

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



Agenda and Agenda Materials
Meeting of the Board of Directors

March 30, 2021

**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, March 30, 2021**, at **8:00 a.m.**, via Zoom videoconference at: <https://us02web.zoom.us/j/82736403810?pwd=Rzg5c3RDtklYVUFsRHE0UkVvR0xjUT09>; or via teleconference at: (346) 248-7799; Meeting ID: **827 3640 3810**; Password: **435850**; open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct 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. (A statement of no more than 3 minutes may be made on items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from deliberating a topic without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law; therefore, questions or comments will not be addressed. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges).
3. Approve Minutes of the February 23, 2021, meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.
5. Approve Interlocal Agreement with City of Houston.
6. CIP Committee:
 - a. Project update and recommendations from Gauge Engineering, LLC.
 - i. Consider Pay Application No. 28, Briar Branch Channel and Straws Improvements, from Reytec Construction.
 - ii. Consider Service Agreement with Reytec Construction for landscape maintenance.
 - b. Project update from The Goodman Corporation.
 - c. Project update from SWA.
7. 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 with regard to the purchase, exchange, lease or value of real property.
9. Adjournment.



Executive Director for Authority

As a result of the current COVID-19 virus epidemic emergency, the convening at one location of a quorum of the Board is difficult or impossible. Therefore, the Board will conduct this meeting by videoconference rather than by physical quorum pursuant to Texas Government Code Sec. 551.125 and guidance of the Governor of the State of Texas. Members of the public are entitled to participate and address the Board during the videoconference meeting. In all respects, this meeting will be open to the public and compliant with applicable law and guidance of the Governor of the State of Texas. An electronic copy of the agenda packet (which consists of the regular reports presented to the Board by its consultants) can be found at: <http://houstontirz17.org/meetings/>

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

AGENDA MEMORANDUM

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

3. Approve Minutes of the February 23, 2021, 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**

February 23, 2021

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, February 23, 2021, at 8:00 a.m., via videoconference, 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 – Vacant

and all of the above were present, thus constituting a quorum. Also present were Scott Bean, Linda Clayton, Josh Hawes, and Leticia Rodriguez, Hawes Hill & Associates, LLP; Jessica Holoubek, Allen Boone Humphries Robinson, LLP; and Pat Hall, ETI Bookkeeping Services. Others attending the meeting were Jennifer Curley, COH - Economic Development Dept.; Council Member Greg Travis and James Rains, both of District G; Ben Gillis and Pat Walters, both of Memorial Management District; Karen Glynn and Laurie Rosenbaum, both of City of Bunker Hill; Muhammad Ali and Derek St. John, both of Gauge Engineering; Drew Masterson and Kristin Blomquist, both of Masterson Advisors; Brenda Stardig; Marlene Gafrick; Jim Shroff; Monica Aizpurua; Bruce Nichols; John Jackson; Cynthia Neely; Cyd Dillahunty; Emily Anderson; and Margaret Dunlap, METRO. Chair Givens called the meeting to order at 8:01 a.m.

RECEIVE PUBLIC COMMENTS.

Public comments were received from Cyd Dillahunty.

APPROVE MINUTES OF THE JANUARY 26, 2021, MEETING.

Upon a motion duly made by Director Heins, and seconded by Director Freels, the Board voted unanimously to approve the Minutes of the January 26, 2021, Board meeting, as presented.

ACCEPT ANNUAL DISCLOSURE STATEMENTS FROM INVESTMENT OFFICER AND BOOKKEEPER.

Ms. Holoubek reviewed the annual disclosure statements and stated disclosures are required to be made annually by the investment officer and bookkeeper disclosing any relationships with entities or individuals engaged in an investment transaction with the Authority and the investment officer and bookkeeper are reporting none.

CONDUCT ANNUAL REVIEW OF INVESTMENT POLICY; ADOPT RESOLUTION REGARDING ANNUAL REVIEW OF INVESTMENT POLICY.

Ms. Holoubek reported the Authority is required to annually review its Investment Policy and amend the Policy when required by any legislative changes to the investment laws. She reported no legislative laws have been enacted affecting the current Policy and she is recommending no changes be made.

Upon a motion duly made by Director Rickel, and seconded by Director Durham, the Board voted unanimously to (a) accept the Annual Disclosure Statements from Investment Officer and Bookkeeper; and (b) adopt the Resolution Regarding Annual Review of Investment Policy.

ADOPT RESOLUTION ESTABLISHING THE AUTHORIZED DEPOSITORY INSTITUTIONS AND ADOPTING LIST OF QUALIFIED BROKER/DEALERS WITH WHOM THE AUTHORITY MAY ENGAGE IN INVESTMENT TRANSACTIONS.

Ms. Holoubek reported the Broker/Dealer List with whom the Authority may engage in investment transactions has been amended and reviewed by the investment officer and she is recommending adoption of the Resolution. Upon a motion duly made by Director Hodges, and seconded by Director Rickel, the Board voted unanimously to adopt the Resolution Establishing the Authorized Depository Institutions and Adopting List of Qualified Broker/Dealers with Whom the Authority May Engage in Investment Transactions.

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

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

CIP COMMITTEE:

a. Project update and recommendations from Gauge Engineering LLC

Mr. Ali provided an update on the Briar Branch Channel & Straws Improvements project, a copy of the progress report is included in the Board materials. He stated the access road construction is complete and landscaping is underway. He reported there remains some roadway repairs to be done. He reported a substantial completion walk-thru is scheduled today to create a punch list items to be completed to close the project. He stated the fence taken down at Costco is owned by Costco and they do not want the fence put back up. Chair Givens recommended the HOA to contact Costco if the HOA wants the fence reinstalled. Mr. Ali provided an update on the Gessner Rd. Improvements, a copy of the progress report is included in the Board materials. He reported landscaping is still in process and the contractor is working on the substantial completion punch list items. He reported final completion is expected March 31. Mr. St. John reported the W140 Basin deepening report has been finalized and submitted to HCFCD for review.

i. Consider Pay Application No. 27, Briar Branch Channel and Straws Improvements, from Reytec Construction.

Mr. Ali reviewed Pay Application No. 27 and 27a, Briar Branch Channel and Straws Improvements, from Reytec Construction in the amount of \$616,142.83. He reported Gauge Engineering has

reviewed the pay application and concurs with the amount and quantities and is recommending for approval. Upon a motion duly made by Director Freels, and seconded by Director Durham, the Board voted unanimously to approve Pay Application No. 27 and 27a, Briar Branch Channel and Straws Improvements, from Reytec Construction in the amount of \$616,142.83, as presented.

b. Project update from The Goodman Corporation.

The Goodman Corporation Progress Report is included in the Board materials for review.

c. Project update from SWA.

SWA Progress Report is included in the Board materials for review.

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.072, TEXAS GOVERNMENT CODE, TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS WITH REGARD TO THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY.

An Executive Session was not called.

ADJOURNMENT.

There being no further business to come before the Board, Chair Givens adjourned the meeting at 8:39 a.m.

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

AGENDA MEMORANDUM

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

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

Memorial City Redevelopment Authority / TIRZ 17

Cash Management Report

February 28, 2021

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, 2021

Summary

<u>Current Activity</u>	<u>General Operating Fund</u>	<u>Capital Projects Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Beginning Balance	6,797,628.54	14,692,853.09	1,036,354.85	22,526,836.48
Revenue	672,852.64	482.18	23.43	673,358.25
Expenditures	703,729.12	672,605.97	1,028,011.00	2,404,346.09
Ending Balance	6,766,752.06	14,020,729.30	8,367.28	20,795,848.64

NOTES:

Debt Service Payments due in Fiscal Year End 2021:

Date	Series	Principal	Interest	Total
9/1/2020	2016R	680,000.00	212,080.00	892,080.00
9/1/2020	2019	4,435,000.00	935,000.00	5,370,000.00
3/1/2021	2016R		203,886.00	203,886.00
3/1/2021	2019		824,125.00	824,125.00
			Total FYE 2021	7,290,091.00

February 28, 2021

General Operating Fund

BEGINNING BALANCE: **6,797,628.54**

REVENUE:

Checking Interest - Wells Fargo	22.52
Texpool Interest	224.15
Wells Fargo/TexSTAR (Surplus Funds) Interest	0.00
Transfer from 2019 CPF	672,605.97
Voided Check(s)	0.00

Total Revenue: **672,852.64**

DISBURSEMENTS:

Checks Presented At Last Meeting	703,657.82
Checks Written at/after Last Meeting	0.00
Bank Fee	71.30

Total Expenditures **703,729.12**

Ending Balance: **6,766,752.06**

Location of Assets:

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1600	6,998.66
TexPool	*0001	0.0500	6,759,318.43
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	0.0334	434.97
		Total	6,766,752.06

Memorial City Redevelopment Authority
Checks Presented
March 30, 2021

Num	Name	Description	Amount
3176	Allen Boone Humphries Robinson LLP	Legal Fee	-1,121.25
3177	Equi-Tax, Inc	Tax Assessor Fee	-261.00
3178	ETI Bookkeeping Services	Bookkeeping Fee	-1,030.00
3179	Hawes Hill & Associates	Professional Consultant Fee	-8,500.00
3180	The Goodman Corporation Inc	Engineer Fee	-550.00
3181	Allen Boone Humphries Robinson LLP	Legal Fee- Capital Projects	-275.00
3182	Gauge Engineering, LLC	Engineer Fee- Capital Projects	-47,355.20
3183	Reytec Construction Resources, Inc.	Briar Branch Channel- Capital Projects	-439,563.12
3184	SWA Group	Engineer Fee- Capital Projects	-1,463.70
Total			-500,119.27

Capital Projects Fund

BEGINNING BALANCE		14,692,853.09
REVENUE		
TexPool Interest	482.18	
Voided Check(s)	0.00	
Total Revenue		482.18
EXPENDITURES		
Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Transfer to Wells Fargo (GOF)	672,605.97	
Total Expenditures		672,605.97
ENDING BALANCE		14,020,729.30

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0005	0.0500	14,020,729.30
		Total	14,020,729.30

**Memorial City Redevelopment Authority
Bonds Series 2019
Use and Distribution**

Total 2019 Capital Projects Fund **32,367,772**

Construction Costs:

Project #	Project Name	
1717	Town & Country W. Drain/Mobility	3,088
1722	Town & Country Blv Signalizatn	1,984
1725	Parks & Green Space Improvements	9,100
1731A	Detention Basin & W-140 Bridge	3,932
1732A	N Gessner Drainage & Mobility	288,897
1734	W-140 Channel Improvements	4,437,995
1735A	Detention Basin A	38,428
1737	MetroNational - Detention / Roads	3,013,459
1738A	Memorial Dr Drain & Mobility 1	10,941,734
1741	W140 Detention Expansion	174,454

Total Less Construction Costs Paid To Date **18,913,071**

Total	13,454,701
Interest Earned	77,371
Total Bank Balance	13,532,072

Memorial City Redevelopment Authority
Bond Series 2019
\$42,950,709.37

Date	Check Num.	Payee	Reference	Expense Category	Payment Breakdown	Amount Paid	Balance
		Proceeds					42,950,709.37
12/20/2019	Wire	Assured Guaranty Municipal Corp	Policy 219833-N	Bond Insurance	208,878.93	323,823.92	42,626,885.45
			Policy 219833-R	Surety Policy	114,944.99		42,626,885.45
12/20/2019	Wire	Masterson Advisors LLC	Inv# 19-310	Financial Advisor		169,834.20	42,457,051.25
12/20/2019	Wire	Allen Boone Humphries Robinson LLP	MEM001-02	Bond Counsel		275,136.95	42,181,914.30
12/20/2019	Wire	Norton Rose Fulbright	Matter 1001092371	Disclosure Counsel		100,000.00	42,081,914.30
12/20/2019	Wire	Standard & Poor's Financial Services	Inv# 11381704	Bond Rating		31,500.00	42,050,414.30
12/20/2019	Wire	Public Finance Partners		Bond Expenses		2,500.00	42,047,914.30
12/20/2019	Wire	Orrick, Herrington & Sutcliffe LLP		Bond Expenses		1,775.00	42,046,139.30
12/20/2019	Wire	Attorney General Fee		Attorney General Fee		9,500.00	42,036,639.30
12/20/2019	Wire	Bank of New York Mellon		Paying Agent Fee		750.00	42,035,889.30
12/20/2019	Wire	Wells Fargo Bank		Redemption of Series 2011	4,383,252.99	9,668,116.99	32,367,772.31
				Redemption of Series 2011A	5,281,364.00		
				Trustee Admin Fee	2,500.00		
				Bond Call Fees	1,000.00		
1/28/2020	3044	Allen Boone Humphries Robinson LLP	Inv# 108391	1717 Town & Country W Drain		263.75	32,367,508.56
			Inv#108067	1738A Memorial Dr Drain & Mobility 1	330.00	3,481.25	32,364,027.31
				1735A Detention Basin A	525.00		
				1717 Town & Country W Drain	1,182.50		
				1722 Town & Country Blc Signalization	1,443.75		
1/28/2020	3045	Charter Title Company	Inv# 1038003895®	1717 Town & Country W Drain		819.00	32,363,208.31
1/28/2020	3048	Gauge Engineering, LLC	Proj#1007 Inv# 012	1735A Detention Basin A	7,445.00	164,586.00	32,198,622.31
			Proj#1005 Inv# 014	1734 W140 Channel Improvements	157,141.00		
1/28/2020	3050	Lockwood, Andrews & Newman, Inc.	Inv#120-11972-000-20	1738A Memorial Dr Drain & Mobility 1	902.16	21,191.49	32,177,430.82
			Inv#120-11972-000-19	1738A Memorial Dr Drain & Mobility 1	20,289.33		
1/28/2020	3051	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 13	1734 W140 Channel Improvements	272,373.55	561,384.45	31,616,046.37
			Proj#1005 Pay Est 14	1734 W140 Channel Improvements	289,010.90		
1/28/2020	3052	Sal Esparza Inc.	Inv# 1164	1731A Detention Basin & W-140 Bridge	1,310.80	3,277.00	31,612,769.37
			Inv# 1165	1731A Detention Basin & W-140 Bridge	1,310.80		
			Inv# 1166	1731A Detention Basin & W-140 Bridge	655.40		
1/28/2020	3053	SEI Commercial Landscape Management	Inv# 1172	1731A Detention Basin & W-140 Bridge		655.40	31,612,113.97
1/28/2020	3054	SWA Group	Inv# 179584	1738A Memorial Dr Drain & Mobility 1	19,967.48	28,881.23	31,583,232.74
			Inv# 179586	1732A N Gessner Drainage & Mobility	6,421.80		
			Inv# 179797	1732A N Gessner Drainage & Mobility	2,491.95		
1/28/2020	3055	The Goodman Corporation Inc.	Inv# 12-2019-8	1738A Memorial Dr Drain & Mobility 1	825.00	2,925.00	31,580,307.74
			Inv# 12-2019-9	1738A Memorial Dr Drain & Mobility 1	2,100.00		
2/25/2020	3058	Gauge Engineering, LLC	Proj#1005 Inv# 015	1734 W140 Channel Improvements	97,163.00	122,154.20	31,458,153.54
			Inv# 1149	1732A N Gessner Drainage & Mobility	24,991.20		
2/25/2020	3060	Lockwood, Andrews & Newman, Inc.	Inv#120-11972-000-21	1738A Memorial Dr Drain & Mobility 1		11,014.89	31,447,138.65
2/25/2020	3061	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 15	1734 W140 Channel Improvements		53,545.99	31,393,592.66

Memorial City Redevelopment Authority
Bond Series 2019
\$42,950,709.37

2/25/2020	3062	The Goodman Corporation Inc.	Inv# 1-2020-12	1738A Memorial Dr Drain & Mobility 1	1,500.00	4,650.00	31,388,942.66
			Inv# 1-2020-13	1738A Memorial Dr Drain & Mobility 1	3,150.00		
2/25/2020	3063	SWA Group	Inv# 180193	1732A N Gessner Drainage & Mobility		2,415.00	31,386,527.66
2/28/2020		TexStar		Interest Earned		14,968.56	31,401,496.22
3/26/2020	3069	Allen Boone Humphries Robinson LLP	Inv# 109456	1735A Detention Basin A		135.00	31,401,361.22
3/26/2020	3070	Gauge Engineering, LLC	Inv# 1164	1732A N Gessner Drainage & Mobility	10,188.90	79,449.37	31,321,911.85
			Proj#1005 Inv# 016	1734 W140 Channel Improvements	69,260.47		
3/26/2020	3071	Lockwood, Andrews & Newman, Inc.	Inv#120-11972-000-22	1738A Memorial Dr Drain & Mobility 1		21,418.81	31,300,493.04
3/26/2020	3072	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 16	1734 W140 Channel Improvements		299,505.45	31,000,987.59
3/26/2020	3073	SWA Group	Inv# 180164	1734 W140 Channel Improvements	1,715.00	7,460.25	30,993,527.34
			Inv# 180471	1732A N Gessner Drainage & Mobility	5,745.25		
3/4/2020		TexStar		Interest Earned		4,024.37	30,997,551.71
3/31/2020		TexPool		Interest Earned		22,692.86	31,020,244.57
4/28/2020	3078	Gauge Engineering, LLC	Inv# 1181	1732A N Gessner Drainage & Mobility	15,816.85	76,711.99	30,943,532.58
			Proj#1005 Inv# 017	1734 W140 Channel Improvements	60,895.14		
4/28/2020	3079	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 17	1734 W140 Channel Improvements		214,026.76	30,729,505.82
4/28/2020	3080	SWA Group	Inv# 180756	1732A N Gessner Drainage & Mobility		7,125.06	30,722,380.76
4/28/2020	WIRE	Metro National Corporation	Lipex Properties	1737 MetroNational - Detention / Road		3,013,459.49	27,708,921.27
4/30/2020		TexPool		Interest Earned		11,492.98	27,720,414.25
5/26/2020	3085	Gauge Engineering, LLC	Inv#013 Proj# 1007	1735A Detention Basin A	12,177.00	74,728.60	27,645,685.65
			Inv# 1193	1732A N Gessner Drainage & Mobility	19,186.92		
			Inv# 018 Proj# 1005	1734 W140 Channel Improvements	43,364.68		
5/26/2020	3086	Lockwood, Andrews & Newman, Inc.	Reimbursement Scope	1738A Memorial Dr Drain & Mobility 1	45,000.00	76,204.00	27,569,481.65
			Inv# 120-11972-000-23	1738A Memorial Dr Drain & Mobility 1	31,204.00		
5/26/2020	3087	Rapid Research, Inc.	Inv# 6305	1734 W140 Channel Improvements		214.50	27,569,267.15
5/26/2020	3088	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 18	1734 W140 Channel Improvements		86,683.90	27,482,583.25
5/26/2020	3089	SWA Group	Inv# 181078	1732A N Gessner Drainage & Mobility		8,370.54	27,474,212.71
5/26/2020	3090	The Goodman Corporation Inc.	Inv# 4-2020-25	1738A Memorial Dr Drain & Mobility 1		1,926.00	27,472,286.71
5/31/2020		TexPool		Interest Earned		6,303.57	27,478,590.28
6/30/2020	3096	Allen Boone Humphries Robinson LLP	Inv#111451	1734 W140 Channel Improvements	405.00	810.00	27,477,780.28
			Inv#111451	1735A Detention Basin A	405.00		
6/30/2020	3097	Gauge Engineering, LLC	Inv# 014 Proj# 1007	1735A Detention Basin A	5,000.00	81,632.04	27,396,148.24
			Inv# 1209	1732A N Gessner Drainage & Mobility	18,591.04		
			Inv# 019 Proj# 1005	1734 W140 Channel Improvements	58,041.00		
6/30/2020	3098	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 19	1734 W140 Channel Improvements		145,438.31	27,250,709.93
6/30/2020	3099	SWA Group	Inv# 181317	1738A Memorial Dr Drain & Mobility 1	19,196.80	25,895.68	27,224,814.25
			Inv# 181306	1734 W140 Channel Improvements	2,542.44		
			Inv# 181369	1732A N Gessner Drainage & Mobility	1,898.22		
			Inv# 181373	1732A N Gessner Drainage & Mobility	2,258.22		
6/30/2020	3100	VOID CHECK					
6/30/2020						4,570.51	27,229,384.76
7/7/2020	WIRE	Texas Department of Transportation	CSJ:0912-72-391	1738A Memorial Dr Drain & Mobility 1		10,682,908.81	16,546,475.95

Memorial City Redevelopment Authority
Bond Series 2019
\$42,950,709.37

7/28/2020	3111	Allen Boone Humphries Robinson LLP	Inv# 112636	1734 W140 Channel Improvements		540.00	16,545,935.95
7/28/2020	3112	Gauge Engineering, LLC	Inv# 015 Proj# 1007	1735A Detention Basin A	4,575.00	54,754.74	16,491,181.21
			Inv# 1221	1732A N Gessner Drainage & Mobility	15,749.40		
			Inv# 020 Proj# 1005	1734 W140 Channel Improvements	34,430.34		
7/28/2020	3113	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 20	1734 W140 Channel Improvements		29,146.00	16,462,035.21
7/28/2020	3114	SWA Group	Inv# 181788	1732A N Gessner Drainage & Mobility	5,142.86	8,130.01	16,453,905.20
			Inv# 181854	1738A Memorial Dr Drain & Mobility 1	2,987.15		
7/31/2020		TexPool		Interest Earned		2,920.71	16,456,825.91
8/25/2020	3120	Allen Boone Humphries Robinson LLP	Inv# 113336	1734 W140 Channel Improvements		135.00	16,456,690.91
8/25/2020	3121	Gauge Engineering, LLC	Inv# 1241 Proj# 1071	1741 W140 Detention Expansion	8,868.60	73,753.70	16,382,937.21
			Inv# 016 Proj# 1007	1735A Detention Basin A	2,900.00		
			Inv# 1240 Proj# 1041	1732A N Gessner Drainage & Mobility	23,656.60		
			Inv# 021 Proj# 1005	1734 W140 Channel Improvements	38,325.50		
8/25/2020	3122	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 21	1734 W140 Channel Improvements		310,175.23	16,072,761.98
8/25/2020	3123	SWA Group	Inv# 182144	1732A N Gessner Drainage & Mobility	3,605.00	6,055.00	16,066,706.98
			Inv# 182145	1738A Memorial Dr Drain & Mobility 1	2,450.00		
8/25/2020	3124	SWA Group	Inv# 182151	1725 Parks & Green Space Improvements		9,100.00	16,057,606.98
8/31/2020		TexPool		Interest Earned		2,447.66	16,060,054.64
9/29/2020	3131	Gauge Engineering, LLC	Inv# 1263 Proj# 1041	1732A N Gessner Drainage & Mobility	17,993.60	80,147.96	15,979,906.68
			Inv# 022 Proj# 1005	1734 W140 Channel Improvements	42,495.26		
			Inv# 017 Proj# 1007	1735A Detention Basin A	3,400.00		
			Inv# 1264 Proj# 1071	1741 W140 Detention Expansion	16,259.10		
9/29/2020	3132	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 22	1734 W140 Channel Improvements		297,772.83	15,682,133.85
9/29/2020	3133	SWA Group	Inv# 182451	1732A N Gessner Drainage & Mobility	2,695.00	4,659.04	15,677,474.81
			Inv# 182440	1734 W140 Channel Improvements	1,964.04		
0930/2020		TexPool		Interest Earned		1,935.23	15,679,410.04
10/27/2020	3142	Allen Boone Humphries Robinson LLP	Inv# 114096	1734 W140 Channel Improvements		135.00	15,679,275.04
10/27/2020	3143	Gauge Engineering, LLC	Inv# 1280 Proj# 1070	1738A Memorial Dr Drain & Mobility 1	23,187.00	139,560.47	15,539,714.57
			Inv# 023 Proj# 1005	1734 W140 Channel Improvements	31,827.16		
			Inv# 1264 Proj# 1041	1732A N Gessner Drainage & Mobility	28,121.96		
			Inv# 018 Proj# 1007	1735A Detention Basin A	1,728.20		
			Inv# 1281 Proj# 1071	1741 W140 Detention Expansion	54,696.15		
10/27/2020	3144	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 23	1734 W140 Channel Improvements		15,727.69	15,523,986.88
10/27/2020	3145	SWA Group	Inv# 182686	1732A N Gessner Drainage & Mobility	3,205.30	14,017.59	15,509,969.29
			Inv# 182687	1738A Memorial Dr Drain & Mobility 1	2,280.81		
			Inv# 182709	1734 W140 Channel Improvements	8,531.48		
10/31/2020		TexPool		Interest Earned		1,771.19	15,511,740.48
11/30/2020		TexPool		Interest Earned		1,569.46	15,513,309.94
12/8/2020	3152	Allen Boone Humphries Robinson LLP	Inv# 115229	1732A N Gessner Drainage & Mobility	540.00	675.00	15,512,634.94
				1722 Town & Country Blv Signalizatn	135.00		
12/8/2020	3153	Gauge Engineering, LLC	Inv# 1312 Proj# 1071	1741 W140 Detention Expansion	37,691.55	136,625.16	15,376,009.78
			Inv# 1312 Proj# 1070	1738A Memorial Dr Drain & Mobility 1	15,125.62		

Memorial City Redevelopment Authority
Bond Series 2019
\$42,950,709.37

			Inv# 024 Proj# 1005	1734 W140 Channel Improvements	56,648.15		
			Inv# 1311 Proj# 1041	1732A N Gessner Drainage & Mobility	27,159.84		
12/8/2020	3154	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 24	1734 W140 Channel Improvements		149,276.60	15,226,733.18
12/8/2020	3155	SWA Group	Inv# 183082	1732A N Gessner Drainage & Mobility	2,948.22	8,852.34	15,217,880.84
			Inv# 183083	1738A Memorial Dr Drain & Mobility 1	2,795.40		
			Inv# 183093	1734 W140 Channel Improvements	3,108.72		
12/31/2020		TexPool		Interest Earned		1,177.23	15,219,058.07
1/26/2021	3163	Allen Boone Humphries Robinson LLP	Inv# 116145	1738A Memorial Dr Drain & Mobility 1	945.00	1,485.00	15,217,573.07
				1722 Town & Country Biv Signalizatr	405.00		
			Inv# 116797	1717 Town & Country W Drain	135.00		
1/26/2021	3164	Gauge Engineering, LLC	Inv# 25-(1361)	1734 W140 Channel Improvements	56,093.80	118,586.24	15,098,986.83
			Inv# 1357	1741 W140 Detention Expansion	41,797.60		
			Inv# 1355	1732A N Gessner Drainage & Mobility	6,747.60		
			Inv# 1356	1738A Memorial Dr Drain & Mobility 1	13,947.24		
1/26/2021	3165	Reytec Construction Resources, Inc.	Proj#1005 Pay Est 25	1734 W140 Channel Improvements	96,862.72	400,179.93	14,698,806.90
			Proj#1005 Pay Est 26	1734 W140 Channel Improvements	303,317.21		
1/26/2021	3166	SWA Group	Inv# 183361	1732A N Gessner Drainage & Mobility	1,785.00	6,968.95	14,691,837.95
			Inv# 183362	1738A Memorial Dr Drain & Mobility 1	2,322.25		
			Inv# 183386	1734 W140 Channel Improvements	936.70		
			Inv# 183699	1732A N Gessner Drainage & Mobility	1,925.00		
1/31/2021		TexPool		Interest Earned		1,015.14	14,692,853.09
2/23/2021	3172	Allen Boone Humphries Robinson LLP	Inv# 117438	1717 Town & Country W Drain	550.00	550.00	14,692,303.09
2/23/2021	3173	Gauge Engineering, LLC	Inv# 1389	1732A N Gessner Drainage & Mobility	13,909.29	52,483.14	14,639,819.95
			Inv# 1390	1738A Memorial Dr Drain & Mobility 1	3,478.05		
			Inv# 1391	1741 W140 Detention Expansion	10,346.70		
			Inv# 26-(1388)	1734 W140 Channel Improvements	24,749.10		
2/23/2021	3174	Reytec Construction Resources, Inc.	Proj# 1005 Pay Est 27	1734 W140 Channel Improvements	259,213.42	616,142.83	14,023,677.12
			Proj# 1005 Pay Est 27A	1734 W140 Channel Improvements	356,929.41		
2/23/2021	3175	SWA Group	Inv# 184020	1738A Memorial Dr Drain & Mobility 1	3,430.00	3,430.00	14,020,247.12
2/28/2021		TexPool		Interest Earned		482.18	14,020,729.30
3/30/2021		Allen Boone Humphries Robinson LLP	Inv# 118269	1717 Town & Country W Drain	137.50	275.00	14,020,454.30
3/30/2021			Inv# 118269	1735A Detention Basin A	137.50		
3/30/2021		Gauge Engineering, LLC	Inv# 1414	1732A N Gessner Drainage & Mobility	6,747.60	47,355.20	13,973,099.10
3/30/2021			Inv# 1415	1738A Memorial Dr Drain & Mobility 1	7,052.50		
3/30/2021			Inv# 1416	1741 W140 Detention Expansion	4,794.30		
3/30/2021			Inv# 27-(1417)	1734 W140 Channel Improvements	28,760.80		
3/30/2021		Reytec Construction Resources, Inc.	Proj# 1005 Pay Est 28	1734 W140 Channel Improvements	169,194.57	439,563.12	13,533,535.98
			Proj# 1005 Pay Est 28A	1734 W140 Channel Improvements	270,368.55		
3/30/2021		SWA Group	Inv# 184419	1732A N Gessner Drainage & Mobility	1,463.70	1,463.70	13,532,072.28

Debt Service Fund

BEGINNING BALANCE		1,036,354.85
 REVENUE		
TexPool DSF Interest	0.24	
Wells Fargo/TexSTAR (2008 DSF) Interest	23.11	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.08	
 Total Revenue		 23.43
 EXPENDITURES		
Debt Service Interest Payment	0.00	
Debt Service Principal Payment	1,028,011.00	
Trustee Fee	0.00	
 Total Expenditures		 1,028,011.00
 ENDING BALANCE		 8,367.28

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0334	915.21
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0334	4,180.17
TexPool	*0004	0.0500	3,271.90
		Total	8,367.28

Memorial City Redevelopment Authority
Investment Report
February 28, 2021

SCHEDULE OF INVESTMENTS

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance			Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.	Book			Market	N.A.V.	Book
GOF	TexPool	0.0500	6,880,194.94	1.00016	6,879,094.28	224.15	(120,000.00)	6,760,332.33	1.00015	6,759,318.43
DSF	TexPool	0.0500	8,272.98	1.00016	8,271.66	0.24	(5,000.00)	3,272.39	1.00015	3,271.90
GOF	Wells Fargo/ TexStar	0.0334	435.04	1.000159	434.97	0.00	0.00	435.04	1.000151	434.97
DSF	Wells Fargo/ TexStar DSF	0.0334	1,024,065.90	1.000159	1,023,903.10	23.11	(1,023,011.00)	915.35	1.000151	915.21
DSF	Wells Fargo/ TexStar PI Rev	0.0334	4,180.75	1.000159	4,180.09	0.08	(0.00)	4,180.80	1.000151	4,180.17
CPF	TexPool CPF	0.0500	14,695,203.95	1.00016	14,692,853.09	0.00	(672,123.79)	14,022,832.41	1.00015	14,020,729.30

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Wells Fargo	0.16	6/8/2015	8,099.29	22.52	(1,123.15)	6,998.66

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	6,998.66	FDIC	350,960	FDIC	333,765	350,960

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	10/14/2020

Memorial City Redevelopment Authority
Profit & Loss Budget vs. Actual
February 2021

	February			Year to Date (8 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Income							
6001 · City Tax Revenue	0	0	0	16,021,318	17,655,053	-1,633,735	17,655,053
8223 · Interest Income	752	33,333	-32,581	22,799	266,667	-243,868	400,000
8930 · Bond Proceeds	0	0	0	0	38,905,000	-38,905,000	38,905,000
Total 1000 · Income	752	33,333	-32,581	16,044,117	56,826,720	-40,782,603	56,960,053
6-4350 · Grants	0	0	0	0	2,959,000	-2,959,000	2,959,000
Total Income	752	33,333	-32,581	16,044,117	59,785,720	-43,741,603	59,919,053
Expense							
3335 · Management Consulting Services							
6320 · Legal	1,121	4,167	-3,046	12,381	33,333	-20,952	50,000
6322 · Eng Consultant/General Prof.Svc	550	5,000	-4,450	101,105	40,000	61,105	60,000
6337 · Construction Audit	0	0	0	5,800	5,000	800	5,000
Total 3335 · Management Consulting Services	1,671	9,167	-7,496	119,286	78,333	40,953	115,000
5650 · Transfers							
6420 · COH Administration Fee	0	0	0	0	0	0	882,753
6430 · Municipal Services	0	0	0	0	0	0	2,256,619
Total 5650 · Transfers	0	0	0	0	0	0	3,139,372
5706 · Debt Service							
5707 · Principal	0	0	0	5,115,000	5,115,000	0	5,115,000
5708 · Interest	1,028,011	1,087,540	-59,529	2,175,091	2,175,091	0	2,175,091
Total 5706 · Debt Service	1,028,011	1,087,540	-59,529	7,290,091	7,290,091	0	7,290,091
6-6300 · Maintenance & Operations							
6300 · Administration & Overhead							
6359 · Bank Fees	71	0	71	393	0	393	0
6321 · Auditor	0	0	0	22,250	21,500	750	21,500
6333 · Bookkeeping/Accounting	1,161	1,250	-89	10,915	10,000	915	15,000
6340 · Administration Salaries/Benefit	8,500	8,500	0	68,000	68,000	0	102,000
6344 · Bond Svcs/Trustee/FA	0	625	-625	6,600	5,000	1,600	7,500
6353 · Insurance	0	0	0	963	1,000	-37	1,000
Total 6300 · Administration & Overhead	9,732	10,375	-643	109,121	105,500	3,621	147,000
7000 · Capital Expenditure							
1741 · W140 Detention Expansion	4,794	38,250	-33,456	174,454	306,000	-131,546	459,000
1717 · Town & Country W. Drain/Mobil	138	0	138	823	0	823	0
1722 · Town & Country Blv Signalizatn	0	0	0	540	0	540	0
1725 · Parks & Green Space Improv.	0	10,417	-10,417	9,100	83,333	-74,233	125,000
1732A · N Gessner Drainage & Mobility	8,211	19,667	-11,456	142,504	157,333	-14,829	236,000
1734 · W140 Channel Improvements	468,324	322,458	145,866	2,522,552	2,579,663	-57,111	3,869,495
1735A · Detention Basin A	138	416,667	-416,529	8,166	3,333,333	-3,325,167	5,000,000
1737 · MetroNational - Detention/Roads	0	0	0	0	3,013,459	-3,013,459	3,013,459
1738A · Memorial Dr Drain & Mobility 1	7,053	41,667	-34,614	77,014	333,333	-256,319	500,000
1738B · Memorial Dr Drain & Mobility 2	0	4,167	-4,167	0	33,333	-33,333	50,000
1799 · Concrete Panel Replace Program	0	5,000	-5,000	0	40,000	-40,000	60,000
Total 7000 · Capital Expenditure	488,658	858,293	-369,635	2,935,153	9,879,787	-6,944,634	13,312,954
Total Expense	1,528,072	1,965,375	-437,303	10,453,651	17,353,711	-6,900,060	24,004,417
Net Income	-1,527,320	-1,932,042	404,722	5,590,466	42,432,009	-36,841,543	35,914,636

003176

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

March 24, 2021

MEMORIAL CITY REDEVELOPMENT AUTHORITY

General

Client/Matter: MEM001-01
Statement Number: 118268
Billing Attorney: Jessica Biddle Holoubek

REMITTANCE PAGE

Fees for services posted through March 12, 2021	1,121.25
Expenses and Other Items posted through March 12, 2021	0.00
Total Amount Due:	\$1,121.25

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 No. 6320
3/24/2021

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

March 24, 2021

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Jennifer Landreville
Equi-Tax, Inc.
P.O. Box 73109
Houston, TX 77273

Client/Matter: MEM001-01
Statement Number: 118268
Billing Attorney: Jessica Biddle
Holoubek

General

Professional Fees

Fees for services posted through March 12, 2021, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
General			
02/15/21	Allison Mayer	Review, sort, and add documents into district records in accordance with Records Management Act	0.50
02/15/21	Carnell Emanuel	Review and discuss developer financing agreement and related records	0.25
02/23/21	Jessica Biddle Holoubek	Attend Board of Directors meeting and follow up regarding the same	1.00
02/24/21	Meagan Guilmenot	File disclosure statement with governmental agency; update records	0.25
03/05/21	Carnell Emanuel	Update Authority records; review and discuss district correspondence	0.25
03/09/21	Carnell Emanuel	Update records relating to Amendment to Financing Agreement	0.25
03/11/21	Annalicia Moreno	Receive, review, and code Reytec Construction Services landscaping management agreement for Agreements intake processing	0.25
03/11/21	Mai Lynn Womack	Correspondence with attorney regarding annexation; update pending file	0.25
03/12/21	Carnell Emanuel	Review developer reimbursement report; prepare draft reimbursement receipt	0.50
<i>Total Task Hours:</i>			3.50
<i>Total Task Amount:</i>			\$1,121.25
Total Fees:			\$1,121.25

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
General	3.50	1,121.25

Total Fees:	\$	1,121.25
Total Expenses and Other Items:	\$	0.00
Total Amount Due:	\$	1,121.25

003177

Equi-Tax Inc.

