

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



Agenda and Agenda Materials  
Meeting of the Board of Directors

---

April 27, 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, April 27, 2021, at 8:00 a.m.**, via Zoom videoconference at: <https://us02web.zoom.us/j/81639289793?pwd=bytucEhnUnlTaDhHdnVmbkZYV3Bxdz09>; or via teleconference at: (346) 248-7799; Meeting ID: **816 3928 9793**; Password: **913779**; 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 March 30, 2021, meeting.
4. Receive financial and bookkeeper's report, including payment of invoices, review of investments, and project cash flow reports.
5. Consider Resolution Relating to Issuance of Bonds.
6. Approve Interlocal Agreement with City of Houston regarding detention project cost share.
7. CIP Committee:
  - a. Project update and recommendations from Gauge Engineering, LLC.
    - i. Consider Pay Application No. 29, Briar Branch Channel and Straws Improvements, from Reytec Construction.
    - ii. Consider Change Order No. 2, Briar Branch Channel and Straws Improvements, from Reytec Construction.
  - b. Consider Interlocal Reimbursement Agreement with City of Houston for Safe Crossings, Briar Branch Access Road.
  - b. Project update from The Goodman Corporation.
  - c. Project update from SWA.
8. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property.
9. Reconvene in Open Session and authorize appropriate actions with regard to the purchase, exchange, lease or value of real property.
10. 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 March 30, 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**

**March 30, 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, March 30, 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, with the exception of Director Heins, thus constituting a quorum. Also present were Scott Bean, Josh Hawes, Linda Clayton, 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; Council Member Amy Peck, District A; Stephen Costello, COH; Ben Gillis, Pat Walters and Gabrielle Luevano, Memorial Management District; Muhammad Ali and Derek St. John, both of Gauge Engineering; Jim Webb, The Goodman Corporation; James Vick, SWA; Drew Masterson and Kristin Blomquist, Masterson Advisors; Bruce Nichols; Emily Anderson; Margaret Dunlap; Janet Luby; Monica Aizpurua; Marlene Gafrick; and Donna Dolinky. Chair Givens called the meeting to order at 8:03 a.m.

**RECEIVE PUBLIC COMMENTS.**

Public comments were received from Bruce Nichols and Donna Dolinky.

**APPROVE MINUTES OF THE FEBRUARY 23, 2021, MEETING.**

Upon a motion made by Director Rickel, and seconded by Director Freels, the Board voted unanimously to approve the Minutes of the February 23, 2021, Board meeting, as presented.

**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 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.



## **APPROVE INTERLOCAL AGREEMENT WITH CITY OF HOUSTON.**

Mr. Costello reviewed the TIRZ 17 Detention Project Cost Share Interlocal Agreement between the City of Houston and TIRZ 17 Memorial City Redevelopment Authority, included in the Board materials. He reported the Agreement will be considered by City Council on April 14. He reported the Interlocal Agreement is required to outline the Authority's responsibility of the 50% local match for Phase I of the services which includes design, permitting and environmental services in an amount of \$2,125,877.39. He reported after Phase I is completed FEMA will be looking the documents to determine if it will award Phase II of the project for construction. He reported Phase II construction is estimated at a local cost share of \$27,748.20. Director Rickel stated the Authority would need additional bonding authority for Phase II of the project. Director Costello estimated Phase I will take twelve (12) months to complete. He reported he has met with SBISD and let them know SBISD is the "preferred" location; however, the engineering cost analysis will be the determining factor of the location for the project. Director Durham stated he would like to see the Exhibits to the Interlocal Agreement before approving. After full discussion by the Board, and upon a motion made by Director Rickel, and seconded by Director Durham, this item was tabled and will be placed on the April agenda for consideration by the Board.

### **CIP COMMITTEE:**

#### **a. Project update and recommendations from Gauge Engineering LLC.**

Chair Givens reported she has received several emails from residents concerning the landscaping for the W140 Access Road project and the fence being removed and not replaced at Costco. She stated there is a large oak tree across from the Costco gas station on the resident side which shades an area that prohibits planting additional landscaping plants to survive.

