basin &amp; W-140 Bridge - 1731A</u></b>			
10/15/14	Jessica Holoubek	Discuss property acquisition with Jennifer Curley	0.25
10/22/14	Jessica Holoubek	Discuss closing date for detention pond	0.25
10/23/14	Jessica Holoubek	Discuss property conveyance matters with Don Huml	0.25
			<i>Total Task Hours:</i> 0.75
			<i>Total Task Amount:</i> \$307.50
<b><u>Detention Basin 1735</u></b>			
10/13/14	Jessica Holoubek	Attend working group meeting regarding purchase of real property; telephone conference with Don Huml regarding follow up; email correspondence to Jennifer Curley regarding legal analysis of outside zone projects	2.75
			<i>Total Task Hours:</i> 2.75
			<i>Total Task Amount:</i> \$1,127.50
<b><u>Lumpkin I-10 Westview - 1709</u></b>			
10/12/14	Jessica Holoubek	Work on various property acquisition matters	1.25
10/13/14	Jessica Holoubek	Work on right of entry for HCC driveway	0.25
10/13/14	Anne Newtown	Telephone conference with Steve Bonjonia regarding release of Home Depot strip from restrictive covenants; review and revise Release.	1.00
10/14/14	Kristen Hogan	Work on right-of-way acquisition matters	0.50
10/14/14	Jessica Holoubek	Office conference with Kristen Hogan, with the Firm; telephone conference with Muhammad Ali, engineer; work on CenterPoint easement	0.75



10/15/14	Jessica Holoubek	Receive and review various email correspondence regarding property acquisition	0.25
10/23/14	Jessica Holoubek	Work on property conveyance matters	0.50
10/24/14	Anne Newtown	Review revisions to Home Depot PSA; correspondence with Jessica Holoubek regarding same.	1.25
10/27/14	Anne Newtown	Follow up with Jessica Holoubek regarding release from development agreement.	0.25
10/28/14	Jessica Holoubek	Telephone conference with Maureen Singleton regarding HCC temporary construction agreement; follow up regarding the same	0.50
10/29/14	Jessica Holoubek	Work on property conveyance matters	0.50
11/03/14	Jessica Holoubek	Review comments to right of entry from Dresser Rand	0.25

*Total Task Hours:* 7.25  
*Total Task Amount:* \$3,067.50  
**Total Fees:** \$4,502.50

**Expenses and Other Items**

Expenses and Other Items posted through November 07, 2014, as follows:

11/05/14	MB	Mileage expense	28.25
			<u>28.25</u>
Total Expenses and Other Items:			28.25

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>
Detention Basin & W-140 Bridge - 1731A	0.75	307.50
Detention Basin 1735	2.75	1,127.50
Lumpkin I-10 Westview - 1709	7.25	3,067.50

---

Total Fees: \$4,502.50  
 Total Expenses and Other Items: \$28.25  
**Total Amount Due:** \$4,530.75



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

Date: November 17, 2014  
 Invoice No: 160433  
 For Period: October  
 Project No: RHTS403  
 Project Manager: James Vick

Project Streetscape Standards

Don Huml: Executive Director  
 Reviewed: Alan Huml  
 Date: 11-24-2014  
 Code: 7000-1725  
 Amount: \$ 5,771.20

**WORK PERFORMED:**  
 Present draft document to various groups  
 Attend document review sessions  
 Prepare re-drafts  
 Coordination and conferences

**Professional Services from October 01, 2014 to October 31, 2014**  
**Professional Personnel**

	Hours	Rate	Amount
Principals			
Vick, James	14.00	210.00	2,940.00
Staff			
Hafiz, Tarana	33.00	85.63	2,825.79

**Total Fee Due This Invoice** **5,765.79**

**Reimbursable Expenses**

Reimbursable Misc.			
Print Stop Reprographics	Oct Prints		5.41
<b>Total Reimbursables</b>			<b>5.41</b>

**Total this Invoice** **\$5,771.20**

**NOT TO EXCEED FEE OF \$65,000.00**

Prior billed	\$56,087.10
Current	\$ 5,765.79
Billed to date	\$61,852.89
Percent complete	95%

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 Huml  
 8955 Katy Freeway, Suite 215  
 Houston, TX 77024

Date: November 17, 2014  
 Invoice No: 160432  
 For Period: October  
 Project No: RHTS402  
 Project Manager: James Vick

Project W-140 Design Work Order #5

**WORK PERFORMED:**

Site reconnaissance  
 Develop concepts  
 Document plans/sections  
 Meetings and conferences with Engineer

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

**Fee**

Total Fee	45,000.00		
Percent Complete	66.00	Total Earned	29,700.00
		Previous Fee Billing	14,850.00
		Current Fee Billing	14,850.00
		<b>Total Fee</b>	<b>14,850.00</b>

**Total this Invoice \$14,850.00**

Don Huml: Executive Director

Reviewed: Don Huml

Date: 11-24-2014

Code: 7000-1734

Amount: \$14,850.00

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: November 18, 2014  
 Invoice No: 160101Credit Memo  
 For Period: September  
 Project No: RHTS301.B  
 Project Manager: James Vick

Project Memorial City WO#2 On-Call Planning

**WORK PERFORMED:**  
 Attend board meeting.

**Professional Services from September 01, 2014 to September 30, 2014**  
**Professional Personnel**

	Hours	Rate	Amount
Principals			
Vick, James	2.50	210.00	(525.00)

**Total Fee Due This Invoice (525.00)**

**Total Credit (\$525.00)**

**NOT TO EXCEED \$15,000.00**

Prior Billed \$12,965.11  
 Current  
 Billed to date: \$12,965.11  
 Percent Complete 86%

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.



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

PLEASE REMIT TO: Lockwood, Andrews & Newnam, Inc.  
2025 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

November 21, 2014  
Invoice No: 10

**Engineering Consulting Services through November 7, 2014 in connection with  
the TIRZ Redevelopment Authority**

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorizations 1) Engineering Consulting Services	\$40,000.00	\$ 34,502.35	\$ 33,917.59	\$584.76
2) T-1735	\$40,000.00	\$ 21,751.82	\$ -	\$21,751.82
<b>TOTAL</b>	<b>\$80,000.00</b>	<b>\$56,254.17</b>	<b>\$33,917.59</b>	<b>\$22,336.58</b>

**CURRENT PAYMENT DUE THIS INVOICE: \$22,336.58**

Don Huml: Executive Director

Reviewed: Don Huml

Date: 11-24-2014

Code: 7000-1735

Amount: \$22,336.58



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

November 21, 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 & T-1735**

Dear Mr. Huml:

Attached is the original copy of our Invoice No. 10 in the amount of \$22,336.58 for the above project, which covers services through November 7, 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, P.E.', is written over a horizontal line. The signature is stylized and cursive.

Muhammad Ali, P.E.

MA:jjj

Enclosures: LAN Invoice No.10

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

November 21, 2014  
Invoice No: 13

Engineering services through November 7, 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-1717	Town & Country West Drainage & Mobility Improvements- Amendment to Phase II Detailed Design	\$684,400.00	30.00%	\$479,080.00	\$ 205,320.00	\$ 136,880.00	\$ 68,440.00
<b>Total</b>		<b>\$684,400.00</b>			<b>\$ 205,320.00</b>	<b>\$ 136,880.00</b>	<b>\$ 68,440.00</b>

**CURRENT PAYMENT DUE THIS INVOICE: \$68,440.00**

Don Huml: Executive Director  
 Reviewed: Alan Huml  
 Date: 11-24-2014  
 Code: 7000-1717  
 Amount: \_\_\_\_\_



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

November 21, 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. 13 in the amount of \$68,440 for the above projects, which covers services through November 7, 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 be 'MA', written over a white background.

Muhammad Ali, P.E.  
Project Manager


MA:jjj

Enclosures: LAN Invoice No.13

cc: File



**Invoice**

klotz  associates

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

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

November 18, 2014  
Project No: 1111.002.000  
Invoice No: 1114015

TIRZ 17 Memorial City Redevelopment Authority Briar Branch Channel Improvements  
TIRZ 17 CIP No. T-1734  
HCFCD Unit W140-01-00

For Professional Services rendered from October 16, 2014 to November 15, 2014:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	624,155.00	75.63	472,048.43	413,440.27	58,608.16
Additional Services (T&M)	89,645.00	69.6056	62,397.90	62,397.90	0.00
Total Fee	713,800.00		534,446.33	475,838.17	58,608.16
					<b>58,608.16</b>
					<b>\$58,608.16</b>

Recap:	Current	Previous	To-Date
Total Billings	58,608.016	475,838.17	534,446.33
Contract Amount			713,800.00
Balance			179,353.67

**Total Due This Invoice: \$58,608.16**

Don Huml: Executive Director  
Reviewed: Don Huml  
Date: 11-24-2014  
Code: 7000-1734  
Amount: \$58,608.16

**Memorial City Redevelopment Authority / TIRZ 17**

Briar Branch (W140-01-00) Channel Improvements  
 TIRZ 17 CIP No. T-1734  
 Master Agreement (07-30-13) Task Order No.2  
 Klotz Assoc. Job No. 1111.002.000

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

**Professional Services Summary**  
 Through 11/15/14  
 Invoice # 1114015

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<b>Basic Services</b>						
I. Phase I - PER (Complete)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
II. Phase II - Final Design	\$624,155.00	\$624,155.00	75.63%	\$472,048.43	\$413,440.27	\$58,608.16
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$624,155.00	\$624,155.00		\$472,048.43	\$413,440.27	\$58,608.16
<b>Additional Engineering Services / SubContracted Services / Reimbursible Expenses</b>						
I. Additional Engineering Services	\$35,820.00					
1. TCPs - Traffic Control Plans		\$23,280.00	88.27%	\$20,550.00	\$20,550.00	\$0.00
2. SW3P - StormWater Pollution Prevention Plans		\$12,540.00	98.44%	\$12,345.00	\$12,345.00	\$0.00
II. SubContracted Services	\$29,502.90					
1. Add'l Topo. Survey		\$29,502.90	100.00%	\$29,502.90	\$29,502.90	\$0.00
III. Reimbursible Expenses	\$24,322.10					
1. Reimbursible Expenses		\$24,322.10	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$89,645.00	\$89,645.00		\$62,397.90	\$62,397.90	\$0.00
<b>Total Professional Services Fees</b>	<b>\$713,800.00</b>	<b>\$713,800.00</b>		<b>\$534,446.33</b>	<b>\$475,838.17</b>	<b>\$58,608.16</b>

<b>Total Fees Earned this Period</b>	<b>\$58,608.16</b>
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# Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17  
Briar Branch (W140-01-00) Channel Improvements  
Ph II – Design

CIP No: T-1734

Period: Through November 15, 2014

Job No: 1111.002.000

Prepared By: W. Edward Conger PE

---

## Activities Completed this Period

1. Ph II Final Design - Authorization received dated 03/07/14.
  - a. Basic and Additional Services
    - 1.) Continued Review of the draft LAN Preliminary Engineering Report and Drainage Impact Report for this project as well as the project documentation provided by LAN.
    - 2.) Continue to refine Briar Branch SWMM model. Drainage Impact Study final report begun.
    - 3.) Klotz Associates continued design plans. The design plan and profiles are complete using the additional survey.
    - 4.) SW3P and TCP plans continue. Draft SW3P report continued.
  - b. Meetings
    - 1.) Project Team Meetings as required.
    - 2.) Additional meetings with TIRZ, LAN and SWA as required.
    - 3.) Attended and provided project update at TIRZ Board Meeting on 10-28-14.
    - 4.) Coordination mtg. with HCFCD held 11-05-14.
    - 5.) Coordination mtg. with surveyor (Kuo) on W-140 ROW and easements required for project.
    - 6.) Assisted with presentation at Spring Branch Super Neighborhood Meeting on 11-13-14.
2. Ph II Sub-consultant (Survey – Kuo & Associates) – Additional survey complete.