Invoice

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

DATE	INVOICE #
2/1/2021	56699

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

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract Based on 435 items on the tax roll as of January 2021, at \$0.30 per item	130.50
<p>Invoice emailed to: Jennifer Landreville at jl@equitaxinc.com Angela Cunningham at angela@equitaxinc.com Scott Bean at sbean@haweshill.com Linda Clayton at lclayton@haweshill.com</p>	

Total	\$130.50
--------------	----------



Code No. 6333
03/16/2021

Equi-Tax Inc.

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

Invoice

DATE	INVOICE #
3/1/2021	56712

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

DESCRIPTION	AMOUNT
Monthly Consultant Services fee per Contract Based on 435 items on the tax roll as of January 2021, at \$0.30 per item	130.50

Invoice emailed to:
Jennifer Landreville at jl@equitaxinc.com
Angela Cunningham at angela@equitaxinc.com
Scott Bean at sbean@haweshill.com
Linda Clayton at lclayton@haweshill.com

Total	\$130.50
--------------	-----------------



Code No. 6333
03/16/2021

003178

ETI Bookkeeping Services

PO BOX 73109
Houston, TX 77273

Invoice

Date	Invoice #
3/1/2021	9062

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

Description	Qty	Rate	Amount
Bookkeeping		1,030.00	1,030.00

Total	\$1,030.00
Payments/Credits	\$0.00
Balance Due	\$1,030.00



Code No. 6333
03/16/2021

003179

Invoice

HAWES HILL & ASSOCIATES
LLP



Invoice #: 04306585
Date: 3/22/2021

Bill To:

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

Description	Amount
Professional Consulting and Administration Fee, March 2021	\$8,500.00



Code No. 6340
3/23/2021

Your Order #:
Shipping Date:
Terms: C.O.D.

Freight: \$0.00
Sales Tax: \$0.00
Total Amount: \$8,500.00
Amount Applied: \$0.00
Balance Due: \$8,500.00

003180

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

Invoice

Bill To
TIRZ 17 Memorial City Redevelopment Autho c/o Hawes Hill & Associates LLP P.O. Box 22167 Houston, TX 77227-2167

Date	Invoice #
2/28/2021	2-2021-25

Terms	Project
	MCT107

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Continued Funding Pursuit and Interagency Coordination	55,000.00	50%	1.00%	550.00

Total	\$550.00
Balance Due	\$550.00

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



Code No. 6322
03/16/2021

003181

ALLEN BOONE HUMPHRIES ROBINSON LLP

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

March 24, 2021

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Projects

Client/Matter: MEM001-03
Statement Number: 118269
Billing Attorney: Jessica Biddle Holoubek

REMITTANCE PAGE

Fees for services posted through March 12, 2021	275.00
Expenses and Other Items posted through March 12, 2021	0.00
Total Amount Due:	\$275.00

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

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

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



Code: Various See Detail
3/24/2021

ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

March 24, 2021

MEMORIAL CITY REDEVELOPMENT AUTHORITY

Ms. Jennifer Landreville
Equi-Tax, Inc.
P.O. Box 73109
Houston, TX 77273

Client/Matter: MEM001-03
Statement Number: 118269
Billing Attorney: Jessica Biddle
Holoubek

Projects

Professional Fees

Fees for services posted through March 12, 2021, as follows:

<u>Date</u>	<u>Professional</u>	<u>Hours</u>
<u>SBMSA detention</u>		
03/05/21	Jessica Biddle Holoubek Discuss Interlocal Development Agreement with Scott Bean	0.25
		<i>Total Task Hours:</i> 0.25
		<i>Total Task Amount:</i> \$137.50
<u>Town & Country W. Drain/Mobil - 1717</u>		
02/09/21	Jessica Biddle Holoubek Discuss developer reimbursement with Scott Bean	0.25
		<i>Total Task Hours:</i> 0.25
		<i>Total Task Amount:</i> \$137.50
		Total Fees: \$275.00

TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
SBMSA detention	0.25	137.50 - Code No. 1735
Town & Country W. Drain/Mobil - 1717	0.25	137.50 - Code No. 1717

Total Fees:	\$	275.00
Total Expenses and Other Items:	\$	0.00
Total Amount Due:	\$	275.00

003182

Gauge Engineering
3200 Wilcrest Dr. Suite 220
Houston, TX 77042



Memorial City Redevelopment Authority/TIRZ 17
9610 Long Point Rd, Suite 150
Houston, TX 77055

Invoice number 1414
Date 03/22/2021

Project 1041 N. GESSNER ROAD - CPS

Professional Services Provided Through March 19, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services	224,920.00	99.00	215,923.20	222,670.80	2,249.20	6,747.60
Expenses	1,500.00	80.00	1,200.00	1,200.00	300.00	0.00
Water Meter Vault	5,000.00	100.00	5,000.00	5,000.00	0.00	0.00
Total	231,420.00	98.90	222,123.20	228,870.80	2,549.20	6,747.60

Invoice total **6,747.60**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1414	03/22/2021	6,747.60	6,747.60				
	Total	6,747.60	6,747.60	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please make checks payable to:
Gauge Engineering, LLC
3200 Wilcrest Dr. Suite 220
Houston, TX 77042

Please send ACH/Wire payments to:
Frost Bank
Routing No.: 114000093
Account No.: 560048747



Code No. 1732A
3/23/2021

Gauge Engineering
 3200 Wilcrest Dr. Suite 220
 Houston, TX 77042



Memorial City Redevelopment Authority/TIRZ 17
 9610 Long Point Rd, Suite 150
 Houston, TX 77055

Invoice number 1415
 Date 03/22/2021

Project 1070 MEMORIAL DRIVE -
 CONSTRUCTION PHASE SERVICES

Professional Services Provided Through March 19, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services	231,870.00	23.33	47,533.35	54,085.85	177,784.15	6,552.50
Expenses	2,000.00	7.44	148.76	148.76	1,851.24	0.00
Traffic Signal CPS	15,279.00	20.00	3,055.80	3,055.80	12,223.20	0.00
Structural Eng CPS	10,000.00	55.00	5,000.00	5,500.00	4,500.00	500.00
Total	259,149.00	24.23	55,737.91	62,790.41	196,358.59	7,052.50

Invoice total 7,052.50

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1415	03/22/2021	7,052.50	7,052.50				
	Total	7,052.50	7,052.50	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please make checks payable to:
 Gauge Engineering, LLC
 3200 Wilcrest Dr. Suite 220
 Houston, TX 77042

Please send ACH/Wire payments to:
 Frost Bank
 Routing No.: 114000093
 Account No.: 560048747



Code No. 1738A
 3/23/2021

Gauge Engineering
 3200 Wilcrest Dr. Suite 220
 Houston, TX 77042



Memorial City Redevelopment Authority/TIRZ 17
 9610 Long Point Rd, Suite 150
 Houston, TX 77055

Invoice number 1416
 Date 03/22/2021

Project 1071 W140 DETENTION BASIN
 EXPANSION

Professional Services Provided Through March 19, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Preliminary Engineering	147,810.00	100.00	143,375.70	147,810.00	0.00	4,434.30
Geotechnical Services - Geotest	26,284.00	100.00	26,284.00	26,284.00	0.00	0.00
Expenses	360.00	100.00	0.00	360.00	0.00	360.00
Total	174,454.00	100.00	169,659.70	174,454.00	0.00	4,794.30

Invoice total 4,794.30

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1416	03/22/2021	4,794.30	4,794.30				
	Total	4,794.30	4,794.30	0.00	0.00	0.00	0.00

I certify the above to be true and correct

Muhammad Ali, PE

Please make checks payable to:
 Gauge Engineering, LLC
 3200 Wilcrest Dr. Suite 220
 Houston, TX 77042

Please send ACH/Wire payments to:
 Frost Bank
 Routing No.: 114000093
 Account No.: 560048747



Code No. 1741
 3/23/2021



Please make checks payable to:
 Gauge Engineering, LLC
 3200 Wilcrest Drive, Suite 220
 Houston, TX 77042

Please send ACH/Wire payments to:
 Amegy Bank
 Routing No.: 113011258
 Account No.: 5797315123

3/22/2021

Scott Bean - Executive Director
 Memorial City Redevelopment Authority/TIRZ 17
 9610 Long Point Road, Suite 150
 Houston, TX 77055

Project Name: W140 Channel Improvements Construction (T-1734 T-1734B)
Project No. 1005
Professional Services: from February 13, 2021 to March 19, 2021
Contract Type: Lump Sum
Invoice Number: 27 - (1417)


Task Name	Contract Amount	Percent Complete	Remaining Contract Amount	Total Invoiced to Date	Previously Invoiced	Current Payment Due
Construction Mgmt & Inspection	\$725,500.0	100.00%	\$0.00	\$725,500	\$725,500	\$0.00
Construction Phase Services	\$217,900.0	98.63%	\$2,986	\$214,914	\$205,957	\$8,956.80
Materials Testing-Aviles/Inspection-Gauge	\$488,000.0	97.52%	\$12,080	\$475,920	\$472,670	\$3,250.00
Add Services						
Straw Extension Eval & Design / CM&I	\$95,235.0	35.38%	\$61,539	\$33,696	\$17,142	\$16,554
Access Road Design	\$83,000.0	100.00%	\$0	\$83,000	\$83,000	\$0

Total This Invoice: \$28,760.80

Billings to Date:

	Current	Prior	Total
Construction Mgmt & Inspection	\$0.00	\$725,500	\$725,500
Construction Phase Services	\$8,956.80	\$205,957	\$214,914
Materials Testing-Aviles/Inspection-Gauge	\$3,250.00	\$472,670	\$475,920
Add Services			
Straw Extension Eval & Design / CM&I	\$16,554	\$17,142	\$33,696
Access Road Design	\$0	\$83,000	\$83,000

I certify the above to be true and correct



Muhammad Ali - PE



Code No. 1734
 3/23/2021



March 18, 2021

Scott Bean
Memorial City Redevelopment Authority/TIRZ 17
9610 Long Point, Suite 150
Houston, Texas 77055

Reference: Briar Branch (W140-01-00) Channel and Straws Improvements Reconstruction and Drainage Improvements
Gauge Project No.: 1005
WBS No. N-T17000-0018-3 (T-1734 & T-1734B)
Reytec Construction Resources, Inc. Payment No. 28 & 28A

Dear Mr. Bean:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 28 in the amount of \$169,194.57 & estimate No. 28A in the amount of 270,368.55 (1.5% retainage release) for construction services rendered through February 28, 2021. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$439,563.12** to Reytec.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

A handwritten signature in black ink, appearing to be "MA", written over a white background.

Muhammad Ali, P.E.
Project Manager

Enclosures: Reytec Pay Est. No. 28 & 28A



Code No. 1734
3/23/2021

Estimate No. 28 & 28A
 Cut off Date 02/28/21
 Estimate Date 03/17/21

Memorial City Redevelopment Authority/TIRZ 17
 Estimate and Certificate for Payment Unit Price Work



Project Name : Briar Branch (W140-01-00) Channel and Straws Improvements Reconstruction and Drainage
 Contractor Name : Reytec Construction Resources, Inc.
 Address : 191 Hollister St., Houston, Texas 77080

WBS No. N-T17000-0018-3 (T-1734 & T-1734B)

Contract Date : 11/31/2018
 Start Date : 12/17/2018
 Current Contract Completion Date : 4/1/2021
 Substantial Completion Date :
 Percentage By Time : 96.17% In Place : 94.76%
 Date Insurance Exp. : 10/16/2020 Drug Policy Due Date: N/A Current M/SBE : 17.86%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 714
 Approved Extensions : 101
 Total Contract Time : 836
 Days Used to Date : 804
 Days Remaining to Date : 32
 Schedule Update : 11/20/2020

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
- 2- Approved Change Orders

\$18,794,957.00

No.	Date	Ext.Days	Amount
1		21	\$225,362.50

Total Approved Extensions 21

Total Change Orders to Date

\$225,362.50

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$19,020,319.50

A. EARNINGS TO DATE

1- Work Completed to Date	94.76% Complete	Current Month Billing	\$178,099.54
2- Material Stored on Site	\$0.00		\$18,024,570.07
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 **\$18,024,570.07**

B. DEDUCTIONS

1- Retainage	5%	Of	\$18,024,570.07	\$901,228.50
2- Retainage Released	2%	Of	\$17,846,470.53	\$(356,929.41)
Retainage Release	1.5%	Of	\$18,024,570.07	\$(270,368.55)
3- Total Retainage				\$273,930.54
4- Liquidated Damages	0.00	Days @	\$5,000.00	\$0.00
5- Assessments				\$0.00
6- Inspector Overtime Costs				\$0.00

TOTAL DEDUCTIONS **\$273,930.54**

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date	\$18,024,570.07
2- Total Deductions	\$273,930.54
3- Total Payments Due	\$17,750,639.53
4- Less Previous Payments	\$17,311,076.41
5- Restoration Adjustment	\$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE **\$439,563.12**

BALANCE REMAINING **\$995,749.43**

Prepared By Karam Qaddo 3/17/2021
 Karam Qaddo, P.E. Date

Reviewed By Muhammad Ali 3/18/2021
 Muhammad Ali, P.E. Date

Approved By: Scott Bean TIRZ17 Executive Director Date

Reytec Construction Resources, Inc.

1901 Hollister
Houston, Texas 77080
Office 713.957.4003
Fax 713.681.0077

Briar Branch Channel & Straws Improvements Project Pay Application

March 15, 2021

Mr. Muhammad Ali
Gauge Engineering
3200 Wilcrest Drive, Suite 220
Houston, TX 77042

Re: Memorial City Redevelopment Authority
Briar Branch (W140-01-00) Channel and Straws
Improvements Project
WBS No. N-T17000-0018-3

Dear Muhammad,

Please see attached for pay application 028, for February
2021, Briar Branch (W140-01-00) Channel and Straws
Improvements.

Thanks,



Keegan Droxler
Project Manager
Reytec Construction Resources
832-844-8322
kdroxler@reytec.net

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): **Memorial City Redevelopment Authority** PROJECT: **Briar Branch (W140-01-00) Channel and Straws Improvements**

APPLICATION NO: 028

PERIOD TO: 2/1/2021
2/28/2021

FROM (CONTRACTOR):
Reytec Construction
1901 Hollister Rd.
Houston, Texas 77080
Ph. 713-957-4003; Fax 713-681-0077

PROJECT NO: WBS No. N-T17000-0018-3
TIRZ 17 CIP No. T-1734 & T-1734B

CONTRACTOR'S APPLICATION FOR

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner		TOTAL		
Approved this Month				
Number	Date			
TOTALS \$		-		
Net change by Change Orders				

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$ 18,794,957.00
2. Net change by Change Order.....	\$ 225,362.50
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 19,020,319.50
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 18,024,570.07
5. RETAINAGE:	
a. <u>5</u> % of Completed Work	\$ 901,228.50
b. _____ % of Stored Material	_____
c. <u>2</u> % Released Retainage	\$ 356,929.41
Total Retainage Remaining (Line 5a + 5b - 5c or	\$ 544,299.09
6. TOTAL EARNED LESS RETAINAGE.....	\$ 17,480,270.98
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 17,311,076.41
8. CURRENT PAYMENT DUE.....	\$ 169,194.57
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,540,048.52
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current Payment shown herein is now due.

INSPECTOR:
By: _____ Date: _____

CONTRACTOR:
By: [Signature] Date: 3/13/2021

State of: Texas County of: HARRIS
Subscribed and sworn to before me this 15th day of MARCH 2021
Notary Public: [Signature]
My Commission expires: 9/28/22



ARCHITECT'S CERTIFICATE FOR

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 169,194.57
(Attach explanation if amount certified differs from the amount applied for)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Briar Branch Channel & Straws Improvements

Outline Agreement No.: _____ WBS No.: N-T17000-0018-3

Contractor's Company Name: Reytec Construction Resources

Address: 1901 Hollister St. Houston, Texas 77080

CERTIFICATION

Andrew Landry, 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)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/15/2021
Date

Notary Public in and for the State of Texas

My Commission Expires: _____
Expiration Date

Print or Type Name of Notary Public

Memorial City Redevelopment Authority/TIRZ 17 Affidavits of Payment and Unconditional Waivers of Liens

Reytec Construction Resources, Inc has been paid and has received a progress payment in the sum of \$259,213.42 for services, equipment or material furnished to Memorial City Development Authority/TIRZ 17 for the Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the Memorial City Redevelopment Authority/TIRZ 17 through January 31, 2021 only, and does not cover any retention if any labor, services, equipment or materials furnished after that date. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof.

[Signature]
(Signature of Contractor's Representative)

Andrew Landry
(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/15/2021
Date



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

My Commission Expires: 9/28/22
Expiration Date

Terri Hardin
Print or Type Name of Notary Public

**Affidavits of Payment and
Unconditional Waivers of Liens**

Memorial City Redevelopment Authority/TIRZ 17

Reytec Construction Resources, Inc has been paid and has received a 2% retainage payment in the sum of \$356,929.41 for substantial completion on the, Memorial City Development Authority/TIRZ 17, Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release only covers 2% of the retainage payment on the Memorial City Redevelopment Authority/TIRZ 17 through February 11, 2021. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof.



(Signature of Contractor's Representative)

Andrew Landry


(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/15/2021

Date




Notary Public in and for the State of Texas

My Commission Expires:

9/28/22
Expiration Date

Terri Hardin

Print or Type Name of Notary Public

WBS No. N-T17000-0015-3
 TRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Todays Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No.: 028
Rain Days This Month: 4

Item	Item Description	UOM	Est Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
General Items											
1.0	Mobilization	LS	1	\$600,000.00	\$600,000.00	1.00		1.00	\$	\$ 600,000.00	100%
2.0	Portable Changeable Message Sign	Day	176	\$90.00	\$15,840.00	60.00		60.00	\$	\$ 5,400.00	34%
3.0	Removable and Salvage Existing Sign	EA	11	\$50.00	\$550.00	11.00		11.00	\$	\$ 550.00	100%
3.1	Project ID Sign	EA	1	\$650.00	\$650.00	1.00		1.00	\$	\$ 650.00	100%
3.2	Placement of Permanent Signs	EA	25	\$310.00	\$7,750.00	0.00		0.00	\$	\$ -	0%
3.3	Remove Existing Pavement Markings	EA	4	\$150.00	\$600.00	0.00		0.00	\$	\$ -	0%
4.0	Traffic Control and Regulation	EA	4	\$17,500.00	\$70,000.00	4.00		4.00	\$	\$ 70,000.00	100%
5.0	Install PreCast Concrete Traffic Barrier	LF	500	\$32.00	\$16,000.00	250.00		250.00	\$	\$ 8,000.00	50%
6.0	Relocate PreCast Concrete Traffic Barrier	LF	2000	\$8.00	\$24,000.00	250.00		250.00	\$	\$ 2,000.00	8%
7.0	Remove Pre-Cast Concrete Traffic Barrier	LF	500	\$12.00	\$6,000.00	250.00		250.00	\$	\$ 3,000.00	50%
7.1	Remove and Replace Speed Cushions	LS	2	\$4,500.00	\$9,000.00	2.00		2.00	\$	\$ 9,000.00	100%
8.0	Flagmen	EA	4	\$12,500.00	\$50,000.00	4.00		4.00	\$	\$ 50,000.00	100%
9.0	Tree and Plant Protection	EA	4	\$20,000.00	\$80,000.00	4.00		4.00	\$	\$ 80,000.00	100%
10.0	Inlet Protection Barrier (State I & II)	EA	92	\$60.00	\$5,520.00	90.00		90.00	\$	\$ 5,400.00	98%
11.0	Reinforced Filter Fabric Barrier	EA	12000	\$1.50	\$18,000.00	10620.00		10620.00	\$	\$ 15,930.00	89%
12.0	Stabilized Construction Exit	SY	144	\$40.00	\$5,760.00	123.00		123.00	\$	\$ 4,920.00	85%
13.0	Rock Filter Dams-Type 3	LF	35	\$55.00	\$1,925.00	8.00		8.00	\$	\$ 440.00	23%
14.0	Groundwater Control for Open-Cut Construction	LF	8727	\$1.00	\$8,727.00	0.00		0.00	\$	\$ -	0%
15.0	Site Restoration	LF	10715	\$6.00	\$64,290.00	4831.00	5884.00	10715.00	\$	\$ 35,304.00	100%
16.0	Adjust existing manhole frame and cover to new grade	EA	11	\$1,400.00	\$15,400.00	11.00		11.00	\$	\$ 15,400.00	100%
17.0	Adjust existing valve box to new grade	EA	9	\$470.00	\$4,230.00	9.00		9.00	\$	\$ 4,230.00	100%
18.0	Cleaning and Grubbing	AC	8	\$15,000.00	\$120,000.00	7.95		7.95	\$	\$ 119,250.00	100%
19.0	Trench Safety System for Trench Excavations	LF	20183	\$6.00	\$121,098.00	19066.00		19066.00	\$	\$ 114,396.00	94%
20.0	Hydro Mulch Seeding	AC	4	\$1,500.00	\$5,985.00	1.00		1.00	\$	\$ 1,500.00	25%
21.0	Sodding	SY	7890	\$5.00	\$39,450.00	7890.00		7890.00	\$	\$ 39,450.00	100%
					\$1,289,875.00				\$	\$ 1,213,800.00	94%
Storm Items											
22.0	Remove and Dispose Manholes all sizes/depth	EA	3	\$1,000.00	\$3,000.00	5.00		5.00	\$	\$ 5,000.00	167%
23.0	Remove and Dispose Inlets all sizes/depth	EA	90	\$290.00	\$26,100.00	30.00		30.00	\$	\$ 7,500.00	100%
24.0	Remove and Dispose Storm Pipe 12-inch diameter	LF	35	\$3.00	\$105.00	35.00		35.00	\$	\$ 105.00	100%
25.0	Remove and Dispose Storm Pipe 15-inch diameter	LF	82	\$4.00	\$328.00	0.00		0.00	\$	\$ -	0%
26.0	Remove and Dispose Storm Pipe 18-inch diameter	LF	133	\$6.00	\$798.00	133.00		133.00	\$	\$ 798.00	100%
27.0	Remove and Dispose Storm Pipe 24-inch diameter	LF	801	\$36.00	\$28,836.00	301.00		301.00	\$	\$ 10,836.00	100%
28.0	Remove and Dispose Storm Pipe 30-inch diameter	LF	61	\$40.00	\$2,440.00	61.00		61.00	\$	\$ 2,440.00	100%
29.0	Remove and Dispose Storm Pipe 36-inch diameter	LF	119	\$45.00	\$5,355.00	158.00		158.00	\$	\$ 7,110.00	133%
30.0	Remove and Dispose Storm Pipe 48-inch diameter	LF	71	\$70.00	\$4,970.00	71.00		71.00	\$	\$ 4,970.00	100%
31.0	Remove and Dispose Storm Pipe 72-inch diameter	LF	233	\$40.00	\$9,320.00	212.00		212.00	\$	\$ 8,480.00	91%
32.0	Remove and Dispose Storm Pipe 84-inch diameter	LF	36	\$60.00	\$2,160.00	36.00		36.00	\$	\$ 2,160.00	100%
33.0	Plug & Abandon 18-inch Storm Sewer	LF	38	\$25.00	\$950.00	38.00		38.00	\$	\$ 950.00	100%
34.0	Plug & Abandon 24-inch Storm Sewer	LF	9	\$35.00	\$315.00	9.00		9.00	\$	\$ 315.00	100%
35.0	Plug & Abandon 36-inch Storm Sewer	LF	177	\$38.00	\$6,726.00	154.00		154.00	\$	\$ 5,852.00	87%
36.0	Clean and CCTV Existing Storm Sewer	LF	830	\$11.00	\$9,130.00	220.00		220.00	\$	\$ 2,420.00	28%
37.0	Type C manhole for 42-inch diameter and smaller sewers w/rim	EA	25	\$5,200.00	\$130,000.00	19.00		19.00	\$	\$ 98,800.00	76%
38.0	Type C manhole for 48-inch to 72-inch diameter sewers w/rim	EA	4	\$8,000.00	\$32,000.00	4.00		4.00	\$	\$ 32,000.00	100%
39.0	Manhole Riser for Box Sewer w/rim	EA	23	\$2,200.00	\$50,600.00	23.00		23.00	\$	\$ 50,600.00	100%
40.0	Manhole Riser for Box Sewer w/grate	EA	39	\$1,400.00	\$54,600.00	29.00	6.00	35.00	\$	\$ 49,000.00	90%
41.0	Manhole Risers for Concrete Box Sewers with 50.5 inch cover	EA	9	\$3,900.00	\$35,100.00	5.00	3.00	8.00	\$	\$ 31,200.00	89%
42.0	Extra Depth Manhole	VF	56	\$100.00	\$5,600.00	0.00		0.00	\$	\$ -	0%
42.1	Yard Drains and all work associated with modifying, restoring, and extending them	LF	2000	\$14.00	\$28,000.00	30.00		30.00	\$	\$ 420.00	2%
43.0	24-inch Diameter RCP Storm Sewer by open cut	LF	408	\$205.00	\$83,640.00	413.00		413.00	\$	\$ 84,665.00	101%
44.0	30-inch Diameter RCP Storm Sewer by open cut	LF	25	\$590.00	\$14,750.00	37.00		37.00	\$	\$ 20,720.00	148%
45.0	36-inch Diameter RCP Storm Sewer by open cut	LF	230	\$242.00	\$55,660.00	204.00		204.00	\$	\$ 49,368.00	89%

Project: Briar Branch (W140-01-00) Channel & Straw Improvements
 WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Todays Date: 3/13/2021
 Pay Period: 2/1/21-2/28/2021
 Pay Estimate No. 028
 Rain Days This Month 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
46.0	42-inch Diameter RCP Storm Sewer by open cut	LF	38	\$640.00	\$17,920.00	37.00		37.00	\$	\$	132%
47.0	48-inch Diameter RCP Storm Sewer by open cut	LF	35	\$900.00	\$27,500.00	62.00		62.00	\$	\$	248%
48.0	72-inch Diameter RCP Storm Sewer by open cut	LF	15	\$680.00	\$10,200.00	16.00		16.00	\$	\$	107%
49.0	7'X6' RCB Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	25.00		25.00	\$	\$	100%
50.0	7'X7' RCB Storm Sewer by open cut	LF	2942	\$535.00	\$1,252,970.00	2334.00		2334.00	\$	\$	100%
51.0	8'X4' RCB Storm Sewer by open cut	LF	3079	\$455.00	\$1,378,195.00	3039.00		3039.00	\$	\$	100%
52.0	8'X8' RCB Storm Sewer by open cut	LF	8387	\$607.00	\$5,090,909.00	8285.20		8285.20	\$	\$	99%
53.0	9'X4' RCB Storm Sewer by open cut	LF	940	\$644.00	\$605,360.00	920.00		920.00	\$	\$	98%
54.0	9'X5' RCB Storm Sewer by open cut	LF	80	\$762.00	\$60,960.00	80.00		80.00	\$	\$	100%
55.0	9'X8' RCB Storm Sewer by open cut	LF	2628	\$740.00	\$1,944,720.00	2495.00		2495.00	\$	\$	95%
56.0	10'X8' RCB Storm Sewer by open cut	LF	1314	\$843.00	\$1,114,272.00	1248.00		1248.00	\$	\$	95%
57.0	Junction Box (39'X10')	EA	1	\$103,000.00	\$103,000.00	1.00		1.00	\$	\$	100%
58.0	Junction Box (34'x12' w/Restrictor No. 3 48" (W) x 54" (H) Three Openings)	EA	1	\$81,500.00	\$81,500.00	1.50		1.50	\$	\$	150%
59.0	Junction Box (34'x10')	EA	3	\$68,500.00	\$205,500.00	3.00		3.00	\$	\$	100%
60.0	Junction Box (26'x26' w/Restrictor No. 1 30"(W) x 36"(H) Dual Openings)	EA	1	\$116,000.00	\$116,000.00	1.00		0.9956190	\$	\$	100%
61.0	Junction Box (26'x14' w/Restrictor No. 2 25" (W) x 72"(H) Dual Openings)	EA	1	\$90,000.00	\$90,000.00	1.00		1.00	\$	\$	100%
62.0	Junction Box (15'x13')	EA	1	\$27,000.00	\$27,000.00	1.00		1.00	\$	\$	100%
63.0	Junction Box (14'x13')	EA	1	\$25,700.00	\$25,700.00	0.00		0.00	\$	\$	0%
64.0	Junction Box (13'x13')	EA	1	\$25,800.00	\$25,800.00	1.00		1.00	\$	\$	100%
65.0	Junction Box (12.5'x7')	EA	3	\$19,100.00	\$57,300.00	4.00		4.00	\$	\$	133%
66.0	Type BB Inlet (Pre Cast)	EA	15	\$3,400.00	\$51,000.00	5.00		5.00	\$	\$	80%
67.0	Type C-1 Inlet (Pre Cast)	EA	17	\$5,400.00	\$91,800.00	18.00		18.00	\$	\$	106%
68.0	Type B Inlet (Pre Cast)	EA	1	\$2,500.00	\$2,500.00	0.00		0.00	\$	\$	0%
69.0	Type C Inlet (Pre Cast)	EA	3	\$4,500.00	\$13,500.00	4.00		4.00	\$	\$	133%
70.0	Type E Inlet (Pre Cast)	EA	1	\$3,300.00	\$3,300.00	1.00		1.00	\$	\$	100%
70.1	Asphalt Mill & Overlay (2-inches)	SY	1000	\$20.00	\$20,000.00	585.33		585.33	\$	\$	59%
71.0	Safety End Treatment (for 36" RCP)	EA	1	\$12,000.00	\$12,000.00	0.00		0.00	\$	\$	0%
71.1	Sheet Pile Weir Adjustment	LS	1	\$18,000.00	\$18,000.00	0.00	1.00	1.00	\$	\$	100%
					\$13,017,539.00				\$	\$	98%
	Channel & Retaining Wall Items						Subtotal Storm Items		\$	\$	
72.0	Remove and Dispose of Concrete rubble and concrete structures	CY	130	\$22.00	\$2,860.00	5.03		5.03	\$	\$	4%
73.0	Remove and Dispose of Concrete Channel Lining & Low Flow, all thicknesses	SY	1435	\$18.00	\$25,830.00	1682.21		1682.21	\$	\$	117%
74.0	Concrete Channel Lining, 8" nominal thickness	SY	684	\$135.00	\$92,340.00	684.00		684.00	\$	\$	100%
75.0	Remove and Dispose of existing pedestrian bridge	EA	2	\$5,000.00	\$10,000.00	1.00		1.00	\$	\$	50%
76.0	Retaining Wall (Spread Footing)	SF	6634	\$79.00	\$524,086.00	7269.50		7269.50	\$	\$	110%
77.0	Combination Rail (C1W)	LF	158	\$235.00	\$37,130.00	208.00		208.00	\$	\$	132%
78.0	Pedestrian Handrail (PRD-13, TYPE B)	LF	517	\$73.00	\$37,741.00	574.00		574.00	\$	\$	111%
80.0	Pipe Gate	EA	1	\$1,800.00	\$1,800.00	1.00		1.00	\$	\$	100%
81.0	Extended Concrete Curb (for Proposed Wingwalls)	LF	38	\$180.00	\$6,840.00	0.00		0.00	\$	\$	0%
82.0	Remove and Dispose Handrail/Guardrail	LF	485	\$9.00	\$4,185.00	695.00		695.00	\$	\$	143%
83.0	Remove Conc. Retaining Wall	SY	1500	\$13.00	\$19,500.00	288.41		288.41	\$	\$	19%
83.1	Temporary Special Shoring for Retaining Wall	LF	420	\$572.00	\$240,240.00	440.00		440.00	\$	\$	105%
					\$1,002,352.00		Subtotal Channel & Retaining Items		\$	\$	105%
	Paving Items										
84.0	Remove and Dispose Concrete Driveways, all thickness	SY	1038	\$8.00	\$8,304.00	738.23		738.23	\$	\$	71%
85.0	Remove and Dispose of Existing Asphalt Pavement and base, all thickness	SY	7195	\$7.00	\$50,365.00	7465.72		7465.72	\$	\$	103%
86.0	Remove and Dispose Concrete Pavements (Including All Thickness w/ or w/o Asphalt, Including Subgrade, w/ or w/o Curb, All Depth)	SY	410	\$15.00	\$6,150.00	460.00		460.00	\$	\$	112%
87.0	Remove and Dispose of Sidewalks, all thicknesses	SY	196	\$6.00	\$1,176.00	174.24		174.24	\$	\$	89%
88.0	Remove Existing Concrete Curb	LF	4190	\$1.50	\$6,285.00	3074.00		3074.00	\$	\$	73%
89.0	Reshaping & Regrading Existing Ditches	LF	178	\$17.00	\$3,026.00	0.00		0.00	\$	\$	0%
90.0	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	TON	146	\$170.00	\$24,820.00	156.03		156.03	\$	\$	107%
91.0	Lime Stabilized Subgrade 8-inch	SY	9509	\$7.00	\$66,563.00	8753.94		8753.94	\$	\$	92%
92.0	Flexible Base Course/temp driveways Residential up to 12 feet Wide	EA	35	\$350.00	\$12,250.00	35.00		35.00	\$	\$	100%

