

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



Agenda and Agenda Materials  
Meeting of the Board of Directors

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December 5, 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, December 5, 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 the October 31, 2017, regular meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments and project cash flow reports.
5. Conduct annual review of Investment Policy and adopt Resolution Regarding Annual Review of Investment Policy and Adoption of Amended Investment Policy
6. CIP Committee.
  - a. Project Update Report from LAN, including:
    - i. Pay Estimate No. 2 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of \$218,195.65.
    - ii. Change Order No. 1 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of (\$230,135.00).
  - b. Receive and consider proposal from LAN for FEMA related grant funding opportunities.
  - c. Project Update Report from RPS
  - d. Project Update Report from Goodman Corporation
    - i. Resolution Authorizing Execution of Advance Funding Agreement with TxDOT for Memorial Drive Reconstruction Project.
  - e. Project Update Report from SWA
7. 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.
8. 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.
9. Adjournment.



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**Executive Director for Authority**

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

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AGENDA MEMORANDUM

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

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3. Approve minutes of the October 31, 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**

**October 31, 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 Tuesday, October 31, 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 Director Givens, thus constituting a quorum. Also present were Scott Bean and Linda Clayton, both of Hawes Hill & Associates, LLP; Jessica Holoubek, Allen Boone Humphries Robinson, LLP; and Michelle Lofton, ETI Bookkeeping Services. Others attending the meeting were Jennifer Curley, COH - Economic Development Dept.; Council Member Greg Travis; Joseph Ellis, McCall Gibson Swedlund Barfoot PLLC; Muhammad Ali and Derek St. John, both of LAN; Natalie Weiershausen, RPS; Jim Webb, Goodman Corporation; Ben Gillis, Memorial Management District; Jack Valinski, COH; Mike Vandewater, HCFCD; Emily Anderson, Half Associates; Robert Benz; Virginia Gregory; Bruce Nichols; Jim Shroff; David Tresch; Ed Browne; Ginny Abiass; Jack Yetin; Dean Bixler; and Lois Myers. The meeting was called to order at 8:00 a.m.

**RECEIVE PUBLIC COMMENTS.**

Bruce Nichols re-emphasized Frostwood's strong support for the TIRZ's capital improvements plan including subsurface detention south of IH-10. He commented on detention to mitigate sheet flow off from commercial development south of IH-10; and the inadequate drainage capacity from increasing demands. He requested the TIRZ to continue working toward the goal to advance detention south of IH-10. Lois Myers stated she was not pleased with TIRZ's actions in the past and not happy about what is presently happening. She stated she knows residents in Frostwood that are not happy. She made comments regarding Bunker Hill and questioned how the water is going to get into the detention pond east of Costco. She made comments on Conrad Sauer and had questions regarding the current capacity at Conrad Sauer. Ed Browne commented on the Pine Crest golf course and MUD and wanted to know where is the water going to drain.

**APPROVE MINUTES OF THE SEPTEMBER 26, 2017, REGULAR MEETING.**

Upon a motion duly made by Director Airola, and being seconded by Director Heins, the Board voted unanimously to approve the Minutes from the September 26, 2017, Board meeting, as presented.

**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 Durham, and being seconded by Director Freels, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

**COMBINED NOVEMBER AND DECEMBER MEETING DATE.**

The Board discussed combining the November and December meetings and agreed to schedule the meeting for December 5, 2017.

**APPROVE FY2017 ANNUAL FINANCIAL REPORT AND AUDIT.**

Mr. Ellis presented the FY2017 Annual Financial Report and Audit, included in the Board agenda materials. He reviewed the Independent Auditor's Report and reported an unmodified/clean opinion. He went over page 10, Statement of Activities and Governmental Funds Statement of Revenues, Expenditures and Changes in fund Balances; pages 12-24, Notes to the Financial Statements; page 26, Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual – All Government Funds; and pages 28-31, Operating Expenditures, Capital Expenditures and Project Plan Reconciliation. Upon a motion duly made by Director Heins, and being seconded by Director Durham, the Board voted unanimously to approve the FY2017 Annual Financial Report and Audit, as presented.

**CIP COMMITTEE.**

**a. Project Update Report from LAN, including:**

Mr. Ali provided an update on the Town & Country West Drainage and Mobility Improvements, a copy of the Status Report is included in the Board agenda materials. He reported the striping on Lumpkin Road was deteriorating and SER Construction has replaced the striping.

**i. Pay Estimate No. 1 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of \$346,646.14**

Mr. Ali reviewed Pay Estimated No. 1 from SER Construction Partners, Town & Country Reconstruction and Drainage Improvement, in the amount of \$346,646.14. He reported LAN has reviewed the pay estimate and concurs with the amounts and quantities and is recommending for approval. Upon a motion duly made by Director Airola, and being seconded by Director Durham, the Board voted unanimously to approve Pay Estimate No. 1 from SER Construction Partners, Town & Country Reconstruction and Drainage Improvement in the amount of \$346,646,14, as presented.

**ii. Proposal for general engineering consulting services**

Mr. Ali reviewed the proposal from LAN for on-call engineering consulting services to be billed on an hourly basis in an amount not to exceed \$15,000.00, included in the Board agenda materials. Upon a motion duly made by Director Heins, and being seconded by Director Freels, the Board voted

unanimously to approve the proposal from LAN for on-call engineering consulting services in an amount not to exceed \$15,000.00, as presented.

**iii. SER Right of Entry Agreement for T&C Reconstruction**

Mr. Ali reviewed the Right of Entry Agreement and reported the agreement allows the contractor right of entry to work on the property. Upon a motion duly made by Director Heins, and being seconded by Director Airola, the Board voted unanimously to approve the Right of Entry Agreement allowing SER Construction Partners right of entry on property, as presented.

**iv. Project Cost Sharing Agreement with Trammel Crow for stamped concrete**

Mr. Ali reviewed the Cost Sharing Agreement for Construction of Driveway Improvements, included in the Board agenda materials. He reported the agreement pertains to the Alexian property and provides for credit to be received from Trammel Crow for the stamped concrete work. Upon a motion duly made by Director Hodges, and being seconded by Director Durham, the Board voted unanimously to approve the Cost Sharing Agreement for Construction of Driveway Improvements.

**b. Project Update Report from Klotz (RPS) Associates**

Ms. Weiershausen provided an update on the N. Gessner drainage and mobility improvements and the Briar Branch Channel Improvements & Briar Branch straws projects, a copy of the Monthly Status Reports for each project is included in the Board agenda materials.

**c. Project Update Report from Goodman Corporation**

Mr. Webb provided an update on TIP project assistance, a copy of the Progress Report is included in the Board agenda materials. He reported the N. Gessner project is underway and TxDOT is working on the Memorial Drive documents. He reported it is anticipated H-GAC call for projects to kick off in January.

**d. Project Update Report from SWA**

The SWA Status Report is included in the board agenda materials for review.

**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.**

**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.**

An Executive Session was not called.

## **ADJOURNMENT**

There being no further business to come before the Board the meeting was adjourned at 8:27 a.m.

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Secretary

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

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AGENDA MEMORANDUM

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

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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

October 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, 2018

### 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	24,979,232.89	0.00	327,081.64	25,306,314.53
Revenue	18,872.73	0.00	291.09	19,163.82
Expenditures	472,152.25	0.00	27.05	472,179.30
Ending Balance	24,525,953.37	0.00	327,345.68	24,853,299.05

### NOTES:

Debt Service Payments due in Fiscal Year End 2018:

Date	Series	Principal	Interest	Total
9/1/2017	2008	490,000.00	34,153.75	524,153.75
9/1/2017	2011	600,000.00	130,456.00	730,456.00
9/1/2017	2011A	1,895,000.00	197,023.75	2,092,023.75
9/1/2017	2016	115,000.00	216,357.75	331,357.75
3/1/2018	2008		23,251.25	23,251.25
3/1/2018	2011		119,416.00	119,416.00
3/1/2018	2011A		160,545.00	160,545.00
3/1/2018	2016		217,623.00	217,623.00
			<b>Total FYE 2018</b>	<b>4,198,826.50</b>

October 31, 2017

## General Operating Fund

**BEGINNING BALANCE:** **24,979,232.89**

**REVENUE:**

Checking Interest - Wells Fargo	152.03	
Texpool Interest	754.35	
Wells Fargo/TexSTAR (Surplus Funds) Interest	17,720.05	
Texas Exchange CD Interest	246.30	
Voided Check(s)	0.00	
<b>Total Revenue:</b>		<b>18,872.73</b>

**DISBURSEMENTS:**

Checks Presented At Last Meeting	472,152.25	
Checks Written at/after Last Meeting	0.00	
<b>Total Expenditures</b>		<b>472,152.25</b>

**Ending Balance:** **24,525,953.37**

**Location of Assets:**

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1500	3,492,032.40
TexPool	*0001	1.0318	861,607.07
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	1.0482	19,922,313.90
Texas Exchange Bank CD	*3601	1.4700	250,000.00
		<b>Total</b>	<b>24,525,953.37</b>
Certificate of Deposit	CD *3601	Term: 12 Months	Matures: 09/28/2018

**Memorial City Redevelopment Authority**  
**Checks Presented**  
December 5, 2017

Num	Name	Description	Amount
2761	Allen Boone Humphries Robinson LLP	Legal Fee	-5,643.27
2762	Blank Rome LLP	Legal Services	-12,604.27
2763	Equi-Tax, Inc	Tax Assessor Fee	-800.00
2764	ETI Bookkeeping Services	Bookkeeping Fee	-1,800.00
2765	Hawes Hill & Associates	Professional Consultant	-16,000.00
2766	Klotz Associates Inc	Engineering Consultant	-64,061.26
2767	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-48,244.87
2768	McCall Gibson Swedlund Barfoot PLLC	Auditor	-6,000.00
2769	Sal Esparza, Inc.	Landscaping	-2,177.52
2770	SER Construction Partners, LLC	Pay Estimate No. 2	-218,195.65
2771	SWA Group	Engineering Consultant	-2,771.60
2772	The Goodman Corporation Inc	Contract Services	-17,203.51
<b>Total</b>			<b>-395,501.95</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>327,081.64</b>
<b>REVENUE</b>		
TexPool DSF Interest	7.75	
Wells Fargo/TexSTAR (2008 DSF) Interest	274.91	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	8.43	
<b>Total Revenue</b>		<b>291.09</b>
<b>EXPENDITURES</b>		
2016 Debt Service Interest Payment	0.00	
2016 Debt Service Principal Payment	0.00	
Trustee Fee	27.05	
<b>Total Expenditures</b>		<b>27.05</b>
<b>ENDING BALANCE</b>		<b>327,345.68</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	1.0482	309,083.56
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	1.0482	9,529.70
TexPool	*0004	1.0318	8,732.42
<b>Total</b>			<b>327,345.68</b>

Memorial City Redevelopment Authority  
Investment Report  
October 31, 2017

**SCHEDULE OF INVESTMENTS**

Investment Pools											
Fund	Location Of Assets	Interest Rate	Market	Beginning Balance N.A.V.	Book	Interest Earned	Deposits or (Withdrawals)	Market	Ending Balance N.A.V.	Book	
GOF	TexPool	1.0318	860,878.55	1.00003	860,852.72	754.35	(0.00)	861,589.84	0.99998	861,607.07	
DSF	TexPool	1.0318	8,724.93	1.00003	8,724.67	7.75	0.00	8,732.25	0.99998	8,732.42	
GOF	Wells Fargo/ TexStar	1.0482	19,905,151.18	1.000028	19,904,593.85	17,720.05	(0.00)	19,922,533.05	1.000011	19,922,313.90	
DSF	Wells Fargo/ TexStar DSF	1.0482	308,817.30	1.000028	308,808.65	274.91	(0.00)	309,086.96	1.000011	309,083.56	
DSF	Wells Fargo/ TexStar PI Rev	1.0318	9,548.59	1.000028	9,548.32	8.43	(27.05)	9,529.80	1.000011	9,529.70	

**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	1.4700	245,000.00	12 Months	9/28/2018	250,000.00	(246.30)	246.30	250,000.00

**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	3,963,786.32	152.03	(471,905.95)	3,492,032.40

**Collateral Pledged In Addition to FDIC**

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	3,492,032.40	BNYM	13,209,671	WU2246	8,681,026	8,753,978

**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 Kenneth Byrd	Date Assumed Office 8/6/2015	Training Completed 10/29/2016
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**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
**October 2017**

	October			Year To Date (4 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
1000 - Income							
8223 - Interest Income	19,164	3,081	16,083	77,202	12,323	64,879	36,969
8930 - Bond Proceeds	0	0	0	0	0	0	73,300,000
<b>Total 1000 - Income</b>	<b>19,164</b>	<b>3,081</b>	<b>16,083</b>	<b>77,202</b>	<b>12,323</b>	<b>64,879</b>	<b>73,336,969</b>
6-4320 - Increment Collections	0	0	0	15,731,173	16,599,074	-867,901	16,599,074
6-4350 - Grants	0	0	0	0	0	0	3,400,000
<b>Total Income</b>	<b>19,164</b>	<b>3,081</b>	<b>16,083</b>	<b>15,808,375</b>	<b>16,611,397</b>	<b>-803,022</b>	<b>93,336,043</b>
<b>Expense</b>							
3335 - Management Consulting Services							
6320 - Legal	2,581	12,500	-9,919	8,778	50,000	-41,222	150,000
6322 - Eng Consultant/General Prof.Svc	4,204	1,667	2,537	17,208	6,667	10,541	20,000
6323 - Legal Litigation	12,604	0	12,604	26,905	0	26,905	0
6337 - Construction Audit	3,250	0	3,250	3,250	0	3,250	10,000
6343 - Other	0	0	0	1,333	0	1,333	0
<b>Total 3335 - Management Consulting Services</b>	<b>22,639</b>	<b>14,167</b>	<b>8,472</b>	<b>57,474</b>	<b>56,667</b>	<b>807</b>	<b>180,000</b>
5650 - Transfers							
6420 - COH Administration Fee	0	0	0	786,559	829,954	-43,395	829,954
6430 - Municipal Services	0	0	0	0	0	0	2,256,619
<b>Total 5650 - Transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>786,559</b>	<b>829,954</b>	<b>-43,395</b>	<b>3,086,573</b>
5706 - Debt Service							
5707 - Principal	0	0	0	3,100,000	3,100,000	0	3,100,000
5708 - Interest	0	0	0	577,991	577,991	0	1,096,176
5710c - Trustee Fee	27	0	27	877	850	27	9,500
<b>Total 5706 - Debt Service</b>	<b>27</b>	<b>0</b>	<b>27</b>	<b>3,678,868</b>	<b>3,678,841</b>	<b>27</b>	<b>4,205,676</b>
6300 - Administration & Overhead							
6321 - Auditor	2,750	10,000	-7,250	19,750	20,000	-250	20,000
6333 - Bookkeeping/Accounting	924	900	24	3,917	3,600	317	10,800
6340 - Administration Salaries/Benefit	16,000	8,000	8,000	32,000	32,000	0	96,000
6344 - Bond Svcs/Trustee/FA	400	0	400	1,600	1,200	400	3,200
6350 - Office Expense	0	250	-250	0	1,000	-1,000	3,000
6353 - Insurance	0	0	0	961	1,290	-329	1,290
<b>Total 6300 - Administration &amp; Overhead</b>	<b>20,074</b>	<b>19,150</b>	<b>924</b>	<b>58,228</b>	<b>59,090</b>	<b>-862</b>	<b>134,290</b>
7000 - Capital Expenditure							
1701 - Gessner Widening	0	0	0	613	0	613	0
1709 - Lumpkin I-10 Westview	434	0	434	1,734	0	1,734	0
1717 - Town & Country W. Drain/Mobil	270,272	293,333	-23,061	685,148	1,173,333	-488,185	3,520,000
1722 - Town & Country Blv Signalizatr	0	0	0	613	0	613	0

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

	October			Year To Date (4 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1725 · Parks & Green Space Improv.	0	10,417	-10,417	1,933	41,667	-39,734	125,000
1731A · Detention Basin & W-140 Bridge	655	0	655	3,112	0	3,112	0
1732A · N Gessner Drainage & Mobility	15,240	49,758	-34,518	110,516	199,033	-88,517	597,100
1734 · W140 Channel Improvements	50,701	526,250	-475,549	84,145	2,105,000	-2,020,855	6,315,000
1735A · Detention Basin A	123	83,333	-83,210	2,205	333,333	-331,128	1,000,000
1738 · T&C Way Partners, LLC	0	0	0	1,649,593	1,649,593	0	1,649,593
1738A · Memorial Dr Drain & Mobility 1	0	33,333	-33,333	4,875	133,333	-128,458	400,000
1738B · Memorial Dr Drain & Mobility 2	0	4,167	-4,167	0	16,667	-16,667	50,000
1799 · Concrete Panel Replace Program	0	2,917	-2,917	0	11,667	-11,667	35,000
<b>Total 7000 · Capital Expenditure</b>	<b>337,425</b>	<b>1,003,508</b>	<b>-666,083</b>	<b>2,544,487</b>	<b>5,663,626</b>	<b>-3,119,139</b>	<b>13,691,693</b>
<b>Total Expense</b>	<b>380,165</b>	<b>1,036,825</b>	<b>-656,660</b>	<b>7,125,616</b>	<b>10,288,178</b>	<b>-3,162,562</b>	<b>21,298,232</b>
<b>Net Income</b>	<b>-361,001</b>	<b>-1,033,744</b>	<b>672,743</b>	<b>8,682,759</b>	<b>6,323,219</b>	<b>2,359,540</b>	<b>72,037,811</b>

**ALLEN BOONE HUMPHRIES ROBINSON LLP**

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

November 15, 2017

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

**Projects**

Client/Matter: MEM001-03  
 Statement Number: 91776  
 Billing Attorney: Jessica Holoubek

**REMITTANCE PAGE**

Fees for services posted through November 10, 2017 3,062.50  
 Expenses and Other items posted through November 10, 2017 0.00

Total Amount Due: \$3,062.50



**ALLEN BOONE HUMPHRIES ROBINSON LLP**

Telephone ID 713-860-6400

November 15, 2017

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

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

Client/Matter: MEM001-03  
 Statement Number: 91776  
 Billing Attorney: Jessica Holoubek

**Projects**

**Professional Fees**  
 Fees for services posted through November 10, 2017, as follows:

Date	Professional	Hour
10/24/17	SBMSA detention #1735 Jessica Holoubek	0.25
	Follow up with Arturo Michel, attorney for SBISD.	0.25
	<i>Total Task Hours:</i>	0.25
	<i>Total Task Amount:</i>	\$122.50
10/11/17	Town & Country W. Drain/Mobil - 1717 #1717 Jessica Holoubek	1.25
	Work on right-of-way conveyance to City of Houston, Texas; work on right of entry for contractor; work on private utility dedication; work on corner clip conveyance with landowner.	
10/24/17	Jessica Holoubek	0.75
	Work on outstanding right-of-way conveyance matters; telephone conference with Muhammad Ali regarding right of entry for contractor and cost sharing agreement with adjoining landowner.	
10/25/17	Jessica Holoubek	2.25
	Draft temporary right of entry and construction agreement for roadway improvements south of roundabout; draft temporary right of entry agreement for SER Construction; draft cost sharing agreement with Trammell Crow Residential for driveway concrete work.	
10/26/17	Jessica Holoubek	0.25
	Discuss cost sharing agreement with Trammell Crow Residential.	
11/02/17	Jessica Holoubek	0.50
	Work on Cost Sharing Agreement; discuss SER request for plan revision with engineer.	
11/03/17	Jessica Holoubek	0.25
	Work on request for substitution document.	
11/08/17	Jessica Holoubek	0.25
	Revise signature block on access easement.	
11/09/17	Jessica Holoubek	0.25
	Work with Midway regarding temporary public access easement.	

Allen Boone Humphries Robinson LLP

November 15, 2017

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 Department 90  
 Houston, TX 77210-4346

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 Total amount payable in U.S. dollars

Code # 11821017  
 11/15/17  
 Code # 11821017  
 11/15/17



Memorial City Redevelopment Authority  
MEM001-03

Page: 2  
91776

Statement Number:

11/10/17 Jessica Holoubek

0.25

Receive executed temporary access easement and follow up regarding the same.

Total Task Hours: 6.00  
Total Task Amount: \$2,940.00  
Total Fees: \$3,062.50

**TASK FEE BREAKDOWN**

SBMSA detention  
Town & Country W. Drain/Mobil - 1717

Hours	Amount
0.25	122.50 # 1735
6.00	2,940.00 # 1717

Total Fees:	\$ 3,062.50
Total Expenses and Other Items:	\$ 0.00
<b>Total Amount Due:</b>	<b>\$ 3,062.50</b>

**ALLEN BOONE HUMPHRIES ROBINSON LLP**

To contact the ABHR Billing Department, please call 713-960-6400 or email at [billing@abhr.com](mailto:billing@abhr.com)

November 15, 2017

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

Client/Matter: MEM001-01  
Statement Number: 91775  
Billing Attorney: Jessica Holoubek

**REMITTANCE PAGE**

Fees for services posted through November 10, 2017	2,547.50
Expenses and Other Items posted through November 10, 2017	33.27
<b>Total Amount Due:</b>	<b>\$2,580.77</b>

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Total amount payable in U.S. dollars

Code # 6320  
11/20/2017

Allen Boone Humphries Robinson LLP

November 15, 2017



ALLEN BOONE HUMPHRIES ROBINSON LLP

November 15, 2017

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton
ETI Bookkeeping Services
17111 Rolling Creek Drive, Suite 108
Houston, TX 77050

Client/Matter: MEM001-01
Statement Number: 91775
Billing Attorney: Jessica Holoubek

Professional Fees

Fees for services posted through November 10, 2017, as follows:

Table with columns: Date, Description, Hours. Rows include dates from 10/02/17 to 10/27/17 and descriptions of professional services like 'Prepare Audit Response letter', 'Work on Audit Response letter and forward for Attorney approval', etc.