## Activities Planned for Next Period

1. Ph II Final Design.
  - a. Basic and Additional Services

- 1.) Conduct additional project research, field reconnaissance and site visits as required for design.
  - 2.) Continue review of the project draft Preliminary Engineering Report, Drainage Impact Report and project documentation provided by LAN.
  - 3.) Continue development of design plans for review submittal in December.
- b. Meetings
- 1.) Project Team Meetings as required.
  - 2.) Additional meetings with TIRZ, LAN and SWA as required.
  - 3.) Attend and provide project update at TIRZ Board Meeting on 11-25-14.
2. Ph II Sub-consultant (Survey – Kuo & Associates)
- 1.) Kuo additional survey work complete.

**Issues and Information we are waiting to receive - None**

**Term Sheet for Development Agreement between  
Memorial City Redevelopment Authority and Town Centre Partners, Ltd.**

I. Parties

- a. Memorial City Redevelopment Authority (the "Authority")
- b. Town Centre Partners, Ltd. (the "Company")

II. Definitions

- a. The "Maximum Reimbursement Amount" shall be the lesser of i) the actual Public Improvement Cost plus Developer Interest or ii) \$995,000 plus Developer Interest.
- b. The "Project" shall include the design and construction of the intersection realignment and traffic signal installation at Queensbury Lane and Town & Country Boulevard, more particularly described on the attached Exhibit A.
- c. The "Public Improvement Cost" shall be the total cost for the design, testing and construction of the Project.
- d. The "Tax Increment Revenue" means the amount of ad valorem property taxes collected each year by the City on the Captured Appraised Value and deposited by the City into the Authority's Tax Increment Fund.
- e. Terms not defined herein have the meanings assigned to them under the Tri-Party Agreement among the City of Houston, Texas, Reinvestment Zone No. 17, and the Authority.

III. The "Company Contribution"

- a. The Company agrees to advance to or on behalf of the Authority in immediately available funds an amount equal to the Public Improvement Costs as the same become due and payable under contracts entered into for the Project.
- b. Subject to the Maximum Reimbursement Amount, the Company Contribution will incur interest per annum ("Developer Interest") at a rate equal to the lesser of i) 4.5% or ii) the interest rate on bonds issued by the Authority to reimburse the Company.

IV. Review of design and construction documents

- a. The Company agrees to provide the Authority with copies of design drawings at the 30%/60%/90% and final detailed design phases.
- b. The Authority may provide comments to the plan for consideration by the Company.
- c. The plans will be deemed approved by the Authority if no comments are received within 35 days of receipt of the plans.

V. Reimbursement

- a. Beginning in the year in which the City accepts the Project, the Authority agrees to begin reimbursing the Company for the Company Contribution, plus Developer Interest, and will continue to make such annual reimbursement payment to the Company until the date on which the Company Contribution plus Developer Interest has been paid in full, subject to the Maximum Reimbursement Amount.
- b. Prior to the first annual reimbursement and upon completion of the Project, the Authority will have prepared an Agreed Upon Procedures report, with a reconciliation of the Developer Interest accrued on the Company Contribution and an annual repayment schedule.
- c. To the extent economically feasible, the Authority agrees to use proceeds from its next issued series of Authority Obligations to reimburse the Company for all or a portion of the unreimbursed Company Contribution plus Developer Interest.

VI. Ownership and Maintenance

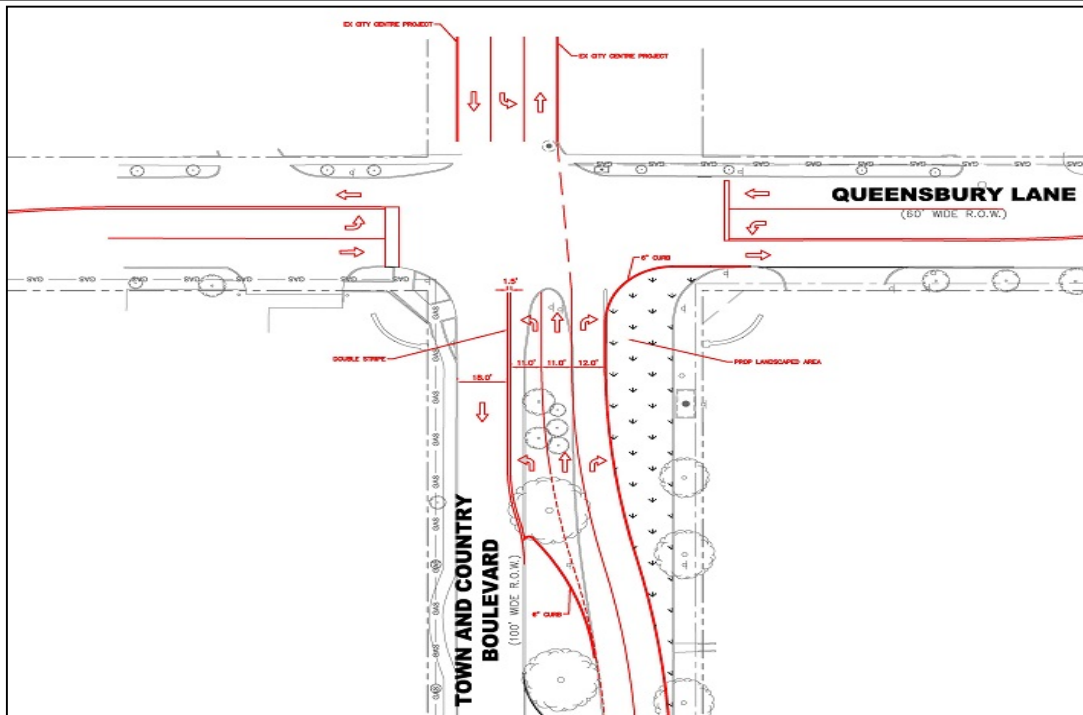
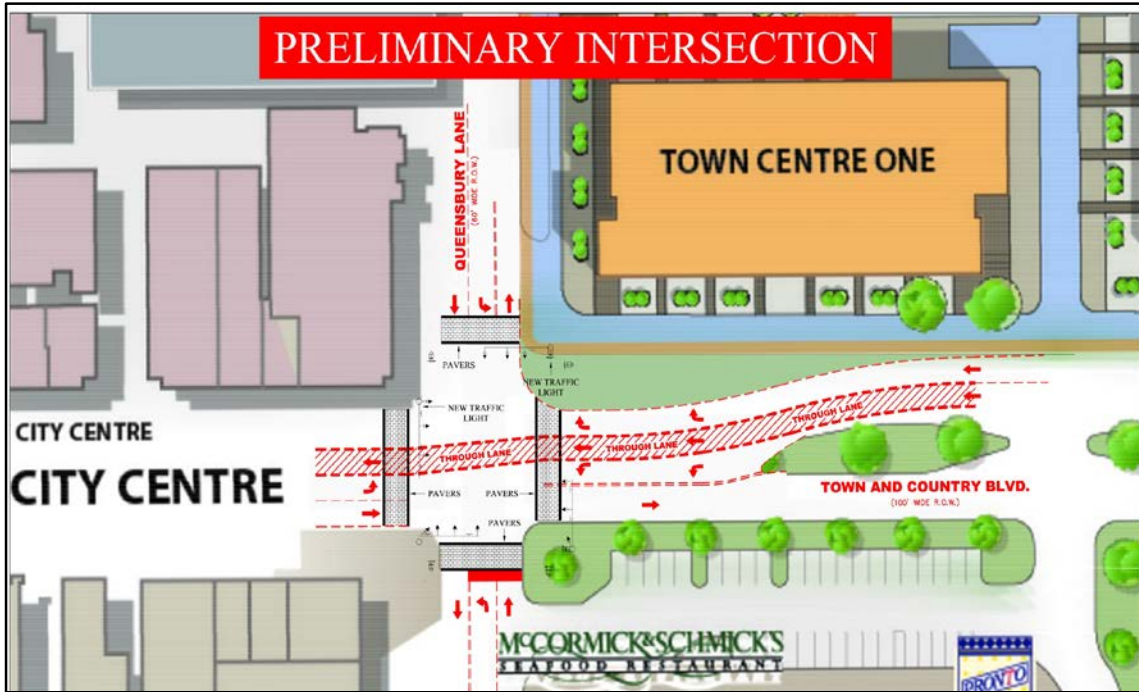
- a. The roadway and traffic signal will be owned and maintained by the City of Houston, Texas. The Authority will have no obligation, financial or otherwise, for maintenance or operation of the Project.

VII. Term of the Agreement

- a. Continues until the earlier event:
  - i. The Company Contribution plus Developer Interest has been reimbursed to the Company; or
  - ii. 3 years from the Effective Date.

**EXHIBIT A**  
**Project Scope**

- Preliminary and final design and construction of roadway realignment at intersection of Queensbury Lane and Town & Country Boulevard as shown in drawing below



- Preliminary and final design and construction of traffic signal at intersection of Queensbury Lane and Town & Country Boulevard.



# W BELTWAY 8 SHARED USE PATH

## OVERVIEW

### 1. Project Limits

- Memorial Drive to Terry Hershey Park Hike and Bike Trail
- Briar Hill to Terry Hershey Park Hike and Bike Trail

### 2. Project Scope

The goal of the W Beltway 8 (W BW 8) Frontage Road **Shared Use Path** project is to construct an 8-foot wide share use path in order to provide a **safe designated route** for cyclists and pedestrians separated from vehicular traffic.

### 3. Project Background and Description

Beltway 8 (BW 8) is a major urban principal arterial freeway. The W BW 8 Shared Use Path sits at the foot of approximately 16 miles of hike and bike trails along Terry Hershey Park. The W BW 8 shared use path project provides connectivity and access from increasing development in Memorial District as well as mix-use high density development in CityCentre and Town & Country Village to the existing Terry Hershey Park Hike and Bike Trail that connects to the Energy Corridor, a cluster of Oil & Gas companies. This shared use path also connects the Briar Grove Park residential community to CityCentre and Town & Country Village, an important retail and commercial hub.

