

MEMORIAL CITY
REDEVELOPMENT AUTHORITY,
TIRZ No. 17,
City of Houston



Agenda and Agenda Materials
Meeting of the Board of Directors

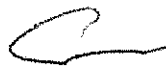
February 28, 2017

JOINT MEETING OF THE BOARD OF DIRECTORS OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY
and TAX REINVESTMENT ZONE NUMBER SEVENTEEN
HOUSTON, TEXAS

Notice is hereby given that the Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) and the Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, will hold a joint meeting on **Tuesday, February 28, 2017, at 8:00 a.m.**, at Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, open to the public, to discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

AGENDA

1. Establish quorum and call meeting to order.
2. Receive public comments.
3. Approve Minutes of January 23, 2017, regular meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments and project cash flow reports.
5. Presentation on Town and Country at Queensbury Intersection Improvements; authorize appropriate actions.
6. CIP Committee.
 - a. Project Update Report(s) from LAN.
 - i. Consider Pay Estimate No. 4 including Change Order No. 1 and Final Pay Estimate No. 5 and Release of Retainage for Four Points by Sheraton project from Corner Rock Construction.
 - ii. Authorization to bid Town and Country Roadway construction project contingent on final right-of-way acquisition approval.
 - iii. Proposal for Regional Detention Analysis South of Interstate 10.
 - b. Project Update Report(s) from Klotz Associates.
 - c. Project Update Report(s) from Goodman Corporation.
 - d. Project Update Report(s) from SWA.
 - i. Amended work authorization for Gessner Road landscape design.
7. Interlocal Agreement with the City of Houston for amenity funding at Gessner and Long Point intersection.
8. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney, with regard to pending or contemplated litigation; and Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property.
9. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney; and reconvene in Open Session and authorize appropriate actions with regard to pending or contemplated litigation and regarding the purchase, exchange, lease or value of real property.
10. Adjournment.



Executive Director for Authority

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

3. Approve minutes of the January 23, 2017 regular meeting.

**MINUTES OF THE JOINT MEETING OF THE
TIRZ 17 REDEVELOPMENT AUTHORITY/MEMORIAL CITY REDEVELOPMENT AUTHORITY and
TAX REINVESTMENT ZONE NUMBER SEVENTEEN
CITY OF HOUSTON, TEXAS
BOARD OF DIRECTORS**

JANUARY 23, 2017

ESTABLISH QUORUM AND CALL MEETING TO ORDER.

The Board of Directors of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority and Tax Reinvestment Zone Number Seventeen, City of Houston, Texas, held a regular joint meeting on Monday, January 23, 2017, at 8:00 a.m., at the Four Points by Sheraton, 10655 Katy Freeway, Wycliffe Room, Houston, Texas 77024, inside the boundaries of the TIRZ, open to the public, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 – Marshall B. Heins
Position 2 – John Rickel
Position 3 – David P. Durham
Position 4 – Ann T. Givens, *Chair*

Position 5 – Zachary R. Hodges
Position 6 – Brad Freels, *Vice-Chair*
Position 7 – Glenn E. Airola, *Secretary*

and all of the above were present, with the exception of Directors Heins and Airola, thus constituting a quorum. Also present were Scott Bean, Linda Clayton and Elisa Rodriguez, all with Hawes Hill Calderon, LLC; and Michelle Lofton, ETI Bookkeeping Services. Others attending the meeting were Jennifer Curley, COH - Economic Development Dept.; Council Member Greg Travis, District G; Amy Peck, District A; Muhammad Ali and Derek St. John, both of LAN; Edward Conger, Klotz Associates; Jim Webb, Goodman Corporation; Laurie Rosenbaum and Karen Glynn, City of Bunker Hill; Jack Valinski, COH; Ben Gillis, Memorial City Management District; Bruce Nichols, Donna and Leon Freedman; Kay Haslam, Denise Knight; Cynthia Neely; Ed Browne; Mike Vandinator; Jim Shroff; Ginny Abiassi; Lois Myers; David Tresch; Sue Speak; John Jackson; and Jim Muckle. Chair Givens called the meeting to order at 8:00 a.m.

RECEIVE PUBLIC COMMENTS.

Kay Haslam discussed observation of a brown oily substance in W153. She stated anyone who discharges into W153 must have a permit. She further stated she has spoken to officials and they have indicated they have not seen or issued any permits to discharge into W153. Ed Browne stated at the groundbreaking of the Gessner Road project, Council Member Stardig made a comment that they are increasing detention underneath. He stated this is really flow through not detention. He requested the Authority to find out where that water is going. Lois Myers stated she has been coming to meetings for 10 years begging for detention. She stated her residence has flooded 3 times in the last few years and the TIRZ has only been patchworking. She further stated the TIRZ needs to come up with a better solution for detention ponds and requested the TIRZ to reach out to Harris County Flood Control and the Army Corps of Engineers to come up with a plan. Donna Freedman discussed the need for additional detention ponds.

APPROVE MINUTES OF DECEMBER 8, 2016, REGULAR MEETING.

Upon a motion duly made by Director Durham, and being seconded by Director Rickel, the Board voted unanimously to approve the Minutes of the December 8, 2016, Board meeting.

RECEIVE FINANCIAL AND BOOKKEEPER'S REPORT, INCLUDING PAYMENT OF INVOICES, REVIEW OF INVESTMENTS AND PROJECT CASH FLOW REPORTS.

Ms. Lofton presented the Bookkeeper's Report and went over invoices, included in the Board agenda materials. Upon a motion duly made by Director Rickel, and being seconded by Director Durham, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

CIP COMMITTEE REPORT AND CIP UPDATES.

a. Report from LAN on Town & Country, Memorial Drive, and Sub-Regional Detention Analysis.

Mr. St. John provided a status update on the sub-regional detention analysis, and answered questions. He stated there are multiple steps involved in obtaining a permit and the first step is having an impact analysis demonstrating no adverse effect. He stated after Flood Control reviews the impact analysis and it meets with their approval, they will submit a no objection statement. He stated the impact analysis will be submitted to Flood Control in mid-February. Mr. Ali provided an update on the Four Points by Sheraton parking lot extension project and Memorial Drive project. He reported the Town & Country project is ready to advertise for bid.

b. Consider Pay Estimate No. 3 for Four Points by Sheraton project from Corner Rock Construction in the amount of \$72,289.06.

Mr. Ali reviewed Pay Estimate No. 3 for Four Points by Sheraton project from Corner Rock Construction in the amount of \$72,289.06, included in the Board agenda materials. He reported LAN has reviewed the pay estimate and verifies the work has been done and is recommending for approval. Upon a motion duly made by Director Rickel, and being seconded by Director Hodges, the Board voted unanimously to approve Pay Estimate No. 3 from Corner Rock Construction in the amount of \$72,289.06, as presented.

c. Report from Klotz Associates on Gessner, W-140, and Straws.

Mr. Conger presented the Monthly Status Report from Klotz Associates, included in Board agenda materials, and provided an update on the projects. Chair Givens asked whether we are going to put a restrictor at Long Point at Gessner. Mr. Conger stated we are looking at how to maximize storage including possible placement and location of a restrictor. There was general discussion regarding storage volume effectiveness and restrictor placement. Director Freels requested Mr. Conger meet with Mr. Browne to discuss Mr. Browne's concerns. Mr. Conger provided an update on the Briar Branch project and reported a draft report has been submitted to Flood Control for review.

d. Report from Goodman Corporation on Gessner and Memorial Drive.

Mr. Webb presented updates on Gessner and Memorial Drive, a status report is included in Board agenda materials.

ADVANCE FUNDING AGREEMENT WITH TXDOT FOR GESSNER ROAD.

Mr. Webb requested authorization for the Chair to execute an Advanced Funding Agreement with TxDOT for Gessner Road. Upon a motion duly made by Director Rickel, and being seconded by Director Freels, the Board voted unanimously to authorize execution of the Advanced Funding Agreement with TxDOT for Gessner Road upon review by the Executive Director and Authority's Attorney.

INTERLOCAL AGREEMENT WITH THE CITY OF HOUSTON FOR AMENITY FUNDING AT GESSNER AND LONGPOINT INTERSECTION.

Mr. Bean reviewed the Interlocal Agreement for Construction of Roadway Improvements between City of Houston, Texas and Memorial City Redevelopment Authority, included in the Board agenda materials, and answered questions. He reported the agreement is for the pavers and specialty items at the intersection of Long Point Road and Gessner Road at an approximate cost to the TIRZ of \$179,894.00. Upon a motion duly made by Director Durham, and being seconded by Director Hodges, the Board voted unanimously to approve the Interlocal Governmental Agreement for Construction of Roadway Improvements between City of Houston, Texas and Memorial City Redevelopment Authority, as presented.

COST SHARING AGREEMENT FOR PARKING GARAGE DEMOLITION RELATING TO TOWN & COUNTRY WAY.

Mr. Bean reviewed the Cost Sharing Agreement for Parking Garage Demolition, included in the Board agenda materials, and answered questions. He reported the proportionate cost to the TIRZ is approximately \$97,000.00. Upon a motion duly made by Director Durham, and being seconded by Director Hodges, the Board voted to approve the Cost Sharing Agreement for Parking Garage Demolition. Director Freels abstained. The motion passed.

ADJOURNMENT.

There being no further business to come before the Board, Chair Givens adjourned the meeting at 8:47 a.m.

Secretary

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

4. Receive the financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.

Memorial City Redevelopment Authority
Cash Management Report
 January 31, 2017

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, 2017

Summary

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total</u>
Beginning Balance	20,143,689.69	0.00	522,814.50	20,666,504.19
Revenue	6,644.22	0.00	241.98	6,886.20
Expenditures	293,879.08	0.00	0.00	293,879.08
Ending Balance	19,856,454.83	0.00	523,056.48	20,379,511.31

NOTES:

Debt Service Payments due in Fiscal Year End 2017:

Date	Series	Principal	Interest	Total
9/1/2016	2008	470,000.00	161,090.00	631,090.00
9/1/2016	2011	575,000.00	141,036.00	716,036.00
9/1/2016	2011A	1,825,000.00	470,085.00	2,295,085.00
3/1/2017	2008		34,153.75	34,153.75
3/1/2017	2011		130,456.00	130,456.00
3/1/2017	2011A		197,023.75	197,023.75
3/1/2017	2016		83,953.35	83,953.35
			Total FYE 2017	4,087,797.85

General Operating Fund

BEGINNING BALANCE: **20,143,689.69**

REVENUE:

Checking Interest - Wells Fargo	1,171.84	
Texpool Interest	391.37	
Wells Fargo/TexSTAR (Surplus Funds) Interest	4,081.01	
Temporary Right of Entry Rental	1,000.00	
Voided Check(s)	0.00	
Total Revenue:		6,644.22

DISBURSEMENTS:

Checks Presented At Last Meeting	293,879.08	
Checks Written at/after Last Meeting	0.00	
Total Expenditures		293,879.08

Ending Balance: **19,856,454.83**

Location of Assets:

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1500	9,936,126.40
TexPool	*0001	0.5385	856,194.22
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	0.5452	8,817,413.54
Texas Exchange Bank CD	*3601	1.1600	246,720.67
		Total	19,856,454.83
Certificate of Deposit	CD *3601	Term: 12 Months	Matures: 09/28/2017

Memorial City Redevelopment Authority
Checks Presented
February 28, 2017

Num	Name	Description	Amount
2674	Allen Boone Humphries Robinson LLP	Legal Fee	-1,907.50
2675	Blank Rome LLP	Legal Services	-4,025.00
2676	Corner Rock Construction, LLC	Pay Estimate No. 4 & 5	-90,432.03
2677	Equi-Tax, Inc	Tax Assessor Fee	-400.00
2678	ETI Bookkeeping Services	Bookkeeping Fee	-900.00
2679	Hawes Hill Calderon LLP	Professional Consultant	-7,500.00
2680	Klotz Associates Inc	Engineering Consultant	-91,281.69
2681	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-141,672.91
2682	Sal Esparza, Inc.	Landscaping	-1,088.92
2683	The Goodman Corporation Inc	Contract Services	-5,567.50
Total			-344,775.55

Debt Service Fund

BEGINNING BALANCE		522,814.50
REVENUE		
TexPool DSF Interest	7.79	
Wells Fargo/TexSTAR (2008 DSF) Interest	233.00	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	1.19	
Total Revenue		241.98
EXPENDITURES		
Series 2008 & 2011A Accrued Interest Payoff	0.00	
Trustee Fee	0.00	
Total Expenditures		0.00
ENDING BALANCE		523,056.48

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.5452	503,508.96
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	Interest Rate	2,526.58
TexPool	*0004	0.5385	17,020.94
		Total	523,056.48

Memorial City Redevelopment Authority
Investment Report
January 31, 2017

SCHEDULE OF INVESTMENTS

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	0.5385	855,922.66	1.00014	855,802.85	(0.00)	856,374.02	1.00021	856,194.22
DSF	TexPool	0.5385	17,015.53	1.00014	17,013.15	(0.00)	17,024.51	1.00021	17,020.94
GOF	Wells Fargo/ TexStar	0.5452	8,815,227.40	1.000215	8,813,332.53	(0.00)	8,819,397.46	1.000225	8,817,413.54
DSF	Wells Fargo/ TexStar DSF	0.5452	503,384.16	1.000215	503,275.96	233.00	503,622.25	1.000225	503,508.96
DSF	Wells Fargo/ TexStar Pl Rev	0.5385	2,525.93	1.000215	2,525.39	0.00	2,527.15	1.000225	2,526.58

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	1.1600	245,000.00	12 Months	9/28/2017	246,720.67	0.00	0.00	246,720.67

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Wells Fargo	0.15	6/8/2015	10,227,833.64	1,171.84	(292,879.06)	9,936,126.40

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	9,936,126.40	BNYM	20,658,710	WU2246	15,991,971	15,047,797

Certification:

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

Bookkeeper

Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Kenneth Byrd	8/6/2015	10/29/2016

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
January 2017

		January			Year To Date (7 Months)			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
Ordinary Income/Expense								
Income								
1000 · Income								
	8223 · Interest Income	5,886	3,081	2,805	39,791	21,565	18,226	36,969
	8930 · Bond Proceeds	0	0	0	17,011	0	17,011	81,310,397
	Total 1000 · Income	5,886	3,081	2,805	56,802	21,565	35,237	81,347,366
	6-4320 · Increment Collections	0	0	0	0	0	0	15,073,959
	6-4350 · Grants	0	0	0	0	0	0	3,450,000
	Total Income	5,886	3,081	2,805	56,802	21,565	35,237	99,871,325
Expense								
3335 · Management Consulting Services								
	6320 · Legal	155	6,250	-6,095	30,389	43,750	-13,361	75,000
	6322 · Eng Consultant/General Prof.Svc	2,364	2,500	-136	13,720	17,500	-3,780	30,000
	6323 · Legal Litigation	4,230	8,333	-4,103	64,845	58,333	6,512	100,000
	6334 · Planning Consultings	0	4,167	-4,167	0	29,167	-29,167	50,000
	6337 · Construction Audit	0	0	0	7,000	7,000	0	10,000
	6343 · Other	0	0	0	215	0	215	0
	Total 3335 · Management Consulting Services	6,749	21,250	-14,501	116,169	155,750	-39,581	265,000
5650 · Transfers								
	6420 · COH Administration Fee	0	0	0	0	0	0	753,698
	6430 · Municipal Services	0	0	0	490,000	490,000	0	2,256,619
	Total 5650 · Transfers	0	0	0	490,000	490,000	0	3,010,317
5706 · Debt Service								
	5707 · Principal	0	0	0	2,870,000	2,870,000	0	4,561,417
	5708 · Interest	0	0	0	772,211	772,211	0	1,488,253
	5709 · Debt Issuance Costs	0	0	0	218,552	0	218,552	0
	5710c · Trustee Fee	0	0	0	7,000	7,000	0	9,500
	Total 5706 · Debt Service	0	0	0	3,867,763	3,649,211	218,552	6,059,170
6300 · Administration & Overhead								
	6321 · Auditor	0	0	0	20,000	19,500	500	19,500
	6333 · Bookkeeping/Accounting	1,050	875	175	6,555	6,125	430	10,500
	6340 · Administration Salaries/Benefit	7,500	8,333	-833	52,500	58,333	-5,833	100,000
	6344 · Bond Svcs/Trustee/FA	400	0	400	2,800	0	2,800	14,300
	6353 · Insurance / FDIC Assess.Fee	0	0	0	992	1,000	-8	3,500
	Total 6300 · Administration & Overhead	8,950	9,208	-258	82,847	84,958	-2,111	147,800
7000 · Capital Expenditure								
	1701 · Gessner Widening	0	0	0	235	0	235	0
	1709 · Lumpkin I-10 Westview	434	0	434	804,183	0	804,183	0
	1717 · Town & Country W. Drain/Mobil	121,705	291,667	-169,962	332,728	2,041,667	-1,708,939	3,500,000
	1722 · Town & Country Blv Signalizatr	1,303	0	1,303	2,478	0	2,478	0

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
January 2017

	January			Year To Date (7 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1725 · Parks & Green Space Improv.	0	10,417	-10,417	9,261	72,917	-63,656	125,000
1727 · N.Gessner Thoroughfare	123	0	123	123	0	123	0
1731A · Detention Basin & W-140 Bridge	655	0	655	4,366	0	4,366	0
1731B · Memorial Drainage & Mobility	0	0	0	118	0	118	0
1732A · N Gessner Drainage & Mobility	43,581	341,667	-298,086	127,634	2,391,667	-2,264,033	4,100,000
1732B · N.Gessner Drainage & Mobility	0	41,667	-41,667	0	291,667	-291,667	500,000
1734 · W140 Channel Improvements	52,823	466,667	-413,844	222,258	3,266,667	-3,044,409	5,600,000
1734B · Bunker Hill Bridge	0	70,833	-70,833	0	495,833	-495,833	850,000
1735A · Detention Basin A	68,416	83,333	-14,917	97,976	583,333	-485,357	1,000,000
1737 · MetroNational - Detention/Roads	0	0	0	1,086,092	1,119,241	-33,149	1,119,241
1738 · T&C Way Partners, LLC	0	0	0	880,322	0	880,322	0
1738A · Memorial Dr Drainage & Mobility	39,188	83,333	-44,145	73,083	583,333	-510,250	1,000,000
1799 · Concrete Panel Replace Program	0	2,917	-2,917	0	20,417	-20,417	35,000
Total 7000 · Capital Expenditure	328,228	1,392,501	-1,064,273	3,640,857	10,866,742	-7,225,885	17,829,241
Total Expense	343,927	1,422,959	-1,079,032	8,197,636	15,246,661	-7,049,025	27,311,528
Net income	-338,041	-1,419,878	1,081,837	-8,140,834	-15,225,096	7,084,262	72,559,797

ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-8400 or email at billing@abhr.com

January 24, 2017

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Client/Matter: MEM001-03
 Statement Number: 85650
 Billing Attorney: Trey Lary


REMITTANCE PAGE

Fees for services posted through January 13, 2017 1,547.50
 Expenses and Other Items posted through January 13, 2017 0.00
Total Amount Due: \$1,547.50

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

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

Checks should be made payable to Allen Boone Humphries Robinson LLP
 Please include the invoice number on your check
 Total amount payable in U.S. dollars

Code: Various See Detail
 2/1/2017


Memorial City Redevelopment Authority
 MEM001-03 Statement Number: Page: 2
 85650

TASK FEE BREAKDOWN	Hours	Amount
N Gessner Drainage & Mobility - 1732A	0.25	122.50
N Gessner Thoroughfare - 1727	0.25	122.50
Town & Country Biv Signalization - 1722	2.75	1,302.50
Total Fees:		\$ 1,547.50
Total Expenses and Other Items:		\$ 0.00
Total Amount Due:		\$ 1,547.50

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

January 24, 2017

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ma. Michelle Lofton Client/Matter: MEM001-03
 ETI Bookkeeping Services Statement Number: 85650
 17111 Rolling Creek Drive, Suite 108 Billing Attorney: Trey Lary
 Houston, TX 77060