Allen Boone Humphries Robinson LLP

November 15, 2017

Memorial City Redevelopment Authority
MEM001-01

Statement Number: 91775

Page: 2

Table with columns: Date, Name, Description, Hours. Rows include dates 10/31/17, 11/06/17, 11/07/17 and descriptions like 'Records Management Policy', 'Travel to, attend and follow up from Board of Directors meeting', etc.

Total Task Hours: 6.50
Total Task Amount: \$2,302.50

Public Information Requests

Table with columns: Date, Name, Description, Hours. Rows include dates 10/16/17, 10/18/17 and descriptions like 'Receive and review Texas Public Information Act request', etc.

Total Task Hours: 0.50
Total Task Amount: \$245.00
Total Fees: \$2,547.50

Expenses and Other Items

Expenses and Other Items posted through November 10, 2017, as follows:

Table with columns: Date, Name, Description, Hours, Amount. Rows include dates 10/11/17, 10/31/17 and descriptions like 'Courier charges: City of Houston', 'Mileage expense', etc.

Total Expenses and Other Items: 11.77
33.27

TASK FEE BREAKDOWN

Table with columns: General, Public Information Requests, Hours, Amount. Rows show 6.50 hours for 2,302.50 and 0.50 hours for 245.00.

Total Fees: \$ 2,547.50
Total Expenses and Other Items: \$ 33.27
Total Amount Due: \$ 2,580.77

Allen Boone Humphries Robinson LLP

November 15, 2017

**BLANK ROME LLP**  
COUNSELORS AT LAW

717 TEXAS AVENUE  
SUITE 1400  
HOUSTON, TEXAS 77002  
(713) 228-8801 FAX: (713) 228-8605  
FEDERAL TAX ID. NO. 23-1511874

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

NOVEMBER 08, 2017  
148310-00681 02752  
17600738

INVOICE DATE  
MATTER NO.  
INVOICE NO.

REGARDING: MEMORIAL CITY REDEVELOPMENT AUTHORITY AND  
REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON, TEXAS  
CIVIL ACTION NO. 16-CV-01458; 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 10/31/17 \$ 12,381.50  
FOR DISBURSEMENTS ADVANCED THROUGH 10/31/17 222.77  
CURRENT INVOICE TOTAL \$ 12,604.27

TRUST ACCOUNT: RETAINER TRUST - CITIZENS  
BALANCE FROM PREVIOUS STATEMENT 2,409.50  
PLUS TOTAL DEPOSITS 0.00  
DISBURSEMENT(S):  
LESS TRUST APPLIED 0.00  
LESS TOTAL DISBURSEMENTS 0.00  
CURRENT BALANCE IN RETAINER ACCOUNT 2,409.50

Code # 6333  
11/22/2017

ACH / WIRE		MAIL	
BANK NAME:	RBS Citizens Bank	BANK NAME:	Blank Rome LLP
ADDRESS:	Philadelphia, PA	Att: Finance Department	
ACCOUNT TITLE:	Blank Rome LLP	One Logan Square	
ACCOUNT NUMBER:	623866926	130 North 18th Street	
ABA NUMBER:	036076150 (Domestic)	Philadelphia, PA 19103-6998	
SWIFT CODE:	CITZUS33 (International)		

PENNSYLVANIA NEW JERSEY DELAWARE WASHINGTON, DC FLORIDA CALIFORNIA OHIO TEXAS SHANGHAI

**Equi-Tax Inc.**

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

**Invoice**

DATE	INVOICE #
12/17/2017	51775

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

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

**Total \$400.00**

Code # 6333  
11/22/2017

**Equi-Tax Inc.**

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

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

**Invoice**

DATE	INVOICE #
11/1/2017	51675

ETI Bookkeeping Services  
PO BOX 73109  
Houston, TX 77273

**Invoice**

Date	Invoice #
11/1/2017	8085

**BILL TO**  
TIRZ 17 Redevelopment Authority  
P.O. Box 73109  
Houston, Texas 77273

Description	Qty	Rate	Amount
Bookkeeping		900.00	900.00

<b>Total</b>	\$900.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$900.00

Code # 6333  
11/20/2017

**Invoice**

DATE	INVOICE #
11/1/2017	51675

**Equi-Tax Inc.**

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

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

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00

Invoice emailed to Michelle Lofton at ETI Bookkeeping Services at  
bkl1@etiaccounting.com  
and to Scott Bean sbear@hhellp.com and Linda Clayton  
lclayton@hhellp.com at Hawes Hill

<b>Total</b>	\$400.00
--------------	----------

Code # 6333  
11/20/2017

ETI Bookkeeping Services  
 PO BOX 73109  
 Houston, TX 77273

**Invoice**

Date	Invoice #
12/1/2017	8109

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

Description	Qty	Rate	Amount
Bookkeeping		900.00	900.00

<b>Total</b>	\$900.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$900.00

Code # 6333  
 11/25/2017



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

November 10, 2017  
 Project No: 006602  
 Invoice No: 1017088

Legacy Project No: 1111,004,000  
 TIRZ 17 North Gessner Drainage and Mobility Improvements North Gessner Road Reconstruction from IH-10 to north of Westview - Phase 2 Detailed Design  
 TIRZ 17 CIP No.: T-1732A  
 For Professional Services rendered from October 1, 2017 to October 27, 2017.

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
PHI Final Design T-1732A & B (TRD07)	460,700.00	2.42	11,148.94	10,227.54	921.40
PHI Final Design T-1732B (COH)	127,435.00	98.63	125,689.14	124,210.89	1,478.25
PHI Final Design T-1732A (COH)	474,170.00	99.58	472,178.49	466,820.37	5,358.12
PHI PER Update	107,850.00	95.23	102,705.56	102,705.56	0.00
Additional Services	214,087.96	57.1079	122,261.04	116,658.54	5,602.50
Sub - Contracted Engineering Svc (N/A)	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	0.00	833,983.17	820,622.90	13,360.27

<b>Recap:</b>	<b>Current</b>	<b>Previous</b>	<b>To-Date</b>
Total Billings	13,360.27	820,622.89	833,983.16
Contract Amount			1,427,042.96
Balance			593,659.80
<b>Total Due This Invoice:</b>			<b>\$13,360.27</b>

WORK  
 HOLD  
 11/25/2017

Remit Payment:  
 1150 N Dairy Ashford, Suite 500, Houston, Texas, 77079  
 T: (281) 588-7257 F: (281) 588-7309

**Memorial City Redevelopment Authority / TIRZ 17**

North Gaspar Drainage and Mobility Improvements  
 IH10 (Key Fly) to Westview & Westview to Long Point  
 TIRZ 17 CIP No. T-1732A & T-1732B  
 RPS Nobis Assoc. Job No. 1111.004.000



1140 Dairy Ashland, Suite 500, Houston, Texas 77079  
 T 281 397 7337 W rps@rps.com

**Professional Services Summary**  
 Through 10/27/17  
 Invoice #

Task	Contract Budget Fee	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<b>Basic Services</b>						
I. Phase I - PER Update	\$107,850.00	\$107,850.00	95.3500%	\$102,705.56	\$102,705.56	\$0.00
II. Phase II - Final Design						
1. T-1732A (Coh)	\$474,170.00	\$474,170.00	99.58%	\$472,178.40	\$460,820.37	\$13,358.12
2. T-1732B (Coh)	\$127,435.00	\$127,435.00	98.83%	\$126,089.14	\$124,210.89	\$1,878.25
3. T-1732A & B (T+DOT)	\$460,700.00	\$460,700.00	2.43%	\$11,148.94	\$10,227.54	\$921.40
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>SubTotal Basic Services</b>	\$1,170,155.00	\$1,170,155.00		\$711,722.12	\$703,964.36	\$7,757.77
<b>Additional Engineering Services / Sub-Contracted Services / Reimbursable Expenses</b>						
I. Additional Engineering Services	\$497,981.00					
1. T-CPs - Traffic Control Plans	\$23,280.00	\$23,280.00	76.17%	\$17,499.58	\$17,499.58	\$0.00
2. Traffic Signals - 4 Temp Mocs & 1 New (Gaspar & Westview)	\$69,010.00	\$69,010.00	49.85%	\$33,766.97	\$33,766.97	\$0.00
3. RWQP - Stormwater Pollution Prevention Plans	\$11,100.00	\$11,100.00	90.32%	\$10,025.00	\$10,025.00	\$0.00
4. Ph 2 ESA	\$47,371.00	\$47,371.00	86.48%	\$40,997.08	\$33,365.16	\$5,602.50
II. Sub-Contracted Services						
1. Updated Geotechnical Invest. (Arbes)	\$22,224.24	\$22,224.24	90.00%	\$20,001.82	\$20,001.82	\$0.00
2. Updated Survey (Kuo)	\$24,973.00	\$24,973.00	0.00%	\$0.00	\$0.00	\$0.00
3. Street Light Plans (Iam)	\$8,178.82	\$8,178.82	0.00%	\$0.00	\$0.00	\$0.00
4. Tree Protection Plans (Koch)	\$5,950.00	\$5,950.00	0.00%	\$0.00	\$0.00	\$0.00
5. Add'l Sub-Consultant Services	\$20,000.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
III. Reimbursable Expenses	\$22,800.00	\$22,800.00	0.00%	\$0.00	\$0.00	\$0.00
<b>SubTotal Additional Services</b>	\$236,857.96	\$236,857.96		\$122,281.04	\$110,638.65	\$5,602.50
<b>Total Professional Services Fees</b>	\$1,427,043.89	\$1,407,042.86		\$833,893.16	\$820,822.91	\$13,360.27
<b>Total Fees Earned this Period</b>						\$13,360.27

Additional Engineering Services / Sub-Contracted Services / Reimbursable Charges this Month	Sub-Consultant Invoice Amount	K4 Markup (%)	Sub-Total	Cost This Month
I. Additional Engineering Services 4. Ph 2 ESA NO MARKUP	\$6,002.50	\$0.00	\$6,002.50	\$6,002.50



1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
T 281 589 7337 W [rpsgroup.com/usa](http://rpsgroup.com/usa)

## Monthly Progress Report

Project: Memorial City Redevelopment Authority / TIRZ 17

N. Gessner Drainage and Mobility Improvements – H10 to Long Point

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

Period: Through October 27, 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. Completed review of previous draft PERs for update.
  - b. Submitted updated draft PER to CoH for review and approval, 6-23-17.
    - 1.) Received CoH comments on 7-27-17.
    - 2.) Received CoH Wastewater Ops comments on 8-9-17.
    - 3.) Received CoH Storm water comments (Briar Branch) on 9-22-17.
2. Ph II Final Design - Authorization received dated 11-14-14 & 12-16-16.
  - a. Basic and Additional Services
    - 1.) Updated N. Gessner SWMM model to incorporate A&B as one project and Updated draft Drainage Impact Report for CoH review and approval.
    - 2.) Drainage Impact Report was submitted to TxDOT on 10-23-17.
    - 3.) Continue development of design plans as one construction project.
    - 4.) Continue ESA II study, FC 120 Categorical Exclusion.
    - 5.) Continue coordination with SWA for streetscape design.
  - b. Meetings
    - i. Received draft Geotechnical Investigation Report, 4-11-17.
    - ii. Submitted to CoH for Review on 6-23-17.
    - iii. CoH comments received on 7-21-17.
    - iv. CoH Comments submitted to Subconsultant on 7-24-17.
    - v. Submitted to TxDOT for Review on 10-23-17.
    - vi. Pending updates for final submittal to CoH and TxDOT.
  - c. Received updated Survey, 6-14-17.
  - d. Prepared cost estimate for potential OH powerline relocations, 8-14-2017.
- b. Meetings
  - 1.) Council Member Brenda Stardig Project Meeting, 7-5-17.
  - 2.) CoH Interagency Storm Water Review Meeting, 7-13-17.
  - 3.) TIRZ 17 Meeting on 8-15-17 to review Drainage Improvements and Cost Estimate for Potential Overhead Powerline relocations to underground.
  - 4.) Pre-TxDOT Project Meeting Teleconference, 10-6-17.
  - 5.) TxDOT Project Meeting, 10-19-17.
  - 6.) Ongoing TIRZ Board & CIP Committee Meetings



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### Activities Planned for Next Period

1. Ph I PER Update for Resubmittal to City of Houston Interagency
    - a. Review and address review comments.
    - b. Incorporate TxDOT Design Standards to PER. Pending receipt of TxDOT comments.
    - c. Pending upon approval of Updated PER, CoH Technical Review Committee (TRC) Meeting and RDAI Process.
  2. Ph II Final Design.
    - a. Basic and Additional Services
      - 1.) Submit Authorization Request to TIRZ 17 to conduct a Phase I Geological Fault Study for the existing Fault Line along the project limits.
      - 2.) Submit Final Geotech Report to CoH and TxDOT for review and approval. Pending receipt of TxDOT comments.
      - 3.) Complete development of draft design plans to comply with CoH and TxDOT Design Criteria.
      - 4.) Continue tasks for ESA II and FC 120 Categorical Exclusion.
      - 5.) Continue coordination with SWA for streetscape design.
      - 6.) Prepare Project Schematic and update typical sections for TxDOT's review.
    - b. Meetings
      - 1.) Project Team Meetings and Additional meetings with TIRZ as required.
      - 2.) Provide project update at TIRZ CIP Committee and Board Meetings.
      - 3.) Project Team Meeting with SWA.
      - 4.) TxDOT Environmental Scope Meeting on 10-27-17
      - 5.) TxDOT Drainage Coordination Meeting on 10-31-17
- Issues and Information we are waiting to receive –
- 1.) Geotechnical Report Review Comments from TxDOT
  - 2.) Drainage Analysis Report Comments from TxDOT
  - 3.) Authorization to Proceed with Phase I Geological Fault Study from the TIRZ 17



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

November 10, 2017  
Project No: 006314  
Invoice No: 4017154  
Legacy Project No: 1111,002,000  
TIRZ 17 Memorial City Redevelopment Authority Briar Branch Channel Improvements & Straws  
TIRZ 17 CIP No. T-1734A & T-1734B  
HCPED Unit: W140-01-00

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

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (LS)	919,543.75	97.76	896,943.97	870,715.98	28,229.99
Additional Services (T&M)	191,506.26	69.828	133,724.99	111,253.99	22,471.00
Total Fee	1,111,050.01	1,032,678.96	981,969.97	50,700.99	50,700.99
					550,700.99

Receipt:  
Total Billings  
Contract Amount  
Balance

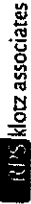
Current  
50,700.99  
Previous  
981,969.98  
To-Date  
1,032,678.97  
1,111,505.00  
78,826.03  
Total Due This Invoice:  
550,700.99

Code # 1734  
11/20/2017

Remit Payment:  
1160 N Dairy Ashford, Suite 500, Houston, Texas, 77079  
T. (281) 689-7257 F. (281) 689-7329

Memorial City Redevelopment Authority / TIRZ 17

Briar Branch (W140-01-00) Channel Improvements & 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



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T 281 689 7257 E email@klotz.com W www.klotz.com | www.klotz.com

Professional Services Summary  
Through 10/27/17  
Invoice # \_\_\_\_\_

Task	Contract Budget Fees	Authorized Amounts	Percent Complete %	Budget Amount Earned	Previously Billed	Earned This Period
<b>Basic Services</b>						
I. Phase I - PER (Complete)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
III. Phase II - Final Design	\$919,543.74	\$919,543.74	97.76%	\$908,943.96	\$870,715.97	\$28,229.99
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		\$899,943.96	\$870,715.97	\$28,229.99
<b>Additional Engineering Services / SubContracted Services / Reimbursable Expenses</b>						
I. Additional Engineering Services	\$81,460.00					
1. T.CPs - Traffic Control Plans		\$38,730.00	82.50%	\$31,953.13	\$24,372.16	\$10,581.00
2. SW3P - Stormwater Pollution Prevention Plans		\$17,020.00	98.88%	\$16,830.00	\$12,345.00	\$4,485.00
3. Signing & Striping Plans		\$20,010.00	37.01%	\$7,405.00	\$0.00	\$7,405.00
4. ESA Y (Straws) - RPS Klotz		\$5,700.00	91.70%	\$5,226.89	\$5,226.89	\$0.00
II. SubContracted Services	\$77,824.16					
1. Add'l Topo. Survey		\$29,502.80	100.00%	\$29,502.90	\$29,502.90	\$0.00
2. Tree Protection Plan		\$10,600.00	42.99%	\$4,642.92	\$4,642.92	\$0.00
3. Geotech (Straws)		\$37,821.28	100.00%	\$37,821.28	\$37,821.28	\$0.00
III. Reimbursable Expenses	\$32,122.10					
1. Reimbursable Expenses		\$32,122.10	0.24%	\$77.09	\$77.09	\$0.00
SubTotal Additional Services	\$191,506.26	\$191,506.26		\$133,269.24	\$110,768.24	\$22,471.00
Total Professional Services Fees	\$1,111,050.00	\$1,111,050.00		\$1,032,203.20	\$881,504.21	\$50,700.99
<b>Total Fees Earned this Period</b>						\$60,700.99

Oct 17

11/1/2017

Page 1 of 1





1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
 T 281 589 7257 W rps@rps.com/usa

## 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 October 27, 2017

RPS Klotz Assoc. Project No: 1111.002.000 / 006314

### 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. Initial HCFCD comments received dated 03-30-17. Responses to comments complete and resubmitted to HCFCD for review and approval. Additional comments received 07-13-17. Responses to additional comments complete and resubmitted to HCFCD for review and approval.
    - 4.) Updated Drainage Impact Study draft report submitted to the City of Houston for review and approval. COH approval granted 09-22-17.
    - 5.) Updated model information submitted to the City of Houston for concurrent review. Initial COH comments received dated 06-21-17. Meeting held 07-13-17 to resolve comments. Responses to comments complete and resubmitted to COH for review and approval. COH approval granted 09-22-17.
    - 6.) Submitted 95% Plans to COH for review.
  - b. Meetings
    - 1.) Project Team Meetings as required.
    - 2.) Additional meetings with TIRZ, SWA, HCFCD and COH as required.
    - 3.) 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



1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
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- 1.) Finalize development of plans and documents for one construction package with all comments from HCFCD and COH
- 2.) Updated Plans will be submitted to HCFCD 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**



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

PLEASE NOTE NEW REMIT ADDRESS:  
Please make checks payable to:  
Lockwood, Andrews & Newnam, Inc.  
PO Box 30683  
Houston, TX 77245-0683  
T: 713-366-6900

ACH/Wire Payments can be sent to:  
First National Bank  
Account: 11039078  
Routing: 101000016

Scott Bean  
Memorial City Redevelopment Authority, TRZ 17  
9410 Long Point Dr., Suite #150  
Houston, TX 77055

(E-1717) Town and Country Improvements - Construction Phase  
W88 No. N4177000-0017-4

November 30, 2017  
Invoice No: 120-11872-004-3

Professional Services from October 7, 2017 through November 17, 2017

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due	Escalation Fee
Construction Phase Services	\$40,000.00	\$44,992.42	\$32,559.94	\$12,432.48	\$35,007.50
Construction Mgmt and Inspection Services	\$425,300.00	\$61,153.14	\$26,538.47	\$34,614.67	\$164,146.86
Construction Materials Testing Services	\$269,000.00	\$1,197.72	\$0.00	\$1,197.72	\$267,402.28
<b>Total</b>	<b>\$734,300.00</b>	<b>\$107,343.28</b>	<b>\$59,098.41</b>	<b>\$46,744.87</b>	<b>\$666,556.73</b>

**CURRENT PAYMENT DUE THIS INVOICE: \$46,744.87**

Billing to Date Current \$46,744.87 Total \$107,343.28  
Prior \$59,098.41

Authorized by:  Date: 11/30/17  
Muhammad Ali

Code #1717  
11/30/2017  


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

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 662-3541  
Fax (713) 662-3708  
E-Mail: [mgs@mcgswb.com](mailto:mgs@mcgswb.com)

9400 West Hill, P.O. Box  
Suite 1500  
Austin, Texas 78799  
(512) 610-2288  
[www.mcgswb.com](http://www.mcgswb.com)

November 3, 2017

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


Client Number: 574-00

Audit of Memorial City Redevelopment Authority as of and for the year ended June 30, 2017, including distribution of the report and meeting with the Board of Directors and receiving comments from the City of Houston on the draft audit.

Annual Audit Fee	\$ 10,500.00
Postage and Report Production	250.00
Less Interim Billing	<u>8,000.00</u>
Balance Due	\$ 2,750.00

We appreciate your business!  
*Chris Swelland*

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

11/30/17  
Hou # 1717  
C  


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

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

9600 Great Hills Trail  
 Suite 150W  
 Austin, Texas 78759  
 (512) 610-2209  
[www.mgsb.com](http://www.mgsb.com)

November 1, 2017

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

Client Number: 574-00

Preparation of an agreed-upon procedures report dated August 29, 2017, for the reimbursement to T&C Way Partners, LLC for Public Improvement Land Costs.