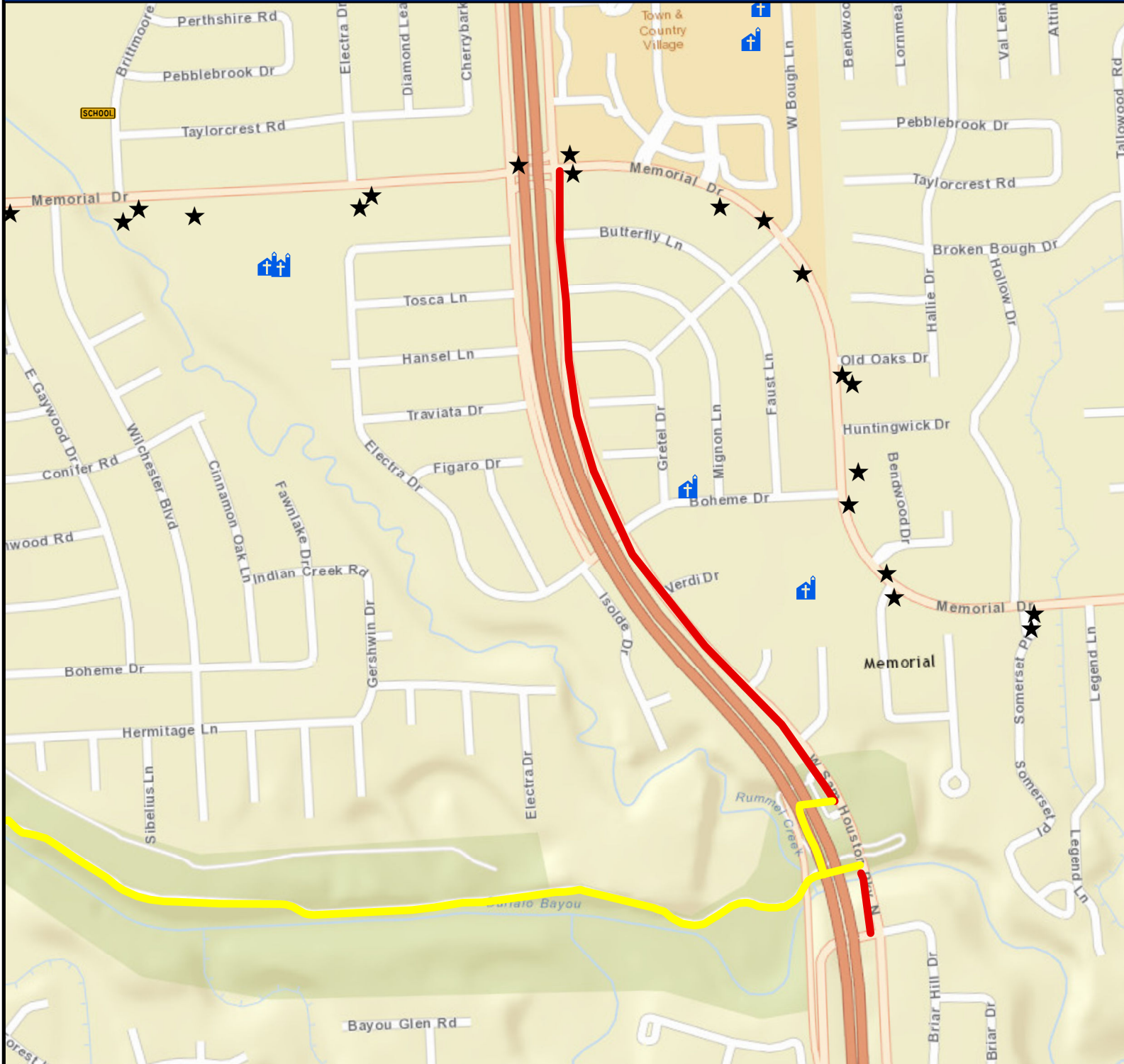
### 4. Connectivity

The W BW 8 Shared Use Path project connects Memorial District to the Energy District. It also provides connections to CityCentre and Town & Country Village, which are important activity centers. The proposed BW 8 shared use path may result in a **mode shift in trips** between the Memorial and Energy Districts as well as to City Centre and Town & Country Village, with persons changing their mode choice from driving to walking or cycling. The Shared Use path directly links with a Transit Connection, METRO's Bus Stop on Memorial Drive at Sam Houston Parkway. The proposed shared use path also connects with the Terry Hershey Park Hike and Bike Trail. The W BW 8 Shared Use Path project closes a gap by connecting through the Terry Hershey Park Hike and Bike Trail the Memorial District to the Energy District.

## 5. Specific Exclusions from Scope

- The right-of-way is owned by TxDOT and no additional acquisition of right-of-way is needed.
- No documentation is needed from the State Historic Preservation Office (SHPO).
- TxDOT's Houston District Environmental Section has reviewed the project and indicated that the criteria for FHWA Categorical Exclusion Action (C3) would be appropriate for this project

# PROPOSED W BELTWAY 8 SHARE USE PATH PLAN AND CONNECTIVITY



## Legend

- ★ Metro Bus Stops
- Existing Bike Facilities
- Share Use Path Proposed by TxDOT

HOUSTON DISTRICT



BW 8 West Share Use Path

Item	Description	Quantity	Unit	Unit Price	Amount
0104-2015	Remove Concrete (Sidewalks)	2361.11	SY	\$ 15.00	\$ 35,416.67
0104-2017	Remove Concrete (Driveways)	600.00	SY	\$ 15.00	\$ 9,000.00
0162-2002	Block Sodding	1416.67	SY	\$ 2.50	\$ 3,541.67
0502-2001	Barricades, Signs and Traffic Handling	4.00	MO	\$ 5,000.00	\$ 20,000.00
0506-6040	Biodeg Erosn Cont Logs (Instl)(8")	300.00	LF	\$ 5.00	\$ 1,500.00
0506-6043	Biodeg Erosn Cont Logs (Remove)	300.00	LF	\$ 2.00	\$ 600.00
0530-2010	Driveways (Conc)	600.00	SY	\$ 100.00	\$ 60,000.00
0531-6003	Conc Sidewalks (6")	3777.78	SY	\$ 60.00	\$ 226,666.67
0531-2005	Curb Ramps (TY 1)	14.00	EA	\$ 1,750.00	\$ 24,500.00
0610-6004	Relocate Rd IL ASM (Trans-Base)	6.00	EA	\$ 550.00	\$ 3,300.00
0644-6068	Relocate SM Rd SN SUP & AM TY 10BWG	15.00	EA	\$ 375.00	\$ 5,625.00
0666-6042	Refl Pavement Mrk TY I (W) 12" (SLD) (100MIL)	670.00	LF	\$ 2.50	\$ 1,675.00
0666-6048	Refl Pavement Marking Ty I (W) 24" (SLD) (100MIL)	167.50	LF	\$ 5.00	\$ 837.50
0666-6228	Pavment Sealer 12"	670.00	LF	\$ 0.50	\$ 335.00
0666-6230	Pavment Sealer 24"	167.50	LF	\$ 1.00	\$ 167.50
0677-6005	Elim Ext Pav Mrk & Mrks (12")	670.00	LF	\$ 1.50	\$ 1,005.00
0677-6007	Elim Ext Pav Mrk & Mrks (14")	167.50	LF	\$ 2.00	\$ 335.00
0678-6006	Pav Surf Prep for MRK (12")	670.00	LF	\$ 0.50	\$ 335.00
0678-6008	Pav Surf Prep for MRK (24")	167.50	LF	\$ 1.00	\$ 167.50
5969-2098	Adjust Existing Valve Box	2.00	EA	\$ 400.00	\$ 800.00
5969-2085	Fire Hydrant	1.00	EA	\$ 5,000.00	\$ 5,000.00
5969-2089	Removing Fire Hydrant	1.00	EA	\$ 600.00	\$ 600.00
Subtotal =					<b>\$ 350,590.83</b>
Miscellaneous =					<b>\$35,059.08</b>
<b>Total</b>					<b>\$385,649.92</b>



**CITY OF HOUSTON**  
Planning and Development

**Annise D. Parker**  
Mayor

Patrick Walsh, P.E.  
Director  
P.O. Box 1562  
Houston, Texas 77251-1562

T. 713.837.7701  
F. 713.837.7703  
[www.houstontx.gov](http://www.houstontx.gov)

November 20, 2014

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

Dear Mr. Huml:

The City of Houston Review Committee completed its review of TxDOT's West Beltway 8 Shared-Use Path proposal for H-GAC's TIP Call for Projects and is pleased to give its full support to the project.

The City considers the shared-use path a crucial project based on its level of readiness and impact to the pedestrian and transportation network that will highly benefit the activity centers along Beltway 8 and IH-10 West. The project provides a safe designated route for cyclists and pedestrians, provides connectivity between CityCentre and Terry Hershey Park, and creates linkages between the Memorial and Energy Corridor Districts.

If you have any questions, please contact Michael Kramer at (713) 837-7781 or via email at [Michael.kramer@houstontx.gov](mailto:Michael.kramer@houstontx.gov). Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Patrick Walsh".

Patrick Walsh, P.E.  
Director

PW:MK/as

## WORK ORDER #8

24 November 2014

Mr. Don Huml  
Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024  
713-829-5720

Subject: Professional Design Services – W140 Detailed Design for Grading and Planting  
(SWA Project RHTs405)

Dear Mr. Huml:

SWA is pleased to propose our professional services for professional landscape architecture services in support of the referenced project. These services will provide the necessary design documentation to construct the surface drainage swale and planting of native grasses for the approximately 6,000 linear feet to be installed over the proposed box culverts (the "Project"). This Agreement is between Memorial City Redevelopment Authority (the "Authority") and SWA in support of the referenced project located in Houston, Harris County, Texas.

### SCOPE OF SERVICES

SWA will perform the following for the Project :

1. Collaborate with Project Engineer, Klotz & Associates, to create coordinated construction documents for the Project;
2. Prepare the conceptual and finish grading plan for the Project;
3. Prepare the planting plan for the Project;
4. Prepare technical specifications for grading and planting improvements;
5. Prepare cost estimates for the grading and planting improvements;
6. Make one (1) submittal of the grading and planting plans at 95% completion to the Project Engineer;

Kevin Shanley  
Kinder Baumgardner  
Timothy Peterson  
James Vick  
Gerdo P Aquino  
David Berkson  
René Bihan  
Scott Cooper  
Marco Esposito  
Tom Fox  
David R Gal  
Cinda Gilliland  
Ying-Yu Hung  
Richard K Law  
Hui-Li Lee  
James Lee  
Margaret Leonard  
Chih-Wei Lin  
John S Loomis  
Ye Luo  
Charles S McDaniel  
Ross Nadeau  
Sean O' Malley  
Lawrence Reed  
R Joseph Runco  
Elizabeth Shreeve  
Scott Slaney  
David P Thompson  
John L Wong

Houston  
Sausalito  
Laguna Beach  
Dallas  
San Francisco  
Los Angeles  
Shanghai

1245 West 18th St  
Houston  
TX 77008-3342  
Tel 713.868.1676  
Fax 713.868.7409

[www.swagroup.com](http://www.swagroup.com)



7. Prepare for and attend meetings and conferences with Project Engineer and agencies having jurisdiction in approving the Project to coordinate and secure approval of the work (up to 3 meetings);
8. Respond to comments from agencies, including making revisions to the planting plans for 100% documents;
9. Provide support to the Project Engineer during bidding for the grading and planting improvements including clarifications and answers to prospective bidders' questions; and,
10. Coordinate with the Project Engineer to provide limited construction phase services including three (3) site observation visits – the first, at completion of mass grading; the second at completion of finish grading and the third at completion of planting installation.

#### **TERMS AND FEES**

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

Services described shall be provided on an hourly, not-to-exceed fee of \$34,200. using SWA's prevailing hourly rates, as attached. Expenses are included in the fee, as an allowance of up to \$1,200. Fees and expenses will be billed monthly on an accrual basis. Services not specifically described in the above scope of services will be performed as an additional service, as agreed and approved in advance by the Client.

We would be pleased to answer questions you may have or to clarify any points above.  
If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

James Vick, AIA  
Principal / Contracting Officer  
Architect, TX License # 10477  
Architects are licensed by the State of Texas.



Accepted: Memorial City Redevelopment Authority

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

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

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

City of Houston, Texas

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

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

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

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



# SWA GROUP

## Hourly Billing Rates

Principal	\$275.
Senior Project Manager	\$200.
Project Manager	\$160.
Senior Landscape Architect	\$150.
Landscape Architect	\$130.
Technician II	\$105.
Technician I	\$ 73.
Clerical	\$ 90.

Version:: 14Oct2013



November 25, 2014

Ms. Ann Givens, Chair of the Board  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Reference: **Proposal for Construction Management and Inspection Services, Lumpkin Road Reconstruction and Drainage Improvements (WBS No. N-T17000-0012-3)**

Ms. Givens:

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for Construction Management and Inspection Services for the Lumpkin Road Reconstruction and Drainage Improvements.

