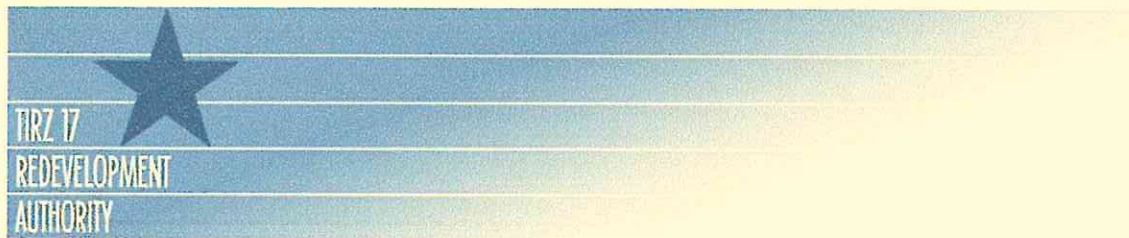


MEMORIAL CITY  
REDEVELOPMENT AUTHORITY,  
TIRZ No. 17,  
City of Houston



Agenda and Agenda Materials  
Meeting of the Board of Directors

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April 24, 2018

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, April 24, 2018, 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 March 27, 2018, regular meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.
5. Receive and consider Municipal Advisor Engagement Letter with Masterson Advisors LLC.
6. CIP Committee.
  - a. Project Update Report from LAN
    - i. Pay Estimate No. 7 from SER Construction Partners, T&C Reconstruction and Drainage Improvements, in the amount of \$500,540.49
  - b. Project Update Report from RPS
  - c. Project Update Report from Goodman Corporation
    - i. Approve Interlocal Agreement with City of Bunker Hill Village.
  - d. 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,  
TAX REINVESTMENT ZONE 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 March 27, 2018 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**

**March 27, 2018**

**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, March 27, 2018, 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 Rickel, thus constituting a quorum. Also present were Scott Bean and Linda Clayton, both of Hawes Hill & Associates, LLP; Jessica Carr, 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, District G; Amy Peck, District A; Jack Valinski, COH; Gary Hill, COH-PWE; Dan Mooney, COH; Ben Gillis and Pat Walters, Memorial Management District; Karen Glynn and Laurie Rosenbaum, both of City of Bunker Hill; Mary Schneider, Office of Congressmen John Culberson; Muhammad Ali, Derek St. John and Ricky Gonzalez, all with LAN; Bart Standley and Natalie Weiershausen, both of RPS; Jim Webb, Goodman Corporation; Jim Shroff, Kay Haslam, Dean Bixler, Ed Browne, Emily Anderson, David Tresch, Cynthia Neely, Virginia Gregory, Bruce Nichols and Lois Myers. Chair Givens called the meeting to order at 8:00 a.m.

**RECEIVE PUBLIC COMMENTS.**

Virginia Gregory commented on the Briar Branch project, Straws and Channel improvements finally being on the agenda; she made comments regarding flooding and the “contamination” of the Daniels’ property. Bruce Nichols commented that Frostwood and nearby neighborhoods are anxiously waiting to hear from the School District and TIRZ regarding detention plans at the sport fields. He commented this is the best detention plan for the neighborhood and thanked the Board for its efforts. Lois Myers commented that we all agree that we need more detention - just who is going to pay for it; she stated her concern is there is not enough mitigation; she commented on the dams at Barker Cypress that were built in the 40’s and stated they cannot handle the rain and runoff; she commented on the developers in the zone. She advocated for a public meeting with the Army Corps, Harris County Flood Control, TIRZ, and City, etc. She stated she does not believe engineer studies are going to help flooding. Kay Haslam commented on flooding and the 800 townhomes that flooded; she had

questions regarding plans for BW 8 bridge. Cynthia Neely implored that the TIRZ focus on detention basins south and north of I-10; she commented on the proposed detention at the sport fields.

**APPROVE MINUTES OF THE FEBRUARY 27, 2018, REGULAR MEETING.**

Upon a motion duly made by Director Durham, and being seconded by Director Heins, the Board voted unanimously to approve the Minutes of the February 27, 2018, 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 Freels, and being seconded by Director Durham, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

**REVIEW ARBITRAGE REBATE REPORT FOR SERIES 2008 BONDS.**

Ms. Carr reviewed the Arbitrage Rebate Report for Series 2008 Bonds, included in the Board agenda materials; and reported no excess earnings.

**CIP COMMITTEE.**

**a. Project Update Report from LAN**

Mr. Ali provided an update on Town & Country West Drainage & Mobility Improvements, a copy of the progress report is included in the board materials. He reported the box culverts along Town & Country Blvd. between I-10 and Town & Country way have been completed. He reported concrete paving has begun on the northbound lane of Town & Country Blvd. He reported the kickoff meeting with TxDOT for Memorial Drive was held March 9, 2018. He emphasized that no water will be diverted and that Harris County Flood Control, City of Houston and TxDOT will not allow any impact and this will be demonstrated with the impact analysis that will be conducted; and these agencies will not approve the plans if there is an impact.

**i. Pay Estimate No. 6 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of \$1,035,735.08**

Mr. Ali reviewed Pay Estimate No. 6 from SER Construction Partners, included in the Board agenda materials. He reported LAN has reviewed the pay application and concurs with the amounts and quantities and is recommending for approval. Upon a motion duly made by Director Hodges, and being seconded by Director Heins, the Board voted unanimously to approve Pay Estimate No. 6 from SER Construction Partners, T&C Reconstruction and Drainage Improvement, in the amount of \$1,035,735.08.

**ii. Approve Town & Country License Agreement**

Ms. Carr reviewed License Agreement for Temporary Construction Area, included in the Board agenda materials. She reported the agreement provides permission to TIRZ contractors to be on the property to construct the improvements. Upon a motion duly made by Director Heins, and being

seconded by Director Hodges, Directors Heins, Durham, Hodges, Givens and Airola voted to approve the License Agreement for Temporary Construction Area, as presented. Director Freels abstained. The motion passed.

**iii. Consider proposal for additional bollards and up-lighting for Town & Country Way**

Mr. Ali reviewed a conceptual cost estimate for additional GFCI bollards and up-lighting for Town & Country Blvd. and Town & Country Way. He reported Midway has agreed to pay for the design and for their frontage. A copy of the rendering and cost estimate is attached as Exhibit A. He reported Midway has agreed to pay for the electrical and conduit in the round-a-bout. He stated if the Board does not want to pay for the additional bollards and up-lighting LAN is recommending the Board approve paying for the conduit. He stated one concern is that if the conduit is not installed then at a later date someone may come in and tear up the sidewalks to install the conduit. Mr. Gonzalez stated LAN has estimated the installation of the conduit will cost approximately \$13,000-15,000. Mr. Ali reported Midway has agreed to pay for the maintenance of the lighting and the Management District will maintain the trees. Mr. Ali reported this is part of the Town & Country Drainage and Mobility Improvement project. After full discussion by the Board, and upon a motion duly made by Director Airola, and being seconded by Director Durham, Directors Heins, Durham, Hodges, Givens and Airola authorized LAN and ABHR to negotiate (1) a change order to the construction contract; and (2) a cost sharing agreement with adjoining landowner to install electrical conduit, GFC bollards and landscaping up-lighting along the project right-of-way not exceed \$162,106.50. Director Freels abstained. The motion passed.

**b. Project Update Report from RPS**

Mr. Standley provided an update on the N. Gessner Drainage and Mobility Improvement project, a copy of the progress report is included in the board agenda materials.

**i. Presentation on W-140 Channel Improvements including authorization to bid the project**

Mr. Standley provided an update on the Briar Branch Channel Improvements, Straws and Bridge project, a copy of the progress report is included in the Board agenda materials. He reported the bridge will be a closed system. He answered questions regarding the project. Upon a motion duly made by Director Durham, and being seconded by Director Hodges, the Board voted unanimously to authorize RPS to begin the bidding process once the plans have been approved.

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

Mr. Webb provided an update on TIP project assistance for Memorial Drive and North Gessner projects, a copy of the Progress Report is included in the Board agenda materials.

**i. Consider proposal for additional scope of services for Memorial Drive and North Gessner**

Mr. Webb reviewed the Contract with The Goodman Corporation and the scope of services to be provided. He reported this is for two TxDOT funded projects and continued project implementation assistance by TGC on the projects at a cost of \$20,000 for N. Gessner project; and \$105,000 for the

Memorial Drive project. Upon a motion duly made by Director Heins, and being seconded by Director Freels, the board voted unanimously to approve the Contract with The Goodman Corporation, as presented, with the scope of services to include continued project implementation assistance for the N. Gessner project and the Memorial Drive project, as presented.

**ii. Approve Interlocal Agreement with City of Bunker Hill Village**

Mr. Webb reviewed the Interlocal Agreement between the City of Bunker Hill Village and Memorial City Redevelopment Authority, included in the Board agenda materials. He reported the Agreement sets forth the parameters for cost-sharing for the section of Memorial Drive from Tallowood to Gessner. He reported in exchange for the City of Bunker Hill Village sponsoring the grant funding the Redevelopment Authority will pay the project management fees. Ms. Glynn stated the ILA needs to be approved by its City Council and she wanted to disclose the City of Bunker Hill Village is a little over budget on this project. Upon a motion duly made by Director Hodges, and being seconded by Director Heins, the Board voted unanimously to approve the Interlocal Agreement with City of Bunker Hill Village, as presented.

**d. Project Update Report from SWA**

SWA's Progress 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.**

The Board convened in Executive Session at 9:18 a.m.

**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.**

**9:32 a.m. Director Hodges left meeting**

The Board reconvened in Open Session at 9:41 a.m.

Upon a motion duly made by Director Heins, and being seconded by Director Durham, the Board voted unanimously to authorize execution of a right of entry agreement.

**ADJOURNMENT**

There being no further business to come before the Board, Chair Givens adjourned the meeting at 9:42 a.m.

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Secretary

List of Exhibits:

- A. Draft Rendering of Town & Country Blvd. and Cost Estimate for GFCI Bollards and Up-Lighting



MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,  
TAX REINVESTMENT ZONE 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**  
**March 31, 2018**

**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	21,812,131.24	0.00	15,924.03	21,828,055.27
Revenue	23,594.13	0.00	20.38	23,614.51
Expenditures	1,210,822.15	0.00	0.00	1,210,822.15
Ending Balance	20,624,903.22	0.00	15,944.41	20,640,847.63

**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		214,972.00	214,972.00
			<b>Total FYE 2018</b>	<b>4,196,175.50</b>

## General Operating Fund

**BEGINNING BALANCE:** **21,812,131.24**

**REVENUE:**

Checking Interest - Wells Fargo	123.77	
Texpool Interest	1,113.45	
Wells Fargo/TexSTAR (Surplus Funds) Interest	22,044.79	
Texas Exchange CD Interest	312.12	
Voided Check(s)	0.00	
<b>Total Revenue:</b>		<b>23,594.13</b>

**DISBURSEMENTS:**

Checks Presented At Last Meeting	1,210,822.15	
Checks Written at/after Last Meeting	0.00	
<b>Total Expenditures</b>		<b>1,210,822.15</b>

**Ending Balance:** **20,624,903.22**

**Location of Assets:**

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1500	7,699,333.63
TexPool	*0001	1.5156	866,169.32
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	1.4995	11,809,400.27
Texas Exchange Bank CD	*3601	1.4700	250,000.00
		<b>Total</b>	<b>20,624,903.22</b>
Certificate of Deposit	CD *3601	Term: 12 Months	Matures: 09/28/2018

**Memorial City Redevelopment Authority**  
**Checks Presented**  
**April 24, 2018**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
2812	Allen Boone Humphries Robinson LLP	Legal Fee	-9,390.07
2813	Blank Rome LLP	Legal Services	-427.60
2814	Equi-Tax, Inc	Tax Assessor Fee	-400.00
2815	ETI Bookkeeping Services	Bookkeeping Fee	-900.00
2816	Hawes Hill & Associates	Professional Consultant	-8,000.00
2817	JLL Valuation & Advisory Services	Appraisal Services	-4,000.00
2818	Klotz Associates Inc	Engineering Consultant	-25,120.90
2819	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-77,663.20
2820	Sal Esparza, Inc.	Landscaping	-2,178.64
2821	SER Construction Partners, LLC	Pay Estimate No. 7	-550,540.49
2822	SWA Group	Engineering Consultant	-9,217.17
2823	Texas Department of Transportation	Memorial Drive Reconstruction	-16,000.00
2824	The Goodman Corporation Inc	Contract Services	-1,951.46
<b>Total</b>			<b>-705,789.53</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>15,924.03</b>
<b>REVENUE</b>		
TexPool DSF Interest	11.30	
Wells Fargo/TexSTAR (2008 DSF) Interest	9.03	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.05	
<b>Total Revenue</b>		<b>20.38</b>
<b>EXPENDITURES</b>		
2008 Debt Service Interest Payment	0.00	
Trustee Fee	0.00	
<b>Total Expenditures</b>		<b>0.00</b>
<b>ENDING BALANCE</b>		<b>15,944.41</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	1.4995	7,110.20
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	1.4995	55.44
TexPool	*0004	1.5156	8,778.77
<b>Total</b>			<b>15,944.41</b>

Memorial City Redevelopment Authority  
Investment Report  
March 31, 2018

**SCHEDULE OF INVESTMENTS**

Investment Pools		Interest Rate	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance		
Fund	Location Of Assets		Market	N.A.V.	Book	Market	N.A.V.	Book
GOF	TexPool	1.5156	864,934.76	0.99986	865,055.87	866,004.75	0.99981	866,169.32
DSF	TexPool	1.5156	8,766.24	0.99986	8,767.47	8,777.10	0.99981	8,778.77
GOF	Wells Fargo/ TexStar	1.4995	19,785,713.13	0.999917	19,787,355.48	11,808,124.85	0.999892	11,809,400.27
DSF	Wells Fargo/ TexStar DSF	1.4995	7,100.58	0.999917	7,101.17	7,109.43	0.999892	7,110.20
DSF	Wells Fargo/ TexStar PI Rev	1.5156	55.39	0.999917	55.39	55.43	0.999892	55.44

**Certificates of Deposit**

Fund	Location Of Assets	Interest Rate	Purchase Value	Term	Maturity Date	Beginning Balance	Deposits or (Withdrawals)	Ending Balance
GOF	TX Exch *3601	1.4700	245,000.00	12 Months	9/28/2018	250,000.00	(312.12)	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	909,719.89	123.77	6,789,489.97	7,699,333.63

**Collateral Pledged In Addition to FDIC**

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	7,699,333.63	BNYM	13,386,719	WU2246	10,569,435	10,384,731

**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. I hereby certify that pursuant to the Senate Bill 253 and in connection with the preparation of this investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the District does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper

Investment Officer

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

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
**March 2018**

				March			Year To Date (9 Months)			Annual
				Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>										
<b>Income</b>										
1000 · Income										
		8223 · Interest Income		23,615	3,081	20,534	187,236	27,727	159,509	36,969
		8930 · Bond Proceeds		0	0	0	0	0	0	73,300,000
		<b>Total 1000 · Income</b>		<b>23,615</b>	<b>3,081</b>	<b>20,534</b>	<b>187,236</b>	<b>27,727</b>	<b>159,509</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>23,615</b>	<b>3,081</b>	<b>20,534</b>	<b>15,918,409</b>	<b>16,626,801</b>	<b>-708,392</b>	<b>93,336,043</b>
<b>Expense</b>										
		3335 · Management Consulting Services								
		6320 · Legal		3,240	12,500	-9,260	19,306	112,500	-93,194	150,000
		6322 · Eng Consultant/General Prof.Svc		0	1,667	-1,667	23,708	15,000	8,708	20,000
		6323 · Legal Litigation		540	0	540	29,681	0	29,681	0
		6337 · Construction Audit		0	0	0	3,250	3,250	0	10,000
		6343 · Other		0	0	0	1,548	0	1,548	0
		<b>Total 3335 · Management Consulting Services</b>		<b>3,780</b>	<b>14,167</b>	<b>-10,387</b>	<b>77,493</b>	<b>130,750</b>	<b>-53,257</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	1,096,176	1,096,176	0	1,096,176
		5710c · Trustee Fee		0	0	0	10,377	9,500	877	9,500
		5710 · Other Debt Items								
		5710 · Other Debt Items - Other		0	0	0	5,000	0	5,000	0
		<b>Total 5710 · Other Debt Items</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>5,000</b>	<b>0</b>	<b>5,000</b>	<b>0</b>
		<b>Total 5706 · Debt Service</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>4,211,553</b>	<b>4,205,676</b>	<b>5,877</b>	<b>4,205,676</b>
		6300 · Administration & Overhead								
		6321 · Auditor		0	0	0	20,250	20,000	250	20,000
		6333 · Bookkeeping/Accounting		900	900	0	8,417	8,100	317	10,800
		6340 · Administration Salaries/Benefit		8,000	8,000	0	80,000	72,000	8,000	96,000
		6344 · Bond Svcs/Trustee/FA		400	267	133	3,600	2,400	1,200	3,200
		6350 · Office Expense		0	250	-250	0	2,250	-2,250	3,000
		6353 · Insurance		0	0	0	961	1,290	-329	1,290
		<b>Total 6300 · Administration &amp; Overhead</b>		<b>9,300</b>	<b>9,417</b>	<b>-117</b>	<b>113,228</b>	<b>106,040</b>	<b>7,188</b>	<b>134,290</b>
		7000 · Capital Expenditure								
		1701 · Gessner Widening		0	0	0	613	0	613	0
		1709 · Lumpkin I-10 Westview		868	0	868	4,336	0	4,336	0