Mr. Ali reported the concerns of debris at two houses from the Briar Branch Channel project will be cleaned up before final completion, including any other debris that may be remaining to be cleaned up. He reported there are several areas of landscaping that will be added with a cluster of trees and plants on the resident side to the plans. Mr. Vick stated the last couple hundred feet is being left open without landscaping, so vehicles are able to enter for maintenance purposes. He reported there was a one live oak removed and the gap will be filled. He reported there is a straw easement between the live oak and straws on both sides and a landscaping cluster will be added. Mr. Ali noted the fence on the Costco side that was removed was encroaching. Mr. Ali provided an update on the Gessner project. He reported the punch list items from the substantial completion walk-thru are being addressed. He reported Gessner project final completion walk-thru is scheduled for April 16. He provided an update on the Memorial Drive project. He stated currently 10x10 boxes are being installed. Director Freels requested signs be put at the beginning and end of the project with information on the project for the public, if there was money in the budget. Mr. Ali stated he would include the information in the progress report moving forward.

#### **i. Consider Pay Application No. 28, Briar Branch Channel and Straws Improvements, from Reytec Construction.**

Mr. Ali reviewed Pay Application 28 and 28A, Briar Branch Channel and Straws Improvements, from Reytec Construction in the total amount of \$439,563.12. He reported Gauge has reviewed the pay application and concurs with the amount and quantities and is recommending for approval. Upon a

motion made by Director Rickel, and seconded by Director Durham, the Board voted unanimously to approve Pay Application 28 and 28A, Briar Branch Channel and Straws Improvements, from Reytec Construction in the amount of \$439,563.12, as presented.

**ii. Consider Service Agreement with Reytec Construction for landscape maintenance.**

Mr. Ali reviewed the Service Agreement with Reytec Construction, included in the Board materials. He reported the Agreement provides for landscape maintenance and litter abatement services which includes the remaining 70% of the 24-month maintenance establishment period in the Briar Branch Channel and Straws construction contract so the contract can be closed out. He reported the Agreement includes a 2-year warranty on all trees and any dead trees will be replaced at no cost. After full discussion by the Board, and upon a motion made by Director Freels, and seconded by Director Durham, the Board voted unanimously to approve the Service Agreement with Reytec Construction for landscaping maintenance services, as presented.

**b. Project update from The Goodman Corporation.**

Mr. Webb provided an update on H-GAC UPWP funding opportunities. He reported The Goodman Corporation is still looking for funding opportunities for the Memorial Drive Phase 2 project. No action from the Board was required.

**c. Project update from SWA.**

Mr. Vick reported SWA's Status Report is included in the Board materials for review. He reported his update for W140 Access Road was given under Gauge's update. No action from the Board was required.

**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 9:26 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

March 31, 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	6,766,752.06	14,020,729.30	8,367.28	20,795,848.64
Revenue	488,492.55	220.77	0.04	488,713.36
Expenditures	500,225.26	1,093,542.02	0.00	1,593,767.28
Ending Balance	6,755,019.35	12,927,408.05	8,367.32	19,690,794.72

### 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
			<b>Total FYE 2021</b>	<b>7,290,091.00</b>

## General Operating Fund

<b>BEGINNING BALANCE:</b>		<b>6,766,752.06</b>
 <b>REVENUE:</b>		
Checking Interest - Wells Fargo	1.66	
Texpool Interest	108.87	
Wells Fargo/TexSTAR (Surplus Funds) Interest	0.00	
Transfer from 2019 CPF	488,382.02	
Voided Check(s)	0.00	
 Total Revenue:		 <b>488,492.55</b>
 <b>DISBURSEMENTS:</b>		
Checks Presented At Last Meeting	500,119.27	
Checks Written at/after Last Meeting	0.00	
Bank Fee	105.99	
 Total Expenditures		 <b>500,225.26</b>
 <b>Ending Balance:</b>		 <b>6,755,019.35</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	
Wells Fargo Checking	*5490	0.1600	15,157.08
TexPool	*0001	0.0187	6,739,427.30
Wells Fargo/TexSTAR	TexSTAR Surplus Funds	0.0216	434.97
		<b>Total</b>	<b>6,755,019.35</b>