The construction management services will be performed throughout the project duration by a Construction Manager. Construction inspection services will be provided by a City of Houston certified Construction Inspector. The attached proposal details the labor, expenses and allowances required to provide these services during the anticipated fifteen-month construction period.

We propose to provide these services on a lump sum basis for an estimated **\$670,300** (*Base Bid: \$550,000 & Alternate Bid \$120,300*). Included in this amount are subcontracted amounts for the required TDLR inspection and survey crew on-call service.

Please feel free to contact me at 713.266.6900 if you have any questions or require any additional information.

Sincerely,

Muhammad Ali, P.E.  
Project Manager

Accepted For  
Memorial City Redevelopment Authority

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print  
Accepted for City of Houston

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

Attachments: Exhibit A - Construction Management and Inspection Services Scope of Services  
Exhibit B - Construction Management and Inspection Services Level-of-Effort

**Exhibit A**  
**Construction Management and Inspection Services**  
**Scope of Services**

The Scope of Services to be provided by Lockwood, Andrews and Newnam, Inc. (LAN) for construction management and inspection shall include the following:

**Construction Management Services**

- A. The Construction Manager (CM) shall coordinate between City of Houston, utility companies, and others who may be involved in the project. The contractor will be required to provide evidence that all required permits, licenses and certificates have been obtained. The CM shall assist in coordinating work performed by the contractor and furnish this information to the City/TIRZ.
- B. The CM shall coordinate with all stakeholders (e.g. HCC and Home Depot) involved in the project. Extensive communications with HCC will be required to make sure that ingress/egress, driveway closures, and any work impacting the campus operations is all being coordinated with them.
- C. The CM shall work with the contractor to develop acceptable construction schedules compatible with contract requirements. The CM shall monitor the contractor's progress daily and compare the monthly progress achieved against scheduled progress. The CM shall anticipate schedule-related problems and analyze suggestions as to how to regain time lost on schedule delays. The CM shall initiate and conduct job coordination and progress reporting meetings to review actual progress and near-term future work. The CM shall coordinate and advise the contractor of schedule impacts from other City projects including interface with work performed by other contractors in the area.
- D. The CM shall prepare a summary progress report for the project on a monthly basis. The progress report shall present an assessment of the current status of the project and work remaining. The CM shall meet with the Executive Director to review contract status, provide information and make recommendations pertinent to the project as appropriate.
- E. The CM shall receive submittals/shop drawings from the Contractor and shall coordinate the review/approval process of these items with the Engineers. The Engineer shall maintain a log to track the review process.
- F. The CM shall receive and evaluate Requests for Information (RFI's). Where appropriate, the requests shall be forwarded to the Engineer for response. The CM shall receive, log, and process RFI's and interpretations of the plans, specifications, and contract documents.
- G. The CM shall receive and evaluate Change Proposals to the Contract and proposed Change Orders. These may be the result of change conditions, interferences or other causes identified by the Contractor, or requested by the CM. Proposal and Change Order procedures shall meet the City's reporting and contractual requirements including evaluation of the impact of the potential change in terms of the contract, the project cost and the schedule. The CM will coordinate with Engineers for recommendations. The CM shall conduct negotiations with the Contractor and prepare all necessary Proposals and Change Order documentation for appropriate approvals by the TIRZ 17 and the Contractor.
- H. The CM shall review all progress payment requests submitted by the contractor and make recommendations for payment to the TIRZ. The CM shall review Contractor's monthly pay estimates based on quantities completed during the month.
- I. The CM shall maintain the records provided by the material testing firm. The CM shall review monthly testing invoices and make recommendations for payment to the TIRZ.
- J. The CM shall investigate customer complaints within 24 hours of receiving the complaint concerning the contractor's operations, such as traffic problems, open trenches, unpatched

streets, unclean work sites, water service outage, etc. The CM shall advise the Contractor and TIRZ 17 of the complaints and any proposed remedies.

- K. The CM shall establish and maintain files for all construction-related project documents, including contracts, drawings, specifications, correspondence, requests for information, submittals, shop drawings and other documents. The CM shall maintain financial records for the project, including payment requests and supporting documentation. The CM shall maintain record drawings and specifications and shall coordinate in conjunction with the Engineers, the incorporation of field changes and information from the Contractor's as-built "red-line" drawings into the Record Drawings. The CM shall confirm that all items required under the terms of the contract as a condition of final payment issuance.

### **Construction Inspection Services**

- A. The Inspectors will determine contractor's work and material furnished are in general conformance with the drawings and specifications. This includes checking the Contractor's material certifications and samples, inspecting and verifying delivered materials are the same as the samples and may, if required by the City or TIRZ 17, include performing shop inspections of Contractor furnished material and equipment. The Inspector shall coordinate the sampling and testing of materials to be performed by an independent quality control testing agency under direct contract with TIRZ 17. The Inspector shall review the Contractor's traffic control methods with the submitted traffic control plans and identify any noncompliance. The Inspector shall verify governmental agency approvals are received prior to traffic relocations. Conduct of the Contractor's safety program, as well as the means and methods of construction, shall remain the whole and exclusive responsibility of the contractor.
- B. The Inspectors shall include quantities completed and materials received in the daily reports as a means to verify monthly progress. Inspector daily reports shall be reviewed against the plans and previously reported completed work.
- C. The Inspector shall provide a substantial completion inspection of the project in conjunction with the CM and prepare for TIRZ/City's approval of Certificate of Substantial Completion and a list of work to be completed or corrected.
- D. The Inspector shall provide a final inspection of the project in conjunction with the City's Project Manager and CM. The Engineer shall prepare a Certificate of Final Completion and other closeout documentation for approval by the City.

### **Deliverables:**

Construction inspection reports  
Certificate of Substantial Completion  
Project punch list  
Certificate of Final Completion

**EXHIBIT B**  
**Construction Management Inspection Services - Level of Effort**

**CM Firm:** Lockwood, Andrews & Newnam, Inc. (LAN)  
**Project Name:** Lumpkin Road Reconstruction and Drainage Improvements  
**WBS No.:** N-T17000-0012-3  
**Construction Amount:** \$13,494,375

**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

No.	Firm	Service	Type	CM BUDGET				% of Construction
				Amount	Sub Markup	SUBTOTAL	% of CM Budget	
				8.0%				
1	Lockwood, Andrews, & Newnam, Inc.	Construction Management & Inspection	Lump Sum	\$ 644,696		\$ 644,696	96%	4.8%
2	Texas American	Construction administration and administrative assistant	Reimbursable	\$ 13,123	\$ 1,050	\$ 14,173	2%	0.1%
3	Accessibility Check	TDLR - Accessibility TAS plan review, file/process TDLR paper work, perform inspections at each milestone	Reimbursable	\$ 6,815	\$ 545	\$ 7,360	1%	0.1%
4	Kuo & Associates	3-man Survey crew on-call service	Lump Sum	\$ 5,600	\$ 448	\$ 6,048	1%	0.0%
<b>Subtotal</b>				<b>\$ 670,234</b>	<b>\$ 2,043</b>	<b>\$ 672,280</b>		

**TOTAL CM BUDGET \$670,300      4.97%**

CM Firm: Lockwood, Andrews & Newnam, Inc. (LAN)  
 Project Name: Lumpkin Road Reconstruction and Drainage Improvements  
 WBS No.: N-T17000-0012-3  
 Construction Amount: \$13,494,375

Description	Rate Schedule (\$ / hr)	HOURS/MONTH												TOTALS	% of Labor	Amount	Hours	Billing Rate							
		2014			2015														2016			2017			
		Jan	Feb	Mar	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep						Oct	Nov	Dec	Jan	Feb	Mar	Contingency Period
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	1 YR Warranty Review								
		53	53	53	80	51	49	45	45	74	43	43	47	51	27	72									
		244	244	244	244	174	174	174	174	174	174	174	174	174	174	174	2 Complete Milestone No.	Project Closeout							
		174	174	174	174	82	82	82	82	82	70	70	70	70	70	70									
		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2									
		\$55,210	\$55,210	\$55,210	\$59,800	\$37,050	\$36,710	\$36,030	\$36,030	\$40,960	\$34,370	\$34,370	\$35,050	\$35,730	\$31,650	\$43,700									
		\$10,200	\$136	\$144,160	\$318,120	\$172,260	\$3,300	\$637,840	\$6,856	\$644,696															
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
		22.6%	49.9%	27.0%	0.5%	100.0%																			
Construction Manager	\$170.00	848	\$144,160																						
Inspector	\$110.00	2,892	\$318,120																						
Inspector	\$110.00	1,566	\$172,260																						
Project Controls	\$110.00	30	\$3,300																						
<b>LABOR SUBTOTAL</b>			<b>\$637,840</b>																						
<b>EXPENSE SUBTOTAL</b>			<b>\$6,856</b>																						
<b>TOTAL BUDGET</b>			<b>\$644,696</b>																						

Notes:  
 (1) Based on 5 day work week  
 (2) Based on 8hr OT M-F, plus 8 hr OT on Saturday.  
 (3) Jan - April Contractor works 2 shifts to complete WL work within City window

CM Firm: Lockwood, Andrews & Newnam, Inc. (LAN)  
 Project Name: Lumpkin Road Reconstruction and Drainage Improvements  
 WBS No.: N-T17000-0012-3  
 Construction Amount: \$13,494,375

Firm	Description	Rate Schedule (\$ / hr)				HOURS/MONTH												TOTALS																			
		Raw Rate <sup>(1)</sup>	Multiplier	Billing Rate	Hours / Qty	2014		2015												2016		2017															
						Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		Dec	Jan	Contingency Period Feb Mar	Contingency Period Feb Mar	Mar														
Accessability Check	Perform accessibility TAS plan review	\$250.00	1.00	\$250.00	1	\$250																															
	Register project & process all state forms (includes \$175 TDLR filing fee)	\$175.00	1.00	\$175.00	1	\$175																															
	Milestone inspections	\$390.00	1.00	\$390.00	16	\$6,240																															
	Adj plan review or inspections	\$150.00	1.00	\$150.00	1	\$150																															
Kuo & Associates	3-man Survey crew two days on-call service	\$140	1.00	\$140	40	\$5,600																															
	Administrative Administrator			\$85.00	76	\$6,460																															
Texas American	Clerical			\$65.00	103	\$6,663																															
<b>LABOR &amp; EXPENSE SUBTOTAL</b>						<b>\$25,538</b>																															

November 25, 2014

Ms. Ann Givens, Chair of the Board  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Reference: **Proposal for Construction Materials Engineering Services, Lumpkin Road Drainage and Roadway Improvements (WBS No. N-T17000-0012-3)**


Ms. Givens:

On behalf of Aviles Engineering Corp. (Aviles), Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for Materials Testing Services for the Lumpkin Road Drainage and Roadway Improvement Project.

Aviles will provide the materials testing services in accordance with project specific and City of Houston requirements and specifications. The testing will be done on a time and materials basis with the attached fee schedule and cost estimate. We propose to provide this service for an estimated **\$340,800** (*Base Bid: \$278,200 & Alternate Bid: \$62,600*).

Please feel free to contact me at 713.266.6900 if you have any questions or require any additional information.