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
**March 2018**

	March			Year To Date (9 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1717 · Town & Country W. Drain/Mobil	614,460	293,333	321,127	4,427,134	2,640,000	1,787,134	3,520,000
1722 · Town & Country Blv Signalizatn	525	0	525	1,138	0	1,138	0
1725 · Parks & Green Space Improv.	1,960	10,417	-8,457	4,697	93,750	-89,053	125,000
1731A · Detention Basin & W-140 Bridge	1,311	0	1,311	7,044	0	7,044	0
1731B · Memorial Drainage & Mobility	0	0	0	245	0	245	0
1732A · N Gessner Drainage & Mobility	14,057	49,758	-35,701	223,829	447,825	-223,996	597,100
1734 · W140 Channel Improvements	14,847	526,250	-511,403	132,880	4,736,250	-4,603,370	6,315,000
1735A · Detention Basin A	6,231	83,333	-77,102	9,976	750,000	-740,024	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	38,450	33,333	5,117	139,459	300,000	-160,541	400,000
1738B · Memorial Dr Drain & Mobility 2	0	4,167	-4,167	0	37,500	-37,500	50,000
1799 · Concrete Panel Replace Program	0	2,917	-2,917	0	26,250	-26,250	35,000
<b>Total 7000 · Capital Expenditure</b>	<b>692,709</b>	<b>1,003,508</b>	<b>-310,799</b>	<b>6,600,944</b>	<b>10,681,168</b>	<b>-4,080,224</b>	<b>13,691,693</b>
<b>Total Expense</b>	<b>705,789</b>	<b>1,027,092</b>	<b>-321,303</b>	<b>11,789,777</b>	<b>15,953,588</b>	<b>-4,163,811</b>	<b>21,298,232</b>
<b>Net Income</b>	<b>-682,174</b>	<b>-1,024,011</b>	<b>341,837</b>	<b>4,128,632</b>	<b>673,213</b>	<b>3,455,419</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)

April 12, 2018

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

Client/Matter: MEM001-01  
 Statement Number: 94765  
 Billing Attorney: Jessica Biddle Carr

General


**REMITTANCE PAGE**

Fees for services posted through April 06, 2018 3,221.25  
 Expenses and Other items posted through April 06, 2018 18.82  
**Total Amount Due: \$3,240.07**

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

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

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

 Code # 6320  
4/12/2018



**ALLEN BOONE HUMPHRIES ROBINSON LLP**

Telephone: 713-860-6400

April 12, 2018

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

Client/Matter: MEM001-01  
 Statement Number: 94765  
 Billing Attorney: Jessica Biddle Carr

Mr. Michelle Lofton  
 ERI Bookkeeping Services  
 17111 Rolling Creek Drive, Suite 110  
 Houston, TX 77090

General

**Professional Fees**  
 Fees for services posted through April 06, 2018, as follows:

Date	Professional	Hour
03/05/18	Keilah Wade	0.25
03/20/18	Jessica Biddle Carr	1.25
03/26/18	Keilah Wade	0.25
03/27/18	Jessica Biddle Carr	2.50
03/29/18	Timothy Austin	0.50
04/02/18	Gabby Gomez	0.50

Total Task Hours: 5.25  
 Total Task Amount: \$2,433.75

**Public Information Requests**

02/02/18	Jessica Biddle Carr	0.75
02/05/18	Jessica Biddle Carr	0.50
04/05/18	Jessica Biddle Carr	0.25

Total Task Hours: 1.50  
 Total Task Amount: \$787.50

Allen Boone Humphries Robinson LLP  
 April 12, 2018

Total Fees: \$3,221.25

**Expenses and Other Items**

Expenses and Other Items posted through April 06, 2018, as follows:

Date	Description	Hours	Amount
03/12/18	PH Postage	2.68	
03/19/18	Photocopy Charges	1.20	
03/19/18	Photocopy Charges	0.75	
03/26/18	Photocopy Charges	1.20	
03/27/18	JBC Mileage expense	11.99	
03/27/18	JBC Toll Charges	1.00	
Total Expenses and Other Items:			18.82

**TASK FEE BREAKDOWN**

General  
Public Information Requests

Hours	Amount
5.25	2,433.75
1.50	787.50
Total Expenses and Other Items: \$ 18.82	
Total Amount Due: \$ 3,240.07	

**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)

April 12, 2018

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

Client/Matter: MEM001-03  
Statement Number: 94765  
Billing Attorney: Jessica Biddle Carr

Projects

**REMITTANCE PAGE**

Fees for services posted through April 06, 2018 6,037.50  
Expenses and Other Items posted through April 06, 2018 0.00  
Total Amount Due: \$6,037.50

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

Allen Boone Humphries Robinson LLP  
PO Box 4346  
Department 80  
Houston, TX 77210-4346

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

Code: VHTICES  
See Detail  
4-12-2018



ALLEN BOONE HUMPHRIES ROBINSON LLP

MEM001-03  
94766  
April 12, 2018

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Michelle Lofton  
ETI Bookkeeping Services  
17111 Rolling Creek Drive, Suite 110  
Houston, TX 77090

Client/Matter:  
Statement Number:  
Billing Attorney:

MEM001-03  
94766  
Jessica Biddle Carr

Telephone conference with Scott Bean and follow up regarding real estate appraiser.  
Exchange of emails with Arturo Michel.  
Telephone conference with Erica Ries regarding land appraisal and follow up regarding the same.  
Review letter from SBISD and follow up regarding the same; follow up with Arturo Michel; telephone conference with Ann Givens, Muhammed Ali and Scott Bean.  
Draft response letter to SBISD regarding proposed project.  
Review comments to SBISD letter and follow up regarding the same.  
Exchange of emails with attorney for SBISD and follow up with Scott Bean regarding the same.  
Follow up regarding right of entry agreement.

01/29/18 Jessica Biddle Carr 0.25  
02/28/18 Jessica Biddle Carr 0.25  
03/02/18 Jessica Biddle Carr 0.50  
03/08/18 Jessica Biddle Carr 1.00  
03/09/18 Jessica Biddle Carr 1.25  
03/19/18 Jessica Biddle Carr 0.25  
03/23/18 Jessica Biddle Carr 0.25  
03/27/18 Jessica Biddle Carr 0.25

Professional Fees

Fees for services posted through April 06, 2018, as follows:

**Date** **Professional** **Hours**  
02/28/18 Retention Basin 1735 Jessica Biddle Carr Telephone conference with Scott Bean and with Ann Givens. 0.25  
02/26/18 Gessner at Barrymoor Inters-1735 Jessica Biddle Carr Review proposal for N Gessner traffic study and follow up email correspondence regarding the same. 0.25  
01/25/18 Memorial Drainage & Mobility -1735 Jessica Biddle Carr Review Advance Funding Agreement and follow up regarding the same. 0.25  
01/31/18 Jessica Biddle Carr Discuss Interlocal Development Agreement with Jim Webb. 0.50  
02/08/18 Jessica Biddle Carr Review interlocal agreement. 1.25  
02/07/18 Jessica Biddle Carr Review and revise draft of Interlocal Agreement for Texas Department of Transportation grant application. 0.50  
02/08/18 Jessica Biddle Carr Telephone conference with Jim Webb regarding interlocal agreement and review revised draft. 0.50

**Total Task Hours:** 2.75  
**Total Task Amount:** \$1,443.75

Town & Country W. Drain/Mobil - 1717

02/08/18 Jessica Biddle Carr Research and follow up regarding replacement of hotel sign at SFP properties. 0.50  
02/15/18 Jessica Biddle Carr Telephone conference with Ricky Gonzales regarding hotel sign removal. 0.25  
03/14/18 Jessica Biddle Carr Exchange of emails with Colton Beardmore regarding license agreement. 0.25  
03/19/18 Jessica Biddle Carr Review comments to license agreement and follow up regarding the same. 0.50  
03/21/18 Jessica Biddle Carr Discuss License Agreement with Midway attorney; exchange of emails with LAN regarding reimbursement for hotel sign removal and replacement. 0.50  
03/22/18 Jessica Biddle Carr Work on license agreement. 0.50  
03/28/18 Jessica Biddle Carr Discuss SBISD response letter with John Rickel. 0.25  
03/27/18 Jessica Biddle Carr Follow up regarding license agreement. 0.25  
03/28/18 Jessica Biddle Carr Discuss electrical conduit and lighting cost sharing with engineer and landscape architect. 0.25

**Total Task Hours:** 4.00  
**Total Task Amount:** \$2,100.00

Town & Country Bv Signalization - 1722

03/12/18 Jessica Biddle Carr Draft License Agreement for comers and follow up with Colton Beardmore regarding the same. 1.00

**Total Task Hours:** 1.00  
**Total Task Amount:** \$525.00  
**Total Fees:** \$6,037.50

Statement Number:

**TASK FEE BREAKDOWN**

Task Description	Hours	Amount
Detention Basin 1735	0.25	131.25
Cessner at Barmykroll Inters- 1732 A	0.25	131.25
Memorial Drainage & Mobility - 1738A	2.75	1,443.75
SBMSA detention 1735	4.00	2,100.00
Town & Country W. Drain/Mobil - 1717	3.25	1,706.25
Town & Country Blv Signalization - 1722	1.00	525.00

Total Fees: \$ 6,037.50  
 Total Expenses and Other Items: \$ 0.00  
**Total Amount Due: \$ 6,037.50**

**ALLEN BOONE HUMPHRIES ROBINSON LLP**

To contact the ABHR Billing Department, please call 713-560-6400 or email at [billing@abhr.com](mailto:billing@abhr.com)

April 12, 2018

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

Client/Matter: MEM001-21  
 Statement Number: 94767  
 Billing Attorney: Jessica Biddle Carr

Litigation

**REMITTANCE PAGE**


Fees for services posted through April 06, 2018 112.80  
 Expenses and Other Items posted through April 06, 2018 0.00  
**Total Amount Due: \$112.80**

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

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

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

Catie H 6323  
 4-12-2018



**Invoice**

**Equi-Tax Inc.**

DATE	INVOICE #
4/1/2018	52363

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

**BLANKROME**

717 TEXAS AVENUE  
SUITE 1400  
HOUSTON, TX 77002  
(713) 224-8855 FAX (713) 224-6995  
FEDERAL TAX ID. NO. 23-1311874

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

INVOICE DATE  
MATTER NO.  
INVOICE NO.

APRIL 05, 2018  
148310-006601 02752  
1730342

REGARDING: MEMORIAL CITY REDEVELOPMENT AUTHORITY AND  
REINVESTMENT ZONE NUMBER 17, CITY OF HOUSTON, TEXAS  
CIVIL ACTION NO. 04:16-CV-01456; 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 03/31/18 \$ 427.50  
FOR DISBURSEMENTS ADVANCED THROUGH 03/31/18 0.10  
CURRENT INVOICE TOTAL \$ 427.60

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

*4-1-18 6:32 PM*

ACH / WIRE	MAIL
<b>BANK NAME:</b> Citizens Bank <b>ADDRESS:</b> Philadelphia, PA <b>ACCOUNT TITLE:</b> Blank Rome LLP <b>ACCOUNT NUMBER:</b> 623869336 <b>ABA NUMBER:</b> 036076150 (Domestic) <b>SWIFT CODE:</b> CTZUUS33 (International)	<b>BANK NAME:</b> Blank Rome LLP <b>Addr:</b> Finance Department One Logan Square 130 North 18th Street Philadelphia, PA 19103-6998

FRISTWUNHA NEW YORK NEW JERSEY DELAWARE WASHINGTON, DC FLORIDA CALIFORNIA OHIO TEXAS ILLINOIS

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00

Invoice emailed to Michelle Lofton at ETI Bookkeeping Services at  
 bklp1@etiaccounting.com  
 and to Scott Bean sbteam@haweshill.com and Linda Clayton  
 lclayton@haweshill.com at Hawes Hill

**Total** \$400.00  
*Code # 6333*  
*4-1-18 2018*

ETI Bookkeeping Services  
 PO BOX 73109  
 Houston, TX 77273

Date	Invoice #
4/1/2018	8205

**Invoice**

Bill To  
 TRIZ 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  
 4-11-2018



JLL Valuation & Advisory Services  
 200 East Randolph Drive  
 Chicago, IL 60601  
 United States

TRIZ 17/Memorial City Redevelopment Authority  
 c/o Hawes Hill & Associates, LLP  
 9610 Long Point Rd, Suite 150  
 Houston TX 77055  
 United States  
 Mr. Scott Bean

Invoice Number: USR24-VAS-000223  
 Invoice Date: 18-Apr-2018  
 Payment Terms: 30 Days  
 Customer ID: CUS90001738  
 Contract Number: CON100041819  
 Project Number: 1701-18-137017  
 Project Name: Sports Complex

Appraiser Contact: Jim Patterson  
 Sports Complex Drainage Easement  
 HCAD #3131-789-001-0001  
 Appraisal Services

**INVOICE**

Amount (USD)

4,000.00

Total Amount Due \$:

Code # 1735  
 4-18-2018

Please include stub with Your payment  
 Please make check payable to:  
 JLL Valuation & Advisory Services  
 Note: Indicate the Invoice Number on check as a reference

Invoice Number:	USR24-VAS-000223
Customer ID:	CUS9001738
Contract Number:	CON100041819
Project Number:	1701-18-137017
Project Name:	Sports Complex

Mail Check To:  
 Name of Bank: BMO Central Bank N.A  
 ADDRESS: PO Box 71893  
 Chicago, IL 60694-1893  
 United States

Wire Funds To:  
 Account Name: Jones Lang LaSalle Americas, Inc.  
 Bank Name: BMO Central Bank N.A IL United States  
 Account Number: 304440-1  
 ABA #: 071000288

If you have questions regarding this invoice, please contact: CompAR\_ServCent@sm.jll.com



Mr. Scott Bean  
Executive Director  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

TIRZ 17 Memorial City Redevelopment Authority Briar Branch Channel Improvements & Straws  
HCPCD Unit W140-01-40  
For Professional Services rendered from March 3, 2018 to March 31, 2018.