Projects

Professional Fees

Fees for services posted through January 13, 2017, as follows:

Date	Professional	Hours
N Gessner Drainage & Mobility - 1732A ✓		
01/12/17	Jessica Holoubek Review resolution approving Taxes Department of Transportation Advanced Funding Agreement.	0.25
		Total Task Hours: 0.25
		Total Task Amount: \$122.50
N Gessner Thoroughfare - 1727 ✓		
01/10/17	Jessica Holoubek Telephone conference with Scott Bean regarding Interlocal Agreement.	0.25
		Total Task Hours: 0.25
		Total Task Amount: \$122.50
Town & Country Biv Signalization - 1722 ✓		
12/21/16	Jessica Holoubek Work on cost sharing agreement for parking garage demolition.	1.75
12/22/16	Jessica Holoubek Discuss right-of-way swap with Chris Seckinger, Midway.	0.25
12/28/16	Jessica Holoubek Follow up with Chris Seckinger, Midway, regarding cost sharing agreement for parking garage demolition.	0.25
01/12/17	Jessica Holoubek Office conference with Chris Seckinger regarding agreement to fund parking garage demolition.	0.50
		Total Task Hours: 2.75
		Total Task Amount: \$1,302.50
		Total Fees: \$1,547.50

Allen Boone Humphries Robinson LLP

January 24, 2017

ALLEN BOONE HUMPHRIES ROBINSON LLP

To contact the ABHR Billing Department, please call 713-860-8400 or email at billing@abhr.com

January 24, 2017

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Client/Matter: MEM001-01
 Statement Number: 85649
 Billing Attorney: Trey Lary

General


REMITTANCE PAGE

Fees for services posted through January 13, 2017 155.00
 Expenses and Other Items posted through January 13, 2017 0.00
Total Amount Due: \$155.00

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

Code# 6390
 2/1/2017


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: 85649
 Billing Attorney: Trey Lary

General

Professional Fees

Fees for services posted through January 13, 2017, as follows:

Date	Professional	Hours
12/20/16	Jessica Holubek Discuss homeowner request regarding detention pond with Scott Bean.	0.25
12/28/16	Lizi Kehie Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy.	0.25
Total Task Hours:		0.50
Total Task Amount:		\$155.00
Total Fees:		\$155.00

TASK FEE BREAKDOWN

General	Hours	Amount
General	0.50	155.00
Total Fees:		\$ 155.00
Total Expenses and Other Items:		\$ 0.00
Total Amount Due:		\$ 155.00

To contact the ABHR Billing Department, please call 713-860-6400 or email at billing@abhr.com

January 24, 2017

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Litigation

Client/Matter: MEM001-21
 Statement Number: 85651
 Billing Attorney: Trey Lary

REMITTANCE PAGE

Fees for services posted through January 13, 2017	205.00
Expenses and Other Items posted through January 13, 2017	0.00
Total Amount Due:	\$205.00

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

Allen Boone Humphries Robinson LLP
 PO Box 4348
 Department 90
 Houston, TX 77210-4348

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

Code # 6323
 2/1/2017



MEMORIAL CITY REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON, TEXAS
 SCOTT BEAN
 HAWES HILL CALDERON LLP
 P.O. BOX 22167
 HOUSTON, TX 77227

INVOICE DATE: FEBRUARY 02, 2017
 MATTER NO. 148310-00691 02732
 INVOICE NO. 1638549

February 10, 2017

Scott Bean
 Memorial City Redevelopment Authority
 c/o Hawes Hill Calderon, LLP
 PO Box 22167
 Houston, Texas 77227-2167

Reference: Four Points by Sheraton
 LAN Project No.: 120-11792-003
 WBS No. N-117000-0017-3
 Corner Rock Construction, LLC Pay Est. No. 4

Dear Mr. Bean:

Corner Rock Construction, LLC has submitted estimate No. 4 in the amount of \$76,778.71 for work performed during the month of December, 2016.

Based on our review, Corner Rock Construction, LLC has complied with all requirements stated in the estimate and we recommend payment of \$76,778.71.

The following billing information is to be used for payment:

Corner Rock Construction, LLC
 2322 Englewood Dr.
 Houston, TX 77080

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

Sincerely,

 Muhammad Ali, P.E.
 Project Manager

MA:rlb

Enclosures: Pay Est. No. 4

Code # 1717
 2/1/2017

REGARDING: MEMORIAL CITY REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON, TEXAS
 CIVIL ACTION NO. 4:16-CV-91438, RESIDENTS AGAINST FLOODING, ET AL VS. REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS, ET AL; IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

FOR LEGAL SERVICES RENDERED THROUGH 01/31/17 \$ 4,025.00
 CURRENT INVOICE TOTAL \$ 4,825.00

Code # 6323
 2/30/2017

ACH/WIRE	MAIL
BANK NAME: EBS Citizens Bank	Blank Rome LLP
ADDRESS: Philadelphia, PA	Attn: Finance Department
ACCOUNT TITLE: Blank Rome LLP	Oca Logan Square
ACCOUNT NUMBER: 0318669326	130 North 18th Street
ABA NUMBER: 036076150 (Domestic)	Philadelphia, PA 19103-6998
SWIFT CODE: CTZU33 (International)	



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Release No. : 4
C/R Orig Date : 05/17/17
Estimate Date : 02/17/17



ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

Project Name : Four Points by Sheraton Parking Lot Expansion
Contractor Name : Corner Rock Construction, LLC
Address : 3121 Eaglewood Dr., Houston, TX 77080

WBS No. : N-T17000-0017-3

Contract Date : 10/27/16
Start Date : 10/20/16
Current Contract Completion Date : 1/18/2017
Substantial Completion Date : 2/1/2017
Percentage By Time : 100.00% In Place : 70.40%
Days Remaining to Date : 0
Days Remaining to Date : 0
Days Remaining to Date : 0

February 17, 2017

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes Hill Calderon, LLP
PO Box 22167
Houston, Texas 77227-2167

Reference: Four Points by Sheraton
LAN Project No.: 120-11792-003
WBS No. N-T17000-0017-3
Corner Rock Construction, LLC Pay Est. No. 5 FINAL

Dear Mr. Bean:

Corner Rock Construction, LLC has submitted estimate No. 5 in the amount of \$13,653.32 for the release of retainage.

Based on our review, Corner Rock Construction, LLC has complied with all requirements stated in the estimate and we recommend payment of \$13,653.32.

The following billing information is to be used for payment:

Corner Rock Construction, LLC
2322 Eaglewood Dr.
Houston, TX 77080

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

Sincerely,

Muhammad Ali, P.E.
Project Manager

MA:rb

Enclosures: Pay Est. No. 5 FINAL

Code # 1717
2/22/2017
SP

CONTRACT AMOUNT TO DATE :

1. Original Contract Amount		\$26,736.32
2. Approved Change Orders		
Total Approved Estimates	14	\$13,653.32

1. Approved Work Change Orders to Date		
Total Pending Work Change Orders to Date		\$0.00
TOTAL CONTRACT AMOUNT (includes WCOs)		\$13,653.32

A. EARNINGS TO DATE

1. Work Completed to Date	71.79% Complete	\$19,246.61
2. Material Stored on Site	0.00	
3. Material Stored in Place	0.00	
4. Balance-Materials Accepted Not in Place	0.00	
5. Work Change Orders - in Place		
TOTAL EARNINGS TO DATE		\$19,246.61

B. DEDUCTIONS

1. Retainage	5% of \$19,246.61	\$962.33
2. Retainage Release	0% of \$19,246.61	\$0.00
3. Total Retainage		\$962.33
4. Liquidated Damages		\$0.00
5. Allowances		\$0.00
6. Inspector Overhead Costs		\$0.00
TOTAL DEDUCTIONS		\$962.33

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date	\$19,246.61
2. Total Deductions	\$962.33
3. Total Payments Due	\$18,284.28
4. Less Previous Payments	\$0.00
5. Retainage Adjustments	\$0.00
TOTAL AMOUNT DUE CONTRACTOR THIS DATE	\$18,284.28

BALANCE REMAINING

Prepared By: Reviewed By: 2/17/17
Richard L. Baker Date
Muhammad Ali, P.E. Date

Approved By: 2/17/17
Scott Bean, TRS217 Executive Director Date

PayEstNo. 4 Printed 2/10/2017 @ 8:52 AM

2012 Bureau Drive • Houston, Texas 77042-3790 • 713.266.8800 • Fax 713.266.2968 • www.lan.com



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Release No. : 5 FINAL
C/R Orig Date : 02/17/17
Estimate Date : 02/17/17

ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

Project Name : Four Points by Sheraton Parking Lot Expansion
Contractor Name : Corner Rock Construction, LLC
Address : 3121 Eaglewood Dr., Houston, TX 77080

WBS No. : N-T17000-0017-3

Contract Date : 10/27/16
Start Date : 10/20/16
Current Contract Completion Date : 1/18/2017
Substantial Completion Date : 2/1/2017
Percentage By Time : 100.00% In Place : 70.40%
Days Remaining to Date : 0
Days Remaining to Date : 0
Days Remaining to Date : 0

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
2/17/2017	50676

BILL TO
TRZ No. 17 -
Memorial City Redevelopment Authority
c/o ETI Bookkeeping Services
17111 Rolling Creek Drive, Ste 108
Houston TX 77090

CONTRACT AMOUNT TO DATE :

1. Original Contract Amount		\$26,736.32
2. Approved Change Orders		
Total Approved Estimates	14	\$13,653.32

1. Approved Work Change Orders to Date		
Total Pending Work Change Orders to Date		\$0.00
TOTAL CONTRACT AMOUNT (includes WCOs)		\$13,653.32

A. EARNINGS TO DATE

1. Work Completed to Date	71.79% Complete	\$19,246.61
2. Material Stored on Site	0.00	
3. Material Stored in Place	0.00	
4. Balance-Materials Accepted Not in Place	0.00	
5. Work Change Orders - in Place		
TOTAL EARNINGS TO DATE		\$19,246.61

B. DEDUCTIONS

1. Retainage	5% of \$19,246.61	\$962.33
2. Retainage Release	0% of \$19,246.61	\$0.00
3. Total Retainage		\$962.33
4. Liquidated Damages		\$0.00
5. Allowances		\$0.00
6. Inspector Overhead Costs		\$0.00
TOTAL DEDUCTIONS		\$962.33

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date	\$19,246.61
2. Total Deductions	\$962.33
3. Total Payments Due	\$18,284.28
4. Less Previous Payments	\$0.00
5. Retainage Adjustments	\$0.00
TOTAL AMOUNT DUE CONTRACTOR THIS DATE	\$18,284.28

BALANCE REMAINING

Prepared By: Reviewed By: 2/17/17
Richard L. Baker Date
Muhammad Ali, P.E. Date

Approved By: 2/17/17
Scott Bean, TRS217 Executive Director Date

PayEstNo. 5 FINAL Printed 2/17/2017 @ 2:02 PM

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00
Invoice emailed to Michelle Lofton at ETI Bookkeeping Services at bkp1@etiaccounting.com and to Scott Bean sbean@hhclp.com and Linda Clayton lclayton@hhclp.com at Hawes Hill	

Total \$400.00

Code # 6385
2/17/2017
SP

ETI Bookkeeping Services
 PO BOX 73 109
 Houston, TX 77273

Invoice

Date	Invoice #
2/1/2017	769

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

Description	City	Rate	Amount
Bookkeeping		900.00	900.00

Total	900.00
Payments/Credits	00.00
Balance Due	900.00

Code # 6333
 2/20/2017

RPS klotz associates

1160 Dairy Ashford, Suite 500, Houston, Texas 77071
 T 281 589 7237 F email@klotz.com W www.rpsgroup.com | klotz.com

Mr. Scott Bean
 Executive Director
 Memorial City Redevelopment Authority
 8952 Katy Freeway, Suite 213
 Houston, TX 77024

February 15, 2017
 Project No: 1111,002,000
 Invoice No: 117134

TIRZ 17 Memorial City Redevelopment Authority Brac Branch Channel Improvements & Storm
 TIRZ 17 CIP No. T-1734A & T-1734B
 HCFCD Use: W140-01-00

For Professional Services rendered from January 1, 2017 to January 27, 2017.

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	919,543.75	84.73	779,129.41	742,347.66	36,781.75
Additional Services (TAM)	191,506.26	35.3163	106,048.23	90,028.99	16,019.24
Total Fee	1,111,050.01		885,177.64	832,376.65	52,801.99

Receipt	Current	Previous	Totals
Total Billing	\$2,872.99	\$22,374.66	\$25,247.65
Contract Amount			1,111,050.00
Balance			228,307.35
Total Due This Invoice			552,822.99

Code # 1734
 2/20/2017

Memorial City Redevelopment Authority / TIRZ 17

RPS klotz associates

Brac Branch (W140-01-00) Channel Improvements &
 Brac Branch "Straws" and Bunker Hill Bridge
 TIRZ 17 CIP No. T-1734A & T-1734B
 Master Agreement (07-30-13)
 Klotz Assoc. Job No. 1111,002,000

1160 Dairy Ashford, Suite 500, Houston, Texas 77071
 T 281 589 7237 F email@klotz.com W www.rpsgroup.com | klotz.com

Professional Services Summary
 Through 01/27/17
 Invoice # 117134

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Basic Services						
I. Phase I - PER (Complete)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
II. Phase II - Final Design	\$919,543.74	\$919,543.74	84.73%	\$779,129.41	\$742,347.66	\$36,781.75
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$919,543.74	\$919,543.74		\$779,129.41	\$742,347.66	\$36,781.75
Additional Engineering Services / Subcontracted Services / Reimbursable Expenses						
I. Additional Engineering Services	\$81,460.00					
1. T.CPs - Traffic Control Plans		\$38,709.00	66.16%	\$25,722.78	\$21,372.78	\$0.00
2. SWSP - Stormwater Pollution Prevention Plans		\$17,020.00	72.63%	\$12,345.00	\$12,345.00	\$0.00
3. Signage & Striping Plans		\$30,010.00	0.00%	\$0.00	\$0.00	\$0.00
3. EBA's (Straws) - RPS Klotz		\$1,700.00	91.76%	\$1,528.89	\$1,228.89	\$0.00
II. Subcontracted Services	\$77,824.16					
1. Add'l Topo. Survey		\$29,502.90	100.00%	\$29,502.90	\$29,502.90	\$0.00
2. Tree Protection Plan		\$10,800.00	0.00%	\$0.00	\$0.00	\$0.00
3. Geotech (Straws)		\$37,521.26	100.00%	\$37,521.26	\$21,680.02	\$16,041.24
III. Reimbursable Expenses	\$32,122.30					
1. Reimbursable Expenses		\$32,122.30	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$181,506.26	\$191,506.26		\$106,048.23	\$90,028.99	\$16,041.24
Total Professional Services Fees	\$1,111,050.00	\$1,111,050.00		\$885,177.64	\$832,376.65	\$52,801.99

Total Fees Earned this Period	502,822.99
--------------------------------------	-------------------

Additional Services Detail
 Through 01/27/17
 Invoice #

Sub-Consultant Charges this Month	Sub-Consultant	Sub-Consultant Invoice Amount	KA Markup (8%)	SubTotal	Cost This Month
1. Add'l Topo. Survey	Kwo & Associates	\$0.00	\$0.00	\$0.00	\$0.00
2. Tree Protection Plan	CH Koenig	\$0.00	\$0.00	\$0.00	\$0.00
3. Geotech (Straws)	Geotech Engr.	\$14,653.00	\$1,188.24	\$16,041.24	\$16,041.24

Monthly Status Report

Project: Memorial City Redevelopment Authority / TRZ 17
 Briar Branch (M140-01-00) Channel Improvements &
 Briar Branch 'Straws' and Bunker Hill Bridge

CIP No: T-1734A & T-1734B
 Period: Through January 27, 2017
 RPS Klotz Assoc. Project No: 1111.002.000

Activities This Period

1. Ph II Final Design - Authorization received dated 03/07/14, 09/08/16
 - a. Basic and Additional Services
 - 1.) Geotechnical Investigation and ESA 1 for 'Straws' complete.
 - 2.) Continue development of 'Straws' plans and incorporating into Briar Branch plans and documents for one construction project.
 - 3.) Updated Drainage Impact Study draft report submitted to HCFCO for review and approval.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ and SWA as required.
 - 3.) Review Meeting held with HCFCO on 01-24-17.
 - 4.) Review Meeting held with CoH on 01-25-17
 - 5.) Attended and provided project updates at TIRZ Board Meeting and TIRZ Board CIP Committee Meeting as requested.

Activities Planned for Next Period

1. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Continue development of plans and documents for one construction package
 - 2.) Updated Plans will be submitted to HCFCO upon approval of Drainage Impact report by HCFCO. Plans will be submitted to CoH upon approval by HCFCO.
 - 3.) Respond to comments and questions from HCFCO, CoH and TIRZ.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ and SWA as required.
 - 3.) Coordination meetings with HCFCO and CoH as required
 - 4.) Attend and provide project update at TIRZ Board Meeting.

Issues and Information we are waiting to receive - None

FINAL INVOICE
 (12-01-16 through 12-31-16)
 Please show invoice number on your remittance

1111.002.000
 12/31/16
 [Signature]

By E-Mail and Regular Mail

TO: RPS Klotz Associates, Inc.
 1160 Dairy Ashford Road, Suite 500
 Houston, Texas 77079

ATTENTION: Ms. Natalia Weiershansen, P.E., ENV SP
 Project Manager

PROJECT: Desktop Geologic Fault Study
 Geotechnical Exploration
 Proposed Paving and Underground Utilities at
 Briar Branch Straws
 Houston, Texas

INVOICE DATE: 12-21-16

PROJECT NO: 16-595E-1

INVOICE NO: 28617

PHONE #: (281) 589-7257

EMAIL:
 natalia.weiershansen@klotz.com

PROJECT ENGINEER:
 Al Tabatabaee, Ph.D., P.E.

AUTHORIZATION: This study was authorized by Mr. Ralph E. Cox, P.E., with RPS Klotz Associates, Inc., on September 15, 2016.