WBS No. N-T17000-0018-3
TIRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
Memorial City Redevelopment Authority
9610 Long Point Road, Ste 150
Houston, Texas 77055

Contractor:
Reytec Construction Resources, Inc
1901 Hollister St.
Houston, Texas 77080

Todays Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No.: 028
Rain Days This Month: 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
93.0	Reinforced Concrete Pavement 6" Thick	SY	6391	\$63.00	\$402,633.00	8363.22		8363.22	\$	\$	131%
93.1	Concrete Maintenance Access Ramp	SY	300	\$65.00	\$19,500.00	219.74		219.74	\$	\$	73%
93.2	Reinforced Concrete Pavement 6" Thick - High Early	SY	1154	\$65.00	\$75,010.00	0.00		0.00	\$	\$	0%
94.0	Horizontal Dowels, 24-inch	EA	210	\$7.00	\$1,470.00	181.00		181.00	\$	\$	86%
95.0	Street Pavement Expansion Joint, with or without Load Transfer	LF	210	\$8.00	\$1,680.00	727.59		727.59	\$	\$	346%
96.0	Saw Cutting	LF	373	\$20.00	\$7,460.00	421.00		421.00	\$	\$	113%
97.0	Concrete Driveways Including Excavation 6-inch thick (Res)	SF	0	\$7.00	\$0.00	6934.11		6934.11	\$	\$	#DIV/0!
97.1	Concrete Driveways Including 6" thick - High Early (res)	SF	8180	\$7.50	\$61,350.00	0.00		0.00	\$	\$	0%
98.0	6-inch Concrete Curb	LF	4812	\$4.00	\$19,248.00	3191.00		3191.00	\$	\$	66%
99.0	Concrete Pavement Header	LF	367	\$8.00	\$2,936.00	367.00		367.00	\$	\$	100%
100.0	Curb Ramp	SF	291	\$16.00	\$4,656.00	451.00		451.00	\$	\$	155%
101.0	Sidewalk 4-1/2-inch thick	SF	1512	\$9.00	\$13,608.00	1405.32		1405.32	\$	\$	93%
102.0	Pav Repairs and Replacement with Base material/ Asphalt Surface	SY	454	\$120.00	\$54,480.00	319.20		319.20	\$	\$	70%
					\$842,970.00				\$	\$	101%
	Wastewater Items										
103.0	Remove and Dispose 4-inch diameter Sanitary Sewer	LF	36	\$17.00	\$612.00	0.00		0.00	\$	\$	0%
104.0	Remove and Dispose 6-inch diameter Sanitary Sewer	LF	22	\$15.00	\$330.00	30.00		30.00	\$	\$	136%
105.0	Remove and Dispose 8-inch diameter Sanitary Sewer	LF	22	\$37.00	\$814.00	99.00		99.00	\$	\$	450%
106.0	Remove and Dispose 10-inch diameter Sanitary Sewer	LF	110	\$27.00	\$2,970.00	189.00		189.00	\$	\$	145%
107.0	Remove and Dispose 15-inch diameter Sanitary Sewer	LF	22	\$33.00	\$726.00	22.00		22.00	\$	\$	100%
108.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$820.00	\$3,280.00	0.00		0.00	\$	\$	0%
109.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	48	\$450.00	\$21,600.00	48.00		48.00	\$	\$	100%
110.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$690.00	\$2,760.00	0.00		0.00	\$	\$	0%
111.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	18	\$800.00	\$14,400.00	0.00		0.00	\$	\$	0%
112.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	8	\$500.00	\$4,000.00	0.00		0.00	\$	\$	0%
113.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	144	\$350.00	\$50,400.00	144.00		144.00	\$	\$	100%
114.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	16	\$460.00	\$7,360.00	0.00		0.00	\$	\$	0%
115.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	204	\$210.00	\$42,840.00	189.00		189.00	\$	\$	93%
116.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$900.00	\$3,600.00	0.00		0.00	\$	\$	0%
117.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	28	\$300.00	\$8,400.00	28.00		28.00	\$	\$	100%
118.0	Point Repair 4-inch diameter Sanitary Sewer	EA	2	\$3,200.00	\$6,400.00	1.00		1.00	\$	\$	50%
119.0	Point Repair 6-inch diameter Sanitary Sewer	EA	2	\$3,300.00	\$6,600.00	0.00		0.00	\$	\$	0%
120.0	Point Repair 8-inch diameter Sanitary Sewer	EA	4	\$3,400.00	\$13,600.00	0.00		0.00	\$	\$	0%
121.0	Point Repair 10-inch diameter Sanitary Sewer	EA	5	\$3,600.00	\$18,000.00	0.00		0.00	\$	\$	0%
122.0	Point Repair 15-inch diameter Sanitary Sewer	EA	2	\$3,800.00	\$7,600.00	0.00		0.00	\$	\$	0%
122.1	4-foot diameter precast sanitary sewer manhole	EA	4	\$4,500.00	\$18,000.00	4.00		4.00	\$	\$	100%
122.2	Construct 4-foot Extra Depth Sanitary Sewer Manhole	VF	3	\$200.00	\$600.00	0.00		0.00	\$	\$	0%
					\$245,692.00				\$	\$	61%
	Water Items										
123.0	Adjust existing meter box to new grade	EA	20	\$800.00	\$16,000.00	20.00		20.00	\$	\$	100%
124.0	Remove and Dispose 8-inch diameter Water Line	LF	57	\$18.00	\$996.00	0.00		0.00	\$	\$	0%
125.0	Remove and Dispose 20-inch diameter Water Line	LF	51	\$40.00	\$2,040.00	51.00		51.00	\$	\$	100%
126.0	Cut, plug and abandon existing 8-inch diameter Water Line	EA	16	\$1,200.00	\$19,200.00	16.00		16.00	\$	\$	100%
127.0	8-inch diameter Water Line by Open-cut	LF	258	\$140.00	\$36,120.00	123.00		123.00	\$	\$	48%
128.0	8-inch diameter DIP water line by open-cut with restrained joints	LF	223	\$250.00	\$55,750.00	398.00		398.00	\$	\$	178%
129.0	20-inch diameter Water Line by Open-cut	LF	10	\$160.00	\$1,600.00	10.00		10.00	\$	\$	100%
130.0	20-inch diameter DIP water line by open-cut with restrained joints	LF	40	\$360.00	\$14,400.00	40.00		40.00	\$	\$	100%
131.0	8-inch diameter wet connection	EA	16	\$1,400.00	\$22,400.00	16.00		16.00	\$	\$	100%
132.0	20-inch diameter wet connection	EA	2	\$3,500.00	\$7,000.00	2.00		2.00	\$	\$	100%
132.1	Repair damaged water service lines, 4-inch	LF	150	\$80.00	\$12,000.00	0.00		0.00	\$	\$	0%
132.2	Repair damaged water service lines, 6-inch	LF	150	\$90.00	\$13,500.00	0.00		0.00	\$	\$	0%
132.3	Repair damaged water service lines, 8-inch	LF	150	\$100.00	\$15,000.00	0.00		0.00	\$	\$	0%
					\$215,946.00				\$	\$	92%
									\$	\$	

WBS No. N-T17000-0018-3
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9610 Long Point Road, Ste 150
Houston, Texas 77055

Contractor:
Reytec Construction Resources, Inc
1901 Hollister St.
Houston, Texas 77080

Todays Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No.: 028
Rain Days This Month: 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month's Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
Pavement Marking Items											
133.0	Raised Pav Marker Type I with Two face Reflective (W/Y)	EA	3	\$7.00	\$21.00	0.00		0.00	\$	\$	0%
134.0	Thermoplastic Pavement Markings, 4-inch White, Solid	LF	92	\$6.00	\$552.00	0.00		0.00	\$	\$	0%
135.0	Thermoplastic Pavement Markings, 4-inch Yellow, Dashed	LF	10	\$6.00	\$60.00	0.00		0.00	\$	\$	0%
					\$633.00				\$	\$	0%
Extra Unit Prices											
136.0	Remove misc concrete and masonry	CY	100	\$45.00	\$4,500.00	0.00		0.00	\$	\$	0%
137.0	6-inch Over Excavate trench bottom	LF	100	\$15.00	\$1,500.00	0.00		0.00	\$	\$	0%
138.0	Extra Excavation around obstructions	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$	\$	0%
139.0	Extra Hand Excavation	CY	100	\$35.00	\$3,500.00	1.00		1.00	\$	\$ 35.00	1%
140.0	Extra Machine Excavation	CY	90	\$25.00	\$2,250.00	11.00		11.00	\$	\$ 275.00	22%
141.0	Extra Placement of Backfill Material	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$	\$	0%
142.0	Extra Placement of granular fill	CY	100	\$30.00	\$3,000.00	0.00		0.00	\$	\$	0%
143.0	Extra Cement Stabilized Sand	CY	100	\$40.00	\$4,000.00	0.00		0.00	\$	\$	0%
144.0	Extra Water Fittings in Place	TON	1	\$3,500.00	\$3,500.00	0.00		0.00	\$	\$	0%
145.0	Extra Grade 60 Reinforcing Steel	LB	1000	\$2.00	\$2,000.00	0.00		0.00	\$	\$	0%
146.0	Extra Class "A" concrete with or without forms (complete-in-place)	CY	100	\$65.00	\$6,500.00	0.00		0.00	\$	\$	0%
146.1	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	LF	2500	\$25.00	\$62,500.00	118.00		118.00	\$	\$ 2,950.00	5%
146.2	Installation of chain link fence, Complete in place	LF	1500	\$30.00	\$45,000.00	0.00		0.00	\$	\$	0%
					\$142,250.00				\$	\$ 3,260.00	2%
Cash Allowances											
147.0	City of Houston Permits	LS	1	\$2,000.00	\$2,000.00	0.00		0.00	\$	\$	0%
148.0	Street Cut Permit	LS	1	\$3,000.00	\$3,000.00	0.67		0.67	\$	\$ 2,023.70	87%
149.0	HCFCD Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$	\$	0%
150.0	TPOES Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$	\$	0%
151.0	Proposed Power Pole and/or street light pole removal/relocation/replacement with re-circuit	LS	1	\$30,000.00	\$30,000.00	0.00		0.00	\$	\$	0%
152.0	Work Change Directives	LS	1	\$2,000,000.00	\$2,000,000.00	0.00		0.00	\$	\$	0%
152A	Remove 36" RCP & Replace with 5x2 RCB	LF	170	\$380.00	\$64,600.00	176.00		176.00	\$	\$ 64,600.00	100%
152B	Remove 36" RCP & Replace with 36" RCP	LF	60	\$229.00	\$13,740.00	60.00		60.00	\$	\$ 13,740.00	100%
152C	Install 24" RCP	LF	420	\$134.00	\$56,280.00	446.00		446.00	\$	\$ 58,360.00	105%
152D	Adjust 88 Inlet	EA	2	\$2,460.00	\$4,920.00	2.00		2.00	\$	\$ 4,920.00	100%
152E	Install 8' Diameter Manhole	EA	1	\$13,400.00	\$13,400.00	1.00		1.00	\$	\$ 13,400.00	100%
152F	Mix/Surface Asphalt, Including Base Material at Trench	SY	515	\$45.00	\$23,175.00	515.00		515.00	\$	\$ 23,175.00	100%
152G	Manhole at 24" Leads	EA	1	\$3,260.00	\$3,260.00	1.00		1.00	\$	\$ 3,260.00	100%
152H	Remove & Install Wooden Fence	LF	40	\$30.00	\$1,200.00	40.00		40.00	\$	\$ 1,200.00	100%
152I	Remove & Install Chainlink Fence	LF	140	\$35.00	\$4,900.00	140.00		140.00	\$	\$ 4,900.00	100%
152J	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	1.00		1.00	\$	\$ 2,500.00	100%
152K	Traffic Control & Flagging	LS	1	\$4,500.00	\$4,500.00	1.00		1.00	\$	\$ 4,500.00	100%
152L	Magnolia Tree Removal at 10015 Larston	LS	1	\$750.00	\$750.00	1.00		1.00	\$	\$ 750.00	100%
152M	Pine Tree Removal at 10023 Larston St	LS	1	\$1,300.00	\$1,300.00	1.00		1.00	\$	\$ 1,300.00	100%
152N	Temporary Asphalt Along Long Branch	LS	1	\$8,223.00	\$8,223.00	1.00		1.00	\$	\$ 8,223.00	100%
152O	Change Order 01 - Remove 36-inch RCP, Replace with 7x4 RCB	LS	1	\$225,362.50	\$225,362.50	0.94		0.94	\$	\$ 212,686.76	94%
200.0	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	EA	16.0	\$575.00	\$9,200.00	14.00		14.00	\$	\$ 8,050.00	88%
201.0	Adjust Manhole Frame & Cover	EA	13.0	\$1,600.00	\$20,800.00	13.00		13.00	\$	\$ 20,800.00	100%
202.0	Roadway Excavation with or without subgrade	CY	2,808.0	\$28.00	\$78,624.00	2808.00		2808.00	\$	\$ 78,623.89	100%
203.0	8-inch thick Reinforced Concrete Pavement, including Final Grading per Details	SF	33,000.0	\$9.50	\$313,500.00	33228.00		33228.00	\$	\$ 305,666.00	100%
204.0	Construct ADA Compliant Wheelchair Ramp, including ADA Truncated Domes (complete in place)	SF	100.0	\$25.00	\$2,500.00	60.00		60.00	\$	\$ 1,500.00	60%
205.0	Grading	CY	2,815.0	\$14.00	\$39,410.00	2815.00		2815.00	\$	\$ 39,410.00	100%
206.0	Lime	TON	98.0	\$200.00	\$19,600.00	134.28		134.28	\$	\$ 26,856.00	137%
207.0	Lime Manipulation	SY	6,478.0	\$10.00	\$64,780.00	6686.78		6686.78	\$	\$ 66,867.80	103%
208.0	Install Removable Bollard (including all necessary items)	EA	7.0	\$750.00	\$5,250.00	0.00	7.00	7.00	\$	\$ 5,250.00	100%

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1901 Hollister St.
Houston, Texas 77080

Today's Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No. 028
Rain Days This Month 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
209.0	Meadow Installation	SF	175,168.0	\$0.50	\$87,584.00	6.00	75085.00	75085.00	\$ 37,542.50	\$ 37,542.50	43%
210.0	Trees - 15g	EA	258.0	\$250.00	\$64,500.00	258.00		258.00	\$ 64,500.00	\$ 64,500.00	100%
211.0	Trees - 30g	EA	71.0	\$450.00	\$31,950.00	71.00		71.00	\$ 31,950.00	\$ 31,950.00	100%
212.0	Trees - 45g	EA	90.0	\$550.00	\$49,500.00	90.00		90.00	\$ 49,500.00	\$ 49,500.00	100%
213.0	Trees - 65g	EA	113.0	\$900.00	\$101,700.00	113.00		113.00	\$ 101,700.00	\$ 101,700.00	100%
214.0	Mulch Beds - mulch	SF	503.0	\$57.70	\$29,023.10	503.00		503.00	\$ 29,023.10	\$ 29,023.10	100%
215.0	Mulch Beds - soil amendments	SF	27,139.0	\$1.50	\$40,708.50	27139.00		27139.00	\$ 40,708.50	\$ 40,708.50	100%
216.0	Mow Strip (Sodding)	SY	2,450.0	\$8.00	\$19,600.00	2450.00		2450.00	\$ 19,600.00	\$ 19,600.00	100%
217.0	24-Month Maintenance Establishment Period	LS	1.0	\$185,000.00	\$185,000.00	0.30		0.30	\$ 55,500.00	\$ 55,500.00	30%
218.0	Wingwall Structure Around Existing Inlets	EA	3.0	\$15,000.00	\$45,000.00	0.00		0.00	\$ -	\$ -	0%
219.0	Toe Wall	LF	650.0	\$28.50	\$18,525.00	642.00		642.00	\$ 18,297.00	\$ 18,297.00	99%
152P	Soil Remediation	LS	1.0	\$147,388.20	\$147,388.20	0.39	0.42	0.81	\$ 61,903.04	\$ 119,384.44	81%
152Q	RCB Cleaning	LS	1.0	\$59,446.39	\$59,446.39	1.00		1.00	\$ 59,446.39	\$ 59,446.39	100%
					\$2,262,362.50	Subtotal Cash Allowances		\$ -	\$ 104,695.34	\$ 1,769,714.19	80%

Overall Totals	\$19,020,319.50			
Work Change Directive Budget	\$2,000,000.00		\$178,099.54	\$18,024,570.07
Work Change Directive Completed To Date	\$1,585,603.62		Retainage 5%	\$ 901,228.50
Remaining Work Change Directive Budget	\$414,396.38		Retainage Released 2%	\$ 356,929.41
			Remaining Retainage 3%	\$ 544,299.09



3/15/2021

Contractor

Date

Owner

Date

Sub Total	\$17,480,270.98
Less Total Previous Payment	\$17,311,076.41
Amount due this Estimate	\$169,194.57

Reytec Project No. 2203

Deviated Plan

Project Name: 2203: Briar Branch (W140-01-00)Channel & Straws Imp
 Contract Amount.: \$19,020,319.50
 Work Progress: 94.76%
 Pay Estimate Number: 28
 Pay Period: 2/1/2021 to 2/28/2021

Overall Goal:

Contracted:	17.64%	\$	3,354,286.69
Current:	17.86%	\$	3,397,481.48
	-0.23%	\$	(43,194.79)

MWSBE Goal:

SBE/MBE Goal:

Contractec	9.73%	\$	1,850,690.13
Current:	10.10%	\$	1,920,265.53
	-0.37%	\$	(69,575.40)

WBE Goal:

Contracted:	7.91%	\$	1,503,596.56
Current:	7.77%	\$	1,477,215.95
	0.14%	\$	26,380.61

Individual Goal:

Moran Construction (MBE)

Contractec	3.04%	\$	578,217.71
Current:	2.85%	\$	541,733.83
	0.19%	\$	36,483.88

Access Data (WBE)

Contracted:	7.91%	\$	1,503,596.56
Current:	7.77%	\$	1,477,215.95
	0.14%	\$	26,380.61

Ecung (MBE)

Contractec	0.36%	\$	67,661.85
Current:	0.08%	\$	15,225.00
	0.28%	\$	52,436.85

Rosales Trucking (MBE)

Contracted:	2.47%	\$	469,873.93
Current:	4.16%	\$	791,709.84
	-1.69%	\$	(321,835.91)

Fabco (MBE)

Contractec	0.99%	\$	187,949.57
Current:	1.10%	\$	208,648.39
	-0.11%	\$	(20,698.82)

Landscape Art (SBE)

Contracted:	2.88%	\$	546,987.07
Current:	1.91%	\$	362,948.47
	0.97%	\$	184,038.60

Reytec Construction Resources, Inc.

1901 Hollister
Houston, Texas 77080
Office 713.957.4003
Fax 713.681.0077

Briar Branch Channel & Straws Improvements Project Pay Application

March 17, 2021

Mr. Muhammad Ali
Gauge Engineering
3200 Wilcrest Drive, Suite 220
Houston, TX 77042

Re: Memorial City Redevelopment Authority
Briar Branch (W140-01-00) Channel and Straws
Improvements Project
WBS No. N-T17000-0018-3

Dear Muhammad,

Please see attached for pay application 028A, for February
2021, Briar Branch (W140-01-00) Channel and Straws
Improvements.

Thanks



Keegan Droxler
Project Manager
Reytec Construction Resources
832-844-8322
kdroxler@revtec.net

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER)
Memorial City Redevelopment Authority

PROJECT
Briar Branch (W140-01-00) Channel and Straws Improvements

APPLICATION NO: 028A

PERIOD TO: 1.5% Retainage Release

FROM (CONTRACTOR):
Reytec Construction
1901 Hollister Rd.
Houston, Texas 77080
Ph. 713-957-4003; Fax 713-681-0077

PROJECT NO: WBS No. N-T17000-0018-3
TIRZ 17 CIP No T-1734 & T-1734B

CONTRACTOR'S APPLICATION FOR

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner		TOTAL		
Approved this Month				
Number	Date			
TOTALS \$				
Net change by Change Orders				

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$ 18,794,957 00
2 Net change by Change Order	\$ 225,362 50
3 CONTRACT SUM TO DATE (Line 1+2)	\$ 19,020,319 50
4 TOTAL COMPLETED & STORED TO DATE	\$ 18,024,570 07

5 RETAINAGE:

a	5 %	of Completed Work	\$ 901,228 50
b	%	of Stored Material	

Total Retainage (Line 5a + 5b or) \$ 901,228 50

6 PREVIOUS RELEASED RETAINAGE \$ 356,929 41

7 RELEASED RETAINAGE \$ 270,368 55

8 REMAINING RETAINAGE \$ 273,930 54

9 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 17,750,639 53

10 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 17,480,270 98

11 CURRENT PAYMENT DUE \$ 270,368 55

12 BALANCE TO FINISH, PLUS RETAINAGE (Line 9 less Line 6) \$ 1,269,679 97

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current Payment shown herein is now due

INSPECTOR: [Signature] Date 3/17/2021

CONTRACTOR: _____ Date _____

State of Texas
Subscribed and sworn to before me this 17th day of March 2021
Notary Public: Eunice Morales
My Commission expires 7/27/22

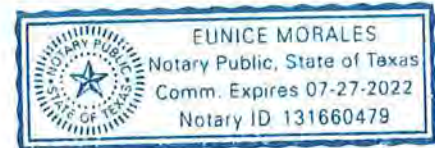
ARCHITECT'S CERTIFICATE FOR

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 270,368 55

(Attach explanation if amount certified differs from the amount applied for)
ARCHITECT: _____


By: _____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**Affidavits of Payment and
Unconditional Waivers of Liens**

Memorial City Redevelopment Authority/TIRZ 17

Reytec Construction Resources, Inc has been paid and has received a progress payment in the sum of \$259,213.42 for services, equipment or material furnished to Memorial City Development Authority/TIRZ 17 for the Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the Memorial City Redevelopment Authority/TIRZ 17 through January 31, 2021 only, and does not cover any retention if any labor, services, equipment or materials furnished after that date. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof.



(Signature of Contractor's Representative)

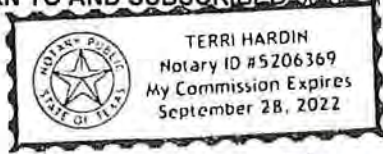
Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/17/2021

Date





Notary Public in and for the State of Texas

My Commission Expires: 9/28/22

Expiration Date


Terri Hardin

Print or Type Name of Notary Public

**Affidavits of Payment and
Unconditional Waivers of Liens**

Memorial City Redevelopment Authority/TIRZ 17

Reytec Construction Resources, Inc has been paid and has received a 2% retainage payment in the sum of \$356,929.41 for substantial completion on the, Memorial City Development Authority/TIRZ 17, Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release only covers 2% of the retainage payment on the Memorial City Redevelopment Authority/TIRZ 17 through February 11, 2021. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof.



(Signature of Contractor's Representative)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/17/2021

Date





Notary Public in and for the State of Texas

My Commission Expires: 9/28/22

Expiration Date

Terri Hardin

Print or Type Name of Notary Public

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Briar Branch Channel & Straws Improvements

Outline Agreement No.: _____ WBS No.: N-T17000-0018-3

Contractor's Company Name: Reytec Construction Resources

Address: 1901 Hollister St. Houston, Texas 77080

CERTIFICATION

Andrew Landry, 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)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/17/2021
Date

Notary Public in and for the State of Texas

My Commission Expires: _____
Expiration Date

Print or Type Name of Notary Public

WBS No. N-T17000-0018-J
 TRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St
 Houston, Texas 77080

Today's Date:
 Pay Period:
 Pay Estimate No.
 Rain Days This Month

3/17/2021
 1.5 % Retainage Release
 028A

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month's Quantities	To Date Quantities	This Month's Billing	Total Amount Billed	% Complete
General Items											
1.0	Mobilization	LS	1	\$600,000.00	\$600,000.00	1.00		1.00	\$	\$ 600,000.00	100%
2.0	Portable Changeable Message Sign	Day	176	\$90.00	\$15,840.00	60.00		60.00	\$	\$ 5,400.00	34%
3.0	Removable and Salvage Existing Sign	EA	11	\$50.00	\$550.00	11.00		11.00	\$	\$ 550.00	100%
3.1	Project ID Sign	EA	1	\$650.00	\$650.00	1.00		1.00	\$	\$ 650.00	100%
3.2	Placement of Permanent Signs	EA	25	\$310.00	\$7,750.00	0.00		0.00	\$	\$ -	0%
3.3	Remove Existing Pavement Markings	EA	4	\$150.00	\$600.00	0.00		0.00	\$	\$ -	0%
4.0	Traffic Control and Regulation	EA	4	\$17,500.00	\$70,000.00	4.00		4.00	\$	\$ 70,000.00	100%
5.0	Install PreCast Concrete Traffic Barrier	LF	500	\$32.00	\$16,000.00	250.00		250.00	\$	\$ 8,000.00	50%
6.0	Relocate PreCast Concrete Traffic Barrier	LF	3000	\$8.00	\$24,000.00	250.00		250.00	\$	\$ 2,000.00	8%
7.0	Remove PreCast Concrete Traffic Barrier	LF	500	\$12.00	\$6,000.00	250.00		250.00	\$	\$ 3,000.00	50%
7.1	Remove and Replace Speed Cushions	LS	2	\$4,500.00	\$9,000.00	2.00		2.00	\$	\$ 9,000.00	100%
8.0	Flagmen	EA	4	\$12,500.00	\$50,000.00	4.00		4.00	\$	\$ 50,000.00	100%
9.0	Tree and Plant Protection	EA	4	\$20,000.00	\$80,000.00	4.00		4.00	\$	\$ 80,000.00	100%
10.0	Inlet Protection Barrier (State I & II)	EA	92	\$60.00	\$5,520.00	90.00		90.00	\$	\$ 5,400.00	98%
11.0	Reinforced Filter Fabric Barrier	LF	12000	\$1.50	\$18,000.00	10920.00		10920.00	\$	\$ 15,330.00	89%
12.0	Stabilized Construction Exit	SY	144	\$40.00	\$5,760.00	123.00		123.00	\$	\$ 4,920.00	89%
13.0	Rock Filter Dams- Type II	LF	35	\$55.00	\$1,925.00	8.00		8.00	\$	\$ 440.00	23%
14.0	Groundwater Control for Open-Cut Construction	LF	8727	\$1.00	\$8,727.00	0.00		0.00	\$	\$ -	0%
15.0	Site Restoration	SF	10715	\$6.00	\$64,290.00	10715.00		10715.00	\$	\$ 64,290.00	100%
16.0	Adjust existing manhole frame and cover to new grade	EA	11	\$1,400.00	\$15,400.00	11.00		11.00	\$	\$ 15,400.00	100%
17.0	Adjust existing valve box to new grade	EA	9	\$470.00	\$4,230.00	9.00		9.00	\$	\$ 4,230.00	100%
18.0	Clearing and Grubbing	AC	8	\$15,000.00	\$119,100.00	7.95		7.95	\$	\$ 119,250.00	100%
19.0	Trench Safety System for Trench Excavations	LF	20183	\$6.00	\$121,098.00	19066.00		19066.00	\$	\$ 114,396.00	94%
20.0	Hydro Mulch Seeding	AC	4	\$1,500.00	\$5,985.00	1.00		1.00	\$	\$ 1,500.00	25%
21.0	Sodding	SY	7890	\$5.00	\$39,450.00	7890.00		7890.00	\$	\$ 39,450.00	100%
					\$1,289,875.00				\$	\$ 1,213,806.00	94%
Storm Items											
22.0	Remove and Dispose Manholes all sizes/depth	EA	1	\$1,000.00	\$3,000.00	5.00		5.00	\$	\$ 5,000.00	187%
23.0	Remove and Dispose Inlets all sizes/depth	EA	30	\$250.00	\$7,500.00	30.00		30.00	\$	\$ 7,500.00	100%
24.0	Remove and Dispose Storm Pipe 12-inch diameter	LF	35	\$30.00	\$1,050.00	35.00		35.00	\$	\$ 1,050.00	100%
25.0	Remove and Dispose Storm Pipe 15-inch diameter	LF	82	\$4.00	\$328.00	0.00		0.00	\$	\$ -	0%
26.0	Remove and Dispose Storm Pipe 18-inch diameter	LF	133	\$6.00	\$798.00	133.00		133.00	\$	\$ 798.00	100%
27.0	Remove and Dispose Storm Pipe 24-inch diameter	LF	301	\$36.00	\$10,836.00	301.00		301.00	\$	\$ 10,836.00	100%
28.0	Remove and Dispose Storm Pipe 30-inch diameter	LF	61	\$40.00	\$2,440.00	61.00		61.00	\$	\$ 2,440.00	100%
29.0	Remove and Dispose Storm Pipe 36-inch diameter	LF	119	\$45.00	\$5,355.00	158.00		158.00	\$	\$ 7,110.00	133%
30.0	Remove and Dispose Storm Pipe 48-inch diameter	LF	71	\$70.00	\$4,970.00	71.00		71.00	\$	\$ 4,970.00	100%
31.0	Remove and Dispose Storm Pipe 72-inch diameter	LF	233	\$40.00	\$9,320.00	212.00		212.00	\$	\$ 8,480.00	91%
32.0	Remove and Dispose Storm Pipe 84-inch diameter	LF	36	\$60.00	\$2,160.00	36.00		36.00	\$	\$ 2,160.00	100%
33.0	Plug & Abandon 18-inch Storm Sewer	LF	38	\$25.00	\$950.00	38.00		38.00	\$	\$ 950.00	100%
34.0	Plug & Abandon 24-inch Storm Sewer	LF	9	\$35.00	\$315.00	9.00		9.00	\$	\$ 315.00	100%
35.0	Plug & Abandon 36-inch Storm Sewer	LF	177	\$38.00	\$6,726.00	154.00		154.00	\$	\$ 5,852.00	87%
36.0	Clean and CCTV Existing Storm Sewer	LF	830	\$11.00	\$9,130.00	230.00		230.00	\$	\$ 2,530.00	28%
37.0	Type C manhole for 42-inch diameter and smaller sewers w/rim	EA	25	\$5,200.00	\$130,000.00	19.00		19.00	\$	\$ 98,800.00	76%
38.0	Type C manhole for 48-inch to 72-inch diameter sewers w/rim	EA	4	\$8,000.00	\$32,000.00	4.00		4.00	\$	\$ 32,000.00	100%
39.0	Manhole Riser for Box Sewer w/rim	EA	23	\$2,200.00	\$50,600.00	23.00		23.00	\$	\$ 50,600.00	100%
40.0	Manhole Riser for Box Sewer w/grate	EA	39	\$1,400.00	\$54,600.00	35.00		35.00	\$	\$ 49,000.00	90%
41.0	Manhole Risers for Concrete Box Sewers with 50.5 inch cover	EA	9	\$3,900.00	\$35,100.00	8.00		8.00	\$	\$ 31,200.00	89%
42.0	Extra Depth Manhole	VF	56	\$100.00	\$5,600.00	0.00		0.00	\$	\$ -	0%
42.1	Yard Drains and all work associated with modifying, restoring, and extending them	LF	2000	\$14.00	\$28,000.00	30.00		30.00	\$	\$ 420.00	2%
43.0	24-inch Diameter RCP Storm Sewer by open cut	LF	408	\$205.00	\$83,640.00	413.00		413.00	\$	\$ 84,665.00	101%
44.0	30-inch Diameter RCP Storm Sewer by open cut	LF	25	\$560.00	\$14,000.00	37.00		37.00	\$	\$ 20,720.00	148%
45.0	36-inch Diameter RCP Storm Sewer by open cut	LF	230	\$242.00	\$55,660.00	204.00		204.00	\$	\$ 49,368.00	89%
46.0	42-inch Diameter RCP Storm Sewer by open cut	LF	28	\$640.00	\$17,920.00	37.00		37.00	\$	\$ 23,680.00	132%
47.0	48-inch Diameter RCP Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	62.00		62.00	\$	\$ 55,800.00	248%
48.0	72-inch Diameter RCP Storm Sewer by open cut	LF	15	\$680.00	\$10,200.00	16.00		16.00	\$	\$ 10,880.00	107%
49.0	7'x8' RCB Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	25.00		25.00	\$	\$ 22,500.00	100%
50.0	7'x7' RCB Storm Sewer by open cut	LF	2342	\$535.00	\$1,252,970.00	2334.00		2334.00	\$	\$ 1,246,690.00	100%
51.0	8'x4' RCB Storm Sewer by open cut	LF	3029	\$455.00	\$1,378,195.00	3039.00		3039.00	\$	\$ 1,382,745.00	100%
52.0	8'x8' RCB Storm Sewer by open cut	LF	8387	\$607.00	\$5,090,909.00	8285.20		8285.20	\$	\$ 5,029,116.40	98%
53.0	9'x4' RCB Storm Sewer by open cut	LF	840	\$644.00	\$540,360.00	920.00		920.00	\$	\$ 592,480.00	98%
54.0	9'x5' RCB Storm Sewer by open cut	LF	80	\$762.00	\$60,960.00	80.00		80.00	\$	\$ 60,960.00	100%
55.0	9'x8' RCB Storm Sewer by open cut	LF	2628	\$740.00	\$1,944,720.00	2496.00		2496.00	\$	\$ 1,847,040.00	95%
56.0	10'x8' RCB Storm Sewer by open cut	LF	1314	\$848.00	\$1,114,272.00	1248.00		1248.00	\$	\$ 1,058,304.00	95%
57.0	Junction Box (39'x10')	EA	1	\$103,000.00	\$103,000.00	1.00		1.00	\$	\$ 103,000.00	100%
58.0	Junction Box (34'x12' w/Restrictor No. 3 48"(W) x 34" (H) Three Openings)	EA	1	\$81,500.00	\$81,500.00	1.00		1.00	\$	\$ 122,250.00	150%
59.0	Junction Box (34'x10')	EA	3	\$68,500.00	\$205,500.00	3.00		3.00	\$	\$ 205,500.00	100%
60.0	Junction Box (26'x26' w/Restrictor No. 1 30"(W) x 38"(H) Dual Openings)	EA	1	\$116,000.00	\$116,000.00	1.00		0.9998199	\$	\$ 115,515.00	100%
61.0	Junction Box (26'x34' w/Restrictor No. 2 25" (W) x 72"(H) Dual Openings)	EA	1	\$90,000.00	\$90,000.00	1.00		1.00	\$	\$ 90,000.00	100%
62.0	Junction Box (15'x13')	EA	1	\$27,000.00	\$27,000.00	1.00		1.00	\$	\$ 27,000.00	100%

WBS No. N-T-17000-0018-3
TIRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
Memorial City Redevelopment Authority
9610 Long Point Road, Ste 150
Houston, Texas 77055