April 6, 2018  
Project No: 006314  
Invoice No: 318096  
Legacy Project No: 1111.002.000

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
Basic Services (L.S)	943,433.74	97.50	919,847.91	917,489.33	2,358.58
Additional Services (T&M)	167,616.26	94.7526	158,820.71	149,059.80	9,760.91
Total Fee	1,111,050.00		1,078,668.62	1,066,549.13	12,109.49
					12,109.49
					\$12,109.49
<b>Consultants</b>					
Geotech Engineering & Testing					
Total Consultants		1.08 times	2,535.00	2,535.00	2,737.80
					\$2,737.80
<b>Recap:</b>					
Total Billings	Current	Previous	To-Date		
Contract Amount	14,847.29	1,066,559.14	1,081,406.43		
Balance			1,111,050.00		
			29,643.57		
		Total Due This Invoice:			\$14,847.29

Result Payment:  
1160 N Dairy Ashford, Suite 500, Houston, Texas, 77079  
T: (281) 586-7257 F: (281) 569-7399  
Routing # 111000814 Bank # 697856877

Code # 1734  
1-11-2018

**Memorial City Redevelopment Authority / TIRZ 17**

RPS klotz associates  
1140 Dairy Ashford, Suite 500, Houston, Texas 77079  
T 281.589.7337 E info@klotz.com W www.rpsklotz.com | www.klotz.com

Briar Branch (W140-01-00) Channel Improvements &  
Briar Branch Straws and Bunker Hill Bridge  
TIRZ 17 CIP No. T-1734A & T-1734B  
Master Agreement (07-30-13)  
Klotz Assoc. Job No. 1111.002.000

Professional Services Summary  
Through 3/31/18  
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
II. Phase II - Final Design	\$943,433.74	\$943,433.74	97.50%	\$919,847.90	\$917,489.31	\$2,358.58
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
SubTotal Basic Services	\$943,433.74	\$943,433.74		\$919,847.90	\$917,489.31	\$2,358.58
<b>Additional Engineering Services / SubContracted Services / Reimbursible Expenses</b>						
I. Additional Engineering Services	\$81,460.00					
1. TCPA - Traffic Control Plans		\$38,739.00	88.85%	\$38,673.18	\$37,833.18	\$840.00
2. SWQP - Stormwater Pollution Prevention Plans		\$17,020.00	99.94%	\$17,010.00	\$16,830.00	\$180.00
3. Signing & Striping Plans		\$20,016.00	98.98%	\$20,005.00	\$14,485.00	\$5,520.00
4. ESA 1 (Straws) - RPS Klotz		\$5,700.00	100.00%	\$5,700.00	\$5,226.89	\$473.11
II. SubContracted Services	\$50,661.96					
1. Add'l Topo. Survey		\$29,502.80	100.00%	\$29,502.80	\$29,502.80	\$0.00
2. Tree Protection Plan		\$10,000.00	62.20%	\$6,717.60	\$6,717.60	\$0.00
3. Geotech (Straws)		\$40,359.06	100.00%	\$40,359.06	\$37,621.26	\$2,737.80
III. Reimbursible Expenses	\$5,484.30					
1. Reimbursible Expenses		\$5,484.30	7.05%	\$387.22	\$387.22	\$0.00
SubTotal Additional Services	\$167,616.26	\$167,616.26		\$158,364.98	\$148,464.05	\$9,760.91
<b>Total Professional Services Fees</b>	\$1,111,050.00	\$1,111,050.00		\$1,078,202.88	\$1,065,953.36	\$12,109.49
<b>Total Fees Earned this Period</b>						\$12,109.49



1160 Daisy Ashford, Suite 500, Houston, Texas 77079  
 T 281 589 7257 W rpsgrp.com/usa

## Monthly Status Report

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

CIP No: T-1734A & T-1734B  
 Period: Through March 31, 2018  
 RPS Klotz Assoc. Project No: 1111.002.000 / 006314

### Activities This Period

1. Authorizations
  - a. Ph II Final Design - Authorization received dated 03-07-14, 09-06-16
  - b. Ph II Final Design - Authorization for fund reallocation 01-18-18.
2. Basic Services
  - a. Drainage Impact Study
    - 1.) Final 'no objection' letter received from HCFCD 01-03-18.
    - 2.) COH approval granted 09-22-17.
  - b. Construction Drawings
    - 1.) 95% plan comments received from COH 12-11-17. Comments addressed and 100% plans submitted to COH 03-15-18 with updated Geotech and Environmental reports obtained and incorporated.
    - 2.) 100% plans submitted to HCFCD 03-15-18 for simultaneous review.
    - 3.) Final Notice Utility Letters coordinated with City and distributed by City 02-05-18. Coordination ongoing with CenterPoint, Comcast and AT&T. Additional files provided to CenterPoint 02-14-18 as requested. Met in the field with Comcast 03-01-18 to verify non-issue of conflicts. Additional files provided to AT&T 03-21-18 as requested.
3. Additional Services
  - a. SWPPP
    - 1.) SWPPP Report submitted to COH 02-14-18. "No comments" letter received 03-12-18.
  - b. Environmental Investigation
    - 1.) Updated ESA I as 6-month expiration has passed. Resubmitted combined channel and straws report to City 03-07-18. Comments received 03-23-18; resubmitted final copy 03-26-18.
  - c. Survey (Kuo)
    - 1.) Final survey control sheets provided and included in 100% plan set.



1160 Daisy Ashford, Suite 500, Houston, Texas 77079  
 T 281 589 7257 W rpsgrp.com/usa

- d. Tree Protection (C.N. Koehl Urban Forestry)
  - 1.) Final tree protection sheets provided and included in 100% plan set.

- e. Geotechnical Investigation (Geotech Engineering)
  - 1.) Updated & finalized channel & straw geotech reports resubmitted to COH 03-07-18.
4. Meetings
  - a. Project Team Meetings as required.
  - b. Additional meetings with TIRZ, SWA, HCFCD and COH as required.
  - c. Attended and provided project updates at TIRZ Board Meeting and TIRZ Board CIP Committee Meeting as requested.

### Activities Planned for Next Period

1. Ph II Final Design.
  - a. Basic and Additional Services
    - 1.) Obtain final approvals on construction drawings, geotechnical reports and environmental report.
    - 2.) Finalize project manual and cost estimate.
    - 3.) Prepare for bidding.
    - 4.) 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





Memorial City Redevelopment Authority / TIRZ 17

North Gessner Drainage and Mobility Improvements  
IH10 (Gary Frewy) to Washview & Westview to Long Point  
TIRZ 17 CIP No. T-1732A & T-1732B  
RPS Kbrz Assoc. Job No. 1111.004.000



Mr. Scott Bize  
Executive Director  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

April 2, 2018  
Project No: 006602  
Invoice No: 318017  
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 -  
TIRZ 17 CIP No. T-1732A  
Zero-Emissions Services rendered from March 3, 2018 to March 31, 2018.

Description	Contract Amount	Percent Complete	Billed to Date	Previously Invoiced	Current Invoice
PHI Final Design T-1732A & B (TXDOT)	460,700.00	15.03	69,243.21	58,969.60	10,273.61
PHI Final Design T-1732B (COR)	127,435.00	100.00	127,435.00	127,435.00	0.00
PHI Final Design T-1732A (COH)	474,170.00	100.00	474,170.00	474,170.00	0.00
PHI PER Update	107,850.00	100.00	107,850.00	107,850.00	0.00
Additional Services	214,087.96	57.928	124,016.78	124,016.78	0.00
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		902,714.99	892,441.38	10,273.61

Receipt:  
 Total Billings 10,273.61  
 Contract Amount 1,427,042.96  
 Balance 524,327.97

Total Due This Invoice: \$10,273.61



Code # 1732A  
4-11-2018

Remit Payment:  
1160 N Dairy Ashford, Suite 500, Houston, Texas, 77079  
T: (281) 589-7257 F: (281) 689-7300  
Routing # 111000614 Bank # 607856877

1160 Dairy Ashford, Suite 500, Houston, Texas 77079  
T: 281-589-7257 or rps@rps.com

Professional Services Summary  
Through 03/31/18  
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 Update	\$107,850.00	\$107,850.00	100.0000%	\$107,850.00	\$107,850.00	\$0.00
II. Phase II - Final Design						
1. T-1732A (COH)	\$474,170.00	\$474,170.00	100.00%	\$474,170.00	\$474,170.00	\$0.00
2. T-1732B (COR)	\$127,435.00	\$127,435.00	100.00%	\$127,435.00	\$127,435.00	\$0.00
3. T-1732A & B (TXDOT)	\$460,700.00	\$460,700.00	15.03%	\$69,243.21	\$58,969.60	\$10,273.61
III. Phase III - CPS (Not Authorized)	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Sub Total Basic Services</b>	\$1,170,165.00	\$1,170,165.00		\$778,998.21	\$768,424.60	\$10,273.61
<b>Additional Expenditures Services / Sub-Contracted Services / Reimbursable Expenses</b>						
I. Additional Engineering Services	\$149,761.00					
1. TCPs - Traffic Control Plans	\$33,290.00	\$33,290.00	75.17%	\$17,499.56	\$17,499.56	\$0.00
2. Traffic Signals - 4 Comp Modes & 1 New (Gessner & Westview)	\$66,010.00	\$66,010.00	49.65%	\$33,766.97	\$33,766.97	\$0.00
3. SW33P - Stormwater Pollution Prevention Plans	\$11,100.00	\$11,100.00	90.32%	\$10,025.00	\$10,025.00	\$0.00
4. PH 2 EBA	\$47,371.00	\$47,371.00	90.19%	\$42,723.42	\$42,723.42	\$0.00
II. Sub-Contracted Services						
1. Updated Geotechnical Invest. (Advise)	\$22,224.24	\$22,224.24	90.00%	\$20,001.82	\$20,001.82	\$0.00
2. Updated Survey (Kuo)	\$26,973.00	\$26,973.00	0.00%	\$0.00	\$0.00	\$0.00
3. Street Light Plans (Iann)	\$9,178.92	\$9,178.92	0.00%	\$0.00	\$0.00	\$0.00
4. Tree Protection Plans (Koehl)	\$5,956.80	\$5,956.80	0.00%	\$0.00	\$0.00	\$0.00
6. 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>Sub Total Additional Services</b>	\$254,887.96	\$245,765.00		\$124,016.79	\$124,016.79	\$0.00
<b>Total Professional Services Fees</b>	\$1,427,042.96	\$1,415,940.00		\$902,715.00	\$892,441.40	\$10,273.61
<b>Total Fees Earned this Period</b>						\$10,273.61



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

## 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  
CoH WSSCS (No. N-1717000-0010-3)  
TxDOT CSJ: 0912-72-373

Period: Through March 31, 2018

Job No: 1111.004.000/Vision 0066902

Prepared By: **Morena G. Arredondo, P.E., ENV SP**

### Activities Completed this Period

1. Authorizations
  - a. 10-30-17 Submitted Additional Services Authorization for Fault Study
  - b. 12-08-17 Received authorization via Email by the Executive Director
  - c. 12-12-17 Authorized subconsultant to perform Fault Study
2. Basic Services
  - a. Submitted Updated PER to COH Interagency for Review
    - 1.) Received PER Comments
    - 2.) 12-01-17 Submitted PER Comment Responses
  - b. 12-01-17 Submitted Updated Drainage Impact Analysis Report & XPSWMM Model to CoH & TxDOT
    - 1.) 01-08-18 revd. COH Comments/ 02-13-18 revd. TxDOT Comments
  - c. 12-21-17 Submitted Draft DSR To TxDOT
  - d. 01-02-18 Submitted Request to TxDOT to change project letting date
  - e. 03-04-18 Submitted Updated Design Schedule to TxDOT
3. Additional Services
  - a. Survey (KJO) – updates to conform to TxDOT requirements
  - b. Geotechnical Investigation (Aviles) – Final Geotech Report complete
  - c. ESA – ESA I complete. Draft ESA II submitted to COH and TxDOT
  - d. Categorical Exclusion (RPS) – Submitted to TxDOT 11-30-17
  - e. Fault Study (Aviles/Fugro) – Complete
  - f. SW3P (RPS) – work in progress for 30% TxDOT Submittal
  - g. Traffic Control Plan (RPS) – work in progress for 30% TxDOT Submittal
  - h. Temporary Traffic Signal Design (RPS) – to be completed for 60% Submittal
  - i. Permanent Traffic Signal Design (RPS) – to be completed for 60% Submittal
  - j. Street Lighting (Isant) – to be completed for 60% Submittal
  - k. Tree Protection Plan (Koehl) – to be completed for 60% Submittal
  - l. Landscape Plans (TIRZ Subconsultant) – coordinating with SWA for 30%



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4. Meetings
  - a. Meetings with TxDOT
    - 1.) 10-09-17 Kickoff Meeting
    - 2.) 10-27-17 Environmental Scope Meeting
    - 3.) 10-31-17 Drainage Scoping Meeting
    - 4.) 12-05-17 Progress Meeting No. 1
    - 5.) 02-14-18 DSR Meeting & Progress Meeting No. 2
    - 6.) 03-05-18 Progress Meeting No. 3
    - 7.) 03-05-18 Drainage Meeting to review TxDOT Comments
    - 8.) 03-19-18 Landscaping Review Meeting with SWA
  - b. Meetings with Council Member Brenda Stardig – City Hall
    - 1.) 07-05-17 Project Coordination Meeting
    - 2.) 12-12-17 Project Coordination Meeting
    - 3.) 01-10-17 Project Coordination Meeting
    - 4.) 02-08-18 Project Coordination Meeting
- i. CM Requested Traffic Data for CVS at Gessner/IH-10
- ii. TIRZ requested CM to provide Traffic Data.

### Activities Planned for Next Period

1. Basic Services
    - a. 01-08-18 Received COH Drainage Impact Analysis (DIA) Comments
    - 1.) Address DIA Comments & Update XPSWMM Model
    - 2.) Upon Completion, request COH Pre-TRC Date and prepare Agenda
  - b. 02-13-18 Received TxDOT Drainage Comments
    - 1.) Address comments
2. Additional Services
  - a. Survey (KJO) – updating survey to conform to TxDOT requirements
  - b. Geotechnical Investigation (Aviles) – Final Geotech Report complete
  - c. Fault Study (Aviles/Fugro) – Complete
  - d. ESA – Submit Final ESA II to COH and TxDOT upon receipt of comments
3. Meetings
  - a. Meetings with TxDOT
    - 1.) 04-03-18 Progress Meeting No. 4
  - b. Meetings with COH
    - 1.) 04-05-18 Drainage Meeting (Tentative)
  - c. Meetings with Council Member Brenda Stardig – City Hall
  - d. Project Team Meetings and Additional meetings with TIRZ as required.
  - e. Provide project update at TIRZ CIP Committee and Board Meetings.
  - f. Project Team Meeting with SWA.

### Information we are waiting to receive

1. Authorization for TDLR/RAS Project Inspection – RPS will submit authorization request to TIRZ



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

PLEASE NOTE NEW BIDDY ADDRESS:  
Please make checks payable to:  
Lockwood, Andrews & Newnam, Inc.  
PO Box 30005  
Omaha, NE 68103-1165  
T: 713-366-6993

ACH/Wire Payment can be sent to:  
First National Bank  
Account: 110390778  
Routing: 104000016

Scott Beck  
Hennepin City Redevelopment Authority, TR2 17  
9518 Long Point Dr., Suite #119  
Houston, TX 77055


April 16, 2018  
Invoice No: 1305-11973-000-3

Professional Services, through April 6, 2018

Account No.	Project Name	Original Contract Amount	Percent Complete	Remaining Contract Amount	Total Invoiced To Date	Previously Invoiced	Current Payment Due
CP No. 1-1728A	Hennepin City Redevelopment Authority and Drainage Improvements - Phase B Detailed Design	\$1,165,700.00	14.0%	\$1,007,503.00	\$165,196.00	\$147,747.95	\$15,450.05

CURRENT PAYMENT DUE THIS INVOICE: \$15,450.05

Billed to Date: \$18,458.08  
Prior: \$147,747.95  
Total: \$165,196.00

Authorized by:   
Date: 04/16/18

Code # 1738A  
4-16-2018



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

PLEASE NOTE NEW BIDDY ADDRESS:  
Please make checks payable to:  
Lockwood, Andrews & Newnam, Inc.  
PO Box 30005  
Omaha, NE 68103-1165  
T: 713-366-6993

ACH/Wire Payment can be sent to:  
First National Bank  
Account: 110390778  
Routing: 104000016

Scott Beck  
Hennepin City Redevelopment Authority, TR2 17  
9518 Long Point Dr., Suite #119  
Houston, TX 77055

April 16, 2018  
Invoice No: 170-11975-004-14

(1717) Town and Country Improvements - Construction Phase  
WBS No. H-117008-0017-4

Professional Services from March 10, 2018 through April 6, 2018

Project Name	Original Contract Amount	Total To Date	Previously Invoiced To Date	Current Payment Due	Remaining Est
Construction Phase Services	\$60,000.00	\$63,456.06	\$59,431.92	\$4,024.14	\$16,543.94
Construction Agent and Inspection Services	\$425,300.00	\$181,011.74	\$151,233.42	\$29,778.32	\$244,188.26
Construction Materials Testing Services	\$268,600.00	\$37,488.32	\$69,077.63	\$28,410.69	\$171,111.68
<b>Total</b>	<b>\$753,900.00</b>	<b>\$341,956.12</b>	<b>\$329,742.97</b>	<b>\$62,213.15</b>	<b>\$441,243.88</b>