Total Billing **\$ 3,250.00**

Code # 6034  
 11/30/2017

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

**SAL ESPARZA, INC.**

Remit To Address:  
 PO BOX 90636  
 HOUSTON, TEXAS 77290  
 281-444-2983

Date	Invoice #
10/31/17	27080

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

Quantity	Description	Rate	Amount	Project
	GROUNDS MAINTENANCE SERVICES FOR OCTOBER 2017			
1	BRIAR BRANCH BASIN	655.40	655.40	#17314
1	LUMPKIN BASIN	433.52	433.52	# 1709
<b>Balance Due</b>			\$1,088.92	

Code # 6034  
 11/30/2017

**SAL ESPARZA, INC.**

Remit To Address:  
PO BOX 90636  
HOUSTON, TEXAS 77290  
281-444-2983

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

Date	Invoice #
11/28/17	27165

Quantity	Description	S.O. No.	P.O. No.	Terms	Rate	Amount	Project
	GROUNDS MAINTENANCE SERVICES FOR NOVEMBER 2017.						
1	BRIAR BRANCH BASIN # 1731 A				655.40	655.40	
1	LUMPKIN BASIN # 1709				433.20	433.20	
<b>Balance Due</b>						<b>\$1,088.60</b>	

11/28/2017



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

November 20, 2017

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

Reference: Town & Country Blvd. and Town & Country Way  
Reconstruction and Drainage Improvements  
LAN Project No.: 120-11972-004  
WBS No. N-117000-0017-4  
SER Construction Partners, LLC Payment No. 02

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 02 in the amount of \$218,195.65 for construction services rendered through October 31, 2017.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of \$218,195.65 to SER.

The following billing information is to be used for payment:

SER Construction Partners, LLC  
3636 Pasadena Blvd.  
Pasadena, TX 77503

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

Sincerely,

*Muhammad Ali*  
Muhammad Ali, P.E.  
Project Manager

MA:rlb

Enclosures: SER Pay Est. No. 02

Code H 11/17  
11/20/17

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

Business No. : 2  
 Cut Off Date : 10/31/17  
 Estimate Date : 11/20/17

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

Project Name : Town & County Blvd. and Town & County Way Recent. And Drainage Improv  
 Contractor Name : SER Construction Partners, LLC  
 Address : 3616 Pasadena Blvd.  
 Pasadena, TX 77503

Contract Date : 7/14/2017  
 Start Date : 9/12/2017  
 Current Contract Completion Date : 9/13/2018  
 Substantial Completion Date :  
 Percentage By Time : 13.42% In Place : 7.01%  
 Date Insurance Exp. : 6/30/18 Drug Policy Due Date: N/A  
 Current M/SBBE : 0.000% Schedule Update Received : 10/20/17

**CONTRACT AMOUNT TO DATE :**  
 1. Original Contract Amount : \$200,000.00  
 2. Approved Change Orders : \$4,716,077.80  
**\$4,716,077.80**

No.	Date	Desc	Ent. Days	Amount
Total Approved Extensions : 0				
Total Change Orders to Date : \$0.00				
Approved Work Change Directives				
No.	Date	Desc	Amount	
Total Change Orders to Date : \$0.00				

**A. EARNINGS TO DATE**  
 1. Work Completed to Date : 7.01% Complete : \$94,570.31  
 2. Material Stored on Site : 0.00  
 3. Material Stored in Place : 0.00  
 4. Balanceable Accepted Not in Place : 0.00  
 5. Work Change Directives - in Place : 0.00  
**TOTAL EARNINGS TO DATE : \$94,570.31**

**B. DEDUCTIONS**  
 1. Retainage : 5% of \$94,570.31 : \$22,283.52  
 2. Retainage Release : 0% of \$94,570.31 : \$0.00  
 3. Total Retainage : \$22,283.52  
 4. Liquidated Damages : \$0.00  
 5. Assessments : \$0.00  
 6. Inspector Overhaul Costs : \$0.00  
**TOTAL DEDUCTIONS : \$22,283.52**

**C. AMOUNT DUE THIS PERIOD**  
 1. Total Earnings to Date : \$94,570.31  
 2. Total Deductions : \$22,283.52  
**\$72,286.79**

**TOTAL CONTRACT AMOUNT (includes WCDs) : \$4,716,077.80**

**TOTAL AMOUNT DUE CONTRACTOR THIS DATE : \$72,286.79**

**BALANCE REMAINING : \$4,643,791.01**

Prepared By : *Richard C. Buder*  
 Richard C. Buder

Reviewed By : *Richard C. Buder*  
 Richard C. Buder

Approved By : *Scott Bean*  
 Scott Bean, TRBZ17 Executive Director

Date : 11/20/2017 @ 8:47 AM

Printed 11/20/2017 @ 8:47 AM

Page 1 of 2

PayEstNo.02

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Amount to Date	Current Amount
1	MORTALIZATION	1	LS	\$400,000.00	\$400,000.00	0	0.50	\$200,000.00	\$200,000.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$230,000.00	1	0	\$0.00	\$0.00
2-A	SET UP	1	LS	\$60,000.00	\$60,000.00	1	0	\$0.00	\$0.00
2-B	MONTHLY	12	MON	\$14,166.67	\$170,000.00	1	1	\$14,166.67	\$28,333.33
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$30.00	\$195,000.00	0	0	\$0.00	\$0.00
4	INSTALLED PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$23.00	\$23,000.00	0	0	\$0.00	\$0.00
5	MOVED & RESET PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$6.40	\$6,400.00	0	0	\$0.00	\$0.00
6	REMOVED PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$9.80	\$9,800.00	0	0	\$0.00	\$0.00
7	LINER PROTECTION BARRIER	1,026	LF	\$3.20	\$3,283.20	0	0	\$0.00	\$0.00
8	SOODING	2,500	SY	\$4.70	\$11,750.00	0	0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,226	LF	\$2.30	\$7,419.80	0	0	\$0.00	\$0.00
10	TYPE-C MANHOLE ON VAULT-COMPLETE IN PLACE	13	EA	\$1,000.00	\$13,000.00	0	0	\$0.00	\$0.00
11	TYPE-C MANHOLE	4	EA	\$3,300.00	\$13,200.00	0	0	\$0.00	\$0.00
12	8'X8' ACCESS DOOR	1	LF	\$9,000.00	\$9,000.00	0	0	\$0.00	\$0.00
13	SEWER REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM	74	LF	\$6.00	\$444.00	0	0	\$0.00	\$0.00
14	SEWER REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM	11	LF	\$5.50	\$60.50	0	0	\$0.00	\$0.00
15	SEWER REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM	61	LF	\$7.60	\$463.60	0	0	\$0.00	\$0.00
16	SEWER REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM	56	LF	\$8.80	\$492.80	0	0	\$0.00	\$0.00
17	SEWER REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM	65	LF	\$9.20	\$598.00	0	0	\$0.00	\$0.00
18	SEWER REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM	403	LF	\$10.70	\$4,312.10	0	0	\$0.00	\$0.00
19	SEWER REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM	280	LF	\$12.10	\$3,388.00	0	0	\$0.00	\$0.00
20	SEWER REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM	714	LF	\$13.60	\$9,710.40	0	0	\$0.00	\$0.00
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$393.00	\$4,716.00	0	0	\$0.00	\$0.00

OWNER: MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-17000-0017-4

ESTIMATE 2 OCTOBER 2017

CONTRACTOR: SER CONSTRUCTION PARTNERS LLC  
 3616 PASADENA BLVD  
 PASADENA, TEXAS 77503

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-T17000-0017-4

OWNER:  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
2925 BRIAR PARK DR.  
HOUSTON, TEXAS 7704  
HARRIS COUNTY

CONTRACTOR:  
SER CONSTRUCTION PARTNERS LLC  
3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
22	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES	9	EA	\$ 404.60	\$ 3,641.40	0	0	0	\$0.00	\$0.00
23	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	0	0	0	\$0.00	\$0.00
24	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	0	0	0	\$0.00	\$0.00
25	36-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	25	LF	\$ 194.00	\$ 4,850.00	0	0	0	\$0.00	\$0.00
26	48-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	98	LF	\$ 252.60	\$ 24,754.80	0	0	0	\$0.00	\$0.00
27	TYPE C INLET	5	EA	\$ 2,200.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
28	TYPE C INLET WITH EXTENSIONS	3	EA	\$ 3,200.00	\$ 9,600.00	0	0	0	\$0.00	\$0.00
29	TYPE C INLET WITH TWO EXTENSIONS	2	EA	\$ 3,500.00	\$ 7,000.00	0	0	0	\$0.00	\$0.00
30	TYPE C1 INLET	3	EA	\$ 3,400.00	\$ 10,200.00	0	0	0	\$0.00	\$0.00
31	TYPE B8 INLET	18	EA	\$ 2,200.00	\$ 39,600.00	0	0	0	\$0.00	\$0.00
32	27-INCH FLAP GATE, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00	0	0	0	\$0.00	\$0.00
33	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE	1	LS	\$ 3,464,000.00	\$ 3,464,000.00	0	0	0	\$0.00	\$0.00
34	ADJUSTING WATER METER VAULT COVER	1	EA	\$ 1,500.00	\$ 1,500.00	0	0	0	\$0.00	\$0.00
35	TRENCH SAFETY SYSTEMS	270	LF	\$ 0.20	\$ 54.00	0	0	0	\$0.00	\$0.00
36	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 167.00	\$ 4,175.00	0	0	0	\$0.00	\$0.00
37	6-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 145.00	\$ 3,625.00	0	0	0	\$0.00	\$0.00
38	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 232.00	\$ 5,800.00	0	0	0	\$0.00	\$0.00
39	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION	270	LF	\$ 96.00	\$ 25,920.00	628	358	986	\$34,368.00	\$94,656.00
40	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	70	LF	\$ 242.00	\$ 16,940.00	0	70	70	\$16,940.00	\$16,940.00
41	12-INCH DIAMETER WATER LINE BY TRENCHLESS CONSTRUCTION	1,310	LF	\$ 70.00	\$ 91,700.00	208	455	663	\$31,850.00	\$46,410.00
42	12-INCH DIAMETER DIP WATER LINE 20-INCH STEEL CASING BY OPEN-CUT WITH RESTRAINED JOINTS	40	LF	\$ 158.00	\$ 6,320.00	0	40	40	\$6,320.00	\$6,320.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-T17000-0017-4

OWNER:  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
2925 BRIAR PARK DR.  
HOUSTON, TEXAS 7704  
HARRIS COUNTY

CONTRACTOR:  
SER CONSTRUCTION PARTNERS LLC  
3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
43	12-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	260	LF	\$ 126.00	\$ 32,760.00	126	0	126	\$0.00	\$15,876.00
44	5/8-INCH TO 1-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	5	EA	\$ 1,500.00	\$ 7,500.00	0	0	0	\$0.00	\$0.00
45	1.5-INCH TO 2-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	8	EA	\$ 2,235.00	\$ 17,880.00	0	0	0	\$0.00	\$0.00
46	4-INCH DIAMETER WET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	0	0	0	\$0.00	\$0.00
47	6-INCH DIAMETER WET CONNECTION	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
48	8-INCH DIAMETER WET CONNECTION	3	EA	\$ 3,000.00	\$ 9,000.00	0	0	0	\$0.00	\$0.00
49	12-INCH DIAMETER WET CONNECTION	1	EA	\$ 3,600.00	\$ 3,600.00	0	0	0	\$0.00	\$0.00
50	CUT, PLUG AND ABANDON EXISTING 4-INCH DIAMETER WATER LINE	2	EA	\$ 230.00	\$ 460.00	0	0	0	\$0.00	\$0.00
51	CUT, PLUG AND ABANDON EXISTING 6-INCH DIAMETER WATER LINE	1	EA	\$ 240.00	\$ 240.00	0	0	0	\$0.00	\$0.00
52	CUT & PLUG EXISTING 6-INCH F.H. LEAD	1	EA	\$ 120.00	\$ 120.00	0	0	0	\$0.00	\$0.00
53	CUT, PLUG AND ABANDON EXISTING 8-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	0	0	0	\$0.00	\$0.00
54	CUT, PLUG AND ABANDON EXISTING 12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	0	0	0	\$0.00	\$0.00
55	PLUG & CLAMP PROPOSED 12-INCH DIAMETER WATER LINE	1	EA	\$ 480.00	\$ 480.00	0	0	0	\$0.00	\$0.00
56	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH	7	EA	\$ 3,800.00	\$ 26,600.00	0	2	2	\$7,600.00	\$7,600.00
57	6-INCH DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	0	10	10	\$655.00	\$655.00
58	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	4	EA	\$ 560.00	\$ 2,240.00	0	0	0	\$0.00	\$0.00
59	12-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 9,500.00	\$ 9,500.00	0	1	1	\$9,500.00	\$9,500.00
60	16-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 10,000.00	\$ 10,000.00	0	0	0	\$0.00	\$0.00
61	STORM VAULTS CORING (SANITARY SEWER CASING INSTALLATION)	11	EA	\$ 1,000.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
62	4-FOOT DIAMETER PRECAST SANITARY MANHOLE EXTRA DEPTH, 4-FOOT DIAMETER PRECAST SANITARY	11	EA	\$ 2,000.00	\$ 22,000.00	0	0	0	\$0.00	\$0.00
63	MANHOLE	21	VL	\$ 165.00	\$ 3,465.00	0	16.18	16.18	\$2,669.70	\$2,669.70
64	MANHOLE DROPS: 8-INCH DIAMETER, ALL DEPTHS	4	EA	\$ 500.00	\$ 2,000.00	0	4	4	\$2,000.00	\$2,000.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
65	MANHOLE DROPS: 12-INCH DIAMETER, ALL DEPTHS	1	EA	\$ 800.00	\$ 800.00	0	0	0	\$0.00	\$0.00
66	REMOVE AND DISPOSE 8-INCH SANITARY SEWER	545	LF	\$ 17.00	\$ 9,265.00	0	0	0	\$0.00	\$0.00
67	REMOVE AND DISPOSE 10-INCH SANITARY SEWER	270	LF	\$ 20.00	\$ 5,400.00	0	0	0	\$0.00	\$0.00
68	REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	0	1	1	\$400.00	\$400.00
69	ABANDON AND FILL MANHOLE	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
70	ABANDON AND FILL 8-INCH DIAMETER SEWER	35	LF	\$ 12.00	\$ 420.00	0	0	0	\$0.00	\$0.00
71	ABANDON AND FILL 12-INCH DIAMETER SEWER	490	LF	\$ 20.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
72	TRENCH SAFETY SYSTEMS	1,540	LF	\$ 0.20	\$ 308.00	0	358	358	\$71.60	\$71.60
73	6-INCH SANITARY SEWER PIPE IN 12-INCH STEEL CASING BY OPEN-CUT	70	LF	\$ 140.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
74	10-INCH SANITARY SEWER PIPE IN 20-INCH STEEL CASING BY OPEN-CUT	15	LF	\$ 200.00	\$ 3,000.00	0	0	0	\$0.00	\$0.00
75	8-INCH SANITARY SEWER BY OPEN-CUT	400	LF	\$ 100.00	\$ 40,000.00	0	0	0	\$0.00	\$0.00
76	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	90	LF	\$ 108.00	\$ 9,720.00	0	0	0	\$0.00	\$0.00
77	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT WITH RESTRAINED JOINTS	20	LF	\$ 128.00	\$ 2,560.00	0	0	0	\$0.00	\$0.00
78	10-INCH SANITARY SEWER BY OPEN-CUT	255	LF	\$ 122.00	\$ 31,110.00	0	0	0	\$0.00	\$0.00
79	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	0	396	396	\$64,944.00	\$64,944.00
80	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0	0	0	\$0.00	\$0.00
81	6-INCH SANITARY SEWER LEADS	120	LF	\$ 78.00	\$ 9,360.00	0	0	0	\$0.00	\$0.00
82	TEMPORARY ASPHALT	1,000	SY	\$ 64.00	\$ 64,000.00	0	303.12	303.12	\$19,399.68	\$19,399.68
83	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)	1,200	SY	\$ 66.00	\$ 79,200.00	0	0	0	\$0.00	\$0.00
84	REMOVE AND DISPOSE OF REINFORCED CONCRETE PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY	6,250	SY	\$ 6.40	\$ 40,000.00	0	0	0	\$0.00	\$0.00
85	REMOVE AND DISPOSE OF ASPHALT PARKING LOT (INCLUDING SUBGRADE (EXTENSION ROAD))	2,000	SY	\$ 6.50	\$ 13,000.00	0	0	0	\$0.00	\$0.00
86	REMOVE AND REPLACE BRICK PAVERS	980	SY	\$ 57.60	\$ 56,448.00	0	0	0	\$0.00	\$0.00
87	REMOVE AND DISPOSE OF DRIVEWAYS ( ALL MATERIALS, ALL THICKNESSES)	650	SY	\$ 11.60	\$ 7,540.00	0	0	0	\$0.00	\$0.00
88	REMOVE AND DISPOSE OF SIDEWALKS ( ALL MATERIALS, ALL THICKNESSES)	600	SY	\$ 8.80	\$ 5,280.00	0	0	0	\$0.00	\$0.00
89	ROADWAY BORROW	2,235	CV	\$ 21.00	\$ 46,935.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
90	ROADWAY EXCAVATION	4,040	CY	\$ 21.00	\$ 84,840.00	0	0	0	\$0.00	\$0.00
91	REMOVE CONCRETE CURB, ALL HEIGHTS	1,390	LF	\$ 2.00	\$ 2,780.00	0	0	0	\$0.00	\$0.00
92	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	4,000	LF	\$ 3.40	\$ 13,600.00	0	0	0	\$0.00	\$0.00
93	CONCRETE CURB 3"	255	LF	\$ 3.40	\$ 867.00	0	0	0	\$0.00	\$0.00
94	CONCRETE CURB (TDE WALL 0" TO 24")	110	LF	\$ 80.00	\$ 8,800.00	0	0	0	\$0.00	\$0.00
95	LIME/FLY-ASH STABILIZED SUBGRADE, 8-INCH	10,400	SY	\$ 5.70	\$ 59,280.00	0	0	0	\$0.00	\$0.00
96	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	0	0	0	\$0.00	\$0.00
97	ROUNDABOUT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0	0	0	\$0.00	\$0.00
98	CROSS-WALK ACCENT PAVERS	2,250	SF	\$ 14.40	\$ 32,400.00	0	0	0	\$0.00	\$0.00
99	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	6,300	SF	\$ 10.00	\$ 63,000.00	0	0	0	\$0.00	\$0.00
100	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	0	0	0	\$0.00	\$0.00
101	10-INCH REINFORCED CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	0	0	0	\$0.00	\$0.00
102	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (TxDOT)(HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	0	0	0	\$0.00	\$0.00
103	6-INCH CEMENT STABILIZED BASE (TxDOT)	350	SY	\$ 24.00	\$ 8,400.00	0	0	0	\$0.00	\$0.00
104	6-INCH LIME TREATED SUBGRADE (TxDOT)	350	SY	\$ 10.00	\$ 3,500.00	0	0	0	\$0.00	\$0.00
105	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	0	0	0	\$0.00	\$0.00
106	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	0	0	0	\$0.00	\$0.00
107	SAW-CUT CONCRETE PAVEMENT (ALL DEPTHS)	460	LF	\$ 15.00	\$ 6,900.00	0	1253	1253	\$18,795.00	\$18,795.00
108	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	0	0	0	\$0.00	\$0.00
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0	0	0	\$0.00	\$0.00
110	4 1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	0	0	0	\$0.00	\$0.00
111	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0	0	0	\$0.00	\$0.00
112	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	5,500	SF	\$ 8.30	\$ 45,650.00	0	0	0	\$0.00	\$0.00
113	ADA ACCESSIBLE WHEELCHAIR RAMPS	50	SF	\$ 10.30	\$ 515.00	0	0	0	\$0.00	\$0.00
114	4 1/2" THICK CONCRETE SIDEWALK	380	SF	\$ 6.30	\$ 2,470.00	0	0	0	\$0.00	\$0.00
115	TRENCH DRAIN COMPLETE WITH GRATE	145	LF	\$ 60.00	\$ 8,700.00	0	0	0	\$0.00	\$0.00
116	AREA DRAINS IN HARDSCAPE	1	EA	\$ 1,000.00	\$ 1,000.00	0	0	0	\$0.00	\$0.00
117	ATRIUM DRAINS IN PLANTING	5	EA	\$ 600.00	\$ 3,000.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-T17000-0017-4