Sincerely,



Muhammad Ali, P.E.  
Project Manager

Accepted For  
Memorial City Redevelopment Authority

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print  
Accepted for City of Houston

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

Attachments: Exhibit A - Construction Materials Services – Level of Effort  
Exhibit B - Aviles's Construction Materials Engineering Services Proposal



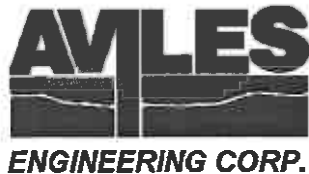
**EXHIBIT A**  
**Construction Materials Engineering Services - Level of Effort**

**CM Firm:** Lockwood, Andrews & Newnam, Inc. (LAN)  
**Project Name:** Lumpkin Road Drainage and Roadway Reconstruction  
**WBS No.:** N-T17000-0012-3  
**Construction Amount:** \$13,494,375

**CONSTRUCTION MATERIALS ENGINEERING SERVICES**

No.	Firm	Service	Type	CM BUDGET			% of Construction
				Amount	Sub Markup	SUBTOTAL	
				8.0%			
1	Aviles	CONSTRUCTION MATERIALS ENGINEERING SERVICES	Reimbursable	\$ 315,583	\$ 25,247	\$ 340,830	100%
			<b>Subtotal</b>	<b>\$ 315,583</b>	<b>\$ 25,247</b>	<b>\$ 340,800</b>	

<b>TOTAL CM BUDGET</b>	<b>\$340,800</b>	<b>2.5%</b>
------------------------	------------------	-------------



November 25, 2014

Mr. Ricky Gonzalez  
Project Coordinator  
LAN  
2925 Briarpark Drive, Suite 400  
Houston, TX 77042

Re: Construction Materials Testing and Inspection Services on  
***TIRZ No. 17 - Memorial City Redevelopment Authority  
Lumpkin Road Roadway Reconstruction and Drainage Improvements  
Approximately 3500 LF of Storm Sewer and Roadway Reconstruction  
from IH-10 to Northbrook Drive  
WBS No. N-T17000-0012-3***  
Our Proposal Number: 14-62 (Rev. 1)

Mr. Gonzalez:

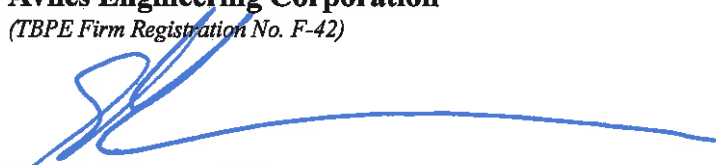
In response to your request, Aviles Engineering Corporation (AEC) has prepared the attached estimate for providing Construction Inspection Services on the above referenced project for your review.

AEC proposes to provide experienced technical personnel to perform testing and inspection services in general accordance with the City of Houston and project testing requirements, ASTM Standards or other applicable procedures when requested. AEC also proposes that the work be accomplished on a unit price basis in accordance with the attached Schedule of Services and Fees and that the work be performed pursuant to the AEC's General Conditions. Copies of the AEC Schedule of Services and Fees and General Conditions are enclosed herewith and are incorporated into this document. AEC's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

AEC will proceed with the work on the basis of verbal authorization; however, please sign and return one (1) copy of this document intact *or provide an alternate form of contract for AEC's review*. AEC can not issue any reports until either a signed copy of the document or an alternate form of contract is received. When returning this document or alternate form of contract, please complete the attached Project Data Sheet so that your file can be properly established.

**Aviles Engineering Corporation** appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase.

Respectfully submitted,  
**Aviles Engineering Corporation**  
*(TBPE Firm Registration No. F-42)*



Shane Ressman, P.E.  
Department Manager

Schedule of Services & Fees  
Project Data Sheet  
Terms and Conditions  
Cost Estimate – Base Bid and Base + Alt. Bid (3 Pages)

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

**Aviles Engineering Corporation**  
**Schedule of Services and Fees \* Construction Materials Testing**

**LABORATORY TESTING SERVICES**

**Concrete and Aggregates**

Laboratory testing of concrete, grout, mortar and lightweight roof fill cylinders, beams and cubes delivered to our laboratory in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test .....	Each	\$ 16.00
b. Reserves Not Tested .....	Each	\$ 16.00
c. Lightweight Concrete Compression Test.....	Each	\$ 20.00
d. Flexural Strength of Concrete Test (Beams) .....	Each	\$ 25.00
e. Compressive Strength of Mortar or Grout (2" x 2" x 2").....	Each	\$ 22.00
f. Compressive Strength of Grout (3" x 6") or Grout Prism.....	Each	\$ 44.00
Sieve Analysis of Aggregates .....	Each	\$ 50.00
Washed Sieve Analysis on Flexible Base Materials.....	Each	\$ 95.00
Liquid Limit & Plasticity Index of – No. 40 from Flexible Base Materials.....	Each	\$ 75.00
Abrasion Test of Aggregates by Los Angeles Machine .....	Each	\$ 208.00
Density of Lightweight Concrete Cylinders.....	Each	\$ 81.00
Testing of Aggregates for Mix Design (Sieve Analysis, Absorption, Specific Gravity, Unit Weight) .....	Per Series	\$ 180.00
Specific Gravity & Absorption of Aggregate .....	Each	\$ 99.00
Moisture Content of Aggregate.....	Each	\$ 12.00
Concrete Mix Design Review for Compliance to ACI or ASTM Standards .....	Each	\$ 200.00
Preparation and Testing of Cores.....	Each	\$ 75.00

**Soils**

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 Method A or B .....	Each	\$ 190.00
b. ASTM D 1557 Method A or B .....	Each	\$ 205.00
c. ASTM D-698 & D-1557, Method C.....	Each	\$ 215.00
d. TxDOT Test Method Tex-113-E.....	Each	\$ 215.00
e. ASTM D 558 on Lime or Cement Treated Soils .....	Each	\$ 210.00
Atterberg Limits Determination (PI).....	Each	\$ 55.00
Grain Size Analysis, Mechanical & Hydrometer .....	Each	\$ 120.00
Lime Series Curve, pH Method .....	Each	\$ 220.00
Material Finer Than #200 Sieve .....	Each	\$ 45.00
Sieve Analysis on +#200 Sieve Material.....	Each	\$ 50.00
Bearing Ratio Test (CBR), ASTM D-1883, per point (Does not include moisture/density relationship) .....	Each	\$ 215.00
Permeability Test:		
a. Falling Head or Constant Head.....	Each	\$ 250.00
c. Remolded Sample .....	Each	\$ 75.00
Organic Content .....	Each	\$ 75.00

**LABORATORY TESTING SERVICES, continued**

**Asphaltic Concrete Testing**

a. Molding Specimens (3 Specimens).....	Per Set	\$ 60.00
b. Density (3 Specimens) .....	Per Set	\$ 50.00
c. Stability (3 Specimens) .....	Per Set	\$ 90.00
d. Extraction and Gradation .....	Each	\$ 200.00
e. Theoretical Specific Gravity .....	Each	\$ 90.00
Thickness Determination of Asphaltic Concrete Cores.....	Each	\$ 9.00
Density Determination of Asphaltic Concrete Cores.....	Each	\$ 45.00
Asphaltic Concrete Mix Design Review.....	Each	\$ 200.00

**Other Items**

Compressive Strength of Cement Stabilized Sand or Soil Cement.....	Each	\$ 70.00
Comp. Str. - Cement or LFA Stabilized Bases or Soils (Modified Tex-120-E) .....	Each	\$ 240.00
Splitting Tensile Strength of Concrete.....	Each	\$ 109.00
Density Determination - Soil Cement.....	Each	\$ 18.00
Absorption and Saturation - Facia Brick .....	Each	\$ 72.00
Compressive Strength - Facia Brick .....	Each	\$ 33.00
Compressive Strength of Masonry Prisms.....	Each	\$ 135.00
Thickness Testing of Concrete or Asphaltic Concrete Cores (9 Point) .....	Each	\$ 13.00

**FIELD TESTING SERVICES**

Engineering Technician to Perform:

- .....Concrete Placement Inspection and testing
- .....Concrete Batch Plant Inspection
- .....Cylinder/Cube/Beam Pick Up
- .....Proofrolling Observation
- .....Concrete Placement and/or Batch Plant Inspection
- .....Drilled Pier, Pile and/or Foundation Inspection
- .....Post Tension Inspection
- .....Soil Cement or Lime Stabilization Inspection
- .....Field Compaction Testing and Observation
- .....Laboratory Technician
- .....Masonry Mortar, Grout or Prism Testing or Inspection
- .....Base Plate Inspection and Non-Shrink Grout Testing
- .....Sample Pick Up

Engineering Technician (Minimum 4 Hours).....	Per Hour	\$ 54.00
Overtime.....	Per Hour	\$ 81.00
Concrete Pavement Cores (Minimum Fee \$338.00)		
6 Inches Thick or Less, 4 Inch Diameter Bit.....	Per Core	\$ 105.00
Additional Thickness – (6” to 12”) = \$9.00 per inch; (Over 12”) = \$12.00 per inch		
Coring of Structural Concrete or Core Diameters other than 4” .....	Will Quote Upon Request	

**FIELD TESTING SERVICES, continued**

**Asphaltic Concrete Pavement Cores (Minimum Fee \$338.00)**

a. 6 Inches Thick or Less, 4 Inch Diameter .....	Per Core	\$	93.00
b. Additional Thickness over 6" .....	Per Inch	\$	8.00
Reinforcing Steel Inspection (4 Hr. Min.) .....	Per Hour	\$	90.00
Overtime .....	Per Hour	\$	135.00
AWS Certified Welding Inspector, ACCP LII and Bolting Inspection (4 hr. Min.) ..	Per Hour	\$	92.00
Overtime .....	Per Hour	\$	138.00

**Other Services**

Use of Nuclear Density Gauge (4 Hour Minimum) .....	Per Hour	\$	10.00
Fireproofing – Cohesion / Adhesion Test.....	Each	\$	30.00
Fireproofing – Density Test .....	Each	\$	40.00
Floor Moisture Kit .....	Each	\$	60.00
UT Equipment .....	Per Day	\$	90.00
UT Couplant (Minimum Charge of 1 Pint) .....	Per Pint	\$	30.00
Magnetic Particle Yoke.....	Per Day	\$	45.00
Magnetic Powder (Minimum Charge 0.5 Pounds).....	Per Pound	\$	30.00
Use of James R-Meter.....	Per Day	\$	75.00
Solids Content of Lime Slurry - Field.....	Per Test	\$	30.00
Skidmore Wilhelm .....	Per Day	\$	135.00
Field Sieve Analysis.....	Each	\$	12.00
Vehicle Charge (4 Hour Minimum).....	Per Hour	\$	10.00

**Engineering Services and Management**

Principal or Chief Engineer.....	Per Hour	\$	200.00
Senior Engineer .....	Per Hour	\$	150.00
Project Engineer .....	Per Hour	\$	130.00
Graduate Engineer, Project Manager.....	Per Hour	\$	90.00

**Remarks**

- All hours are portal to portal from 5790 Windfern, Houston, Texas. Fractions of hours will be billed as whole hours. Overtime is classified as all hours worked over eight (8) hours per day or hours worked before 6:00am, after 6:00 pm weekdays and any hours worked on Saturdays, Sundays or Holidays. If a special trip is made just to pickup test cylinders, the minimum charge will be lowered to 2 hours for the technician.
- A mileage surcharge rate of \$0.585 per mile will apply for travel exceeding 100 miles per day. Commercial travel and subsistence costs will be invoiced at cost + 15%.
- Airport badging, safety training courses and drug screen testing will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost + 15%.
- Project Engineer / Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
- Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
- Services and fees not listed will be quoted upon request.