CURRENT PAYMENT DUE THIS INVOICE: \$62,213.15

Billed to Date: \$62,213.15  
Prior: \$273,742.97  
Total: \$341,956.12

Authorized by:   
Date: 04/16/18

Code # 1717  
4-16-2018



**SAL ESPARZA, INC.**

Remit To Address:  
PO BOX 89636  
HOUSTON, TEXAS 77290  
281-444-2983

Date	Invoice #
3/31/18	28566



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

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

April 6, 2018

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-T17090-0017-4  
SER Construction Partners, LLC Payment No. 07

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 07 in the amount of \$500,540.49 for construction services rendered through March 31, 2018.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of \$500,540.49 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, P.E.  
Project Manager  
MA:rlb

Enclosures: SER Pay Est. No. 07

Code # 1717  
4-11-2018

Quantity	Description	P.O. No.	Terms	Project
2	LUMPKIN BASIN # 1709		433.92	867.84
2	BRIAR BRANCH BSIN # 1731A		655.40	1,310.80
<b>Balance Due</b>				<b>\$2,178.64</b>

Codes # See above  
4-11-2018



**MEMORIAL CITY REDEVELOPMENT AUTHORITY**  
**Tax Incremental Reinvestment Zone No. 17**  
**ESTIMATE AND CERTIFICATE FOR**  
**PAYMENT UNIT PRICE WORK**

Estimate No. : 7  
 Contract Date : 03/18/18  
 Estimate Date : 04/02/18

Project Name : Town & Country Blvd and Town & Country Way Reconst. And Drainage Improv  
 Contractor Name : SER Construction Partners, LLC  
 Address : 3636 Pasadena Blvd.  
 Pasadena, TX 77503

WBS No. : N-17000-0017-4

**CONTRACT TIME IN CALENDAR DAYS**

Contract Date : 7/1/2017  
 Start Date : 9/12/2017  
 Current Contract Completion Date : 9/12/2018  
 Substantial Completion Date : 9/12/2018  
 Percentage By Time : 54.09% In Place : 50.74%  
 Date Invoiced By : 6/27/2018  
 Date Paid By : 6/27/2018  
 Days Remaining to Date : 165  
 Days Remaining to Date : 165  
 Current W/SBE : 4.87% Schedule Update Received : 3/12/2018

1. Original Contract Amount : \$4,185,180.88  
 2. Approved Change Orders : \$4,185,180.88

No	Date	Excludes	Amount
			(39,213,330.00)
			\$4,185,180.88
			\$4,185,180.88

No	Date	Amount
		\$4,185,180.88
		\$4,185,180.88

**A. EARNINGS TO DATE**

1. Work Completed to Date : 49,35% Complete  
 2. Material Stored on Site : \$4,185,180.88  
 3. Material Stored in Place : \$0.00  
 4. Balance Material Accepted Not in Place : \$0.00  
 5. Work Change Directive - In Place : \$0.00

**B. DEDUCTIONS**

1. Retainage : 5% OF \$4,185,180.88 = \$209,259.04  
 2. Retainage Release : 0% OF \$4,185,180.88 = \$0.00  
 3. Total Retainage : \$209,259.04  
 4. Liquidated Damages : \$0.00  
 5. Assessments : \$0.00  
 6. Inspector Over/Under Costs : \$0.00

**C. AMOUNT DUE THIS PERIOD**

1. Total Earnings to Date : \$4,185,180.88  
 2. Total Deductions : \$209,259.04  
 3. Total Payment Due : \$3,975,921.84  
 4. Less Previous Payments : \$3,475,381.35  
 5. Retention Adjustment : \$500,540.49

TOTAL AMOUNT DUE CONTRACTOR THIS DATE : \$500,540.49

BALANCE REMAINING : \$3,975,921.84

Prepared By : *[Signature]* Date : 4/9/2018  
 Reviewed By : *[Signature]* Date : 4/9/2018

Approved By : *[Signature]* Date : 4/9/2018  
 Scott Bean, TRISTIT Executive Director

Printed 4/8/2018 @ 9:55 AM

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

OWNER:  
 MEMORIAL CITY REDEVELOPMENT AUTHORITY  
 2925 BUNAR PARK DR.  
 HOUSTON, TEXAS 77047  
 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 to Date	Current Amount	Amount to Date
1	MOBILIZATION	1	LS	\$ 400,000.00	\$ 400,000.00	1.00		1.00	\$0.00	\$400,000.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$ 230,000.00	0		0	\$0.00	\$0.00
2-A	SET UP	1	LS	\$60,000.00	\$ 60,000.00	1		1	\$0.00	\$60,000.00
2-B	MONTHLY	12	MGN	\$14,166.67	\$ 170,000.00	6	1	7	\$14,166.67	\$99,166.67
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00	0		0	\$0.00	\$0.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$ 23.00	\$ 23,000.00	560		560	\$0.00	\$12,880.00
5	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER MOVED & RESET	1,000	LF	\$ 6.40	\$ 6,400.00	400		400	\$0.00	\$2,560.00
6	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER REMOVED	1,000	LF	\$ 9.80	\$ 9,800.00	0		0	\$0.00	\$0.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	124	225	349	\$720.00	\$1,116.80
8	SOODINGS	2,500	SY	\$ 4.70	\$ 11,750.00	0		0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,324	LF	\$ 2.30	\$ 7,645.20	0	875	1549	\$1,552.50	\$3,553.20
10	TYPE-C MANHOLE ON VAULT-COMLETE IN PLACE	13	EA	\$ 1,000.00	\$ 13,000.00	3	8	11	\$8,000.00	\$11,000.00
11	TYPE-C MANHOLE	4	EA	\$ 3,300.00	\$ 13,200.00	0	3	3	\$9,600.00	\$9,600.00
12	6"x4" ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	0	1	1	\$9,000.00	\$9,000.00
13	REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM SEWER	74	LF	\$ 6.00	\$ 444.00	0		0	\$0.00	\$0.00
14	REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM SEWER	11	LF	\$ 6.50	\$ 71.50	0		0	\$0.00	\$0.00
15	REMOVE AND DISPOSE OF 12-INCH DIAMETER STORM SEWER	61	LF	\$ 7.60	\$ 463.60	0		0	\$0.00	\$0.00
16	REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM SEWER	56	LF	\$ 8.80	\$ 492.80	0		0	\$0.00	\$0.00
17	REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM SEWER	65	LF	\$ 9.20	\$ 598.00	252		252	\$0.00	\$2,338.40
18	REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM SEWER	403	LF	\$ 10.70	\$ 4,312.10	0	16	16	\$173.20	\$173.20
19	REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM SEWER	280	LF	\$ 12.10	\$ 3,388.00	0		0	\$0.00	\$0.00
20	REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM SEWER	714	LF	\$ 13.60	\$ 9,710.40	576	40	616	\$544.00	\$8,377.60
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$ 393.00	\$ 4,716.00	0	5	5	\$1,965.00	\$1,965.00
22	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES	9	EA	\$ 404.60	\$ 3,641.40	0	1	1	\$404.60	\$404.60
23	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	69	148	217	\$21,652.40	\$31,747.10
24	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	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	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-137000-0017-4

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 March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
26	48-INCH DIAMETER STORM SEWER BY OPEN-CUT- CONCRETE	98	LF	\$ 252.80	\$ 24,754.80	24	81	105	\$20,460.00	\$26,523.00
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 C2 INLET	3	EA	\$ 3,400.00	\$ 10,200.00	0	0	0	\$0.00	\$0.00
31	TYPE B8 INLET	18	EA	\$ 2,300.00	\$ 39,600.00	6	3	9	\$6,600.00	\$19,800.00
32	27-INCH FLAP GATE, COMPLETE IN PLACE	1	EA	\$ 13,000.00	\$ 13,000.00	0	1	1	\$13,000.00	\$13,000.00
33	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE per change order no. 1.	1	LS	\$ 3,233,865.00	\$ 3,233,865.00	0.6682	0.0738	0.742	\$238,659.24	\$2,995,275.83
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	1041	0	1041	\$0.00	\$99,936.00
40	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	70	LF	\$ 242.00	\$ 16,940.00	70	0	70	\$0.00	\$16,940.00
41	12-INCH DIAMETER WATER LINE BY TRENCHLESS CONSTRUCTION	1,310	LF	\$ 70.00	\$ 91,700.00	663	0	663	\$0.00	\$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	40	0	40	\$0.00	\$6,320.00
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	3	0	3	\$0.00	\$6,705.00
46	4-INCH DIAMETER WET CONNECTION	2	EA	\$ 500.00	\$ 1,000.00	1	0	1	\$0.00	\$500.00
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	2	0	2	\$0.00	\$6,000.00
49	12-INCH DIAMETER WET CONNECTION	1	EA	\$ 3,600.00	\$ 3,600.00	1	0	1	\$0.00	\$3,600.00
50	CUT, PLUG AND ABANDON EXISTING 4-INCH DIAMETER WATER LINE	2	EA	\$ 230.00	\$ 460.00	1	0	1	\$0.00	\$230.00
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

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
WBS NO. N-137000-0017-4

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 March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
53	CUT, PLUG AND ABANDON EXISTING 8-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	2	0	2	\$0.00	\$600.00
54	CUT, PLUG AND ABANDON EXISTING 12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	1	0	1	\$0.00	\$500.00
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 LINE	7	EA	\$ 3,800.00	\$ 26,600.00	5	1	6	\$3,800.00	\$22,800.00
57	6-INCH DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	10	0	10	\$0.00	\$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	1	0	1	\$0.00	\$9,500.00
60	16-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE STORM VAULT'S CORING [SANITARY SEWER CASING INSTALLATION]	1	EA	\$ 10,000.00	\$ 10,000.00	1	0	1	\$0.00	\$10,000.00
61	8-FOOT DIAMETER PRECAST SANITARY MANHOLE EXTRA DEPTH, 4-FOOT DIAMETER PRECAST SANITARY MANHOLE	11	EA	\$ 1,000.00	\$ 11,000.00	0	10	10	\$10,000.00	\$10,000.00
62	8-FOOT DIAMETER PRECAST SANITARY MANHOLE	11	EA	\$ 2,000.00	\$ 22,000.00	6	2	8	\$4,000.00	\$16,000.00
63	MANHOLE DROPS; 8-INCH DIAMETER, ALL DEPTHS	21	VL	\$ 165.00	\$ 3,465.00	16.18	0	16.18	\$0.00	\$2,669.70
64	MANHOLE DROPS; 12-INCH DIAMETER, ALL DEPTHS	4	EA	\$ 500.00	\$ 2,000.00	4	0	4	\$0.00	\$2,000.00
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	545	545	\$9,265.00	\$9,265.00
67	REMOVE AND DISPOSE 10-INCH SANITARY SEWER	270	LF	\$ 20.00	\$ 5,400.00	271	0	271	\$0.00	\$5,420.00
68	REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	3	0	3	\$0.00	\$3,200.00
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	358	0	358	\$0.00	\$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	395	0	395	\$0.00	\$39,500.00
76	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT WITH RESTRAINED JOINTS	90	LF	\$ 108.00	\$ 9,720.00	0	60	60	\$6,480.00	\$6,480.00
77	10-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	\$ 132.00	\$ 33,660.00	271	0	271	\$0.00	\$33,062.00
79	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	534	0	534	\$0.00	\$47,576.00
80	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0	0	0	\$0.00	\$0.00

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HARRIS COUNTY

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

ESTIMATE March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
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	1165.55	0	1165.55	\$0.00	\$74,595.20
83	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)	1,200	SY	\$ 66.00	\$ 79,200.00	588.3	0	588.3	\$0.00	\$38,827.80
	REMOVE AND DISPOSE OF REINFORCED CONCRETE									
84	PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY	6,250	SY	\$ 6.40	\$ 40,000.00	2356	3125	5481	\$20,000.00	\$35,078.40
	REMOVE AND DISPOSE OF ASPHALT PARKING LOT									
85	INCLUDING SUBGRADE (EXTENSION ROAD)	2,000	SY	\$ 6.50	\$ 13,000.00	0	2000	2000	\$0.00	\$13,000.00
86	REMOVE AND REPLACE BRICK PAVERS	980	SY	\$ 57.60	\$ 56,448.00	0	0	0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF DRIVEWAYS ( ALL MATERIALS, ALL THICKNESSES)									
87	REMOVE AND DISPOSE OF SIDEWALKS ( ALL MATERIALS, ALL THICKNESSES)	650	SY	\$ 11.60	\$ 7,540.00	69.14	0	69.14	\$0.00	\$802.02
88	ROADWAY BORROW	600	SY	\$ 8.80	\$ 5,280.00	0	0	0	\$0.00	\$0.00
89	ROADWAY EXCAVATION	2,235	CY	\$ 21.00	\$ 46,935.00	0	0	0	\$0.00	\$0.00
90	REMOVE CONCRETE CURB, ALL HEIGHTS	1,350	LF	\$ 2.00	\$ 2,700.00	0	675	675	\$1,350.00	\$1,350.00
91	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	4,000	LF	\$ 3.40	\$ 13,600.00	590	0	590	\$0.00	\$2,006.00
92	CONCRETE CURB 3"	255	LF	\$ 3.40	\$ 867.00	0	0	0	\$0.00	\$0.00
93	CONCRETE CURB (TOE WALL 0" TO 24")	110	LF	\$ 8.00	\$ 880.00	0	0	0	\$0.00	\$0.00
94	5-LIME/FLY-ASH STABILIZED SUBGRADE, 8-INCH	10,400	SY	\$ 5.70	\$ 59,280.00	2102	1365.07	3467.07	\$7,780.90	\$15,762.30
95	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	49.04	19.61	68.65	\$3,355.27	\$11,746.02
96	ROUNDABOUT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0	0	0	\$0.00	\$0.00
97	CROSS-WALK ACCENT PAVERS	2,250	SF	\$ 14.40	\$ 32,400.00	0	0	0	\$0.00	\$0.00
98	7 INCH HIGH EARLY STRENGTH CONCRETE DRIVEWAY, INCLUDING EXCAVATION AND BASE	6,300	SF	\$ 10.00	\$ 63,000.00	3256.29	0	3256.29	\$0.00	\$32,562.90
99	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	1913	1305.96	3218.96	\$81,622.50	\$201,185.00
100	10-INCH REINFORCED CONCRETE PAVEMENT (HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	0	0	0	\$0.00	\$0.00
101	10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (10IN TO HIGH EARLY STRENGTH)	400	SY	\$ 75.00	\$ 30,000.00	0	0	0	\$0.00	\$0.00
102	6-INCH CEMENT STABILIZED BASE (TxDOT)	350	SF	\$ 24.00	\$ 8,400.00	0	0	0	\$0.00	\$0.00
103	6-INCH LIME TREATED SUBGRADE (TxDOT)	350	SF	\$ 10.00	\$ 3,500.00	0	0	0	\$0.00	\$0.00
104	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	355	381.36	736.36	\$3,432.24	\$6,627.24
105	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	344	349	693	\$2,582.60	\$5,128.20
106	SAW-CUT CONCRETE PAVEMENT (ALL DEPTHS)	460	SF	\$ 15.00	\$ 6,900.00	1901	0	1901	\$0.00	\$28,515.00
107	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	0	0	0	\$0.00	\$0.00
108	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0	0	0	\$0.00	\$0.00
109	4 1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	0	0	0	\$0.00	\$0.00
110	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0	0	0	\$0.00	\$0.00