BILLING STATUS

Authorized Total Project Budget: \$ 34,834.50

GET Project No.	Invoice No.	Date	Authorized Project Budget	Amount for This Invoice	Percent of Authorized Project Budget to Date	Remaining Budget to Date
16-595E	28576	11/30/16	\$ 34,834.50	\$ 19,981.50	57.36 %	\$ 14,853.00
16-595E-1	28617	12/21/16	\$ 34,834.50	\$ 14,853.00	100.00%	\$ 0.00

AMOUNT DUE FOR THIS INVOICE: \$ 14,853.00

REMIT TO: DAE & ASSOCIATES, LTD.
 dba GEOTECH ENGINEERING AND TESTING
 17407 US HIGHWAY 59
 HOUSTON, TEXAS 77396
 (713) 699-4000

Distribution: DAE (review), Accounting (hard copy), Job Binder

Mr. Scott Bean
 Executive Director
 Memorial City Redevelopment Authority
 8935 Katy Freeway, Suite 215
 Houston, TX 77024

February 16, 2017
 Project No: 1111.002.000
 Invoice No: 117077

TRZ 17 North Gessner Drainage and Mobility Improvements North Gessner Road Reconstruction from 19-10 to south of Westview - Phase 2 Detailed Design
 TRZ 17 CIP No: T-1732A

For Professional Services rendered from January 1, 2017 to January 27, 2017:

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
PH II Final Design T-1732A & B (TxDOT)	460,700.00	0.00	0.00	0.00	0.00
PH II Final Design T-1732B (COH)	127,433.00	27.75	353,603.21	16,630.27	18,722.94
PH II Final Design T-1732A (COH)	474,170.00	98.45	466,820.37	466,820.37	0.00
PH I PER Update	107,850.00	28.52	36,758.82	11,033.96	19,715.76
Additional Services	214,087.96	29.00	61,291.53	61,291.53	0.00
Sub - Constructed Engineering Svc (MAA)	20,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	22,800.00	0.00	0.00	0.00	0.00
Total Fee	1,427,042.96		594,231.95	355,775.25	38,452.70
					38,452.70
					338,452.70

Receipt	Current	Previous	Yr-To-Date
Total Billings	38,452.70	555,775.25	594,231.95
Contract Amount			1,427,042.96
Balance			832,809.01
		Total Due This Invoice:	338,452.70

Code # 1732A
 2/16/2017
 [Signature]

Memorial City Redevelopment Authority / TRZ 17

North Gessner Drainage and Mobility Improvements
 #410 (Katy Freeway) to Westview & Westview to Long Point
 TRZ 17 CIP No. T-1732A & T-1732B
 RPS Klotz Assoc. Job No. 1111.002.000

Professional Services Summary Through 01/27/17 Invoice # 117077

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
Basic Services						
I. Phase I - PER Update	\$107,850.00	\$107,850.00	28.52%	\$30,758.82	\$11,033.96	\$19,724.86
II. Phase II - Final Design						
1. T-1732A (COH)	\$474,170.00	\$466,820.37	98.45%	\$466,820.37	\$466,820.37	\$0.00
2. T-1732B (COH)	\$127,433.00	\$127,433.00	27.75%	\$35,363.21	\$16,630.27	\$18,732.94
3. T-1732A & B (TxDOT)	\$460,700.00	\$460,700.00	0.00%	\$0.00	\$0.00	\$0.00
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$1,110,153.00	\$1,110,153.00		\$532,842.40	\$494,485.70	\$38,452.70
Additional Engineering Services / Sub-Contracted Services / Reimbursable Expenses						
I. Additional Engineering Services	\$149,741.00					
1. T-CPs - Traffic Control Plans		\$23,282.50	78.17%	\$17,499.59	\$17,499.59	\$0.00
2. Traffic Signals - 2 Locations (Gessner & I-10; Gessner & Westview)		\$68,010.00	48.65%	\$33,766.97	\$33,766.97	\$0.00
3. SWIF - Stormwater Pollution Prevention Plans		\$11,100.00	90.32%	\$10,025.00	\$10,025.00	\$0.00
4. PH II ESA		\$47,377.50	0.00%	\$0.00	\$0.00	\$0.00
II. Sub-Contracted Services						
1. Updated Geotechnical Invest. (Aviles)		\$22,224.24	0.00%	\$0.00	\$0.00	\$0.00
2. Updated Survey (Kue)		\$26,973.00	0.00%	\$0.00	\$0.00	\$0.00
3. Street Light Plans (Isam)		\$9,178.52	0.00%	\$0.00	\$0.00	\$0.00
4. Fire Protection Plans (Koehn)		\$5,966.80	0.00%	\$0.00	\$0.00	\$0.00
5. Adult Sub-Consultant Services		\$20,000.00	0.00%	\$0.00	\$0.00	\$0.00
III. Reimbursable Expenses		\$22,800.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Additional Services	\$338,081.56	\$338,081.56		\$41,291.53	\$41,291.53	\$0.00
Total Professional Services Fees	\$1,427,042.96	\$1,427,042.96		\$594,231.95	\$535,777.25	\$38,452.70
Total Fees Earned this Period						\$38,452.70

Monthly Progress Report

Project: Memorial City Redevelopment Authority / TRZ 17
 N. Gessner Drainage and Mobility Improvements - IH10 to Long Point
 CIP No: T-1732A & T-1732B
 Period: Through January 27, 2017
 RPS Klotz Assoc. Project No: 1111.004.000

Activities Completed this Period

1. Ph I PER Update - Authorization received dated 12-15-16.
 - a. Complete review of previous draft PERs for update complete.
 - b. Continue development of updated PER for CoH review and approval.
2. Ph II Final Design - Authorization received dated 11/14-14 & 12-16-16.
 - a. Basic and Additional Services
 - 1.) Update of N. Gessner SWMM model to incorporate A&B as one construction project begun. Draft Drainage Impact report in process.
 - 2.) Continue development of design plans as one construction project.
 - 3.) Begin updated Survey and Geotechnical Investigation.
 - 4.) Begin ESA II study and field work.
 - 5.) Continue coordination with SWA for streetscape design.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Project Review Meeting with CoH held on 01-25-17.
 - 3.) Progress Mtgs. with TIRZ Executive Director as requested.
 - 4.) Attended and provided project update at TIRZ Board Meeting and TIRZ Board CIP Committee Meeting.

Activities Planned for Next Period

1. Ph I PER Update - Authorization received dated 12-16-16.
 - a. Complete development of draft PER for CoH review and approval.
 - b. Continue coordination with CoH for PER and TRC approvals.
2. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Continue development of design plans as one construction project
 - 2.) Continue tasks for ESA II.
 - 3.) Complete Survey and Geotechnical field work.
 - 4.) Continue coordination with SWA for streetscape design.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ as required.
 - 3.) Provide project update at next TIRZ Board Meeting.

Issues and information we are waiting to receive - Final approval/execution of AFA for TxDOT Grant for project.

Scott Beas
 Memorial City Redevelopment Authority, TRZ 17
 9610 Long Point Dr., Suite #130
 Houston, Texas 77055

December 1, 2016
 Invoice No: 130-10384-020-2

Professional Services Through November 30, 2016

Account No.	Project Name	Original Contract Amount	Percent Complete	Remaining Contract Amount	Total Invoiced To Date	Previously Invoiced	Current Payment Due
CIP No. T-1732A	Memorial City Mobility and Drainage Improvements Phase II Detailed Design	\$1,148,700.00	1.75%	\$1,145,105.71	\$26,191.75	\$0.00	\$26,191.75
CURRENT PAYMENT DUE THIS INVOICE:							\$26,191.75

Billings to Date	Current	Prior	Total
	\$26,191.75	\$0.00	\$26,191.75

Authorized by: _____ Date: 12/05/16

Code # 1732A
 2/20/2017

Scott Beas
 Memorial City Redevelopment Authority, TRZ 17
 9610 Long Point Dr., Suite #130
 Houston, TX 77055

December 1, 2016
 Invoice No: 130-11972-002-1

Professional Services Through November 18, 2016

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Regional Division South of 84-10 - Initial Preliminary Engineering and Detailed Impact Analysis	\$99,652.00	\$ 38,227.00	\$ -	\$38,227.00
CURRENT PAYMENT DUE THIS INVOICE:				\$38,227.00

Billings to Date	Current	Prior	Total
	\$38,227.00	\$0.00	\$38,227.00

Authorized by: _____ Date: 12/05/16

Code # 1735
 2/20/2017

Scott Beas
 Memorial City Redevelopment Authority, TRZ 17
 9610 Long Point Dr., Suite #130
 Houston, TX 77055

December 1, 2016
 Invoice No: 130-10384-020-17

Professional Services Through November 30, 2016

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorizations 11 Engineering Consulting Services	\$45,000.00	\$ 45,000.00	\$ 43,513.93	\$ 1,384.07

CURRENT PAYMENT DUE THIS INVOICE: \$1,384.07

Billings to Date	Current	Prior	Total
	\$1,384.07	\$43,513.93	\$45,000.00

Authorized by: _____ Date: 12/05/16

Code # 632.2
 2/20/2017

Scott Bean
 Memorial City Redevelopment Authority, TRIZ 17
 9618 Long Point Dr., Suite #150
 Houston, TX 77025

December 1, 2016
 Invoice No: 120-11973-001-1

Professional Services Through December 31, 2016

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization Four Points by Sheraton Parking Lot Extension	\$50,430.00	\$ 19,610.83	\$ -	\$19,610.83

CURRENT PAYMENT DUE THIS INVOICE: \$19,610.83

Bills to Date	Current	Prior	Total
	\$19,610.83	\$0.00	\$19,610.83

Authorized by: _____ Date: 12/05/16

Code # 1717
 2/20/2017

Scott Bean
 Memorial City Redevelopment Authority, TRIZ 17
 9618 Long Point Dr., Suite #150
 Houston, Texas 77025

February 23, 2017
 Invoice No: 130-11973-001-1

Professional Services From January 16, 2017 Through February 15, 2017

Account No.	Project Name	Original Contract Amount	Percent Complete	Remaining Contract Amount	Total Invoiced To Date	Previously Invoiced	Current Payment Due
CP No. F-1726A	Memorial One's Accessibility and On-Street Transportation - Phase B Detailed Design	\$1,165,708.00	5.47%	\$1,101,927.28	\$43,772.48	\$48,533.00	\$14,738.80

CURRENT PAYMENT DUE THIS INVOICE: \$14,738.80

Bills to Date	Current	Prior	Total
	\$14,738.80	\$0.00	\$14,738.80

Authorized by: _____ Date: 2/23/17

Code # 1738 A
 2/13/2017

Scott Bean
 Memorial City Redevelopment Authority, TRIZ 17
 9618 Long Point Dr., Suite #150
 Houston, TX 77025

February 23, 2017
 Invoice No: 130-11973-001-1

Professional Services from January 16, 2017 through February 15, 2017

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization MCRA General Services	\$ 15,000.00	\$ 3,547.53	\$ 2,547.53	\$ 900.00

CURRENT PAYMENT DUE THIS INVOICE: \$900.00

Bills to Date	Current	Prior	Total
	\$900.00	\$2,547.53	\$3,447.53

Authorized by: _____ Date: 2/23/17

Code # 6322
 2/13/2017

Scott Bean
 Memorial City Redevelopment Authority, TRIZ 17
 9618 Long Point Dr., Suite #150
 Houston, TX 77025

February 23, 2017
 Invoice No: 130-11973-001-1

Professional Services from January 16, 2017 through February 15, 2017

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization Regional Detention South of IH-10 - Initial Preliminary Engineering and Detailed Impact Analysis	\$ 99,853.00	\$ 97,741.19	\$ 47,553.53	\$ 30,188.66

CURRENT PAYMENT DUE THIS INVOICE: \$30,188.66

Bills to Date	Current	Prior	Total
	\$30,188.66	\$47,553.53	\$77,742.19

Authorized by: _____ Date: 2/23/17

Code # 1735
 2/13/2017

Scott Bean
 Memorial City Redevelopment Authority, T182 17
 9610 Long Point Dr., Suite #150
 Houston, TX 77035

February 23, 2017
 Invoice No: 120-11973-003-3

Professional Services from January 16, 2017 through February 15, 2017

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization Four Points by Sheraton Parking Lot Extension	\$50,430.00	\$ 49,856.95	\$ 39,867.03	\$ 9,989.92

CURRENT PAYMENT DUE THIS INVOICE: \$9,989.92

Bill to Date	Current	Prior	Total
	\$9,989.92	\$39,867.03	\$49,856.95

Authorized by: _____ Date: 2/23/17

Code # 1717
 2/23/2017

Scott Bean
 Memorial City Redevelopment Authority, T182 17
 9610 Long Point Dr., Suite #150
 Houston, TX 77035

February 23, 2017
 Invoice No: 120-11973-003-4

Professional Services from January 16, 2017 through February 15, 2017

Project Name	Current Payment Due
Authorization Aviles over run on CMT services due to unforeseen conditions.	\$1,480.25

CURRENT PAYMENT DUE THIS INVOICE: \$1,480.25

Authorized by: _____ Date: 2/23/17

Code # 1717
 2/23/2017

SAL ESPARZA, INC.

PO BOX 96636
 HOUSTON, TEXAS
 77290

Date	Invoice #
1/31/17	25794

Bill To
 Memorial City Redevelopment Authority, TI
 Scott Bean, Executive Director
 PO Box 22167
 Houston, Texas 77227-2167

Scott Bean
 Memorial City Redevelopment Authority, T182 17
 9610 Long Point Dr., Suite #150
 Houston, TX 77035

February 23, 2017
 Invoice No: 120-11973-004-1

Professional Services from January 24, 2017 through February 15, 2017

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due
Authorization ESA, Parcel maps and Meets & Bonds for ROW dedication	\$10,024.00	\$ 1,181.41	\$ -	\$ 1,181.41

CURRENT PAYMENT DUE THIS INVOICE: \$1,181.41

Bill to Date	Current	Prior	Total
	\$1,181.41	\$0.00	\$1,181.41

Authorized by: _____ Date: 2/23/17

Code # 1717
 2/23/2017

S.O. No.	P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	GROUPS MAINTENANCE SERVICES FOR JANUARY 2017.		
1	BRIAR BRANCH # 1731 A	655.40	655.40
1	LUMPKIN BASIN # 1709	433.52	433.52
Balance Due			\$1,088.92

Code: See detail
 2/17/2017

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006

HOUSTON
 3200 Travis Street
 Suite 200
 Houston, TX 77006
 (713) 951-7951

AUSTIN
 1715 6th Street
 Suite 112
 Austin, TX 78702
 (512) 226-8002

THE GOODMAN CORPORATION
 THEGOODMANCORP.COM

PROGRESS REPORT

To: Scott Bean, Executive Director
 From: Stephanie Kirchner
 Date: February 1, 2017
 Re: Environmental Studies for Categorical Exclusion Memorial Drive (Beltway 6 to Tallowood Road) (MCT102) - January 2017

Invoice

Bill To Mr. Michelle Lofton ETI Bookkeeping Services P.O. Box 73109 Houston, TX 77273		Date 1/11/2017	Invoice # 1-2017-27		
		Terms	Project MCT102		
Item	Description	Rate	Prior %	Cur %	Amount
Contract Services	Task 1 - Purpose and Need	1,500.00	0%	0.00%	0.00
Contract Services	Task 2 - Alternative Analysis	3,500.00	10%	0.00%	0.00
Contract Services	Task 3.1 - Socioeconomic Analysis	2,000.00	10%	5.00%	150.00
Contract Services	Task 3.2 - Water Quality Conditions	1,000.00	0%	0.00%	0.00
Contract Services	Task 3.3 - Plant Communities and Wildlife Habitat	4,500.00	0%	0.00%	0.00
Contract Services	Task 3.4 - Waters and Wetlands Identification	1,000.00	10%	0.00%	0.00
Contract Services	Task 3.5 - Air Quality Assessment	1,000.00	0%	0.00%	0.00
Contract Services	Task 3.6 - Floodplain Assessment	1,000.00	10%	0.00%	0.00
Contract Services	Task 3.7 - Cultural Resource Assessment	1,000.00	10%	3.00%	30.00
Contract Services	Task 3.7a - Historical Resource Analysis	0.00	0%	3.00%	0.00
Contract Services	Task 3.8 - Hazardous Materials	1,350.00	0%	3.00%	67.50
Contract Services	Task 3.9 - Historical Identification	1,500.00	0%	0.00%	0.00
Contract Services	Task 3.9a - Indirect Impacts Assessment	2,000.00	0%	0.00%	0.00
Contract Services	Task 3.10 - Cumulative Impacts Assessment	2,000.00	0%	0.00%	0.00
Contract Services	Task 4 - Draft and Final EA	15,000.00	0%	0.00%	0.00

Total \$247.50
Balance Due \$247.50

Phone # 713-951-7951
 Fax # 713-951-7957

Code # 1735A
 2/1/2017

Task	Prior % Complete	Current % Complete
1 - Purpose and Need Comment: No activity.	0%	0%
2 - Alternative Analysis Comment: No activity.	10%	10%
3.1 - Socioeconomic Analysis Comment: Downloaded TxDOT Community Impacts Assessment Technical Report form	10%	15%
3.2 - Water Quality Conditions Comment: No activity.	0%	0%
3.3 - Plant Communities and Wildlife Habitat Comment: No activity.	0%	0%
3.4 - Waters and Wetlands Identification Comment: No activity.	10%	10%
3.5 - Air Quality Assessment Comment: No activity.	0%	0%
3.6 - Floodplains Assessment Comment: No activity.	10%	10%
3.7 - Cultural Resource Identification Comment: Downloaded TxDOT Project Coordination Request for Historical Studies form	10%	15%
3.7a - Historical Resource Analysis	0%	0%

THE GOODMAN CORPORATION

Comment: No activity.		
3.8 - Hazardous Materials Comment: Downloaded TxDOT Initial Site Assessment form	0%	10%
3.8 - Historical Resource Identification Comment: No activity.	0%	0%
3.10 - Cumulative Impacts Assessment Comment: No activity.	0%	0%
4 - Draft and Final EA Comment: No activity.	0%	0%

The Goodman Corporation
 3200 Travis Street, Ste. 200
 Houston, TX 77006

Invoice

Bill To Mr. Michelle Lofton ETI Bookkeeping Services P.O. Box 73109 Houston, TX 77273		Date 1/11/2017	Invoice # 1-2017-26		
		Terms	Project MCT101		
Item	Description	Rate	Prior %	Cur %	Amount
Contract Services	Task 1 - Program Management, Oversight, and Interagency Coordination for Memorial Drive <i>Code # 1735A</i>	30,000.00	25%	1.00%	300.00
Contract Services	Task 2 - Program Management, Oversight, and Interagency Coordination for Hock Genser <i>Code # 1732A</i>	100,000.00	27%	5.00%	5,000.00

Total \$5,300.00
Balance Due \$5,300.00

Phone # 713-951-7951
 Fax # 713-951-7957

Code # - see client
 2/1/2017



THE GOODMAN
CORPORATION

HOUSTON
3200 Travis Street
Suite 300
Houston, TX 77006
(713) 951-7951

AUSTIN
1715 6th Street
Suite 112
Austin, TX 78702
(512) 336-8002

TNSGOODKAMP.COM

PROGRESS REPORT

To: Scott Bean, Executive Director
From: David Rodgers
Date: February 1, 2017
Re: TIP Project Assistance and Oversight (MCT101) – January 2017

Task	Previous % Complete	Current % Complete
1 – Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive	28%	29%
Comment:		
• Research and development of memorandum update for MCRA CIP meeting.		
• Attendance at MCRA BOD meeting on 1/23/17 and facilitation of update		
2 – Program Management, Oversight, and Intergovernmental Coordination for North Geesner	27%	32%
Comment:		
• Research and development of memorandum update for MCRA CIP meeting.		
• Coordination with TxDOT regarding AFA		
• Creation of board resolution to adopt AFA		
• Coordination with legal counsel		
• Attendance at MCRA BOD meeting on 1/23/17 and facilitation of update		



2/13/2017

Invoice #: 43015582

Bill To:

TIRZ-Memorial City Redevelopment Authority/RZ 17
PO Box 22167
Houston, TX 77227-2167

Invoice **Balance Due: \$7,500.00**

Description	Amount
Professional consulting and administration fee, February 2017	\$7,500.00

Terms: C.O.D.