OWNER:  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
2925 BRIAR PARK DR.  
HOUSTON, TEXAS 7704  
HARRIS COUNTY

CONTRACTOR:  
SER CONSTRUCTION PARTNERS LLC  
3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
118	ADS #12 PIPE	450	LF	\$ 44.30	\$ 19,935.00	0	0	0	\$0.00	\$0.00
119	FRENCH DRAIN	173	LF	\$ 31.80	\$ 5,505.00	0	0	0	\$0.00	\$0.00
120	TREE ROOTBALL DRAINAGE PIPE	19	EA	\$ 45.00	\$ 855.00	0	0	0	\$0.00	\$0.00
121	CURB RAMPS COMPLETE AS DETAILED	44	EA	\$ 1,500.00	\$ 66,000.00	0	0	0	\$0.00	\$0.00
122	12" CONCRETE ACCENT BANDS	177	LF	\$ 20.00	\$ 3,540.00	0	0	0	\$0.00	\$0.00
123	18" CONCRETE ACCENT BANDS	42	LF	\$ 30.00	\$ 1,260.00	0	0	0	\$0.00	\$0.00
124	PAVERS IN WALKWAYS	1,800	SF	\$ 16.70	\$ 30,060.00	0	0	0	\$0.00	\$0.00
125	PAVERS IN CROSSWALKS	3,300	SF	\$ 14.30	\$ 47,190.00	0	0	0	\$0.00	\$0.00
126	CROSSWALK PAVERS EDGE	350	SF	\$ 15.60	\$ 5,460.00	0	0	0	\$0.00	\$0.00
127	PLAZA PAVERS TYPES 1	1,900	SF	\$ 16.90	\$ 32,110.00	0	0	0	\$0.00	\$0.00
128	PLAZA PAVERS TYPES 2	1,600	SF	\$ 17.80	\$ 28,480.00	0	0	0	\$0.00	\$0.00
129	DETECTABLE PAVERS	500	SF	\$ 13.80	\$ 6,900.00	0	0	0	\$0.00	\$0.00
130	TREE PAVER GRATES	8	EA	\$ 4,000.00	\$ 32,000.00	0	0	0	\$0.00	\$0.00
131	IRRIGATION SERVICE TAP AND METER	3	EA	\$ 7,000.00	\$ 21,000.00	0	0	0	\$0.00	\$0.00
132	BACKFLOW DEVICE WITH ENCLOSURE	3	EA	\$ 2,312.00	\$ 6,936.00	0	0	0	\$0.00	\$0.00
133	CONTROLLER WITH SENSORS, INSTALLED	3	EA	\$ 3,464.00	\$ 10,392.00	0	0	0	\$0.00	\$0.00
134	CONTROL VALVES WITH BOX, INSTALLED	43	EA	\$ 345.00	\$ 14,835.00	0	0	0	\$0.00	\$0.00
135	POP-UP SPRAY ZONE, COMPLETE	5,000	SF	\$ 8.10	\$ 40,500.00	0	0	0	\$0.00	\$0.00
136	DRIP TUBING ZONE, COMPLETE	15,000	SF	\$ 1.40	\$ 21,000.00	0	0	0	\$0.00	\$0.00
137	IRRIGATION MAINLINE COMPLETE WITH CONTROL WIRE	2,500	LF	\$ 3.10	\$ 7,750.00	0	0	0	\$0.00	\$0.00
138	SLEEVES	2,500	LF	\$ 13.90	\$ 34,750.00	0	0	0	\$0.00	\$0.00
139	TABLE ENSEMBLE 4 BENCH	2	EA	\$ 1,850.00	\$ 3,700.00	0	0	0	\$0.00	\$0.00
140	TABLE ENSEMBLE 3 BENCH	2	EA	\$ 1,600.00	\$ 3,200.00	0	0	0	\$0.00	\$0.00
141	TRASH RECEPTACLES	2	EA	\$ 1,100.00	\$ 2,200.00	0	0	0	\$0.00	\$0.00
142	BERMUDA SOD	2,800	SF	\$ 0.50	\$ 1,400.00	0	0	0	\$0.00	\$0.00
143	SYNTHETIC TURF	420	SF	\$ 10.40	\$ 4,368.00	0	0	0	\$0.00	\$0.00
144	30" BOX MEXICAN SYCAMORE	35	EA	\$ 1,600.00	\$ 56,000.00	0	0	0	\$0.00	\$0.00
145	100 GALLON BALD CYPRESS	76	EA	\$ 1,156.00	\$ 87,856.00	0	0	0	\$0.00	\$0.00
146	3 GALLONS INDIAN HAWTHORNE	150	EA	\$ 17.60	\$ 2,640.00	0	0	0	\$0.00	\$0.00
147	1 GALLONS NEARLY WILD ROSE	290	EA	\$ 18.70	\$ 5,423.00	0	0	0	\$0.00	\$0.00
148	4" POT SEASONAL COLOR	4,350	EA	\$ 2.90	\$ 12,615.00	0	0	0	\$0.00	\$0.00
149	4" POT ASIAN JASMINE	11,450	EA	\$ 2.90	\$ 33,205.00	0	0	0	\$0.00	\$0.00
150	1 GALLON TANGERINE BULBINE	1,010	EA	\$ 7.80	\$ 7,878.00	0	0	0	\$0.00	\$0.00
151	STEEL EDGING	300	LF	\$ 6.40	\$ 1,920.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
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OWNER:  
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HARRIS COUNTY

CONTRACTOR:  
SER CONSTRUCTION PARTNERS LLC  
3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
152	CONCRETE SEATWALLS COMPLETE WITH FOUNDATION	51	LF	\$ 70.20	\$ 3,580.20	0	0	0	\$0.00	\$0.00
153	CONCRETE PLANTER WALLS COMPLETE WITH FOUNDATION	363	LF	\$ 41.60	\$ 15,100.80	0	0	0	\$0.00	\$0.00
154	TYPE "A" PEDESTRAIN LIGHT FIXTURE W/POLE	50	EA	\$ 5,317.60	\$ 265,880.00	0	0	0	\$0.00	\$0.00
155	TYPE "B" COME ACCENT LIGHT FIXTURE W/ACCESSORIES	250	LF	\$ 693.60	\$ 173,400.00	0	0	0	\$0.00	\$0.00
156	2" PVC, SCH. 80 CONDUIT W/PULL BOXES	5,000	LF	\$ 9.80	\$ 49,000.00	0	0	0	\$0.00	\$0.00
157	3" PVC, SCH.80 CONDUIT W/ PULL BOXES	800	LF	\$ 15.00	\$ 12,000.00	0	0	0	\$0.00	\$0.00
158	NO. 12 AWG CONDUCTOR	100	LF	\$ 1.70	\$ 170.00	0	0	0	\$0.00	\$0.00
159	NO. 8 AWG CONDUCTOR	22,000	LF	\$ 1.20	\$ 26,400.00	0	0	0	\$0.00	\$0.00
160	NO. 4 AWG CONDUCTOR	1,500	LF	\$ 1.70	\$ 2,550.00	0	0	0	\$0.00	\$0.00
161	NO. 2 AWG CONDUCTOR	200	LF	\$ 2.80	\$ 560.00	0	0	0	\$0.00	\$0.00
162	DMX CABLE (BELDEN 3105A)	1,500	LF	\$ 1.80	\$ 2,700.00	0	0	0	\$0.00	\$0.00
163	SMALL PULL BOX	5	EA	\$ 635.80	\$ 3,179.00	0	0	0	\$0.00	\$0.00
164	LARGE PULL BOX	2	EA	\$ 809.20	\$ 1,618.40	0	0	0	\$0.00	\$0.00
165	ELECTRICAL SERVICE DROP W/RISER, WHEATHERHEAD, CONDUIT, WIRING AND METER	1	EA	\$ 1,734.00	\$ 1,734.00	0	0	0	\$0.00	\$0.00
166	ELECTRICAL SERVICE ENCLOSURE W/FOUNDATION, GROUNDINGS, 120/240V PANEL W/BREAKERS, LIGHTING CONTACTORS AND DMX CONTROLS	1	EA	\$ 23,470.00	\$ 23,470.00	0	0	0	\$0.00	\$0.00
167	PLACEMENT OF PERMANENT SIGNS	86	EA	\$ 498.00	\$ 42,828.00	0	0	0	\$0.00	\$0.00
168	RAISED REFLECTIVE PAVEMENT MARKERS, TYPE II-A-A	75	EA	\$ 4.60	\$ 345.00	0	0	0	\$0.00	\$0.00
169	THERMOPLASTIC PAVEMENT MARKINGS (M) 4" (SLD)	3,619	LF	\$ 0.90	\$ 3,257.10	0	0	0	\$0.00	\$0.00
170	THERMOPLASTIC PAVEMENT MARKINGS (M) 4" (BRK)	2,074	LF	\$ 0.90	\$ 1,866.60	0	0	0	\$0.00	\$0.00
171	THERMOPLASTIC PAVEMENT MARKINGS (M) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
172	THERMOPLASTIC PAVEMENT MARKINGS (M) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
173	THERMOPLASTIC PAVEMENT MARKINGS (W) 12" (SLD)	236	LF	\$ 4.00	\$ 944.00	0	0	0	\$0.00	\$0.00
174	THERMOPLASTIC PAVEMENT MARKINGS (W) 24" (SLD)	58	LF	\$ 7.50	\$ 435.00	0	0	0	\$0.00	\$0.00
175	THERMOPLASTIC PAVEMENT MARKINGS (SOLID YELLOW MEDIAN NOSE)	5	EA	\$ 138.70	\$ 693.50	0	0	0	\$0.00	\$0.00
176	THERMOPLASTIC PAVEMENT MARKINGS (WORD)	4	EA	\$ 173.40	\$ 693.60	0	0	0	\$0.00	\$0.00
177	THERMOPLASTIC PAVEMENT MARKINGS (ARROW)	10	EA	\$ 144.50	\$ 1,445.00	0	0	0	\$0.00	\$0.00



PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
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HARRIS COUNTY

CONTRACTOR:  
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3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
178	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 347.00	\$ 3,470.00	0	0	0	\$0.00	\$0.00
179	PROPOSED POLE FOUNDATIONS	20	EA	\$ 2,200.00	\$ 44,000.00	0	0	0	\$0.00	\$0.00
180	PROPOSED LIGHTING CONDUIT (2-INCH PVC)	2,685	LF	\$ 12.10	\$ 32,488.50	0	0	0	\$0.00	\$0.00
181	PROPOSED PULL BOXES	5	EA	\$ 400.00	\$ 2,000.00	0	0	0	\$0.00	\$0.00
182	6-INCH LINE STOP	3	EA	\$ 5,500.00	\$ 16,500.00	0	0	0	\$0.00	\$0.00
183	RE-MOBILIZATION/ DE-MOBILIZATION	1	LS	\$ 28,900.00	\$ 28,900.00	0	0	0	\$0.00	\$0.00
184	GROUND WATER TRENCH DEWATERING	1,450	LF	\$ 28.90	\$ 41,905.00	0	0	0	\$0.00	\$0.00
185	EXCAVATION AROUND OBSTRUCTIONS	200	CY	\$ 17.00	\$ 3,400.00	0	0	0	\$0.00	\$0.00
186	EXTRA HAND EXCAVATION	200	CY	\$ 23.10	\$ 4,620.00	0	0	0	\$0.00	\$0.00
187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	0	0	0	\$0.00	\$0.00
188	EXTRA PLACEMENT OF BACKFILL (CEMENT STABILIZED SAND OR GRANULAR FILL)	200	CY	\$ 23.00	\$ 4,600.00	0	0	0	\$0.00	\$0.00
189	6-INCH OVER EXCAVATION OF TRENCH BOTTOM	2,500	CY	\$ 11.60	\$ 29,000.00	0	0	0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTINGS IN PLACE	4	EA	\$ 474.00	\$ 1,896.00	0	0	0	\$0.00	\$0.00
191	EXTRA FITTINGS IN PLACE	8	EA	\$ 2,312.00	\$ 18,496.00	0	0	0	\$0.00	\$0.00
192	WATER METER VAULT COVER	1	EA	\$ 2,890.00	\$ 2,890.00	0	0	0	\$0.00	\$0.00
193	8-INCH SANITARY SEWER PLUG & CLAMP	3	EA	\$ 147.00	\$ 441.00	0	0	0	\$0.00	\$0.00
194	CUT & PLUG PROPOSED 4-INCH DIAMETER WATER LINE	2	EA	\$ 120.50	\$ 241.00	0	0	0	\$0.00	\$0.00
195	CUT & PLUG PROPOSED 6-INCH DIAMETER WATER LINE	1	EA	\$ 132.00	\$ 132.00	0	0	0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACKFILL	300	CY	\$ 46.20	\$ 13,860.00	0	0	0	\$0.00	\$0.00
197	EXTRA MACHINE EXCAVATION	150	CY	\$ 11.60	\$ 1,740.00	0	0	0	\$0.00	\$0.00
198	EXTRA PLACEMENT OF SELECT BACKFILL MATERIAL	150	CY	\$ 20.80	\$ 3,120.00	0	0	0	\$0.00	\$0.00
199	STREET CUT PERMITS				\$ 5,000.00	0	0	0	\$0.00	\$0.00
200	TxDOT PERMIT				\$ 5,000.00	0	0	0	\$0.00	\$0.00
201	WORK CHANGE DIRECTIVES				\$ 250,000.00	0	0	0	\$0.00	\$0.00
202	CENTERPOINT STREET LIGHTING				\$ 10,000.00	0	0	0	\$0.00	\$0.00

CONTRACT AMOUNT	\$ 8,478,677.80		
WORK COMPLETED TO DATE	\$ 594,570.31	\$229,679.65	\$594,570.31
LESS RETAINAGE	\$ 29,728.52		

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-T17000-0017-4

OWNER:  
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ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
	TOTAL LESS RETAINAGE				\$ 564,841.80					
	ADJUSTMENTS				\$ -					
	LESS PREVIOUS REQUESTED				\$346,646.13					
	AMOUNT DUE THIS MONTH				\$218,195.66					


Town and Country Reconstruction  
WBS No. N-T17000-0017-4

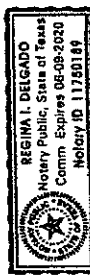
CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS

Document 00642

CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS

The undersigned, William Jones, states that he is the Project Manager of Contractor SER Construction Partners, LLC and that he 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-T17000-0017-4 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.

SWORN AND SUBSCRIBED before me on \_\_\_\_\_  
Date 11-9-2017  
  
Notary Signature  
Notary Public in and for the State of TEXAS  
REGINA I. DELGADO  
Print or type name  
My Commission Expires: 06-09-2020  
Expiration Date



END OF DOCUMENT

00642-1  
'02-01-2004

PARTIAL WAIVER AND RELEASE  
ON PROGRESS PAYMENT

Contractor: SER Construction Partners, LLC  
Owner: Memorial City Redevelopment Authority  
Project: TOWN & COUNTRY BOULEVARD AND TOWN & COUNTRY WAY RECONSTRUCTION AND DRAINAGE IMPROVEMENTS FROM BELTWAY 8 FRONTAGE ROAD TO TOWN & COUNTRY LN. FROM TOWN & COUNTRY WAY TO IH-10 FRONTAGE ROAD (WBS No. N-T17000-0017-4)

On receipt by SER CONSTRUCTION PARTNERS, LLC, a Texas limited liability company (the "Contractor") of a check from MEMORIAL CITY REDEVELOPMENT AUTHORITY (the "Owner") in the sum of \$211,621.31 payable to the Contractor, 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 Contractor's position that the Contractor has on the property of the Owner with respect to Contractor's work on the Project.


This release covers a progress payment for all labor, services, equipment, or other materials furnished to the property or to the Owner for the Project as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished and not covered by the payment referenced herein.

Before any recipient of this document relies upon this document, the recipient should verify evidence of payment to the Contractor.

The Contractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full all of the Contractor'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: 11-9-2017

SER CONSTRUCTION PARTNERS, LLC,  
a Texas limited liability company

By:   
Name: William Jones  
Title: Project Manager



SWA

WORK ORDER # 16  
 Date: November 20, 2017  
 Invoice No: 171607  
 For Period: October  
 Project No: RHTS801.B  
 Project Manager: Rhett Rentrop

To: Memorial City Redevelopment  
 Authority/Houston TRZ, 17  
 Attn: Linda Clayton  
 c/o Hawes Hill and Associates LLP  
 PO Box 22167  
 Houston, TX 77227-2167

Project CIP 1717 Town & Country West Drainage and Mobility Improvements CA

WORK PERFORMED:  
 Construction Phase Services.  
 Professional Services from October 1, 2017 to October 31, 2017

Total Fee	28,720.00	Total Earned	6,835.60
Percent Complete	23.00	Previous Fee Billing	5,944.00
		Current Fee Billing	891.60
		Total Fee	891.60

Total Due this Invoice \$891.60

Code # 1717  
 11/30/2017

Remit to:  
 SWA Group  
 PO Box 5904  
 Sausalito, CA 94968  
 +1.415.332.5100

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

SWA

Work Order # 12 CIP T-1732A/B  
 Date: November 24, 2017  
 Invoice No: 171680  
 For Period: October  
 Project No: RHTS802  
 Project Manager: James Vick

To: Memorial City Redevelopment  
 Authority/Houston TRZ, 17  
 Attn: Linda Clayton  
 c/o Hawes Hill and Associates LLP  
 PO Box 22167  
 Houston, TX 77227-2167

Project North Gessner DD CD

WORK PERFORMED:  
 Site Visits; Preliminary Design; Design Conferences and Coordination; Management Districts Design  
 Coordination.  
 Professional Services from October 1, 2017 to October 31, 2017

Principals	Hours	Rate	Amount
Vick, James	8.00	235.00	1,880.00

Total Fee Due This Invoice 1,880.00  
 Total Due this Invoice \$1,880.00

Total Budget:	\$243,620.00
Prior Billed:	\$45,440.50
Current:	\$1,880.00
Billed to Date:	\$47,320.50
Percent Complete:	19%
Remaining Budget:	\$196,299.50

Code # 1732A  
 11/30/2017

Remit to:  
 SWA Group  
 PO Box 5904  
 Sausalito, CA 94968  
 +1.415.332.5100

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

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



**HOUSTON:**  
 3200 Travis Street  
 Suite 200  
 Houston, TX 77006  
 (713) 951-7951  
 THEGOODMANCORP.COM

# PROGRESS REPORT

**AUSTIN:**  
 911 W. Anderson Lane  
 Suite 200  
 Austin, TX 78757  
 (512) 236-8002

## Invoice

Bill To  
 Scott Bean  
 Hawes Hill Calderon LLP  
 9610 Long Point #130  
 Houston, TX 77055

Date	10/31/2017
Invoice #	10-2017-17

Item	Description	Rate	Prior %	Cur %	Amount	Project
Contract Services	Task 1 - Completion of Project Planning Documentation in Support of a Full Grant Application	22,520.50	20%	15.00%	3,375.08	BUN100
Contract Services	Task 2 - Project Support, Pursuit of Funding, and Grant Application Preparation	16,508.50	5%	5.00%	825.43	

<b>Total</b>	\$4,203.51
<b>Balance Due</b>	\$4,203.51

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

Code# 6382  
 11/20/17

**To:** Scott Bean, Memorial City Redevelopment Authority Executive Director;  
 Karen Glynn, P.E., City of Bunker Hill Administrator  
**From:** Donnie Arbeau, Greg Goodman  
**Date:** November 1, 2017  
**Re:** Pursuit of Funding for Memorial Drive Related Projects (BUN100) - October 2017

Task	Previous % Complete	Current % Complete
1 - Completion of Project Planning Documentation in Support of a Full Grant Application	20%	35%

**Comment:** TGC continues to coordinate with project partners to develop the project planning document to support the project and grant application. LANs work on the MCRA portion of the project (Memorial Drive) is critical to completing the planning document. TGC continues to coordinate with LAN on the execution and timeline for that scope of work. TGC has also continued coordinating with RPS (PM, Mike McClung) on the BHV portion of the project. RPS has agreed with TGC's TxDOT Design standards review and recommendations. TGC is awaiting RPS modifications to the preliminary schematic and updated cost estimate. Of particular importance will be coordination meetings with both engineering firms to ensure the entire corridor is seamlessly engineered and designed to TxDOT standards. These meetings will commence as soon as LAN is underway with their scope of work.

Work on the environmental assessment and cost benefit analysis for the project is progressing well. Once TGC receives the MCRA schematic and cost estimate, this work will be completed soon after.

TGC has also developed a draft Inter-local Agreement to outline project partner roles for the joint pursuit of funding in the 2019-2022 Houston-Galveston Area Council (H-GAC) Transportation Improvement Program (TIP) Call for Projects. The ILA has been forwarded to the project partners for their review, feedback, and finalization. The ILA will be included with the pending TIP application submission to H-GAC.

Task	Previous % Complete	Current % Complete
2 - Project Support, Pursuit of Funding, and Grant Application Preparation	5%	10%

**Comment:** TGC staff continues to monitor H-GAC for developments regarding the next discretionary Call-for-Projects. Understanding H-GAC's vision, goals, development framework, ranking criteria, and cost/benefits, are key to submit competitive and fundable projects. For the month of October, of particular note was the preliminary Investment Priorities (developed by H-GAC staff) that were presented to various H-GAC subcommittees. TGC staff has reviewed the document and will follow-up with representatives from your agency.

During the month of October, TGC attended a number of H-GAC meetings:  
 RTP Meeting - October 12, 2017

THE GOODMAN CORPORATION

- Technical Advisory Committee (TAC) - October 18, 2017
- Mobility Working Group Meeting - October 18, 2017
- TIP Subcommittee Meeting - October 19, 2017
- Transportation Policy Committee (TPC) - October 27, 2017

TGC also continues to monitor additional funding opportunities for municipal, regional, state, and federal agencies that are specific to transportation and infrastructure improvements. IGM has additional news and updates on local, regional, state, and federal matters.