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ESTIMATE March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
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	148	LF	\$ 60.00	\$ 8,880.00	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
118	ADS 11/2 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	1/2" CONCRETE ACCENT BANDS	177	LF	\$ 20.00	\$ 3,540.00	0	0	0	\$0.00	\$0.00
123	1/2" CONCRETE ACCENT BANDS	42	LF	\$ 30.00	\$ 1,260.00	0	0	0	\$0.00	\$0.00
124	PAVERS IN WALLWAYS	1,800	SF	\$ 16.70	\$ 30,060.00	0	0	0	\$0.00	\$0.00
125	PAVERS IN CROSSWALKS	3,200	SF	\$ 14.30	\$ 45,760.00	0	0	0	\$0.00	\$0.00
126	CROSSWALK PAVERS EDGE	310	SF	\$ 15.60	\$ 4,836.00	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 PAYER 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	7,500	LF	\$ 3.10	\$ 23,250.00	0	0	0	\$0.00	\$0.00
138	SLEEVES	2,500	LF	\$ 13.90	\$ 34,750.00	322	0	322	\$0.00	\$4,475.80
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 MEXCAN SYCAMORE	35	EA	\$ 1,600.00	\$ 56,000.00	0	0	0	\$0.00	\$0.00
145	100 GALLON BALD CYPRRESS	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	3 GALLONS HEAVY WILD ROSE	290	EA	\$ 18.70	\$ 5,413.00	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	900	LF	\$ 6.40	\$ 5,760.00	0	0	0	\$0.00	\$0.00

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 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

ESTIMATE: March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
151	CONCRETE SEAT WALLS COMPLETE WITH FOUNDATION	51	LF	\$ 70.20	\$ 3,580.20	0		0	\$0.00	\$0.00
153	CONCRETE PLANTER WALLS COMPLETE WITH FOUNDATION	363	LF	\$ 41.60	\$ 15,100.80	0		0	\$0.00	\$0.00
154	TYPE "A" PEDESTAL LIGHT FIXTURE W/POLE	50	EA	\$ 5,317.60	\$ 265,880.00	0		0	\$0.00	\$0.00
155	TYPE "B" COVE ACCENT LIGHT FIXTURE W/ACCESSORIES	250	LF	\$ 693.60	\$ 173,400.00	0		0	\$0.00	\$0.00
156	2" PVC SCH. 80 CONDUIT W/PULL BOXES	5,000	LF	\$ 9.80	\$ 49,000.00	865		865	\$0.00	\$8,477.00
157	3" PVC SCH. 80 CONDUIT W/ PULL BOXES	800	LF	\$ 15.00	\$ 12,000.00	0		0	\$0.00	\$0.00
158	NO. 12 AWG CONDUCTOR	1,000	LF	\$ 1.70	\$ 1,700.00	0		0	\$0.00	\$0.00
159	NO. 8 AWG CONDUCTOR	22,000	LF	\$ 3.20	\$ 70,400.00	0		0	\$0.00	\$0.00
160	NO. 4 AWG CONDUCTOR	1,500	LF	\$ 3.70	\$ 5,550.00	0		0	\$0.00	\$0.00
161	NO. 2 AWG CONDUCTOR	200	LF	\$ 2.80	\$ 560.00	0		0	\$0.00	\$0.00
162	DMX CABLE (BELDEN 310SA)	1,500	LF	\$ 1.40	\$ 2,100.00	0		0	\$0.00	\$0.00
163	SMALL PULL BOX	3	EA	\$ 633.80	\$ 1,901.40	0		0	\$0.00	\$0.00
164	LARGE PULL BOX	2	EA	\$ 809.20	\$ 1,618.40	0		0	\$0.00	\$0.00
165	ELECTRICAL SERVICE DROP W/ RISER, W/WEATHERHEAD, CONDUIT, WIRING AND METER	3	EA	\$ 1,734.00	\$ 5,202.00	0		0	\$0.00	\$0.00
166	ELECTRICAL SERVICE ENCLOSURE W/FOUNDATION, GROUNDING, 120/240V PANEL W/BREAKERS, LIGHTING CONTACTORS AND DMX CONTROLS	1	EA	\$ 23,470.00	\$ 23,470.00	0		0	\$0.00	\$0.00
167	PLACEMENT OF PERMANENT SIGNS	86	EA	\$ 496.00	\$ 42,656.00	0		0	\$0.00	\$0.00
168	RAISED REFLECTIVE PAVEMENT MARKERS, TYPE B-A-A	75	EA	\$ 4.60	\$ 345.00	0		0	\$0.00	\$0.00
169	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (SLD)	3,619	LF	\$ 0.90	\$ 3,257.10	0		0	\$0.00	\$0.00
170	THERMOPLASTIC PAVEMENT MARKINGS (Y) 4" (BIB)	2,074	LF	\$ 0.90	\$ 1,866.60	0		0	\$0.00	\$0.00
171	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0		0	\$0.00	\$0.00
172	THERMOPLASTIC PAVEMENT MARKINGS (Y) 24" (SLD)	196	LF	\$ 7.50	\$ 1,470.00	0		0	\$0.00	\$0.00
173	THERMOPLASTIC PAVEMENT MARKINGS (W) 12" (SLD)	236	LF	\$ 4.00	\$ 944.00	0		0	\$0.00	\$0.00
174	THERMOPLASTIC PAVEMENT MARKINGS (W) 24" (SLD)	50	LF	\$ 7.50	\$ 375.00	0		0	\$0.00	\$0.00
175	THERMOPLASTIC PAVEMENT MARKINGS (SOLID YELLOW) (MEDIAN NOSE)	5	EA	\$ 138.70	\$ 693.50	0		0	\$0.00	\$0.00
176	THERMOPLASTIC PAVEMENT MARKINGS (WORD)	4	EA	\$ 173.40	\$ 693.60	0		0	\$0.00	\$0.00
177	THERMOPLASTIC PAVEMENT MARKINGS (ARROW)	10	EA	\$ 144.50	\$ 1,445.00	0		0	\$0.00	\$0.00
178	REMOVE EXIST. POLE & LIGHT	10	EA	\$ 347.00	\$ 3,470.00	0		0	\$0.00	\$0.00
179	PROPOSED POLE FOUNDATIONS	20	EA	\$ 2,200.00	\$ 44,000.00	0		0	\$0.00	\$0.00
180	PROPOSED LIGHTING CONDUIT (2-INCH PVC)	2,685	LF	\$ 12.10	\$ 32,488.50	740		740	\$0.00	\$8,954.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$ 230,000.00	0		0	\$0.00	\$0.00
2-4	SET UP	1	LS	\$60,000.00	\$ 60,000.00	1		1	\$0.00	\$60,000.00
2-6	MONTHLY	12	MON	\$14,166.67	\$ 170,000.00	6		7	\$14,166.67	\$99,166.67
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00	0		0	\$0.00	\$0.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER	1,000	LF	\$ 23.00	\$ 23,000.00	560		560	\$0.00	\$12,880.00

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187	EXTRA MACHINE EXCAVATION	200	CY	\$ 11.60	\$ 2,320.00	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	\$0.00	\$0.00
189	6-INCH OVER EXCAVATION OF TRENCH BOTTOM	2,500	CY	\$ 11.60	\$ 29,000.00	0		0	\$0.00	\$0.00
190	EXTRA DUCTILE IRON COMPACT FITTINGS IN PLACE	4	EA	\$ 474.00	\$ 1,896.00	0		0	\$0.00	\$0.00
191	EXTRA FITTINGS IN PLACE	8	EA	\$ 2,312.00	\$ 18,496.00	0		0	\$0.00	\$0.00
192	WATER METER VAULT COVER	1	EA	\$ 2,890.00	\$ 2,890.00	0		0	\$0.00	\$0.00
193	8-INCH SANITARY SEWER PLUG & CLAMP	3	EA	\$ 147.00	\$ 441.00	0		0	\$0.00	\$0.00
194	CUT & PLUG PROPOSED 4-INCH DIAMETER WATER LINE	2	EA	\$ 120.50	\$ 241.00	0		0	\$0.00	\$0.00
195	CUT & PLUG PROPOSED 6-INCH DIAMETER WATER LINE	1	EA	\$ 132.00	\$ 132.00	0		0	\$0.00	\$0.00
196	EXTRA CEMENT STABILIZED SAND BACKFILL	300	CY	\$ 46.20	\$ 13,860.00	0		0	\$0.00	\$0.00
197	EXTRA MACHINE EXCAVATION	150	CY	\$ 11.60	\$ 1,740.00	0		0	\$0.00	\$0.00
198	EXTRA PLACEMENT OF SELECT BACKFILL MATERIAL	150	CY	\$ 20.80	\$ 3,120.00	0		0	\$0.00	\$0.00
199	STREET CUT PERMITS	1	LS	\$ 5,000.00	\$ 5,000.00	0		0	\$0.00	\$0.00
200	TROTT PERMIT	1	LS	\$ 5,000.00	\$ 5,000.00	0		1	\$5,000.00	\$5,000.00
201	WORK CHANGE DIRECTIVES	1	LS	\$ 250,000.00	\$ 250,000.00	0		0	\$0.00	\$0.00
202	CENTERPOINT STREET LIGHTING	1	LS	\$ 10,000.00	\$ 10,000.00	2,942		2,942	\$0.00	\$29,420.00

CONTRACT AMOUNT \$ 8,478,677.90  
 WORK COMPLETED TO DATE \$ 4,185,180.88  
 LESS RETAINAGE \$ 299,259.04  
 TOTAL LESS RETAINAGE \$ 3,975,921.84  
 ADJUSTMENTS \$1,473,181.35  
 LESS PREVIOUS REQUESTED \$500,540.28  
 AMOUNT DUE THIS MONTH \$4,185,180.88

**BREAKDOWN OF ITEM 330-330 DETENTION STRUCTURE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
33A	3x2 RCB	25	LF	\$ 455.32	\$ 11,383.00		25	25	\$ 11,383.00	\$ 11,383.00
33B	6x2 RCB	27	LF	\$ 510.00	\$ 13,770.00	16	1	27	\$ 13,770.00	\$ 13,770.00
33C	6x4 RCB	15	LF	\$ 560.00	\$ 8,400.00	13	2	35	\$ 1,120.00	\$ 8,400.00
33D	6x5 RCB	34	LF	\$ 620.00	\$ 21,080.00		34	34	\$ 21,080.00	\$ 21,080.00
33F	7x7 RCB	176	LF	\$ 752.00	\$ 132,352.00	175.5	0.5	176	\$ 376.00	\$ 132,352.00
33G	8x7 RCB	202	LF	\$ 821.00	\$ 165,842.00	159	26	185	\$ 21,345.00	\$ 160,096.00



**MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM**

Legal Project Name: Town and Country Reconstruction

WBS No.: N-177000-0017-4

Contractor's Company Name: SER Construction Partners, L.L.C.

Address: 3636 Pasadena Blvd., Pasadena, Tx 77503

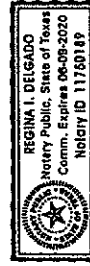
**CERTIFICATION**

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

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

Subcontractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ Street Address: \_\_\_\_\_  
 City, State, and Zip Code: \_\_\_\_\_ City, State, and Zip Code: \_\_\_\_\_  
 Amount of Payment Withheld: \_\_\_\_\_ Amount of Payment Withheld: \_\_\_\_\_  
 Date Payment First Withheld: \_\_\_\_\_ Date Payment First Withheld: \_\_\_\_\_  
 Description of Good Faith Reason: \_\_\_\_\_ Description of Good Faith Reason: \_\_\_\_\_

Rosbel E Ramos - President  
 (Print or Type Name of Contractor's Representative)  
 04/02/2018  
 Date



My Commission Expires: 06-09-2020  
 Expiration Date

REGINA I. DELGADO  
 Notary Public in and for the State of Texas  
 (Print or Type Name of Notary Public)

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Current Amount	Amount to Date
324	304 RCB	384	LF	\$ 308.00	\$ 118,032.00	2265	1955	\$ 177,092.50	\$ 383,598.00
325	3047 RCB	85	LF	\$ 235.00	\$ 19,975.00			\$ 177,092.50	\$ 383,598.00
326	3047 RCB	43	LF	\$ 946.00	\$ 40,758.00	130		\$ 122,880.00	\$ 383,598.00
327	3049 RCB	1294	LF	\$ 959.00	\$ 1,240,946.00	965		\$ 925,435.00	\$ 383,598.00
328	3049 RCB	803	LF	\$ 960.50	\$ 771,281.50	723.58		\$ 694,989.53	\$ 383,598.00
329	48" RCP	119	LF	\$ 300.00	\$ 35,700.00			\$ 0	\$ 383,598.00
330	Trash Screen	1		\$ 5,271.50	\$ 5,271.50	1		\$ 5,271.50	\$ 383,598.00
					<b>SUB TOTAL</b>			\$ 238,796.00	\$ 383,598.00
					<b>LESS GRT</b>		10%	\$ 23,879.60	\$ 383,598.00
					<b>TOTAL DUE</b>			\$ 214,916.40	\$ 383,598.00

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

CONTRACTOR: SER CONSTRUCTION PARTNERS L.L.C.  
 3636 PASADENA BLVD  
 PASADENA, TEXAS 77503

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-177000-0017-4  
 ESTIMATE March 2018

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-117000-0017-4)

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 \$ 500,540.43 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 the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project regarding the attached statement(s) or progress payment request(s).

Date: 04/10/2018  
SER CONSTRUCTION PARTNERS, LLC,  
a Texas limited liability company  
By: [Signature]  
Name: ROBERT B. RAMOS  
Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF HARRIS §

SAID SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME, BY THE  
ON THIS 2<sup>ND</sup> DAY OF APRIL, 2018  
TO CERTIFY WHICH WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE.



[Signature]  
Notary Public, State of Texas  
My Commission Expires: 06-09-2020



swa

Work Order # 12 CIP T-1732AB  
 Date: April 18, 2018  
 Invoice No: 173028  
 For Period: March  
 Project No: RHTS802  
 Project Manager: James Vick  
 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 March 1, 2018 to March 31, 2018

Principals	Hours	Rate	Amount
Vick, James	14.00	245.00	3,430.00
Associates	2.00	111.15	222.30
Gentile, Christopher			

Total Fee Due This Invoice

3,652.30  
 Total Due this Invoice \$3,652.30

Total Budget:	\$243,620.00
Prior Billed:	\$57,983.50
Current:	\$3,652.30
Billed to Date:	\$61,645.80
Percent Complete:	25%
Remaining Budget:	\$181,974.20

Code 1732A  
 1732A  
 4-19-2018

Remit to:  
 SWA Group  
 PO Box 5904  
 Sausalito, CA 94965  
 +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 # 15 On-Call  
 Date: April 18, 2018  
 Invoice No: 173030  
 For Period: March  
 Project No: RHTS801  
 Project Manager: James Vick  
 To: Memorial City Redevelopment  
 Authority/Houston TRZ, 17  
 Atr: Linda Clayton  
 c/o Hawes Hill and Associates LLP  
 PO Box 22167  
 Houston, TX 77227-2167

Project Memorial City Redevelopment Authority Professional Design Services

WORK PERFORMED:  
 Design & Design Coordination for BW8 Trail; Meetings & Conferences with MCRDA, TxDOT, & MMD.  
 Professional Services from March 1, 2018 to March 31, 2018

Principals	Hours	Rate	Amount
Vick, James	6.00	245.00	1,470.00
Associates	3.50	139.98	489.93
Bruner, Clayton			

Total Fee Due This Invoice

1,959.93  
 Total Due this Invoice \$1,959.93

Authorized Fee:	\$ 25,000.00
Previously Billed:	\$ 17,737.66
Current:	\$ 1,959.93
Remainder Fee:	\$ 5,302.41

Code 1725  
 1725  
 4-19-2018

Remit to:  
 SWA Group  
 PO Box 5904  
 Sausalito, CA 94965  
 +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.



**Texas Department of Transportation**

7600 WASHINGTON AVE, HOUSTON, TEXAS 77007 | 713.802.5000 | WWW.TXDOT.GOV

TxDOT:		Federal Highway Administration:	
CSJ #	0912-72-391	CFDA No.	20.206
District #	12 - HOU	CFDA Title	Highway Planning and Construction
Code Chart #4 #	61731	AFA Not Used For Research & Development	
Project Name	Memorial Dr Reconstruction and Access Management		

April 12, 2018

CSJ: 0912-72-391  
 Memorial Dr Reconstruction and Access Management

Ms. Ann Givens  
 Executive Director  
 Memorial City Redevelopment Authority  
 c/o Hawes Hill Calderon LLP  
 P.O. Box 22497  
 Houston, TX 77227-2167

Dear Ms. Givens:

Attached is a fully executed Advance Funding Agreement (AFA) for the above referenced project. In accordance with Attachment C, Project Budget, a payment is due to the State. Please remit a check made payable to the Texas Department of Transportation in the amount of \$16,000. Please reference the project number (CSJ) above when transmitting the payment.