Sales Tax: \$0.00
Total Amount: \$7,500.00

Owed As Of: 2/13/2017

30 DAYS	90 DAYS	90+ DAYS	Total Owed
			\$7,500.00

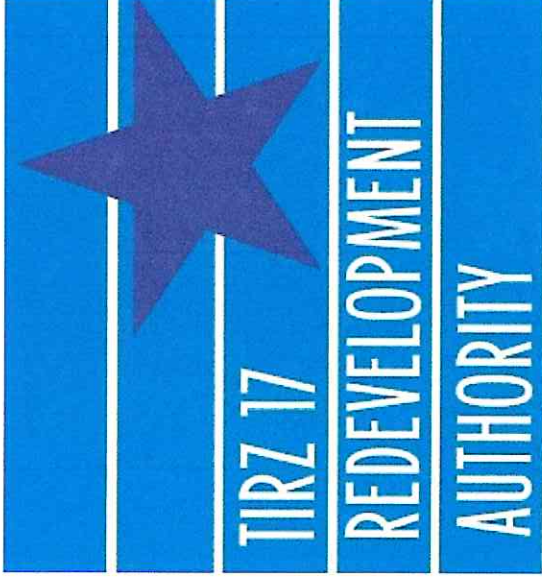
MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ NO. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

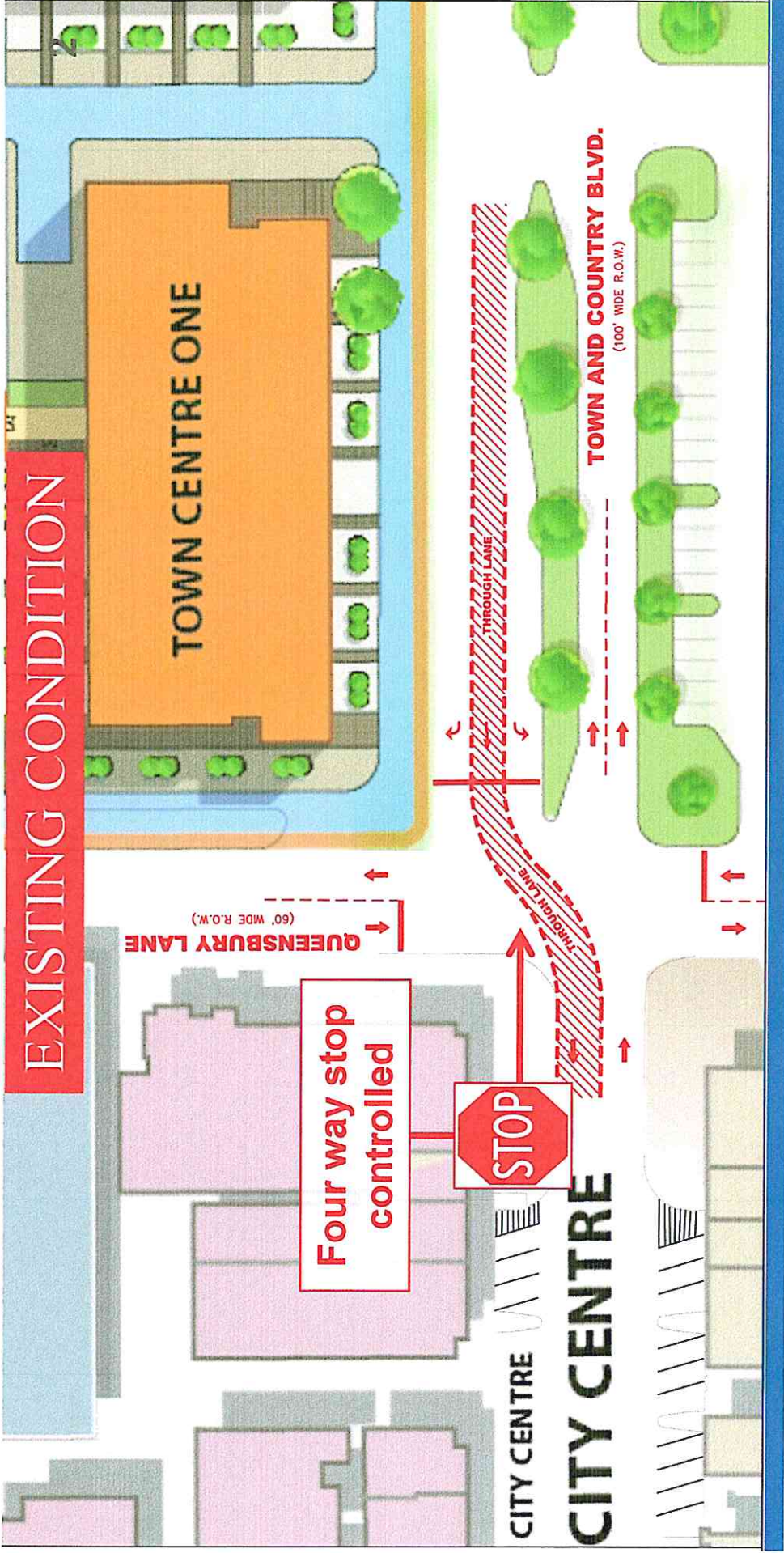
5. Presentation on the Town and Country at Queensbury intersection improvements and authorize appropriate actions.

Town & Country Boulevard and Queensbury Lane Intersection Realignment & Signalization Update



Feb 28, 2017

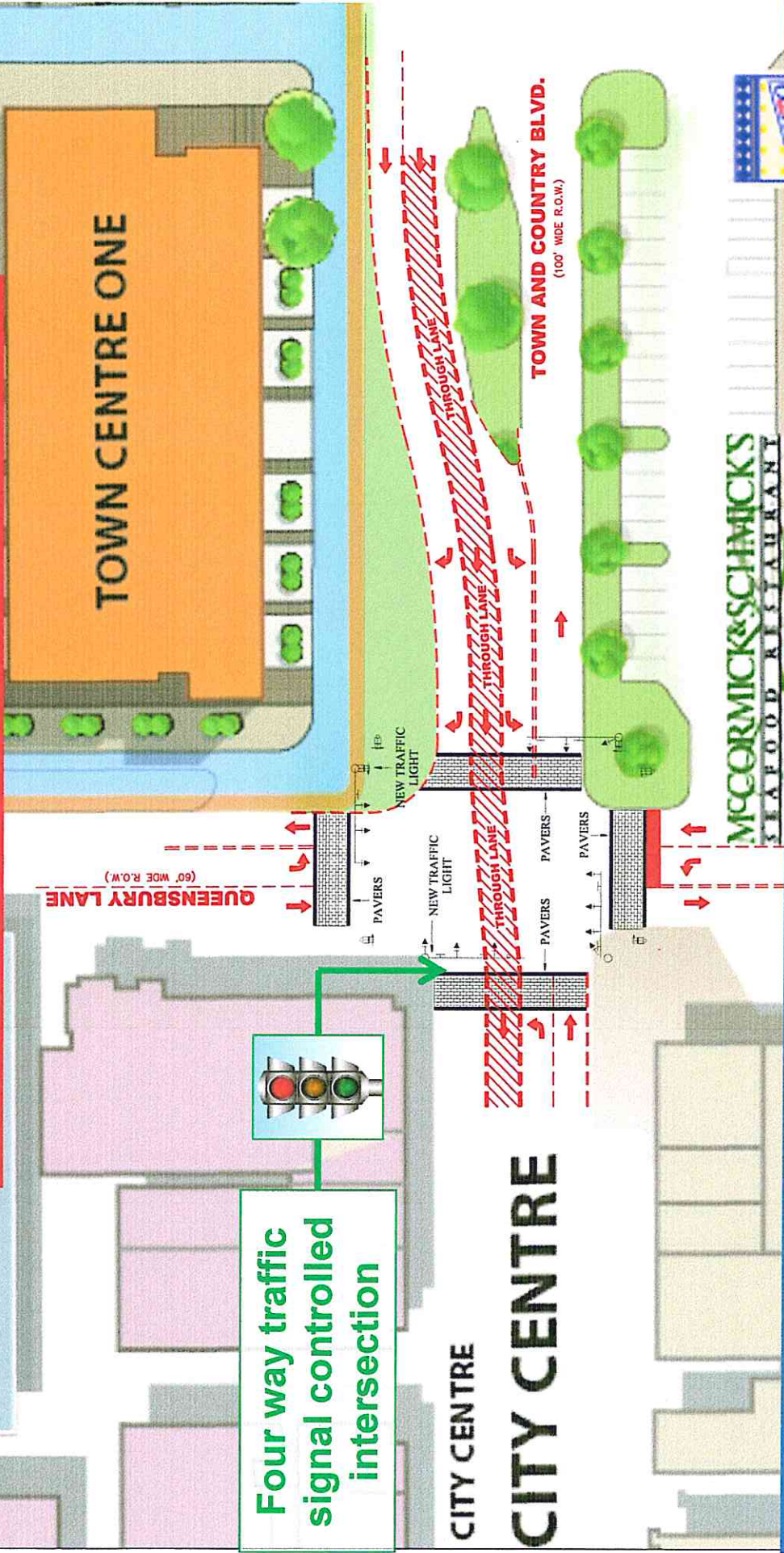




- In 2007, TIRZ 17 identified in the initial mobility plan the need to have this intersection upgraded for signalization
- Current configuration causes driver confusion and unsafe traffic flow
- The current intersection approaches are off-set approximately 20 feet
- Both vehicular and pedestrian safety are negatively impacted by the current intersection configuration

PRELIMINARY INTERSECTION

3



Four way traffic signal controlled intersection

CITY CENTRE
CITY CENTRE

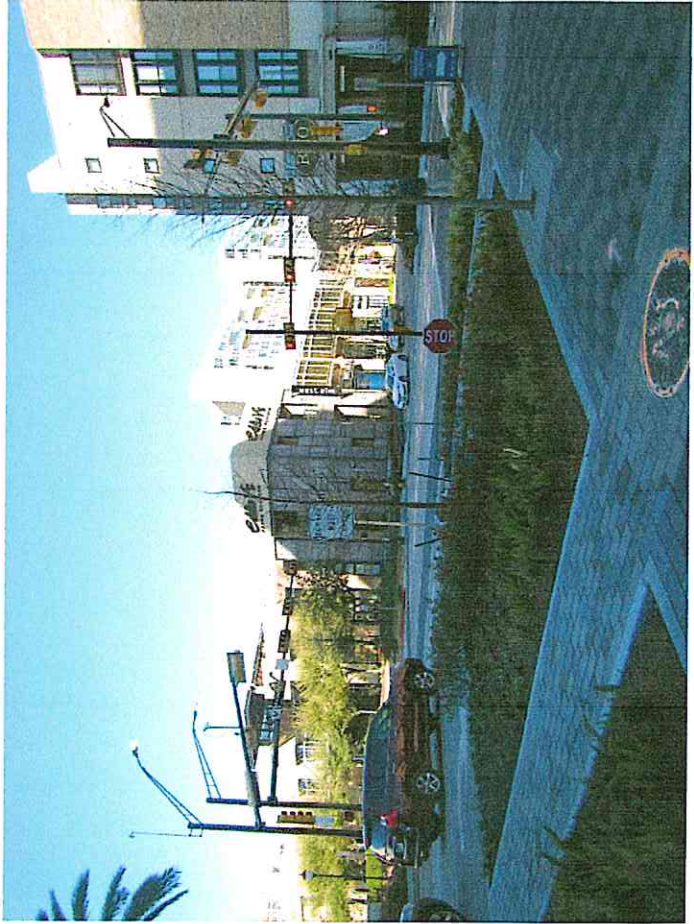
McCORMICK & SCHMICKS
SEAFOOD RESTAURANT

- In the near future this stop-controlled intersection will exceed its volume threshold and become incapable of handling a large amount of traffic
- A signalized intersection provides safer and improved operations for both pedestrian and vehicular traffic

Project Status

Task List	Status
Design Phase	Completed
Bidding Phase	Completed
Construction Phase	Completed

Intersection After Realignment and Signalization



Intersection After Realignment and Signalization



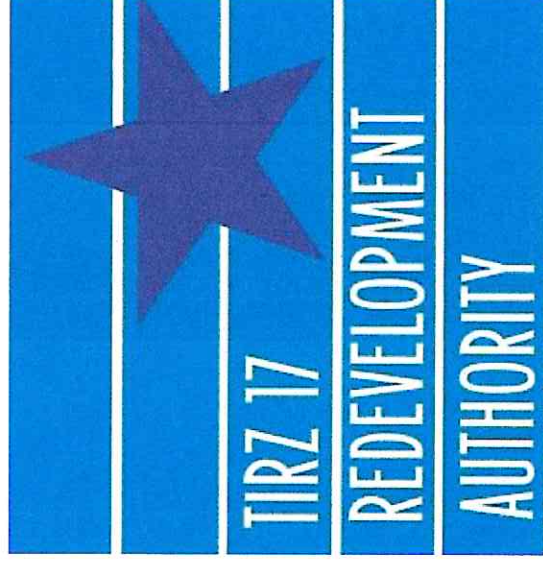
Intersection After Realignment and Signalization



Intersection After Realignment and Signalization



Thank You



Relationships in Real Estate



MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

6. CIP Committee.
 - a. Project update and reports from LAN
 - i. Consider Pay Estimate No. 4, including Change Order No. 1 and Final Pay Estimate No. 5, and release of retainage for the Four Points by Sheraton project from Corner Rock Construction
 - ii. Authorization to bid the Town and Country roadway construction project, contingent on final right-of-way acquisition approval
 - iii. Proposal for a Regional Detention Analysis south of Interstate 10
 - b. Project update/report(s) from Klotz Associates
 - c. Project update/report(s) from Goodman Corporation
 - d. Project update/report(s) from SWA
 - i. Amended work authorization for Gessner Road landscape design



Memorial City Redevelopment Authority - TIRZ 17
One-Page Monthly Consultant Report

February 2017

Project Number: 120-11972-003
Four Points by Sheraton Parking Lot Extension

Ongoing Activities:

Item	Description
1	Contractor completed parking lot construction
2	As-Built Record Drawings completed. Project has been closed out.

Project Number: 120-11972-002
Sub-regional Detention Analysis

Ongoing Activities:

Item	Description
1	Met with HCFCF in December to review initial results, HCFCF had minor comments that have already been addressed in the model
2	Currently working on Impact Analysis Tech Memo to be submitted to HCFCF

Project Number: 120-11972-000
Memorial Drive Improvements

Ongoing Activities:

Item	Description
1	Roadway alignment updated
2	Geotechnical borings completed. Awaiting report
3	Coordinated ESA II boring locations with City. Submitted revised proposal for approval.
4	Began evaluating proposed drainage system

Project Number: 130-10384-022
Town & Country Reconstruction

Ongoing Activities:

Item	Description
1	Project ready to advertise
2	Awaiting final JRC agreement for right-of-way acquisition

Memorial Drive Annexation

Ongoing Activities:

Item	Description
1	Awaiting direction from board
2	TIPP call for project: 1 st quarter of 2017

February, 2017 Update
Four Points by Sheraton Parking Lot Extension
TIRZ 17

Status:

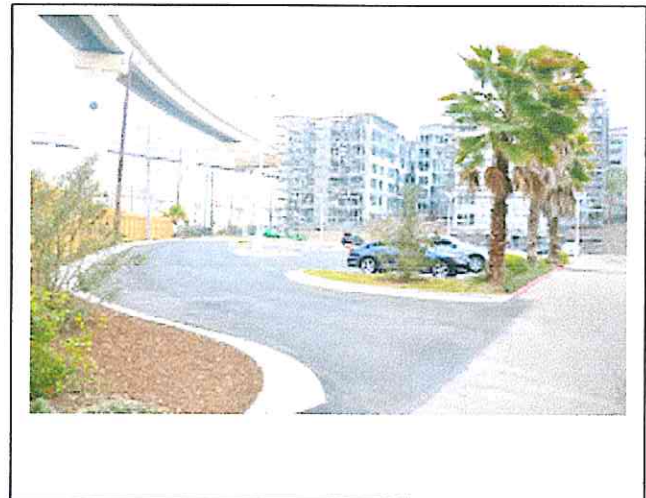
- Project completed
- Achieved Substantial Completion 2/1/17
- Achieved Final Completion 2/15/17

Unforeseen Conditions encountered:

1. Existing 12-inch water line encountered during storm sewer installation
 - Water line was in direct conflict with storm drains
 - Line was determined to be active
 - City was unable to isolate the line to determine if it could be removed
 - Contractor lost time waiting for investigation
 - Redesigned storm sewer system
 - Additional cost and time incurred for downtime, storm drain removal and exploratory excavation to locate waterline
 - Easement will be necessary for the waterline
2. Encountered differing subgrade conditions
 - During excavation for new pavement, encountered existing asphalt paving and shell base material.
 - Geotechnical engineer was consulted for recommendation
 - During continued excavation encountered additional existing pavement at a different elevation than previous material
 - Geotechnical engineer was again consulted for recommendation
 - Contractor implemented recommendations which modified the original lime stabilization to a combination of lime (in small areas) and crushed recycled concrete. Contractor lost time awaiting results of Geotechnical engineer's investigation and testing.
 - Incurred additional time and cost for the downtime, additional excavation and, revised subgrade stabilization materials and methods

Summary of Over-runs

- ◆ Contract time – 14 days
- ◆ Construction cost – 4.73% increase (\$12,329.96)
- ◆ CMT increase – 14.1% increase (\$1,480.25)





POINT	NORTHING	EASTING
1	1389966.6	300218.44
2	1389823.3	300103.31
3	1389881.1	300262.18
4	1389945.1	300161.23
5	1389927.96	300153.94

LEGEND:

- 27.6 EXISTING ELEVATION
- 27.8 PROP. ELEVATION
- 1/2\"/>

PRIVATE UTILITY LINES SHOWN

Date: _____

CONTRACTOR RESPONSIBILITY: CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.

CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.

REDEVELOPMENT AUTHORITY

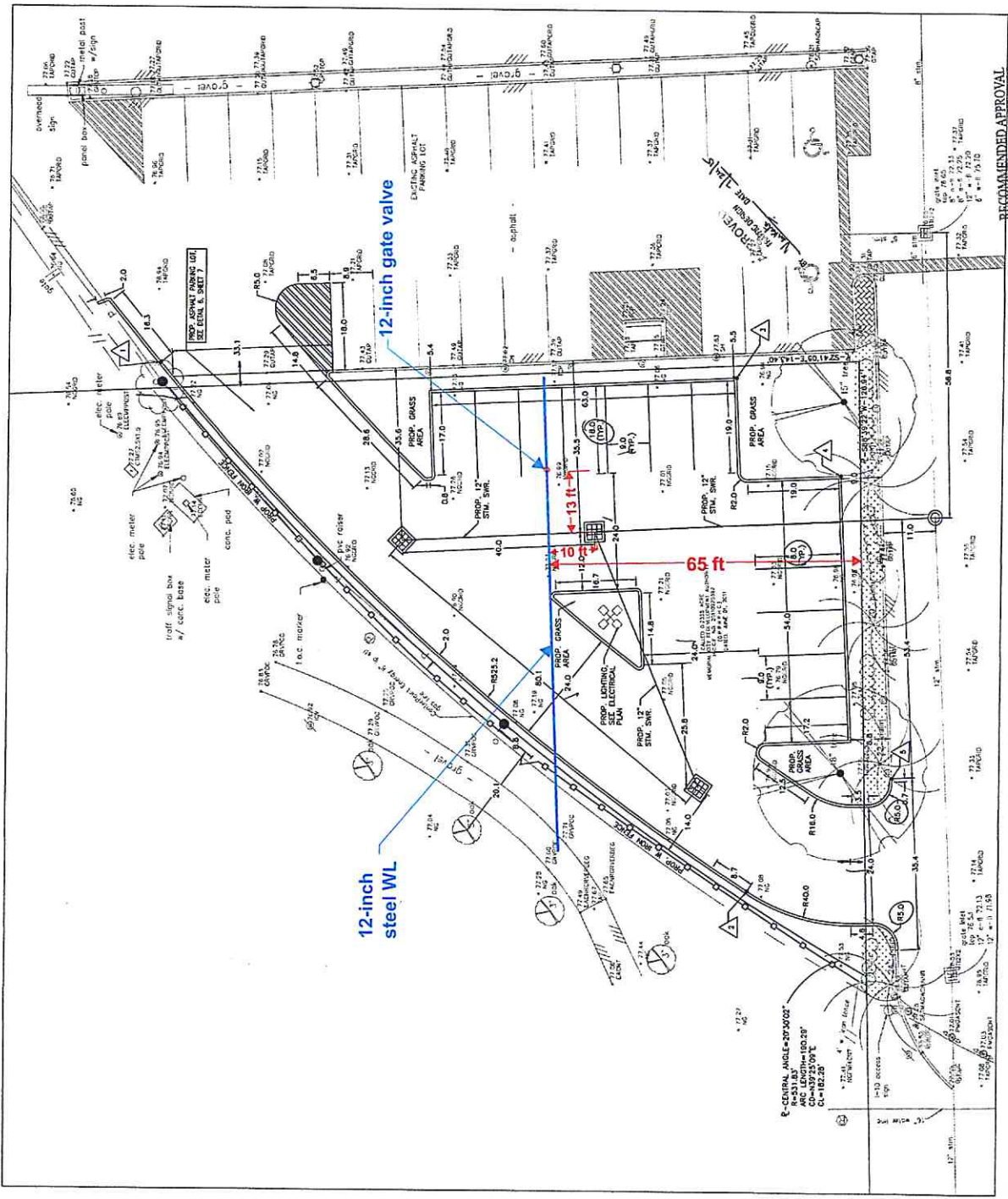
IGN Lockwood, Andrews & Newberry, LLC
A TEXAS LIMITED LIABILITY COMPANY

TOWN OF COUNTRY, TEXAS
N-117030-0017-3

DIMENSION CONTROL PLAN

CITY OF HOUSTON
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

FILE NO.: _____
DRAWING SCALE: _____
SHEET: 4 of 9



- NOTES:**
- ALL DIMENSIONS ARE IN FEET TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - EXISTING UTILITY LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.
 - CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.
 - CURB DIMENSION IS 6-INCHES UNLESS OTHERWISE SHOWN ON PLAN.
 - ALL CURB RISE ARE 4-FOOT UNLESS OTHERWISE SHOWN ON PLAN.
 - PROPOSED PARKING LOT TO ADD A TOTAL OF 10 SPACES. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.
 - CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.
 - CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS DRAWING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.