**Memorial City Redevelopment Authority**  
**Checks Presented**

April 27, 2021

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
3185	Allen Boone Humphries Robinson LLP	Legal Fee	-1,436.25
3186	Equi-Tax, Inc	Tax Assessor Fee	-130.50
3187	ETI Bookkeeping Services	Bookkeeping Fee	-1,123.15
3188	Hawes Hill & Associates	Professional Consultant	-8,500.00
3189	The Goodman Corporation Inc	Contract Services	-1,100.00
3190	Allen Boone Humphries Robinson LLP	Legal Fee- Capital Projects	-1,100.00
3191	Gauge Engineering, LLC	Engineer Fee- Capital Projects	-37,374.85
3192	Reytec Construction Resources, Inc.	Briar Branch Channel- Capital Projects	-111,727.47
3193	SWA Group	Memorial Drive Construction- Capital Projects	-5,570.33
<b>Total</b>			<b>-168,062.55</b>

## Capital Projects Fund

<b>BEGINNING BALANCE</b>		<b>14,020,729.30</b>
 <b>REVENUE</b>		
TexPool Interest	220.77	
Voided Check(s)	0.00	
 Total Revenue		 <b>220.77</b>
 <b>EXPENDITURES</b>		
Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Transfer to Wells Fargo (GOF)	488,382.02	
Wire - TC Blvd Partners II, LLC	605,160.00	
 Total Expenditures		 <b>1,093,542.02</b>
 <b>ENDING BALANCE</b>		 <b>12,927,408.05</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0005	0.0187	12,927,408.05
		<b>Total</b>	<b>12,927,408.05</b>

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

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

**Construction Costs:**

<b>Project #</b>	<b>Project Name</b>	
1717	Town & Country W. Drain/Mobility	3,500
1722	Town & Country Blv Signalizatr	1,984
1725	Parks & Green Space Improvements	9,100
1731A	Detention Basin & W-140 Bridge	3,932
1732A	N Gessner Drainage & Mobility	289,447
1734	W-140 Channel Improvements	4,578,713
1735A	Detention Basin A	38,428
1737	MetroNational - Detention / Roads	3,013,459
1737A	TC Blvd Partners	605,160
1738A	Memorial Dr Drain & Mobility 1	10,955,823
1741	W140 Detention Expansion	174,454

**Total Less Construction Costs Paid To Date** **19,674,001**

Total	12,693,772
Interest Earned	77,592
<b>Total Bank Balance</b>	<b>12,771,363</b>



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

Date	Check Num.	Payee	Reference	Expense Category	Payment Breakdown	Amount Paid	Balance
		<b>Proceeds</b>					<b>42,950,709.37</b>
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		<b>TexPool</b>		<b>Interest Earned</b>		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		<b>TexPool</b>		<b>Interest Earned</b>		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		<b>TexPool</b>		<b>Interest Earned</b>		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		<b>TexPool</b>		<b>Interest Earned</b>		1,771.19	15,511,740.48
11/30/2020		<b>TexPool</b>		<b>Interest Earned</b>		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		<b>TexPool</b>		<b>Interest Earned</b>		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 Blv Signalizatn	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		<b>TexPool</b>		<b>Interest Earned</b>		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		<b>TexPool</b>		<b>Interest Earned</b>		482.18	14,020,729.30
3/29/2021	WIRE	TC Blvd Partners II, LLC		1737A TC Blvd Partners	605,160.00	605,160.00	13,415,569.30
3/30/2021	3181	Allen Boone Humphries Robinson LLP	Inv# 118269	1717 Town & Country W Drain	137.50	275.00	13,415,294.30
			Inv# 118269	1735A Detention Basin A	137.50		
3/30/2021	3182	Gauge Engineering, LLC	Inv# 1414	1732A N Gessner Drainage & Mobility	6,747.60	47,355.20	13,367,939.10
			Inv# 1415	1738A Memorial Dr Drain & Mobility 1	7,052.50		
			Inv# 1416	1741 W140 Detention Expansion	4,794.30		
			Inv# 27-(1417)	1734 W140 Channel Improvements	28,760.80		
3/30/2021	3183	Reytec Construction Resources, Inc.	Proj# 1005 Pay Est 28	1734 W140 Channel Improvements	169,194.57	439,563.12	12,928,375.98
			Proj# 1005 Pay Est 28A	1734 W140 Channel Improvements	270,368.55		
3/30/2021	3184	SWA Group	Inv# 184419	1732A N Gessner Drainage & Mobility	1,463.70	1,463.70	12,926,912.28
3/31/2021		<b>TexPool</b>		<b>Interest Earned</b>		220.77	12,927,133.05
4/27/2021	3190	Allen Boone Humphries Robinson LLP	Inv# 118868	1734 W140 Channel Improvements	137.50	1,100.00	12,926,033.05