Contractor:
Reytec Construction Resources, Inc
1901 Hollister St
Houston, Texas 77080

Today's Date:
Pay Period:
Pay Estimate No.
Rain Days This Month

3/17/2021
1.5 % Retainage Release
028A

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
63.0	Junction Box (14"x13")	EA	1	\$25,700.00	\$25,700.00	0.00	0.00	0.00	\$	\$	0%
64.0	Junction Box (13"x13")	EA	1	\$25,800.00	\$25,800.00	1.00	1.00	1.00	\$	\$ 25,800.00	100%
65.0	Junction Box (12.5"x7")	EA	3	\$19,100.00	\$57,300.00	4.00	4.00	4.00	\$	\$ 76,400.00	133%
66.0	Type B Inlet (Pre Cast)	EA	15	\$3,400.00	\$51,000.00	9.00	9.00	9.00	\$	\$ 30,600.00	60%
67.0	Type C-1 Inlet (Pre Cast)	EA	17	\$5,400.00	\$91,800.00	18.00	18.00	18.00	\$	\$ 97,200.00	106%
68.0	Type B Inlet (Pre Cast)	EA	1	\$2,500.00	\$2,500.00	0.00	0.00	0.00	\$	\$	0%
69.0	Type C Inlet (Pre Cast)	EA	3	\$4,500.00	\$13,500.00	4.00	4.00	4.00	\$	\$ 18,000.00	133%
70.0	Type F Inlet (Pre Cast)	EA	1	\$3,300.00	\$3,300.00	1.00	1.00	1.00	\$	\$ 3,300.00	100%
70.1	Asphalt Mill & Overlay (2-inches)	SY	1000	\$20.00	\$20,000.00	588.33	588.33	588.33	\$	\$ 11,706.60	59%
71.0	Safety End Treatment (for 36" RCP)	EA	1	\$12,000.00	\$12,000.00	0.00	0.00	0.00	\$	\$	0%
71.1	Sheet Pile Weir Adjustment	LS	1	\$18,000.00	\$18,000.00	1.00	1.00	1.00	\$	\$ 18,000.00	100%
					\$13,017,539.00	Subtotal Storm Items		3	\$	\$ 12,752,286.00	39%
Channel & Retaining Wall Items											
72.0	Remove and Dispose of Concrete rubble and concrete structures	CY	130	\$22.00	\$2,860.00	5.00	5.00	5.00	\$	\$ 110.66	4%
73.0	Remove and Dispose of Concrete Channel Lining & Low Flow, all thicknesses	SY	1435	\$18.00	\$25,830.00	1682.21	1682.21	1682.21	\$	\$ 30,279.73	117%
73.0	Concrete Channel Lining, 8" nominal thickness	SY	684	\$135.00	\$92,340.00	684.00	684.00	684.00	\$	\$ 92,340.00	100%
75.0	Remove and Dispose of existing pedestrian bridge	EA	2	\$5,000.00	\$10,000.00	1.00	1.00	1.00	\$	\$ 5,000.00	50%
76.0	Retaining Wall (Spread Footing)	SF	6634	\$79.50	\$524,086.00	7269.50	7269.50	7269.50	\$	\$ 574,290.50	110%
77.0	Containment Rail (CIW)	LF	15.8	\$235.00	\$3,713.00	208.00	208.00	208.00	\$	\$ 48,880.00	132%
78.0	Pedestrian Handrail (PRD-13, TYPE B)	LF	517	\$73.00	\$37,741.00	574.00	574.00	574.00	\$	\$ 41,902.00	111%
80.0	Pipe Gate	EA	1	\$1,800.00	\$1,800.00	1.00	1.00	1.00	\$	\$ 1,800.00	100%
81.0	Extended Concrete Curb (for Proposed Wingwalls)	LF	39	\$180.00	\$6,840.00	0.00	0.00	0.00	\$	\$	0%
82.0	Remove and Dispose Handrail/Guardrail	LF	465	\$9.00	\$4,185.00	695.00	695.00	695.00	\$	\$ 6,255.00	149%
83.0	Remove Conc. Retaining Wall	SY	1500	\$13.00	\$19,500.00	288.41	288.41	288.41	\$	\$ 3,749.31	19%
83.1	Temporary Special Shoring for Retaining Wall	LF	420	\$572.00	\$240,240.00	440.00	440.00	440.00	\$	\$ 251,680.00	105%
					\$1,002,552.00	Subtotal Channel & Retaining Items		3	\$	\$ 1,646,247.27	164%
Paving Items											
84.0	Remove and Dispose Concrete Driveways, all thickness	SY	1038	\$8.00	\$8,304.00	738.23	738.23	738.23	\$	\$ 5,905.84	71%
85.0	Remove and Dispose of Existing Asphalt Pavement and base, all thickness	SY	7195	\$7.00	\$50,365.00	7498.72	7498.72	7498.72	\$	\$ 51,840.64	102%
86.0	Remove and Dispose Concrete Pavements (Including All Thickness w/ or w/o Asphalt, Including Subgrade, w/ or w/o Curb, All D	SY	410	\$15.00	\$6,150.00	460.00	460.00	460.00	\$	\$ 6,900.00	112%
87.0	Remove and Dispose of Sidewalks, all thicknesses	SY	195	\$8.00	\$1,576.00	174.24	174.24	174.24	\$	\$ 1,444.44	89%
88.0	Remove Existing Concrete Curb	LF	4190	\$1.50	\$6,285.00	3074.00	3074.00	3074.00	\$	\$ 4,611.00	73%
89.0	Reshaping & Regrading Existing Ditches	LF	178	\$17.00	\$3,026.00	0.00	0.00	0.00	\$	\$	0%
90.0	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	TON	146	\$170.00	\$24,820.00	156.00	156.00	156.00	\$	\$ 26,526.10	107%
91.0	Lime Stabilized Subgrade 8-inch	SY	9909	\$7.00	\$69,363.00	8753.94	8753.94	8753.94	\$	\$ 61,277.58	89%
92.0	Flexible Base Course (temp driveways) Residential up to 12 feet Wide	EA	35	\$350.00	\$12,250.00	35.00	35.00	35.00	\$	\$ 12,250.00	100%
93.0	Reinforced Concrete Pavement 6" Thick	SY	6391	\$63.00	\$402,633.00	8363.22	8363.22	8363.22	\$	\$ 526,882.86	131%
93.1	Concrete Maintenance Access Ramp	SY	300	\$65.00	\$19,500.00	219.74	219.74	219.74	\$	\$ 14,283.19	73%
93.2	Reinforced Concrete Pavement 6" Thick - High Early	SY	1154	\$65.00	\$75,010.00	0.00	0.00	0.00	\$	\$	0%
94.0	Horizontal Dowels, 24-inch	EA	210	\$7.00	\$1,470.00	181.00	181.00	181.00	\$	\$ 1,267.00	86%
95.0	Street Pavement Expansion Joint, with or without Load Transfer	LF	210	\$8.00	\$1,680.00	727.50	727.50	727.50	\$	\$ 5,820.00	346%
96.0	Saw Cutting	LF	373	\$20.00	\$7,460.00	421.00	421.00	421.00	\$	\$ 8,420.00	113%
97.0	Concrete Driveways Including Excavation 6-inch thick (Res)	SF	0	\$7.00	\$0.00	6934.11	6934.11	6934.11	\$	\$ 48,538.77	#DIV/0!
97.1	Concrete Driveways including 6" thick - High Early (res)	SF	8180	\$7.50	\$61,350.00	0.00	0.00	0.00	\$	\$	0%
98.0	6-inch Concrete Curb	LF	4812	\$4.00	\$19,248.00	3191.00	3191.00	3191.00	\$	\$ 12,764.00	66%
99.0	Concrete Pavement Header	LF	367	\$8.00	\$2,936.00	367.00	367.00	367.00	\$	\$ 2,936.00	100%
100.0	Curb Ramp	SF	291	\$16.00	\$4,656.00	451.00	451.00	451.00	\$	\$ 7,216.00	155%
101.0	Sidewalk 4-1/2-inch thick	SF	1512	\$9.00	\$13,608.00	1405.32	1405.32	1405.32	\$	\$ 12,647.88	93%
102.0	Pav Repairs and Replacement with Base material/ Asph Surface	SY	454	\$120.00	\$54,480.00	319.20	319.20	319.20	\$	\$ 38,204.00	70%
					\$847,970.00	Subtotal Paving Items		3	\$	\$ 649,434.61	101%
Wastewater Items											
103.0	Remove and Dispose 4-inch diameter Sanitary Sewer	LF	36	\$17.00	\$612.00	0.00	0.00	0.00	\$	\$	0%
104.0	Remove and Dispose 6-inch diameter Sanitary Sewer	LF	22	\$15.00	\$330.00	30.00	30.00	30.00	\$	\$ 450.00	136%
105.0	Remove and Dispose 8-inch diameter Sanitary Sewer	LF	22	\$37.00	\$814.00	99.00	99.00	99.00	\$	\$ 3,662.00	450%
106.0	Remove and Dispose 10-inch diameter Sanitary Sewer	LF	110	\$27.00	\$2,970.00	159.00	159.00	159.00	\$	\$ 4,293.00	145%
107.0	Remove and Dispose 15-inch diameter Sanitary Sewer	LF	22	\$33.00	\$726.00	22.00	22.00	22.00	\$	\$ 726.00	100%
108.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	8	\$820.00	\$6,560.00	0.00	0.00	0.00	\$	\$	0%
109.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	48	\$450.00	\$21,600.00	48.00	48.00	48.00	\$	\$ 21,600.00	100%
110.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$690.00	\$2,760.00	0.00	0.00	0.00	\$	\$	0%
111.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	18	\$800.00	\$14,400.00	0.00	0.00	0.00	\$	\$	0%
112.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	8	\$500.00	\$4,000.00	0.00	0.00	0.00	\$	\$	0%
113.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	184	\$350.00	\$64,400.00	144.00	144.00	144.00	\$	\$ 50,400.00	100%
114.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	16	\$460.00	\$7,360.00	0.00	0.00	0.00	\$	\$	0%
115.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	204	\$210.00	\$42,840.00	189.00	189.00	189.00	\$	\$ 39,890.00	93%
116.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$900.00	\$3,600.00	0.00	0.00	0.00	\$	\$	0%
117.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	28	\$300.00	\$8,400.00	28.00	28.00	28.00	\$	\$ 8,400.00	100%
118.0	Point Repair 4-inch diameter Sanitary Sewer	EA	2	\$2,200.00	\$4,400.00	1.00	1.00	1.00	\$	\$ 2,200.00	50%
119.0	Point Repair 6-inch diameter Sanitary Sewer	EA	2	\$3,200.00	\$6,400.00	0.00	0.00	0.00	\$	\$	0%
120.0	Point Repair 8-inch diameter Sanitary Sewer	EA	4	\$3,400.00	\$13,600.00	0.00	0.00	0.00	\$	\$	0%
121.0	Point Repair 10-inch diameter Sanitary Sewer	EA	8	\$5,600.00	\$44,800.00	0.00	0.00	0.00	\$	\$	0%

WBS No. N-T17000-0018-3
 TRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Raytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date:
 Pay Period:
 Pay Estimate No.
 Rain Days This Month

3/17/2021
 1.5 % Retainage Release
 028A

Item	Item Description	UOM	Est Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
122.0	Paint Repair 15-inch diameter Sanitary Sewer	EA	2	\$3,800.00	\$7,600.00	0.00		0.00	\$	\$	0%
122.1	4-foot diameter precast sanitary sewer manhole	EA	4	\$4,500.00	\$18,000.00	4.00		4.00	\$	\$ 18,000.00	100%
122.2	Construct 4-foot Extra Depth Sanitary Sewer Manhole	VF	3	\$200.00	\$600.00	0.00		0.00	\$	\$	0%
					\$245,692.00				\$	\$ 150,422.00	61%
	Water Items										
123.0	Adjust existing meter box to new grade	EA	20	\$800.00	\$16,000.00	20.00		20.00	\$	\$ 16,000.00	100%
124.0	Remove and Dispose 8-inch diameter Water Line	LF	52	\$18.00	\$936.00	0.00		0.00	\$	\$	0%
125.0	Remove and Dispose 20-inch diameter Water Line	LF	51	\$40.00	\$2,040.00	51.00		51.00	\$	\$ 2,040.00	100%
126.0	Cap, plug and abandon existing 8-inch diameter Water Line	EA	16	\$1,200.00	\$19,200.00	16.00		16.00	\$	\$ 19,200.00	100%
127.0	8-inch diameter Water Line by Open-cut	LF	258	\$140.00	\$36,120.00	123.00		123.00	\$	\$ 17,220.00	48%
128.0	8-inch diameter DIP water line by open-cut with restrained joints	LF	273	\$250.00	\$68,250.00	398.00		398.00	\$	\$ 99,500.00	178%
129.0	20-inch diameter Water Line by Open-cut	LF	10	\$160.00	\$1,600.00	10.00		10.00	\$	\$ 1,600.00	100%
130.0	20-inch diameter DIP water line by open-cut with restrained joints	LF	40	\$360.00	\$14,400.00	40.00		40.00	\$	\$ 14,400.00	100%
131.0	8-inch diameter wet connection	EA	16	\$1,400.00	\$22,400.00	16.00		16.00	\$	\$ 22,400.00	100%
132.0	20-inch diameter wet connection	EA	2	\$3,500.00	\$7,000.00	2.00		2.00	\$	\$ 7,000.00	100%
132.1	Repair damaged water service lines, 4-inch	LF	150	\$80.00	\$12,000.00	0.00		0.00	\$	\$	0%
132.2	Repair damaged water service lines, 6-inch	LF	150	\$90.00	\$13,500.00	0.00		0.00	\$	\$	0%
132.3	Repair damaged water service lines, 8-inch	LF	150	\$100.00	\$15,000.00	0.00		0.00	\$	\$	0%
					\$235,946.00				\$	\$ 199,340.00	82%
	Pavement Marking Items										
133.0	Raised Pav Marker Type I with Two face Reflective (W/V)	EA	3	\$7.00	\$21.00	0.00		0.00	\$	\$	0%
134.0	Thermoplastic Pavement Markings, 4-inch White, Solid	LF	92	\$6.00	\$552.00	0.00		0.00	\$	\$	0%
135.0	Thermoplastic Pavement Markings, 4-inch Yellow, Dashed	LF	10	\$6.00	\$60.00	0.00		0.00	\$	\$	0%
					\$633.00				\$	\$	0%
	Extra Unit Prices										
136.0	Remove misc concrete and masonry	CY	100	\$45.00	\$4,500.00	0.00		0.00	\$	\$	0%
137.0	6-inch Over Excavate trench bottom	LF	100	\$15.00	\$1,500.00	0.00		0.00	\$	\$	0%
138.0	Extra Excavation around obstructions	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$	\$	0%
139.0	Extra Hand Excavation	CY	100	\$35.00	\$3,500.00	1.00		1.00	\$	\$ 35.00	1%
140.0	Extra Machine Excavation	CY	50	\$25.00	\$1,250.00	11.00		11.00	\$	\$ 275.00	22%
141.0	Extra Placement of Backfill Material	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$	\$	0%
142.0	Extra Placement of granular fill	CY	100	\$30.00	\$3,000.00	0.00		0.00	\$	\$	0%
143.0	Extra Cement Stabilized Sand	CY	100	\$40.00	\$4,000.00	0.00		0.00	\$	\$	0%
144.0	Extra Water Fittings in Place	TON	1	\$3,500.00	\$3,500.00	0.00		0.00	\$	\$	0%
145.0	Extra Grade 60 Reinforcing Steel	LB	1000	\$2.00	\$2,000.00	0.00		0.00	\$	\$	0%
146.0	Extra Class "A" concrete with or without forms (complete-in-place)	CY	300	\$65.00	\$19,500.00	0.00		0.00	\$	\$	0%
146.1	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	LF	2500	\$25.00	\$62,500.00	118.00		118.00	\$	\$ 2,950.00	5%
146.2	Installation of chain link fence, Complete in place	LF	1500	\$30.00	\$45,000.00	0.00		0.00	\$	\$	0%
					\$142,250.00				\$	\$ 3,260.00	2%
	Cash Allowances										
147.0	City of Houston Permits	LS	1	\$3,000.00	\$3,000.00	0.00		0.00	\$	\$	0%
148.0	Street Cut Permit	LS	1	\$3,000.00	\$3,000.00	0.67		0.67	\$	\$ 2,023.70	67%
149.0	HCFCD Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$	\$	0%
150.0	TPDES Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$	\$	0%
151.0	Proposed Power Pole and/or street light pole removal/relocation/replacements with re-circuit	LS	1	\$30,000.00	\$30,000.00	0.00		0.00	\$	\$	0%
152.0	Work Change Directives	LS	1	\$2,000,000.00	\$2,000,000.00	0.00		0.00	\$	\$	0%
152A	Remove 36" RCP & Replace with 5x2 RCB	LF	170	\$380.00	\$64,600.00	170.00		170.00	\$	\$ 64,600.00	100%
152B	Remove 36" RCP & Replace with 36" RCP	LF	60	\$229.00	\$13,740.00	60.00		60.00	\$	\$ 13,740.00	100%
152C	Install 24" RCP	LF	420	\$134.00	\$56,280.00	440.00		440.00	\$	\$ 58,960.00	105%
152D	Adjust 88 Inlet	EA	2	\$2,460.00	\$4,920.00	2.00		2.00	\$	\$ 4,920.00	100%
152E	Install 8' Diameter Manhole	EA	1	\$13,400.00	\$13,400.00	1.00		1.00	\$	\$ 13,400.00	100%
152F	MIL/Surface Asphalt, Including Base Material at Trench	SY	515	\$45.00	\$23,175.00	515.00		515.00	\$	\$ 23,175.00	100%
152G	Manhole at 24" Leads	EA	1	\$3,260.00	\$3,260.00	1.00		1.00	\$	\$ 3,260.00	100%
152H	Remove & Install Wooded Fence	LF	40	\$30.00	\$1,200.00	40.00		40.00	\$	\$ 1,200.00	100%
152I	Remove & Install Chainlink Fence	LF	140	\$35.00	\$4,900.00	140.00		140.00	\$	\$ 4,900.00	100%
152J	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	1.00		1.00	\$	\$ 2,500.00	100%
152K	Traffic Control & Flagging	LS	1	\$4,500.00	\$4,500.00	1.00		1.00	\$	\$ 4,500.00	100%
152L	Magnolia Tree Removal at 10015 Larston	LS	1	\$750.00	\$750.00	1.00		1.00	\$	\$ 750.00	100%
152M	Pine Tree Removal at 10023 Larston St	LS	1	\$1,300.00	\$1,300.00	1.00		1.00	\$	\$ 1,300.00	100%
152N	Temporary Asphalt Along Long Branch	LS	1	\$8,223.00	\$8,223.00	1.00		1.00	\$	\$ 8,223.00	100%
152O	Change Order 01 - Remove 36-inch RCP, Replace with 7x4 RCB	LS	1	\$225,362.50	\$225,362.50	0.94		0.94	\$	\$ 212,686.76	94%
200.0	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	EA	16.0	\$575.00	\$9,200.00	14.00		14.00	\$	\$ 8,050.00	88%
201.0	Adjust Manhole Frame & Cover	EA	13.0	\$1,600.00	\$20,800.00	13.00		13.00	\$	\$ 20,800.00	100%
202.0	Roadway Excavation with or without subgrade	CY	2,808.0	\$28.00	\$78,624.00	2808.00		2808.00	\$	\$ 78,623.89	100%
203.0	8-inch thick Reinforced Concrete Pavement, including Final Grading per Details	SF	\$3,000.0	\$9.50	\$28,500.00	\$3228.00		\$3228.00	\$	\$ 305,666.00	100%
204.0	Construct ADA Compliant Wheelchair Ramp, including ADA Truncated Domes (complete in place)	SF	100.0	\$25.00	\$2,500.00	60.00		60.00	\$	\$ 1,500.00	60%
205.0	Grading	CY	2,815.0	\$14.00	\$39,410.00	2815.00		2815.00	\$	\$ 39,410.00	100%
206.0	Lime	TON	98.0	\$200.00	\$19,600.00	134.28		134.28	\$	\$ 26,856.00	137%
207.0	Lime Manipulation	SY	5,478.0	\$10.00	\$54,780.00	6686.78		6686.78	\$	\$ 66,867.80	103%

WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St
 Houston, Texas 77080

Today's Date: 3/17/2021
Pay Period: 1.5 % Retainage Release
Pay Estimate No.: 028A
Rain Days This Month:

Item	Item Description	UOM	Est Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
208.0	Install Removable Siltard (Including all necessary items)	EA	7.0	\$750.00	\$5,250.00	7.00		7.00	\$	\$ 5,250.00	100%
209.0	Meadow Installation	SF	175,168.0	\$0.50	\$87,584.00	75085.00		75085.00	\$	\$ 37,542.50	43%
210.0	Trees - 15g	EA	258.0	\$250.00	\$64,500.00	258.00		258.00	\$	\$ 64,500.00	100%
211.0	Trees - 30g	EA	71.0	\$450.00	\$31,950.00	71.00		71.00	\$	\$ 31,950.00	100%
212.0	Trees - 45g	EA	90.0	\$550.00	\$49,500.00	90.00		90.00	\$	\$ 49,500.00	100%
213.0	Trees - 65g	EA	113.0	\$900.00	\$101,700.00	113.00		113.00	\$	\$ 101,700.00	100%
214.0	Mulch Beds - mulch	SF	503.0	\$57.70	\$29,023.10	503.00		503.00	\$	\$ 29,023.10	100%
215.0	Mulch Beds - soil amendments	SF	27,139.0	\$1.50	\$40,708.50	27139.00		27139.00	\$	\$ 40,708.50	100%
216.0	Mow Strip (Sodding)	SY	2,450.0	\$8.00	\$19,600.00	2450.00		2450.00	\$	\$ 19,600.00	100%
217.0	24-Month Maintenance Establishment Period	LS	1.0	\$185,000.00	\$185,000.00	0.30		0.30	\$	\$ 55,500.00	30%
218.0	Wingwall Structure Around Existing Inlets	EA	3.0	\$15,000.00	\$45,000.00	0.00		0.00	\$	\$ -	0%
219.0	Toe Wall	LF	650.0	\$28.50	\$18,525.00	642.00		642.00	\$	\$ 18,297.00	99%
152P	Soil Remediation	LS	1.0	\$147,388.20	\$147,388.20	0.81		0.81	\$	\$ 119,384.44	81%
152Q	RCB Cleaning	LS	1.0	\$59,446.39	\$59,446.39	1.00		1.00	\$	\$ 59,446.39	100%
					\$2,262,862.50			Subtotal Cash Allowances	\$	\$ -	80%


 Contractor _____
 Date 3/17/2021

Owner _____
 Date

Overall Totals
 Work Change Directive Budget \$19,020,319.50
 Work Change Directive Completed To Date \$2,000,500.00
 Remaining Work Change Directive Budget \$1,585,603.62
 Remaining Work Change Directive Budget \$414,386.38

\$0.00 \$18,024,570.07 94.76%
 Retainage (5%) \$ 901,228.50
 Previous Released Retainage \$ 356,929.41
 Released Retainage \$ 270,368.55
 Remaining Retainage \$ 273,930.54
 Sub Total \$17,750,639.53
 Less Total Previous Payment \$17,480,270.98
 Amount due this Estimate \$270,368.55

swa

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

Date: March 10, 2021
Invoice No: 184419
For Period: February
Project No: RHTT001
Project Manager: James Vick

Project Work Order #19-Gessner CA

WORK PERFORMED:

Construction Phase Services.

Professional Services from February 1, 2021 to February 28, 2021

Professional Personnel

	Hours	Rate	Amount
Principal Rentrop, Rhett	4.50	210.00	945.00
Associate Principal Bruner, Clayton	3.00	172.90	518.70

Total Fee Due This Invoice

1,463.70

Total Due this Invoice

\$1,463.70

Authorized Fee:	\$ 48,370.00
Previously Billed:	\$ 46,860.45
Billed to Date:	\$ 48,324.15
Remainder Fee:	\$ 45.85

Remit to:
SWA Group
P.O. Box 5904
Sausalito, CA 94966

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.



Code No. 1732A
03/16/2021

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

AGENDA MEMORANDUM

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

5. Approve Interlocal Agreement with City of Houston.

**TIRZ 17 DETENTION PROJECT COST SHARE
INTERLOCAL AGREEMENT**

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE ANN. Ch. 791) by and between the **CITY OF HOUSTON**, a municipal corporation and home-rule municipality under the laws of the State of Texas (the "City"), and the **TIRZ 17 MEMORIAL CITY REDEVELOPMENT AUTHORITY**, a local government corporation, organized and existing under the laws of the State of Texas (the "Authority"), acting by and through its governing body, the Board of Directors, on behalf of **REINVESTMENT ZONE NUMBER SEVENTEEN, CITY OF HOUSTON, TEXAS**, a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code ("TIRZ 17"). The City and the Authority are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." This Agreement shall become effective ("Effective Date") as of the date that is has been executed by all Parties hereto.

WITNESSETH:

WHEREAS, the State of Texas, through the Texas Division of Emergency Management, an agency of the State of Texas ("TDEM"), has entered into a Grant Agreement with the Federal Emergency Management Agency ("FEMA") to receive federal funding (the "Grant Funds") for cost-effective post-disaster projects under the Hazard Mitigation Grant Program, pursuant to Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, the City desires to design and construct a detention basin and the necessary and related conveyance network improvements to provide maximum regional flood reduction benefits in the Memorial City area (the "TIRZ 17 Detention Project" or the "Project") as shown on attached **EXHIBIT "A"**; and

WHEREAS, in order to complete the Project, the City must first undertake and complete the necessary engineering design and environmental permitting actions (the "Phase I Activities") for which the Parties estimate a total cost not to exceed **THREE MILLION EIGHT HUNDRED FIFTY THOUSAND and NO/100 (\$3,850,000.00)**; and

WHEREAS, the City has submitted an application for federal assistance to TDEM to receive an award of the Grant Funds and TDEM has approved the application and authorized a grant award of **THREE MILLION EIGHT HUNDRED FIFTY THOUSAND and NO/100 (\$3,850,000.00)** for the completion of Phase I of the Project (the "Phase I Grant Award"); and

WHEREAS, TDEM and the City have entered into a Sub-Grant Agreement for the Phase I Activities (the “Phase I Sub-Grant Agreement”), as of _____, being Contract No. _____, pursuant to Ordinance No. _____ a copy of which is attached hereto and incorporated by reference as **EXHIBIT “B”**, obligating the City to distribute and make eligible use of the Grant Award for the Phase I Activities, pursuant to the terms of the Phase I Sub-Grant Agreement, and to contribute TWO MILLION ONE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED SEVENTY SEVEN and 39/100 (\$2,125,877.39) of the Grant Award as its “Local Cost Share” (therein defined) for the Phase I Activities (the “Phase I Local Cost Share”); and

WHEREAS, upon successful completion of the Phase I Activities, and with approval of the relevant project documents for those activities by TDEM and FEMA, the City must undertake and complete the necessary construction activities (the “Phase II Activities”), for which the Parties estimate a total cost not to exceed FIFTY TWO MILLION TWENTY FOUR THOUSAND FIVE HUNDRED THIRTY FOUR and 20/100 (\$52,024,534.20), and will enter into a sub-grant agreement with TDEM for those Phase II Activities (“Phase II Sub-Grant Agreement”), a copy of which will be provided to the Authority, obligating the City to distribute and make use of the Grant Award for the Phase II Activities pursuant to the terms of the Phase II Sub-Grant Agreement and to contribute an estimated TWENTY SEVEN MILLION SEVEN HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED NINETY FIVE and 20/100 (\$27,748,195.20) of the Grant Award as its “Local Cost Share” (therein defined) for the Phase II Activities (“Phase II Local Cost Share”); and

WHEREAS, the Phase I Activities and Phase II Activities may hereinafter be referred to collectively as the “Project,” the Phase I Local Cost Share and the Phase II Local Cost Share may hereinafter be referred to collectively as the “Local Cost Share,” and the Phase I Sub-Grant Agreement and Phase II Sub-Grant Agreement may hereinafter be collectively referred to as the “Sub-Grant Agreements”; and

WHEREAS, the Parties agree that completion of the Project will provide a desired public benefit within the boundaries of TIRZ 17, and the Authority shall contribute the full amount of the Local Cost Share for the Project (the “Authority’s Contribution”) to facilitate the completion of the Project and further prevent area flooding; and

WHEREAS, the Parties agree that, upon completion, the detention basin will be added to the Houston Public Works inventory for operations and maintenance, the maintenance requirements associated with the detention structure will be a function of the final design, and Houston Public Works shall ensure maintenance capacity is available as design options are considered.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties herein named, the Parties agree as follows:

**ARTICLE I.
DUTIES OF THE CITY**

A. COMPLIANCE WITH SUB-GRANT AGREEMENTS

1.1 City's Obligation to Comply with Terms of Sub-Grant Agreement. The Parties acknowledge and agree that the City shall complete the Project pursuant to the terms and conditions of this Agreement and the Sub-Grant Agreements, as incorporated herein. The City shall be responsible for completing the Project in conformity with all applicable laws, rules, regulations, orders, standards, and program guidelines referenced therein, including the terms, provisions, and requirements set forth in the Exhibits of those Sub-Grant Agreements. Specifically, the Authority acknowledges and agrees that the City may contract with one or more contractors or private entities for the completion of the Project and that the City shall cause such contractors to agree that any work done for and on behalf of the Project by themselves and/or their subcontractors will comply with the terms of the Sub-Grant Agreements and that all such contracts entered into and funded by the Sub-Grant Agreements will include all federally required contractual provisions and comply with the terms of the Sub-Grant Agreements in all other respects.

B. PROJECT ACTIVITIES

1.2 Scope of Project. The Parties acknowledge and agree that the Project shall consist solely of the scope identified in the Sub-Grant Agreements.

1.3 City's Management Obligations. The Parties acknowledge and agree that the City shall manage the Project through completion which shall include, without limitation, the authority to: (i) procure the necessary service providers; (ii) establish timelines for the production and delivery of materials; (iii) issue directives in the resolution of day-to-day design and permitting tasks; (iv) make all other material decisions, including selecting contract terms, managing form and content of submissions, evaluating sufficiency of the materials produced, and implementing any necessary time or cost-reduction measures.

1.4 Delivery of the Plans. Notwithstanding the preceding provision, the City will design and deliver 30%, 60%, 90%, and 100% plans (the "Plans") for the Project to the Authority for review and comments. Should the Authority have concerns over the plans, it shall, within fourteen (14) days of receipt from the City ("Comment Period"), deliver written comments for the City's consideration. The City agrees to work cooperatively with the Authority to resolve any concerns; provided, however, the City's oversight, management, and decision with regard to the sufficiency and desirability of the Plans shall be superior and final. Failure to comment within the Comment Period will be treated as the Authority's having no objection to the submitted Plans. The City shall then submit 100% plans to the Authority which shall be reviewed, commented on, and approved in the same manner and subject to the City's same superior oversight rights as the 30%, 60%, and 90% plans.

1.5 Authority's Access to Project Documents. The Authority shall have access to and the right to be furnished with, at any time and upon request, documents relevant to the completion of the Project, including, but not limited to, relevant drawings, specifications, agreements, permits, approvals, permissions, letters, denials, and any other relevant documents and correspondence concerning the completion of the Project. The City agrees to permit the Authority to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

1.6 Audit, Records, and Reports.

- (a) The City shall, upon the request of the Chair of the Authority's Board of Directors, or his/her respective designee, make available to the Authority at the City's principal office, or other location as agreed upon by both Parties, all records, reports, and other information and data, including financial records sufficient to ensure proper accounting and disbursements relating to the Project. The City agrees to allow the Authority to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This Article I(B), Section 1.6(a) shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.
- (b) In compliance with the Disaster Recovery Reform Act of 2018, the Parties acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

1.7 Period of Performance. The Parties understand that the Sub-Grant Agreements identify a Period of Performance by which the work covered under the Sub-Grant Agreements must be completed. The City agrees to fulfill its obligation in accordance with the Period of Performance.

1.8 Unused Funds. The Parties acknowledge and agree that FEMA or TDEM may recover unused funds, or funds otherwise due as a result of later refunds, corrections, or other transactions during and after the closeout of the Sub-Grant Agreements. The Parties agree that the City will reimburse FEMA or TDEM in a sum equivalent to the amount of any funds determined to be subject to such a reimbursement. This section shall survive the expiration or earlier termination of this Agreement.

1.9 Good Faith Cooperation. Should the City decide to appeal any adverse decision tendered by TDEM, the City shall advise the Authority in writing and the Authority shall, to the extent permitted by law, cooperate in good faith with any and all reasonable inquiries undertaken by or on behalf of the City in connection therewith, at no cost to the City. This section shall survive the expiration or earlier termination of this Agreement.

**C. CITY APPROPRIATION OF FEDERAL AND LOCAL COST SHARES
FOR PHASES I & II**

1.10 City Appropriation for Phase I. To fulfill the obligations under the Phase I Sub-Grant Agreement, the City has appropriated and allocated a total of ONE MILLION SEVEN HUNDRED TWENTY FOUR THOUSAND ONE HUNDRED TWENTY TWO and 61/100 (\$1,724,122.61),

which shall be reimbursed by the “Federal Cost Share” (therein defined) for the Phase I Activities (the “Phase I Federal Cost Share”) out of the Grant Award, and has appropriated and allocated the sum of TWO MILLION ONE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED SEVENTY SEVEN and 39/100 (\$2,125,877.39) to fulfill the Phase I Local Cost Share for the Phase I Activities. Collectively, the appropriated Phase I Local Cost Share and the appropriated and reimbursable Phase I Federal Cost shall constitute the Phase I Sub-Grant Funds (the “Phase I Sub-Grant Funds”). The City shall pay for the costs of the Phase I Activities from the Phase I Sub-Grant Funds.

1.11 City Appropriation for Phase II. The Authority understands that the City must secure an appropriation in the sum of TWENTY FOUR MILLION TWO HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED THIRTY NINE and No/100 (\$24,276,339.00), which shall be reimbursed by the “Federal Cost Share” (therein defined) for the Phase II Activities (the “Phase II Federal Cost Share”) out of the Grant Award and that it must secure an appropriation in the sum of TWENTY SEVEN MILLION SEVEN HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED NINETY FIVE and 20/100 (\$27,748,195.20) to fulfill the Phase II Local Cost Share for the Phase II Activities. Collectively, the Phase II Local Cost Share and the Phase II Federal Cost Share shall constitute the Phase II Sub-Grant Funds (the “Phase II Sub-Grant Funds”).