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

**Invoice**

Bill To	Ma. Michelle Ledon ETI Bookkeeping Services P.O. Box 73109 Houston, TX 77273
Date	11/20/2017
Invoice #	11-3017-2

Item	Description	Rate	Prior %	Curr %	Amount	Project
Contract Services	Task 1 - Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive	30,000.00	50%	10.00%	3,000.00	1732A
Contract Services	Task 2 - Program Management, Oversight, and Intergovernmental Coordination for North Glasscock	100,000.00	65%	10.00%	10,000.00	1732A

<b>Total</b>	\$13,000.00
<b>Balance Due</b>	\$13,000.00

Code # See Above  
 11/28/2017

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



11/10/2017

Invoice #: 43015270

**Bill To:**

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

**Invoice** **Balance Due: \$16,000.00**

Description	Amount
Professional consulting and administrative fee, November and December 2017	\$16,000.00

**Terms: C.O.D.**

Total Amount: \$16,000.00

Owed As Of: 11/10/2017

*Code # 6340*

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

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**AGENDA MEMORANDUM**

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

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5. Conduct the annual review of the Investment Policy and Adopt the Resolution Regarding the Annual Review of the Investment Policy and Adoption of the Amended Investment Policy.



RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY  
AND ADOPTION OF AMENDED INVESTMENT POLICY

WHEREAS, Memorial City Redevelopment Authority aka TIRZ 17 Redevelopment Authority (the "Authority") has been legally created and has such authority as granted by state law and as delegated to the Authority by the City of Houston, Texas (the "City"); and

WHEREAS, the Authority desires to open accounts, invest funds, and undertake such other financial matters on behalf of the Authority necessary to implement the Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone Number Seventeen, City of Houston, Texas; and

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

WHEREAS, the Board of Directors wishes to adopt an Amended Investment Policy for the Authority attached hereto, pursuant to Chapter 2256, Texas Government Code, as amended from time to time; Now, Therefore,

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

Section 1: The Board of Directors has conducted its annual review of the Authority's Investment Policy dated February 28, 2012.

Section 2: The Board of Directors has determined to amend the Authority's Investment Policy and hereby adopts the Amended Investment Policy attached hereto.

Section 3: The provisions of the Amended Investment Policy shall remain in effect until modified by action of the Board of Directors.

PASSED AND APPROVED on December 5, 2017.

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Chair, Board of Directors

ATTEST:

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Secretary, Board of Directors

## AMENDED INVESTMENT POLICY

This Amended Investment Policy (the "Policy" or "Investment Policy") is adopted by the Board of Directors of Memorial City Redevelopment Authority aka TIRZ 17 Redevelopment Authority (the "Authority") pursuant to Chapter 2256 of the Texas Government Code.

### ARTICLE I PURPOSE

#### Section 1.01. Purpose.

This Policy with respect to Authority investments has been adopted to establish the principles and criteria by which the funds of the Authority should be invested and secured and to comply with various provisions of Texas law relating to the investment and security of funds of local government corporations (the "Investment Laws"). As of the date of the adoption of this Policy, the following laws are applicable to the investment of the Authority's funds: Chapter 2256, Texas Government Code; Chapter 2257, Texas Government Code; Chapter 791, Texas Government Code; and Chapter 404.101 et seq., Texas Government Code. The Investment Laws generally provide the minimum criteria for the authorized investment and security of the Authority's funds and require the Authority to adopt rules to ensure the investment of Authority funds in accordance with such laws. This Policy will specify the scope of authority of Authority Officials who are responsible for the investment of Authority funds.

### ARTICLE II DEFINITIONS

#### Section 2.01. Definitions.

Unless the context requires otherwise, the following terms and phrases used in this Policy shall mean the following:

- A. "Authorized Collateral" means any means or method of securing the deposit of Authority funds authorized by Chapter 2257, Texas Government Code.
- B. "Authorized Investment" means any security which the Authority is authorized to invest under Chapter 2256, Texas Government Code.
- C. "Board" means the Board of Directors of the Authority.
- D. "Collateral" means any means or method of securing the deposit of Authority funds under Article V hereof.
- E. "Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.

- F. "Director" means a person appointed to serve on the Board of Directors of the Authority.
- G. "Authority Officials" means the Investment Officer, Authority Directors, officers, Employees, and persons and business entities engaged in handling the investment of Authority funds.
- H. "Employee" means any person employed by the Authority, but does not include independent contractors or professionals hired by the Authority as outside consultants, such as the Authority bookkeeper or accountant or the Authority's financial advisor.
- I. "FDIC" means Federal Deposit Insurance Corporation.
- J. "Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- K. "Investment Officer(s)" means the Director(s) or Employee(s) of the Authority appointed from time to time by the Board or independent contractor(s) or a person with whom the Authority has contracted to invest and reinvest the funds of the Authority held in its various accounts.
- L. "Public Agency" means a state or a political or governmental entity, agency, instrumentality, or subdivision of a state, including a municipality, an institution of higher education as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital.
- M. "Texas Financial Institution" means a bank that has its main office or a branch office in the State of Texas.

ARTICLE III  
GENERAL PROVISIONS

Section 3.01. General Investment Strategy.

The Authority's general investment strategy shall be to invest so as to accomplish the following objectives, which are listed in the order of importance:

- A. Understanding of the suitability of the investment to the financial requirements of the Authority;
- B. Preservation and safety of principal;
- C. Liquidity;

- D. Marketability of the investment if the need arises to liquidate the investment before maturity;
- E. Diversification of the investment portfolio; and
- F. Yield.

Section 3.02. Diversification.

The Authority shall diversify its portfolio to minimize the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments shall always be selected that provide for stability of income and reasonable liquidity.

Section 3.03. Provisions Applicable to All Fund Groups.

- A. All funds of the Authority shall be invested only in accordance with this Policy and shall comply with any additional requirements imposed by Indentures of Trust and Bond Resolutions of the Authority and applicable state law or federal tax law, including the Investment Laws.
- B. The Board, by separate resolution, may provide that the Authority's bookkeeper may withdraw or transfer funds from and to accounts of the Authority only in compliance with this Policy.
- C. No fund groups shall be pooled for the purposes of investment, e.g. the funds in the Pledged Revenues Fund and in the Surplus Fund shall not be commingled or pooled for purposes of investment.

Section 3.04. Annual Review.

The Board shall review this Investment Policy at least annually and adopt a resolution confirming the continuance of the Investment Policy without amendment or adopt an Amended Investment Policy.

ARTICLE IV  
INVESTMENTS

Section 4.01. Authorized Investments.

Unless specifically prohibited by law or elsewhere by this Policy, Authority monies in any of its fund groups may be invested and reinvested only in the following types of investments:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities; including the Federal Home Loan Banks; also

including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities; including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;
- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- E. Bonds issued, assumed, or guaranteed by the State of Israel;
- F. Interest-bearing banking deposits that comply with the Investment Act;
- G. Certificates of deposit and share certificates that comply with the Investment Act;
- H. No-load money market mutual funds that comply with the Investment Act;
- I. No-load mutual funds that comply with the Investment Act; and
- J. An investment pool that complies with the Investment Act, specifically TexPool, TexPool Prime, TexStar, and Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS").

An entity is not required to liquidate investments that were authorized investments at the time of purchase. However, an investment that required a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Investment Officer shall monitor rating changes in investments as required by the Investment Act and shall take all prudent measures that are consistent with the investment policy to liquidate an investment that does not have the minimum rating.

#### Section 4.02. Prohibited Investments.

Notwithstanding anything to the contrary stated herein, no funds of the Authority may be invested in the following or in any other type of investment

prohibited by the Investment Act or other applicable law:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal (IO's);
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest (PO's);
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years;
- D. Collateralized mortgage obligations the interest rate of which are determined by an index that adjusts opposite to the changes in the market index (inverse floaters); or
- E. Investments prohibited by Chapter 2270, Texas Government Code.

With respect to bond proceeds, reserves, or funds held for debt service, no-load mutual funds shall be a prohibited investment. Additional limitations placed on investing in no-load mutual funds by the Investment Act may further prohibit the investment in such funds.

## ARTICLE V COLLATERAL

### Section 5.01. Policy of Securing Deposits of Authority Funds – Applicable to All Deposited Authority Funds.

- A. The Authority recognizes that FDIC (or its successor) insurance is available for Authority funds deposited at any one Texas Financial Institution (including branch banks) only up to a federally determined maximum (including accrued interest) for each of the following: (i) demand deposits; (ii) time and savings deposits; and (iii) deposits made pursuant to an indenture or pursuant to law in order to pay bondholders or noteholders. It is the policy of the Authority that all deposited funds in each of the Authority's accounts shall be insured by the FDIC, or its successor, and to the extent not insured, shall be secured by Collateral pledged to the extent of the fair market value of the principal amount deposited plus accrued interest as required by the Collateral Act.
- B. If it is necessary for the Authority's depositories to pledge Collateral to secure the Authority's deposits, the Authority must obtain an executed Collateral pledge agreement (also known as a depository pledge agreement) meeting the following conditions: (1) the Collateral pledge

agreement must be in writing; (2) the Collateral pledge agreement must be approved by the depository's board of directors or loan committee; (3) the depository's approval of the Collateral pledge agreement must be reflected in the minutes of the meeting of the depository's board or loan committee approving same; and (4) the Collateral pledge agreement must be kept in the official records of the depository. The depository must provide to the Investment Officer or Authority Officials with written proof of the depository's approval of the pledge agreement as required herein in a form acceptable to the Authority. A signed or certified copy of the minutes of the meeting of the depository's board or loan committee reflecting the approval of the Collateral pledge agreement or other written documentation of such approval acceptable to the Investment Officer will be accepted. It is the preference of the Board that all requirements of this section be met prior to the deposit of any Authority funds in such financial institution when a pledge of Collateral is required; however, the Board recognizes that compliance with this preference might not be practicable due to time constraints for making a deposit. In such event, the Board directs the Investment Officer and Authority Officials to proceed diligently to have such agreement approved and documented to assure prompt protection of the Authority's funds. If the decision is made to forego the protection of a Collateral pledge agreement with any depository, the Authority bookkeeper or accountant shall be responsible for maintaining the balance of deposit(s) in such depository plus any accrued but unpaid interest at or below FDIC insurance levels.

- C. Collateral pledged by a depository shall be held in safekeeping at an independent third party institution, and the Authority bookkeeper or accountant shall obtain safe-keeping receipts from the Texas Financial Institution or the safekeeping institution that reflect that Collateral as allowed by this Investment Policy and in the amount required was pledged to the Authority. Principal and accrued interest on deposits in a financial institution shall not exceed the FDIC's, or its successor's, insurance limits or the market value of the Collateral pledged as security for the Authority's deposits. It is the preference of this Board that there be no sharing, splitting or co-tenancy of Collateral with other secured parties or entities; however, in the event that a depository cannot accommodate this preference due to the denominations of the securities to be pledged, the Board directs the Investment Officer and Authority Officials to obtain appropriate protections in the pledge agreement with the depository to assure that the Collateral is liquidated and the funds distributed appropriately to all parties with a security interest in such Collateral. The Authority bookkeeper or accountant shall monitor the pledged Collateral to assure that it is pledged only to the Authority, review the fair market value of the Collateral to ensure that the Authority's funds are fully

secured, and report periodically to the Investment Officer and the Board regarding the Collateral.

- D. The Authority's funds deposited in any Texas Financial Institution, to the extent that they are not insured, may be secured by the pledge of any of the following:
- (1) Surety bonds;
  - (2) An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
  - (3) A general or special obligation issued by a Public Agency that is payable from taxes, revenues, or a combination of taxes and revenues;
  - (4) A fixed-rate collateralized mortgage obligation that has an expected weighted average life of ten (10) years or less and does not constitute a "high-risk mortgage security" under the Collateral Act;
  - (5) A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" under the Collateral Act;
  - (6) A letter of credit issued by a federal home loan bank; or
  - (7) A security in which a public entity may invest under the Investment Act. As of the date of this Agreement, the following are the securities in which a public entity may invest under the Investment Act and, therefore, may be used as Collateral:
    - (a) Obligations, including letters of credit, of the United States or its agencies and instrumentalities; including Federal Home Loan Banks; also including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;
    - (b) Direct obligations of the State of Texas or its agencies and instrumentalities;
    - (c) Collateralized mortgage obligations directly issued by a federal agency or instrumentality or the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
    - (d) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the



full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities; including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

- (e) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent;
- (f) Bonds issued, assumed, or guaranteed by the State of Israel;
- (g) Certificates of deposit and share certificates that comply with the Investment Act;
- (h) Interest-bearing banking deposits that comply with the Investment Act;
- (i) Repurchase agreements that comply with the Investment Act;
- (j) Banker's acceptances that comply with the Investment Act;
- (k) Commercial paper that complies with the Investment Act;
- (l) No-load money market mutual funds that comply with the Investment Act; and
- (m) No-load mutual funds that comply with the Investment Act.

Investments with minimum required ratings do not qualify as authorized investments during the period the investment does not have the minimum rating. The Investment Officer shall monitor rating changes in investments as required by the Investment Act and shall take all prudent measures that are consistent with the Policy to liquidate investments that do not have this minimum rating.

Notwithstanding anything to the contrary provided above, the following may not be used as Collateral and are not authorized as investments for the Authority under the Investment Act:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

- C. Collateralized mortgage obligations that have a final stated maturity date of greater than ten (10) years other than those listed in Section 5.01(D)(4) and 5.01(D)(5) above;
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; or
- E. Investments prohibited by Chapter 2270, Texas Government Code.

ARTICLE VI  
INVESTMENT OFFICER

Section 6.01. Investment Officer.

From time to time, the Authority shall appoint one (1) or more of its Directors or Employees or contract with a person to serve as Investment Officer(s) to handle the investment of Authority funds. Authority granted to a person to invest the Authority's funds is effective until rescinded by the Authority, until the expiration of the Director's term or the termination of the person's employment, engagement by, or contract with the Authority. The Investment Officer(s) shall be responsible for investing Authority funds in accordance with this Policy. The Investment Officer(s) shall invest the Authority's funds, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived, with all investment decisions to be governed by the following objectives in order of priority: (a) preservation and safety of principal; (b) liquidity; and (c) yield. Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs.

Section 6.02. Training.

The Investment Officer(s) shall attend training sessions and receive the number of hours of instruction as required by the Investment Laws. The Authority bookkeeper shall also attend the same number and type of investment training sessions as those required for the Investment Officer(s) of municipal utility districts pursuant to Section 2256.008(b), Texas Government Code.

Section 6.03. Reporting by the Investment Officer and Authority Officials.

Not less than quarterly and within a reasonable time after the end of the period reported, the Investment Officer with the assistance of Authority Officials, if applicable, shall prepare and submit to the Board a written report of the investment transactions for all funds of the Authority for the preceding reporting period. The report must (1) describe in detail the investment position of the Authority on the date of the report, (2) be prepared jointly by all the Investment Officers of the Authority, if the Authority appoints more than one, (3) be signed by all Investment Officers and Authority Officials

who prepare the report, (4) contain a summary statement of each pooled fund group that states (i) the beginning market value for the reporting period and ending market value for the period, and (ii) the fully accrued interest for the reporting period, (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested, (6) the maturity date of each separately invested asset that has a maturity date, (7) the Authority fund for which each individual investment was acquired, and (8) the compliance of the investment portfolio as it relates to this Policy and the Investment Act. If the Authority invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Section 6.04. Assistance with Certain Duties of the Investment Officer.

The Board hereby authorizes and directs the Authority's bookkeeper or accountant and any other Authority Officials requested by the Investment Officer to assist the Investment Officer(s) with any of his duties, including but not limited to the following:

- A. Presenting a copy of the Policy to any business organization seeking to sell an investment to the Authority and obtaining the necessary written certification from such seller referred to in this section;
- B. Handling investment transactions and monitoring adverse rating changes, which would cause an investment to lose its minimum rating;
- C. Preparing and submitting to the Board the written report of all investment transactions for the Authority as required by this section;
- D. Researching investment options and opportunities;
- E. Obtaining written depository pledge agreements as required herein;
- F. Obtaining safe-keeping receipts from the financial institution which serves as a depository for pledged Collateral; and
- G. Reviewing the market value of the Authority's investments and of the Collateral pledged to secure the Authority's funds.

ARTICLE VII  
PROCEDURES FOR INVESTMENT OF AUTHORITY MONIES

Section 7.01. Qualified Broker/Dealers.

The Board, by written resolution, shall establish a list of qualified broker/dealers with whom the Authority may engage in investment transactions. The Board shall, at least annually, review, revise, and adopt such list.

Section 7.02. Disclosures of Relationships with Entities Offering to Enter into Investment Transactions with the Authority.

Investment Officers shall refrain from personal business activities that could conflict with the proper execution of the investment policy, or which could impair their ability to make impartial investment decisions. The Investment Officer(s) and the Authority Officials shall disclose in writing (a) any "personal business relationship" with a business organization offering to engage in an investment transaction with the Authority and (b) any relationship within the second degree by affinity or consanguinity, as determined by Chapter 573, Texas Government Code, to any individual seeking to sell an investment to the Authority, as required by the Investment Act. The existence of a "personal business relationship" shall be determined in accordance with the Investment Act. Such disclosure statement shall be filed with the Board and the Texas Ethics Commission.

Section 7.03. Certifications from Sellers of Investments.

The Investment Officer(s) or the Authority Officials shall present this Policy to any business organization (as defined by the Investment Act) offering to engage in an investment transaction with the Authority and obtain the certificate that such business organization has reviewed the Policy as provided in the Investment Act. This certificate shall be in a form acceptable to the Authority and shall state that the business organization has received and reviewed the Policy and has acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions with the Authority that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Authority's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority. Neither the Investment Officer nor the Authority Officials shall purchase or make any investment from a business organization that has not delivered to the Authority this required certification. A form of certificate acceptable to the Authority is attached hereto as **Exhibit 'A.'**

Section 7.04. Solicitation of Bids for Certificates of Deposit.

Bids for certificates of deposit may be solicited orally, in writing, electronically or in any combination of those methods.

Section 7.05. Settlement Basis.

All purchases of investments, except investment in investment pools or in mutual funds, shall be made on a delivery versus payment basis. The safekeeping entity for all Authority investments and for all Collateral pledged to secure Authority funds shall be one approved by the Investment Officer(s).

Section 7.06. Monitoring of the Market Value of Investments and Collateral and Rating of Investments.

A. The Investment Officer(s), with the help of such Authority Officials as needed, shall determine the market value of each investment and of all Collateral pledged to secure deposits of Authority funds at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the investment report. The following methods shall be used:

1. Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
2. Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
3. Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
  - (a) the lower of two (2) bids obtained from securities broker/dealers for such security;
  - (b) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
  - (c) the bid price published by any nationally recognized security pricing service; or
  - (d) the market value quoted by the seller of the security or the owner of such Collateral.
4. Other investment securities with a remaining maturity greater than one year shall be valued at the lower of two (2) bids obtained from securities broker/dealers for such security, unless two (2) bids are not available, in

which case the securities may be valued in any manner provided in 7.06(A)(3) hereof.

B. The Investment Officer(s), with the help of such Authority Officials as needed, shall monitor rating changes for each investment required to have a minimum rating.

## ARTICLE VIII INVESTMENT STRATEGIES FOR EACH FUND

### Section 8.01. Investment Strategy for the Operating Fund.

Funds in the Operating or General Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board. Operating Funds shall not be invested for longer than one (1) year.

### Section 8.02. Investment Strategy for the Pledged Revenue Fund.

Funds in the Pledged Revenue Fund shall be invested to meet the cash flow requirements of the Authority, including transfers to the Debt Service Fund, the Debt Service Reserve Fund if required, the Rebate Fund and the Surplus Fund in compliance with any requirements under applicable Indentures of Trust and bond resolutions. The Pledged Revenue Fund shall not be invested for longer than six months.

### Section 8.03. Investment Strategy for the Debt Service Funds.

Debt Service Funds (when an account for such funds is created) shall be invested to mature so as to meet required semi-annual debt service payment dates for each issue of bonds and in compliance with any requirements under applicable bond resolutions. It shall be the policy of the Authority that Debt Service Funds shall not be invested for longer than one (1) year, nor shall they be invested in no-load mutual funds. It shall also be the policy of the Authority that the Debt Service Reserve Funds shall not be invested for longer than one year.

### Section 8.04. Investment Strategy for the Project Fund.

Funds in the Project Fund shall be invested to meet the operating and cash flow requirements of the Authority's capital projects as determined by the capital improvements program and annual operating budget adopted by the Board of Directors. Funds in the Project Fund shall not be invested for longer than one year.

### Section 8.05. Investment Strategy for the Rebate Fund.

Funds in the Rebate Fund shall be invested in compliance with any requirements under applicable Indentures of Trust and bond resolutions. Funds in the Rebate Fund shall not be invested for longer than one year.

Section 8.06. Investment Strategy for the Surplus Fund.

Funds in the Surplus Fund shall be invested to meet the operating and cash flow requirements of the Authority as determined by the annual operating budget adopted by the Board of Directors. Funds in the Surplus Fund shall not be invested for longer than one year.

ARTICLE IX  
MISCELLANEOUS

Section 9.01. Superseding Clause.

This Policy supersedes any prior policies adopted by the Board of Directors regarding investment or securitization of Authority Funds.

Section 9.02. Open Meeting.

The Board officially finds, determines and declares that this Investment Policy was reviewed, carefully considered, and adopted at a regular meeting of the Board, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at a place readily accessible and convenient to the public within the Authority and on a bulletin board located at a place convenient to the public at the City of Houston for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting had been open to the public as required by law at all times during which this Policy was discussed, considered and acted upon. The Board further ratifies, approves and confirms such written notice and the contents and posting thereof.