RECOMMENDED APPROVAL
PLANNING AND DEVELOPMENT DEPARTMENT
DATE: _____



MEMORIAL CITY REDEVELOPMENT AUTHORITY

Tax Increment Reinvestment Zone No. 17

CHANGE ORDER

Document 00941
CHANGE ORDER No. 1
FINAL

PROJECT: Four Points by Sheraton Parking Lot Extension

TO: Corner Rock Construction, LLC
Contractor and 2322 Eaglerock Dr.
Address for Written Notice Houston, TX 77080

PROJECT No.: _____

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE

	Amount	Time
<p>ITEM 1 SCOPE: Adjust pay item quantities with the final agreed upon quantities and add additional items of work. Adjust total contract time for time extensions due to additional work items. This change shall constitute full, final and complete settlement for all cost and time impacts. See attachment for adjustments</p> <p>JUSTIFICATION: Reconciliation of final agreed upon quantities and time extensions in accordance with Document 00700 - General Conditions and 00800 - Supplementary Conditions</p>	\$12,329.96	14 Days

TOTALS: \$12,329.96 14 Days

1.02 ACCEPTANCE BY CONTRACTOR

Contractor agrees to perform change(s) included in this Change Order for the price and time indicated. The prices for changes include all costs associated with this Change Order.

[Signature] PRESIDENT 2-9-2017
Contractor Signature and Title Date

1.03 ACCEPTANCE BY THE MEMORIAL CITY REDEVELOPMENT AUTHORITY

[Signature] 2/10/17 [Signature] 2/17/2017
Construction Manager Date Project Manager Date

[Signature] 2/20/17
Executive Director, TIRZ No. 17 Date



MEMORIAL CITY REDEVELOPMENT AUTHORITY

Tax Increment Reinvestment Zone No. 17

CHANGE ORDER

Document 00941
CHANGE ORDER No. 1
FINAL

PROJECT: Four Points by Sheraton Parking Lot Extension

EXECUTIVE SUMMARY

1.01 CONTRACT PRICE SUMMARY		DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$260,736.35	100%
B.	Previous Change Orders	\$0.00	0.0%
C.	This Change Order	\$12,329.96	4.7%
D.	Contract Price	\$273,066.31	104.7%

Date of Commencement of the Work: Monday, October 10, 2016

1.02 CONTRACT TIME SUMMARY		DURATION	COMPLETION DATE
A.	Original Contract Time	100 Days	Wednesday, January 18, 2017
B.	Previous Change Orders	0 Days	Wednesday, January 18, 2017
C.	This Change Order	14 Days	Wednesday, February 1, 2017
D.	Contract Time	114 Days	Wednesday, February 1, 2017

1.03 TOTAL VALUE OF INCREASES OUTSIDE OF GENERAL SCOPE OF WORK

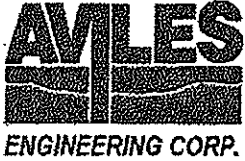
A. Including this Change Order, the following table is provided to track conditions related to Paragraph 7.1.2.3 of Document 00700 - General Conditions.

CHANGE ORDER No.	AMOUNT ADDED	PERCENT OF ORIGINAL CONTRACT PRICE
1	\$0.00	0.0%
TOTALS	\$0.00	0.0%

END OF DOCUMENT

CHANGE ORDER No. 1 FINAL
Attachment

ITEM NO.	ITEM DESCRIPTION	UNIT	ADD/DEDUCT QTY	UNIT PRICE	DEDUCT	ADD
13	4-inch Hot Mix Base Course	SY	-132	\$32.46	-\$4,284.72	
14	2-inch Asphaltic Conc Pavement	SY	-56	\$20.85	-\$1,167.60	
16	Remove and Replace Exist.					
19	Asphaltic Concrete Pavement	SY	-52	\$45.19	-\$2,349.88	
20	Wrought Iron Fence	LF	-185	\$39.04	-\$7,222.40	
	Wrought Iron Gate	EA	-1	\$877.50	-\$877.50	
New Item	Remove and replace two (2) trees in conflict and not salvageable	LS	1	\$5,446.93		\$5,446.93
New Item	Revise storm drain system due to conflict with unforeseen 12-inch waterline	LS	1	\$5,433.22		\$5,433.22
New Item	Adjust storm manhole rim to match existing elevations	LS	1	\$2,978.78		\$2,978.78
New Item	Existing 12-inch WL exploratory excavation	LS	1	\$2,592.10		\$2,592.10
New Item	Additional pavement stabilization cost due to unforeseen existing	LS	1	\$4,182.23		\$4,182.23
New Item	Provide wood fence per Harris Co. Pct. 3	LS	1	\$7,257.80		\$7,257.80
New Item	Repair existing electrical per COH inspector instruction	LS	1	\$341.00		\$341.00
					-\$15,902.10	\$28,232.06
				CO Total Amount		\$12,329.96



AVILES ENGINEERING CORPORATION

5790 Windfern, Houston, Texas 77041 - 713-895-7645 - Fax 713-895-7943

Invoice

Invoice Date: 02/03/17
 AEC Project No.: C170-16

AEC Invoice No.: 011763C - Invoice 2
 Customer ID: LAN

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

Project: **Memorial City Redevelopment Authority TIRZ No. T-1717
 Four Points By Sheraton Parking Lot Extension Project**

Bill to:

Mail to:

Lockwood, Andrews & Newnam, Inc.
 Attn: Richard L. Butler
RLButler@lan-inc.com

Richard L. Butler (LAN)
RLButler@lan-inc.com
 and
ILDinvoices@lan-inc.com

Services Provided:	Net Amount Due
Construction Materials Testing and Inspection Services on the above Referenced Project <i>(See Attached Page/s for Invoice Backup)</i>	\$1,480.25
Subtotal	\$1,480.25
Terms: Net 30	Total Due this Invoice: \$1,480.25

Estimate Amount:	\$10,491.00
Amount of this Invoice:	\$1,480.25
Amount of Previous Invoices:	\$10,491.00
Amount Invoiced including this Invoice:	\$11,971.25
Amount Remaining including this Invoice:	-\$1,480.25
Percent of Estimate Complete:	114.1%

Please Remit to:
 Aviles Engineering Corporation
 5790 Windfern Road
 Houston, Texas 77041

Please Include Invoice Number on all Remittance. Thank You and We Appreciate Your Business.

Project: Memorial City Redevelopment Authority TIRZ No. T-1717

AEC Project No.:

C170-16

Client: Lockwood, Andrews & Newnam, Inc.

Invoice Date: 02/03/17

Invoice No.: 011763C - Invoice 2

Date	Report No.	Description	Quantity	Unit	Unit Rate	Amount
		<i>Continuation of Previous Invoice - This Invoice only Includes the Amount Over Estimate (See Invoice 1 for Invoicing up to Estimate)</i>	1	Each	\$ -	\$ -
			0			
1/31	34	Engineering Technician	2.2454	Hour	\$ 54.00	\$ 121.25
		Nuclear Density Gauge	2.5	Hour	\$ 10.00	\$ 25.00
		Vehicle Charge	2.5	Hour	\$ 10.00	\$ 25.00
1/31	35	Theoretical Max. Specific Gravity	1	Each	\$ 90.00	\$ 90.00
		Molding Specimens	1	Set of 3	\$ 60.00	\$ 60.00
		Density of Molded Specimens	1	Set of 3	\$ 50.00	\$ 50.00
		Hveem Stability	1	Set of 3	\$ 90.00	\$ 90.00
		Extraction - Gradation	1	Each	\$200.00	\$ 200.00
		Project Engineer	0.3	Hour	\$130.00	\$ 39.00
2/3	36	Asphalt Pavement Cores - Minimum Charge	1	Each	\$338.00	\$ 338.00
		Vehicle - Minimum Charge	4	Hour	\$ 10.00	\$ 40.00
		Thickness Determination of Asphalt Core	3	Each	\$ 9.00	\$ 27.00
		Density Determination of Asphalt Core	3	Each	\$ 45.00	\$ 135.00
		Project Engineer	0.3	Hour	\$130.00	\$ 39.00
	37	Thickness Determination of Asphalt Core	3	Each	\$ 9.00	\$ 27.00
		Density Determination of Asphalt Core	3	Each	\$ 45.00	\$ 135.00
		Project Engineer	0.3	Hour	\$130.00	\$ 39.00
					Total =	\$1,480.25



REPORT OF TESTING ON ASPHALTIC CONCRETE

PROJECT: Memorial City Redevelopment Authority TIRZ No. T-1717 Four Points By Sheraton Parking Lot Extension	DATE: 1/31/17
CLIENT: Lockwood, Andrews & Newman, Inc.	AEC PROJECT NO.: 170-16
	AEC REPORT NO.: 35 Page 1 of 2

REMARKS: In response to the City of Houston's request, one (1) sample of Fine Surface (TxDOT Type D) Asphaltic Concrete was sampled from the above referenced project to determine compliance with 2009 City of Houston Specification Section 02741. The sample was returned to Aviles Engineering Corporation's office for testing. The results of the testing performed on the sample are as follows:

SAMPLE TYPE, LOCATION and OTHER INFO:	Supplier: Century	Mix ID: 540003 Type D Virgin PG 64-22	
	Ticket No.: 9218625	Plant: Melendy	Time Sampled: 12:50 PM
	Location: 15' W, 10' N of SE Corner of Parking Lot Extension		

Laboratory Test Results:

Theoretical Specific Gravity Results
TxDOT Test Method Tex-227-F

2.429

Density of Laboratory Molded Specimens Results
TxDOT Test Methods Tex-206-F and Tex-207-F

Specimen ID	Bulk Specific Gravity of Molded Specimens	Density of Molded Specimens, pcf	Laboratory Density, % of Theoretical Specific Gravity	
			Sample Results	City of Houston Spec., Section 02741, 2.03, B.
A	2.346	146.4	96.6	---
B	2.344	146.2	96.5	---
C	2.346	146.4	96.6	---
Average	2.345	146.3	96.6	94.5 to 97.5

HVEEM Stability Results

TxDOT Test Methods Tex-206-F and Tex-208-F

Specimen ID	HVEEM Stability	City of Houston Specification, Section 02741, 2.03.B
A	40	---
B	38	---
C	35	---
Average	38	Not Less Than 35



Extraction - Gradation Results

*TxDOT Test Method Tex-236-F
 (No Correction Factor Established for Mix)*

Sieve Size	Sample Results, % Passing by Wt. of Extracted Aggregate	City of Houston, 2009 Spec. 02741, 2.01, C., Fine Surface (TxDOT Type D), % Passing
1/2"	99.7	98.0 - 100.0
3/8"	94.8	85.0 - 100.0
No. 4	74.5 ^x	50.0 - 70.0
No. 8	45.2	35.0 - 46.0
No. 30	26.4	15.0 - 29.0
No. 50	16.8	7.0 - 20.0
No. 200	3.7	2.0 - 7.0
Asphalt Content, % by Wt. of Mixture	5.6	Not Specified

x - Does not meet COH 2009 Specifications

The results indicate the HMAC sampled on this date **would not meet** 2009 City of Houston Specification Section 02741 since the grading of one (1) aggregate size range was outside the Master Grading tolerances.

If there are any questions concerning these results or if we can provide any additional information, please contact us at your convenience.

COMMENTS:

Distribution: Richard Butler, Ricky Gonzalez, Victor Rendon; LAN
 Ben Reyes & Rosalie Brockman; Corner Rock Construction

Respectfully submitted:
Aviles Engineering Corporation

Shane Ressman, PE
 Department Manager



REPORT OF IN-PLACE DENSITY TESTING OF ASPHALTIC CONCRETE PAVEMENT

PROJECT: Memorial City Redevelopment Authority TIRZ No. T-1717 Four Points By Sheraton Parking Lot Extension	DATE: 2/3/17
	AEC PROJECT NO.: 170-16
CLIENT: Lockwood, Andrews & Newman, Inc.	AEC REPORT NO.: 36 Page 1 of 3

Coring Performed by:

TECHNICIAN: J. Pitts, NICET II, ACI-I

REMARKS: In response to Project Specifications Section 02711, 3.07, B., Aviles Engineering Corporation (AEC) cut a total of three (3) cores from the in-place Hot Mix **Asphalt Base Course** and surface course after completion of laydown of the surface course to determine the in-place density and thickness of each layer. The core locations can be found on Page 3 of this report and results of the testing performed on the Asphalt Base Course are reported on the Page 2 of this report.

Compacted In-Place Density

Project specifications requires that the compacted density of the Hot Mix Asphalt Base Course meet City of Houston Specification Section 02711, 3.05, E. which requires, "Compact base course to a minimum of density of 91% (TxDOT Tex-227-F)". ***The results indicate that the density of all three (3) cores tested would not meet project density specifications.*** Specification Section 02711, 3.08, B. states "Remove and replace areas of asphalt base found deficient in density."

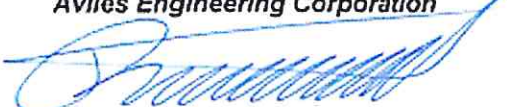
Compacted In-Place Thickness

Thickness of the base course was determined by measuring thickness at four locations on the core. The results of the base course thickness tests are recorded on the following page. ***The results of the thickness testing on the cores indicate that the thickness of the asphalt base would not meet the minimum thickness requirement.*** Project Specification Section 02711, 3.08, B. states "Remove and replace areas of asphalt base found deficient in thickness by more than 10 percent. The plan (Sheet 7, Detail 6) thickness requirement was 4.0" for the base course, therefore the minimum acceptable thickness would be 3.6".

If there are any questions concerning this report or if we can provide any additional information, please contact us at your convenience.

COMMENTS: COH Specification 02711

Distribution: Richard Butler, Ricky Gonzalez, Victor Rendon; LAN
 Ben Reyes & Rosalie Brockman; Corner Rock Construction

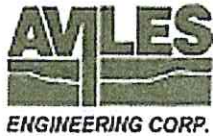
Respectfully submitted,
Aviles Engineering Corporation

 Ronald E. Ortwerth, P.E.
 Senior Vice President

PROJECT NO.: 170-16
 REPORT NO.: 36
 DATE: 02/03/17
 PAGE: 2 of 3

**In-Place Density - Core Test Results
 from Asphalt Base Course Laydown on
 January 27, 2017**

Core Location	Core No.	Total Thickness of Asph Conc, (Type A & D), inches	Thickness of Core Tested (Type A), inches	Avg. Theor. Specific Gravity, TxDOT Test Method Tex-227-F	Core Bulk Specific Gravity, TxDOT Test Method Tex-207-F	Core Bulk Density, pcf	Density, % of Theor. Max. Spec. Gravity
Location No. 1 on Attached Drawing	1	4.46	2.84 **	2.486	2.245	140.1	90.3 *
Location No. 1 on Attached Drawing	2	4.37	2.81 **	2.486	2.215	138.2	89.1 *
Location No. 1 on Attached Drawing	3	3.98	2.54 **	2.486	2.251	140.4	90.5 *
Project Plan (Sheet 7, Detail 6) Thickness), in.:			4"	Project Specifications:			91.0
Minimum Acceptable Base Thickness:, in.:			3.6" Min.				Minimum

* Density of Core Does Not Meet Project Specifications.
 ** Does Not Meet Minimum Acceptable Thickness
 The absorption was over 2% on Core Nos. 1,2 and 3.



REPORT OF IN-PLACE DENSITY TESTING OF ASPHALTIC CONCRETE PAVEMENT

PROJECT: Memorial City Redevelopment Authority TIRZ No. T-1717 Four Points By Sheraton Parking Lot Extension	DATE: 2/3/17
	AEC PROJECT NO.: 170-16
CLIENT: Lockwood, Andrews & Newman, Inc.	AEC REPORT NO.: 37 Page 1 of 2

Coring Performed by:

TECHNICIAN: J. Pitts, NICET II, ACH

REMARKS: In response to Project Specifications Section 02741, 3.06, B, Aviles Engineering Corporation (AEC) cut a total of three (3) cores from the in-place Hot Mix Asphalt Base Course and Surface Course after completion of laydown of the surface course to determine the in-place density and thickness of each layer. The core locations can be found attached to AEC Report No. 36 and results of the testing performed on the Asphalt Surface Course are reported on the Page 2 of this report.

Compacted In-Place Density

Project specifications require the density of surface course of asphaltic concrete pavement meet City of Houston Specification Section 02741, 3.04, F, which requires that surface course be compacted to a minimum density of 91% of a voidless mixture (02741, 3.06, C. - theoretical specific gravity as determined by TxDOT Test Method Tex-227-F). **The results indicate the average density of the three (3) surface course cores tested would not meet project minimum average density specifications.** Specification Section 02741, 3.07, B, states "Remove and replace areas of asphalt surface found deficient in average density."

Compacted In-Place Thickness

Thickness of the surface course was determined by measuring thickness at four locations on the core. The results of the surface course thickness are recorded on the following page. **The results of the thickness testing on the three cores indicate that the asphalt surface would not meet the minimum thickness specification.** Project Specification Section 02741, 3.07, B, states "Remove and replace areas of asphalt surface found deficient in thickness by more than 10 percent". The plan (Sheet 7, Detail 6) thickness requirement was 2.0" for the surface course, therefore the minimum acceptable thickness would be 1.8".

If there are any questions concerning this report or if we can provide any additional information, please contact us at your convenience.

COMMENTS: COH Specification 02741

Respectfully submitted,
 Aviles Engineering Corporation

Ronald E. Ortwerth, P.E.
 Senior Vice President

Distribution: Richard Butler, Ricky Gonzalez, Victor Rendon; LAN
 Ben Reyes & Rosalie Brockman; Corner Rock Construction

PROJECT NO.: 170-16
 REPORT NO.: 36
 DATE: 02/03/17
 PAGE: 2 of 3

**In-Place Density - Core Test Results
 from Asphalt Base Course Laydown on
 January 27, 2017**

Core Location	Core No.	Total Thickness of Asph Conc. (Type A & D), inches	Thickness of Core Tested (Type A), inches	Avg. Theor. Specific Gravity, TxDOT Test Method Tex-227-F	Core Bulk Specific Gravity, TxDOT Test Method Tex-207-F	Core Bulk Density, pcf	Density, % of Theor. Max. Spec. Gravity
Location No. 1 on Attached Drawing	1	4.46	2.84 **	2.486	2.245	140.1	90.3 *
Location No. 1 on Attached Drawing	2	4.37	2.81 **	2.486	2.215	138.2	89.1 *
Location No. 1 on Attached Drawing	3	3.98	2.54 **	2.486	2.251	140.4	90.5 *
Project Plan (Sheet 7, Detail 6) Thickness, in.:			4"	Project Specifications:			91.0
							Minimum
Minimum Acceptable Base Thickness, in.:			3.6" Min.				

* Density of Core Does Not Meet Project Specifications

** Does Not Meet Minimum Acceptable Thickness

The absorption was over 2% on Core Nos. 1, 2 and 3.