The Authority and the City acknowledge that the City’s ability to fulfill its payment obligation is subject to the requirements of Article XI, Section 5 of the Texas Constitution, Article II, Sections 19 and 19(a) of the City of Houston Charter, and a lawful appropriation. It is expressly understood that the City may not obligate itself by contract to pay more money than the amount the City Council appropriates. It is expressly understood that the City has not appropriated funds to fulfill any obligation created by the terms of this Agreement with respect to the Phase II Sub-Grant Funds. The City shall make best efforts to obtain an Appropriation (defined herein) of funds to fulfill any obligation under this Agreement and shall use all reasonable and lawful means to secure the Appropriation. “Appropriation” means with respect to any payment obligation or other monetary obligation of the City that may from time to time exist or arise under this Agreement during a fiscal year, the approval and setting aside by the City of an adequate amount of funds to satisfy the payment obligation or other monetary obligation of the City. In the event an Appropriation is not obtained by the City to fulfill a payment obligation arising under this Agreement, the City shall use its best efforts to satisfy any requirements for payments or contributions of funds under this Agreement from any other source of funds legally available for this purpose. Provided, however, that nothing herein shall constitute a pledge by the City of any funds, other than funds designated pursuant to a lawful Appropriation from time to time, to pay any money or satisfy any other obligation under any provision of this Agreement. No provision of this Agreement shall be construed to be an obligation of the City to obtain an Appropriation or an obligation constituting indebtedness. Should the City be unable to secure an Appropriation, the Authority’s only remedy is suspension of termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

Should the City be successful in securing an appropriation with respect to the Phase II Sub-Grant Funds, the City shall pay for the costs of the Phase II Activities from the Phase II Sub-Grant Funds.

**ARTICLE II.
DUTIES OF THE AUTHORITY**

2.1 Authority's Obligation to Pay for Phase I Local Cost Share. The Authority agrees to pay the City for the full amount of the Phase I Local Cost Share for the Phase I Activities, in the amount of TWO MILLION ONE HUNDRED TWENTY FIVE THOUSAND EIGHT HUNDRED SEVENTY SEVEN and 39/100 (\$2,125,877.39), by remitting the Authority's Contribution to the City within thirty (30) days of the execution of this Agreement.

2.2 Authority's Obligation to Pay for the Phase II Local Cost Share. The Authority agrees to pay the City for the full amount of the Phase II Local Cost Share for the Phase II Activities, in the amount of TWENTY SEVEN MILLION SEVEN HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED NINETY FIVE and 20/100 (\$27,748,195.20), by remitting the Authority's Contribution to the City within thirty (30) days of written notice from the City. The Parties may amend this Agreement to attach a Phase II Sub-Grant Agreement as an **EXHIBIT "C"** without further City Council action.

2.3 Pro Rata Reimbursements. If any portion of the Local Cost Share is not expended toward the completion of the Project, the City shall reimburse the Authority for its appropriate pro rata share.

**ARTICLE III.
INSURANCE**

3.1 Insurance. The City shall require that each contractor hired in connection with the Project provide those levels of insurance customary for the size and scope of the Project. All insurance policies, except Workers' Compensation and Professional Liability, shall name the City as an additional insured. Each policy must also contain an endorsement to the effect that the issuer shall give at least forty-five (45) days' written notice to the City before the policy may be canceled, materially changed, non-renewed, or reduced in coverage.

**ARTICLE IV.
TERM & TERMINATION**

4.1 Agreement Term. This Agreement shall become effective on the date that it is fully executed by both Parties hereto (the "Effective Date"). Unless otherwise terminated in accordance with this Agreement, the term of this Agreement (the "Agreement Term") shall expire on the ninetieth (90th) day from the end of the Period of Performance as identified in the Sub-Grant Agreements.

The Director and the Authority may mutually agree, by written agreement between the Parties, to extend the Agreement Term or the time of performance for any of the City's obligations set forth in this Agreement. Such right to extend this Agreement is hereby delegated to the Director without necessitating the need of further approval by the City Council.

4.2 Termination for Convenience. The City may terminate this Agreement, at any time, by giving thirty (30) days' written notice to the Authority. Upon such termination, the City shall be relieved of all further obligations hereunder except as follows: the City shall return to the Authority any portion of the Authority's Contribution that the City has not (a) expended or (b) encumbered to pay its obligations for Project under an existing Service Contract (hereinafter defined) at the time of such termination. The Authority may terminate this Agreement at any time, and without cause, and shall be relieved of all further obligations hereunder, by providing thirty (30) days' written notice to the City until the City awards a contract for Phase I or Phase II Activities ("Service Contract"). TERMINATION OF THIS AGREEMENT IS THE PARTIES' ONLY REMEDY FOR TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE PARTIES WAIVE ANY CLAIMS THEY MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE.

4.3 Termination for Cause. Either Party may terminate its performance under this Agreement if the other Party defaults and fails to cure such default after receiving written notice of it. Default occurs if a Party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured Party shall deliver a written notice to the defaulting Party describing the default and the proposed termination date. The proposed termination date must be at least fourteen (14) days after receipt of such notice. The injured Party, at its sole option, may extend the proposed termination date to a later date. If the defaulting Party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting Party does not cure the default before the proposed termination date, the injured Party may terminate its performance under this Agreement on the termination date.

ARTICLE V. WARRANTIES & REPRESENTATIONS

5.1 Representation of the City. The City hereby represents to the Authority that as of the date hereof:

- (a) The City has the power, authority, and legal right under the laws of the State of Texas to enter into and perform this Agreement and the execution, delivery, and performance hereof (i) will not, to the best of its knowledge, violate any applicable judgement, order, law, or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Authority under any agreement or instrument to which the City is a party or by which the City or its assets may be bound or affected.

- (b) Any and all information, reports, papers, and other data (including, without limitations, any and all balance sheets, statements of income or loss, reconciliation of surplus and financial data of any other kind) heretofore furnished, or to be furnished, to the Authority by or on behalf of the City are, or when delivered will be, true and correct in all material respects; all financial data has been, or when delivered will have been, prepared in accordance with

generally accepted accounting principles consistently applied and fully and accurately present, or will present, the financial condition of the subjects thereof as of the dates thereof; and with respect to the financial data heretofore furnished, no materially adverse change has occurred in the financial condition reflected therein since the dates thereof.

(c) No Obligation by Federal Government.

- i. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, the City, contractor, or any other party pertaining to any matter resulting from the contract.

- (d) This is an acknowledgement, such acknowledgement being the absolute essence of this Agreement, that FEMA financial assistance will be used to fund all or a portion of the activities referenced by this Agreement. The City will comply with all applicable laws, rules regulations, executive orders, standards, and program guidelines, including without limitation, Federal and FEMA laws, rules, policies, procedures, and directives.

5.2 Representations of the Authority. The Authority hereby represents to the City as of the date hereof:

- (a) That it is not currently an excluded or disqualified party under 2 C.F.R. pt. 180 or 2 C.F.R. pt. 3000. If, during the term of this Agreement, the Authority becomes aware that it has been categorized as an excluded or disqualified party under either of the above-referenced provisions and by way of its involvement with this or any other federally funded projects, it will notify the City in writing as soon as reasonably practicable. The Authority further agrees that, throughout the term of this Agreement, it will provide any other information that may be necessary for the City to monitor its own compliance with federal debarment and suspension requirements, if applicable.

ARTICLE VI.

TEXAS PUBLIC INFORMATION ACT

6.1 Notice to City of Request. The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"), and that any Party may release any and all information necessary to comply with Texas law without obtaining the prior written consent of any other Party; provided, however, that in the event the Authority receives a written request for information pertaining to this Agreement then the Authority shall promptly notify the City, in writing, of such request.

ARTICLE VII.

NOTICE

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the City at the following address:

City of Houston, Houston Public Works
611 Walker, 20th Floor
Houston, Texas 77002
Attention: Adam Eaton, Engineer
Maureen Crocker, Assistant Director

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Authority at the following address:

TIRZ 17 Memorial City Redevelopment Authority
c/o Hawes Hill & Associates LLP
P.O. Box 22167
Houston, Texas 77227
Attention: Scott Bean, Executive Director

Notice shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed and addressed to the respective other party at the address prescribed in this section or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

ARTICLE VIII. MISCELLANEOUS

8.1 The recitals set forth in this Agreement are, by reference, incorporated into and deemed a part of this Agreement.

8.2 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

8.3 Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

8.4 One or more waivers of any covenant, term or condition of this Agreement by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

8.5 Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this section), embargoes, pandemics, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

8.6 Unless otherwise specified in this Agreement, all remedies of the Parties under this Agreement are cumulative, and the election of any remedy by a Party shall not foreclose that Party from pursuing any other equitable or legal remedy.

8.7 This Agreement is not intended to and shall not create a joint enterprise between the City and the Authority. It is understood and agreed that the Authority and Authority's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the City. It is also understood and agreed that the City and the City's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the Authority.

8.8 The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose.

8.9 Notwithstanding anything contained in the Agreement to the contrary, it is expressly understood and agreed that in the execution of this Agreement, neither Party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

8.10 This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

8.11 Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both Parties hereto. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

8.12 Should any provision of this Agreement require judicial interpretation, the Parties hereto stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of any rule or conclusion that a document should be construed more strictly against the Party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of its choice before the execution of this Agreement.

[SIGNATURE PAGES FOLLOW]

The Parties have executed this Agreement in multiple copies, each of which is an original. IN WITNESS HEREOF, it has on the ____ day of _____, 2020, been executed on behalf of the **CITY OF HOUSTON**.

CITY OF HOUSTON

APPROVED:

By: _____
SYLVESTER TURNER
Mayor

By: _____
CAROL E. HADDOCK, P.E.
Director, Houston Public Works

ATTEST/SEAL:

COUNTERSIGNED BY:

By: _____
Acting,
City Secretary

By: _____
CHRIS B. BROWN
City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

By: _____
HOLLAND SAMANTHA BANKS
Assistant City Attorney

By: _____

It has on the ____ day of _____, 2020, been executed on behalf of the **TIRZ 17 MEMORIAL CITY REDEVELOPMENT AUTHORITY**.

APPROVED AS TO FORM:

**TIRZ 17 MEMORIAL CITY
REDEVELOPMENT AUTHORITY**

By: _____

By: _____

Name: _____

Name: _____

By: _____

By: _____

EXHIBIT "A"
TIRZ 17 DETENTION PROJECT

EXHIBIT "B"
SUB-GRANT AGREEMENT FOR PHASE I ACTIVITIES

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

AGENDA MEMORANDUM

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

6. CIP Committee:

- a. Project update and recommendations from Gauge Engineering, LLC.
 - i. Consider Pay Application No. 28, Briar Branch Channel and Straws Improvements, from Reytec Construction.
 - ii. Consider Service Agreement with Reytec Construction for landscape maintenance.
- b. Project update from The Goodman Corporation.
- c. Project update from SWA.

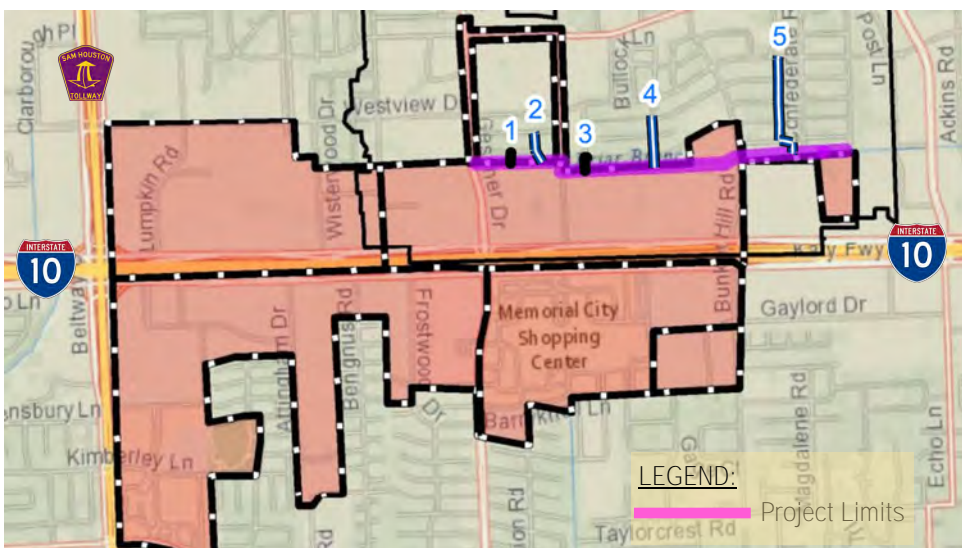
PROGRESS REPORT—MARCH 2021

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

WBS No. N-T17000-0018-3, T-1734 & T-1734B

PROJECT LOCATION

The channel improvement project is approximately 6,200 feet long, from Gessner Road east to Oak Tree Drive, approximately 1,750 feet east of Bunker Hill Road. This project is located in City Council District A.



PROJECT STATUS

- Substantial Completion Walk Through completed
- Punch list items developed
- Contractor addressing punch list items
- Miscellaneous restoration & cleanup in progress

CURRENT TRAFFIC CONTROL CONFIGURATION

- All roads are fully open

PROJECT OBJECTIVE

Improve drainage by increasing conveyance and storage

The Briar Branch (W140-01-00) Channel and Straws Improvements project involves the construction of storm drainage improvements that address and reduce the risk of structural flooding in this area.

PROJECT DESCRIPTION

- The channel improvement project is approximately 6,200 feet long, from Gessner Road east to Oak Tree Drive, approximately 1,750 feet east of Bunker Hill Road. The proposed channel improvements will include constructing box culverts ranging in size from 7-FT x 7-FT to 10-FT x 8-FT RCBs along the length of the system, effectively enclosing the channel.
- The Straw improvements consist of approximately 2,600 linear feet of perpendicular improvements at five separate lateral locations along Briar Branch, from Gessner Road east to Confederate Lane, approximately 1,000 feet east of Bunker Hill Road.
- Included in the channel improvements is the reconstruction of the Bunker Hill Road crossing at Briar Branch from dual 7-FT x 7-FT RCBs to triple 8'x8' RCBs.

Cont. PROGRESS REPORT—MARCH 2021

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

WBS No. N-T17000-0018-3, T-1734 & T-1734B

CONSTRUCTION TIME

- Original Contract time: 24 Months
- Notice to Proceed date: December 17, 2018

CONTACT INFORMATION

Construction Manager (CM)
Gauge Engineering
3200 Wilcrest Drive, Suite 220
Houston, TX 77042



Contractor
Reytec Construction Resources
1901 Hollister St.
Houston, TX 77080



PAYMENT ESTIMATES

Original Contract Amount	\$18,794,957.00
Change Order Amount to Date	\$225,362.50
Current Contract Amount	\$19,020,319.50
Previous Payments	\$17,750,639.53
Current Payment (s) Due— Jan, 2021	\$439,563.12
Contract Completion Date	Original 12/21/2020 Extended 4/1/2021
Balance Remaining	\$995,749.43

PROGRESS PHOTOS



Applying sealant to Access Road



Installing road cushions on Long Branch



Substantial Completion Walkthrough with City staff

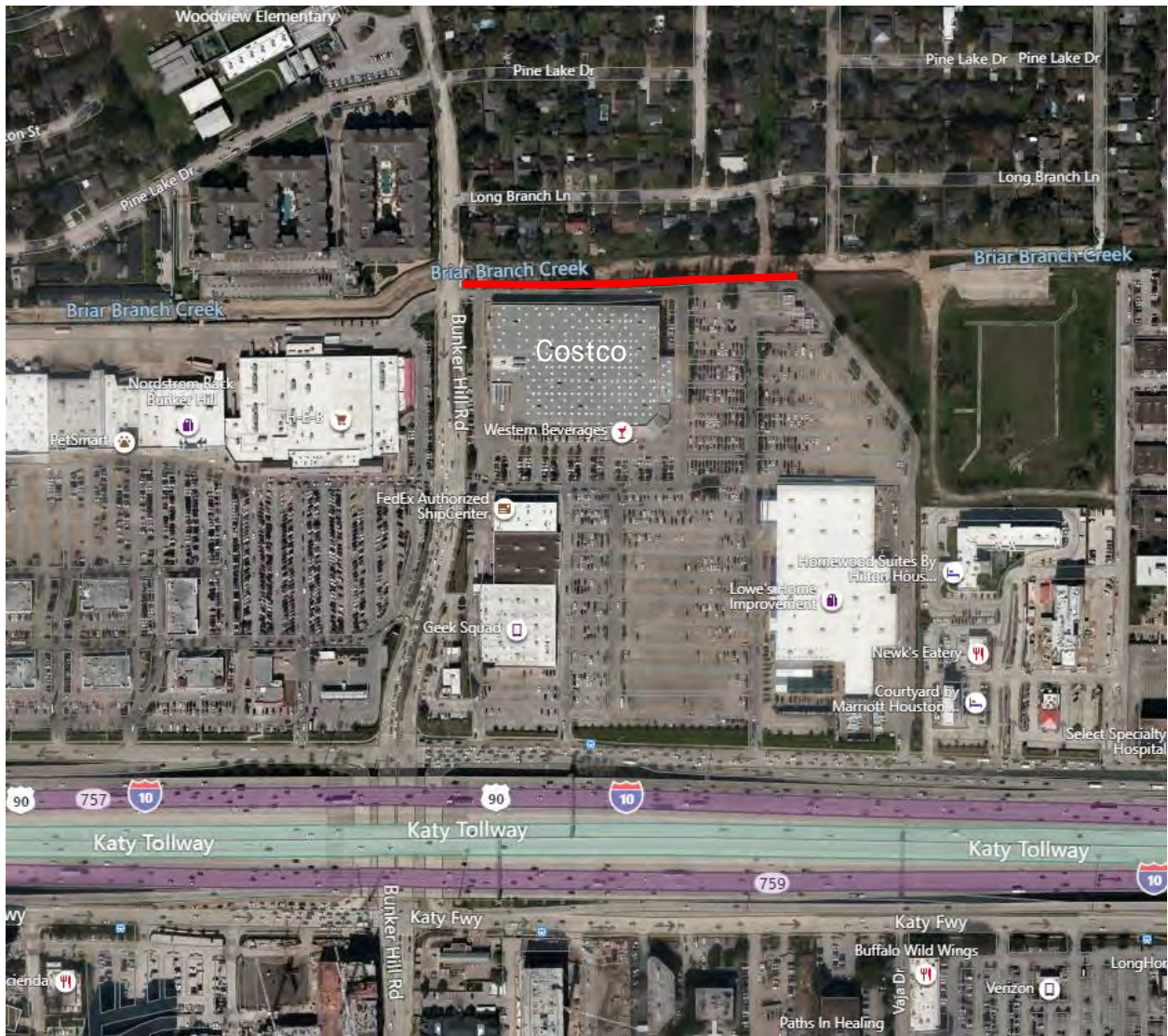


Spreading top soil

W140 CHANNEL PRE/POST CONSTRUCTION PICS



Approximate fence location: 



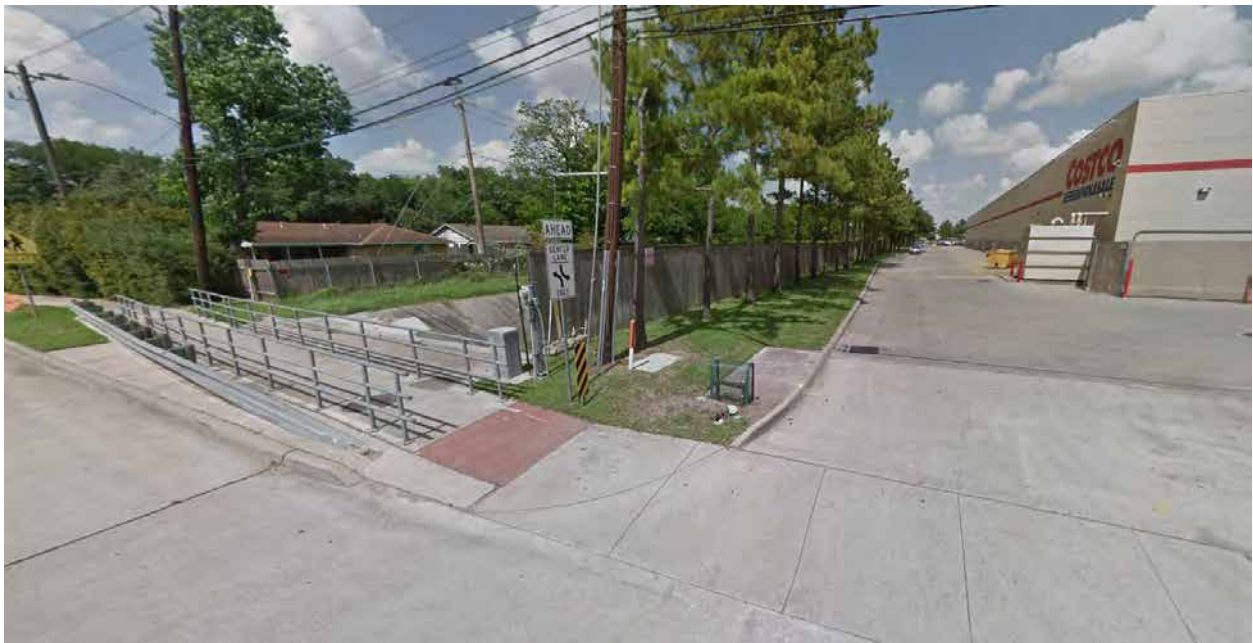
W140 CHANNEL PRE/POST CONSTRUCTION PICS



Pre-construction: On Bunker Hill looking east.



Pre-construction: On Bunker Hill looking northeast.



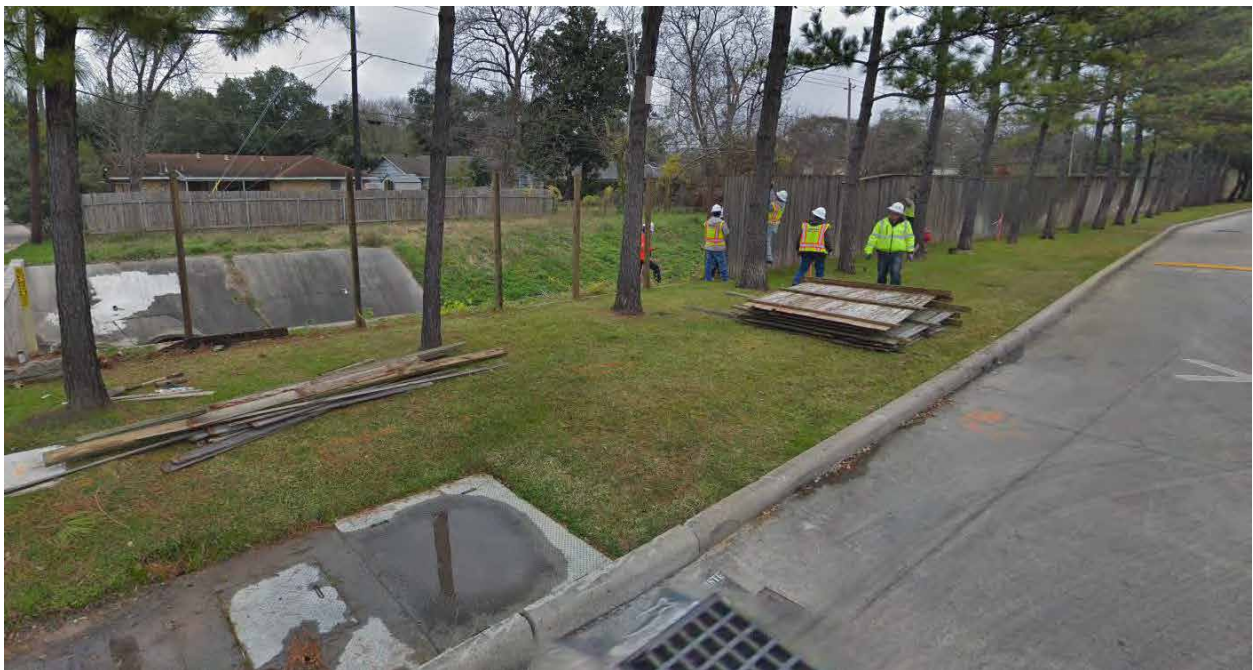
W140 CHANNEL PRE/POST CONSTRUCTION PICS



Pre-construction: Behind Costco, depicting encroaching fence.



During construction: Behind Costco, construction workers disassembling encroaching fence to install third row of reinforced concrete boxes (9-ft x 8-ft)



W140 CHANNEL
PRE/POST CONSTRUCTION PICS



Post-construction: On Bunker Hill looking east



Post-construction: On Access Road looking east



W140 CHANNEL
PRE/POST CONSTRUCTION PICS



Post-construction: On Access Road looking west.



Post-construction: Proposed Landscaping





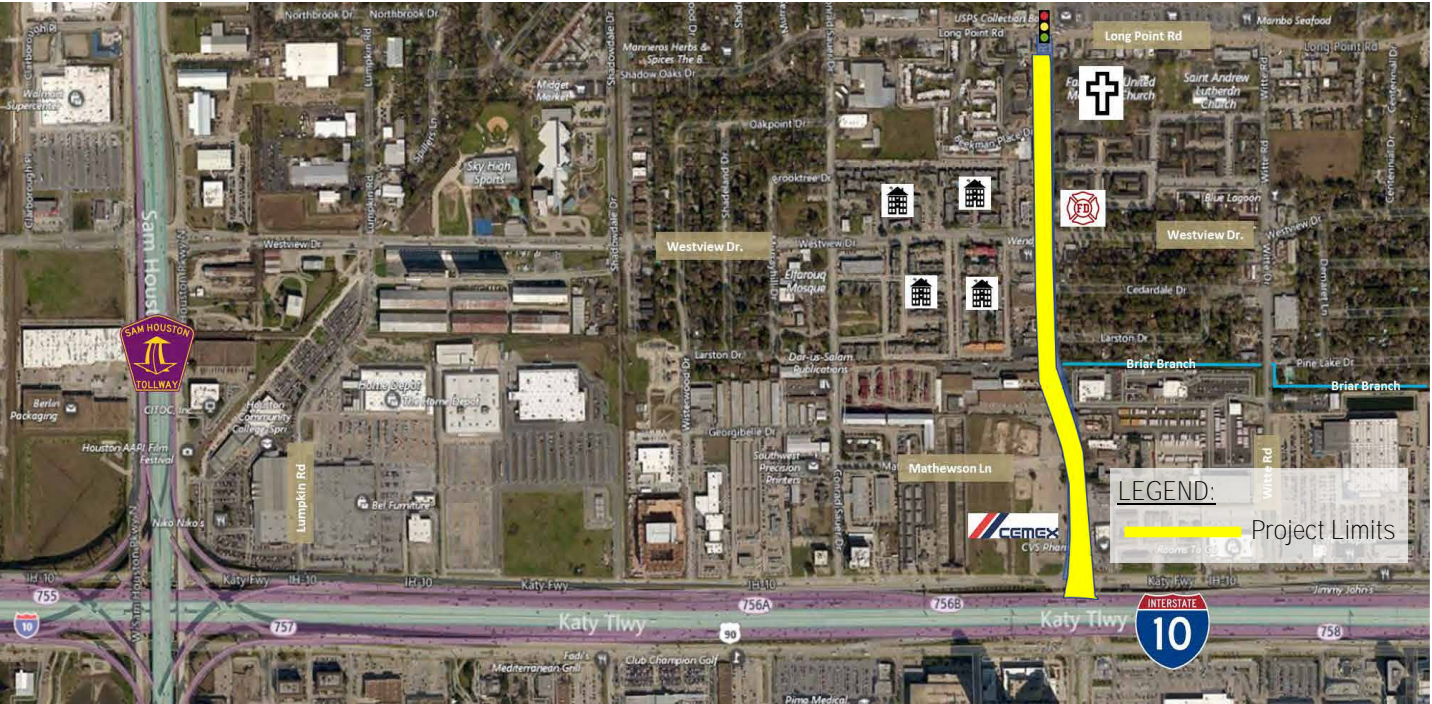
PROGRESS REPORT—MARCH 2021

Gessner Road Improvements

WBS No. N-T17000-0010-3, CSJ: 0912-72-373 (T-1732A & T-1732B)

PROJECT LOCATION

The Gessner Rd improvement project is approximately 3,200 feet long, from North of Interstate 10 to south of Long Point. This project is located in City Council District A within the TIRZ 17 limits.



PROJECT DESCRIPTION:

Gessner Road is a major thoroughfare that carries approximately 42,000 vehicles per day. The Gessner Road Improvement project is one of the critical capital improvement projects to be undertaken by TIRZ 17, and will provide improved drainage, mobility and quality of life.

TIRZ 17 successfully secured federal funding to partially fund the construction of Gessner Road. Construction bids were received in early July. The lowest bidder was SER Construction Partners, LLC. SER has successfully completed multiple other TIRZ 17 projects including Lumpkin Road and the Town & Country Ln. Roundabout; both also included significant detention enhancements.

The project proposes to improve drainage issues, mobility, access management, traffic operations, and safety within the project limits. To accomplish these objectives will require full roadway reconstruction, additional storm sewer box culverts (up to 10-FT x 5-FT) will be added to supplement the existing box culvert, the aging water lines are approaching their useful service life and will be replaced, wider sidewalks with soft and hardscape amenities, adhering to the TIRZ's adopted Standards, will be added along with theater district street lighting and the traffic signal at Westview will be fully replaced.



Cont. PROGRESS REPORT—MARCH 2021

Gessner Road Improvements

WBS No. N-T17000-0010-3, CSJ: 0912-72-373 (T-1732A & T-1732B)

CONSTRUCTION TIME

- Contract time: 20 Months
- Notice to Proceed date: October 28, 2019

CONTACT INFORMATION

Construction Management
TxDOT—Houston District

Engineer of Record (EOR)
Gauge Engineering

Contractor
SER Construction Partners



PROJECT STATUS

- Substantial Completion Walkthrough Conducted
- Permanent Traffic Signals Installed
- Loop detector cables installed.
- Landscaping/Irrigation work - In progress
- Trees planting—In progress
- Street Lighting Foundations poured.

CURRENT TRAFFIC CONTROL CONFIGURATION

- All traffic lanes are open except periodic single lane closure for ongoing work

PROGRESS PHOTOS



New Traffic Signal at Westview Drive



Bald Cypress Trees Installation—In progress



Wiring Traffic Signal Controllers at Westview Drive



Street Light Foundations—In progress



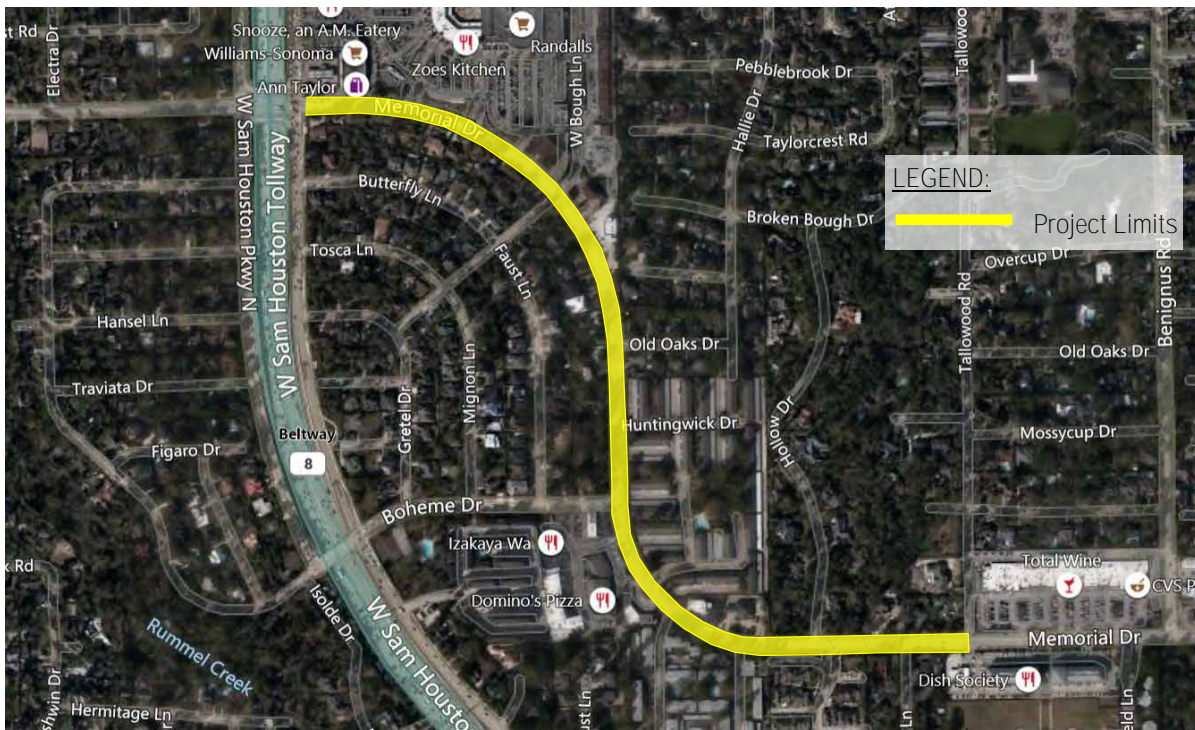
PROGRESS REPORT— MARCH 2021

Memorial Drive Mobility and Drainage Improvements

WBS No. N-T17000-031B-7 , CSJ: 0912-72-391

PROJECT LOCATION

The Memorial Drive improvement project is approximately 4,960 feet long, from East of Beltway 8 to East of Tallowood Road This project is located in the City of Houston within the TIRZ 17 limits.



PROJECT DESCRIPTION:

Memorial City Redevelopment Authority (MCRA)/Tax Increment Reinvestment Zone (TIRZ) 17 on behalf of the City of Houston, and in cooperation with TxDOT is sponsoring the proposed Memorial Drive project. Memorial Drive will be reconstructed from East of Beltway 8 to East of Tallowood Drive in the City of Houston, Harris County.

Memorial Drive is a major thoroughfare that carries 17,500 vehicles per day and one of the critical capital improvement projects to be undertaken by TIRZ 17. The project proposes to improve drainage issues, mobility, access management, traffic operations, and safety within the project limits. The proposed improvements include the following:

- Improving mobility and safety by reconstructing the roadway to two 12-foot wide travel lanes in each direction with a raised median in the center of the road
- Encourage a pedestrian friendly environment by installing 8-foot wide ADA-compliant sidewalks along both sides of the road
- Upgrading subsurface public utilities
- Improve traffic operations by upgrading existing traffic signals to meet current standards
- Improve drainage by replacing the existing ditches with an upgraded storm sewer system that consists of installing varying sized reinforced concrete boxes and pipes that go up to 10-FT x 10-FT
- Improve Quality of life by installing extensive hardscape and softscape landscaping items

Cont. PROGRESS REPORT—MARCH 2021

Memorial Drive Mobility and Drainage Improvements

WBS No. N-T17000-031B-7 , CSJ: 0912-72-391

CONSTRUCTION TIME

- Contract time: 25 Months
- Notice to Proceed date: August 20, 2020

CONTACT INFORMATION

Construction Management
TxDOT—Houston District



Construction Phase Services
Gauge Engineering, LLC



Contractor
SER Construction Partners



PROJECT STATUS

- Contractor remobilized on 02/01/2021
- Water Line and Sanitary Sewer Work - 90% Completed.
- Temporary sidewalk installed for Pedestrian safety
- 10-ft x 10-ft Storm Sewer box culverts Installation taking place on the south side of Memorial Drive near W153

CURRENT TRAFFIC CONTROL CONFIGURATION

- Two Lanes open
- Two-way Traffic shifted to the northern side of Memorial Drive. Two lanes will be maintained while work zone is on the south side of Memorial Drive.