Exhibit A

CERTIFICATE OF COMPLIANCE FROM SELLERS OF INVESTMENTS  
AS REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT

To: Memorial City Redevelopment Authority (the "Authority")

From: \_\_\_\_\_  
[Name of the "qualified representative" [Office such person holds] of the  
business organization offering to engage in an investment transaction with the  
Authority]

of \_\_\_\_\_ (the "Business Organization")  
[name of financial institution, business organization or investment pool]

Date: \_\_\_\_\_, 20\_\_\_\_

In accordance with the provisions of Chapter 2256 of the Texas Government Code, I hereby certify that:

1. I am a "qualified representative" of the Business Organization offering to enter an investment transaction with the Authority, as applicable, as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code, and that I meet all requirements under such act to sign this Certificate.
2. The Business Organization, anticipates selling to the Authority investments that comply with the Authority's Investment Policy and the Investment Act (collectively referred to herein as the "Investments").
3. The Business Organization or a registered investment professional that services the Authority's account, as applicable, have received and reviewed the Investment Policy, which the Authority has represented is the complete Investment Policy of the Authority now in full force and effect. The Authority has further acknowledged that the Business Organization, may rely upon the Investment Policy until the Authority provides the Business Organization with any amendments to or any newly adopted form of the Investment Policy.



4. The Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions between the Authority and the Business Organization that are not authorized by the Investment Policy, except to the extent that this authorization is dependent upon an analysis of the Authority's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.
5. The Business Organization has reviewed, or will review prior to sale, the terms, conditions and characteristics of the investments to be sold to the Authority and determined (i) that each of the Investments is an authorized investment for local governments under the Investment Act; (ii) each of the Investments is an authorized investment under the Investment Policy; and (iii) none of the Investments is prohibited by Chapter 2270, Texas Government Code. The Business Organization makes no representation as to whether any limits on the amount of Authority monies to be invested in the Investments exceeds or in any way violates the Investment Policy.
6. The Business Organization makes no representations or guarantees regarding the prudence, reasonableness or adequacy of the Investment Policy, but represents its compliance with Chapter 2270, Texas Government Code.
7. The Business Organization has attached hereto, for return to the Authority, or will provide a prospectus or disclosure document for each of the Investments other than certificates of deposit and direct obligations of the United States.

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

**Investments other than certificates of deposit and interest-bearing banking deposits are not FDIC insured, are not deposits or other obligations of same, the Business Organization or any of its affiliates, and are subject to investment risks, including possible loss of the principal amount invested.**



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

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AGENDA MEMORANDUM

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

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6. CIP Committee.
  - a. Project update report from LAN, including:
    - i. Pay estimate No. 2 from SER Construction Partners, T & C Reconstruction and Drainage Improvement, in the amount of \$218,195.65
    - ii. Change Order No. 1 from SER Construction Partners, T & C Reconstruction and Drainage Improvement, in the amount of \$230,135.00
  - b. Receive and consider a proposal from LAN for FEMA-related grant funding opportunities
  - c. Project update report from RPS
  - d. Project update report from Goodman Corporation
    - i. Resolution Authorizing Execution of Advance Funding Agreement with TxDOT for the Memorial Drive reconstruction project
  - e. Project update report from SWA



Status Report: November 2017

# Town & Country West Drainage & Mobility Improvements (T-1717)

Reconstruction and Drainage Improvements  
WBS No. N-T17000-0014-7

TIRZ 17

REDEVELOPMENT  
AUTHORITY

## Project Location

A portion of this project is located along Town & Country Way between Beltway 8 frontage road and Town & Country Lane, south of IH-10. The other portion of this project is located along Town & Country Boulevard between Town & Country Way and IH-10 Frontage Road. This project is located in City Council District G.



## Status Report

- Met with AT&T to review coordination between their cable reroute and the new utilities.
- Level 3 / MCI cable relocation started.
- Completed review and acceptance of alternate drainage system.
- Negotiated change order with Contractor.
- Performed three (3) water line wet connections.
- Delivery and installation of storm water detention system boxes started.

## Current Traffic Control Configuration

- All streets have two-way traffic with intermittent lane closures

## Project Purpose

### Improve drainage by increasing conveyance and storage

- Oversized reinforced concrete storm sewer box culverts will provide approximately 6.5 acre-feet of storage

### Improve mobility, safety, and quality of life

- Extending Town & Country Way west to the Beltway 8 Northbound Frontage Road
- Installing a roundabout at the new intersection of Town and Country Way and Town and Country Boulevard
- Adding pedestrian friendly wider sidewalks, gathering area, and various other softscape/hardscape elements
- Replacing aging public utilities that have exceeded their useful service life

## Project Description

The overall construction will consist of installation of oversized subsurface storm water detention system using reinforced concrete storm sewer boxes ranging in size from 6'x9' to 10'x10'; re-aligning Town & Country Blvd and Town & Country Way to eliminate the existing 75' street offset, construction of a one-lane roundabout at the new intersection of Town & Country Blvd and Town & Country Way, and construction of a new 3-lane concrete roadway extending Town & Country Way west to Beltway 8 frontage road, and replacement of water and sanitary sewer lines. The project will also include enhanced concrete sidewalks, paved crosswalks, pedestrian lighting, street lighting, enhanced landscaping and special paved areas for public gathering.



# Town & Country West Drainage & Mobility Improvements (T-1717)

## Construction Schedule

Construction Phase	Scheduled Completion
<b>Phase 1: Public Utilities</b> <ul style="list-style-type: none"><li>Install all proposed waterlines</li><li>Install all proposed sanitary sewer lines</li></ul>	Nov. 2017
<b>Phase 2: Town &amp; Country Blvd</b> <ul style="list-style-type: none"><li>Install storm sewer boxes</li><li>Reconstruct Town &amp; Country Blvd</li></ul>	April 2018
<b>Phase 3: Town &amp; Country Way</b> <ul style="list-style-type: none"><li>Install storm sewer boxes</li><li>Construct new extension road to Beltway 8</li><li>Construct western half of roundabout</li></ul>	May 2018
<b>Phase 4: Roundabout</b> <ul style="list-style-type: none"><li>Install storm sewer boxes</li><li>Construct eastern half of roundabout</li><li>Reconstruct Town &amp; Country Way east to Town &amp; Country Lane</li></ul>	Sep. 2018

## Payment Estimates

Original Contract Amount	\$8,478,677.80
Change Order Amount to Date	\$0.00
Current Contract Amount	\$8,478,677.80
Previous Payments	\$346,646.14
Current Payment Due	\$218,195.65
Contract Completion Date	9/13/2018

## Construction Time

- Contract time is 365 calendar days.
- Notice to Proceed date: September 12, 2017

## Contact Information

**Construction Manager (CM)**  
Lockwood, Andrews, and Newnam, Inc. (LAN)  
2925 Briarpark Dr., Suite 400  
Houston, TX 77042

**Contractor**  
SER Construction Partners, LLC  
3636 Pasadena Blvd.  
Pasadena, TX 77503

For more information please visit [www.houstontirz17.org](http://www.houstontirz17.org)

## Progress Photos



Preparing for 8-inch water line connection



10-foot by 10-foot storm water detention boxes being installed



10-foot by 10-foot storm water detention boxes being installed

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

**November 2017**

**Memorial Drive Improvements - BW 8 Frontage Road to Tallowood Rd**

**Ongoing Activities:**

Item	Description
1	No updates

**Items Affecting Schedule:**

Item	Description
1	The Execution of the Advanced Funding Agreement (AFA)

**Memorial Drive Improvements – Tallowood Rd to City of Houston/City of Bunker Hill Village boundary**

**Ongoing Activities:**

Item	Description
1	Developed Typical Section

**Items Affecting Schedule:**

Item	Description
1	The Execution of the Advanced Funding Agreement (AFA)





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

A LEO A DALY COMPANY

November 20, 2017

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

Reference: Town & Country Blvd. and Town & Country Way  
Reconstruction and Drainage Improvements  
LAN Project No.: 120-11972-004  
WBS No. N-T17000-0017-4  
SER Construction Partners, LLC Payment No. 02

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 02 in the amount of \$218,195.65 for construction services rendered through October 31, 2017.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of **\$218,195.65** to SER.

The following billing information is to be used for payment:

SER Construction Partners, LLC  
3636 Pasadena Blvd.  
Pasadena, TX 77503

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

Sincerely,

*for* Muhammad Ali, P.E.  
Project Manager

MA:rlb

Enclosures: SER Pay Est. No. 02





PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-17000-0017-4

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
1	MOBILIZATION	1	LS	\$ 400,000.00	\$ 400,000.00	0.50	0	0	\$0.00	\$200,000.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$ 230,000.00	0	0	0	\$0.00	\$0.00
2-A	SET UP	1	LS	\$60,000.00	\$ 60,000.00	1	1	1	\$0.00	\$60,000.00
2-B	MONTHLY	12	MON	\$14,166.67	\$ 170,000.00	1	1	2	\$14,166.67	\$28,333.33
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00	0	0	0	\$0.00	\$0.00
	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER									
4	INSTALLED	1,000	LF	\$ 23.00	\$ 23,000.00	0	0	0	\$0.00	\$0.00
	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER									
5	Moved & RESET	1,000	LF	\$ 6.40	\$ 6,400.00	0	0	0	\$0.00	\$0.00
	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER									
6	REMOVED	1,000	LF	\$ 9.80	\$ 9,800.00	0	0	0	\$0.00	\$0.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	0	0	0	\$0.00	\$0.00
8	SODDING	2,500	SY	\$ 4.70	\$ 11,750.00	0	0	0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,324	LF	\$ 2.30	\$ 7,645.20	0	0	0	\$0.00	\$0.00
10	TYPE-C MANHOLE ON VAULT-COMPLETE IN PLACE	13	EA	\$ 1,000.00	\$ 13,000.00	0	0	0	\$0.00	\$0.00
11	TYPE-C MANHOLE	4	EA	\$ 3,300.00	\$ 13,200.00	0	0	0	\$0.00	\$0.00
12	6'X4' ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM									
13	SEWER	74	LF	\$ 6.00	\$ 444.00	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM									
14	SEWER	11	LF	\$ 6.50	\$ 71.50	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 12-INCH DIAMETER STORM									
15	SEWER	61	LF	\$ 7.60	\$ 463.60	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM									
16	SEWER	56	LF	\$ 8.80	\$ 492.80	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM									
17	SEWER	65	LF	\$ 9.20	\$ 598.00	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM									
18	SEWER	403	LF	\$ 10.70	\$ 4,312.10	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM									
19	SEWER	280	LF	\$ 12.10	\$ 3,388.00	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM									
20	SEWER	714	LF	\$ 13.60	\$ 9,710.40	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES									
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$ 393.00	\$ 4,716.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
22	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES	9	EA	\$ 404.60	\$ 3,641.40	0	0	0	\$0.00	\$0.00
23	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	0	0	0	\$0.00	\$0.00
24	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	0	0	0	\$0.00	\$0.00
25	36-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	25	LF	\$ 194.00	\$ 4,850.00	0	0	0	\$0.00	\$0.00
26	48-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	98	LF	\$ 252.60	\$ 24,754.80	0	0	0	\$0.00	\$0.00
27	TYPE C INLET	5	EA	\$ 2,200.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
28	TYPE C INLET WITH EXTENSIONS	3	EA	\$ 3,200.00	\$ 9,600.00	0	0	0	\$0.00	\$0.00
29	TYPE C INLET WITH TWO EXTENSIONS	2	EA	\$ 3,500.00	\$ 7,000.00	0	0	0	\$0.00	\$0.00
30	TYPE C1 INLET	3	EA	\$ 3,400.00	\$ 10,200.00	0	0	0	\$0.00	\$0.00
31	TYPE BB INLET	18	EA	\$ 2,200.00	\$ 39,600.00	0	0	0	\$0.00	\$0.00
32	27-INCH FLAP GATE, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00	0	0	0	\$0.00	\$0.00
33	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE	1	LS	\$ 3,464,000.00	\$ 3,464,000.00	0	0	0	\$0.00	\$0.00
34	ADJUSTING WATER METER VAULT COVER	1	EA	\$ 1,500.00	\$ 1,500.00	0	0	0	\$0.00	\$0.00
35	TRENCH SAFETY SYSTEMS	270	LF	\$ 0.20	\$ 54.00	0	0	0	\$0.00	\$0.00
36	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 167.00	\$ 4,175.00	0	0	0	\$0.00	\$0.00
37	6-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 145.00	\$ 3,625.00	0	0	0	\$0.00	\$0.00
38	4-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	25	LF	\$ 232.00	\$ 5,800.00	0	0	0	\$0.00	\$0.00
39	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION	270	LF	\$ 96.00	\$ 25,920.00	628	358	986	\$34,368.00	\$94,656.00
40	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	70	LF	\$ 242.00	\$ 16,940.00	0	70	70	\$16,940.00	\$16,940.00
41	12-INCH DIAMETER WATER LINE BY TRENCHLESS CONSTRUCTION	1,310	LF	\$ 70.00	\$ 91,700.00	208	455	663	\$31,850.00	\$46,410.00
42	12-INCH DIAMETER DIP WATER LINE 20-INCH STEEL CASING BY OPEN-CUT WITH RESTRAINED JOINTS	40	LF	\$ 158.00	\$ 6,320.00	0	40	40	\$6,320.00	\$6,320.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

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 HARRIS COUNTY

ESTIMATE 2 OCTOBER 2017

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
43	12-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	260	LF	\$ 126.00	\$ 32,760.00	126	0	126	\$0.00	\$15,876.00
44	5/8-INCH TO 1-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	5	EA	\$ 1,500.00	\$ 7,500.00	0	0	0	\$0.00	\$0.00
45	1.5-INCH TO 2-INCH DIAMETER WATERTAPS AND COPPER SERVICE LINE WITH METER BOX, LONG SIDE	8	EA	\$ 2,235.00	\$ 17,880.00	0	0	0	\$0.00	\$0.00
46	4-INCH DIAMETER WET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	0	0	0	\$0.00	\$0.00
47	6-INCH DIAMETER WET CONNECTION	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
48	8-INCH DIAMETER WET CONNECTION	3	EA	\$ 3,000.00	\$ 9,000.00	0	0	0	\$0.00	\$0.00
49	12-INCH DIAMETER WET CONNECTION	1	EA	\$ 3,600.00	\$ 3,600.00	0	0	0	\$0.00	\$0.00
50	CUT, PLUG AND ABANDON EXISTING 4-INCH DIAMETER WATER LINE	2	EA	\$ 230.00	\$ 460.00	0	0	0	\$0.00	\$0.00
51	CUT, PLUG AND ABANDON EXISTING 6-INCH DIAMETER WATER LINE	1	EA	\$ 240.00	\$ 240.00	0	0	0	\$0.00	\$0.00
52	CUT & PLUG EXISTING 6-INCH F.H. LEAD	1	EA	\$ 120.00	\$ 120.00	0	0	0	\$0.00	\$0.00
53	CUT, PLUG AND ABANDON EXISTING 8-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	0	0	0	\$0.00	\$0.00
54	CUT, PLUG AND ABANDON EXISTING 12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	0	0	0	\$0.00	\$0.00
55	PLUG & CLAMP PROPOSED 12-INCH DIAMETER WATER LINE	1	EA	\$ 480.00	\$ 480.00	0	0	0	\$0.00	\$0.00
56	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH	7	EA	\$ 3,800.00	\$ 26,600.00	0	2	2	\$7,600.00	\$7,600.00
57	6-INCH DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	0	10	10	\$655.00	\$655.00
58	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	4	EA	\$ 560.00	\$ 2,240.00	0	0	0	\$0.00	\$0.00
59	12-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 9,500.00	\$ 9,500.00	0	1	1	\$9,500.00	\$9,500.00
60	16-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 10,000.00	\$ 10,000.00	0	0	0	\$0.00	\$0.00
61	STORM VAULTS CORING (SANITARY SEWER CASING INSTALLATION)	11	EA	\$ 1,000.00	\$ 11,000.00	0	0	0	\$0.00	\$0.00
62	4-FOOT DIAMETER PRECAST SANITARY MANHOLE	11	EA	\$ 2,000.00	\$ 22,000.00	0	0	0	\$0.00	\$0.00
63	EXTRA DEPTH, 4-FOOT DIAMETER PRECAST SANITARY MANHOLE	21	VL	\$ 165.00	\$ 3,465.00	0	16.18	16.18	\$2,669.70	\$2,669.70
64	MANHOLE DROPS; 8-INCH DIAMETER, ALL DEPTHS	4	EA	\$ 500.00	\$ 2,000.00	0	4	4	\$2,000.00	\$2,000.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

OWNER:

MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

ESTIMATE 2 OCTOBER 2017

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
65	MANHOLE DROPS, 12-INCH DIAMETER, ALL DEPTHS	1	EA	\$ 800.00	\$ 800.00	0	0	0	\$0.00	\$0.00
66	REMOVE AND DISPOSE 8-INCH SANITARY SEWER	545	LF	\$ 17.00	\$ 9,265.00	0	0	0	\$0.00	\$0.00
67	REMOVE AND DISPOSE 10-INCH SANITARY SEWER	270	LF	\$ 20.00	\$ 5,400.00	0	0	0	\$0.00	\$0.00
68	REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	0	0	1	\$400.00	\$400.00
69	ABANDON AND FILL MANHOLE	1	EA	\$ 600.00	\$ 600.00	0	0	0	\$0.00	\$0.00
70	ABANDON AND FILL 8-INCH DIAMETER SEWER	35	LF	\$ 12.00	\$ 420.00	0	0	0	\$0.00	\$0.00
71	ABANDON AND FILL 12-INCH DIAMETER SEWER	490	LF	\$ 20.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
72	TRENCH SAFETY SYSTEMS	1,540	LF	\$ 0.20	\$ 308.00	0	358	358	\$71.60	\$71.60
73	6-INCH SANITARY SEWER PIPE IN 12-INCH STEEL CASING BY OPEN-CUT	70	LF	\$ 140.00	\$ 9,800.00	0	0	0	\$0.00	\$0.00
74	10-INCH SANITARY SEWER PIPE IN 20-INCH STEEL CASING BY OPEN-CUT	15	LF	\$ 200.00	\$ 3,000.00	0	0	0	\$0.00	\$0.00
75	8-INCH SANITARY SEWER BY OPEN-CUT	400	LF	\$ 100.00	\$ 40,000.00	0	0	0	\$0.00	\$0.00
76	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	90	LF	\$ 108.00	\$ 9,720.00	0	0	0	\$0.00	\$0.00
77	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT WITH RESTRAINED JOINTS	20	LF	\$ 128.00	\$ 2,560.00	0	0	0	\$0.00	\$0.00
78	10-INCH SANITARY SEWER BY OPEN-CUT	255	LF	\$ 122.00	\$ 31,110.00	0	0	0	\$0.00	\$0.00
79	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	0	396	396	\$64,944.00	\$64,944.00
80	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0	0	0	\$0.00	\$0.00
81	6-INCH SANITARY SEWER LEADS	120	LF	\$ 78.00	\$ 9,360.00	0	0	0	\$0.00	\$0.00
82	TEMPORARY ASPHALT	1,000	SY	\$ 64.00	\$ 64,000.00	0	303.12	303.12	\$19,399.68	\$19,399.68
83	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)	1,200	SY	\$ 66.00	\$ 79,200.00	0	0	0	\$0.00	\$0.00
84	REMOVE AND DISPOSE OF REINFORCED CONCRETE PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY	6,250	SY	\$ 6.40	\$ 40,000.00	0	0	0	\$0.00	\$0.00
85	REMOVE AND DISPOSE OF ASPHALT PARKING LOT (INCLUDING SUBGRADE (EXTENSION ROAD))	2,000	SY	\$ 6.50	\$ 13,000.00	0	0	0	\$0.00	\$0.00
86	REMOVE AND REPLACE BRICK PAVERS	980	SY	\$ 57.60	\$ 56,448.00	0	0	0	\$0.00	\$0.00
87	REMOVE AND DISPOSE OF DRIVEWAYS ( ALL MATERIALS, ALL THICKNESSES)	650	SY	\$ 11.60	\$ 7,540.00	0	0	0	\$0.00	\$0.00
88	REMOVE AND DISPOSE OF SIDEWALKS ( ALL MATERIALS, ALL THICKNESSES)	600	SY	\$ 8.80	\$ 5,280.00	0	0	0	\$0.00	\$0.00
89	ROADWAY BORROW	2,235	CY	\$ 21.00	\$ 46,935.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
90	ROADWAY EXCAVATION	4,040	CY	\$ 21.00	\$ 84,840.00	0	0	0	\$0.00	\$0.00
91	REMOVE CONCRETE CURB, ALL HEIGHTS	1,350	LF	\$ 2.00	\$ 2,700.00	0	0	0	\$0.00	\$0.00
92	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	4,000	LF	\$ 3.40	\$ 13,600.00	0	0	0	\$0.00	\$0.00
93	CONCRETE CURB 3"	255	LF	\$ 3.40	\$ 867.00	0	0	0	\$0.00	\$0.00
94	CONCRETE CURB (TOE WALL 0" TO 24")	110	LF	\$ 80.00	\$ 8,800.00	0	0	0	\$0.00	\$0.00
95	LIME/FLY-ASH STABILIZED SUBGRADE, 8-INCH	10,400	SY	\$ 5.70	\$ 59,280.00	0	0	0	\$0.00	\$0.00
96	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	0	0	0	\$0.00	\$0.00
97	ROUNDABOUT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0	0	0	\$0.00	\$0.00
98	CROSS-WALK ACCENT PAVERS	2,280	SF	\$ 14.40	\$ 32,400.00	0	0	0	\$0.00	\$0.00
99	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	6,300	SF	\$ 10.00	\$ 63,000.00	0	0	0	\$0.00	\$0.00
100	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	0	0	0	\$0.00	\$0.00
101	10-INCH REINFORCED CONCRETE PAVEMENT(HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	0	0	0	\$0.00	\$0.00
102	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (TXDOT)(HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	0	0	0	\$0.00	\$0.00
103	6-INCH CEMENT STABILIZED BASE (TXDOT)	350	SY	\$ 24.00	\$ 8,400.00	0	0	0	\$0.00	\$0.00
104	6-INCH LIME TREATED SUBGRADE (TXDOT)	350	SY	\$ 10.00	\$ 3,500.00	0	0	0	\$0.00	\$0.00
105	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	0	0	0	\$0.00	\$0.00
106	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	0	0	0	\$0.00	\$0.00
107	SAW-CUT CONCRETE PAVEMENT(ALL DEPTHS)	460	LF	\$ 15.00	\$ 6,900.00	0	1253	1253	\$18,795.00	\$18,795.00
108	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	0	0	0	\$0.00	\$0.00
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0	0	0	\$0.00	\$0.00
110	4 1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	0	0	0	\$0.00	\$0.00
111	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0	0	0	\$0.00	\$0.00
112	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	5,500	SF	\$ 8.30	\$ 45,650.00	0	0	0	\$0.00	\$0.00
113	ADA ACCESSIBLE WHEELCHAIR RAMPS	50	SF	\$ 10.30	\$ 515.00	0	0	0	\$0.00	\$0.00
114	4 1/2" THICK CONCRETE SIDEWALK	380	SF	\$ 6.50	\$ 2,470.00	0	0	0	\$0.00	\$0.00
115	TRENCH DRAIN COMPLETE WITH GRATE	145	LF	\$ 60.00	\$ 8,700.00	0	0	0	\$0.00	\$0.00
116	AREA DRAINS IN HARDSCAPE	1	EA	\$ 1,000.00	\$ 1,000.00	0	0	0	\$0.00	\$0.00
117	ATRIUM DRAINS IN PLANTING	5	EA	\$ 600.00	\$ 3,000.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-T17000-0017-4