Should you have any questions regarding this matter please contact me at (713) 802-5325.

Sincerely,

*Megan Campbell*  
 Megan Campbell, AICP  
 Transportation Planner

CC: Jim Webb, Goodman Corporation  
 Mark Patterson, TXDOT

8:00 AM  
 4/11/18  
 AFA

OUR VALUES: People • Accountability • Trust • Honesty  
 OUR MISSION: Through collaboration and leadership, we deliver safe, reliable, and integrated transportation system that enables the movement of people and goods.

For Equal Opportunity Consideration

**ATTACHMENT C  
 PROJECT BUDGET**

Costs will be allocated based on 90% 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 State)	\$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	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Right of Way Direct	\$1,000	80%	\$800	0%	\$0	20%	\$200
State Costs	\$59,000	80%	\$47,200	0%	\$0	20%	\$11,800
Engineering Direct	\$10,000	80%	\$8,000	0%	\$0	20%	\$2,000
Utility Direct State	\$800,000	80%	\$640,000	0%	\$0	20%	\$160,000
Construction Direct State Costs	\$10,000	0%	\$0	100%	\$10,000	0%	\$0
TOTAL	\$17,142,000		\$13,705,600		\$10,000		\$3,428,400

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.

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



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

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

THEGOODMANCORP.COM

# PROGRESS REPORT

## Invoice

Bill To  
 Scott Bean  
 TIREZ#17 Memorial City Redevelopment Autho  
 60 Hawes Hill & Associates LLP  
 P.O. Box 22167  
 Houston, TX 77227-2167

Date	3/31/2018
Invoice #	3-2018-3

Item	Description	Rate	Prior %	Curr %	Amount	Project
Contract Services	Task 1 - Completion of Project Planning Documentation in Support of a Full Grant Application	22,520.50	90%	5.00%	1,126.03	BUN100
Contract Services	Task 2 - Project Support, Pursuit of Funding, and Grant Application Preparation	16,508.50	35%	5.00%	825.43	BUN100

<b>Total</b>	31,951.46
<b>Balance Due</b>	31,951.46

Code # 1738A  
 A-11-2018

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

To: Scott Bean, Memorial City Redevelopment Authority Executive Director  
 Karen Glynn, P.E., City of Bunker Hill Administrator

From: Donnie Arbeau

Date: April 1, 2018

Re: Pursuit of Funding for Memorial Drive Related Projects (BUN100) -- March 2018

Task 1 - Completion of Project Planning Documentation in Support of a Full Grant Application  
 Previous % Complete 90% Current % Complete 95%

Comment: TGC continues to coordinate with project partners while developing the project planning document to support the H-GAC RTP/TIP discretionary funding opportunity.

Work on the environmental assessment and cost benefit analysis for the project is complete. Schematics and cost estimates for the project have been updated by LAN and RPS. These provide a clear overview of all project components. In the next 3-4 weeks, a Draft Report will be completed and forwarded to BHY and MHFRA staff for your review and feedback. In addition, TGC continued work on the Inter-local Agreement that outlines 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. Through coordination with the City of Bunker Hill Village and the MHFRA, the ILA is nearing completion and should be finalized in April 2018. The ILA is critical component that will be included with the TIP application submission to H-GAC.

2 - Project Support, Pursuit of Funding, and Grant Application Preparation  
 Previous % Complete 36% Current % Complete 40%

Comment: During the month of March, TGC monitored updates to the H-GAC's TIP/RTP Program and Project Matrix. H-GAC staff continue to refine the discretionary funding program for a summer kickoff. An overview of the program was presented to both TAC and TPC. This is an important step in initiating the approval process with H-GAC leadership. A final version of the program must be presented and approved by both the TAC and TPC before it can go live.

The TIP/RTP schedule remains unchanged. Project applications are eligible to be submitted in June and July of 2018. Over the next 8-10 weeks, H-GAC will finalize the TIP/RTP program, schedule, scoring criteria, benefits, and seek final TAC/TPC approval prior to kick-off.

- TGC attended the following H-GAC meetings in March:
- Mobility Working Group Meeting - None Scheduled
  - TIP Subcommittee - March 7, 2018
  - H-GACs Interactive Planning Tools Seminar Series - March 22, 2018
  - Regional Transit Subcommittee - None Scheduled

THE GOODMAN CORPORATION

- Technical Advisory Committee (TAC) – March 14, 2018
- Transportation Policy Council (TPC) – March 23, 2018

Intergovernmental Matter has relevant news and updates on local, regional, state, and federal issues that impact our area. The ISM also has a new section that provides an overview of grant opportunities for potential sponsor agencies. TGC continually monitors state and federal agencies for funding opportunities that are specific to transportation, mobility, infrastructure, economic, and capital improvements. Please review these opportunities and contact your TGC representative with any questions.

HAWES HILL & ASSOCIATES  
LLP



4/10/2018

Invoice #: 43015395

**Bill To:**

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

**Invoice**

**Balance Due: \$8,000.00**

Description	Amount
Professional consulting and administrative fee, April 2018	\$8,000.00

Total Amount: \$8,000.00

**Terms: DUE ON RECEIPT**

Hawes Hill & Associates LLP, P.O. Box 22167, Houston, TX 77227-2167  
713-595-1200 www.haweshill.com FEIN 76-0565638

Code # b340  
4-11-2018



MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,  
TAX REINVESTMENT ZONE 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. Receive and consider a Municipal Advisor Engagement Letter with Masterson Advisors LLC.

# MUNICIPAL ADVISOR ENGAGEMENT LETTER

## MEMORIAL CITY REDEVELOPMENT AUTHORITY TAX INCREMENT REINVESTMENT ZONE NO. 17

**MASTERTON ADVISORS LLC** ("Municipal Advisor") appreciates the opportunity to serve as municipal advisor to **MEMORIAL CITY REDEVELOPMENT AUTHORITY, TAX INCREMENT REINVESTMENT ZONE NO. 17** ("Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

### 1. Scope of Services.

(a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide the services with respect to the issuances of municipal securities ("Issues") set forth in **Appendix A** (the "Scope of Services").

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, or accounting advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor's activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

## **2. Municipal Advisor's Regulatory Duties When Servicing Client.**

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

## **3 Fiduciary Duty**

Municipal Advisor is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, Municipal Advisor has a Fiduciary duty to Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

### Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide Client with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and
- d) undertake a reasonable investigation to determine that Municipal Advisor is not forming any recommendation on materially inaccurate or incomplete information; Municipal Advisor must have a reasonable basis for:
  - i. any advice provided to or on behalf of Client;
  - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in Client securities; and
  - iii. any information provided to Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

### Duty of Loyalty:

Municipal Advisor must deal honestly and with the utmost good faith with Client and act in Client's best interests without regard to the financial or other interests of Municipal Advisor. Municipal Advisor will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). Municipal Advisor will not engage in municipal advisory activities with Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

## **4. Term of this Engagement.**

This Agreement shall become effective on the date executed by the Client, and unless terminated by either party, this Agreement will remain in effect for a period of five (5) years from the effective date. Unless Municipal Advisor or Client notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the effective date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

## 5. Compensation.

(a) **Fees and expenses.** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in **Appendix B** hereto.

(b) **Limitation of liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

## 6. Required Disclosures.

MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

Municipal Advisor, represent that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, none of the Municipal Advisor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Municipal Advisor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

## 7. Recommendations

If Municipal Advisor makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by Client and is within the scope of the engagement, Municipal Advisor will determine, based on the information obtained through reasonable diligence of Municipal Advisor whether a municipal securities transaction or municipal financial product is suitable for Client. In addition, Municipal Advisor will inform Client of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which Municipal Advisor reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for Client; and
- whether Municipal Advisor has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client objectives.

If Client elects a course of action that is independent of or contrary to the advice provided by Municipal Advisor, Municipal Advisor is not required on that basis to disengage from Client.

**8. Record Retention**

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Municipal Advisor is required to maintain in writing, all communication and created documents between Municipal Advisor and Client for 5 years.

**9. Waiver of Jury Trial.**

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

**10. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of Texas.

**11. Binding Effect; Assignment.**

This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**12. Entire Agreement.**

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**13. Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**14. No Third Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**15. Authority.**

The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individual has the authority to direct Municipal Advisor's performance of its activities under this Agreement:

**DREW MASTERON, MANAGING DIRECTOR, MASTERSON ADVISORS LLC**

**16. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**17. Municipal Securities Rulemaking Board Rule G-10 Disclosure**

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Municipal Advisor is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board ("MSRB") website at [www.msrb.org](http://www.msrb.org), Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

**MASTERSON ADVISORS LLC**

By: \_\_\_\_\_  
Drew Masterson  
Managing Director

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

**ACCEPTED AND AGREED:**

**MEMORIAL CITY REDEVELOPMENT AUTHORITY  
TAX INCREMENT REINVESTMENT ZONE NO. 17**

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

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

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

## **APPENDIX A SCOPE OF SERVICES**

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to Client's new and outstanding issues of bonds, direct bank placements and anticipation notes issued or outstanding during the term of this Agreement (the "Issue(s)"). The Scope of Services shall also include activities during the term of this Agreement. In addition, Municipal Advisor is designated as Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the aspects of the Issue(s) described in this Appendix A.

### **Activities**

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue(s) in carrying out this engagement, as directed by Client

- A. **New Issues.** Provide some or all of the following services with respect to Client's new Issue(s):
1. Evaluate options or alternatives with respect to the proposed new Issue
  2. Review recommendations made by other parties to Client with respect to the new Issue
  3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue
  4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
  5. Assist Client in establishing a plan of financing
  6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
  7. Prepare the financing schedule
  8. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum, other than through cash or in-kind contributions with respect to such referendum
  9. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue
  10. Attend meetings of Client's governing body, as requested
  11. Advise Client on the manner of sale of the Issue
  12. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statement
  13. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
  14. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
  15. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
  16. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and in connection with Client's selection of a winning bidder
  17. In a negotiated sale, assist Client in the selection of underwriters
  18. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
  19. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase
  20. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters
  21. Review required underwriter disclosures to Client
  22. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
  23. Respond to questions from bidders, underwriters or potential investors
  24. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
  25. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue

26. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
27. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
28. Provide such other usual and customary financial advisory services as may be requested by Client

B. **Outstanding or Potential Issues.** Provide some or all of the following services with respect to Client's outstanding Issue(s):

1. Advise Client on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s)
2. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to Client with respect to outstanding Issue(s)
4. Evaluate options or alternatives for Client with respect to, and assist in identifying, financing opportunities, including recommendations by other parties to Client for potential financings
5. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client's outstanding Issue(s)
6. Advise Client on post-issuance disclosure compliance matters, including specific issues that may arise from time to time and the preparation, review and revision of applicable policies and procedures, relating to outstanding Issue(s)
7. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
8. Review documentation of outstanding Issue(s) with Client personnel and with Client's bond counsel and other consultants
9. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

C. **Products.** Provide some or all of the following services with respect to Client's Product(s) relating to its Issue(s):

1. Advise Client on the investment of proceeds of Client's Issue(s) or on municipal escrow investments relating to such Issue(s), including but not limited to advice on or brokerage of guaranteed investment contracts for the investment of proceeds of the Issue or for municipal escrow investments, or the recommendation and brokerage of municipal escrow investments in connection with the Issue(s)
2. Advise Client on municipal derivatives



## APPENDIX B COMPENSATION

The fees due to Municipal Advisor will not exceed those contained in our customary fee schedule as listed below:

\$12.50	per \$1,000	for the first	\$5,000,000
plus \$6.00	per \$1,000	for the next	\$5,000,000
plus \$3.00	per \$1,000	thereafter	

Minimum Fee \$25,000

The above charges shall be multiplied by 1.25 times for the completion of an application to federal or state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

*The payment of charges for municipal advisory services described in the foregoing Agreement shall be contingent upon the delivery of the Issue and shall be due at the time that Issue is delivered.*

If we are requested to perform additional financial advisory services for the Issuer other than in connection with the issuance and sale of Issues, such additional services will be billed at the hourly rates shown below based on the time spent by the personnel who work on the matter. Prior to Municipal Advisor performing any such additional financial advisory services, the Issuer and Municipal Advisor must first agree in writing as to a scope of work and budget for such services.

The fees due Municipal Advisor during interim financing shall be calculated on an hourly basis in accordance with the fee schedule set forth below:

Position	Rate per Hour
Managing Director	\$350.00
Director	\$350.00
Vice President	\$275.00
Assistant Vice President	\$225.00
Associate/Analyst	\$190.00
Clerical/Administrative	\$90.00

Municipal Advisor bills in quarter-hour increments. At the beginning of each year starting on the execution date of this Agreement so long as the Agreement is in place, Municipal Advisor will start billing after the first 10 hours at the rates shown above. **In the event of a sale of an Issue, 12 months of prior hourly charges to Issuer will be credited towards the municipal advisory service fee associated with that Issue.**

The Issuer shall be responsible for the following expenses, if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by Municipal Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Computer structuring
- Credit enhancement
- CPA fees for refunding
- Official statement preparation and printing
- Paying agent/registrar/trustee
- Travel expenses
- Underwriter and underwriters counsel
- Miscellaneous, including copy, delivery, and phone charges

*The payment of reimbursable expenses that Municipal Advisor has assumed on behalf of the Client shall NOT be contingent upon the delivery of the Issue and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Municipal Advisor.*

**APPENDIX C  
DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR**

This Disclosure Statement is provided by **MASTERSON ADVISORS LLC** (the "**Municipal Advisor**") to you (the "**Client**") in connection with our current municipal advisory agreement, (the "**Agreement**"). This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor that are required to be disclosed to Client pursuant to MSRB Rule G- 42(b) and (c)(ii).

**PART A - Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

***Material Conflicts of Interest*** – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Municipal Advisor together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** - As general mitigations of the Municipal Advisor conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Other Municipal Advisor Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its regulatory duties to Client.
- II. **Compensation-Based Conflicts.** Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees, if any, are calculated with, the aggregate amount equaling the number of hours worked by Municipal Advisor personnel times an agreed upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

## **PART B - Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system. For purposes of accessing reports, Municipal Advisor's CIK number is 0001733756 and SEC number is 867-02338.

## **PART C - Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Municipal Advisor. The Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

MEMORIAL CITY REDEVELOPMENT AUTHORITY TIRZ No. 17,  
TAX REINVESTMENT ZONE 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. 7 from SER Construction Partners, T & C  
Reconstruction and Drainage Improvements, in the amount of  
\$500,540.49

b. Project update report from RPS

c. Project update report from Goodman Corporation

i. Approve an Interlocal Agreement with the City of Bunker Hill  
Village

d. Project update report from SWA



Status Report: April 2018

# 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

- Concrete pavement continues along east side of Town & Country Blvd.
- Sidewalks in progress along Town & Country Way extension.
- Sidewalks in progress along east side of Town & Country Blvd.
- Preparing to construct connection of Town & Country Way to BW8 frontage road.
- Preparing to switch traffic to east side of Town & Country Blvd. (TCP PH. 2, Step 3)

## 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 & Country Way and Town & 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	-\$230,135.00
Current Contract Amount	\$8,248,542.80
Previous Payments	\$3,475,381.35
Current Payment Due	\$500,540.49
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



Town & Country Blvd. aerial looking south



Town & Country Blvd. aerial looking north



Town & Country Way aerial looking west



Town & Country Way aerial looking east

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

**April 2018**

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

**Ongoing Activities:**

Item	Description
1	Working with TxDOT and City of Houston to finalize the typical section.

**Items Affecting Schedule:**

Item	Description
1	Finalizing Typical Section with TxDOT and City of Houston.

**Preliminary HMGP Grant Investigations for TIRZ 17**

**Ongoing Activities:**

Item	Description
1	Evaluating model output
2	Developing benefits estimates
3	Drafting NOI





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

April 6, 2018

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. 07

Dear Mr. Bean:

SER Construction Partners, LLC (SER) has submitted estimate No. 07 in the amount of \$500,540.49 for construction services rendered through March 31, 2018.

Based on our review, SER has complied with all requirements stated in the estimate and we recommend payment of **\$500,540.49** 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,

A handwritten signature in blue ink, appearing to read 'MA', is written over the typed name and title.