PROGRESS PHOTOS



10-ft x 10-ft Storm Sewer RCB installation at W153



10-ft x 10-ft Storm Sewer RCB Stockpile



Current Traffic Control Configuration



Storm Sewer RCP Stockpile



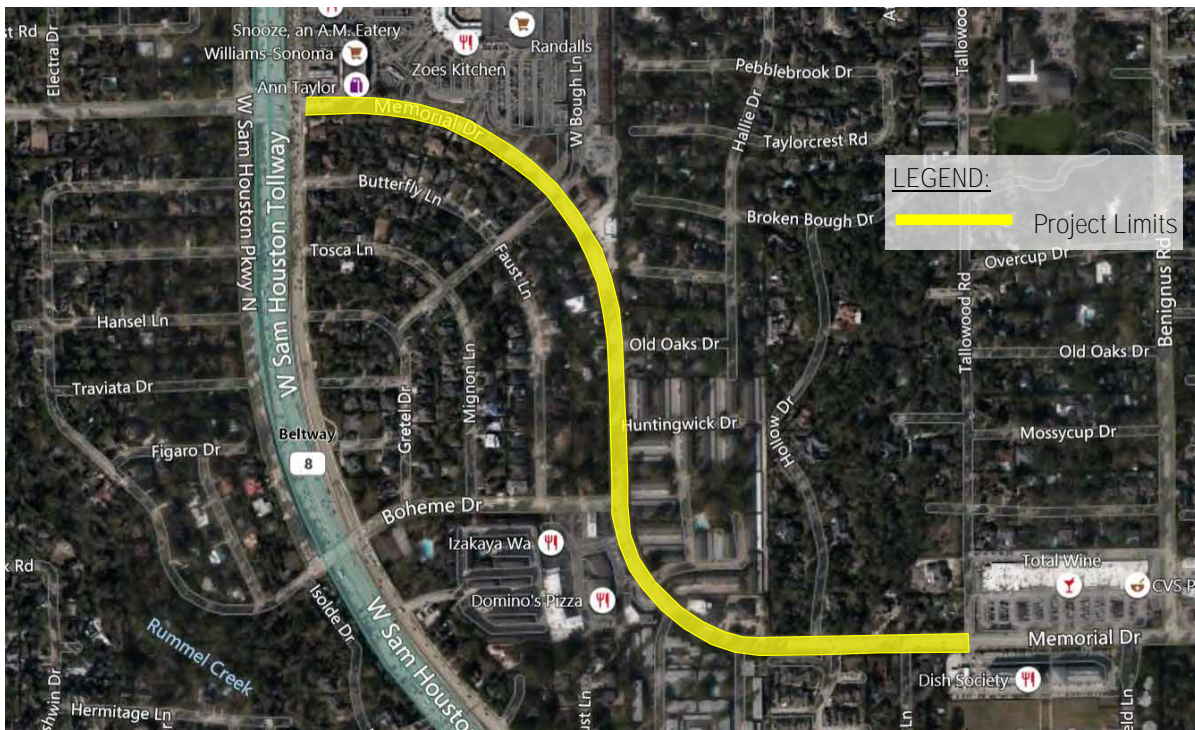
PROGRESS REPORT— MARCH 2021

Memorial Drive Mobility and Drainage Improvements

WBS No. N-T17000-031B-7 , CSJ: 0912-72-391

PROJECT LOCATION

The Memorial Drive improvement project is approximately 4,960 feet long, from East of Beltway 8 to East of Tallowood Road This project is located in the City of Houston within the TIRZ 17 limits.



PROJECT DESCRIPTION:

Memorial City Redevelopment Authority (MCRA)/Tax Increment Reinvestment Zone (TIRZ) 17 on behalf of the City of Houston, and in cooperation with TxDOT is sponsoring the proposed Memorial Drive project. Memorial Drive will be reconstructed from East of Beltway 8 to East of Tallowood Drive in the City of Houston, Harris County.

Memorial Drive is a major thoroughfare that carries 17,500 vehicles per day and one of the critical capital improvement projects to be undertaken by TIRZ 17. The project proposes to improve drainage issues, mobility, access management, traffic operations, and safety within the project limits. The proposed improvements include the following:

- Improving mobility and safety by reconstructing the roadway to two 12-foot wide travel lanes in each direction with a raised median in the center of the road
- Encourage a pedestrian friendly environment by installing 8-foot wide ADA-compliant sidewalks along both sides of the road
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- Improve traffic operations by upgrading existing traffic signals to meet current standards
- Improve drainage by replacing the existing ditches with an upgraded storm sewer system that consists of installing varying sized reinforced concrete boxes and pipes that go up to 10-FT x 10-FT
- Improve Quality of life by installing extensive hardscape and softscape landscaping items

Cont. PROGRESS REPORT—MARCH 2021

Memorial Drive Mobility and Drainage Improvements

WBS No. N-T17000-031B-7 , CSJ: 0912-72-391

CONSTRUCTION TIME

- Contract time: 25 Months
- Notice to Proceed date: August 20, 2020

CONTACT INFORMATION

Construction Management
TxDOT—Houston District



Construction Phase Services
Gauge Engineering, LLC



Contractor
SER Construction Partners



PROJECT STATUS

- Contractor remobilized on 02/01/2021
- Water Line and Sanitary Sewer Work - 90% Completed.
- Temporary sidewalk installed for Pedestrian safety
- 10-ft x 10-ft Storm Sewer box culverts Installation taking place on the south side of Memorial Drive near W153

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- Two-way Traffic shifted to the northern side of Memorial Drive. Two lanes will be maintained while work zone is on the south side of Memorial Drive.

PROGRESS PHOTOS



10-ft x 10-ft Storm Sewer RCB installation at W153



10-ft x 10-ft Storm Sewer RCB Stockpile



Current Traffic Control Configuration



Storm Sewer RCP Stockpile



March 18, 2021

Scott Bean
Memorial City Redevelopment Authority/TIRZ 17
9610 Long Point, Suite 150
Houston, Texas 77055

Reference: Briar Branch (W140-01-00) Channel and Straws Improvements Reconstruction and Drainage
Improvements
Gauge Project No.: 1005
WBS No. N-T17000-0018-3 (T-1734 & T-1734B)
Reytec Construction Resources, Inc. Payment No. 28 & 28A

Dear Mr. Bean:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 28 in the amount of \$169,194.57 & estimate No. 28A in the amount of 270,368.55 (1.5% retainage release) for construction services rendered through February 28, 2021. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$439,563.12** to Reytec.

The following billing information is to be used for payment:

Reytec Construction Resources, Inc.
1901 Hollister St.
Houston, TX 77080

If you have any questions or require additional information, please feel free to contact me at (832) 318-8800.

Sincerely,

A handwritten signature in blue ink, appearing to be "MA", with a long horizontal flourish extending to the right.

Muhammad Ali, P.E.
Project Manager

Enclosures: Reytec Pay Est. No. 28 & 28A

Estimate No. 28 & 28A
 Cut off Date 02/28/21
 Estimate Date 03/17/21

Memorial City Redevelopment Authority/TIRZ 17
Estimate and Certificate for Payment Unit Price Work



Project Name : Briar Branch (W140-01-00) Channel and Straws Improvements Reconstruction and Drainage
 Contractor Name : Reytec Construction Resources, Inc.
 Address : 191 Hollister St., Houston, Texas 77080

WBS No. N-T17000-0018-3 (T-1734 & T-1734B)

Contract Date : 11/31/2018
 Start Date : 12/17/2018
 Current Contract Completion Date : 4/1/2021
 Substantial Completion Date :
 Percentage By Time : 96.17% In Place : 94.76%
 Date Insurance Exp. : 10/16/2020 Drug Policy Due Date: N/A Current M/SBE : 17.86%

CONTRACT TIME IN CALENDAR DAYS
 Original Contract Time : 714
 Approved Extensions : 101
 Total Contract Time : 836
 Days Used to Date : 804
 Days Remaining to Date : 32
 Schedule Update : 11/20/2020

CONTRACT AMOUNT TO DATE :

1- Original Contract Amount **\$18,794,957.00**
 2- Approved Change Orders

No.	Date	Ext.Days	Amount
1		21	\$225,362.50

Total Approved Extentions **21** Total Change Orders to Date **\$225,362.50**

3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date **\$0.00**
TOTAL CONTRACT AMOUNT (excludes WCDs) **\$19,020,319.50**

A. EARNINGS TO DATE

1- Work Completed to Date	94.76% Complete	Current Month Billing	\$178,099.54
2- Material Stored on Site	\$0.00		\$18,024,570.07
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 **\$18,024,570.07**

B. DEDUCTIONS

1- Retainage	5%	Of	\$18,024,570.07	\$901,228.50
2- Retainage Released	2%	Of	\$17,846,470.53	\$(356,929.41)
Retainage Release	1.5%	Of	\$18,024,570.07	\$(270,368.55)
3- Total Retainage				\$273,930.54
4- Liquidated Damages		0.00 Days @	\$5,000.00	\$0.00
5- Assessments				\$0.00
6- Inspector Overtime Costs				\$0.00

TOTAL DEDUCTIONS **\$273,930.54**

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date	\$18,024,570.07
2- Total Deductions	\$273,930.54
3- Total Payments Due	\$17,750,639.53
4- Less Previous Payments	\$17,311,076.41
5- Restoration Adjustment	\$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE	\$439,563.12
BALANCE REMAINING	\$995,749.43

Prepared By Karam Qaddo 3/17/2021
 Karam Qaddo, P.E. Date

Reviewed By Muhammad Ali 3/18/2021
 Muhammad Ali, P.E. Date

Approved By: Scott Bean 03-30-2021
 Scott Bean, TIRZ17 Executive Director Date

Reytec Construction Resources, Inc.

1901 Hollister
Houston, Texas 77080
Office 713.957.4003
Fax 713.681.0077

Briar Branch Channel & Straws Improvements Project Pay Application

March 15, 2021

Mr. Muhammad Ali
Gauge Engineering
3200 Wilcrest Drive, Suite 220
Houston, TX 77042

Re: Memorial City Redevelopment Authority
Briar Branch (W140-01-00) Channel and Straws
Improvements Project
WBS No. N-T17000-0018-3

Dear Muhammad,

Please see attached for pay application 028, for February
2021, Briar Branch (W140-01-00) Channel and Straws
Improvements.

Thanks,



Keegan Droxler
Project Manager
Reytec Construction Resources
832-844-8322
kdroxler@reytec.net

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER):
Memorial City Redevelopment Authority

PROJECT:
Briar Branch (W140-01-00) Channel and Straws Improvements

APPLICATION NO: 028

PERIOD TO: 2/1/2021
2/28/2021

FROM (CONTRACTOR):
Reytec Construction
1901 Hollister Rd.
Houston, Texas 77080
Ph. 713-957-4003; Fax 713-681-0077

PROJECT NO: WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

CONTRACTOR'S APPLICATION FOR

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date	
TOTALS		\$
Net change by Change Orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current Payment shown herein is now due

INSPECTOR:
 By: _____ Date: _____
 CONTRACTOR:
 By: [Signature] Date: 3/13/2021

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	<u>18,794,957.00</u>
2. Net change by Change Order.....	\$	<u>225,362.50</u>
3. CONTRACT SUM TO DATE (Line 1+2).....	\$	<u>19,020,319.50</u>
4. TOTAL COMPLETED & STORED TO DATE.....	\$	<u>18,024,570.07</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	<u>901,228.50</u>
b. _____ % of Stored Material		
c. <u>2</u> % Released Retainage	\$	<u>356,929.41</u>
Total Retainage Remaining (Line 5a + 5b - 5c or	\$	<u>544,299.09</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$	<u>17,480,270.98</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	<u>17,311,076.41</u>
8. CURRENT PAYMENT DUE.....	\$	<u>169,194.57</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	<u>1,540,048.52</u>
(Line 3 less Line 6)		

State of: Texas County of: HARRIS
 Subscribed and sworn to before me this 15th day of MARCH 2021
 Notary Public: [Signature]
 My Commission expires: 9/28/22



ARCHITECT'S CERTIFICATE FOR

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 169,194.57

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Briar Branch Channel & Straws Improvements

Outline Agreement No.: _____ WBS No.: N-T17000-0018-3

Contractor's Company Name: Reytec Construction Resources

Address: 1901 Hollister St. Houston, Texas 77080

CERTIFICATION

Andrew Landry, 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)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/15/2021
Date

Notary Public in and for the State of Texas

My Commission Expires: _____
Expiration Date

Print or Type Name of Notary Public

Memorial City Redevelopment Authority/TIRZ 17 Affidavits of Payment and Unconditional Waivers of Liens

Reytec Construction Resources, Inc has been paid and has received a progress payment in the sum of \$259,213.42 for services, equipment or material furnished to Memorial City Development Authority/TIRZ 17 for the Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the Memorial City Redevelopment Authority/TIRZ 17 through January 31, 2021 only, and does not cover any retention if any labor, services, equipment or materials furnished after that date. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof. .

Andrew Landry
(Signature of Contractor's Representative)

Andrew Landry
(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/15/2021
Date



Terri Hardin
Notary Public in and for the State of Texas

My Commission Expires: 9/28/22
Expiration Date

Terri Hardin
Print or Type Name of Notary Public

Reytec Construction Resources, Inc has been paid and has received a 2 % retainage payment in the sum of \$356,929.41 for substantial completion on the, Memorial City Development Authority/TIRZ 17, Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release only covers 2% of the retainage payment on the Memorial City Redevelopment Authority/TIRZ 17 through February 11, 2021. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof.

Andrew Landry

(Signature of Contractor's Representative)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/15/2021

Date



TERRI HARDIN

Notary Public in and for the State of Texas

My Commission Expires:

9/28/22

Expiration Date

TERRI HARDIN

Print or Type Name of Notary Public

WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Project: Briar Branch (W140-01-00) Channel & Straw Improvements

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date: 3/13/2021
 Pay Period: 2/1/21-2/28/2021
 Pay Estimate No. 028
 Rain Days This Month 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
General Items											
1.0	Mobilization	LS	1	\$600,000.00	\$600,000.00	1.00		1.00	\$ -	\$ 600,000.00	100%
2.0	Portable Changeable Message Sign	Day	176	\$90.00	\$15,840.00	60.00		60.00	\$ -	\$ 5,400.00	34%
3.0	Removable and Salvage Existing Sign	EA	11	\$50.00	\$550.00	11.00		11.00	\$ -	\$ 550.00	100%
3.1	Project ID Sign	EA	1	\$650.00	\$650.00	1.00		1.00	\$ -	\$ 650.00	100%
3.2	Placement of Permanent Signs	EA	25	\$310.00	\$7,750.00	0.00		0.00	\$ -	\$ -	0%
3.3	Remove Existing Pavement Markings	EA	4	\$150.00	\$600.00	0.00		0.00	\$ -	\$ -	0%
4.0	Traffic Control and Regulation	EA	4	\$17,500.00	\$70,000.00	4.00		4.00	\$ -	\$ 70,000.00	100%
5.0	Install PreCast Concrete Traffic Barrier	LF	500	\$32.00	\$16,000.00	250.00		250.00	\$ -	\$ 8,000.00	50%
6.0	Relocate PreCast Concrete Traffic Barrier	LF	3000	\$8.00	\$24,000.00	250.00		250.00	\$ -	\$ 2,000.00	8%
7.0	Remove PreCast Concrete Traffic Barrier	LF	500	\$12.00	\$6,000.00	250.00		250.00	\$ -	\$ 3,000.00	50%
7.1	Remove and Replace Speed Cushions	LS	2	\$4,500.00	\$9,000.00	2.00		2.00	\$ -	\$ 9,000.00	100%
8.0	Flagmen	EA	4	\$12,500.00	\$50,000.00	4.00		4.00	\$ -	\$ 50,000.00	100%
9.0	Tree and Plant Protection	EA	4	\$20,000.00	\$80,000.00	4.00		4.00	\$ -	\$ 80,000.00	100%
10.0	Inlet Protection Barrier (State I & II)	EA	92	\$60.00	\$5,520.00	90.00		90.00	\$ -	\$ 5,400.00	98%
11.0	Reinforced Filter Fabric Barrier	LF	12000	\$1.50	\$18,000.00	10620.00		10620.00	\$ -	\$ 15,930.00	89%
12.0	Stabilized Construction Exit	SY	144	\$40.00	\$5,760.00	123.00		123.00	\$ -	\$ 4,920.00	85%
13.0	Rock Filter Dame-Type 3	LF	35	\$55.00	\$1,925.00	8.00		8.00	\$ -	\$ 440.00	23%
14.0	Groundwater Control for Open-Cut Construction	LF	8727	\$1.00	\$8,727.00	0.00		0.00	\$ -	\$ -	0%
15.0	Site Restoration	LF	10715	\$6.00	\$64,290.00	4831.00	5884.00	10715.00	\$ 35,304.00	\$ 64,290.00	100%
16.0	Adjust existing manhole frame and cover to new grade	EA	11	\$1,400.00	\$15,400.00	11.00		11.00	\$ -	\$ 15,400.00	100%
17.0	Adjust existing valve box to new grade	EA	9	\$470.00	\$4,230.00	9.00		9.00	\$ -	\$ 4,230.00	100%
18.0	Clearing and Grubbing	AC	8	\$15,000.00	\$119,100.00	7.95		7.95	\$ -	\$ 119,250.00	100%
19.0	Trench Safety System for Trench Excavations	LF	20183	\$6.00	\$121,098.00	19066.00		19066.00	\$ -	\$ 114,396.00	94%
20.0	Hydro Mulch Seeding	AC	4	\$1,500.00	\$5,985.00	1.00		1.00	\$ -	\$ 1,500.00	25%
21.0	Sodding	SY	7890	\$5.00	\$39,450.00	7890.00		7890.00	\$ -	\$ 39,450.00	100%
					\$1,289,875.00				\$ 35,304.00	\$ 1,213,806.00	94%
Storm Items											
22.0	Remove and Dispose Manholes all size/depth	EA	3	\$1,000.00	\$3,000.00	5.00		5.00	\$ -	\$ 5,000.00	167%
23.0	Remove and Dispose Inlets all sizes/depth	EA	30	\$250.00	\$7,500.00	30.00		30.00	\$ -	\$ 7,500.00	100%
24.0	Remove and Dispose Storm Pipe 12-inch diameter	LF	35	\$3.00	\$105.00	35.00		35.00	\$ -	\$ 105.00	100%
25.0	Remove and Dispose Storm Pipe 15-inch diameter	LF	82	\$4.00	\$328.00	0.00		0.00	\$ -	\$ -	0%
26.0	Remove and Dispose Storm Pipe 18-inch diameter	LF	133	\$6.00	\$798.00	133.00		133.00	\$ -	\$ 798.00	100%
27.0	Remove and Dispose Storm Pipe 24-inch diameter	LF	301	\$36.00	\$10,836.00	301.00		301.00	\$ -	\$ 10,836.00	100%
28.0	Remove and Dispose Storm Pipe 30-inch diameter	LF	61	\$40.00	\$2,440.00	61.00		61.00	\$ -	\$ 2,440.00	100%
29.0	Remove and Dispose Storm Pipe 36-inch diameter	LF	119	\$45.00	\$5,355.00	158.00		158.00	\$ -	\$ 7,110.00	133%
30.0	Remove and Dispose Storm Pipe 48-inch diameter	LF	71	\$70.00	\$4,970.00	71.00		71.00	\$ -	\$ 4,970.00	100%
31.0	Remove and Dispose Storm Pipe 72-inch diameter	LF	233	\$40.00	\$9,320.00	212.00		212.00	\$ -	\$ 8,480.00	91%
32.0	Remove and Dispose Storm Pipe 84-inch diameter	LF	36	\$60.00	\$2,160.00	36.00		36.00	\$ -	\$ 2,160.00	100%
33.0	Plug & Abandon 18-inch Storm Sewer	LF	38	\$25.00	\$950.00	38.00		38.00	\$ -	\$ 950.00	100%
34.0	Plug & Abandon 24-inch Storm Sewer	LF	9	\$35.00	\$315.00	9.00		9.00	\$ -	\$ 315.00	100%
35.0	Plug & Abandon 36-inch Storm Sewer	LF	177	\$38.00	\$6,726.00	154.00		154.00	\$ -	\$ 5,852.00	87%
36.0	Clean and CCTV Existing Storm Sewer	LF	830	\$11.00	\$9,130.00	230.00		230.00	\$ -	\$ 2,530.00	28%
37.0	Type C manhole for 42-inch diameter and smaller sewers w/rim	EA	25	\$5,200.00	\$130,000.00	19.00		19.00	\$ -	\$ 98,800.00	76%
38.0	Type C manhole for 48-inch to 72-inch diameter sewers w/rim	EA	4	\$8,000.00	\$32,000.00	4.00		4.00	\$ -	\$ 32,000.00	100%
39.0	Manhole Riser for Box Sewer w/rim	EA	23	\$2,200.00	\$50,600.00	23.00		23.00	\$ -	\$ 50,600.00	100%
40.0	Manhole Riser for Box Sewer w/grate	EA	39	\$1,400.00	\$54,600.00	29.00	6.00	35.00	\$ 8,400.00	\$ 49,000.00	90%
41.0	Manhole Risers for Concrete Box Sewers with 50.5 inch cover	EA	9	\$3,900.00	\$35,100.00	5.00	3.00	8.00	\$ 11,700.00	\$ 31,200.00	89%
42.0	Extra Depth Manhole	VF	56	\$100.00	\$5,600.00	0.00		0.00	\$ -	\$ -	0%
42.1	Yard Drains and all work associated with modifying, restoring, and extending them	LF	2000	\$14.00	\$28,000.00	30.00		30.00	\$ -	\$ 420.00	2%
43.0	24-inch Diameter RCP Storm Sewer by open cut	LF	408	\$205.00	\$83,640.00	413.00		413.00	\$ -	\$ 84,665.00	101%
44.0	30-inch Diameter RCP Storm Sewer by open cut	LF	25	\$560.00	\$14,000.00	37.00		37.00	\$ -	\$ 20,720.00	148%
45.0	36-inch Diameter RCP Storm Sewer by open cut	LF	230	\$242.00	\$55,660.00	204.00		204.00	\$ -	\$ 49,368.00	89%

Project: Briar Branch (W140-01-00) Channel & Straw Improvements
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Owner:
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9610 Long Point Road, Ste 150
Houston, Texas 77055

Contractor:
Reytec Construction Resources, Inc
1901 Hollister St.
Houston, Texas 77080

Today's Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No. 028
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Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
46.0	42-inch Diameter RCP Storm Sewer by open cut	LF	28	\$640.00	\$17,920.00	37.00		37.00	\$ -	\$ 23,680.00	132%
47.0	48-inch Diameter RCP Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	62.00		62.00	\$ -	\$ 55,800.00	248%
48.0	72-inch Diameter RCP Storm Sewer by open cut	LF	15	\$680.00	\$10,200.00	16.00		16.00	\$ -	\$ 10,880.00	107%
49.0	7'X6' RCB Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	25.00		25.00	\$ -	\$ 22,500.00	100%
50.0	7'X7' RCB Storm Sewer by open cut	LF	2342	\$535.00	\$1,252,970.00	2334.00		2334.00	\$ -	\$ 1,248,690.00	100%
51.0	8'X4' RCB Storm Sewer by open cut	LF	3029	\$455.00	\$1,378,195.00	3039.00		3039.00	\$ -	\$ 1,382,745.00	100%
52.0	8'X8' RCB Storm Sewer by open cut	LF	8387	\$607.00	\$5,090,909.00	8285.20		8285.20	\$ -	\$ 5,029,116.40	99%
53.0	9'X4' RCB Storm Sewer by open cut	LF	940	\$644.00	\$605,360.00	920.00		920.00	\$ -	\$ 592,480.00	98%
54.0	9'X5' RCB Storm Sewer by open cut	LF	80	\$762.00	\$60,960.00	80.00		80.00	\$ -	\$ 60,960.00	100%
55.0	9'X8' RCB Storm Sewer by open cut	LF	2628	\$740.00	\$1,944,720.00	2496.00		2496.00	\$ -	\$ 1,847,040.00	95%
56.0	10'X8' RCB Storm Sewer by open cut	LF	1314	\$848.00	\$1,114,272.00	1248.00		1248.00	\$ -	\$ 1,058,304.00	95%
57.0	Junction Box (39'X10')	EA	1	\$103,000.00	\$103,000.00	1.00		1.00	\$ -	\$ 103,000.00	100%
58.0	Junction Box (34'x12' w/Restrictor No.3 48"(W) x 54" (H) Three Openings)	EA	1	\$81,500.00	\$81,500.00	1.50		1.50	\$ -	\$ 122,250.00	150%
59.0	Junction Box (34'x10')	EA	3	\$68,500.00	\$205,500.00	3.00		3.00	\$ -	\$ 205,500.00	100%
60.0	Junction Box (26'x26' w/Restrictor No. 1 30"(W) x 36"(H) Dual Openings)	EA	1	\$116,000.00	\$116,000.00	1.00		0.9958190	\$ -	\$ 115,515.00	100%
61.0	Junction Box (26'x14' w/Restrictor No.2 25" (W) x 72"(H) Dual Openings)	EA	1	\$90,000.00	\$90,000.00	1.00		1.00	\$ -	\$ 90,000.00	100%
62.0	Junction Box (15'x13')	EA	1	\$27,000.00	\$27,000.00	1.00		1.00	\$ -	\$ 27,000.00	100%
63.0	Junction Box (14'x13')	EA	1	\$25,700.00	\$25,700.00	0.00		0.00	\$ -	\$ -	0%
64.0	Junction Box (13'x13')	EA	1	\$25,800.00	\$25,800.00	1.00		1.00	\$ -	\$ 25,800.00	100%
65.0	Junction Box (12.5'x7')	EA	3	\$19,100.00	\$57,300.00	4.00		4.00	\$ -	\$ 76,400.00	133%
66.0	Type BB Inlet (Pre Cast)	EA	15	\$3,400.00	\$51,000.00	9.00		9.00	\$ -	\$ 30,600.00	60%
67.0	Type C-1 Inlet (Pre Cast)	EA	17	\$5,400.00	\$91,800.00	18.00		18.00	\$ -	\$ 97,200.00	106%
68.0	Type B Inlet (Pre Cast)	EA	1	\$2,500.00	\$2,500.00	0.00		0.00	\$ -	\$ -	0%
69.0	Type C Inlet (Pre Cast)	EA	3	\$4,500.00	\$13,500.00	4.00		4.00	\$ -	\$ 18,000.00	133%
70.0	Type E Inlet (Pre Cast)	EA	1	\$3,300.00	\$3,300.00	1.00		1.00	\$ -	\$ 3,300.00	100%
70.1	Asphalt Mill & Overlay (2-inches)	SY	1000	\$20.00	\$20,000.00	585.33		585.33	\$ -	\$ 11,706.60	59%
71.0	Safety End Treatment (for 36" RCP)	EA	1	\$12,000.00	\$12,000.00	0.00		0.00	\$ -	\$ -	0%
71.1	Sheet Pile Weir Adjustment	LS	1	\$18,000.00	\$18,000.00	0.00	1.00	1.00	\$ 18,000.00	\$ 18,000.00	100%
					\$13,017,539.00				\$ 38,100.00	\$ 12,752,286.00	98%
	Channel & Retaining Wall Items										
72.0	Remove and Dispose of Concrete rubble and concrete structures	CY	130	\$22.00	\$2,860.00	5.03		5.03	\$ -	\$ 110.66	4%
73.0	Remove and Dispose of Concrete Channel Lining & Low Flow, all thicknesses	SY	1435	\$18.00	\$25,830.00	1682.21		1682.21	\$ -	\$ 30,279.78	117%
74.0	Concrete Channel Lining, 8" nominal thickness	SY	684	\$135.00	\$92,340.00	684.00		684.00	\$ -	\$ 92,340.00	100%
75.0	Remove and Dispose of existing pedestrian bridge	EA	2	\$5,000.00	\$10,000.00	1.00		1.00	\$ -	\$ 5,000.00	50%
76.0	Retaining Wall (Spread Footing)	SF	6634	\$79.00	\$524,086.00	7269.50		7269.50	\$ -	\$ 574,290.50	110%
77.0	Combination Rail (C1W)	LF	158	\$235.00	\$37,130.00	208.00		208.00	\$ -	\$ 48,880.00	132%
78.0	Pedestrian Handrail (PRD-13, TYPE B)	LF	517	\$73.00	\$37,741.00	574.00		574.00	\$ -	\$ 41,902.00	111%
80.0	Pipe Gate	EA	1	\$1,800.00	\$1,800.00	1.00		1.00	\$ -	\$ 1,800.00	100%
81.0	Extended Concrete Curb (for Proposed Wingwalls)	LF	38	\$180.00	\$6,840.00	0.00		0.00	\$ -	\$ -	0%
82.0	Remove and Dispose Handrail/Guardrail	LF	465	\$9.00	\$4,185.00	695.00		695.00	\$ -	\$ 6,255.00	149%
83.0	Remove Conc. Retaining Wall	SY	1500	\$13.00	\$19,500.00	288.41		288.41	\$ -	\$ 3,749.33	19%
83.1	Temporary Special Shoring for Retaining Wall	LF	420	\$572.00	\$240,240.00	440.00		440.00	\$ -	\$ 251,680.00	105%
					\$1,002,552.00				\$ -	\$ 1,056,287.27	105%
	Paving Items										
84.0	Remove and Dispose Concrete Driveways, all thickness	SY	1038	\$8.00	\$8,304.00	738.23		738.23	\$ -	\$ 5,905.84	71%
85.0	Remove and Dispose of Existing Asphalt Pavement and base, all thickness	SY	7195	\$7.00	\$50,365.00	7405.72		7405.72	\$ -	\$ 51,840.04	103%
86.0	Remove and Dispose Concrete Pavements (Including All Thickness w/ or w/o Asphalt, Including Subgrade, w/ or w/o Curb, All Depth)	SY	410	\$15.00	\$6,150.00	460.00		460.00	\$ -	\$ 6,900.00	112%
87.0	Remove and Dispose of Sidewalks, all thicknesses	SY	196	\$6.00	\$1,176.00	174.24		174.24	\$ -	\$ 1,045.44	89%
88.0	Remove Existing Concrete Curb	LF	4190	\$1.50	\$6,285.00	3074.00		3074.00	\$ -	\$ 4,611.00	73%
89.0	Reshaping & Regrading Existing Ditches	LF	178	\$17.00	\$3,026.00	0.00		0.00	\$ -	\$ -	0%
90.0	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	TON	146	\$170.00	\$24,820.00	156.03		156.03	\$ -	\$ 26,525.10	107%
91.0	Lime Stabilized Subgrade 8-inch	SY	9509	\$7.00	\$66,563.00	8753.94		8753.94	\$ -	\$ 61,277.58	92%
92.0	Flexible Base Course/temp driveways Residential up to 12 feet Wide	EA	35	\$350.00	\$12,250.00	35.00		35.00	\$ -	\$ 12,250.00	100%

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WBS No. N-T17000-0018-3
TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
Memorial City Redevelopment Authority
9610 Long Point Road, Ste 150
Houston, Texas 77055

Contractor:
Reytec Construction Resources, Inc
1901 Hollister St.
Houston, Texas 77080

Today's Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No. 028
Rain Days This Month 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
93.0	Reinforced Concrete Pavement 6" Thick	SY	6391	\$63.00	\$402,633.00	8363.22		8363.22	\$ -	\$ 526,882.86	131%
93.1	Concrete Maintenance Access Ramp	SY	300	\$65.00	\$19,500.00	219.74		219.74	\$ -	\$ 14,283.10	73%
93.2	Reinforced Concrete Pavement 6" Thick - High Early	SY	1154	\$65.00	\$75,010.00	0.00		0.00	\$ -	\$ -	0%
94.0	Horizontal Dowels, 24-inch	EA	210	\$7.00	\$1,470.00	181.00		181.00	\$ -	\$ 1,267.00	86%
95.0	Street Pavement Expansion Joint, with or without Load Transfer	LF	210	\$8.00	\$1,680.00	727.50		727.50	\$ -	\$ 5,820.00	346%
96.0	Saw Cutting	LF	373	\$20.00	\$7,460.00	421.00		421.00	\$ -	\$ 8,420.00	113%
97.0	Concrete Driveways including Excavation 6-inch thick (Res)	SF	0	\$7.00	\$0.00	6934.11		6934.11	\$ -	\$ 48,538.77	#DIV/0!
97.1	Concrete Driveways including 6" thick - High Early (res)	SF	8180	\$7.50	\$61,350.00	0.00		0.00	\$ -	\$ -	0%
98.0	6-inch Concrete Curb	LF	4812	\$4.00	\$19,248.00	3191.00		3191.00	\$ -	\$ 12,764.00	66%
99.0	Concrete Pavement Header	LF	367	\$8.00	\$2,936.00	367.00		367.00	\$ -	\$ 2,936.00	100%
100.0	Curb Ramp	SF	291	\$16.00	\$4,656.00	451.00		451.00	\$ -	\$ 7,216.00	155%
101.0	Sidewalk 4-1/2-inch thick	SF	1512	\$9.00	\$13,608.00	1405.32		1405.32	\$ -	\$ 12,647.88	93%
102.0	Pav Repairs and Replacement with Base material/ Asph Surface	SY	454	\$120.00	\$54,480.00	319.20		319.20	\$ -	\$ 38,304.00	70%
					\$842,970.00				\$ -	\$ 849,434.61	101%
	Wastewater Items										
103.0	Remove and Dispose 4-inch diameter Sanitary Sewer	LF	36	\$17.00	\$612.00	0.00		0.00	\$ -	\$ -	0%
104.0	Remove and Dispose 6-inch diameter Sanitary Sewer	LF	22	\$15.00	\$330.00	30.00		30.00	\$ -	\$ 450.00	136%
105.0	Remove and Dispose 8-inch diameter Sanitary Sewer	LF	22	\$37.00	\$814.00	99.00		99.00	\$ -	\$ 3,663.00	450%
106.0	Remove and Dispose 10-inch diameter Sanitary Sewer	LF	110	\$27.00	\$2,970.00	159.00		159.00	\$ -	\$ 4,293.00	145%
107.0	Remove and Dispose 15-inch diameter Sanitary Sewer	LF	22	\$33.00	\$726.00	22.00		22.00	\$ -	\$ 726.00	100%
108.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$820.00	\$3,280.00	0.00		0.00	\$ -	\$ -	0%
109.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	48	\$450.00	\$21,600.00	48.00		48.00	\$ -	\$ 21,600.00	100%
110.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$690.00	\$2,760.00	0.00		0.00	\$ -	\$ -	0%
111.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	18	\$800.00	\$14,400.00	0.00		0.00	\$ -	\$ -	0%
112.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	8	\$500.00	\$4,000.00	0.00		0.00	\$ -	\$ -	0%
113.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	144	\$350.00	\$50,400.00	144.00		144.00	\$ -	\$ 50,400.00	100%
114.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	16	\$460.00	\$7,360.00	0.00		0.00	\$ -	\$ -	0%
115.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	204	\$210.00	\$42,840.00	189.00		189.00	\$ -	\$ 39,690.00	93%
116.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$900.00	\$3,600.00	0.00		0.00	\$ -	\$ -	0%
117.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	28	\$300.00	\$8,400.00	28.00		28.00	\$ -	\$ 8,400.00	100%
118.0	Point Repair 4-inch diameter Sanitary Sewer	EA	2	\$3,200.00	\$6,400.00	1.00		1.00	\$ -	\$ 3,200.00	50%
119.0	Point Repair 6-inch diameter Sanitary Sewer	EA	2	\$3,300.00	\$6,600.00	0.00		0.00	\$ -	\$ -	0%
120.0	Point Repair 8-inch diameter Sanitary Sewer	EA	4	\$3,400.00	\$13,600.00	0.00		0.00	\$ -	\$ -	0%
121.0	Point Repair 10-inch diameter Sanitary Sewer	EA	8	\$3,600.00	\$28,800.00	0.00		0.00	\$ -	\$ -	0%
122.0	Point Repair 15-inch diameter Sanitary Sewer	EA	2	\$3,800.00	\$7,600.00	0.00		0.00	\$ -	\$ -	0%
122.1	4-foot diameter precast sanitary sewer manhole	EA	4	\$4,500.00	\$18,000.00	4.00		4.00	\$ -	\$ 18,000.00	100%
122.2	Construct 4-foot Extra Depth Sanitary Sewer Manhole	VF	3	\$200.00	\$600.00	0.00		0.00	\$ -	\$ -	0%
					\$245,692.00				\$ -	\$ 150,422.00	61%
	Water Items										
123.0	Adjust existing meter box to new grade	EA	20	\$800.00	\$16,000.00	20.00		20.00	\$ -	\$ 16,000.00	100%
124.0	Remove and Dispose 8-inch diameter Water Line	LF	52	\$18.00	\$936.00	0.00		0.00	\$ -	\$ -	0%
125.0	Remove and Dispose 20-inch diameter Water Line	LF	51	\$40.00	\$2,040.00	51.00		51.00	\$ -	\$ 2,040.00	100%
126.0	Cut, plug and abandon existing 8-inch diameter Water Line	EA	16	\$1,200.00	\$19,200.00	16.00		16.00	\$ -	\$ 19,200.00	100%
127.0	8-inch diameter Water Line by Open-cut	LF	258	\$140.00	\$36,120.00	123.00		123.00	\$ -	\$ 17,220.00	48%
128.0	8-inch diameter DIP water line by open-cut with restrained joints	LF	223	\$250.00	\$55,750.00	398.00		398.00	\$ -	\$ 99,500.00	178%
129.0	20-inch diameter Water Line by Open-cut	LF	10	\$160.00	\$1,600.00	10.00		10.00	\$ -	\$ 1,600.00	100%
130.0	20-inch diameter DIP water line by open-cut with restrained joints	LF	40	\$360.00	\$14,400.00	40.00		40.00	\$ -	\$ 14,400.00	100%
131.0	8-inch diameter wet connection	EA	16	\$1,400.00	\$22,400.00	16.00		16.00	\$ -	\$ 22,400.00	100%
132.0	20-inch diameter wet connection	EA	2	\$3,500.00	\$7,000.00	2.00		2.00	\$ -	\$ 7,000.00	100%
132.1	Repair damaged water service lines, 4-inch	LF	150	\$80.00	\$12,000.00	0.00		0.00	\$ -	\$ -	0%
132.2	Repair damaged water service lines, 6-inch	LF	150	\$90.00	\$13,500.00	0.00		0.00	\$ -	\$ -	0%
132.3	Repair damaged water service lines, 8-inch	LF	150	\$100.00	\$15,000.00	0.00		0.00	\$ -	\$ -	0%
					\$215,946.00				\$ -	\$ 199,360.00	92%