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

				1732A N Gessner Drainage & Mobility	550.00		
				1717 Town & Country W Drain	412.50		
4/27/2021	3191	Gauge Engineering, LLC	Inv# 28-(1441)	1734 W140 Channel Improvements	28,855.80	28,855.80	12,897,177.25
		Gauge Engineering, LLC	Inv# 1440	1738A Memorial Dr Drain & Mobility 1	8,519.05	8,519.05	12,888,658.20
4/27/2021	3192	Reytec Construction Resources, Inc.	Proj# 1005 Pay Est 29	1734 W140 Channel Improvements	111,724.47	111,724.47	12,776,933.73
4/27/2021	3193	SWA Group	Inv# 184765	1738A Memorial Dr Drain & Mobility 1	5,570.33	5,570.33	12,771,363.40

Memorial City Redevelopment Authority  
Investment Report  
March 31, 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	0.0187	6,760,332.33	1.00015	6,759,318.43	108.87	(20,000.00)	6,740,573.00	1.00017	6,739,427.30
DSF	TexPool	0.0187	3,272.39	1.00015	3,271.90	0.00	0.00	3,272.46	1.00017	3,271.90
GOF	Wells Fargo/ TexStar	0.0216	435.04	1.000151	434.97	0.00	0.00	435.04	1.000154	434.97
DSF	Wells Fargo/ TexStar DSF	0.0216	915.35	1.000151	915.21	0.00	0.00	915.35	1.000154	915.21
DSF	Wells Fargo/ TexStar PI Rev	0.0216	4,180.80	1.000151	4,180.17	0.04	(0.00)	4,180.85	1.000154	4,180.21
CPF	TexPool CPF	0.0187	14,022,832.41	1.00015	14,020,729.30	220.77	(1,093,542.02)	12,929,605.71	1.00017	12,927,408.05

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	6,998.66	1.66	8,156.76	15,157.08

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Wells Fargo	15,157.08	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**  
 March 2021

		March			Year to Date (9 Months)			Annual
		Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
1000 · Income								
	6001 · City Tax Revenue	0	0	0	16,021,318	17,655,053	-1,633,735	17,655,053
	8223 · Interest Income	331	33,333	-33,002	23,131	300,000	-276,869	400,000
	8930 · Bond Proceeds	0	0	0	0	38,905,000	-38,905,000	38,905,000
	<b>Total 1000 · Income</b>	<b>331</b>	<b>33,333</b>	<b>-33,002</b>	<b>16,044,449</b>	<b>56,860,053</b>	<b>-40,815,604</b>	<b>56,960,053</b>
	6-4350 · Grants	0	0	0	0	2,959,000	-2,959,000	2,959,000
	<b>Total Income</b>	<b>331</b>	<b>33,333</b>	<b>-33,002</b>	<b>16,044,449</b>	<b>59,819,053</b>	<b>-43,774,604</b>	<b>59,919,053</b>
<b>Expense</b>								
3335 · Management Consulting Services								
	6320 · Legal	1,436	4,167	-2,731	13,817	37,500	-23,683	50,000
	6322 · Eng Consultant/General Prof.Svc	1,100	5,000	-3,900	102,205	45,000	57,205	60,000
	6337 · Construction Audit	0	0	0	5,800	5,000	800	5,000
	<b>Total 3335 · Management Consulting Services</b>	<b>2,536</b>	<b>9,167</b>	<b>-6,631</b>	<b>121,822</b>	<b>87,500</b>	<b>34,322</b>	<b>115,000</b>
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
	<b>Total 5650 · Transfers</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,139,372</b>
5706 · Debt Service								
	5707 · Principal	0	0	0	5,115,000	5,115,000	0	5,115,000
	5708 · Interest	0	0	0	2,175,091	2,175,091	0	2,175,091
	<b>Total 5706 · Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,290,091</b>	<b>7,290,091</b>	<b>0</b>	<b>7,290,091</b>
6300 · Administration & Overhead								
	6321 · Auditor	0	0	0	22,250	21,500	750	21,500
	6333 · Bookkeeping/Accounting	1,161	1,250	-89	12,076	11,250	826	15,000
	6340 · Administration Salaries/Benefit	8,500	8,500	0	76,500	76,500	0	102,000
	6344 · Bond Svcs/Trustee/FA	0	625	-625	6,600	5,625	975	7,500
	6353 · Insurance	0	0	0	963	1,000	-37	1,000
	6359 · Bank Fees	106	0	106	499	0	499	0
	<b>Total 6300 · Administration &amp; Overhead</b>	<b>9,767</b>	<b>10,375</b>	<b>-608</b>	<b>118,888</b>	<b>115,875</b>	<b>3,013</b>	<b>147,000</b>
7000 · Capital Expenditure								
	1717 · Town & Country W. Drain/Mobil	413	0	413	1,235	0	1,235	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	93,750	-84,650	125,000
	1732A · N Gessner Drainage & Mobility	550	19,667	-19,117	143,054	177,000	-33,946	236,000
	1734 · W140 Channel Improvements	140,721	322,458	-181,737	2,663,273	2,902,121	-238,848	3,869,495
	1735A · Detention Basin A	0	416,667	-416,667	8,166	3,750,000	-3,741,834	5,000,000
	1737 · MetroNational - Detention/Roads	0	0	0	0	3,013,459	-3,013,459	3,013,459
	1737A · TC Blvd Partners	605,160	0	605,160	605,160	0	605,160	0
	1738A · Memorial Dr Drain & Mobility 1	14,089	41,667	-27,578	91,103	375,000	-283,897	500,000