Muhammad Ali, P.E.  
Project Manager

MA:rlb

Enclosures: SER Pay Est. No. 07





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

Estimate No. : 7  
 Cut Off Date : 03/31/18  
 Estimate Date : 04/05/18

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

Project Name : Town & Country Blvd. and Town & Country Way Reconstr. And Drainage Improv  
 Contractor Name : SER Construction Partners, LLC  
 Address : 3636 Pasadena Blvd.  
 Pasadena, TX 77503

WBS No. : N-T17000-0017-4

Contract Date : 7/14/2017  
 Start Date : 9/12/2017  
 Current Contract Completion Date : 9/13/2018  
 Substantial Completion Date :  
 Percentage By Time : 54.79% In Place : 50.74%  
 Date Insurance Exp. : 6/8/2018 Drug Policy Due Date: N/A Current M/SBE : 4.67% Schedule Update Received : 3/12/2018

**CONTRACT TIME IN CALENDAR DAYS**  
 Original Contract Time : 365  
 Approved Extensions : 0  
 Total Contract Time : 365  
 Days Used to Date : 200  
 Days Remaining to Date : 165

**CONTRACT AMOUNT TO DATE :**

1. Original Contract Amount **\$8,478,677.80**  
 2. Approved Change Orders

No	Date	Ext. Days	Amount
1			(\$230,135.00)

Total Approved Extensions 0 Total Change Orders to Date **\$(230,135.00)**

3. Approved Work Change Directives

No	Date	Ext. Days	Amount

Total Pending Work Change Directives to Date **\$0.00**

**TOTAL CONTRACT AMOUNT (excludes WCDs) \$8,248,542.80**

**A. EARNINGS TO DATE**

1. Work Completed to Date 49.36% Complete **\$4,185,180.88**  
 2. Material Stored on Site \$ 0.00  
 3. Material Stored in Place \$ 0.00  
 4. Balance-Materials Accepted Not in Place \$ 0.00 @ 85% \$0.00  
 5. Work Change Directives - In Place \$0.00

**TOTAL EARNINGS TO DATE \$4,185,180.88**

**B. DEDUCTIONS**

1. Retainage 5% Of \$4,185,180.88 **\$209,259.04**  
 2. Retainage Release 0% Of \$4,185,180.88 **\$0.00**  
 3. Total Retainage \$209,259.04  
 4. Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00  
 5. Assessments \$0.00  
 6. Inspector Overtime Costs \$0.00

**TOTAL DEDUCTIONS \$209,259.04**

**C. AMOUNT DUE THIS PERIOD**

1. Total Earnings to Date \$4,185,180.88  
 2. Total Deductions \$209,259.04  
 3. Total Payments Due **\$3,975,921.84**  
 4. Less Previous Payments **\$3,475,381.35**  
 5. Restoration Adjustment \$0.00

**TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$500,540.49**

**BALANCE REMAINING \$4,293,496.92**

Prepared By 

Reviewed By  4/9/2018  
 Muhammad Ali / P.E. Date

Approved By:  4/9/2018  
 Scott Bean, TIRZ17 Executive Director Date

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 March 2018

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	1.00		1.00	\$0.00	\$400,000.00
2	TRAFFIC CONTROL AND REGULATION	1	LS	\$230,000.00	\$ 230,000.00		0		\$0.00	\$0.00
2-A	SET UP	1	LS	\$60,000.00	\$ 60,000.00		1		\$0.00	\$60,000.00
2-B	MONTHLY	12	MON	\$14,166.67	\$ 170,000.00		6	1	\$14,166.67	\$99,166.67
3	UNIFORMED PEACE OFFICERS	6,500	HR	\$ 30.00	\$ 195,000.00		0	0	\$0.00	\$0.00
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER									
4	INSTALLED	1,000	LF	\$ 23.00	\$ 23,000.00	560		560	\$0.00	\$12,880.00
5	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER									
5	MOVED & RESET	1,000	LF	\$ 6.40	\$ 6,400.00	400		400	\$0.00	\$2,560.00
6	REMOVED	1,000	LF	\$ 9.80	\$ 9,800.00	0		0	\$0.00	\$0.00
7	INLET PROTECTION BARRIER	1,026	LF	\$ 3.20	\$ 3,283.20	124		225	\$720.00	\$1,116.80
8	SOODING	2,500	SY	\$ 4.70	\$ 11,750.00	0		0	\$0.00	\$0.00
9	FILTER FABRIC FENCE	3,324	LF	\$ 2.30	\$ 7,645.20	870		675	\$1,552.50	\$3,553.50
10	TYPE-C MANHOLE ON VAULT-COMplete IN PLACE	13	EA	\$ 1,000.00	\$ 13,000.00	3		8	\$8,000.00	\$11,000.00
11	TYPE-C MANHOLE	4	EA	\$ 3,300.00	\$ 13,200.00	0		3	\$9,900.00	\$9,900.00
12	6'x4' ACCESS DOOR	1	LF	\$ 9,000.00	\$ 9,000.00	0		1	\$9,000.00	\$9,000.00
	REMOVE AND DISPOSE OF 8-INCH DIAMETER STORM									
13	SEWER	74	LF	\$ 6.00	\$ 444.00	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 10-INCH DIAMETER STORM									
14	SEWER	11	LF	\$ 6.50	\$ 71.50	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 12-INCH DIAMETER STORM									
15	SEWER	61	LF	\$ 7.60	\$ 463.60	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 15-INCH DIAMETER STORM									
16	SEWER	56	LF	\$ 8.80	\$ 492.80	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 18-INCH DIAMETER STORM									
17	SEWER	65	LF	\$ 9.20	\$ 598.00	252		252	\$0.00	\$2,318.40
	REMOVE AND DISPOSE OF 24-INCH DIAMETER STORM									
18	SEWER	403	LF	\$ 10.70	\$ 4,312.10	0		16	\$171.20	\$171.20
	REMOVE AND DISPOSE OF 30-INCH DIAMETER STORM									
19	SEWER	280	LF	\$ 12.10	\$ 3,388.00	0		0	\$0.00	\$0.00
	REMOVE AND DISPOSE OF 36-INCH DIAMETER STORM									
20	SEWER	714	LF	\$ 13.60	\$ 9,710.40	576		616	\$544.00	\$8,377.60
21	REMOVE AND DISPOSE OF EXISTING INLETS, ALL TYPES	12	EA	\$ 393.00	\$ 4,716.00	0		5	\$1,965.00	\$1,965.00
	REMOVE AND DISPOSE OF EXISTING MANHOLES, ALL TYPES									
22	24-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	9	EA	\$ 404.60	\$ 3,641.40	0		1	\$404.60	\$404.60
23	30-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	372	LF	\$ 146.30	\$ 54,423.60	69		148	\$21,652.40	\$31,747.10
24	36-INCH DIAMETER STORM SEWER BY OPEN-CUT-COMLETE	80	LF	\$ 110.20	\$ 8,816.00	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	\$0.00	\$0.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
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OWNER:  
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 HOUSTON, TEXAS 7704  
 HARRIS COUNTY

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

ESTIMATE March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
26	48-INCH DIAMETER STORM SEWER BY OPEN-CUT- COMPLETE	98 LF		\$ 252.60	\$ 24,754.80	24	81	105	\$20,460.60	\$26,523.00
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	6	3	9	\$6,600.00	\$19,800.00
32	27-INCH FLAP GATE, COMPLETE IN PLACE	1 EA		\$ 13,000.00	\$ 13,000.00	0	1	1	\$13,000.00	\$13,000.00
33	UNDERGROUND DETENTION VAULTS, COMPLETE IN PLACE <i>per change order no 1.</i>	1 LS		\$ 3,233,865.00	\$ 3,233,865.00	0.6682	0.0738	0.742	\$238,659.24	\$2,399,527.83
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	1041		1041	\$0.00	\$99,936.00
40	12-INCH DIAMETER WATER LINE OPEN-CUT CONSTRUCTION WITH RESTRAINED JOINTS	70 LF		\$ 242.00	\$ 16,940.00	70		70	\$0.00	\$16,940.00
41	12-INCH DIAMETER WATER LINE BY TRENCHLESS CONSTRUCTION	1,310 LF		\$ 70.00	\$ 91,700.00	663		663	\$0.00	\$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	40		40	\$0.00	\$6,320.00
43	12-INCH DIAMETER DIP WATER LINE BY TRENCHLESS CONSTRUCTION WITH RESTRAINED JOINTS	260 LF		\$ 126.00	\$ 32,760.00	126		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	\$0.00	\$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	3		3	\$0.00	\$6,705.00
46	4-INCH DIAMETER WET CONNECTION	2 EA		\$ 500.00	\$ 1,000.00	1		1	\$0.00	\$500.00
47	6-INCH DIAMETER WET CONNECTION	1 EA		\$ 600.00	\$ 600.00	0		0	\$0.00	\$0.00
48	8-INCH DIAMETER WET CONNECTION	3 EA		\$ 3,000.00	\$ 9,000.00	2		2	\$0.00	\$6,000.00
49	12-INCH DIAMETER WET CONNECTION	1 EA		\$ 3,600.00	\$ 3,600.00	1		1	\$0.00	\$3,600.00
50	CUT, PLUG AND ABANDON EXISTING 4-INCH DIAMETER WATER LINE	2 EA		\$ 230.00	\$ 460.00	1		1	\$0.00	\$230.00
51	CUT, PLUG AND ABANDON EXISTING 6-INCH DIAMETER WATER LINE	1 EA		\$ 240.00	\$ 240.00	0		0	\$0.00	\$0.00
52	CUT & PLUG EXISTING 6-INCH F.H. LEAD	1 EA		\$ 120.00	\$ 120.00	0		0	\$0.00	\$0.00

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ESTIMATE March 2018

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
53	CUT, PLUG AND ABANDON EXISTING 8-INCH DIAMETER WATER LINE	3	EA	\$ 300.00	\$ 900.00	2	2	2	\$0.00	\$600.00
54	CUT, PLUG AND ABANDON EXISTING 12-INCH DIAMETER WATER LINE	2	EA	\$ 500.00	\$ 1,000.00	1	1	1	\$0.00	\$500.00
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	5	5	6	\$3,800.00	\$22,800.00
57	6-INCH DIAMETER FIRE HYDRANT BRANCH BY OPEN-CUT	35	LF	\$ 65.50	\$ 2,292.50	10	10	10	\$0.00	\$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	1	1	1	\$0.00	\$9,500.00
60	16-INCH BY 12-INCH DIAMETER TAP, SLEEVE AND VALVE	1	EA	\$ 10,000.00	\$ 10,000.00	1	1	1	\$0.00	\$10,000.00
61	STORM VAULTS CORING (SANITARY SEWER CASING INSTALLATION)	11	EA	\$ 1,000.00	\$ 11,000.00	0	10	10	\$10,000.00	\$10,000.00
62	4-FOOT DIAMETER PRECAST SANITARY MANHOLE	11	EA	\$ 2,000.00	\$ 22,000.00	6	6	8	\$4,000.00	\$16,000.00
63	EXTRA DEPTH, 4-FOOT DIAMETER PRECAST SANITARY MANHOLE	21	VL	\$ 165.00	\$ 3,465.00	16.18	16.18	16.18	\$0.00	\$2,669.70
64	MANHOLE DROPS: 8-INCH DIAMETER, ALL DEPTHS	4	EA	\$ 500.00	\$ 2,000.00	4	4	4	\$0.00	\$2,000.00
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	545	545	\$9,265.00	\$9,265.00
67	REMOVE AND DISPOSE 10-INCH SANITARY SEWER	270	LF	\$ 20.00	\$ 5,400.00	271	271	271	\$0.00	\$5,420.00
68	REMOVE AND DISPOSE OF EXISTING SANITARY MANHOLE	9	EA	\$ 400.00	\$ 3,600.00	3	3	3	\$0.00	\$1,200.00
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	358	358	358	\$0.00	\$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	395	395	395	\$0.00	\$39,500.00
76	8-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	90	LF	\$ 108.00	\$ 9,720.00	0	60	60	\$6,480.00	\$6,480.00
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	271	271	271	\$0.00	\$33,062.00
79	12-INCH SANITARY SEWER BY OPEN-CUT	280	LF	\$ 164.00	\$ 45,920.00	534	534	534	\$0.00	\$87,576.00
80	12-INCH PRESSURE RATED SANITARY SEWER BY OPEN-CUT	285	LF	\$ 160.00	\$ 45,600.00	0	0	0	\$0.00	\$0.00

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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	1165.55		1165.55	\$0.00	\$74,595.20
83	TEMPORARY ASPHALT ROADWAY (EXTENSION ROAD)	1,200	SY	\$ 66.00	\$ 79,200.00	588.3		588.3	\$0.00	\$38,827.80
84	REMOVE AND DISPOSE OF REINFORCED CONCRETE PAVEMENT WITH OR WITHOUT ASPHALT OVERLAY	6,250	SY	\$ 6.40	\$ 40,000.00	2356	3125	5481	\$20,000.00	\$35,078.40
85	REMOVE AND DISPOSE OF ASPHALT PARKING LOT INCLUDING SUBGRADE (EXTENSION ROAD)	2,000	SY	\$ 6.50	\$ 13,000.00	2000		2000	\$0.00	\$13,000.00
86	REMOVE AND REPLACE BRICK PAVERS	980	SY	\$ 57.60	\$ 56,448.00	0		0	\$0.00	\$0.00
87	REMOVE AND DISPOSE OF DRIVEWAYS ( ALL MATERIALS, ALL THICKNESSES)	650	SY	\$ 11.60	\$ 7,540.00	69.14		69.14	\$0.00	\$802.02
88	REMOVE AND DISPOSE OF SIDEWALKS ( ALL MATERIALS, ALL THICKNESSES)	600	SY	\$ 8.80	\$ 5,280.00	0		0	\$0.00	\$0.00
89	ROADWAY BORROW	2,235	CY	\$ 21.00	\$ 46,935.00	0		0	\$0.00	\$0.00
90	ROADWAY EXCAVATION	4,040	CY	\$ 21.00	\$ 84,840.00	3020	1020	4040	\$21,420.00	\$84,840.00
91	REMOVE CONCRETE CURB, ALL HEIGHTS	1,350	LF	\$ 2.00	\$ 2,700.00	0	675	675	\$1,350.00	\$1,350.00
92	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	4,000	LF	\$ 3.40	\$ 13,600.00	590		590	\$0.00	\$2,006.00
93	CONCRETE CURB 3"	255	LF	\$ 3.40	\$ 867.00	0		0	\$0.00	\$0.00
94	CONCRETE CURB (TOE WALL 0" TO 24")	110	LF	\$ 80.00	\$ 8,800.00	0		0	\$0.00	\$0.00
95	LIME/FLY-ASH STABILIZED SUBGRADE, 8-INCH	10,400	SY	\$ 5.70	\$ 59,280.00	2102	1365.07	3467.07	\$7,780.90	\$19,782.30
96	LIME FOR LIME STABILIZED SUBGRADE	200	TON	\$ 171.10	\$ 34,220.00	49.04	19.61	68.65	\$3,355.27	\$11,746.02
97	ROUNDABOUT PAVERS	2,210	SF	\$ 14.20	\$ 31,382.00	0		0	\$0.00	\$0.00
98	CROSS-WALK ACCENT PAVERS	2,250	SF	\$ 14.40	\$ 32,400.00	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	3256.29		3256.29	\$0.00	\$32,562.90
100	10-INCH REINFORCED CONCRETE PAVEMENT	7,950	SY	\$ 62.50	\$ 496,875.00	1913	1305.96	3218.96	\$81,622.50	\$201,185.00
101	10-INCH REINFORCED CONCRETE PAVEMENT( HIGH EARLY STRENGTH)	1,300	SY	\$ 70.00	\$ 91,000.00	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	\$0.00	\$0.00
103	6-INCH CEMENT STABILIZED BASE (TXDOT)	350	SY	\$ 24.00	\$ 8,400.00	0		0	\$0.00	\$0.00
104	6-INCH LIME TREATED SUBGRADE (TXDOT)	350	SY	\$ 10.00	\$ 3,500.00	0		0	\$0.00	\$0.00
105	BOARD EXPANSION JOINT WITH LOAD TRANSFER DEVICE	1042	LF	\$ 9.00	\$ 9,378.00	355	381.36	736.36	\$3,432.24	\$6,627.24
106	HORIZONTAL DOWELS, ALL LENGTHS	520	EA	\$ 7.40	\$ 3,848.00	344	349	693	\$2,582.60	\$5,128.20
107	SAW-CUT CONCRETE PAVEMENT( ALL DEPTHS)	460	LF	\$ 15.00	\$ 6,900.00	1901		1901	\$0.00	\$28,515.00
108	ADA ACCESSIBLE WHEELCHAIR RAMPS	1,320	SF	\$ 7.30	\$ 9,636.00	0		0	\$0.00	\$0.00
109	ADA DETECTABLE WARNING PAVERS	11	SY	\$ 40.00	\$ 440.00	0		0	\$0.00	\$0.00
110	4 1/2" THICK CONCRETE SIDEWALK	25,000	SF	\$ 6.20	\$ 155,000.00	0		0	\$0.00	\$0.00
111	CONCRETE CURB (ALL FINISHES, 6INCHES AND GREATER)	240	LF	\$ 3.40	\$ 816.00	0		0	\$0.00	\$0.00