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 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date: 3/13/2021
 Pay Period: 2/1/21-2/28/2021
 Pay Estimate No. 028
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Pavement Marking Items											
133.0	Raised Pav Marker Type I with Two face Reflective (W/Y)	EA	3	\$7.00	\$21.00	0.00		0.00	\$ -	\$ -	0%
134.0	Thermoplastic Pavement Markings, 4-inch White, Solid	LF	92	\$6.00	\$552.00	0.00		0.00	\$ -	\$ -	0%
135.0	Thermoplastic Pavement Markings, 4-inch Yellow, Dashed	LF	10	\$6.00	\$60.00	0.00		0.00	\$ -	\$ -	0%
					\$633.00				\$ -	\$ -	0%
Subtotal Pavement Marking Items											
Extra Unit Prices											
136.0	Remove misc concrete and masonry	CY	100	\$45.00	\$4,500.00	0.00		0.00	\$ -	\$ -	0%
137.0	6-inch Over Excavate trench bottom	LF	100	\$15.00	\$1,500.00	0.00		0.00	\$ -	\$ -	0%
138.0	Extra Excavation around obstructions	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$ -	\$ -	0%
139.0	Extra Hand Excavation	CY	100	\$35.00	\$3,500.00	1.00		1.00	\$ -	\$ 35.00	1%
140.0	Extra Machine Excavation	CY	50	\$25.00	\$1,250.00	11.00		11.00	\$ -	\$ 275.00	22%
141.0	Extra Placement of Backfill Material	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$ -	\$ -	0%
142.0	Extra Placement of granular fill	CY	100	\$30.00	\$3,000.00	0.00		0.00	\$ -	\$ -	0%
143.0	Extra Cement Stabilized Sand	CY	100	\$40.00	\$4,000.00	0.00		0.00	\$ -	\$ -	0%
144.0	Extra Water Fittings in Place	TON	1	\$3,500.00	\$3,500.00	0.00		0.00	\$ -	\$ -	0%
145.0	Extra Grade 60 Reinforcing Steel	LB	1000	\$2.00	\$2,000.00	0.00		0.00	\$ -	\$ -	0%
146.0	Extra Class "A" concrete with or without forms (complete-in-place)	CY	100	\$65.00	\$6,500.00	0.00		0.00	\$ -	\$ -	0%
146.1	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the en	LF	2500	\$25.00	\$62,500.00	118.00		118.00	\$ -	\$ 2,950.00	5%
146.2	Installation of chain link fence, Complete in place	LF	1500	\$30.00	\$45,000.00	0.00		0.00	\$ -	\$ -	0%
					\$142,250.00				\$ -	\$ 3,260.00	2%
Subtotal Extra Unit Prices											
Cash Allowances											
147.0	City of Houston Permits	LS	1	\$3,000.00	\$3,000.00	0.00		0.00	\$ -	\$ -	0%
148.0	Street Cut Permit	LS	1	\$3,000.00	\$3,000.00	0.67		0.67	\$ -	\$ 2,023.70	67%
149.0	HCFC Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$ -	\$ -	0%
150.0	TPDES Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$ -	\$ -	0%
151.0	Proposed Power Pole and/or street light pole removal/relocation/replacement with re-circuit	LS	1	\$30,000.00	\$30,000.00	0.00		0.00	\$ -	\$ -	0%
152.0	Work Change Directives	LS	1	\$2,000,000.00	\$2,000,000.00	0.00		0.00	\$ -	\$ -	0%
152A	Remove 36" RCP & Replace with 5x2 RCB	LF	170	\$380.00	\$64,600.00	170.00		170.00	\$ -	\$ 64,600.00	100%
152B	Remove 36" RCP & Replace with 36" RCP	LF	60	\$229.00	\$13,740.00	60.00		60.00	\$ -	\$ 13,740.00	100%
152C	install 24" RCP	LF	420	\$134.00	\$56,280.00	440.00		440.00	\$ -	\$ 58,960.00	105%
152D	Adjust BB Inlet	EA	2	\$2,460.00	\$4,920.00	2.00		2.00	\$ -	\$ 4,920.00	100%
152E	Install 8' Diameter Manhole	EA	1	\$13,400.00	\$13,400.00	1.00		1.00	\$ -	\$ 13,400.00	100%
152F	Mill/Surface Asphalt, Including Base Material at Trench	SY	515	\$45.00	\$23,175.00	515.00		515.00	\$ -	\$ 23,175.00	100%
152G	Manhole at 24" Leads	EA	1	\$3,260.00	\$3,260.00	1.00		1.00	\$ -	\$ 3,260.00	100%
152H	Remove & Install Wooden Fence	LF	40	\$30.00	\$1,200.00	40.00		40.00	\$ -	\$ 1,200.00	100%
152I	Remove & Install Chainlink Fence	LF	140	\$35.00	\$4,900.00	140.00		140.00	\$ -	\$ 4,900.00	100%
152J	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	1.00		1.00	\$ -	\$ 2,500.00	100%
152K	Traffic Control & Flagging	LS	1	\$4,500.00	\$4,500.00	1.00		1.00	\$ -	\$ 4,500.00	100%
152L	Magnolia Tree Removal at 10015 Larston	LS	1	\$750.00	\$750.00	1.00		1.00	\$ -	\$ 750.00	100%
152M	Pine Tree Removal at 10023 Larston St	LS	1	\$1,300.00	\$1,300.00	1.00		1.00	\$ -	\$ 1,300.00	100%
152N	Temporary Asphalt Along Long Branch	LS	1	\$8,223.00	\$8,223.00	1.00		1.00	\$ -	\$ 8,223.00	100%
152O	Change Order 01 - Remove 36-inch RCP, Replace with 7x4 RCB	LS	1	\$225,362.50	\$225,362.50	0.94		0.94	\$ -	\$ 212,086.76	94%
200.0	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	EA	16.0	\$575.00	\$9,200.00	14.00		14.00	\$ -	\$ 8,050.00	88%
201.0	Adjust Manhole Frame & Cover	EA	13.0	\$1,600.00	\$20,800.00	13.00		13.00	\$ -	\$ 20,800.00	100%
202.0	Roadway Excavation with or without subgrade	CY	2,808.0	\$28.00	\$78,624.00	2808.00		2808.00	\$ -	\$ 78,623.89	100%
203.0	8-inch thick Reinforced Concrete Pavement, including Final Grading per Details	SF	53,000.0	\$9.50	\$503,500.00	53228.00		53228.00	\$ -	\$ 505,666.00	100%
204.0	Construct ADA Compliant Wheelchair Ramp, including ADA Truncated Domes (complete in place)	SF	100.0	\$25.00	\$2,500.00	60.00		60.00	\$ -	\$ 1,500.00	60%
205.0	Grading	CY	2,815.0	\$14.00	\$39,410.00	2815.00		2815.00	\$ -	\$ 39,410.00	100%
206.0	Lime	TON	98.0	\$200.00	\$19,600.00	134.28		134.28	\$ -	\$ 26,856.00	137%
207.0	Lime Manipulation	SY	6,478.0	\$10.00	\$64,780.00	6686.78		6686.78	\$ -	\$ 66,867.80	103%
208.0	Install Removable Bollard (including all necessary items)	EA	7.0	\$750.00	\$5,250.00	0.00	7.00	7.00	\$ 5,250.00	\$ 5,250.00	100%

Project: Briar Branch (W140-01-00) Channel & Straw Improvements
WBS No. N-T17000-0018-3
TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
Memorial City Redevelopment Authority
9610 Long Point Road, Ste 150
Houston, Texas 77055

Contractor:
Reytec Construction Resources, Inc
1901 Hollister St.
Houston, Texas 77080

Today's Date: 3/13/2021
Pay Period: 2/1/21-2/28/2021
Pay Estimate No. 028
Rain Days This Month 4

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
209.0	Meadow Installation	SF	175,168.0	\$0.50	\$87,584.00	0.00	75085.00	75085.00	\$ 37,542.50	\$ 37,542.50	43%
210.0	Trees - 15g	EA	258.0	\$250.00	\$64,500.00	258.00		258.00	\$ -	\$ 64,500.00	100%
211.0	Trees - 30g	EA	71.0	\$450.00	\$31,950.00	71.00		71.00	\$ -	\$ 31,950.00	100%
212.0	Trees - 45g	EA	90.0	\$550.00	\$49,500.00	90.00		90.00	\$ -	\$ 49,500.00	100%
213.0	Trees - 65g	EA	113.0	\$900.00	\$101,700.00	113.00		113.00	\$ -	\$ 101,700.00	100%
214.0	Mulch Beds - mulch	SF	503.0	\$57.70	\$29,023.10	503.00		503.00	\$ -	\$ 29,023.10	100%
215.0	Mulch Beds - soil amendments	SF	27,139.0	\$1.50	\$40,708.50	27139.00		27139.00	\$ -	\$ 40,708.50	100%
216.0	Mow Strip (Sodding)	SY	2,450.0	\$8.00	\$19,600.00	2450.00		2450.00	\$ -	\$ 19,600.00	100%
217.0	24-Month Maintenance Establishment Period	LS	1.0	\$185,000.00	\$185,000.00	0.30		0.30	\$ -	\$ 55,500.00	30%
218.0	Wingwall Structure Around Existing Inlets	EA	3.0	\$15,000.00	\$45,000.00	0.00		0.00	\$ -	\$ -	0%
219.0	Toe Wall	LF	650.0	\$28.50	\$18,525.00	642.00		642.00	\$ -	\$ 18,297.00	99%
152P	Soil Remediation	LS	1.0	\$147,388.20	\$147,388.20	0.39	0.42	0.81	\$ 61,903.04	\$ 119,384.44	81%
152Q	RCB Cleaning	LS	1.0	\$59,446.39	\$59,446.39	1.00		1.00	\$ -	\$ 59,446.39	100%
					\$2,262,862.50		Subtotal Cash Allowances		\$ 104,695.54	\$ 1,799,714.19	80%

Overall Totals	\$19,020,319.50		\$178,099.54	\$18,024,570.07	94.76%
Work Change Directive Budget	\$2,000,000.00				
Work Change Directive Completed To Date	\$1,585,603.62		Retainage 5%	\$ 901,228.50	
Remaining Work Change Directive Budget	\$414,396.38		Retainage Released 2%	\$ 356,929.41	
			Remaining Retainage 3%	\$ 544,299.09	
			Sub Total	\$17,480,270.98	
			Less Total Previous Payment	\$17,311,076.41	
			Amount due this Estimate	\$169,194.57	



3/15/2021

Contractor Date

Owner Date

Reytec Project No. 2203

Deviated Plan

Project Name: 2203: Briar Branch (W140-01-00)Channel & Straws Imp
Contract Amount.: \$19,020,319.50
Work Progress: 94.76%
Pay Estimate Number: 28
Pay Period: 2/1/2021 to 2/28/2021

Overall Goal:

Contracted:	17.64%	\$	3,354,286.69
Current:	17.86%	\$	3,397,481.48
	-0.23%	\$	(43,194.79)

MWSBE Goal:

SBE/MBE Goal:

Contracted	9.73%	\$	1,850,690.13
Current:	10.10%	\$	1,920,265.53
	-0.37%	\$	(69,575.40)

WBE Goal:

Contracted:	7.91%	\$	1,503,596.56
Current:	7.77%	\$	1,477,215.95
	0.14%	\$	26,380.61

Individual Goal:

Moran Construction (MBE)

Contracted	3.04%	\$	578,217.71
Current:	2.85%	\$	541,733.83
	0.19%	\$	36,483.88

Access Data (WBE)

Contracted:	7.91%	\$	1,503,596.56
Current:	7.77%	\$	1,477,215.95
	0.14%	\$	26,380.61

Ecung (MBE)

Contracted	0.36%	\$	67,661.85
Current:	0.08%	\$	15,225.00
	0.28%	\$	52,436.85

Rosales Trucking (MBE)

Contracted:	2.47%	\$	469,873.93
Current:	4.16%	\$	791,709.84
	-1.69%	\$	(321,835.91)

Fabco (MBE)

Contracted	0.99%	\$	187,949.57
Current:	1.10%	\$	208,648.39
	-0.11%	\$	(20,698.82)

Landscape Art (SBE)

Contracted:	2.88%	\$	546,987.07
Current:	1.91%	\$	362,948.47
	0.97%	\$	184,038.60

Reytec Construction Resources, Inc.

1901 Hollister
Houston, Texas 77080
Office 713.957.4003
Fax 713.681.0077

Briar Branch Channel & Straws Improvements Project Pay Application

March 17, 2021

Mr. Muhammad Ali
Gauge Engineering
3200 Wilcrest Drive, Suite 220
Houston, TX 77042

Re: Memorial City Redevelopment Authority
Briar Branch (W140-01-00) Channel and Straws
Improvements Project
WBS No. N-T17000-0018-3

Dear Muhammad,

Please see attached for pay application 028A, for February 2021, Briar Branch (W140-01-00) Channel and Straws Improvements.

Thanks,



Keegan Droxler
Project Manager
Reytec Construction Resources
832-844-8322
kdroxler@reytec.net

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO (OWNER): **Memorial City Redevelopment Authority** PROJECT: **Briar Branch (W140-01-00) Channel and Straws Improvements** APPLICATION NO: 028A
 FROM (CONTRACTOR): **Reytec Construction** PERIOD TO: 1.5% Retainage Release
1901 Hollister Rd. PROJECT NO: **WBS No. N-T17000-0018-3**
Houston, Texas 77080 TIRZ 17 CIP No. T-1734 & T-1734B
Ph. 713-957-4003; Fax 713-681-0077

CONTRACTOR'S APPLICATION FOR

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner		TOTAL		
Approved this Month				
Number	Date			
TOTALS \$				
Net change by Change Orders				

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$ 18,794,957.00
2 Net change by Change Order	\$ 225,362.50
3 CONTRACT SUM TO DATE (Line 1+2)	\$ 19,020,319.50
4 TOTAL COMPLETED & STORED TO DATE	\$ 18,024,570.07
5 RETAINAGE:	
a. 5 % of Completed Work	\$ 901,228.50
b. % of Stored Material	
Total Retainage (Line 5a + 5b or	\$ 901,228.50
6 PREVIOUS RELEASED RETAINAGE	\$ 356,929.41
7 RELEASED RETAINAGE	\$ 270,368.55
8 REMAINING RETAINAGE	\$ 273,930.54
9 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 17,150,639.53
10 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 17,480,270.98
11 CURRENT PAYMENT DUE	\$ 270,368.55
12 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 1,269,679.97

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current Payment shown herein is now due.

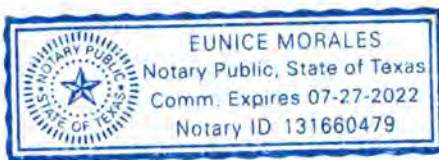
INSPECTOR: [Signature] Date: 3/17/2021
 By: _____ Date: _____
 CONTRACTOR: _____ Date: _____

State of: Texas County of: Harris
 Subscribed and sworn to before me this 17th day of March 2021
 Notary Public: Eunice Morales
 My Commission expires 7/27/22

ARCHITECT'S CERTIFICATE FOR

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 270,368.55
 (Attach explanation if amount certified differs from the amount applied for)
 ARCHITECT: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Memorial City Redevelopment Authority/TIRZ 17 Affidavits of Payment and Unconditional Waivers of Liens

Reytec Construction Resources, Inc has been paid and has received a progress payment in the sum of \$259,213.42 for services, equipment or material furnished to Memorial City Development Authority/TIRZ 17 for the Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to the Memorial City Redevelopment Authority/TIRZ 17 through January 31, 2021 only, and does not cover any retention if any labor, services, equipment or materials furnished after that date. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof. .

Andrew Landry
(Signature of Contractor's Representative)

Andrew Landry
(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/17/2021
Date



Terri Hardin
Notary Public in and for the State of Texas

My Commission Expires: 9/28/22
Expiration Date

Terri Hardin
Print or Type Name of Notary Public

Reytec Construction Resources, Inc has been paid and has received a 2% retainage payment in the sum of \$356,929.41 for substantial completion on the, Memorial City Development Authority/TIRZ 17, Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, and does hereby release any mechanic's lien or bond right that undersigned has on the above referenced project to the following extent. This release only covers 2% of the retainage payment on the Memorial City Redevelopment Authority/TIRZ 17 through February 11, 2021. The undersigned warrants that all undisputed amounts due to its equipment lessors, suppliers, subcontractors, labor, insurance and taxes applicable to this work have been paid in full through the date set forth and hold the Memorial City Redevelopment Authority/TIRZ 17 against any loss arising from the nonpayment thereof.

Andrew Landry

(Signature of Contractor's Representative)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/17/2021

Date



T. Hardin

Notary Public in and for the State of Texas

My Commission Expires:

9/28/22

Expiration Date

Terri Hardin

Print or Type Name of Notary Public

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: Briar Branch Channel & Straws Improvements

Outline Agreement No.: _____ WBS No.: N-T17000-0018-3

Contractor's Company Name: Reytec Construction Resources

Address: 1901 Hollister St. Houston, Texas 77080

CERTIFICATION

Andrew Landry, 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)

Andrew Landry

(Print or Type Name of Contractor's Representative)

SWORN TO AND SUBSCRIBED before me on:

3/17/2021

Date

Notary Public in and for the State of Texas

My Commission Expires: _____

Expiration Date

Print or Type Name of Notary Public

Project: Briar Branch (W140-01-00) Channel & Straw Improvements
 WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytek Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date: 3/17/2021
 Pay Period: 1.5 % Retainage Release
 Pay Estimate No. 028A
 Rain Days This Month

Item	Item Description	UOM	Est.Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
General Items											
1.0	Mobilization	LS	1	\$600,000.00	\$600,000.00	1.00		1.00	\$ -	\$ 600,000.00	100%
2.0	Portable Changeable Message Sign	Day	176	\$90.00	\$15,840.00	60.00		60.00	\$ -	\$ 5,400.00	34%
3.0	Removable and Salvage Existing Sign	EA	11	\$50.00	\$550.00	11.00		11.00	\$ -	\$ 550.00	100%
3.1	Project ID Sign	EA	1	\$650.00	\$650.00	1.00		1.00	\$ -	\$ 650.00	100%
3.2	Placement of Permanent Signs	EA	25	\$310.00	\$7,750.00	0.00		0.00	\$ -	\$ -	0%
3.3	Remove Existing Pavement Markings	EA	4	\$150.00	\$600.00	0.00		0.00	\$ -	\$ -	0%
4.0	Traffic Control and Regulation	EA	4	\$17,500.00	\$70,000.00	4.00		4.00	\$ -	\$ 70,000.00	100%
5.0	Install PreCast Concrete Traffic Barrier	LF	500	\$32.00	\$16,000.00	250.00		250.00	\$ -	\$ 8,000.00	50%
6.0	Relocate PreCast Concrete Traffic Barrier	LF	3000	\$8.00	\$24,000.00	250.00		250.00	\$ -	\$ 2,000.00	8%
7.0	Remove PreCast Concrete Traffic Barrier	LF	500	\$12.00	\$6,000.00	250.00		250.00	\$ -	\$ 3,000.00	50%
7.1	Remove and Replace Speed Cushions	LS	2	\$4,500.00	\$9,000.00	2.00		2.00	\$ -	\$ 9,000.00	100%
8.0	Flagmen	EA	4	\$12,500.00	\$50,000.00	4.00		4.00	\$ -	\$ 50,000.00	100%
9.0	Tree and Plant Protection	EA	4	\$20,000.00	\$80,000.00	4.00		4.00	\$ -	\$ 80,000.00	100%
10.0	Inlet Protection Barrier (State I & II)	EA	92	\$60.00	\$5,520.00	90.00		90.00	\$ -	\$ 5,400.00	98%
11.0	Reinforced Filter Fabric Barrier	LF	12000	\$1.50	\$18,000.00	10620.00		10620.00	\$ -	\$ 15,930.00	89%
12.0	Stabilized Construction Exit	SY	144	\$40.00	\$5,760.00	123.00		123.00	\$ -	\$ 4,920.00	85%
13.0	Rock Filter Dame-Type 3	LF	35	\$55.00	\$1,925.00	8.00		8.00	\$ -	\$ 440.00	23%
14.0	Groundwater Control for Open-Cut Construction	LF	8727	\$1.00	\$8,727.00	0.00		0.00	\$ -	\$ -	0%
15.0	Site Restoration	LF	10715	\$6.00	\$64,290.00	10715.00		10715.00	\$ -	\$ 64,290.00	100%
16.0	Adjust existing manhole frame and cover to new grade	EA	11	\$1,400.00	\$15,400.00	11.00		11.00	\$ -	\$ 15,400.00	100%
17.0	Adjust existing valve box to new grade	EA	9	\$470.00	\$4,230.00	9.00		9.00	\$ -	\$ 4,230.00	100%
18.0	Clearing and Grubbing	AC	8	\$15,000.00	\$119,100.00	7.95		7.95	\$ -	\$ 119,250.00	100%
19.0	Trench Safety System for Trench Excavations	LF	20183	\$6.00	\$121,098.00	19066.00		19066.00	\$ -	\$ 114,396.00	94%
20.0	Hydro Mulch Seeding	AC	4	\$1,500.00	\$5,985.00	1.00		1.00	\$ -	\$ 1,500.00	25%
21.0	Sodding	SY	7890	\$5.00	\$39,450.00	7890.00		7890.00	\$ -	\$ 39,450.00	100%
					\$1,289,875.00		Subtotal General Items		\$ -	\$ 1,213,806.00	94%
Storm Items											
22.0	Remove and Dispose Manholes all sizes/depth	EA	3	\$1,000.00	\$3,000.00	5.00		5.00	\$ -	\$ 5,000.00	167%
23.0	Remove and Dispose Inlets all sizes/depth	EA	30	\$250.00	\$7,500.00	30.00		30.00	\$ -	\$ 7,500.00	100%
24.0	Remove and Dispose Storm Pipe 12-inch diameter	LF	35	\$3.00	\$105.00	35.00		35.00	\$ -	\$ 105.00	100%
25.0	Remove and Dispose Storm Pipe 15-inch diameter	LF	82	\$4.00	\$328.00	0.00		0.00	\$ -	\$ -	0%
26.0	Remove and Dispose Storm Pipe 18-inch diameter	LF	133	\$6.00	\$798.00	133.00		133.00	\$ -	\$ 798.00	100%
27.0	Remove and Dispose Storm Pipe 24-inch diameter	LF	301	\$36.00	\$10,836.00	301.00		301.00	\$ -	\$ 10,836.00	100%
28.0	Remove and Dispose Storm Pipe 30-inch diameter	LF	61	\$40.00	\$2,440.00	61.00		61.00	\$ -	\$ 2,440.00	100%
29.0	Remove and Dispose Storm Pipe 36-inch diameter	LF	119	\$45.00	\$5,355.00	158.00		158.00	\$ -	\$ 7,110.00	133%
30.0	Remove and Dispose Storm Pipe 48-inch diameter	LF	71	\$70.00	\$4,970.00	71.00		71.00	\$ -	\$ 4,970.00	100%
31.0	Remove and Dispose Storm Pipe 72-inch diameter	LF	233	\$40.00	\$9,320.00	212.00		212.00	\$ -	\$ 8,480.00	91%
32.0	Remove and Dispose Storm Pipe 84-inch diameter	LF	36	\$60.00	\$2,160.00	36.00		36.00	\$ -	\$ 2,160.00	100%
33.0	Plug & Abandon 18-inch Storm Sewer	LF	38	\$25.00	\$950.00	38.00		38.00	\$ -	\$ 950.00	100%
34.0	Plug & Abandon 24-inch Storm Sewer	LF	9	\$35.00	\$315.00	9.00		9.00	\$ -	\$ 315.00	100%
35.0	Plug & Abandon 36-inch Storm Sewer	LF	177	\$38.00	\$6,726.00	154.00		154.00	\$ -	\$ 5,852.00	87%
36.0	Clean and CCTV Existing Storm Sewer	LF	830	\$11.00	\$9,130.00	230.00		230.00	\$ -	\$ 2,530.00	28%
37.0	Type C manhole for 42-inch diameter and smaller sewers w/rim	EA	25	\$5,200.00	\$130,000.00	19.00		19.00	\$ -	\$ 98,800.00	76%
38.0	Type C manhole for 48-inch to 72-inch diameter sewers w/rim	EA	4	\$8,000.00	\$32,000.00	4.00		4.00	\$ -	\$ 32,000.00	100%
39.0	Manhole Riser for Box Sewer w/rim	EA	23	\$2,200.00	\$50,600.00	23.00		23.00	\$ -	\$ 50,600.00	100%
40.0	Manhole Riser for Box Sewer w/grate	EA	39	\$1,400.00	\$54,600.00	35.00		35.00	\$ -	\$ 49,000.00	90%
41.0	Manhole Risers for Concrete Box Sewers with 50.5 inch cover	EA	9	\$3,900.00	\$35,100.00	8.00		8.00	\$ -	\$ 31,200.00	89%
42.0	Extra Depth Manhole	VF	56	\$100.00	\$5,600.00	0.00		0.00	\$ -	\$ -	0%
42.1	Yard Drains and all work associated with modifying, restoring, and extending them	LF	2000	\$14.00	\$28,000.00	30.00		30.00	\$ -	\$ 420.00	2%
43.0	24-inch Diameter RCP Storm Sewer by open cut	LF	408	\$205.00	\$83,640.00	413.00		413.00	\$ -	\$ 84,665.00	101%
44.0	30-inch Diameter RCP Storm Sewer by open cut	LF	25	\$560.00	\$14,000.00	37.00		37.00	\$ -	\$ 20,720.00	148%
45.0	36-inch Diameter RCP Storm Sewer by open cut	LF	230	\$242.00	\$55,660.00	204.00		204.00	\$ -	\$ 49,368.00	89%
46.0	42-inch Diameter RCP Storm Sewer by open cut	LF	28	\$640.00	\$17,920.00	37.00		37.00	\$ -	\$ 23,680.00	132%
47.0	48-inch Diameter RCP Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	62.00		62.00	\$ -	\$ 55,800.00	248%
48.0	72-inch Diameter RCP Storm Sewer by open cut	LF	15	\$680.00	\$10,200.00	16.00		16.00	\$ -	\$ 10,880.00	107%
49.0	7'X6' RCB Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	25.00		25.00	\$ -	\$ 22,500.00	100%
50.0	7'X7' RCB Storm Sewer by open cut	LF	2342	\$535.00	\$1,252,970.00	2334.00		2334.00	\$ -	\$ 1,248,690.00	100%
51.0	8'X4' RCB Storm Sewer by open cut	LF	3029	\$455.00	\$1,378,195.00	3039.00		3039.00	\$ -	\$ 1,382,745.00	100%
52.0	8'X8' RCB Storm Sewer by open cut	LF	8387	\$607.00	\$5,090,909.00	8285.20		8285.20	\$ -	\$ 5,029,116.40	99%
53.0	9'X4' RCB Storm Sewer by open cut	LF	940	\$644.00	\$605,360.00	920.00		920.00	\$ -	\$ 592,480.00	98%
54.0	9'X5' RCB Storm Sewer by open cut	LF	80	\$762.00	\$60,960.00	80.00		80.00	\$ -	\$ 60,960.00	100%
55.0	9'X8' RCB Storm Sewer by open cut	LF	2628	\$740.00	\$1,944,720.00	2496.00		2496.00	\$ -	\$ 1,847,040.00	95%
56.0	10'X8' RCB Storm Sewer by open cut	LF	1314	\$848.00	\$1,114,272.00	1248.00		1248.00	\$ -	\$ 1,058,304.00	95%
57.0	Junction Box (39'x10')	EA	1	\$103,000.00	\$103,000.00	1.00		1.00	\$ -	\$ 103,000.00	100%
58.0	Junction Box (34'x12' w/Restrictor No.3 48"(W) x 54" (H) Three Openings)	EA	1	\$81,500.00	\$81,500.00	1.50		1.50	\$ -	\$ 122,250.00	150%
59.0	Junction Box (34'x10')	EA	3	\$68,500.00	\$205,500.00	3.00		3.00	\$ -	\$ 205,500.00	100%
60.0	Junction Box (26'x26' w/Restrictor No. 1 30"(W) x 36"(H) Dual Openings)	EA	1	\$116,000.00	\$116,000.00	1.00		0.9958190	\$ -	\$ 115,515.00	100%
61.0	Junction Box (26'x14' w/Restrictor No.2 25"(W) x 72"(H) Dual Openings)	EA	1	\$90,000.00	\$90,000.00	1.00		1.00	\$ -	\$ 90,000.00	100%
62.0	Junction Box (15'x13')	EA	1	\$27,000.00	\$27,000.00	1.00		1.00	\$ -	\$ 27,000.00	100%

Project: Briar Branch (W140-01-00) Channel & Straw Improvements
 WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date: 3/17/2021
 Pay Period: 1.5 % Retainage Release
 Pay Estimate No. 028A
 Rain Days This Month