**PROJECT DATA SHEET**  
**CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES**

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

Project Location: \_\_\_\_\_

Your Job No: \_\_\_\_\_ Purchase Order No: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Telephone No: \_\_\_\_\_

**Number and Distribution of Reports:**

( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_

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Invoicing Address: \_\_\_\_\_

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\_\_\_\_\_  
Attn: \_\_\_\_\_

Site Contact: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Other Pertinent Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **CONSTRUCTION MATERIALS TESTING/INSPECTION SERVICES TERMS AND CONDITIONS**

### **STANDARD OF CARE**

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised in The Materials Testing/Inspection Services Industry contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

### **SCOPE OF SERVICES**

The CLIENT will develop a scope of service based on the project information. AVILES ENGINEERING shall not be responsible for problems arising due to insufficient or invalid project or other relevant information. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

### **SITE AND SITE CONDITIONS**

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

### **BILLING AND PAYMENT**

Per LAN, payment will be made per the LAN / Aviles Project Master Agreement.

### **LIMITATION OF LIABILITY / INDEMNIFICATION**

Per LAN, the Limitation of Liability and Indemnification will be per the LAN / Aviles Project Master Agreement.





**CONSTRUCTION MATERIALS ESTIMATE**  
**TIRZ No. 17 - Memorial City Redevelopment Authority**  
**Lumpkin Road Roadway Reconstruction and Drainage Improvements**  
**WBS No. N-T17000-0012-3**

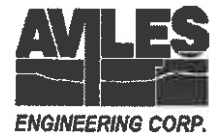
***NOTE: Two (2) techs will be necessary during some aspects of construction.***

**BASE BID ITEMS**

**Soils Inspection**

Soils Inspection will be provided per the project specifications. The inspection and testing of the utility bedding and backfill will include field density testing for 4,444 L.ft of open cut for various sizes of storm sewer pipe and boxes, 187 L.ft of sanitary sewer, auger and receiving pits for 2823 L. ft. of water line (open cut and trenchless), 98 L. ft. of fire hydrant leads, structures, manholes, junction boxes, precast inlets, leads, and various valves, taps, connections, and assemblies. It will also include lime stabilized subgrade (370 yd<sup>2</sup>), lime/flyash stabilized subgrade (13,403 yd<sup>2</sup>), cement stabilized base (370 yd<sup>2</sup>), CSS and select fill at the Basin, backfill of the modular wall, and borrow (1860 cu. yds). CSS specimens will also be sampled for compressive strength when required. Samples to determine the moisture density relationships (MDR) and other soil constants will be also obtained. AEC estimates one hundred forty (140) trips for inspection and testing.

<b><u>Service Description</u></b>	<b><u>Unit Rate</u></b>	<b><u>Quantity</u></b>	<b><u>Amount</u></b>
Technician per hour	\$ 54.00	1176	\$ 63,504.00
Technician OT per hour	\$ 81.00	356	\$ 28,836.00
Moisture Density Relationship (D698), each	\$ 190.00	6	\$ 1,140.00
Moisture Density Relationship Cement / Lime Stab., each	\$ 210.00	8	\$ 1,680.00
Compressive Strength CSS, each	\$ 70.00	280	\$ 19,600.00
Optimum Lime Content pH Method, each	\$ 220.00	4	\$ 880.00
Atterberg Limits, each	\$ 55.00	18	\$ 990.00
Percent Passing #200 Sieve, each	\$ 45.00	6	\$ 270.00
Mechanical Sieve Analysis, Through No. 200 Sieve, each	\$ 50.00	6	\$ 300.00
Compressive Strength Base, each	\$ 240.00	9	\$ 2,160.00
Use of Nuclear Gauge per hour	\$ 10.00	1532.0	\$ 15,320.00
Vehicle Charge per hour	\$ 10.00	1532.0	\$ 15,320.00
Project Management per hour	\$ 130.00	62.4	\$ 8,112.00
			<b>\$ 158,112.00</b>



## *Construction Materials Testing and Inspection Estimate, continued*

### Concrete Inspection

Concrete Inspection will be provided per the project specifications. It will include 7", 8" and 10" pavement (Reg and HES) (14,450 yd<sup>2</sup>), 7" HES driveways (8,499 ft<sup>2</sup>), 4.5" sidewalk (23,460 ft<sup>2</sup>), 6" curb (5,778 L. Ft.), ramps (6), 6' & 8' wide pilot channels (842 L. Ft.), 5" slope paving (1,265 yd<sup>2</sup>), and various junctions boxes, inlets, outfall structures, headwalls, drilled shafts, mow strips, and toe walls. AEC estimates ninety nine (99) trips for inspection and testing.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Technician per hour	\$ 54.00	600	\$ 32,400.00
Technician OT per hour	\$ 81.00	225	\$ 18,225.00
Technician (2nd Tech) per hour	\$ 54.00	192	\$ 10,368.00
Technician OT (2nd Tech) per hour	\$ 81.00	72	\$ 5,832.00
Technician OT (Cylinder Up) per hour	\$ 81.00	36	\$ 2,916.00
Concrete Compression Tests, each	\$ 16.00	392	\$ 6,272.00
Concrete Coring 4" Dia. To 6" Depth, each	\$ 105.00	21	\$ 2,205.00
Additional Thickness (6" to 12") per inch	\$ 9.00	46	\$ 414.00
Measuring Thickness of Concrete Cores, each	\$ 15.00	21	\$ 315.00
Mix Design Review, each	\$ 200.00	5	\$ 1,000.00
Vehicle Charge per hour	\$ 10.00	1153.0	\$ 11,530.00
Project Management per hour	\$ 130.00	25	\$ 3,250.00
		<b>Subtotal</b>	<b>\$ 94,727.00</b>

### Project Management / Meetings

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Sr. Project Engineer, PE	\$ 150.00	30	\$ 4,500.00
Vehicle Charge per hour	\$ 10.00	30	\$ 300.00
		<b>Subtotal</b>	<b>\$ 4,800.00</b>

**ESTIMATED TOTAL FOR SERVICES AND TESTING = \$257,639.00**

#### NOTES & ASSUMPTIONS:

- Project Duration: 12 months (Base Bid)
- Approximate Base Bid: \$11,000,000
- Approximate Base Bid w/ Alt: \$13,400,000
- No testing was included on the temporary HMA

Testing Budget, % of Construction Cost
2.34%



***Construction Materials Testing and Inspection Estimate, continued***

**BASE + ALTERNATE BID ITEMS**

**ESTIMATED TOTAL FOR BASE BID ITEMS = \$257,639.00**

**ALTERNATE BID ITEMS**

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Technician per hour	\$ 54.00	408	\$ 22,032.00
Technician OT per hour	\$ 81.00	88	\$ 7,128.00
Technician (2nd Tech) per hour	\$ 54.00	96	\$ 5,184.00
Technician OT (2nd Tech) per hour	\$ 81.00	18	\$ 1,458.00
Technician OT (Cylinder PU) per hour	\$ 81.00	13.5	\$ 1,093.50
Moisture Density Relationship Cement / Lime Stab., each	\$ 210.00	3	\$ 630.00
Compressive Strength CSS, each	\$ 70.00	48	\$ 3,360.00
Optimum Lime Content pH Method, each	\$ 220.00	2	\$ 440.00
Atterberg Limits, each	\$ 55.00	12	\$ 660.00
Use of Nuclear Gauge per hour	\$ 10.00	370.0	\$ 3,700.00
Concrete Compression Tests, each	\$ 16.00	146	\$ 2,336.00
Concrete Coring 4" Dia. To 6" Depth, each	\$ 105.00	9	\$ 945.00
Additional Thickness (6" to 12") per inch	\$ 9.00	18	\$ 162.00
Measuring Thickness of Concrete Cores, each	\$ 15.00	9	\$ 135.00
Vehicle Charge per hour	\$ 10.00	634.0	\$ 6,340.00
Project Management per hour	\$ 130.00	18	\$ 2,340.00
<b>Subtotal for Alternate Bids Items</b>			<b>\$ 57,943.50</b>

**ESTIMATED TOTAL FOR SERVICES AND TESTING = \$ 315,582.50**

**NOTES & ASSUMPTIONS:**

- Project Duration: 12 months (Base Bid)
- Approximate Base Bid: \$11,000,000
- Approximate Base Bid w/ Alt: \$13,400,000

Testing Budget, % of Construction Cost
2.36%



November 25, 2014

Ms. Ann Givens, Chair of the Board  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Reference: **Proposal for Construction Phase Engineering Services, Lumpkin Road Reconstruction and Drainage Improvements (WBS No. N-T17000-0012-3)**

Ms. Givens:

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for Construction Phase Engineering Services for the Lumpkin Road Reconstruction and Drainage Improvements.

The attached Scope of Services and Level of Effort describe the services to be provided and an estimate of the personnel and hours that will be required. These services will focus on providing technical assistance during construction. The construction Phase Engineering Services involves reviews of Requests for Information (RFIs) submitted by the Contractor, submittals such as Shop Drawings, and other engineering required input during construction including attend meetings with the Contractor or stakeholders when requested by the Construction Manager.

We propose to provide these services on a lump sum basis for an estimated **\$152,400** (Base bid: \$125,000 & Alt Bid \$27,400) which includes the cost for a specialty sub-consultant: Urban Forestry Services.

Please feel free to contact me at 713.266.6900 if you have any questions or require any additional information.

Sincerely,

Muhammad Ali, P.E.  
Project Manager

Accepted For  
Memorial City Redevelopment Authority

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

Accepted for City of Houston

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

Attachments: Exhibit A - Construction Phase Services Scope of Services  
Exhibit B - Construction Phase Services Estimated Level of Effort

**Exhibit A**  
**Construction Phase Services - Scope of Services**

The Scope of Services to be provided by Lockwood, Andrews and Newnam, Inc. (LAN) Project Manager and Project Engineers during the construction phase of the project shall include the following:

- A. The Project Manager shall make site visits during times when the contractor is actively performing major construction activities. The site visits shall occur at a minimum on a monthly basis, after the contractor has mobilized and is working. These visits may be combined with any site visits made to resolve field problems relating to the construction.
  
- B. Upon the completion of a site visit by the Project Manager, a "Construction Site Observation/Status Report" shall be submitted to the Construction Manager. This report shall include, as a minimum, the following:
  - 1. Project Title;
  - 2. Status of Submittals (shop drawings, Requests for Information (RFIs), and Requests for Proposals (RFPs);
  - 3. Site observations to include discussion on whether the work observed was in general conformance with the contract documents;
  - 4. Closing remarks;
  - 5. Location maps;
  - 6. Site photos.
  
- C. RFIs will normally be generated by the Construction Contractor when a situation or condition is anticipated or encountered in the field that may not be fully addressed in the Construction Contract Documents. RFIs are to be reviewed and a complete and fully responsive written answer provided to the Construction Manager within 4 days, or as otherwise directed.
  
- D. The Project Manager, in conjunction with other Project Engineers, shall review all other Submittals promptly and provide a complete and responsive answer to the Construction Manager within 4 days or as otherwise directed.
  
- E. The Project Manager and/or Project Engineer(s) shall assist the Construction Manager in issuing Supplementary Instructions to the Construction Contractor when necessary to correct and/or clarify Plans or Specifications or to avoid potential problems identified by the Construction Manager, Project Manager and/or Project Engineer(s).

- F. The Project Manager and/or Project Engineer(s) may be requested to attend regularly scheduled or specially called meetings with the Construction Contractor or Stakeholders. The need for the Project Manager and or Project Engineer(s) to attend such meetings shall be determined by the Construction Manager in consultation with the Project Manager and or Project Engineer(s).
- G. The Project Manager shall submit the as-built record drawings within 30 days after receipt of contractor red-lined as-builts.
- H. The Project Manager and/or Project Engineer(s) shall provide any other engineering services requested by the Construction Manager and determined to be necessary and appropriate for the safe, timely and on-budget completion of the Project.