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

A LEO A DALY COMPANY

February 10, 2017

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes Hill Calderon, LLP
PO Box 22167
Houston, Texas 77227-2167

Reference: Four Points by Sheraton
LAN Project No.: 120-11792-003
WBS No. N-T17000-0017-3
Corner Rock Construction, LLC Pay Est. No. 4

Dear Mr. Bean:

Corner Rock Construction, LLC has submitted estimate No. 4 in the amount of \$76,778.71 for work performed during the month of December, 2016

Based on our review, Corner Rock Construction, LLC has complied with all requirements stated in the estimate and we recommend payment of **\$76,778.71**.

The following billing information is to be used for payment:

Corner Rock Construction, LLC
2322 Eaglerock Dr.
Houston, TX 77080

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

Sincerely,



Muhammad Ali, P.E.
Project Manager

MA:rlb

Enclosures: Pay Est. No. 4



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 4
 Cut Off Date : 01/31/17
 Estimate Date : 02/10/17

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

Project Name : Four Points by Sheraton Parking Lot Extension
 Contractor Name : Corner Rock Construction, LLC
 Address : 2322 Eaglerock Dr.
 Houston, TX 77080

WBS No. : N-T17000-0017-3

Contract Date : 10/3/2016
 Start Date : 10/10/2016
 Current Contract Completion Date : 1/18/2017
 Substantial Completion Date : 2/1/2017
 Percentage By Time : 100.00% In Place : 70.40%
 Date Insurance Exp. : Drug Policy Due Date: N/A Current M/SBE : 0.0/0.0% Schedule Update Received : 10/27/2016

CONTRACT TIME IN CALENDAR DAYS
 Original Contract Time : 100
 Approved Extensions : 14
 Total Contract Time : 114
 Days Used to Date : 114
 Days Remaining to Date : 0

CONTRACT AMOUNT TO DATE :

- Original Contract Amount \$260,736.35
- Approved Change Orders

No	Date	Ext. Days	Amount
1	02/09/2017	14	\$12,329.96

Total Approved Extensions 14 Total Change Orders to Date \$12,329.96

- Approved Work Change Directives

No	Date	Ext. Days	Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs) \$273,066.31

A. EARNINGS TO DATE

- Work Completed to Date 73.73% Complete \$192,246.61
- Material Stored on Site \$ 0.00
- Material Stored in Place \$ 0.00
- Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00
- Work Change Directives - In Place \$0.00

TOTAL EARNINGS TO DATE \$273,066.31

B. DEDUCTIONS

- Retainage 5% Of \$273,066.31 \$13,653.32
- Retainage Release 0% Of \$273,066.31 \$0.00
- Total Retainage \$13,653.32
- Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
- Assessments \$0.00
- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$13,653.32

C. AMOUNT DUE THIS PERIOD

- Total Earnings to Date \$273,066.31
- Total Deductions \$13,653.32
- Total Payments Due \$259,412.99
- Less Previous Payments \$182,634.28
- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$76,778.71

BALANCE REMAINING

Prepared By

Richard L Butler

Reviewed By

Muhammad Ali, P.E.

2/17/17
Date

Approved By:

Scott Bean, TIRZ17 Executive Director

2/21/17
Date

Four Points by Sheraton Parking Lot Extension
 Project No: WBS No. N-T17000-0017-3
 10655 Katy Freeway
 Houston, TX 77024

Owner:
 Memorial City Redevelopment Authority TIRZ17
 c/o LAN 2825 Briar Park Dr.
 Houston, TX 77042

Contractor:
 Corner Rock Construction, LLC
 2322 Eaglerock Dr.
 Houston, TX 77080

PAY APPLICATION #:

DATE:
 02/08/17
 PERIOD THRU:
 02/08/17

Base Bid	Description of Work	Unit of Measure	Estimate Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Completed	Remaining Units to Install	Dollar Amt Remaining
1	Mobilization	LS	1.00	\$20,775.00	\$20,775.00	0.50	0.50	1.00	\$10,387.50	\$20,775.00	100%	0.00	\$0.00
2	Traffic Control and Regulations	LS	1.00	\$1,000.00	\$1,000.00	1.00	0.00	1.00	\$0.00	\$1,000.00	100%	0.00	\$0.00
3	Tree Plant and Protection	LS	1.00	\$5,000.00	\$5,000.00	1.00	0.00	1.00	\$0.00	\$5,000.00	100%	0.00	\$0.00
4	Inlet Protection	EA	5.00	\$120.00	\$600.00	5.00	0.00	5.00	\$0.00	\$600.00	100%	0.00	\$0.00
5	Filter Fabric Fence	LF	190.00	\$7.90	\$1,501.00	190.00	0.00	190.00	\$0.00	\$1,501.00	100%	0.00	\$0.00
6	Clearing and Grubbing	AC	0.21	\$53,357.14	\$11,205.00	0.21	0.00	0.21	\$0.00	\$11,205.00	100%	0.00	\$0.00
7	Demolition	LS	1.00	\$32,095.00	\$32,095.00	1.00	0.00	1.00	\$0.00	\$32,095.00	100%	0.00	\$0.00
8	Site Restoration including Landscaping	EA	1.00	\$14,920.00	\$14,920.00	0.14	0.86	1.00	\$12,831.20	\$14,920.00	100%	0.00	\$0.00
9	Type C Manhole Complete in Place	EA	1.00	\$24,900.00	\$24,900.00	1.00	0.00	1.00	\$0.00	\$24,900.00	100%	0.00	\$0.00
10	12 in HDPE Storm Sewer Pipe, Complete in Place	LF	168.00	\$84.82	\$14,249.76	168.00	0.00	168.00	\$0.00	\$14,249.76	100%	0.00	\$0.00
11	Type A Inlets, Complete in Place	EA	3.00	\$4,413.33	\$13,239.99	3.00	0.00	3.00	\$0.00	\$13,239.99	100%	0.00	\$0.00
12	8 in Lime Stabilized Subgrade	SY	1,065.00	\$35.19	\$37,477.35	1,065.00	0.00	1,065.00	\$0.00	\$37,477.35	100%	0.00	\$0.00
13	4 in Hot Mix Asphalt Base Course, Complete in Place	SY	833.00	\$32.46	\$27,039.18	833.00	0.00	833.00	\$27,039.18	\$27,039.18	100%	0.00	\$0.00
14	2 in Asphalt Concrete Pavement, Complete in Place	SY	833.00	\$20.85	\$17,368.05	833.00	0.00	833.00	\$17,368.05	\$17,368.05	100%	0.00	\$0.00
15	6 in Monolithic Concrete Curb and Gutter	LF	543.00	\$23.90	\$12,977.70	543.00	0.00	543.00	\$0.00	\$12,977.70	100%	0.00	\$0.00
16	Pavement	SY	98.00	\$45.19	\$4,428.62	30.00	68.00	98.00	\$3,072.92	\$4,428.62	100%	0.00	\$0.00
17	Milling Asphalt Pavement	SY	15.00	\$82.80	\$1,242.00	0.00	15.00	15.00	\$1,242.00	\$1,242.00	100%	0.00	\$0.00
18	Thermoplastic Pavement Markings	LS	1.00	\$2,700.00	\$2,700.00	0.00	1.00	1.00	\$2,700.00	\$2,700.00	100%	0.00	\$0.00
19	Wrought Iron Gate	LF	185.00	\$39.04	\$7,222.40	0.00	185.00	185.00	\$7,222.40	\$7,222.40	100%	0.00	\$0.00
20	Wrought Iron Gate	EA	1.00	\$877.50	\$877.50	0.00	1.00	1.00	\$877.50	\$877.50	100%	0.00	\$0.00
21	Pole Mounted Site Light Fixture	EA	1.00	\$2,800.00	\$2,800.00	1.00	0.00	1.00	\$0.00	\$2,800.00	100%	0.00	\$0.00
22	Concrete Foundation for Site Lighting Fixture	EA	1.00	\$3,003.20	\$3,003.20	1.00	0.00	1.00	\$0.00	\$3,003.20	100%	0.00	\$0.00
23	50A MCB Panelboard	EA	1.00	\$1,125.00	\$1,125.00	1.00	0.00	1.00	\$0.00	\$1,125.00	100%	0.00	\$0.00
24	1" Sched 40 PVC UG Conduit in Trench	LF	175.00	\$10.00	\$1,750.00	175.00	0.00	175.00	\$0.00	\$1,750.00	100%	0.00	\$0.00
25	3/4" EMT Conduit	LF	50.00	\$4.50	\$225.00	50.00	0.00	50.00	\$0.00	\$225.00	100%	0.00	\$0.00
26	#10 AWG Copper Conductors	LF	615.00	\$1.32	\$811.80	615.00	0.00	615.00	\$0.00	\$811.80	100%	0.00	\$0.00
27	#12 AWG Copper Conductors	LF	120.00	\$1.69	\$202.80	120.00	0.00	120.00	\$0.00	\$202.80	100%	0.00	\$0.00
	Total Original Contract				\$280,736.35								
28	Tree Removal and New Trees	EA	1.00	\$5,446.93	\$5,446.93	0.60	0.40	1.00	\$2,200.02	\$5,446.93	100%	0.00	\$0.00
29	Revise Storm Drain System	EA	1.00	\$5,433.22	\$5,433.22	1.00	0.00	1.00	\$0.00	\$5,433.22	100%	0.00	\$0.00
30	Str MH Risers	EA	1.00	\$2,978.78	\$2,978.78	1.00	0.00	1.00	\$0.00	\$2,978.78	100%	0.00	\$0.00
31	12-inch Wire Line Exploratory	EA	1.00	\$2,592.10	\$2,592.10	1.00	0.00	1.00	\$0.00	\$2,592.10	100%	0.00	\$0.00
32	Net Change in Stabilization	EA	1.00	\$4,182.23	\$4,182.23	0.00	1.00	1.00	\$4,182.23	\$4,182.23	100%	0.00	\$0.00
33	Wood Fence	EA	1.00	\$7,257.80	\$7,257.80	0.00	1.00	1.00	\$7,257.80	\$7,257.80	100%	0.00	\$0.00
34	Remove Wrought Iron Fence	LF	-185.00	\$39.04	-\$7,222.40	0.00	-185.00	-185.00	-\$7,222.40	-\$7,222.40	100%	0.00	\$0.00
35	Remove Wrought Iron Fence and Gate	EA	-1.00	\$877.50	-\$877.50	0.00	-1.00	-1.00	-\$877.50	-\$877.50	100%	0.00	\$0.00
36	Electrical Repair	EA	1.00	\$341.00	\$341.00	0.00	1.00	1.00	\$341.00	\$341.00	100%	0.00	\$0.00
37	4 in Hot Mix Asphalt Base Course Adjustment	SY	-132.00	\$32.46	-\$4,284.72	0.00	-132.00	-132.00	-\$4,284.72	-\$4,284.72	100%	0.00	\$0.00
38	2 in Asphalt Concrete Pavement Adjustment	SY	-56.00	\$20.85	-\$1,167.60	0.00	-56.00	-56.00	-\$1,167.60	-\$1,167.60	100%	0.00	\$0.00
39	Remove and Replace Existing Asphalt Concrete Pavement	SY	-52.00	\$45.19	-\$2,349.88	0.00	-52.00	-52.00	-\$2,349.88	-\$2,349.88	100%	0.00	\$0.00
	Total of Changes				\$12,329.96				\$12,329.96		100%		
	CONTRACT TOTALS				\$273,066.31				\$80,819.70	\$273,066.31			\$0.00

Conditional Waiver and Release on Progress Payment
(Pursuant to Texas Property Code §53.284(b))

Project: Four Points by Sheraton Parking Lot Extension

WBS No: N-T17000-0017-3

On receipt by the signer of this document of a check from Memorial City Redevelopment Authority (person with whom signer contracted) in the sum of \$ 76,778.71 payable to Corner Rock Construction LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Four Points by Sheraton (owner) located at 10655 Katy Freeway Houston, TX 77024 (location) to the following extent: Parking lot Extension – including but not limited to Demolition, Clearing & Grubbing, Lime Stabilization, Asphalt base & pavement, Electrical, Fencing, Painting, and Landscaping (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Memorial City Redevelopment Authority person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 2-9-2017

Corner Rock Construction LLC (Company Name)

By [Signature] (Signature)

President (Title)

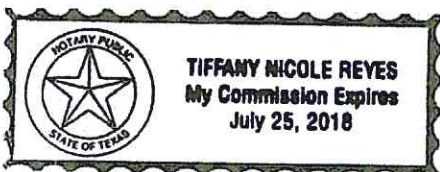
STATE OF Texas §

COUNTY OF Harris §

This instrument was ACKNOWLEDGED before me by Rosalie O Brockman (signer's name), as President (title) of Corner Rock Construction LLC (company) known to me to be the person whose name is subscribed to the foregoing instrument, who after being duly sworn acknowledged to me that the same was the act of Corner Rock Construction LLC (company) and that he/she executed same as an act of such company for the purposes and consideration stated therein.

Given under my hand and seal of office, this the 9 day of February, 20 17.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



Document 00642

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

The undersigned, Rosalie O Brockman, states that she is the President,
Affiant Title
of Corner Rock Construction LLC

Contractor

and that she is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. N-T17000-0017-3 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

Rosalie O Brockman

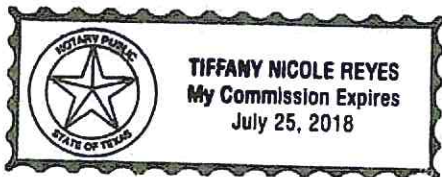
Affiant's Signature

SWORN AND SUBSCRIBED before me on 2-8-2017
Date

Tiffany Nicole Reyes
Notary Public in and for the State of TEXAS

Rosalie O Brockman Tiffany Nicole Reyes
Print or type name

My Commission Expires: July 25, 2018
Expiration Date



END OF DOCUMENT



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

A LEO A DALY COMPANY

February 17, 2017

Scott Bean
Memorial City Redevelopment Authority
c/o Hawes Hill Calderon, LLP
PO Box 22167
Houston, Texas 77227-2167

Reference: Four Points by Sheraton
LAN Project No.: 120-11792-003
WBS No. N-T17000-0017-3
Corner Rock Construction, LLC Pay Est. No. 5 FINAL

Dear Mr. Bean:

Corner Rock Construction, LLC has submitted estimate No. 5 in the amount of \$13,653.32 for the release of retainage

Based on our review, Corner Rock Construction, LLC has complied with all requirements stated in the estimate and we recommend payment of **\$13,653.32**.

The following billing information is to be used for payment:

Corner Rock Construction, LLC
2322 Eaglerock Dr.
Houston, TX 77080

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

Sincerely,


Muhammad Ali, P.E.
Project Manager

MA:rlb

Enclosures: Pay Est. No. 5 FINAL



MEMORIAL CITY REDEVELOPMENT AUTHORITY
Tax Increment Reinvestment Zone No. 17

Estimate No. : 5 FINAL
 Cut Off Date : 02/15/17
 Estimate Date : 02/17/17

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

Project Name : Four Points by Sheraton Parking Lot Extension
 Contractor Name : Corner Rock Construction, LLC
 Address : 2322 Eaglerock Dr.
 Houston, TX 77080

WBS No. : N-T17000-0017-3

Contract Date : 10/3/2016
 Start Date : 10/10/2016
 Current Contract Completion Date : 1/18/2017
 Substantial Completion Date : 2/1/2017
 Percentage By Time : 100.00% In Place : 70.40%
 Date Insurance Exp. : Drug Policy Due Date: N/A Current M/SBE : 0.0/0.0% Schedule Update Received : 10/27/2016

CONTRACT TIME IN CALENDAR DAYS
 Original Contract Time : 100
 Approved Extensions : 14
 Total Contract Time : 114
 Days Used to Date : 114
 Days Remaining to Date : 0

CONTRACT AMOUNT TO DATE :

- 1. Original Contract Amount \$260,736.35
- 2. Approved Change Orders

No	Date	Ext.Days	Amount
1	02/09/2017	14	\$12,329.96

Total Approved Extensions 14 Total Change Orders to Date \$12,329.96

3. Approved Work Change Directives

No	Date	Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs) \$273,066.31

A. EARNINGS TO DATE

- 1. Work Completed to Date 73.73% Complete \$192,246.61
 - 2. Material Stored on Site \$ 0.00
 - 3. Material Stored in Place \$ 0.00
 - 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85%
 - 5. Work Change Directives - In Place \$0.00
- TOTAL EARNINGS TO DATE \$273,066.31**

B. DEDUCTIONS

- 1. Retainage 5% Of \$273,066.31 \$13,653.32
 - 2. Retainage Release 0% Of \$273,066.31 \$0.00
 - 3. Total Retainage \$13,653.32
 - 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00
 - 5. Assessments \$0.00
 - 6. Inspector Overtime Costs \$0.00
- TOTAL DEDUCTIONS \$0.00**

C. AMOUNT DUE THIS PERIOD

- 1. Total Earnings to Date \$273,066.31
 - 2. Total Deductions \$0.00
 - 3. Total Payments Due \$273,066.31
 - 4. Less Previous Payments \$259,412.99
 - 5. Restoration Adjustment \$0.00
- TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$13,653.32**

BALANCE REMAINING

Prepared By

Richard L. Butler

Reviewed By

Muhammad Ali, P.E. 2/17/17
 Date

Approved By:

Scott Bean, TIRZ17 Executive Director 2/20/17
 Date

Four Points by Sheraton Parking Lot Extension
 Project No: WBS No. N-T17000-0017-3
 10855 Katy Freeway
 Houston, TX 77024

Owner:
 Memorial City Redevelopment Authority TIRZ17
 c/o LAN 2825 Briar Park Dr.
 Houston, TX 77042

Contractor:
 Corner Rock Construction, LLC
 2322 Eaglerock Dr.
 Houston, TX 77080

PAY APPLICATION #:

DATE:

PERIOD THRU:

5

02/15/17

02/15/17

Base Bid	Description of Work	Unit of Measure	Estimate Quantity	Unit Price	Contract Amount	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date	% Completed	Remaining Units to Install	Dollar Amt Remaining
1	Mobilization	LS	1.00	\$20,775.00	\$20,775.00	1.00	0.00	1.00	\$0.00	\$20,775.00	100%	0.00	\$0.00
2	Traffic Control and Regulations	LS	1.00	\$1,000.00	\$1,000.00	1.00	0.00	1.00	\$0.00	\$1,000.00	100%	0.00	\$0.00
3	Tree Plant and Protection	LS	1.00	\$5,000.00	\$5,000.00	1.00	0.00	1.00	\$0.00	\$5,000.00	100%	0.00	\$0.00
4	Inlet Protection	EA	5.00	\$120.00	\$600.00	5.00	0.00	5.00	\$0.00	\$600.00	100%	0.00	\$0.00
5	Filter Fabric Fence	LF	190.00	\$7.90	\$1,501.00	190.00	0.00	190.00	\$0.00	\$1,501.00	100%	0.00	\$0.00
6	Cleaning and Grubbing	AC	0.21	\$53,357.14	\$11,205.00	0.21	0.00	0.21	\$0.00	\$11,205.00	100%	0.00	\$0.00
7	Demolition	LS	1.00	\$32,095.00	\$32,095.00	1.00	0.00	1.00	\$0.00	\$32,095.00	100%	0.00	\$0.00
8	Site Restoration including Landscaping	LS	1.00	\$14,920.00	\$14,920.00	1.00	0.00	1.00	\$0.00	\$14,920.00	100%	0.00	\$0.00
9	Type C Manhole Complete in Place	EA	1.00	\$24,900.00	\$24,900.00	1.00	0.00	1.00	\$0.00	\$24,900.00	100%	0.00	\$0.00
10	12 in HDPE Storm Sewer Pipe, Complete in Place	LF	168.00	\$84.82	\$14,249.76	168.00	0.00	168.00	\$0.00	\$14,249.76	100%	0.00	\$0.00
11	Type A Inlets, Complete in Place	EA	3.00	\$4,413.33	\$13,239.99	3.00	0.00	3.00	\$0.00	\$13,239.99	100%	0.00	\$0.00
12	8 in Lime Stabilized Subgrade	SY	1,065.00	\$35.19	\$37,477.35	1,065.00	0.00	1,065.00	\$0.00	\$37,477.35	100%	0.00	\$0.00
13	4 in Hot Mix Asphalt Base Course, Complete in Place	SY	833.00	\$32.46	\$27,039.18	833.00	0.00	833.00	\$0.00	\$27,039.18	100%	0.00	\$0.00
14	2 in Asphalt Concrete Pavement, Complete in Place	SY	833.00	\$20.85	\$17,368.05	833.00	0.00	833.00	\$0.00	\$17,368.05	100%	0.00	\$0.00
15	6 in Monolithic Concrete Curb and Gutter Remove and Replace Existing Asphalt Concrete	LF	543.00	\$23.90	\$12,977.70	543.00	0.00	543.00	\$0.00	\$12,977.70	100%	0.00	\$0.00
16	Pavement	SY	98.00	\$45.19	\$4,428.62	98.00	0.00	98.00	\$0.00	\$4,428.62	100%	0.00	\$0.00
17	Milling Asphalt Pavement	SY	15.00	\$82.80	\$1,242.00	15.00	0.00	15.00	\$0.00	\$1,242.00	100%	0.00	\$0.00
18	Thermoplastic Pavement Markings	LS	1.00	\$2,700.00	\$2,700.00	1.00	0.00	1.00	\$0.00	\$2,700.00	100%	0.00	\$0.00
19	Wrought Iron Fence	LF	185.00	\$38.04	\$7,027.40	185.00	0.00	185.00	\$0.00	\$7,027.40	100%	0.00	\$0.00
20	Wrought Iron Gate	EA	1.00	\$877.50	\$877.50	1.00	0.00	1.00	\$0.00	\$877.50	100%	0.00	\$0.00
21	Pole Mounted Site Light Fixture	EA	1.00	\$2,800.00	\$2,800.00	1.00	0.00	1.00	\$0.00	\$2,800.00	100%	0.00	\$0.00
22	Concrete Foundation for Site Lighting Fixture	EA	1.00	\$3,003.20	\$3,003.20	1.00	0.00	1.00	\$0.00	\$3,003.20	100%	0.00	\$0.00
23	50A MCB Panelboard	EA	1.00	\$1,125.00	\$1,125.00	1.00	0.00	1.00	\$0.00	\$1,125.00	100%	0.00	\$0.00
24	1" Sched 40 PVC UG Conduit in Trench	LF	175.00	\$10.00	\$1,750.00	175.00	0.00	175.00	\$0.00	\$1,750.00	100%	0.00	\$0.00
25	3/4" EMT Conduit	LF	50.00	\$4.50	\$225.00	50.00	0.00	50.00	\$0.00	\$225.00	100%	0.00	\$0.00
26	#10 AWG Copper Conductors	LF	615.00	\$1.32	\$811.80	615.00	0.00	615.00	\$0.00	\$811.80	100%	0.00	\$0.00
27	#12 AWG Copper Conductors	LF	120.00	\$1.69	\$202.80	120.00	0.00	120.00	\$0.00	\$202.80	100%	0.00	\$0.00
	Total Original Contract				\$260,736.35						0%		
	Change Order #1												
28	Tree Removal and New Trees	EA	1.00	\$5,446.93	\$5,446.93	1.00	0.00	1.00	\$0.00	\$5,446.93	100%	0.00	\$0.00
29	Reverse Storm Drain System	EA	1.00	\$5,433.22	\$5,433.22	1.00	0.00	1.00	\$0.00	\$5,433.22	100%	0.00	\$0.00
30	Sim MH Risers	EA	1.00	\$2,978.78	\$2,978.78	1.00	0.00	1.00	\$0.00	\$2,978.78	100%	0.00	\$0.00
31	12-inch Wtr Line Exploratory	EA	1.00	\$2,592.10	\$2,592.10	1.00	0.00	1.00	\$0.00	\$2,592.10	100%	0.00	\$0.00
32	Net Change in Stabilization	EA	1.00	\$4,182.23	\$4,182.23	1.00	0.00	1.00	\$0.00	\$4,182.23	100%	0.00	\$0.00
33	Wood Fence	EA	1.00	\$7,257.80	\$7,257.80	1.00	0.00	1.00	\$0.00	\$7,257.80	100%	0.00	\$0.00
34	Remove Wrought Iron Fence	LF	-185.00	\$39.04	-\$7,222.40	-185.00	0.00	-185.00	\$0.00	-\$7,222.40	100%	0.00	\$0.00
35	Remove Wrought Iron Fence and Gate	EA	-1.00	\$877.50	-\$877.50	-1.00	0.00	-1.00	\$0.00	-\$877.50	100%	0.00	\$0.00
36	Electrical Repair	EA	1.00	\$341.00	\$341.00	1.00	0.00	1.00	\$0.00	\$341.00	100%	0.00	\$0.00
37	4 in Hot Mix Asphalt Base Course Adjustment	SY	-132.00	\$32.46	-\$4,284.72	-132.00	0.00	-132.00	\$0.00	-\$4,284.72	100%	0.00	\$0.00
38	2 in Asphalt Concrete Pavement Adjustment	SY	-56.00	\$20.85	-\$1,167.60	-56.00	0.00	-56.00	\$0.00	-\$1,167.60	100%	0.00	\$0.00
39	Remove and Replace Existing Asphalt Concrete Pavement	SY	-52.00	\$45.19	-\$2,349.88	-52.00	0.00	-52.00	\$0.00	-\$2,349.88	100%	0.00	\$0.00
	Total CO#1				\$12,328.96					\$12,328.96	100%		
	CONTRACT TOTALS				\$273,066.31				\$0.00	\$273,066.31			\$0.00

Document 00642

**CERTIFICATION OF PAYMENT
TO SUBCONTRACTORS AND SUPPLIERS**

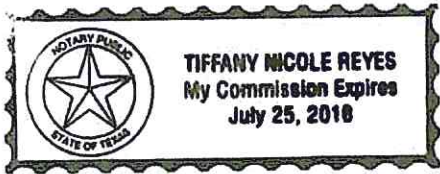
The undersigned, Rosalie O Brockman, states that she is the President
Affiant Title
of Corner Rock Construction LLC
Contractor

and that she is duly authorized to execute this Certification of Payment to Subcontractors and Suppliers; that Contractor has made payments to Subcontractors and Suppliers for all labor, materials, equipment, and services furnished to date for Work on Project No. N-T17000-0017-3 in the amounts for which Contractor has been paid; that the labor, materials, equipment, and services covered by this Certificate of Payment have been furnished in accordance with and all in compliance with the Contract Documents; that no sums have been withheld by Contractor for Subcontractors and Suppliers as a result of any allegations of deficiencies in the Work; and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Handwritten Signature]

Affiant's Signature

SWORN AND SUBSCRIBED before me on 2-16-2017
Date



[Handwritten Signature]
Notary Public in and for the State of TEXAS

Rosalie O Brockman *[Handwritten Signature]*
Print or type name

My Commission Expires: July 25, 2018
Expiration Date

END OF DOCUMENT

Conditional Waiver and Release on Final Payment
(Pursuant to Texas Property Code §53.284(d))

Project: Four Points by Sheraton Parking Lot Extension

Job No: N-T17000-0017-3

On receipt by the signer of this document of a check from Memorial City Redevelopment Authority (person with whom signer contracted) in the sum of \$ 13,653.32 payable to Corner Rock Construction LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Four Points by Sheraton (owner) located at 10655 Katy Freeway Houston TX 77024 (location) to the following extent: Parking lot Extension – including but not limited to Demolition, Clearing & Grubbing, Lime Stabilization, Asphalt base & pavement, Electrical, Fencing, Painting, and Landscaping (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Memorial City Redevelopment Authority (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 2-16-2017

Corner Rock Construction LLC (Company Name)

By [Signature] (Signature)

President (Title)

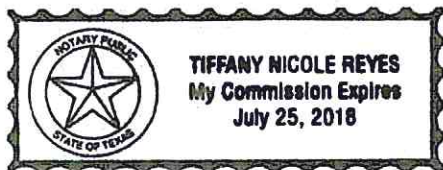
STATE OF Texas §

COUNTY OF Harris §

This instrument was ACKNOWLEDGED before me by Rosalie O Brockman (signer's name), as President (title) of Corner Rock Construction LLC (company) known to me to be the person whose name is subscribed to the foregoing instrument, who after being duly sworn acknowledged to me that the same was the act of Corner Rock Construction LLC (company) and that he/she executed same as an act of such company for the purposes and consideration stated therein.

Given under my hand and seal of office, this the 16 day of FEBRUARY, 2017.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS



Bond No. 106323633

**CONSENT OF SURETY
TO FINAL PAYMENT**

Conforms with the American Institute of
Architects, AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: Memorial City Redevelopment Authority
(Name and address) c/o Lockwood Anderw & Newman
Houston, TX

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
General Construction

PROJECT: Four Points by Sheraton Parking
(Name and address) Lot Extension

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
4650 Westway Park Blvd.
Houston, TX 77041-2036

, SURETY,

on bond of
(Insert name and address of Contractor)
Corner Rock Construction, LLC
2322 Eaglerock Dr
Houston, TX 77080

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to
(Insert name and address of Owner)

Memorial City Redevelopment Authority
c/o Lockwood Anderw & Newman
Houston, TX

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 15, 2017
(Insert in writing the month followed by the numeric date and year.)


Attest: Gloria Villa

The Hanover Insurance Company
(Surety)

(Signature of authorized representative)

Francine Hay, Attorney-in-Fact
(Printed name and title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230961

Certificate No. 006914123

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kurt A. Risk, Sue Kohler, Sharon Cavanaugh, Francine Hay, David R. Groppe, Sharen R. Groppe, Roxanne G. Brune, Beverly A. Ireland, and Gloria Villa

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

Document 00645

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Four Points by Sheraton Parking Lot Extension
CONTRACT No.: _____ PROJECT No.: _____

TO: Corner Rock Construction, LLC
Contractor and 2322 Eaglerock Dr.
Address for Written Notice Houston, TX 77080

- 1.01 DATE OF SUBSTANTIAL COMPLETION
The Work performed under the Contract was inspected on February 1, 2017, and found to be substantially complete. The Date of Substantial Completion of the Work is hereby established as February 1, 2017.
- 1.02 PUNCH LIST
A list of items to be completed or corrected, prepared by Contractor and verified by Project Manager, (the "Punch List") is attached hereto. Failure to include any items on such list does not alter the responsibility of Contractor to complete the Work in accordance with the Contract. Contractor shall complete or correct the Work on the Punch List attached hereto within 10 days from the above Date of Substantial Completion.
- 1.03 OCCUPANCY BY THE CITY
N/A
- 1.04 CONSENT OF SURETY
Contractor shall obtain consent of Surety for approval of reduction in, or release of retainage.
- 1.05 WARRANTY PERIOD
Warranties required by the Contract will commence on the above Date of Substantial Completion.
- 1.06 TRANSITION OF RESPONSIBILITIES
TIRZ17 and Contractor agree that security, maintenance, utilities, damage to the Work, and insurance, during the period prior to Final Acceptance, remain with the Contractor. Upon Final Acceptance by TIRZ17, responsibilities will transition to TIRZ17.
- 1.07 CONTRACTOR'S ACKNOWLEDGEMENT
Signature of Contractor, or its agent, acknowledges attached Punch List, referenced in Paragraph 1.02, and Transition of Responsibilities, referenced in Paragraph 1.06.

Rosalie Brockman
Contractor - Corner Rock Construction, LLC


Signature

2-2-2017
Date

Richard L Butler
Construction Manager - LAN


Signature


2-6-2017
Date

Victor Rendon
Inspector - LAN


Signature

2-6-2017
Date

Muhammad Ali
Project Manager - LAN


Signature

2-8-2017
Date

Scott Bean
TIRZ 17 Executive Director


Signature

2/21/17
Date

END OF DOCUMENT

Four Points By Sheraton Parking Lot Extension
Tax Increment Reinvestment Zone No. 17
T-1717
Houston, Texas

Substantial Completion Punchlist

1. Grassy areas appear to be lower than the installed monolithic curb. positive runoff/drainage to be maintain at all times.
2. Storm sewer type "A" inlet grate lid logo to correspond to the City of Houston grate inlet per plan sheet No. 7.
3. Repair chipped curbs and curb finish at several locations.
4. Site restore the disturbed areas and around the wood fence on the TXDOT/HC ROW, within Sheraton parking lot and around entrance to TXDOT/HC ROW.
5. Remove debris from inside of storm sewer inlets and manhole.
6. Replace broken luminaire.
7. Clean existing parking lot area where dust and mud exist due to the parking lot construction.
8. Adjust lighting pole metal cap at base.
9. Paint replaced concrete curb along the hotel driveway, approximately 11-feet north of manhole, with red "Fire Lane" paint.
10. Remove concrete, thermoplastic and asphalt debris behind curb throughout the entire parking lot.
11. Remove excess dirt around on the existing bushes in the southern side of parking lot.
12. Remove dead vines from existing utility poles.

Document 00641

CONTRACTOR'S CERTIFICATION OF FINAL COMPLETION

CERTIFICATE OF FINAL COMPLETION OF: Four Points by Sheraton Parking Lot Extension

Project No.: _____

Contract Dated: October 3, 2016

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Rosalie O Brockman who, being by me duly sworn, on his oath says that he or she represents Corner Rock Construction, LLC, the Contractor who has performed a contract with the City of Houston for the construction of the Work described above, and is duly authorized to make this affidavit; that he or she has personally examined the Work described above as required by the Contract documents; that said Work and all items thereof have been completed and all known defects made good; that all surplus material, refuse, dirt and rubbish have been cleaned up and removed or disposed of as directed by the City Engineer; that all parts of Work are in a neat, tidy, finished condition and ready in all respects for acceptance by the City; that all gravel or shell roadway surfaces removed during the course of the Work have been replaced in accordance with the Specifications, that rates of pay for all labor employed on said Work have not been below the minimum set out in "Labor Classification and Minimum Wage Scale" in the Contract documents and that within the knowledge of affiant all just bills for labor and material and for the rental or use of any equipment or apparatus, used in, on, or in connection with the Work have been paid in full by the Contractor.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on 2-17-2017
Date

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

Tiffany Nicole Reyes
Print or type name

My Commission Expires: July 25, 2018
Expiration Date



THIS IS TO CERTIFY that I have thoroughly inspected the Work performed by the above named Contractor on the above described Contract and find all things in accordance with the Contract documents governing this Work.

[Signature]
Victor Rendon - LAN Inspector

[Signature]
Muhammad Ali - LAN Project Manager

Approved: [Signature]
Scott Bean - TIRZ 17 Executive Director

END OF DOCUMENT

Document 00650

CERTIFICATE OF FINAL COMPLETION

PROJECT: Four Points by Sheraton Parking Lot Extension
CONTRACT No.: _____ PROJECT No.: N/A

TO: Corner Rock Construction, LLC
Contractor and 2322 Eaglerock Dr.
Address for Written Notice Houston, TX 77080

1.01 DATE OF FINAL COMPLETION

The Work performed under the Contract was inspected on February 15, 2017, and found to be complete. The date of final completion of the Work is hereby established as February 15, 2017.

1.02 PUNCH LIST

Contractor certified in Document 00641 – Contractor's Certification of Final Completion that all Punch List items indicated on Attachment 1 were completed or corrected. Failure to identify incomplete work items or requirements of the Contract prior to issuance of this Certificate does not alter the responsibility of Contractor to comply with all provisions of the Contract.

1.03 ACCEPTANCE OF THE WORK

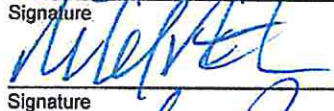
Based on inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract and we recommend acceptance of the Work by TIRZ 17.

Rosalie Brockman
Contractor – Corner Rock Construction, LLC


Signature

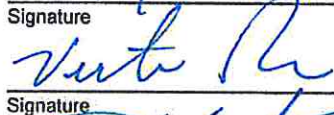
2-15-2017
Date

Richard L Butler
Construction Manager – LAN


Signature

2/12/17
Date

Victor Rendon
Inspector – LAN


Signature

2/17/17
Date

Muhammad Ali, P.E.
Project Manager – LAN


Signature

2/17/17
Date

Scott Bean
TIRZ 17 Executive Director


Signature

2/21/17
Date

END OF DOCUMENT

ATTACHMENT 1

Memorial City TIRZ 17

**FINAL COMPLETION INSPECTION
LIST OF INCOMPLETE OR INCORRECT WORK**

Project: Four Points by Sheraton Parking Lot Extension
Owner: MCRA TIRZ 17 **Council District:** _____ **Key Map:** _____
Contractor: Corner Rock Construction, LLC
WBS No.: N/A **File No.:** _____ **Contract No.:** _____

Item	Required Submittals
1	None.

Date Completed _____ **Listing of Incomplete or Incorrect Work** _____

All completed
by 6/3/16

See attached Substantial Completion Inspection Report for list of items.

Four Points By Sheraton Parking Lot Extension
Tax Increment Reinvestment Zone No. 17
T-1717
Houston, Texas

Substantial Completion Punchlist

1. Grassy areas appear to be lower than the installed monolithic curb. positive runoff/drainage to be maintain at all times.
2. Storm sewer type "A" inlet grate lid logo to correspond to the City of Houston grate inlet per plan sheet No. 7.
3. Repair chipped curbs and curb finish at several locations.
4. Site restore the disturbed areas and around the wood fence on the TXDOT/HC ROW, within Sheraton parking lot and around entrance to TXDOT/HC ROW.
5. Remove debris from inside of storm sewer inlets and manhole.
6. Replace broken luminaire.
7. Clean existing parking lot area where dust and mud exist due to the parking lot construction.
8. Adjust lighting pole metal cap at base.
9. Paint replaced concrete curb along the hotel driveway, approximately 11-feet north of manhole, with red "Fire Lane" paint.
10. Remove concrete, thermoplastic and asphalt debris behind curb throughout the entire parking lot.
11. Remove excess dirt around on the existing bushes in the southern side of parking lot.
12. Remove dead vines from existing utility poles.

Four Points Parking Lot
WBS No. N-T17000-0017-3

ONE-YEAR MAINTENANCE BOND

Document 00612

Bond No. 106323633

ONE-YEAR MAINTENANCE BOND

THAT WE, Corner Rock Construction LLC, as Principal, hereinafter called Contractor, and the other subscriber hereto, Travelers Casualty and Surety Company of America, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Memorial City Redevelopment Authority, a municipal corporation, in the sum of \$260,736.35, for the payment of which sum well and truly to be made to the Memorial City Redevelopment Authority and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the Memorial City Redevelopment Authority for Four Points by Sheraton Parking Lot Extension; WBS No. N-T17000-0017-3, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the Memorial City Redevelopment Authority, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Four Points Parking Lot
WBS No. N-T17000-0017-3


ONE-YEAR MAINTENANCE BOND

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

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


Corner Rock Construction LLC
Name of Contractor

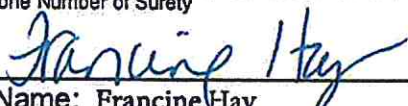
By: _____
Name:
Title:

By: 
Name: ROSALIE O BROCKMAN
Title: PRESIDENT
Date: 12-11-2015

ATTEST/SURETY WITNESS:
(SEAL)

Travelers Casualty and Surety Company of America
Full Name of Surety
4650 Westway Park Blvd.
Address of Surety for Notice
Houston, TX 77041

By: 
Name: Roxanne G. Hebert
Title: Senior Account Manager
Date: December 7, 2015

281-606-8417
Telephone Number of Surety
By: 
Name: Francine Hay
Title: Attorney-in-Fact
Date: December 7, 2015

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230155

Certificate No. 006596714

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kurt A. Risk, Sue Kohler, Sharon Cavanaugh, Misty D. Amaya, Francine Hay, David R. Groppe, Sharen R. Groppe, Roxanne G. Hebert, and Beverly A. Ireland

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of November 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of November 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2015.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3130
(267) 675-3102 Fax

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

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Four Points Parking Lot
WBS No. N-T17000-0017-3

ONE-YEAR SURFACE CORRECTION BOND

Bond No. 106404920

Document 00613

ONE-YEAR SURFACE CORRECTION BOND

THAT WE, Corner Rock Construction LLC, as Principal, hereinafter called Contractor, and the other subscriber hereto, Travelers Casualty and Surety Company of America, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the Memorial City Redevelopment Authority, a municipal corporation, in the sum of \$ 10,429.45 such sum being equal to four percent of the Original Contract Price, for the payment of which sum to be made to the Memorial City Redevelopment Authority and its successors, Contractor and Surety do bind themselves, their successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has entered into a Contract in writing with the Memorial City Redevelopment Authority, Texas, dated of even date herewith, for Four Points by Sheraton Parking Lot Extension; WBS No. N-T17000-0017-3 all of such work to be done in accordance with the Contract documents therein referred to, and adopted by the Memorial City Redevelopment Authority.