OWNER:  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
2925 BRIAR PARK DR.  
HOUSTON, TEXAS 7704  
HARRIS COUNTY

CONTRACTOR:  
SER CONSTRUCTION PARTNERS LLC  
3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
118	ADS N12 PIPE	450	LF	\$ 44.30	\$ 19,935.00	0	0	0	\$0.00	\$0.00
119	FRENCH DRAIN	175	LF	\$ 31.80	\$ 5,565.00	0	0	0	\$0.00	\$0.00
120	TREE ROOTBALL DRAINAGE PIPE	19	EA	\$ 45.00	\$ 855.00	0	0	0	\$0.00	\$0.00
121	CURB RAMPS COMPLETE AS DETAILED	44	EA	\$ 1,500.00	\$ 66,000.00	0	0	0	\$0.00	\$0.00
122	12" CONCRETE ACCENT BANDS	177	LF	\$ 20.00	\$ 3,540.00	0	0	0	\$0.00	\$0.00
123	18" CONCRETE ACCENT BANDS	42	LF	\$ 30.00	\$ 1,260.00	0	0	0	\$0.00	\$0.00
124	PAVERS IN WALKWAYS	1,800	SF	\$ 16.70	\$ 30,060.00	0	0	0	\$0.00	\$0.00
125	PAVERS IN CROSSWALKS	3,300	SF	\$ 14.30	\$ 47,190.00	0	0	0	\$0.00	\$0.00
126	CROSSWALK PAVERS EDGE	350	SF	\$ 15.60	\$ 5,460.00	0	0	0	\$0.00	\$0.00
127	PLAZA PAVERS TYPES 1	1,900	SF	\$ 16.90	\$ 32,110.00	0	0	0	\$0.00	\$0.00
128	PLAZA PAVERS TYPES 2	1,600	SF	\$ 17.80	\$ 28,480.00	0	0	0	\$0.00	\$0.00
129	DETECTABLE PAVERS	500	SF	\$ 13.80	\$ 6,900.00	0	0	0	\$0.00	\$0.00
130	TREE PAVES GRATES	8	EA	\$ 4,000.00	\$ 32,000.00	0	0	0	\$0.00	\$0.00
131	IRRIGATION SERVICE TAP AND METER	3	EA	\$ 7,000.00	\$ 21,000.00	0	0	0	\$0.00	\$0.00
132	BACKFLOW DEVICE WITH ENCLOSURE	3	EA	\$ 2,312.00	\$ 6,936.00	0	0	0	\$0.00	\$0.00
133	CONTROLLER WITH SENSORS, INSTALLED	3	EA	\$ 3,464.00	\$ 10,392.00	0	0	0	\$0.00	\$0.00
134	CONTROL VALVES WITH BOX, INSTALLED	41	EA	\$ 345.00	\$ 14,145.00	0	0	0	\$0.00	\$0.00
135	POP-UP SPRAY ZONE, COMPLETE	5,000	SF	\$ 8.10	\$ 40,500.00	0	0	0	\$0.00	\$0.00
136	DRIP TUBING ZONE, COMPLETE	16,000	SF	\$ 1.40	\$ 22,400.00	0	0	0	\$0.00	\$0.00
137	IRRIGATION MAINLINE COMPLETE WITH CONTROL WIRE	2,500	LF	\$ 3.10	\$ 7,750.00	0	0	0	\$0.00	\$0.00
138	SLEEVES	2,500	LF	\$ 13.90	\$ 34,750.00	0	0	0	\$0.00	\$0.00
139	TABLE ENSEMBLE 4 BENCH	2	EA	\$ 1,850.00	\$ 3,700.00	0	0	0	\$0.00	\$0.00
140	TABLE ENSEMBLE 3 BENCH	2	EA	\$ 1,600.00	\$ 3,200.00	0	0	0	\$0.00	\$0.00
141	TRASH RECEPTACLES	2	EA	\$ 1,100.00	\$ 2,200.00	0	0	0	\$0.00	\$0.00
142	BERMUDA SOD	2,800	SF	\$ 0.50	\$ 1,400.00	0	0	0	\$0.00	\$0.00
143	SYNTHETIC TURF	420	SF	\$ 10.40	\$ 4,368.00	0	0	0	\$0.00	\$0.00
144	30" BOX MEXICAN SYCAMORE	35	EA	\$ 1,600.00	\$ 56,000.00	0	0	0	\$0.00	\$0.00
145	100 GALLON BALD CYPRESS	76	EA	\$ 1,156.00	\$ 87,856.00	0	0	0	\$0.00	\$0.00
146	3 GALLONS INDIAN HAWTHORNE	150	EA	\$ 17.60	\$ 2,640.00	0	0	0	\$0.00	\$0.00
147	1 GALLONS NEARLY WILD ROSE	290	EA	\$ 18.70	\$ 5,423.00	0	0	0	\$0.00	\$0.00
148	4" POT SEASONAL COLOR	4,350	EA	\$ 2.30	\$ 10,005.00	0	0	0	\$0.00	\$0.00
149	4" POT ASIAN JASMINE	11,450	EA	\$ 2.30	\$ 26,335.00	0	0	0	\$0.00	\$0.00
150	1 GALLON TANGERINE BULBINE	1,010	EA	\$ 7.80	\$ 7,878.00	0	0	0	\$0.00	\$0.00
151	STEEL EDGING	300	LF	\$ 6.40	\$ 1,920.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-17000-0017-4

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 77004  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
152	CONCRETE SEATWALLS COMPLETE WITH FOUNDATION	51	LF	\$ 70.20	\$ 3,580.20	0	0	0	\$0.00	\$0.00
153	CONCRETE PLANTER WALLS COMPLETE WITH FOUNDATION	363	LF	\$ 41.60	\$ 15,100.80	0	0	0	\$0.00	\$0.00
154	TYPE "A" PEDESTRAIN LIGHT FIXTURE W/POLE	50	EA	\$ 5,317.60	\$ 265,880.00	0	0	0	\$0.00	\$0.00
155	TYPE "B" COVE ACCENT LIGHT FIXTURE W/ACCESSORIES	250	LF	\$ 693.60	\$ 173,400.00	0	0	0	\$0.00	\$0.00
156	2" PVC, SCH. 80 CONDUIT W/PULL BOXES	5,000	LF	\$ 9.80	\$ 49,000.00	0	0	0	\$0.00	\$0.00
157	3" PVC, SCH. 80 CONDUIT W/ PULL BOXES	800	LF	\$ 15.00	\$ 12,000.00	0	0	0	\$0.00	\$0.00
158	NO. 12 AWG CONDUCTOR	100	LF	\$ 1.70	\$ 170.00	0	0	0	\$0.00	\$0.00
159	NO. 8 AWG CONDUCTOR	22,000	LF	\$ 1.20	\$ 26,400.00	0	0	0	\$0.00	\$0.00
160	NO. 4 AWG CONDUCTOR	1,500	LF	\$ 1.70	\$ 2,550.00	0	0	0	\$0.00	\$0.00
161	NO. 2 AWG CONDUCTOR	200	LF	\$ 2.80	\$ 560.00	0	0	0	\$0.00	\$0.00
162	DMX CABLE (BELDEN 3105A)	1,500	LF	\$ 1.80	\$ 2,700.00	0	0	0	\$0.00	\$0.00
163	SMALL PULL BOX	5	EA	\$ 635.80	\$ 3,179.00	0	0	0	\$0.00	\$0.00
164	LARGE PULL BOX	2	EA	\$ 809.20	\$ 1,618.40	0	0	0	\$0.00	\$0.00
165	ELECTRICAL SERVICE DROP W/RISER, WHEATHERHEAD, CONDUIT, WIRING AND METER	1	EA	\$ 1,734.00	\$ 1,734.00	0	0	0	\$0.00	\$0.00
166	ELECTRICAL SERVICE ENCLOSURE W/FOUNDATION, GROUNDING, 120/240V PANEL W/BREAKERS, LIGHTING CONTACTORS AND DMX CONRTOLS	1	EA	\$ 23,470.00	\$ 23,470.00	0	0	0	\$0.00	\$0.00
167	PLACEMENT OF PERMANENT SIGNS	86	EA	\$ 498.00	\$ 42,828.00	0	0	0	\$0.00	\$0.00
168	RAISED REFLECTIVE PAVEMENT MARKERS, TYPE II-A-A	75	EA	\$ 4.60	\$ 345.00	0	0	0	\$0.00	\$0.00
169	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (SLD)	3,619	LF	\$ 0.90	\$ 3,257.10	0	0	0	\$0.00	\$0.00
170	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (BRK)	2,074	LF	\$ 0.90	\$ 1,866.60	0	0	0	\$0.00	\$0.00
171	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
172	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0	0	0	\$0.00	\$0.00
173	THERMOPLASTIC PAVEMENT MARKINGS (W) 12" (SLD)	236	LF	\$ 4.00	\$ 944.00	0	0	0	\$0.00	\$0.00
174	THERMOPLASTIC PAVEMENT MARKINGS (W) 24" (SLD)	58	LF	\$ 7.50	\$ 435.00	0	0	0	\$0.00	\$0.00
175	THERMOPLASTIC PAVEMENT MARKINGS (SOLID YELLOW MEDIAN NOSE)	5	EA	\$ 138.70	\$ 693.50	0	0	0	\$0.00	\$0.00
176	THERMOPLASTIC PAVEMENT MARKINGS (WORD)	4	EA	\$ 173.40	\$ 693.60	0	0	0	\$0.00	\$0.00
177	THERMOPLASTIC PAVEMENT MARKINGS (ARROW)	10	EA	\$ 144.50	\$ 1,445.00	0	0	0	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-T17000-0017-4

OWNER:  
MEMORIAL CITY REDEVELOPMENT AUTHORITY  
2925 BRIAR PARK DR.  
HOUSTON, TEXAS 7704  
HARRIS COUNTY

CONTRACTOR:  
SER CONSTRUCTION PARTNERS LLC  
3636 PASADENA BLVD  
PASADENA, TEXAS 77503

ESTIMATE 2 OCTOBER 2017

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
178	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 347.00	\$ 3,470.00	0	0	0	\$0.00	\$0.00
179	PROPOSED POLE FOUNDATIONS	20	EA	\$ 2,200.00	\$ 44,000.00	0	0	0	\$0.00	\$0.00
180	PROPOSED LIGHTING CONDUIT (2-INCH PVC)	2,685	LF	\$ 12.10	\$ 32,488.50	0	0	0	\$0.00	\$0.00
181	PROPOSED PULL BOXES	5	EA	\$ 400.00	\$ 2,000.00	0	0	0	\$0.00	\$0.00
182	8-INCH LINE STOP	3	EA	\$ 5,500.00	\$ 16,500.00	0	0	0	\$0.00	\$0.00
183	RE-MOBILIZATION/ DE-MOBILIZATION	1	LS	\$ 28,900.00	\$ 28,900.00	0	0	0	\$0.00	\$0.00
184	GROUND WATER TRENCH DEWATERING	1,450	LF	\$ 28.90	\$ 41,905.00	0	0	0	\$0.00	\$0.00
185	EXCAVATION AROUND OBSTRUCTIONS	200	CY	\$ 17.00	\$ 3,400.00	0	0	0	\$0.00	\$0.00
186	EXTRA HAND EXCAVATION	200	CY	\$ 23.10	\$ 4,620.00	0	0	0	\$0.00	\$0.00
187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	0	0	0	\$0.00	\$0.00
188	EXTRA PLACEMENT OF BACKFILL (CEMENT STABILIZED SAND OR GRANULAR FILL)	200	CY	\$ 23.00	\$ 4,600.00	0	0	0	\$0.00	\$0.00
189	6-INCH OVER EXCAVATION OF TRENCH BOTTOM	2,500	CY	\$ 11.60	\$ 29,000.00	0	0	0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTINGS IN PLACE	4	EA	\$ 474.00	\$ 1,896.00	0	0	0	\$0.00	\$0.00
191	EXTRA FITTINGS IN PLACE	8	EA	\$ 2,312.00	\$ 18,496.00	0	0	0	\$0.00	\$0.00
192	WATER METER VAULT COVER	1	EA	\$ 2,890.00	\$ 2,890.00	0	0	0	\$0.00	\$0.00
193	8-INCH SANITARY SEWER PLUG & CLAMP	3	EA	\$ 147.00	\$ 441.00	0	0	0	\$0.00	\$0.00
194	CUT & PLUG PROPOSED 4-INCH DIAMETER WATER LINE	2	EA	\$ 120.50	\$ 241.00	0	0	0	\$0.00	\$0.00
195	CUT & PLUG PROPOSED 6-INCH DIAMETER WATER LINE	1	EA	\$ 132.00	\$ 132.00	0	0	0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACKFILL	300	CY	\$ 46.20	\$ 13,860.00	0	0	0	\$0.00	\$0.00
197	EXTRA MACHINE EXCAVATION	150	CY	\$ 11.60	\$ 1,740.00	0	0	0	\$0.00	\$0.00
198	EXTRA PLACEMENT OF SELECT BACKFILL MATERIAL	150	CY	\$ 20.80	\$ 3,120.00	0	0	0	\$0.00	\$0.00
199	STREET CUT PERMITS				\$ 5,000.00	0	0	0	\$0.00	\$0.00
200	TxDOT PERMIT				\$ 5,000.00	0	0	0	\$0.00	\$0.00
201	WORK CHANGE DIRECTIVES				\$ 250,000.00	0	0	0	\$0.00	\$0.00
202	CENTERPOINT STREET LIGHTING				\$ 10,000.00	0	0	0	\$0.00	\$0.00

CONTRACT AMOUNT  
WORK COMPLETED TO DATE  
LESS RETAINAGE

\$ 8,478,677.80  
\$ 594,570.31  
\$ 29,728.52

\$229,679.65 \$594,570.31



PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-T17000-0017-4

ESTIMATE 2 OCTOBER 2017

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BRIAR PARK DR.  
 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

CONTRACTOR:  
 SER CONSTRUCTION PARTNERS LLC  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities Current to Date	Amount to Date
	TOTAL LESS RETAINAGE				\$ 564,841.80				
	ADJUSTMENTS				\$ -				
	LESS PREVIOUS REQUESTED				\$346,646.13				
	AMOUNT DUE THIS MONTH				\$218,195.66				

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CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS

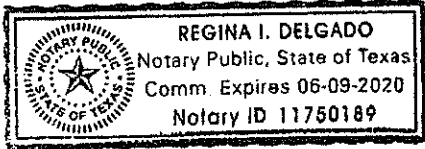
The undersigned, William Jones, states that he is the Project Manager  
Affiant Title  
of SER Construction Partners, LLC  
Contractor

and that he 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-T17000-0017-4 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 11-9-2017  
Date

[Handwritten Signature]  
Notary Public in and for the State of TEXAS  
REGINA I DELGADO  
Print or type name



My Commission Expires: 06-09-2020  
Expiration Date

END OF DOCUMENT

**PARTIAL WAIVER AND RELEASE  
ON PROGRESS PAYMENT**

**Contractor:** SER Construction Partners, LLC  
**Owner:** Memorial City Redevelopment Authority  
**Project:** **TOWN & COUNTRY BOULEVARD AND TOWN & COUNTRY  
WAY RECONSTRUCTION AND DRAINAGE IMPROVEMENTS  
FROM BELTWAY 8 FRONTAGE ROAD TO TOWN & COUNTRY  
LN. FROM TOWN & COUNTRY WAY TO IH-10 FRONTAGE  
ROAD (WBS No. N-T17000-0017-4)**

On receipt by SER CONSTRUCTION PARTNERS, LLC, a Texas limited liability company (the "**Contractor**") of a check from MEMORIAL CITY REDEVELOPMENT AUTHORITY (the "**Owner**") in the sum of \$ 211,621.31 payable to the Contractor, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this documents 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 Contractor's position that the Contractor has on the property of the Owner with respect to Contractor's work on the Project.

This release covers a progress payment for all labor, services, equipment, or other materials furnished to the property or to the Owner for the Project as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished and not covered by the payment referenced herein.

Before any recipient of this document relies upon this document, the recipient should verify evidence of payment to the Contractor.

The Contractor warrants that it has already paid or will use the funds received from this progress payment to promptly pay in full all of the Contractor'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: 11-9-2017

**SER CONSTRUCTION PARTNERS, LLC,**  
a Texas limited liability company

By:

  
Name: William Jones  
Title: Project Manager

**ACKNOWLEDGMENT**

STATE OF TEXAS

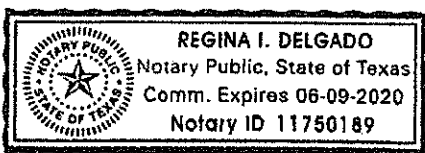
§

COUNTY OF HARRIS

§

§

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME by the said William Jones  
on this 9<sup>th</sup> day of October, 2017, to certify which witness my hand and official  
seal of office.



Regina I. Delgado  
Notary Public, State of Texas

My commission expires:  
06-09-2020





MEMORIAL CITY REDEVELOPMENT AUTHORITY

Tax Increment Reinvestment Zone No. 17

CHANGE ORDER

Document 00941  
CHANGE ORDER No. 1

PROJECT: Town & Country Blvd. and Town & Country Way Reconstruction and Drainage Improvements

TO: SER Construction Partners, LLC.  
Contractor and 3636 Pasadena Blvd.  
Address for Written Notice Pasadena, TX. 77503

PROJECT No.: N-T17000-0017-4

1.01 DESCRIPTION OF CHANGES

CONTRACT CHANGE

	Amount	Time
ITEM 1 SCOPE: Deduct for storm sewer detention system substitution submitted by the Contractor and associated engineer's review fees	\$(230,135.00)	0 Days

JUSTIFICATION: Substitution provided a credit to the owner and a more familiar installation system for the contractor. Substitution met the same detention requirements and maintenance needs.

Unit Item No	Unit Item Description	Unit	Add/Deduct Qty	Unit Price	Add/Deduct Amount
n/a	n/a	n/a	n/a	n/a	

TOTALS: \$ (230,135.00) 0 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] pres. 11/29/17  
Contractor Signature and Title Date

1.03 ACCEPTANCE BY THE MEMORIAL CITY REDEVELOPMENT AUTHORITY

[Signature] 11/29/17  
Construction Manager Date

[Signature] 11/29/2017  
Project Manager Date

\_\_\_\_\_  
Executive Director, TIRZ No. 17 Date



**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

**Tax Increment Reinvestment Zone No. 17**

**CHANGE ORDER**

Document 00941  
CHANGE ORDER No. 1

PROJECT: Town & Country Blvd. and Town & Country Way Reconstruction and Drainage Improvements

**EXECUTIVE SUMMARY**

1.01 CONTRACT PRICE SUMMARY		DOLLAR AMOUNT	PERCENT
A.	Original Contract Price	\$8,478,677.80	100%
B.	Previous Change Orders	\$0.00	0.0%
C.	This Change Order	\$(230,135.00)	-2.7%
D.	Contract Price	\$8,248,542.80	97.3%

Date of Commencement of the Work: Tuesday, September 12, 2017

1.02 CONTRACT TIME SUMMARY		DURATION	COMPLETION DATE
A.	Original Contract Time	365 Days	Wednesday, September 12, 2018
B.	Previous Change Orders	0 Days	Wednesday, September 12, 2018
C.	This Change Order	0 Days	Wednesday, September 12, 2018
D.	Contract Time	365 Days	Wednesday, September 12, 2018

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%
<b>TOTALS</b>	<b>\$0.00</b>	<b>0.0%</b>

END OF DOCUMENT





November 30, 2017

Ms. Ann Givens, Chair of the Board  
Memorial City Redevelopment Authority / TIRZ 17  
9610 Long Point Road, Suite 150  
Houston, TX 77055

**Re: Preliminary HMGP Grant Investigations for TIRZ 17**

Dear Mr. Givens,

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for evaluating existing CIP projects and new potential projects that would be good candidates for Hazard Mitigation Grant Program (HMGP) Grants. HMGP Grants typically cover 75% of the project cost to help reduce flood risk throughout the TIRZ 17 area.