**EXHIBIT B  
Construction Phase Services - Level of Effort**

PROJECT NO.: WBS N- T17000-0012-3  
 Project Name: Lumpkin Road Reconstruction and Drainage Improvements  
 Project Duration: 465 days  
 Construction Amount: **\$13,494,375.20**

BILLING RATE	Sr. PM	PM	PE	EIT	Designer	Admin	Secretary
	2,25.00	175.00	150.00	120.00	115.00	110.00	65.00

	ESTIMATED HOURS/MONTH															
	Dec-14	Jan-15	Feb-15	Mar-15	Apr-14	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16
<b>CPS</b>																
Labor Costs (\$)																
Sr. PM	4	6	6	3	5	3	4	3	3	2	3	0	0	0	3	2
PM																
PE	18	28	32	34	53	16	14	14	14	24	14	12	12	30	12	18
EIT	26	44	50	48	96	34	34	34	34	52	28	28	30	34	34	36
Designer																
Admin	2	6	4	4	8	4	4	4	4	8	4	4	4	8	6	6
Secretary															0	0
REIMBURSABLE																
<b>TOTAL</b>	\$6,940.00	\$11,490.00	\$12,590.00	\$11,975.00	\$21,475.00	\$7,595.00	\$7,520.00	\$7,295.00	\$7,295.00	\$11,170.00	\$6,575.00	\$5,600.00	\$5,840.00	\$9,460.00	\$7,215.00	\$8,130.00

	ESTIMATED HOURS/MONTH															
	Dec-14	Jan-15	Feb-15	Mar-15	Apr-14	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16
<b>Additional Services:</b>																
*Please list if needed																
Urban Forestry Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REIMBURSABLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

LABOR	\$ 148,165.00
Additional Services	\$ 3,240.00
Expenses	\$ 1,000.00
<b>TOTAL CPS COST</b>	<b>\$ 152,405.00</b>

1.13% of Construction Cost



**WORK ORDER #9**

24 November 2014

Mr. Don Huml  
Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024  
713-829-5720

Subject: Professional Design Services – Lumpkin Road Construction Phase Services  
(SWA Project RHTs401.B)

Dear Mr. Huml:

SWA is pleased to propose our professional services for professional landscape architecture services in support of the referenced project. These services will provide for the construction phase coordination and site observation for the amenity improvements (the "Project"). These services will help to insure that the construction of the amenity improvements achieves the design intent in the documents for construction in terms of scope and quality. This Agreement is by and between Memorial City Redevelopment Authority (the "Authority") and SWA in support of the referenced project located in Houston, Harris County, Texas.

**SCOPE OF SERVICES**

SWA will perform the following for the Project :

1. Collaborate with Project Engineer, LAN, such that SWA services are coordinated with the contractor's schedule and construction sequence for the amenity improvements for the Project;
2. Make periodic visit to the site (up to eight – 8 – visits) to observe the progress of the construction of amenity improvements and its adherence to the design documents for construction;

Kevin Shanley  
 Kinder Baumgardner  
 Timothy Peterson  
 James Vick  
 Gerdo P Aquino  
 David Berkson  
 René Bihan  
 Scott Cooper  
 Marco Esposito  
 Tom Fox  
 David R Gal  
 Cinda Gilliland  
 Ying-Yu Hung  
 Richard K Law  
 Hui-Li Lee  
 James Lee  
 Margaret Leonard  
 Chih-Wei Lin  
 John S Loomis  
 Ye Luo  
 Charles S McDaniel  
 Ross Nadeau  
 Sean O' Malley  
 Lawrence Reed  
 R Joseph Runco  
 Elizabeth Shreeve  
 Scott Slaney  
 David P Thompson  
 John L Wong

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 Fax 713.868.7409

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3. Prepare field reports summarizing these site observation visits and provide reports to the Project Engineer;
4. Review and respond to contractor submittals and RFI's for the amenity improvements;
5. Select and tag trees in the local tree nursery;
6. Coordinate with Project Engineer in reviewing, commenting on and approving contractor Pay Request Certificates for the amenity improvements;
7. Prepare punch list for final completion of the amenity improvements at the time of Substantial Completion; and,
8. Make final (one visit) walk-through following contractors completion of all punch list items.

### **TERMS AND FEES**

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

Services described shall be provided on a fixed fee of \$14,750. Expenses are included in the fee. Fees and expenses will be billed monthly on a percentage complete basis. Services not specifically described in the above scope of services will be performed as an additional service, as agreed and approved in advance by the Client.

We would be pleased to answer questions you may have or to clarify any points above.  
If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

James Vick, AIA  
Principal / Contracting Officer  
Architect, TX License # 10477  
Architects are licensed by the State of Texas.



Accepted: Memorial City Redevelopment Authority

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

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

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

City of Houston, Texas

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

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

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

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

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

RECITALS

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

**WHEREAS**, pursuant to the Temporary Right of Entry and Construction Agreement between the Authority and the College dated September 1, 2014 (the “**Improvements Agreement**”), the Authority agreed to construct certain Improvements (as defined therein) consisting of, but not be limited to, landscaping, hardscaping, seating amenities, and other access improvements over and on the Property, in consideration of the College’s grant of the right-of-way over Lumpkin Road for the Authority to construct a roadway; and

**WHEREAS**, the Parties have determined that a portion of the College’s driveways must be repaired or replaced to preserve reasonable access to the Property and achieve elevation continuity to the Property as shown in **Exhibit A** (the “**Driveway Transition**”); and

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

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

## AGREEMENT

Section 1. Temporary License Agreement. In consideration of the Authority's satisfactory performance of its obligations to construct and convey the Driveway Transition to the College, the College hereby grants the Authority and any of the Authority's agents and contractors approved by the College the right to enter the Property during the Term in order for the Authority to perform its obligations to construct the Driveway Transition as described in this Agreement.

### Section 2. Design and Construction of Driveway Transition.

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

b. Design. The Authority shall employ a licensed architect and/or engineer to design the Driveway Transition as shown in **Exhibit A** and in accordance with Driveway Design Criteria shown in **Exhibit B**. The Authority's architect/engineer will develop schematic drawings, design development documents, and construction documents and specifications for the Driveway Transition in accordance with **Exhibit B** (collectively, the "**Plans**"). Any modifications or enhancements to the design shall be the responsibility of the College. The College shall have the right to review and approve the Plans prior to construction. The Plans and construction shall comply with all requirements of any governmental authority having jurisdiction over the area where the Property is located ("**Governmental Requirements**").

c. Construction. Upon approval of the Plans by the College, the Authority will enter into a construction contract with its contractor to construct the Driveway Transition. The Driveway Transition must be completed before the end of the Term of this Agreement, which is simultaneous with the term of the Improvements Agreement. Among other provisions protecting the College, the construction contract will require the contractor to construct the Driveway Transition free of defects, to obtain payment and performance bonds for the value of the contract, to add the College as an additional insured on property and liability insurance policies, to create no liens to be placed upon the Property, and to indemnify the College against damages for property loss and injury to persons. The Authority will cause its contractors to construct and install the Driveway Transition in accordance with the Plans approved by the College, in

accordance with all Governmental Requirements, and in accordance with the contract between the Authority and the contractor. Upon substantial completion, the Authority will assign and will cause its contractor to assign all warranties under the contract to the College. The Authority shall obtain lien waivers from its contractor and subcontractors and not permit any liens to be filed upon the Property. At the conclusion of construction, the Authority will require the contractor to leave the Property in a neat and clean condition free of all debris and construction materials. The College shall have the right to review and approve the construction contract if requested.

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

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

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

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

- A. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
  - c. Products-Completed Operations Aggregate - \$2,000,000
  - d. Personal & Advertising Injury -\$1,000,000
- B. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- C. Excess Liability: \$2,000,000/\$2,000,000
- D. Worker's Compensation insurance, including employers' liability insurance, with limits not less than \$1,000,000 each accident, occurrence or disease.
- E. Builder's Risk/All Risk, issued on a completed value basis on all insurable work included under the contract, including completed work and work in progress to the full insurable value of the entire work for the construction of the Driveway Transition.
- F. Coverage for debris removal, with limits not less than \$50,000.
- G. Payment and Performance bonds for the full value of the construction contract.

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

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

Section 7. No Third Party Benefit. This Agreement shall be for the sole and exclusive benefit of the Authority and the College and shall not be construed to confer any benefit or right upon any customers, residents, or members of the Authority or the College, or on any other Party, including in the nature of third party beneficiaries.

Section 8. Assignment. This Agreement is not assignable by any Party hereto except with the prior written consent of the other Party.

Section 9. Modification. Except as provided in this Agreement, this Agreement may not be changed or modified except with the written mutual consent of the Parties hereto.

Section 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof and supersedes all prior negotiations and agreements, whether verbal or written. There have been and are no agreements, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein.

Section 11. Term and Effect of Termination.

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

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

Section 12. 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 13. No Waiver of Immunity. Nothing contained herein shall operate to or be deemed as having waived any immunities to which the College or the Authority is entitled under law.

Section 14. Incorporation. The recitals are incorporated into the Agreement for all purposes. Exhibits A and B, attached hereto, are incorporated into the Agreement for all purposes.

Section 15. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. The Parties consent to the jurisdiction and venue of the state courts of Harris County, Texas, or the federal courts of the Southern District of Texas, Houston Division, for any action under this Agreement.

Section 16. Counterparts; Electronic Signatures. This Agreement may be executed in any number of identical counterparts each of which shall be deemed an original and all of which will constitute one agreement. The parties agree to accept electronic signatures and electronic copies of the Agreement for purposes of an original and intend that this Agreement be subject to the Texas Electronics Transaction Act.

[EXECUTION PAGES FOLLOW]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown on the first page.

MEMORIAL CITY REDEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

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

Address: 8955 Katy Freeway, Suite 215  
Houston, Texas 77024  
Attn: Executive Director

With a copy to: Ms. Jessica Holoubek  
Attorney for the Authority  
Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Telephone: 713-860-6491  
Facsimile: 713-860-6691  
Email: jholoubek@abhr.com