NOW THEREFORE, if the Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and repair, replace, restore, and correct surface work associated with backfill operations of subsurface work not in accordance with the Contract documents discovered within one year from the date that the One-year Maintenance Bond has expired, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.


00613-1
05-17-2005

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

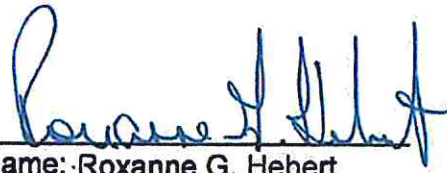
ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

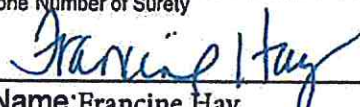
Corner Rock Construction LLC
Name of Contractor

By: 
Name: **ROBAUE O. BROCKMAN**
Title: **PRESIDENT**
Date: **12-11-2015**

ATTEST/SURETY WITNESS:
(SEAL)

By: 
Name: **Roxanne G. Hebert**
Title: **Senior Account Manager**
Date: **December 7, 2015**

Travelers Casualty and Surety Company of America
Full Name of Surety
4650 Westway Park Blvd.
Address of Surety for Notice
Houston, TX 77041

281-606-8417
Telephone Number of Surety
By: 
Name: **Francine Hay**
Title: **Attorney-in-Fact**
Date: **December 7, 2015**

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230155

Certificate No. 006596715

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kurt A. Risk, Sue Kohler, Sharon Cavanaugh, Misty D. Amaya, Francine Hay, David R. Groppell, Sharen R. Groppell, Roxanne G. Hebert, and Beverly A. Ireland

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of November 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 12th day of November 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of December, 2015.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3130
(267) 675-3102 Fax

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

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Appendix A

Scope of Services

TIRZ 17 - Regional Detention South of IH-10 Along Buffalo Bayou

The following scope of services summarizes the effort necessary to evaluate the effectiveness of newly identified regional detention sites along Buffalo Bayou to mitigate for drainage improvements within TIRZ 17 south of IH-10.

SCOPE OF SERVICES FOR:

I. BASIC ENGINEERING SERVICES – DETENTION EVALUATION

A. Project Management and Coordination Meetings

1. General Project Management
General project management will be ongoing through the period of the contract and include items such as participation in the development of a Project Management Plan, developing and updating the project schedule, preparing contract correspondence, transmitting deliverables, documenting the quality control process, and other project oversight activities.
2. Project Coordination Meetings
Attend two coordination meeting with TIRZ 17 and City representatives. Documentation of the meeting will be prepared summarizing the meeting discussion topics and action items

B. Hydrologic and Hydraulic Modeling

1. Update TIRZ 17 "Full Conveyance" Improvement 2D Model
The 2D model for the TIRZ 17 Regional Drainage Study (RDS) Update completed in 2014 will be updated to eliminate the north-to-south hydraulic connection beneath IH-10 located west of Gessner Road. This connection was evaluated as part of the RDS Update to provide additional relief for the area north of IH-10 in the proximity of Gessner. Planned improvements identified after the completion of the 2014 RDS update such as the Mathewson Detention Basin limit the need for the relief connection. This effort will include modeling updates for the 100-year events. Conveyance improvements along Gessner Road will be resized to account for the decrease in flow from the removed north/south connection beneath IH-10. Eliminating the relief connection is expected to reduce the proposed discharge into Buffalo Bayou, thereby reducing the required mitigation detention on Buffalo Bayou.
2. Proposed Mitigation Basin Effectiveness Evaluation
To evaluate the effectiveness of regional detention improvements on Buffalo Bayou requires the analysis to be performed based using the FEMA effective HEC-HMS (Hydrology) and HEC-RAS (Hydraulics) models for Buffalo Bayou. The TIRZ 17 RDS detailed 2D model results will effectively be translated for use in the FEMA effective HEC models. Combined discharge hydrographs into Buffalo Bayou from the 2D model will be developed for the existing and proposed conditions. The change in hydrograph timing and shape will be quantified and used to guide the development of a proposed conditions HEC-HMS model. Existing and proposed

conditions HEC-HMS models will be developed that simulate the post improvement TIRZ 17 south of IH-10 “full conveyance” solution. This effort will be performed for the 10- and 100-year events. This effort will build upon the previously completed work by Walter P. Moore and will utilize their previously developed models.

The proposed basins will be modeled as offline basins designed to maximize the benefit during the WSEL peak for the 100-year event. The analysis will determine the basins ability to mitigate for the impacts identified in task B-5 above. Three to four basins control structure variations are expected to be modeled to maximize the benefit of each basin for the 100-year event. One specific improvement scenario will be evaluated. This improvement scenario is to include detention at both Lakeside Country and Old Farm and will not evaluate detention individually or in a phased manner. This does not include stage volume and discharge routing or iterations between HEC-HMS and HEC-RAS.

3. Quality Assurance/ Quality Control
An independent review of the analysis approach and the individual specific analysis simulations will be performed by a qualified independent reviewer. This effort is in accordance with LAN's standard QA/QC procedures.

C. Reporting

1. Cost Estimate
A high level cost estimate and comparison between the Lakeside Country Club, Old Farm Tract, and sub-regional sports field facilities will be performed in order to determine the most cost effective option. Cost estimates will be developed for the Buffalo Bayou Regional Solution and revising the cost estimates for the TIRZ 17 Regional Drainage study, full conveyance solutions in order to directly compare improvement options.
2. Technical Memorandum
A brief technical memorandum shall be produced to document all above work efforts. Hard copies of the draft and final technical memorandum will be submitted to TIRZ 17 and the City of Houston. The technical memorandum will include a discussion of the work performed, general methodology, assumptions applied during the course of study, a discussion of the study goal, a discussion of deviations from general methodology, and a discussion of findings.

D. Direct Costs and Reimbursable Expenses:

1. Reimbursable expenses will be billed to the Client by invoice. Reimbursements shall be the actual invoice costs. A reimbursable expense budget has been established as a not-to-exceed amount without prior approval. Reimbursable expenses shall include printing and reproduction, deliveries, and mileage.

Exhibit B
TIRZ 17 Regional Detention South of IH-10 – Regional Evaluation
LEVEL OF EFFORT

L. BASIC ENGINEERING SERVICES - DETENTION EVALUATION

DESCRIPTION OF WORK TASKS	PROGRAM MGR	PROJ MGR/ TEAM LDR	PROJECT ENGINEER	EIT	DESIGNER	ADMIN	TOTAL HOURS	LABOR COSTS	EXPENSE COSTS	TOTAL
A. Project Management and Coordination Meetings										
1 General Project management		4				2	6	\$ 908.00		\$ 908.00
2 Project Coordination Meetings	4	4				2	10	\$ 1,728.00		\$ 1,728.00
SUBTOTAL	4	8	0	0	0	4	16	\$ 2,636.00	\$ -	\$ 2,636.00
B. Hydrologic and Hydraulic Modeling										
1 Update TIRZ 17 "Full Conveyance" Improvement 2D Model	1	2	14	40			57	\$ 7,001.00		\$ 7,001.00
2 Proposed Mitigation Basin Effectiveness Evaluation	1	2	12	16			31	\$ 4,071.00		\$ 4,071.00
3 QA/QC		3					3	\$ 549.00		\$ 549.00
SUBTOTAL	2	7	26	56	0	0	91	\$ 11,621.00	\$ -	\$ 11,621.00
C. Reporting										
1 Cost Estimates	1	2	4	10			17	\$ 2,251.00		\$ 2,251.00
2 Technical Memorandum	1	2	4	8		2	17	\$ 2,207.00		\$ 2,207.00
SUBTOTAL	2	4	8	18	0	2	34	\$ 2,207.00	\$ -	\$ 2,207.00
D. Direct Costs & Reimbursable Expenses										
1 Direct Costs & Reimbursable Expenses	0	0	0	0			0	\$ -	\$ 250.00	\$ 250.00
TOTAL HOURS	8	19	34	74	0	6	0			
Contract Labor Rate	\$205.00	\$183.00	\$145.00	\$110.00	\$95.00	\$88.00				\$0.00
TOTAL LABOR COSTS	\$1,640.00	\$3,477.00	\$4,930.00	\$8,140.00	\$0.00	\$528.00		\$ 16,464.00	\$ 250.00	\$ 16,714.00

Monthly Status Report

**Project: Memorial City Redevelopment Authority / TIRZ 17
Briar Branch (W140-01-00) Channel Improvements &
Briar Branch 'Straws' and Bunker Hill Bridge**

CIP No: T-1734A & T-1734B

**Period: Through February 28, 2017
RPS Klotz Assoc. Project No: 1111.002.000**

Activities This Period

1. Ph II Final Design - Authorization received dated 03/07/14, 09/06/16
 - a. Basic and Additional Services
 - 1.) Geotechnical Investigation and ESA 1 for 'Straws' complete.
 - 2.) Continue development of 'Straws' plans and incorporating into Briar Branch plans and documents for one construction project.
 - 3.) Updated Drainage Impact Study draft report submitted to HCFCD for review and approval. HCFCD review continues.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Meeting with SWA on 02-10-17.
 - 3.) Additional meetings with TIRZ and SWA as required.
 - 4.) Additional Meeting held with CoH on 02-06-17
 - 5.) Attended and provided project updates at TIRZ Board Meeting and TIRZ Board CIP Committee Meeting as requested.

Activities Planned for Next Period

1. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Continue development of plans and documents for one construction package
 - 2.) Updated Plans will be submitted to HCFCD and CoH upon approval of Drainage Impact Report by HCFCD.
 - 3.) Respond to comments and questions from HCFCD, CoH and TIRZ.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ and SWA as required.
 - 3.) Coordination meetings with HCFCD and CoH as required
 - 4.) Attend and provide project update at TIRZ Board Meeting.

Issues and Information we are waiting to receive - None

Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17

N. Gessner Drainage and Mobility Improvements – IH10 to Long Point

CIP No: T-1732A & T-1732B

Period: Through February 28, 2017

RPS Klotz Assoc. Project No: 1111.004.000

Activities Completed this Period

1. Ph I PER Update – Authorization received dated 12-16-16.
 - a. Complete review of previous draft PERs for update complete.
 - b. Continue development of updated PER for CoH review and approval.
2. Ph II Final Design - Authorization received dated 11/14-14 & 12-16-16.
 - a. Basic and Additional Services
 - 1.) Update of N. Gessner SWMM model to incorporate A&B as one construction project begun. Draft Drainage Impact report in process.
 - 2.) Continue development of design plans as one construction project.
 - 3.) Continue updated Survey and Geotechnical Investigation.
 - 4.) Continue ESA II study and field work.
 - 5.) Continue coordination with SWA for streetscape design.
 - b. Meetings
 - 1.) Project meeting with SWA on 02-10-17
 - 2.) Additional Project Team Meetings as required.
 - 3.) Project Review Meeting with CoH held on 02-06-17.
 - 4.) Progress Mtgs. with TIRZ Executive Director as requested.
 - 5.) Attended and provided update at TIRZ Board & CIP Committee Meetings.

Activities Planned for Next Period

1. Ph I PER Update
 - a. Complete development of draft PER for CoH review and approval.
 - b. Continue coordination with CoH for PER and TRC approvals.
2. Ph II Final Design.
 - a. Basic and Additional Services
 - 1.) Complete development of draft design plans as one construction project
 - 2.) Continue tasks for ESA II.
 - 3.) Complete Survey and Geotechnical work.
 - 4.) Continue coordination with SWA for streetscape design.
 - b. Meetings
 - 1.) Project Team Meetings as required.
 - 2.) Additional meetings with TIRZ as required.
 - 3.) Provide project update at next TIRZ CIP Committee and Board Meetings.

Issues and Information we are waiting to receive – Final approval/execution of AFA for TxDOT Grant for project.

SWA Houston
1245 W 18th Street
Houston, Texas
77008
+1.713.868.1676
www.swagroup.com

26 September May 2016

WORK ORDER #12 CIP T-1732A/B
(AMENDED)

Mr. Scott Bean
Executive Director
Memorial City Redevelopment Authority
c /o Hawes Hill Calderon LLP
PO Box 22167
Houston, TX 77024
713-829-5720

Subject: CIP T-1732A/B Gessner Road Drainage and Mobility Improvements
Project Detailed Design, Construction Documentation + Bidding
Phase Services
(SWA Job# RHTs502)

Dear Mr. Bean:

SWA is pleased to submit this proposal for professional services which includes the preparation of design and construction documents for landscape, irrigation, hardscape, lighting, bus shelters, and other amenities and improvements within the right-of-way from Interstate 10 to Long Point Road (the "Project"). This Agreement is between Memorial City Redevelopment Authority (Client), and the Houston office of SWA Group (SWA) in reference to the Project located in Houston, Harris County, Texas.

I. SCOPE OF SERVICES

SWA will perform professional design services for the Project improvements:

- Street trees.
- Adopt-An-Esplanade program planting.
- Planting at the ROW.
- Irrigation.
- Pedestrian pathways and crossings.
- Pedestrian lighting.
- Bus shelters.
- Other Management District Identity Elements (including signal pole base, hardscape / paving accents).

swa

A. Design Documentation at 30%

1. Review comments and direction received from the TIRZ #17 Executive Director. Apply TIRZ #17 comments and direction to the conceptual design including scope and costs per streetscape standards.
2. Prepare application for and coordinate Adopt-An-Esplanade with Houston Parks And Recreation Department (HPARD).
3. Develop sheet layout and related details in TxDOT format.
4. Mobilize SWA sub-consultants.
5. Coordinate with Memorial Management and Spring Branch Districts on concept layouts and design standards.
6. Prepare for and attend one (1) public meeting.
7. Coordinate design scope with Project Engineer (Klotz).

Deliverables:

- Inputs to Final Design.
- Adopt-An-Esplanade preliminary application / coordination.
- Exhibits for one (1) public meeting presentation and attendance at same.
- Thirteen (13) in-person coordination meetings: one (1) with Houston Parks And Recreation Department (HPARD), three (3) with the Project Engineer, three (3) with the Memorial Management District Executive Director, three (3) with the Spring Branch Management District Executive Director, and three (3) with TIRZ #17 Executive Director.
- Six (6) in-person presentations, two (2) to TIRZ #17 Board of Directors, two (2) in-person presentations to Memorial Management and two (2) in-person presentations to the Spring Branch Management District Boards for the preliminary design.
- Two (2) in-person coordination meetings with private property owners and representatives.
- Coordination with Project Engineer on TxDOT 30% review comments responses.
- Coordination with Project Engineer on COH 60% and 95% review comments responses.

- Preliminary estimate of construction cost.
- Maximum of one (1) round of revisions.

B. Design Documentation at 60%, 90%, 95% and 100%

1. Prepare final design documents for constructing the proposed project improvements and amenities.
2. Prepare a 60%, 90%, 95% and 100% project submittals of the final design documents.
3. Respond to review comments at each submittal and make revisions to the design in accordance with the review comments.
4. Prepare the final application for the Adopt-An-Esplanade program for proposed esplanades.
5. Coordinate final design scope with Project Engineer.
6. Prepare technical sections of specifications in TxDOT format. Design standards and regulations will conform to the City of Houston's requirements.
7. Project Engineer shall be responsible for Project Approvals including TxDOT, TDLR and City of Houston Building Permit.
8. Project Engineer will be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.
9. SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the design development estimate of probable construction cost accepted by Client at the end of the design phase.
10. Prepare a final cost estimation at the 90% submittal. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to Client.
11. Complete Adopt-An-Esplanade procedures for approval of the three (5-6) esplanades.

Deliverables:

- 60% and 90% plan set of construction documents.
- Technical Specifications in TxDOT format, which will conform to TxDOT's requirements.
- Final construction document mylars.
- 60% and Final Estimate of Project Cost.
- Adopt-An-Esplanade approval.
- One electronic copy and one hard copy of the plan set and technical specifications.
- Nine (9) in-person coordination meetings: one (1) with Houston Parks And Recreation Department (HPARD), two (2) with the Project Engineer, two (2) with the Memorial Management District Executive Director, and two (2) with the Spring Branch Management District Executive Director, and two (2) with TIRZ #17 Executive Director..
- Three (3) in-person presentations, one (1) to TIRZ #17 Board of Directors, one (1) to the Memorial Management District Board, and one (1) to the Memorial Management District Board the for the final design.
- Two (2) in-person coordination meetings with private property owners and representatives.
- Coordination with Project Engineer on TxDOT 60% and 95% review comments responses.
- Coordination with Project Engineer on COH 60% and 95% review comments responses.
- Maximum of one (1) round of revisions.

Sub-Consultants

SWA will retain the services of an electrical engineer, structural engineer, and irrigation consultant. Said services listed below are included in the Scope of Services and fees.

- Electrical engineer for powering the pedestrian lights and bus shelter lights.

- Structural engineer for light pole foundations and other structural design elements required by the City of Houston for scope of work items by SWA.
- Irrigation consultant for the irrigation design of the landscape improvements.

C. Bidding Phase

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

Deliverables:

- Two (2) in-person coordination meetings with Project Engineer.
- Assistance with prospective contractor questions.

II. DESIGN APPROVAL

The Executive Director of Memorial City Redevelopment Authority has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval, subject to the final approval by the Board of Directors. In the event that the design, as approved by the Executive Director and the Board is subsequently rejected, and re-design is required, such re-design services shall be compensated as Additional Services.

III. MEETINGS AND SITE VISITS

This proposal includes Professional Service time for up to thirty-eight (38) meetings / presentations for coordination with Client, agencies, stakeholders, consultants or Client / Client Representative as follows:

Preliminary Design Phase	22 meetings
Final Design Phase	12 meetings
Pre-Bid	1 meeting
Miscellaneous (Allowance)	3 meetings

(Additional meetings shall be billed as Additional Services).

IV. SCHEDULE

The scope of services will be complete in accordance with the Project Engineer's published schedule.

V. EXCLUSIONS TO SCOPE OF SERVICES

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

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

VI. FEES

Services described above shall be provided on an hourly basis with a not to exceed fee of \$270,620. SWA will provide the scope of services without further written authorization. This amount shall not be exceeded without further, written authorization.

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

will be provided as an additional service and billed as a reimbursable expense.

VII. TERMS

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

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

Sincerely yours,

SWA GROUP

A handwritten signature in black ink, consisting of a large, stylized loop with a horizontal line extending to the left and a vertical line extending downwards from the center of the loop.

James Vick, AIA
Principal & Contracting Agent
Architect, TX License #10477

ACCEPTED BY: Memorial City Redevelopment Authority

By: _____

Title: _____

Date: _____

City of Houston

By: _____

Title: _____

Date: _____

Proposal copyright ©2015 by SWA Group. No portion of this proposal may be copied or distributed to without the written permission of SWA Group.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,
HOUSTON, TEXAS

AGENDA MEMORANDUM

TO: Memorial City Redevelopment Authority TIRZ No. 17 Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

7. Interlocal Agreement with the City of Houston for amenity funding at the Gessner and Long Point intersection.