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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	TRIUM DRAINS IN PLANTING	5	EA	\$ 600.00	\$ 3,000.00	0	0	0	\$ 0.00	\$ 0.00
118	ADS N12 PIPE	44	LF	\$ 44.30	\$ 1,935.00	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 PAVR 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	322	0	0	\$ 0.00	\$ 4,475.80
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



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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	865	865	865	\$ 0.00	\$ 8,477.00
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/RISE, W/WEATHERHEAD, 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 CONTRACTORS AND DMX CONROLS	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 MEDIUM 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
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	740	740	740	\$ 0.00	\$ 8,954.00
2-A	SET UP	1	LS	\$ 230,000.00	\$ 230,000.00	0	0	0	\$ 0.00	\$ 0.00
2-B	MONTHLY	1	LS	\$ 60,000.00	\$ 60,000.00	1	1	1	\$ 0.00	\$ 60,000.00
3	UNIFORMED PEACE OFFICERS	12	MON	\$ 14,166.67	\$ 170,000.00	6	6	7	\$ 14,166.67	\$ 99,166.67
4	PORTABLE CONCRETE LOW PROFILE TRAFFIC BARRIER INSTALLED	6,500	HR	\$ 30.00	\$ 195,000.00	0	0	0	\$ 0.00	\$ 0.00
		1,000	LF	\$ 23.00	\$ 23,000.00	560	560	560	\$ 0.00	\$ 12,880.00

PROJECT: TOWN AND COUNTRY RECONSTRUCTION  
 WBS NO. N-177000-0017-4

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

ESTIMATE March 2018

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
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	1	ls	\$ 5,000.00	\$ 5,000.00	0	0	0	\$0.00	\$0.00
200	TXDOT PERMIT	1	ls	\$ 5,000.00	\$ 5,000.00	0	1	1	\$5,000.00	\$5,000.00
201	WORK CHANGE DIRECTIVES	1	ls	\$ 250,000.00	\$ 250,000.00	0	0	0	\$0.00	\$0.00
202	CENTERPOINT STREET LIGHTING	1	ls	\$ 10,000.00	\$ 10,000.00	2,942	0	2,942	\$0.00	\$29,420.00

CONTRACT AMOUNT \$526,884.71 \$4,185,180.88  
 WORK COMPLETED TO DATE \$ 8,478,677.80  
 LESS RETAINAGE \$ 4,185,180.88  
 TOTAL LESS RETAINAGE \$ 209,259.04  
 ADJUSTMENTS \$ 3,975,921.83  
 LESS PREVIOUS REQUESTED \$3,475,381.35  
 AMOUNT DUE THIS MONTH \$500,540.48

*Handwritten initials and marks*

**BREAKDOWN OF ITEM 330-330 DETENTION STRUCTURE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	Previous Quantities	Current Quantities	Quantities to Date	Current Amount	Amount to Date
33A	3x2 RCB	25	LF	\$ 455.32	\$ 11,383.00	0	25	25	\$ 11,383.00	\$ 11,383.00
33B	6x2 RCB	27	LF	\$ 510.00	\$ 13,770.00	26	1	27	\$ 510.00	\$ 13,770.00
33C	6x4 RCB	15	LF	\$ 560.00	\$ 8,400.00	13	2	15	\$ 1,120.00	\$ 8,400.00
33D	6x5 RCB	34	LF	\$ 620.00	\$ 21,080.00	0	34	34	\$ 21,080.00	\$ 21,080.00
33E	7x7 RCB	176	LF	\$ 752.00	\$ 132,352.00	175.5	0.5	176	\$ 376.00	\$ 132,352.00
33G	8x7 RCB	202	LF	\$ 821.00	\$ 165,842.00	169	26	195	\$ 21,346.00	\$ 160,095.00





**MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM**

Legal Project Name: Town and Country Reconstruction

WBS No.: N-T17000-0017-4

Contractor's Company Name: SER Construction Partners, LLC. \_\_\_\_\_

Address: 3636 Pasadena Blvd., Pasadena Tx 77503

**CERTIFICATION**

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

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

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

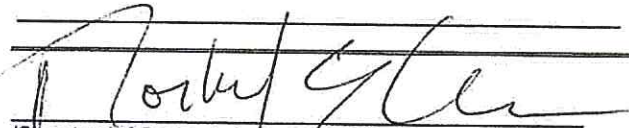
Street Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

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

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


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

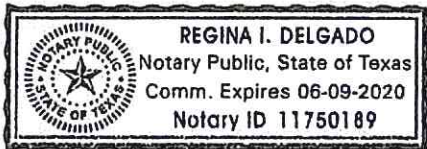
Description of Good Faith Reason: \_\_\_\_\_ Description of Good Faith Reason: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature of Contractor's Representative)

Rosbel E Ramos - President  
\_\_\_\_\_  
(Print or Type Name of Contractor's Representative)  
04/02/2018

**SWORN TO AND SUBSCRIBED** before me on:

Date \_\_\_\_\_  
  
\_\_\_\_\_  
Notary Public in and for the State of Texas



My Commission Expires: 06-09-2020  
Expiration Date

REGINA I DELGADO  
Print or Type Name of Notary Public

**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 \$ 500,540.48 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 the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced Project regarding the attached statement(s) or progress payment request(s).

Date: 04/30/2018

SER CONSTRUCTION PARTNERS, LLC,  
a Texas limited liability company

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

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

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

ROSEL E. RAMOS

President

ACKNOWLEDGMENT

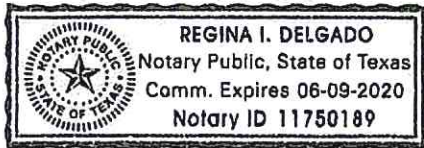
STATE OF TEXAS

§

COUNTY OF HARRIS

§

SUBSCRIBED, SWORN TO, AND ACKNOWLEDGED BEFORE ME, BY THE SAID \_\_\_\_\_ ON THIS 2<sup>ND</sup> DAY OF NOVEMBER ~~NOVEMBER~~ APRIL, 2018, 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





# 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**

**WBS No. N-T17000-0018-3**

**Period: Through April 20, 2018**

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

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## Activities This Period

1. Authorizations
  - a. Ph II Final Design - Authorization received dated 03-07-14, 09-06-16
  - b. Ph II Final Design – Authorization for fund reallocation 01-18-18.
2. Basic Services
  - a. Drainage Impact Study
    - 1.) Final “no objection” letter received from HCFCD 01-03-18.
    - 2.) COH approval granted 09-22-17.
  - b. Construction Drawings
    - 1.) 95% plan comments received from COH 12-11-17. Comments addressed and 100% plans submitted to COH 03-15-18 when updated Geotech and Environmental reports obtained and incorporated. 100% plan comments received from COH 04-10-18. Plans are being prepared to resubmit per comments.
    - 2.) 100% plans submitted to HCFCD 03-15-18 for simultaneous review. Transfer of easements in progress.
    - 3.) Final Notice Utility Letters coordinated with City and distributed by City 02-05-18. Coordination ongoing with CenterPoint, Comcast and AT&T. Additional files provided to CenterPoint 02-14-18 as requested. Met in the field with Comcast 03-01-18 to verify non-issue of conflicts. Additional files provided to AT&T 03-21-18 as requested.
3. Additional Services
  - a. SWPPP
    - 1.) SWPPP Report submitted to COH 02-14-18. “No comments” letter received 03-12-18.
  - b. Environmental Investigation
    - 1.) Updated ESA I as 6-month expiration has passed. Resubmitted combined channel and straws report to City 03-07-18. Comments received 03-23-18; resubmitted final copy 03-26-18. Letter authorizing utilization provided 04-04-18.

- c. Survey (Kuo)
  - 1.) Final survey control sheets provided and included in 100% plan set.
- d. Tree Protection (C.N. Koehl Urban Forestry)
  - 1.) Final tree protection sheets provided and included in 100% plan set.
- e. Geotechnical Investigation (Geotech Engineering)
  - 1.) Updated & finalized channel & straw geotech reports resubmitted to COH 03-07-18. Letter authorizing utilization provided 04-02-18.
- 4. Meetings
  - a. Project Team Meetings as required.
  - b. Additional meetings with TIRZ, SWA, HCFCD and COH as required.
  - c. Attended and provided project updates at TIRZ Board Meeting and TIRZ Board CIP Committee Meeting as requested.

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

- 1. Ph II Final Design.
  - a. Basic and Additional Services
    - 1.) Obtain final approvals on construction drawings.
    - 2.) Finalize project manual and cost estimate.
    - 3.) Prepare for bidding and advertise.
    - 4.) 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**



1160 Dairy Ashford, Suite 500, Houston, Texas 77079

T 281 589 7257 W rpsgroup.com/usa

# 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

CoH WBS/CSJ No. N-T17000-0010-3

TxDOT CSJ: 0912-72-373

**Period:** Through April 20, 2018

**Job No:** 1111.004.000/ Vision 006602

**Prepared By:** Morena G. Arredondo, P.E., ENV SP

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## Activities Completed this Period

1. Authorizations
  - a. 10-30-17 Submitted Additional Services Authorization for Fault Study
  - b. 12-08-17 Received authorization via Email by the Executive Director
  - c. 12-12-17 Authorized subconsultant to perform Fault Study
2. Basic Services
  - a. Submitted Updated PER to COH Interagency for Review
    - 1.) Received PER Comments
    - 2.) 12-01-17 Submitted PER Comment Responses
  - b. 12-01-17 Submitted Updated Drainage Impact Analysis Report & XPSWMM Model to CoH & TxDOT
    - 1.) 01-08-18 rcvd. COH Comments/ 02-13-18 rcvd. TxDOT Comments
  - c. 12-21-17 Submitted Draft DSR To TxDOT / DSR Approved 4-12-18
  - d. 01-02-18 Submitted Request to TxDOT to change project letting date
  - e. 03-04-18 Submitted Updated Design Schedule to TxDOT
3. Additional Services
  - a. Survey (KUO) – updates to conform to TxDOT requirements
  - b. Geotechnical Investigation (Aviles) – Final Geotech Report complete
  - c. ESA – ESA I complete. Draft ESA II submitted to COH and TxDOT
  - d. Categorical Exclusion (RPS) – Submitted to TxDOT 11-30-17
  - e. Fault Study (Aviles/Fugro) – Complete, Submitted to COH for review
  - f. SW3P (RPS) – work in progress for 30% TxDOT Submittal
  - g. Traffic Control Plan (RPS) – work in progress for 30% TxDOT Submittal
  - h. Temporary Traffic Signal Design (RPS) – to be completed for 60% Submittal
  - i. Permanent Traffic Signal Design (RPS) – to be completed for 60% Submittal
  - j. Street Lighting (Isani) – to be completed for 60% Submittal
  - k. Tree Protection Plan (Koehl) – to be completed for 60% Submittal
  - l. Landscape Plans (TIRZ Subconsultant) – coordinating with SWA for 30%





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

#### 4. Meetings

##### a. Meetings with TxDOT

- 1.) 10-09-17 Kickoff Meeting
- 2.) 10-27-17 Environmental Scope Meeting
- 3.) 10-31-17 Drainage Scoping Meeting
- 4.) 12-05-17 Progress Meeting No. 1
- 5.) 02-14-18 DSR Meeting & Progress Meeting No. 2
- 6.) 03-05-18 Progress Meeting No. 3
- 7.) 03-05-18 Drainage Meeting to review TxDOT Comments
- 8.) 03-19-18 Landscaping Review Meeting with SWA
- 9.) 04-03-18 Progress Meeting No. 4

##### b. Meetings with Council Member Brenda Stardig– City Hall

- 1.) 07-05-17 Project Coordination Meeting
- 2.) 12-12-17 Project Coordination Meeting
- 3.) 01-10-17 Project Coordination Meeting
- 4.) 02-08-18 Project Coordination Meeting
  - i. CM Requested Traffic Data for CVS at Gessner/IH-10
  - ii. TIRZ requested CM to provide Traffic Data.

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

#### 2. Basic Services

- a. 01-08-18 Received COH Drainage Impact Analysis (DIA) Comments
  - 1.) Finalize drainage revisions and setup meeting with TIRZ and COH
  - 2.) Upon Completion, request COH Pre-TRC Date and prepare Agenda
- b. 02-13-18 Received TxDOT Drainage Comments
  - 1.) Address comments

#### 3. Additional Services

- a. Survey (KUU) – updating survey to conform to TxDOT requirements
- b. Geotechnical Investigation (Aviles) – Final Geotech Report complete
- c. Fault Study (Aviles/Fugro) – Complete, Submitted to COH for review
- d. ESA – Preparing Final ESA II for submittal to COH and TxDOT

#### 4. Meetings

- a. Meetings with TxDOT
  - 1.) 05-04-18 30% Design Submittal to TxDOT
- b. Meetings with COH
  - 1.) 05-10-18 Drainage Meeting (Tentative)
- c. Meetings with Council Member Brenda Stardig– City Hall
- d. Project Team Meetings and Additional meetings with TIRZ as required.
- e. Provide project update at TIRZ CIP Committee and Board Meetings.
- f. Project Team Meeting with SWA.

#### **Information we are waiting to receive**

1. Authorization for TDLR/RAS Project Registration, Review, and Inspection – RPS will submit authorization request to TIRZ



**THE GOODMAN  
CORPORATION**

**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:** May 1, 2018  
**Re:** TIP Project Assistance and Oversight (MCT101) – April 2018

Task	Previous % Complete	Current % Complete
<b>1 – Program Management, Oversight, and Intergovernmental Coordination for Memorial Drive</b>	93%	100%
Comments:		

- Coordination with TxDOT Consultant Contracts regarding project letting framework.
- Discussion with TxDOT regarding modification to letting date.
- Attend MCRA BOD meeting.
- Coordination with TxDOT on typical section.
- Coordination with LAN.
- Discuss AFA with TxDOT. Transmit information to MCRA Administrator.

<b>2 – Program Management, Oversight, and Intergovernmental Coordination for North Gessner</b>	93%	100%
Comments:		

- Attend MCRA BOD meeting.
- Preparation for TxDOT design meeting. Attendance at meeting. Completion and transmittal of minutes.
- Review TIRZ meeting minutes dating back to 2007 and provide summary of Gessner discussion in memorandum to TxDOT ENV. Transmit to TxDOT staff.
- Coordination with RPS.

**SWA Houston**

1245 W 18<sup>th</sup> Street  
Houston, Texas  
77008  
+1.713.868.1676  
www.swagroup.com

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Gerdo P Aquino  
Kinder Baumgardner  
David Berkson  
Rene Bihac  
Scott Cooper  
Jeffrey Craft  
Marco Esposito  
Tom Fox  
David R Gai  
Cinda Gilliland  
Ying Yu Hung  
Richard K Law  
Hui-U Lee  
James Lee  
Margaret Leonard  
Chih-Wei Lin  
John Loomis  
Ye Luo  
Charles S McDaniel  
Ross Nadeau  
Sean O'Malley  
Timothy Puterson  
Lawrence Reed  
R Joseph Runco  
Kevin Shanley  
Elizabeth Shreeve  
David P Thompson  
James Vick  
John L Wong  
Xiao Zheng

**PROJECT STATUS REPORT BY SWA**

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY  
REDEVELOPMENT AUTHORITY  
PROJECTS: TIRZ #17 CIP  
DATE: 24 April 2018

**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 who 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 design of the streetscape with LAN as well as the partnering management district (Memorial Management District).
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. Phase One of the project by TXDOT is under construction.
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