HOUSTON COMMUNITY COLLEGE

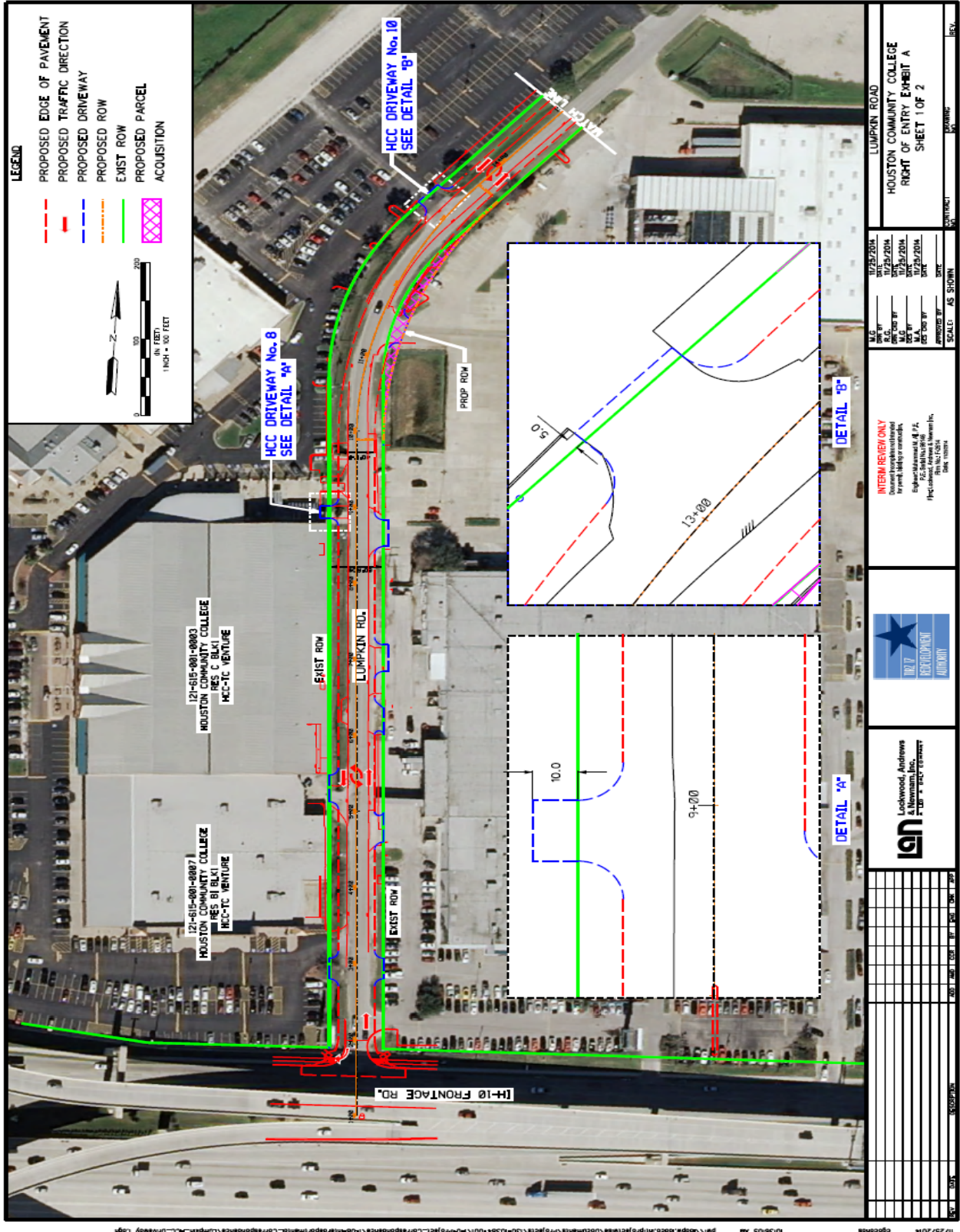
By: \_\_\_\_\_  
Dr. Casar Maldonado, Chancellor

Address: \_\_\_\_\_  
\_\_\_\_\_  
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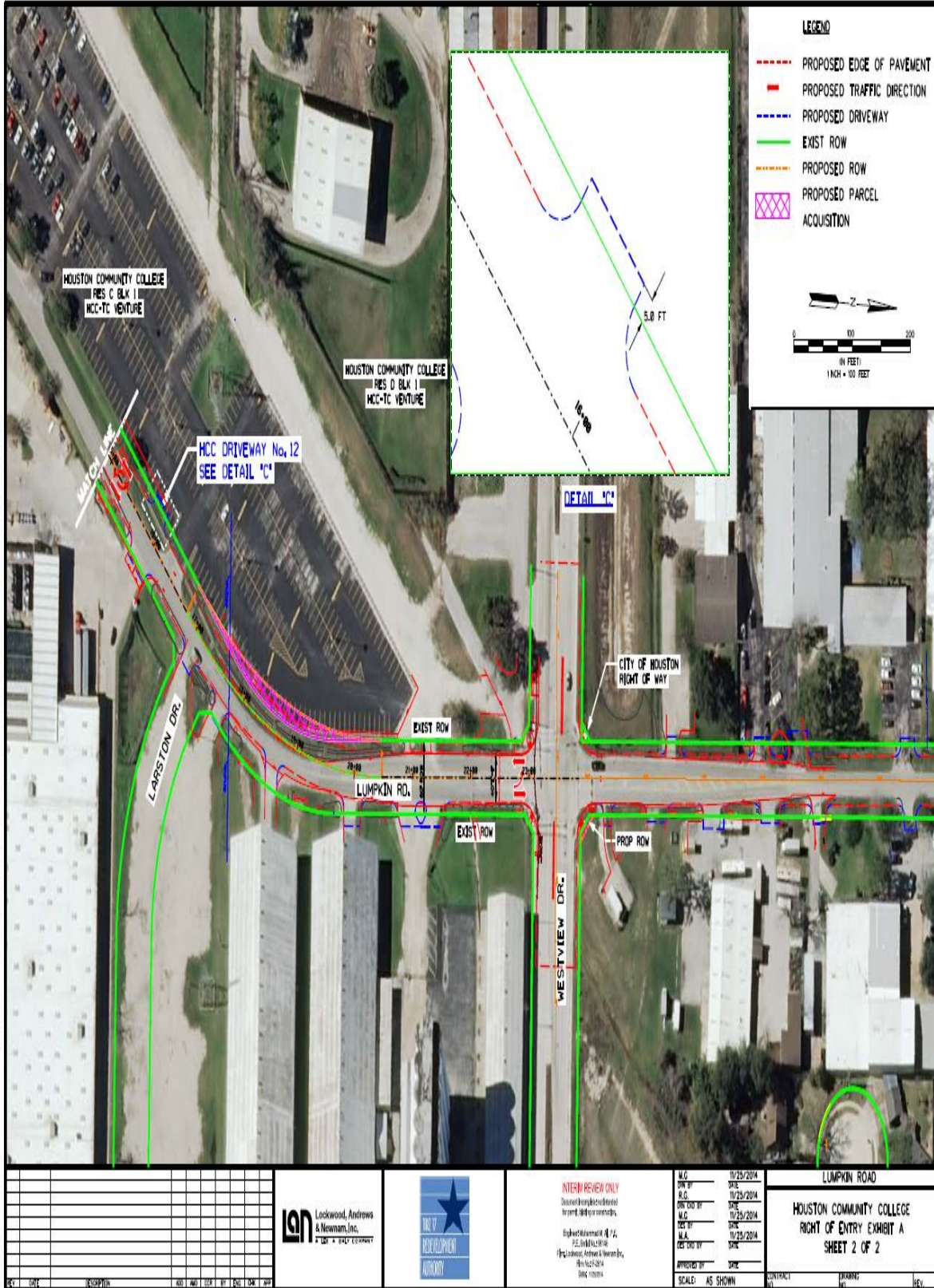
With copies to: Ms. Ashley Smith  
Acting General Counsel  
Houston Community College System  
3100 Main Street  
Houston, Texas 77002  
Telephone: 713-718-7584  
Facsimile: 713-718-7585  
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# Exhibit A The Property and The Driveway Transition



# Exhibit B Driveway Design Criteria





# CITY OF SPRING VALLEY VILLAGE

November 14, 2014

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

RE: Spring Valley Village Review of TIRZ 17

Dear Mr. Huml:

As you are aware, the City of Spring Valley Village (the "City") has engaged a consulting engineering firm, Brown & Gay, to review plans commissioned by the Memorial City Redevelopment Authority ("MCRA") relating to a new detention basin and proposed changes to Briar Branch. The City retained Brown & Gay to protect the rights and interests of the residents of the City. Specifically, the City wants to ensure that no adverse impact results from the proposed changes to Briar Branch, which presently presents a flooding problem to the residents of the City.

After a comprehensive review of LAN's report and models, Lee Lennard, P.E., Senior Project Manager with Brown & Gay, found "significant issues in the methodology and analytical approach for the solutions proposed in the [LAN] report." In a June 2014 letter addressed to Mr. Derek St. John, P.E., LAN, Inc., Mr. Lennard raised several concerns and encouraged continued dialogue to identify a mutually beneficial solution to a significant drainage problem. No answers have presently been provided to the concerns raised in Mr. Lennard's letter.

I understand that you recently contacted the Spring Valley Village Mayor, Mr. Tom Ramsey, and requested that the City bear some portion of the cost associated with the MCRA to respond to the issues and concerns raised in Brown & Gay's June 2014 letter.

The City is not interested in paying anything to obtain answers to the valid questions and concerns raised in the Brown & Gay June 2014 letter. The City has already incurred significant uninvited costs associated with a review of LAN's report and models. Should the MCRA elect not to fully address the concerns and issues identified by Brown & Gay, the City will instruct Brown & Gay to dialogue and seek answers directly from Harris County Flood Control District.

I respectfully request how you intend to proceed regarding the outstanding issues and concerns raised by Brown & Gay on the City's behalf.

Best regards,

Stephen Ashley, CEcD  
City Administrator

cc: Mr. Tom Ramsey, Mayor Spring Valley Village  
Mr. Loren Smith, City Attorney



## ***MEMORANDUM***

**TO:** Memorial City Redevelopment Authority  
**FROM:** The Goodman Corporation  
**DATE:** December 2, 2014  
**SUBJECT:** **Update on November Activities**

In November 2014 representatives of The Goodman Corporation (TGC) worked to enhance the funding potential of Memorial City TIRZ projects to be submitted as part of the 2015-2018 Transportation Improvement Program Call for Projects.

TGC coordinated a meeting with Walter P. Moore staff, the consultant team hired by the Houston-Galveston Area Council to prepare the West Houston Mobility Study. This meeting was necessary to gain insight on how the plan will impact Redevelopment Authority planning efforts and also to provide recommendations that will enhance the fundability of Redevelopment Authority projects. Specific recommendations requested for plan inclusion are as follows:

- Extend recommendation for bike facility (shared use path or bike lane) along Memorial Drive between South Mayde Creek
- Modify the functional classification of Town and Country Way to reflect a Minor Collector (MN-2-60). This change would occur as a revision to the City of Houston Master Thoroughfare Plan
- Add a recommendation for a shared-use path along Beltway 8 between Briar Forest Drive and Town and Country Way
- Recommend transit corridor designation for Gessner

These recommendations were made with the support of the City of Houston Planning staff.

TGC staff continued to develop application materials for Memorial City TIRZ grant applications. This includes the development of preliminary project costs for the Memorial City Drive and N. Gessner Phase II projects. TGC will continue to develop applications so that they are ready for submission by the January 2015 deadline.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY  
PROJECT STATUS REPORT  
DECEMBER 2, 2014.**

CIP Number	Project Name	Status	Project Completion Date	New Detention Acre Feet	Total Budget
T-1709	Lumpkin Road Improvements	Mobilization	Spring 2016	20	\$ 9,200,000
T-1715A	Barryknoll East Road Improvements	Substantial Completion	8/14/2014	5	\$ 8,500,000
T-1717	Town & Country West Improvements	Detailed Design	Spring 2016	8	\$ 10,800,000
T-1731A	Briar Branch Detention Basin	Final Completion	8/23/2013	44	\$ 11,000,000
T-1734	W-140 Channel Improvements	Detailed Design	Spring 2016	14	\$ 14,500,000
N/A	Conrad Sauer Detention Basin	Preliminary Design	Summer 2017	40	\$ 23,000,000
			Subtotal	131	\$ 77,000,000
T-1732A	N Gessner I-10 to Westview	Detailed Design	Summer 2016	10	\$ 6,100,000
T-1734B	Bunker Hill Bridge and Straws	Preliminary Design	TBD	TBD	\$ 5,000,000
T-1735A	Detention Basin A	Pending Approval	Winter 2016	55	\$ 21,500,000
T-1738A	Memorial Drive BW8 to Tallowood	Preliminary Design	Winter 2016	7	\$ 11,900,000
			<b>Total</b>	<b>203</b>	<b>\$ 121,500,000</b>



END OF REPORT