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

	March			Year to Date (9 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1738B · Memorial Dr Drain & Mobility 2	0	4,167	-4,167	0	37,500	-37,500	50,000
1741 · W140 Detention Expansion	0	38,250	-38,250	174,454	344,250	-169,796	459,000
1799 · Concrete Panel Replace Program	0	5,000	-5,000	0	45,000	-45,000	60,000
<b>Total 7000 · Capital Expenditure</b>	<b>760,933</b>	<b>858,293</b>	<b>-97,360</b>	<b>3,696,085</b>	<b>10,738,080</b>	<b>-7,041,995</b>	<b>13,312,954</b>
<b>Total Expense</b>	<b>773,236</b>	<b>877,835</b>	<b>-104,599</b>	<b>11,226,886</b>	<b>18,231,546</b>	<b>-7,004,660</b>	<b>24,004,417</b>
<b>Net Income</b>	<b>-772,905</b>	<b>-844,502</b>	<b>71,597</b>	<b>4,817,563</b>	<b>41,587,507</b>	<b>-36,769,944</b>	<b>35,914,636</b>



# ALLEN BOONE HUMPHRIES ROBINSON LLP

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

April 20, 2021

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

General

Client/Matter: MEM001-01  
Statement Number: 118867  
Billing Attorney: Jessica Biddle Holoubek

---

## REMITTANCE PAGE

Fees for services posted through April 09, 2021	1,436.25
Expenses and Other Items posted through April 09, 2021	0.00
<b>Total Amount Due:</b>	<b>\$1,436.25</b>

*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  
04/20/2021

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

April 20, 2021

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-01  
Statement Number: 118867  
Billing Attorney: Jessica Biddle  
Holoubek

### General

---

#### Professional Fees

Fees for services posted through April 09, 2021, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b>General</b>			
03/22/21	Lauren Reese	Research District records and gather various documents regarding the filing of the District audit with the Texas Comptroller pursuant to Senate Bill 625	0.25
03/23/21	Anne C. Stanford	Intake and review of assignment; draft modified Service Agreement for use with Reytec; revise Reytec proposal to be an exhibit to Service Agreement; draft email to general counsel enclosing documents for review prior to presentation to Reytec.	0.75
03/25/21	Lauren Reese	Follow up with District bookkeeper regarding the audit for fiscal year end June 30, 2020	0.25
03/30/21	Jessica Biddle Holoubek	Prepare for, review the meeting files, and attend regular monthly Board of Directors meeting; follow up regarding the same	1.50
04/06/21	Allison Mayer	Review, sort, and add documents into district records in accordance with Records Management Act	0.25
04/07/21	Allison Mayer	Review, sort, and add documents into district records in accordance with Records Management Act	0.25
04/07/21	Carnell Emanuel	Review and distribute Authority correspondence	0.25
<i>Total Task Hours:</i>			3.50
<i>Total Task Amount:</i>			\$1,436.25
<b>Total Fees:</b>			<b>\$1,436.25</b>