The effort described in Exhibit A includes Existing Conditions Modeling, Improvements Alternative Analysis, Proposed Conditions Analysis and Reporting. We propose to perform the planning services for a Lump Sum amount of \$70,000. Exhibit "B" provides a detailed breakdown estimate of the fees for the engineering services and expenses.

We are prepared to begin this work immediately. Please feel free to contact me at (713) 266-6900 if you have any questions or need additional information.

Sincerely,

Muhammad Ali, P.E.  
Senior Associate

MA:rg

Accepted for  
Memorial City Redevelopment Authority

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

\_\_\_\_\_  
Print

Accepted for City of Houston

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

\_\_\_\_\_  
Print

Attachments: Exhibit A – Scope of Services, Exhibit B – Fee Schedule



## Attachment A

### Scope of Services for Preliminary HMGP Grant Investigations for TIRZ 17

This Scope of Services outlines the professional engineering services to be performed by **Lockwood, Andrews, & Newnam, Inc. (LAN)** for evaluating existing CIP projects and new potential projects that would be good candidates for Hazard Mitigation Grant Program (HMGP) Grants.

On August 25, 2017, the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) declared Hurricane Harvey an official disaster with Major Disaster Declaration DR-4332. This declaration paved the way for disaster aid for the State of Texas and ordered federal aid to supplement state, and local recovery efforts in the area affected by Hurricane Harvey.

Federal funding is available to state, and eligible local governments and certain private nonprofit organizations on a cost-sharing basis for hazard mitigation measures statewide. It is our understanding that TIRZ 17 is interested in applying for a HMGP Grant to cover 75% of the project cost to reduce flood risk within the TIRZ 17 area. This effort includes the necessary analysis and engineering effort to develop the grant application. The funding for this assignment is eligible for reimbursement and will be included in the HMGP grant application should a successful grant application result.

HMGP grants generally fund projects that are intended to mitigate future disaster risk, including drainage projects that reduce flood risk. The goal of this assignment is to determine if candidate flood mitigation projects exist within TIRZ 17 and to evaluate the most advantageous approach to packing the projects for successful grant applications. HMGP grants are a competitive process and require benefit cost ratio greater than 1.2. This assignment will focus on identifying projects that meet that criteria. Preparation of the grant application is not part of this scope as the effort is dependent on the outcome of this assignment.

LAN shall accomplish the following Tasks:

#### **Task 1 – Project Initiation and Oversight**

- 1.1 Project Planning: develop a project plan consisting of a chronological list of activities and action items. The project plan will clearly define key steps and schedule of activities necessary to achieve HMGP Grant Application success.
- 1.2 Coordination Meetings: One (1) Kickoff/Scoping Meeting, agenda, and meeting minutes. Two (2) general coordination meetings, agenda, and meeting minutes.

#### **Task 2 – Hydraulic Analysis and Report**

Future HMGP Grant Application requires specific actions and deliverables. Projects must reduce flood risk and mitigate losses due to flooding in a cost effective manner. The effectiveness of a project is demonstrated through a hydraulic analysis that will identify and define potential improvements and a benefit cost analysis (BCA) to document the effectiveness of the project. LAN will utilize 2-dimensional modeling with rainfall applied directly to the 2D surface (created from LiDAR) to quickly assess the study area. Rainfall hyetographs and other hydrologic parameters will be developed for the 10-, 50-, 100- and 500-year flood frequency events.

2.1 Improvement Alternatives Analysis: Conceptual solution alternative schematics will be developed to relieve problem areas. Conceptual improvement combinations to be evaluated include:

- North – W140-01 and Conveyance Improvements (straws)
- North – Westview Basin
- North W140-01, Conveyance Improvements (straws), and Westview Basin
- South – Sports Complex and necessary conveyance
- South – Sports complex, necessary, improvements with neighborhood improvements
- Full conveyance with neighborhood improvements and regional (Old Farm) Improvements

This analysis effort includes the incorporating the final design of the W140-01 enclosure and straws into comprehensive regional model for TIRZ 17. This effort will serve to maintain the accuracy and viability of the model and is consistent with previously performed modeling efforts. This effort also includes progressing previously completed studies for the Westview Basin to a level acceptable for submitting the grant application. The analysis effort will also include multiple iterations to optimize the various projects and project combinations to maximize benefit and reduce cost.

The conceptual alternatives will be evaluated within the dynamic modeling software in order to determine their potential benefit in reduction of flooding extents. The conceptual improvement alternatives will be refined within the dynamic modeling software in order to optimize system performance and maximize reduction in flooding extents. A recommended alternative will be documented that defines proposed improvements and extents of flooding area reduction.

2.2 Initial Benefit Cost Analysis (BCA): To be eligible for HMPG Grant, the project must be cost effective. A BCA evaluates the future benefits of a project in terms of reduced flood damage in relation to its cost. The BCA evaluation results in a benefit-cost ratio (BCR). The BCR needs to be higher than 1.0 (State recommends a minimum of 1.2). An initial BCA will be developed during the analysis portion of the project to assist in optimizing the recommended improvement. A more detailed BCA will be developed for the grant submittal.

2.3 Drainage Study Report: LAN will develop a report that will consist of a discussion of the work accomplished, general methodology, assumptions applied during the course of study, study goal, the reported drainage problems, possible structural flooding, system capacity issues, a discussion of deviations from general methodology, and findings and recommendations. Improvement alternatives will be documented and an assessment of project need, BCR, and potential challenges

such as ROW or environmental impacts will be addressed. A draft report will be compiled to include text, model output, exhibits, and appendices for the City's review.

**Services Not Provided**

- Topographic Survey
- Design Phases Services for Improvements
- Right-of-Way, Land, or Easement Acquisition Services
- HMGP Grant Application

**Compensation**

The compensation for the basic services covered by this contract will be \$70,000; this includes project management and reimbursable expenses such as document reproduction, mileage, and equipment. The Fee Estimate for these services is attached (Attachment B).

**Project Schedule**

LAN is available to start immediately following the receipt of a notice-to-proceed (NTP). The anticipated project duration is three months from NTP with substantial completion in three months.



Lockwood, Andrews  
& Newnam, Inc.  
A SUBSIDIARY OF LEA A DALY

**Attachment B - Level of Effort  
Engineering Services for  
Preliminary HMGP Grant Investigations**

Task No.	Task Description	Labor (hours)						Total Labor Cost	Expense		Total Expense Cost	Task Sub Total
		Sr. Project Manager	Project Manager	Project Engineer	EIT	CADD / GIS	Admin		Sub	Repro / Mileage		
<b>1.0</b>	<b>Project Initiation and Oversight</b>											
1.1	Project Planning	6	14		8	8	8	\$6,360				\$6,360
1.2	Coordination Meetings	2	6			4	4	\$1,880				\$1,880
		4	8		8	4	4	\$4,480				\$4,480
<b>2.0</b>	<b>Hydraulic Analysis and Report</b>											
2.1	Improvement Alternatives Analysis	24	52	148	156	36	40	\$63,000				\$63,000
2.2	Initial Benefit Cost Analysis (BCA)	16	40	120	80	20	16	\$41,820				\$41,820
2.3	Drainage Study Report	4	8	16	40		16	\$11,020				\$11,020
		4	4	12	36	16	8	\$10,160	\$250	\$640		\$10,800
	<b>TOTAL PROPOSED BASIC SERVICES</b>	<b>30</b>	<b>66</b>	<b>148</b>	<b>164</b>	<b>44</b>	<b>48</b>	<b>\$69,360</b>		<b>\$640</b>		<b>\$69,360</b>

Project Summary	
Basic Services	
Total Labor	\$69,360
Expenses	\$640
<b>Total Project Cost</b>	<b>\$70,000</b>

# 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 December 5, 2017**

**RPS Klotz Assoc. Project No: 1111.002.000 / 006314**

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## 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. Initial HCFCD comments received dated 03-30-17. Responses to comments complete and resubmitted to HCFCD for review and approval. Additional comments received 07-13-17. Responses to additional comments complete and resubmitted to HCFCD for review and approval. Additional comment received 11-28-17, preparing to respond and resubmit.
    - 4.) Updated Drainage Impact Study draft report submitted to the City of Houston for review and approval. COH approval granted 09-22-17.
    - 5.) Updated model information submitted to the City of Houston for concurrent review. Initial COH comments received dated 06-21-17. Meeting held 07-13-17 to resolve comments. Responses to comments complete and resubmitted to COH for review and approval. COH approval granted 09-22-17.
    - 6.) Submitted 95% Plans to COH for review. Awaiting comments.
  - b. Meetings
    - 1.) Project Team Meetings as required.
    - 2.) Additional meetings with TIRZ, SWA, HCFCD and COH as required.
    - 3.) 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



1160 Dairy Ashford, Suite 500, Houston, Texas 77079

T 281 589 7257 [W rpsgroup.com/usa](http://rpsgroup.com/usa)

- 1.) Finalize development of plans and documents for one construction package with all comments from HCFCD and COH
  - 2.) Updated Plans will be submitted to HCFCD 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**





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# 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 December 5, 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. Completed review of previous draft PERs for update.
  - b. Submitted updated draft PER to CoH for review and approval, 6-23-17.
    - 1.) Received CoH comments on 7-27-17.
    - 2.) Received CoH Wastewater Ops comments on 8-9-17.
    - 3.) Received CoH Storm water comments (Briar Branch) on 9-22-17.  
Same comments apply to the North Gessner Project.
2. Ph II Final Design - Authorization received dated 11-14-14 & 12-16-16.
  - a. Basic and Additional Services
    - 1.) Updated N. Gessner SWMM model to incorporate A&B as one project and Updated draft Drainage Impact Report for CoH review and approval.
      - i. Interim Drainage Impact Report was submitted to TxDOT on 10-23.
      - ii. Updated Report and Model to be submitted to COH and TxDOT.
    - 2.) Continue development of design plans as one construction project.
    - 3.) Continue ESA II study, FC 120 Categorical Exclusion.
    - 4.) Continue coordination with SWA for streetscape design.
    - 5.) Received draft Geotechnical Investigation Report, 4-11-17.
      - i. Submitted to CoH for Review on 6-23-17
      - ii. CoH comments received on 7-21-17.
      - iii. CoH Comments submitted to Subconsultant on 7-24-17.
      - iv. Submitted to TxDOT for Review on 10-23-17.
      - v. Pending updates and fault study for final submittal.
    - 6.) Received updated Survey, 6-14-17.
      - i. Pending updates to survey to meet TxDOT survey standards.
    - 7.) Prepared cost estimate for potential OH powerline relocations, 8-14-2017.
    - 8.) Prepared Project Schematic and Project Design Schedule for TxDOT's review.
  - b. Meetings
    - 1.) Council Member Brenda Stardig Project Meeting, 7-5-17.
    - 2.) CoH Interagency Storm Water Review Meeting, 7-13-17.
    - 3.) TIRZ 17 Meeting on 8-15-17 to review Drainage Improvements and Cost Estimate for Potential Overhead Powerline relocations to underground.



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- 4.) Pre-TxDOT Project Meeting Teleconference, 10-6-17.
- 5.) TxDOT Project Meeting, 10-19-17.
  - 6.) Ongoing TIRZ Board & CIP Committee Meetings TxDOT Environmental Scope Meeting on 10-27-17
  - 7.) TxDOT Drainage Coordination Meeting on 10-31-17

### **Activities Planned for Next Period**

1. Ph I PER Update for Resubmittal to City of Houston Interagency
  - a. Review and address review comments.
  - b. Submit updated storm drainage analysis to COH and TxDOT and PER comment responses.
  - c. Pending upon approval of Updated PER, CoH Technical Review Committee (TRC) Meeting and RDAI Process.
2. Ph II Final Design.
  - a. Basic and Additional Services
    - 1.) Submit Authorization Request to TIRZ 17 to conduct a Phase I Geological Fault Study for the existing Fault Line along the project limits.
    - 2.) Submit Final Geotech Report to CoH and TxDOT for review and approval. Complete development of draft design plans to comply with CoH and TxDOT Design Criteria.
    - 3.) Submit updated ESA II to COH & TxDOT.
    - 4.) Continue tasks FC 120 Categorical Exclusion.
    - 5.) Continue coordination with SWA for streetscape design.
  - b. Meetings
    - 1.) Project Team Meetings and Additional meetings with TIRZ as required.
    - 2.) Provide project update at TIRZ CIP Committee and Board Meetings.
    - 3.) Project Team Meeting with SWA.
    - 4.) TxDOT Progress Meeting on 12-05-17

### **Issues and Information we are waiting to receive –**

- 1.) Authorization to Proceed with Phase I Geological Fault Study from the TIRZ 17





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

THEGOODMANCORP.COM

**AUSTIN:**  
911 W. Anderson Lane  
Suite 200  
Austin, TX 78757  
(512) 236-8002

# PROGRESS REPORT

**To:** Scott Bean, Executive Director  
**From:** Jim Webb  
**Date:** December 1, 2017  
**Re:** TIP Project Assistance and Oversight (MCT101) – November 2017

Task	Previous % Complete	Current % Complete
<p><b>1 – Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive</b></p> <p>Comments:</p> <ul style="list-style-type: none"> <li>• Completed quarterly report for H-GAC.</li> <li>• Coordinate with TxDOT planning staff regarding AFA.</li> <li>• Review draft AFA.</li> <li>• Transmit draft AFA and comments to MCRA legal counsel.</li> <li>• Transmit reviewed AFA back to TxDOT.</li> <li>• Provide MCRA legal counsel with resolution approving AFA.</li> </ul>	50%	60%
<p><b>2 – Program Management, Oversight, and Intergovernmental Coordination for North Gessner</b></p> <p>Comments:</p> <ul style="list-style-type: none"> <li>• Review comments and minutes from drainage meeting.</li> <li>• Coordinate calendars for monthly status meetings with TxDOT.</li> <li>• Develop letter to formally change sponsor from Memorial Management District to MCRA.</li> <li>• Review project schedule as provided by RPS. Recommend transmittal to TxDOT.</li> <li>• Completed quarterly report for H-GAC.</li> </ul>	65%	75%

RESOLUTION AUTHORIZING EXECUTION OF AN  
ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF  
TRANSPORTATION

WHEREAS, the Memorial City Redevelopment Authority was awarded discretionary transportation funding through the Houston Galveston Area Council 2015-2018 Transportation Improvement Program Call for Projects for the Memorial Drive Reconstruction and Access Management Project (the "Project"); and

WHEREAS, the Memorial City Redevelopment Authority desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement with the Texas Department of Transportation for the Project (the "Agreement").

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

The Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

DULY PASSED by majority vote of all members of the Board of Directors of the Memorial City Redevelopment Authority on the 5<sup>th</sup> day of December, 2017.

ATTEST:

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

\_\_\_\_\_  
Glenn Airola  
Secretary, Board of Directors

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
CSJ #	0912-72-391	CFDA No.	20.205
District #	12 - HOU	CFDA Title	Highway Planning and Construction
Code Chart 64 #	61731		
Project Name	Memorial Dr Reconstruction and Access Management	<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For  
Surface Transportation Block Grant Program  
Off-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Memorial City Redevelopment Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

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

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115005** authorizing the State to undertake and complete a highway improvement generally described as **Memorial Drive Reconstruction and Access Management (Project)**, and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0912-72-391	<b>CFDA No.</b>	20.205
<b>District #</b>	12 - HOU	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	61731		
<b>Project Name</b>	Memorial Dr Reconstruction and Access Management	<i>AFA Not Used For Research &amp; Development</i>	

## AGREEMENT

**1. Responsible Parties:**

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>N/A</b>	Right of Way and Real Property	Article 14

**2. Period of the Agreement**

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

**3. Scope of Work**

Reconstruct roadway including drainage, access management, and bicycle/pedestrian accommodations on Memorial Drive from Beltway 8 to Tallowood Road as shown on Attachment B.

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is **\$17,142,000** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0912-72-391	<b>CFDA No.</b>	20.205
<b>District #</b>	12 - HOU	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	61731		
<b>Project Name</b>	Memorial Dr Reconstruction and Access Management	<i>AFA Not Used For Research &amp; Development</i>	

- work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
  - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
  - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
  - F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
  - G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
  - H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
  - I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided

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by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

**5. Termination of This Agreement**

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

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

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D. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

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

**7. Remedies**

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

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

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**10. Compliance with Texas Accessibility Standards and ADA**

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

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.



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- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**13. Project Maintenance**

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

**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

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

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

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

**15. Insurance**

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

**16. Notices**

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

<b>Local Government:</b>	<b>State:</b>
Executive Director Memorial City Redevelopment Authority c/o Hawes Hill Calderon LLP P.O. Box 22167 Houston, TX 77227-2167	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

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

**17. Legal Construction**

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

**18. Responsibilities of the Parties**

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

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**19. Ownership of Documents**

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

**20. Compliance with Laws**

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

**21. Sole Agreement**

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

**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for three (3) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are

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directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of

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enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes



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discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

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

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*termination of this Agreement or such other remedy as the recipient deems appropriate.*

**28. Debarment Certifications**

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

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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



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**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**31. Single Audit Report**

If federal funds are used:

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

**32. Signatory Warranty**

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

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

**THE STATE OF TEXAS**

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Signature

---

Kenneth Stewart

---

Typed or Printed Name

---

Director of Contract Services

---

Typed or Printed Title

---

Date

**THE LOCAL GOVERNMENT**

---

Signature

---

Typed or Printed Name

---

Typed or Printed Title

---

Date

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**ATTACHMENT A**  
RESOLUTION OR ORDINANCE



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## ATTACHMENT B



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**ATTACHMENT C**  
**PROJECT BUDGET**

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

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by Local Government)	\$16,252,000	80%	\$13,001,600	0%	\$0	20%	\$3,250,400
Subtotal	\$16,252,000		\$13,001,600		\$0		\$3,250,400
Environmental Direct State Costs	\$10,000	0%	\$8,000	0%	\$0	0%	\$2,000
Right of Way Direct State Costs	\$1,000	0%	\$800	0%	\$0	0%	\$200
Engineering Direct State Costs	\$59,000	0%	\$47,200	0%	\$0	0%	\$11,800
Utility Direct State Costs	\$10,000	0%	\$8,000	0%	\$0	0%	\$2,000
Construction Direct State Costs	\$800,000	0%	\$640,000	0%	\$0	0%	\$160,000
Indirect State Costs	\$10,000	0%	\$0	100%	\$10,000	0%	\$0
<b>TOTAL</b>	<b>\$17,142,000</b>		<b>\$13,705,600</b>		<b>\$10,000</b>		<b>\$3,426,400</b>

Initial payment by the Local Government to the State: \$16,000  
Payment by the Local Government to the State before construction: \$160,000  
Estimated total payment by the Local Government to the State \$176,000  
This is an estimate. The final amount of Local Government participation will be based on actual costs.

## SWA Houston

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Gerdo P. Aquino  
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Marco Esposito  
Tom Fox  
David R. Gal  
Cinda Gilliland  
Ying-Yu Hung  
Richard K. Law  
Hui-Li Lee  
James Lee  
Margaret Leonard  
Gini-Wei Lin  
John Loomis  
Ye Luo  
Charles S. McDaniel  
Pete Radtke  
Sean O'Malley  
Timothy Peterson  
Lawrence Reed  
R. Joseph Runco  
Kevin Shanley  
Elizabeth Sorensen  
David P. Thompson  
James Vics  
John L. Wong  
Xiao Zheng

## PROJECT STATUS REPORT BY SWA

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY REDEVELOPMENT  
AUTHORITY  
PROJECTS: TIRZ #17 CIP  
DATE: 5 December 2017

### CURRENT PROJECTS STATUS

1. W-140 BRIAR BRANCH DRAINAGE IMPRVTS (SWA WO#05 / #08)
  - SWA is responding to RPS on design issues, as requested. SWA will coordinate construction phase services for the grading and minimal landscape work as construction begins.
2. N. GESSNER DRAINAGE AND MOBILITY IMPRVTS – PH 1 (T-1732A) (SWA WO#12)
  - SWA is coordinating the design of the streetscape with RPS as well as the partnering management districts that will be maintaining the improvements (Memorial Management and Spring Branch Management Districts).
3. MEMORIAL DRIVE DRAINAGE AND MOBILITY IMPROVEMENTS - (T1731B)(SWA WO#13)
  - SWA is coordinating the start date for design with LAN pending completion of the AFA.
4. ON-CALL (SWA WO#15)
  - SWA is working with stakeholders (TIRZ 20, City of Houston, TxDOT, Memorial Management District, H-GAC) on the Beltway 8 Pathway connecting Buffalo Bayou and Memorial Drive.
5. TOWN & COUNTRY WEST DRAINAGE AND MOBILITY IMPRVTS (T-1717) (SWA WO#16)
  - SWA is conducting construction phase services in cooperation with LAN on the project for the streetscape improvements.

### NEW PROPOSED PROJECTS STATUS

NO NEW APPROVED // PROPOSED PROJECTS TO REPORT

END OF REPORT