Item	Item Description	UOM	Est.Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
63.0	Junction Box (14"x13")	EA	1	\$25,700.00	\$25,700.00	0.00		0.00	\$ -	\$ -	0%
64.0	Junction Box (13 x13)	EA	1	\$25,800.00	\$25,800.00	1.00		1.00	\$ -	\$ 25,800.00	100%
65.0	Junction Box (12.5"x7")	EA	3	\$19,100.00	\$57,300.00	4.00		4.00	\$ -	\$ 76,400.00	133%
66.0	Type BB Inlet (Pre Cast)	EA	15	\$3,400.00	\$51,000.00	9.00		9.00	\$ -	\$ 30,600.00	60%
67.0	Type C-1 Inlet (Pre Cast)	EA	17	\$5,400.00	\$91,800.00	18.00		18.00	\$ -	\$ 97,200.00	106%
68.0	Type B Inlet (Pre Cast)	EA	1	\$2,500.00	\$2,500.00	0.00		0.00	\$ -	\$ -	0%
69.0	Type C Inlet (Pre Cast)	EA	3	\$4,500.00	\$13,500.00	4.00		4.00	\$ -	\$ 18,000.00	133%
70.0	Type E Inlet (Pre Cast)	EA	1	\$3,300.00	\$3,300.00	1.00		1.00	\$ -	\$ 3,300.00	100%
70.1	Asphalt Mill & Overlay (2-inches)	SY	1000	\$20.00	\$20,000.00	585.33		585.33	\$ -	\$ 11,706.60	59%
71.0	Safety End Treatment (for 36" RCP)	EA	1	\$12,000.00	\$12,000.00	0.00		0.00	\$ -	\$ -	0%
71.1	Sheet Pile Weir Adjustment	LS	1	\$18,000.00	\$18,000.00	1.00		1.00	\$ -	\$ 18,000.00	100%
Channel & Retaining Wall Items					\$13,017,539.00		Subtotal Storm Items	\$ -	\$ -	\$ 12,752,286.00	98%
72.0	Remove and Dispose of Concrete rubble and concrete structures	CY	130	\$22.00	\$2,860.00	5.03		5.03	\$ -	\$ 110.66	4%
73.0	Remove and Dispose of Concrete Channel Lining & Low Flow, all thicknesses	SY	1435	\$18.00	\$25,830.00	1682.21		1682.21	\$ -	\$ 30,279.78	117%
74.0	Concrete Channel Lining, 8" nominal thickness	SY	684	\$135.00	\$92,340.00	684.00		684.00	\$ -	\$ 92,340.00	100%
75.0	Remove and Dispose of existing pedestrian bridge	EA	2	\$5,000.00	\$10,000.00	1.00		1.00	\$ -	\$ 5,000.00	50%
76.0	Retaining Wall (Spread Footing)	SF	6634	\$79.00	\$524,086.00	7269.50		7269.50	\$ -	\$ 574,290.50	110%
77.0	Combination Rail (C1W)	LF	158	\$235.00	\$37,130.00	208.00		208.00	\$ -	\$ 48,880.00	132%
78.0	Pedestrian Handrail (PRD-13, TYPE B)	LF	517	\$73.00	\$37,741.00	574.00		574.00	\$ -	\$ 41,902.00	111%
80.0	Pipe Gate	EA	1	\$1,800.00	\$1,800.00	1.00		1.00	\$ -	\$ 1,800.00	100%
81.0	Extended Concrete Curb (for Proposed Wingwalls)	LF	38	\$180.00	\$6,840.00	0.00		0.00	\$ -	\$ -	0%
82.0	Remove and Dispose Handrail/Guardrail	LF	465	\$9.00	\$4,185.00	695.00		695.00	\$ -	\$ 6,255.00	149%
83.0	Remove Conc. Retaining Wall	SY	1500	\$13.00	\$19,500.00	288.41		288.41	\$ -	\$ 3,749.33	19%
83.1	Temporary Special Shoring for Retaining Wall	LF	420	\$572.00	\$240,240.00	440.00		440.00	\$ -	\$ 251,680.00	105%
Paving Items					\$1,002,552.00		Subtotal Channel & Retaining Items	\$ -	\$ -	\$ 1,056,287.27	105%
84.0	Remove and Dispose Concrete Driveways, all thickness	SY	1038	\$8.00	\$8,304.00	738.23		738.23	\$ -	\$ 5,905.84	71%
85.0	Remove and Dispose of Existing Asphalt Pavement and base, all thickness	SY	7195	\$7.00	\$50,365.00	7405.72		7405.72	\$ -	\$ 51,840.04	103%
86.0	Remove and Dispose Concrete Pavements (Including All Thickness w/ or w/o Asphalt, Including Subgrade, w/ or w/o Curb, All De	SY	410	\$15.00	\$6,150.00	460.00		460.00	\$ -	\$ 6,900.00	112%
87.0	Remove and Dispose of Sidewalks, all thicknesses	SY	196	\$6.00	\$1,176.00	174.24		174.24	\$ -	\$ 1,045.44	89%
88.0	Remove Existing Concrete Curb	LF	4190	\$1.50	\$6,285.00	3074.00		3074.00	\$ -	\$ 4,611.00	73%
89.0	Reshaping & Regrading Existing Ditches	LF	178	\$17.00	\$3,026.00	0.00		0.00	\$ -	\$ -	0%
90.0	Lime for Lime Stabilized Subgrade (Dry Weight) (5%)	TON	146	\$170.00	\$24,820.00	156.03		156.03	\$ -	\$ 26,525.10	107%
91.0	Lime Stabilized Subgrade 8-inch	SY	9509	\$7.00	\$66,563.00	8753.94		8753.94	\$ -	\$ 61,277.58	92%
92.0	Flexible Base Course/temp driveways Residential up to 12 feet Wide	EA	35	\$350.00	\$12,250.00	35.00		35.00	\$ -	\$ 12,250.00	100%
93.0	Reinforced Concrete Pavement 6" Thick	SY	6391	\$63.00	\$402,633.00	8363.22		8363.22	\$ -	\$ 526,882.86	131%
93.1	Concrete Maintenance Access Ramp	SY	300	\$65.00	\$19,500.00	219.74		219.74	\$ -	\$ 14,283.10	73%
93.2	Reinforced Concrete Pavement 6" Thick - High Early	SY	1154	\$65.00	\$75,010.00	0.00		0.00	\$ -	\$ -	0%
94.0	Horizontal Dowels, 24-inch	EA	210	\$7.00	\$1,470.00	181.00		181.00	\$ -	\$ 1,267.00	86%
95.0	Street Pavement Expansion Joint, with or without Load Transfer	LF	210	\$8.00	\$1,680.00	727.50		727.50	\$ -	\$ 5,820.00	346%
96.0	Saw Cutting	LF	373	\$20.00	\$7,460.00	421.00		421.00	\$ -	\$ 8,420.00	113%
97.0	Concrete Driveways including Excavation 6-inch thick (Res)	SF	0	\$7.00	\$0.00	6934.11		6934.11	\$ -	\$ 48,538.77	#DIV/0!
97.1	Concrete Driveways including 6" thick - High Early (res)	SF	8180	\$7.50	\$61,350.00	0.00		0.00	\$ -	\$ -	0%
98.0	6-inch Concrete Curb	LF	4812	\$4.00	\$19,248.00	3191.00		3191.00	\$ -	\$ 12,764.00	66%
99.0	Concrete Pavement Header	LF	367	\$8.00	\$2,936.00	367.00		367.00	\$ -	\$ 2,936.00	100%
100.0	Curb Ramp	SF	291	\$16.00	\$4,656.00	451.00		451.00	\$ -	\$ 7,216.00	155%
101.0	Sidewalk 4-1/2-inch thick	SF	1512	\$9.00	\$13,608.00	1405.32		1405.32	\$ -	\$ 12,647.88	93%
102.0	Pav Repairs and Replacement with Base material/ Asph Surface	SY	454	\$120.00	\$54,480.00	319.20		319.20	\$ -	\$ 38,304.00	70%
Wastewater Items					\$842,970.00		Subtotal Paving Items	\$ -	\$ -	\$ 849,434.61	101%
103.0	Remove and Dispose 4-inch diameter Sanitary Sewer	LF	36	\$17.00	\$612.00	0.00		0.00	\$ -	\$ -	0%
104.0	Remove and Dispose 6-inch diameter Sanitary Sewer	LF	22	\$15.00	\$330.00	30.00		30.00	\$ -	\$ 450.00	136%
105.0	Remove and Dispose 8-inch diameter Sanitary Sewer	LF	22	\$37.00	\$814.00	99.00		99.00	\$ -	\$ 3,663.00	450%
106.0	Remove and Dispose 10-inch diameter Sanitary Sewer	LF	110	\$27.00	\$2,970.00	159.00		159.00	\$ -	\$ 4,293.00	145%
107.0	Remove and Dispose 15-inch diameter Sanitary Sewer	LF	22	\$33.00	\$726.00	22.00		22.00	\$ -	\$ 726.00	100%
108.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$820.00	\$3,280.00	0.00		0.00	\$ -	\$ -	0%
109.0	4-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	48	\$450.00	\$21,600.00	48.00		48.00	\$ -	\$ 21,600.00	100%
110.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$690.00	\$2,760.00	0.00		0.00	\$ -	\$ -	0%
111.0	6-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	18	\$800.00	\$14,400.00	0.00		0.00	\$ -	\$ -	0%
112.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	8	\$500.00	\$4,000.00	0.00		0.00	\$ -	\$ -	0%
113.0	8-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	144	\$350.00	\$50,400.00	144.00		144.00	\$ -	\$ 50,400.00	100%
114.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	16	\$460.00	\$7,360.00	0.00		0.00	\$ -	\$ -	0%
115.0	10-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	204	\$210.00	\$42,840.00	189.00		189.00	\$ -	\$ 39,690.00	93%
116.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut	LF	4	\$900.00	\$3,600.00	0.00		0.00	\$ -	\$ -	0%
117.0	15-inch diameter PVC Sanitary Sewer Pipe, by open-cut with casing	LF	28	\$300.00	\$8,400.00	28.00		28.00	\$ -	\$ 8,400.00	100%
118.0	Point Repair 4-inch diameter Sanitary Sewer	EA	2	\$3,200.00	\$6,400.00	1.00		1.00	\$ -	\$ 3,200.00	50%
119.0	Point Repair 6-inch diameter Sanitary Sewer	EA	2	\$3,300.00	\$6,600.00	0.00		0.00	\$ -	\$ -	0%
120.0	Point Repair 8-inch diameter Sanitary Sewer	EA	4	\$3,400.00	\$13,600.00	0.00		0.00	\$ -	\$ -	0%
121.0	Point Repair 10-inch diameter Sanitary Sewer	EA	8	\$3,600.00	\$28,800.00	0.00		0.00	\$ -	\$ -	0%

Project: Briar Branch (W140-01-00) Channel & Straw Improvements
 WBS No. N-17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date: 3/17/2021
 Pay Period: 1.5 % Retainage Release
 Pay Estimate No. 028A
 Rain Days This Month

Item	Item Description	UOM	Est.Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
122.0	Point Repair 15-inch diameter Sanitary Sewer	EA	2	\$3,800.00	\$7,600.00	0.00		0.00	\$ -	\$ -	0%
122.1	4-foot diameter precast sanitary sewer manhole	EA	4	\$4,500.00	\$18,000.00	4.00		4.00	\$ -	\$ 18,000.00	100%
122.2	Construct 4-foot Extra Depth Sanitary Sewer Manhole	VF	3	\$200.00	\$600.00	0.00		0.00	\$ -	\$ -	0%
					\$245,692.00				\$ -	\$ 150,422.00	61%
	Water Items										
123.0	Adjust existing meter box to new grade	EA	20	\$800.00	\$16,000.00	20.00		20.00	\$ -	\$ 16,000.00	100%
124.0	Remove and Dispose 8-inch diameter Water Line	LF	52	\$18.00	\$936.00	0.00		0.00	\$ -	\$ -	0%
125.0	Remove and Dispose 20-inch diameter Water Line	LF	51	\$40.00	\$2,040.00	51.00		51.00	\$ -	\$ 2,040.00	100%
126.0	Cut, plug and abandon existing 8-inch diameter Water Line	EA	16	\$1,200.00	\$19,200.00	16.00		16.00	\$ -	\$ 19,200.00	100%
127.0	8-inch diameter Water Line by Open-cut	LF	258	\$140.00	\$36,120.00	123.00		123.00	\$ -	\$ 17,220.00	48%
128.0	8-inch diameter DIP water line by open-cut with restrained joints	LF	223	\$250.00	\$55,750.00	398.00		398.00	\$ -	\$ 99,500.00	178%
129.0	20-inch diameter Water Line by Open-cut	LF	10	\$160.00	\$1,600.00	10.00		10.00	\$ -	\$ 1,600.00	100%
130.0	20-inch diameter DIP water line by open-cut with restrained joints	LF	40	\$360.00	\$14,400.00	40.00		40.00	\$ -	\$ 14,400.00	100%
131.0	8-inch diameter wet connection	EA	16	\$1,400.00	\$22,400.00	16.00		16.00	\$ -	\$ 22,400.00	100%
132.0	20-inch diameter wet connection	EA	2	\$3,500.00	\$7,000.00	2.00		2.00	\$ -	\$ 7,000.00	100%
132.1	Repair damaged water service lines, 4-inch	LF	150	\$80.00	\$12,000.00	0.00		0.00	\$ -	\$ -	0%
132.2	Repair damaged water service lines, 6-inch	LF	150	\$90.00	\$13,500.00	0.00		0.00	\$ -	\$ -	0%
132.3	Repair damaged water service lines, 8-inch	LF	150	\$100.00	\$15,000.00	0.00		0.00	\$ -	\$ -	0%
					\$215,946.00				\$ -	\$ 199,360.00	92%
	Pavement Marking Items										
133.0	Raised Pav Marker Type 1 with Two face Reflective (W/Y)	EA	3	\$7.00	\$21.00	0.00		0.00	\$ -	\$ -	0%
134.0	Thermoplastic Pavement Markings, 4-inch White, Solid	LF	92	\$6.00	\$552.00	0.00		0.00	\$ -	\$ -	0%
135.0	Thermoplastic Pavement Markings, 4-inch Yellow, Dashed	LF	10	\$6.00	\$60.00	0.00		0.00	\$ -	\$ -	0%
					\$633.00				\$ -	\$ -	0%
	Extra Unit Prices										
136.0	Remove misc concrete and masonry	CY	100	\$45.00	\$4,500.00	0.00		0.00	\$ -	\$ -	0%
137.0	6-inch Over Excavate trench bottom	LF	100	\$15.00	\$1,500.00	0.00		0.00	\$ -	\$ -	0%
138.0	Extra Excavation around obstructions	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$ -	\$ -	0%
139.0	Extra Hand Excavation	CY	100	\$35.00	\$3,500.00	1.00		1.00	\$ -	\$ 35.00	1%
140.0	Extra Machine Excavation	CY	50	\$25.00	\$1,250.00	11.00		11.00	\$ -	\$ 275.00	22%
141.0	Extra Placement of Backfill Material	CY	100	\$25.00	\$2,500.00	0.00		0.00	\$ -	\$ -	0%
142.0	Extra Placement of granular fill	CY	100	\$30.00	\$3,000.00	0.00		0.00	\$ -	\$ -	0%
143.0	Extra Cement Stabilized Sand	CY	100	\$40.00	\$4,000.00	0.00		0.00	\$ -	\$ -	0%
144.0	Extra Water Fittings in Place	TON	1	\$3,500.00	\$3,500.00	0.00		0.00	\$ -	\$ -	0%
145.0	Extra Grade 60 Reinforcing Steel	LB	1000	\$2.00	\$2,000.00	0.00		0.00	\$ -	\$ -	0%
146.0	Extra Class "A" concrete with or without forms (complete-in-place)	CY	100	\$65.00	\$6,500.00	0.00		0.00	\$ -	\$ -	0%
146.1	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	LF	2500	\$25.00	\$62,500.00	118.00		118.00	\$ -	\$ 2,950.00	5%
146.2	Installation of chain link fence, Complete in place	LF	1500	\$30.00	\$45,000.00	0.00		0.00	\$ -	\$ -	0%
					\$142,250.00				\$ -	\$ 3,260.00	2%
	Cash Allowances										
147.0	City of Houston Permits	LS	1	\$3,000.00	\$3,000.00	0.00		0.00	\$ -	\$ -	0%
148.0	Street Cut Permit	LS	1	\$3,000.00	\$3,000.00	0.67		0.67	\$ -	\$ 2,023.70	67%
149.0	HCPCD Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$ -	\$ -	0%
150.0	TPDES Permit	LS	1	\$750.00	\$750.00	0.00		0.00	\$ -	\$ -	0%
151.0	Proposed Power Pole and/or street light pole removal/relocation/replacement with re-circuit	LS	1	\$30,000.00	\$30,000.00	0.00		0.00	\$ -	\$ -	0%
152.0	Work Change Directives	LS	1	\$2,000,000.00	\$2,000,000.00	0.00		0.00	\$ -	\$ -	0%
152A	Remove 36" RCP & Replace with 5x2 RCB	LF	170	\$380.00	\$64,600.00	170.00		170.00	\$ -	\$ 64,600.00	100%
152B	Remove 36" RCP & Replace with 36" RCP	LF	60	\$229.00	\$13,740.00	60.00		60.00	\$ -	\$ 13,740.00	100%
152C	Install 24" RCP	LF	420	\$134.00	\$56,280.00	440.00		440.00	\$ -	\$ 58,960.00	105%
152D	Adjust BB Inlet	EA	2	\$2,460.00	\$4,920.00	2.00		2.00	\$ -	\$ 4,920.00	100%
152E	Install 8" Diameter Manhole	EA	1	\$13,400.00	\$13,400.00	1.00		1.00	\$ -	\$ 13,400.00	100%
152F	Mill/Surface Asphalt, Including Base Material at Trench	SY	515	\$45.00	\$23,175.00	515.00		515.00	\$ -	\$ 23,175.00	100%
152G	Manhole at 24" Leads	EA	1	\$3,260.00	\$3,260.00	1.00		1.00	\$ -	\$ 3,260.00	100%
152H	Remove & Install Wooden Fence	LF	40	\$30.00	\$1,200.00	40.00		40.00	\$ -	\$ 1,200.00	100%
152I	Remove & Install Chainlink Fence	LF	140	\$35.00	\$4,900.00	140.00		140.00	\$ -	\$ 4,900.00	100%
152J	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	1.00		1.00	\$ -	\$ 2,500.00	100%
152K	Traffic Control & Flagging	LS	1	\$4,500.00	\$4,500.00	1.00		1.00	\$ -	\$ 4,500.00	100%
152L	Magnolia Tree Removal at 10015 Larston	LS	1	\$750.00	\$750.00	1.00		1.00	\$ -	\$ 750.00	100%
152M	Pine Tree Removal at 10023 Larston St	LS	1	\$1,300.00	\$1,300.00	1.00		1.00	\$ -	\$ 1,300.00	100%
152N	Temporary Asphalt Along Long Branch	LS	1	\$8,223.00	\$8,223.00	1.00		1.00	\$ -	\$ 8,223.00	100%
152O	Change Order 01 - Remove 36-inch RCP, Replace with 7x4 RCB	LS	1	\$225,362.50	\$225,362.50	0.94		0.94	\$ -	\$ 212,086.76	94%
200.0	Furnish and Install new street signs including poles, hardware and foundations at locations listed on plans and as directed by the engineer	EA	16.0	\$575.00	\$9,200.00	14.00		14.00	\$ -	\$ 8,050.00	88%
201.0	Adjust Manhole Frame & Cover	EA	13.0	\$1,600.00	\$20,800.00	13.00		13.00	\$ -	\$ 20,800.00	100%
202.0	Roadway Excavation with or without subgrade	CY	2,808.0	\$28.00	\$78,624.00	2808.00		2808.00	\$ -	\$ 78,623.89	100%
203.0	8-inch thick Reinforced Concrete Pavement, including Final Grading per Details	SF	53,000.0	\$9.50	\$503,500.00	53228.00		53228.00	\$ -	\$ 505,666.00	100%
204.0	Construct ADA Compliant Wheelchair Ramp, including ADA Truncated Domes (complete in place)	SF	100.0	\$25.00	\$2,500.00	60.00		60.00	\$ -	\$ 1,500.00	60%
205.0	Grading	CY	2,815.0	\$14.00	\$39,410.00	2815.00		2815.00	\$ -	\$ 39,410.00	100%
206.0	Lime	TON	98.0	\$200.00	\$19,600.00	134.28		134.28	\$ -	\$ 26,856.00	137%
207.0	Lime Manipulation	SY	6,478.0	\$10.00	\$64,780.00	6686.78		6686.78	\$ -	\$ 66,867.80	103%


Project: Briar Branch (W140-01-00) Channel & Straw Improvements
 WBS No. N-T17000-0018-3
 TIRZ 17 CIP No. T-1734 & T-1734B

Owner:
 Memorial City Redevelopment Authority
 9610 Long Point Road, Ste 150
 Houston, Texas 77055

Contractor:
 Reytec Construction Resources, Inc
 1901 Hollister St.
 Houston, Texas 77080

Today's Date: 3/17/2021
 Pay Period: 1.5 % Retainage Release
 Pay Estimate No. 028A
 Rain Days This Month

Item	Item Description	UOM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete
208.0	Install Removable Bollard (including all necessary items)	EA	7.0	\$750.00	\$5,250.00	7.00		7.00	\$ -	\$ 5,250.00	100%
209.0	Meadow Installation	SF	175,168.0	\$0.50	\$87,584.00	75085.00		75085.00	\$ -	\$ 37,542.50	43%
210.0	Trees - 15g	EA	258.0	\$250.00	\$64,500.00	258.00		258.00	\$ -	\$ 64,500.00	100%
211.0	Trees - 30g	EA	71.0	\$450.00	\$31,950.00	71.00		71.00	\$ -	\$ 31,950.00	100%
212.0	Trees - 45g	EA	90.0	\$550.00	\$49,500.00	90.00		90.00	\$ -	\$ 49,500.00	100%
213.0	Trees - 65g	EA	113.0	\$900.00	\$101,700.00	113.00		113.00	\$ -	\$ 101,700.00	100%
214.0	Mulch Beds - mulch	SF	503.0	\$57.70	\$29,023.10	503.00		503.00	\$ -	\$ 29,023.10	100%
215.0	Mulch Beds - soil amendments	SF	27,139.0	\$1.50	\$40,708.50	27139.00		27139.00	\$ -	\$ 40,708.50	100%
216.0	Mow Strip (Sodding)	SY	2,450.0	\$8.00	\$19,600.00	2450.00		2450.00	\$ -	\$ 19,600.00	100%
217.0	24-Month Maintenance Establishment Period	LS	1.0	\$185,000.00	\$185,000.00	0.30		0.30	\$ -	\$ 55,500.00	30%
218.0	Wingwall Structure Around Existing Inlets	EA	3.0	\$15,000.00	\$45,000.00	0.00		0.00	\$ -	\$ -	0%
219.0	Toe Wall	LF	650.0	\$28.50	\$18,525.00	642.00		642.00	\$ -	\$ 18,297.00	99%
152P	Soil Remediation	LS	1.0	\$147,388.20	\$147,388.20	0.81		0.81	\$ -	\$ 119,384.44	81%
152Q	RCB Cleaning	LS	1.0	\$59,446.39	\$59,446.39	1.00		1.00	\$ -	\$ 59,446.39	100%
					\$2,262,862.50	Subtotal Cash Allowances		\$ -	\$ -	\$ 1,799,714.19	80%



 Contractor Date 3/17/2021

 Owner Date

Overall Totals
 Work Change Directive Budget \$19,020,319.50
 Work Change Directive Completed To Date \$2,000,000.00
 Remaining Work Change Directive Budget \$1,585,603.62
 \$414,396.38

\$0.00 \$18,024,570.07 94.76%
 Retainage (5%) \$ 901,228.50
 Previous Released Retainage \$ 356,929.41
 Released Retainage \$ 270,368.55
 Remaining Retainage \$ 273,930.54
 Sub Total \$17,750,639.53
 Less Total Previous Payment \$17,480,270.98
 Amount due this Estimate \$270,368.55

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is effective as 30th day of March, 2021, by and between MEMORIAL CITY REDEVELOPMENT AUTHORITY, a political subdivision of the State of Texas (the "District"), a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Texas Water Code, as amended (the "Owner"), and REYTEC CONSTRUCTION RESOURCES, INC. (the "Contractor").

RECITALS

WHEREAS, the Owner has determined it is in the Owner's best interest to engage a professional service provider for the services described herein; and

WHEREAS, the Parties have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the Owner and Contractor agree as follows:

SECTION I. SERVICES

Section 1.01. Services. Contractor shall perform landscape maintenance services (the "Services") for the Owner as authorized from time to time by written task orders ("Task Orders") approved by Owner's Board of Directors (the "Board"), and Contractor shall be compensated for such Services as approved by the Board. Contractor may not deviate from approved Services without the prior written consent of the Board. Task Orders shall be evidenced by a written proposal or service order, which shall include the Services to be performed, the location, and the fees. Currently approved Task Orders are attached hereto as **Exhibit A**. Nevertheless, all proposals or service orders of the Contractor that are approved by the Board are governed by the terms of this Agreement even if such proposal or service order does not expressly reference or is not attached to this Agreement. Any additional Task Order shall be approved by the Board and added as another exhibit to this Agreement, signed and dated by Owner and Contractor. The exhibits added shall be sequenced in alphabetical order beginning with **Exhibit B** and shall be dated when approved by the Board. All fees described in the Task Orders shall include charges for labor, materials, insurance, equipment, and any other items required to perform the work in the Services. Except as stated herein, the terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side

of any Task Order, and the Services authorized by each Task Order shall be subject to the terms and conditions of this Agreement.

SECTION II. COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Owner) indicating the Services performed for that month under the terms of this Agreement. Contractor shall submit detailed invoices to the Owner:

Memorial City Redevelopment Authority
c/o Hawes Hill & Associates LLP
Attn: Linda Clayton
lclayton@haweshill.com
P.O. Box 22167
Houston, Texas 77227-2167

Payment shall be made within forty-five (45) days of the approval of Contractor's invoice by the Owner. Interest shall not be paid on service invoices.

Contractor agrees that upon completion of the work called for hereunder, it will furnish the Owner with proof, satisfactory to the Owner, that all labor, material, and equipment for which Contractor has been paid, have been satisfied and paid, unless the Owner waives such proof. Upon furnishing such proof, or waiver thereof, the amount billed by Contractor will be reviewed by the Owner for approval and all undisputed amounts shall be paid to Contractor in accordance with this Section.

SECTION III. GENERAL CONDITIONS

Section 3.01. Contractor's Duties. Contractor covenants with the Owner to furnish its best skill and judgment in performing the Services for the Owner. Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to furnish at all times an adequate supply of workmen, materials and equipment and to perform the Services in the most expeditious and economical manner. Contractor agrees to exercise reasonable diligence in performing the Services, using the degree of care and skill that a prudent person in the same or similar profession would use.

Section 3.02. Relationship of Owner and Contractor. Contractor has been retained by the Owner for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet with Owner approval, but that the detailed manner and method of performing the Services shall be

under the control of Contractor. Contractor's relationship to the Owner during the term of this Agreement is that of an independent contractor. The relationship between the Owner and Contractor is not exclusive.

Section 3.03. Insurance. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Owner evidencing the following insurance coverage, which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Owner upon the Owner's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Owner or others. Cancellation or expiration of any of said insurance policies shall not preclude the Owner from recovery thereunder for any liability arising under this Agreement.

Contractor shall obtain the following insurance from companies having a Best's rating of B+/VII or better and licensed to transact business in the State of Texas:

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted.
- B. Employer's Liability Insurance Limitations with limits of not less than \$500,000.
- C. Commercial General Liability Insurance with limits not less than:
 - 1. Each occurrence - \$1,000,000
 - 2. General aggregate - \$2,000,000
 - 3. Products-Completed Operations Aggregate - \$2,000,000
 - 4. Personal & Advertising Injury - \$1,000,000
- D. Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 (combined).
- E. Excess Liability: \$2,000,000/\$2,000,000.

Contractor's insurance shall include the following endorsements:

- A. The Owner and the Owner's agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

- B. All required insurance shall be endorsed to provide that coverages afforded under the policy will not be canceled or modified without at least seven (7) days prior written notice to the Owner. Renewal certificates shall be provided at least seven (7) days prior to the termination date of the current certificates of insurance during the term of this Agreement.
- C. Inasmuch as Owner and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Owner, Contractor agrees to cause all its policies of insurance maintained in force or procured by Contractor to provide, if necessary, by endorsement, that each such insurer fully waives subrogation against the Owner and its agents and employees.
- D. All the aforesaid policies shall be endorsed to provide that the coverage provided to the Owner as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Owner, and that neither Contractor nor its insurer will seek contribution or recovery from the Owner or such other insurance available to the Owner.
- E. Contractor shall cause its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

Section 3.04. Indemnification.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND ITS OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY OF EVERY KIND OR CHARACTER (INCLUDING SPECIFICALLY ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION), WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES DIRECTLY OR INDIRECTLY FROM THE CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS RELATED TO OR ARISING FROM THIS AGREEMENT. THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY THE CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF THE CONTRACTOR.

THIS INDEMNITY AGREEMENT IS INTENDED TO MEET THE TEXAS "EXPRESS NEGLIGENCE RULE" BECAUSE CONTRACTOR AGREES THAT IT

APPLIES AND IS ENFORCEABLE EVEN AS TO LOSSES, DAMAGES, INJURIES, EXPENSES, CLAIMS, CAUSES OF ACTION, JUDGMENTS OR LIABILITIES JOINTLY OR CONCURRENTLY CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE OWNER. THE TERM "FAULT" IN THE PREVIOUS SENTENCE INCLUDES THE VIOLATION OR BREACH BY THE OWNER OF ANY COMMON LAW DUTY, ANY TERM OF THIS AGREEMENT, OR ANY STATUTE OR REGULATION.

THIS INDEMNIFICATION OBLIGATION IS IN ADDITION TO ALL OTHER LEGAL, EQUITABLE, OR INDEMNIFICATION REMEDIES AVAILABLE TO THE OWNER. THIS INDEMNIFICATION OBLIGATION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CONTRACTOR DOES HEREBY WAIVE, RELEASE AND FOREVER RELINQUISH AND DISCHARGE THE OWNER FROM ALL OF CONTRACTOR'S CAUSES OF ACTION ARISING FROM BODILY INJURY OR DEATH OR DAMAGE TO ANY PROPERTY ARISING OUT OF THE WORK, REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN FULL OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF THE OWNER.

Section 3.05. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Owner does not waive any other remedy allowed under Texas law.

Section 3.06. Agreement Controls. To the extent that there is any inconsistency between the provisions of this Agreement and any attachments or exhibits hereto, the terms of this Agreement shall control.

Section 3.07. Regulatory Requirements. All work will be done in strict compliance with all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

Section 3.08. Safety and Health Standards. Contractor shall observe and comply with all applicable federal, state, and local health and safety laws and regulations.

Section 3.09. Inspection. The Owner and its duly authorized representatives shall have the right to inspect all Services being performed hereunder at any time. Contractor agrees to maintain adequate books, payrolls, and records satisfactory to the Owner in connection with any and all Services performed hereunder and to maintain such books, payrolls and records for at least four years. The Owner and its duly authorized

representatives shall have the right to audit such books, payrolls and records at any reasonable time or times.

Section 3.10. Warranty. Unless a longer warranty period from the Contractor is stated in a Task Order, Contractor warrants all materials, parts, labor, and workmanship for two (2) years from the date of completion of the Service. Contractor shall transfer all manufacturers' warranties to the Owner.

Section 3.11. Assignability. Contractor shall not assign its rights or obligations or any sum that may accrue to it hereunder without the written consent of the Owner, which shall be granted or denied in the Owner's sole discretion.

Section 3.12. Modifications. This Agreement shall be subject to amendment, change or modification only with the prior mutual written consent of the Owner and Contractor, except to add any future exhibits pursuant to Section 1.01.

Section 3.13. Force Majeure. In the event either party to this Agreement is rendered unable, wholly or in part, by force majeure including an act of God; strikes; lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of government of the United States or the State of Texas or any civil or military authority (other than a party to this Agreement); insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; droughts; arrests; civil disturbances; explosions; or other inability similar to those enumerated; to carry out its obligations under this Agreement, it is agreed that party shall give written notice of such act to the other party as soon as possible after the occurrence of the cause relied on and shall, thereafter, be relieved of its obligations, so far as they are affected by such act, during the continuance of any inability so caused, but for no longer.

Section 3.14. Agreement Subject to Applicable Law. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas or any other regulatory agency having jurisdiction.

Section 3.15. Governing Law. This Agreement is governed in accordance with the laws of the State of Texas and shall be enforceable exclusively in the state court in the county in which the Owner is located.

Section 3.16. Waiver. No waiver or waivers of any breach or default by a party hereto of any term, covenant or condition or liability hereunder of performance by the other party of any duty or obligation hereunder will be deemed a waiver thereof in the future, nor will any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 3.17. Intended Beneficiaries. This Agreement is for the sole and exclusive benefit of the Owner and Contractor and will not be construed to confer any benefit upon any other party.

Section 3.18. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

Section 3.19. Chapter 2271 Verification. By signing and entering into this Agreement, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Section 3.20. Anti-Terrorism Verification. Contractor hereby represents and warrants that at the time of this Agreement neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor: (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity, as of the date set forth on the first page hereof.

[EXECUTION PAGE FOLLOWS]

MEMORIAL CITY REDEVELOPMENT
AUTHORITY

By: _____

Name: Ann T. Givens

Title: Chairman, Board of Directors

REYTEC CONSTRUCTION RESOURCES, INC.

By: _____

Name: Steven K. Aranda

Title: VICE PRESIDENT

APPROVED:

CITY OF HOUSTON

By: _____

Name: _____

Date: _____



1901 Hollister St. - Houston, TX 77080

P: 713 957-4003 – F: 713 681-0077 – www.reytec.net

March 24, 2021

Attn:

Karam Qaddo

RE: Briar Branch (W140-01-00) Channel and Straw Improvements

Reytec Construction Resources, Inc. is pleased to provide pricing on the above referenced project to furnish landscaping maintenance to the Briar Branch Channel for 24 months. This price includes bi-weekly service for removing litter, cutting and maintaining 2ft wide mow strips, removing tree stakes and guys around the start of second 12-month period, and trees along the Briar Branch channel from Gessner to the outfall structure. The center swale/planting area will be mowed twice a year (early summer and late fall), with an option for an additional cut during the year at the owner's discretion.

Reytec is to be compensated the remaining 70% of the 24-month maintenance establishment period item (item No. 217 in the Briar Branch W140-01-00 Channel and Straw Improvements Pay Application) as per the schedule of values listed below. Reytec will provide a 2-year warranty on all trees planted with the drainage easement. Any dead trees will be replaced by Reytec's subcontractor LandscapeArt at zero cost to the owner. The 2-year warranty will go into effect on April 1st, 2021 when the final walkthrough and approval has been completed.

Landscaping Maintenance 24 Months (\$3,500.00 Per Month) \$84,000.00

Tree Watering/Maintenance 24 Months (\$5,395.50 Per Month) \$129,492.00

Reytec Construction Resources, Inc. appreciates the opportunity to provide pricing on the project. Please contact me if have questions regarding the proposal.

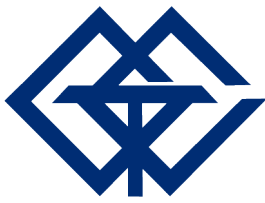
Thanks,

Keegan Droxler
Keegan Droxler

Preconstruction/Sr. Project Manager

(832) 844-8322

kdroxler@reytec.net



**THE GOODMAN
CORPORATION**

TBPE NO. F-19990

HOUSTON: 3200 Travis Street
Suite 200
Houston, TX 77006

AUSTIN: 911 W. Anderson Lane
Suite 200
Austin, TX 78757

PHONE: (713) 951-7951

PROGRESS REPORT

THEGOODMANCORP.COM

To: Scott Bean
From: Jim Webb
Date: March 1, 2021
Re: TIRZ 17 Memorial City Redevelopment Authority Continued Funding Pursuit and Coordination (MCT107) – February 2021

Task	Previous % Complete	Current % Complete
1 – Continued Funding Pursuit and Coordination	50%	51%

Comments: Provided notice of H-GAC UPWP funding opportunity. Will further discuss at CIP Committee.

SWA Houston

The Jones on Main
712 Main Street
6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

PROJECT STATUS REPORT BY SWA

SCOPE: LANDSCAPE ARCHITECTURE FOR MEMORIAL CITY
REDEVELOPMENT AUTHORITY

PROJECTS: TIRZ #17 CIP

DATE: 30 March 2021

CURRENT PROJECTS STATUS

1. MEMORIAL DRIVE DRAINAGE AND MOBILITY IMPROVEMENTS - (T1731B)
(SWA WO#13/#20)
 - SWA is providing construction phase services in coordination with Gauge, TXDOT and Memorial Management District for the proposed 22-month project.
2. W140 MAINTENANCE ACCESS LAYOUT (SWA WO#18)
 - SWA is winding down construction phase activities for landscape improvements associated with the W140 in coordination with Gauge Engineering.
3. N. GESSNER DRAINAGE AND MOBILITY IMPRVTS – PH 1 (T-1732A) (SWA WO#19)
 - SWA is coordinating on-going construction with Gauge Engineering, TXDOT, METRO, CenterPoint as well as with the partnering management districts (Memorial Management and Spring Branch Management Districts) and key property owners and other agencies. Work will soon be completed.

END OF REPORT

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

AGENDA MEMORANDUM

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

7. 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 with regard to the purchase, exchange, lease or value of real property.