#### TASK FEE BREAKDOWN

	<u>Hours</u>	<u>Amount</u>
General	3.50	1,436.25

---

Total Fees:	\$	1,436.25
Total Expenses and Other Items:	\$	0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b>1,436.25</b>

# Equi-Tax Inc.

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

# Invoice

DATE	INVOICE #
4/1/2021	56888

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 <a href="mailto:jl@equitaxinc.com">jl@equitaxinc.com</a> Angela Cunningham at <a href="mailto:angela@equitaxinc.com">angela@equitaxinc.com</a> Scott Bean at <a href="mailto:sbean@haweshill.com">sbean@haweshill.com</a> Linda Clayton at <a href="mailto:lclayton@haweshill.com">lclayton@haweshill.com</a>	

<b>Total</b>	<b>\$130.50</b>
--------------	-----------------



Code No. 6333  
4/20/2021

ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

# Invoice

Date	Invoice #
4/1/2021	9089

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

Description	Qty	Rate	Amount
Bookkeeping		1,030.00	1,030.00
Couriers		93.15	93.15

	<b>Total</b>	\$1,123.15
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,123.15



Code No. 6333  
4/20/2021

HAWES HILL & ASSOCIATES  
LLP



# Invoice

Invoice #: 04306606  
Date: 4/13/2021

Bill To:

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

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



Code No. 6340  
4/20/2021

Your Order #:	Freight:	\$0.00
Shipping Date:	Sales Tax:	\$0.00
Terms: C.O.D.	Total Amount:	\$8,500.00
	Amount Applied:	\$0.00
	Balance Due:	\$8,500.00

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

# Invoice

Bill To
---------

Date
3/31/2021

Invoice #
3-2021-18

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

Terms

Project
MCT107

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Continued Funding Pursuit and Interagency Coordination	55,000.00	51%	2.00%	1,100.00

<b>Total</b>	\$1,100.00
<b>Balance Due</b>	\$1,100.00

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



Code No. 6322  
 4/20/2021



# ALLEN BOONE HUMPHRIES ROBINSON LLP

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

April 20, 2021

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

### Projects

Client/Matter: MEM001-03  
Statement Number: 118868  
Billing Attorney: Jessica Biddle Holoubek

---

## REMITTANCE PAGE

Fees for services posted through April 09, 2021	1,100.00
Expenses and Other Items posted through April 09, 2021	0.00
<b>Total Amount Due:</b>	<b>\$1,100.00</b>

*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  
4/20/2021



# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

April 20, 2021

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-03  
Statement Number: 118868  
Billing Attorney: Jessica Biddle  
Holoubek

### Projects

---

#### Professional Fees

Fees for services posted through April 09, 2021, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b>W140 Channel and Briar Brach Basin</b> Code No. 1734			
03/11/21	Jessica Biddle Holoubek	Discuss W140 Maintenance Establishment Period Contract with Karam Qaddo	0.25
			<i>Total Task Hours:</i> 0.25
			<i>Total Task Amount:</i> \$137.50
<b>Gessner Widening - 1701</b> Code No. 1732A			
03/22/21	Jessica Biddle Holoubek	Discuss Gessner Road meter fees with James Vick	0.25
03/23/21	Jessica Biddle Holoubek	Discuss water meter fees change order with James Vick; work on services agreement for landscape maintenance	0.50
03/24/21	Jessica Biddle Holoubek	Work on landscape maintenance services agreement and discuss same with Karam Qaddo	0.25
			<i>Total Task Hours:</i> 1.00
			<i>Total Task Amount:</i> \$550.00
<b>Town &amp; Country W. Drain/Mobil - 1717</b> Code No. 1717			
03/11/21	Jessica Biddle Holoubek	Work on matter regarding reimbursement for storm sewer relocation	0.25
03/12/21	Jessica Biddle Holoubek	Review developer reimbursement receipt	0.25
03/23/21	Jessica Biddle Holoubek	Discuss developer reimbursement with Andy Beaupre	0.25
			<i>Total Task Hours:</i> 0.75
			<i>Total Task Amount:</i> \$412.50
			<b>Total Fees:</b> <u>\$1,100.00</u>

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>	
W140 Channel and Briar Brach Basin	0.25	137.50	Code No. 1734
Gessner Widening - 1701	1.00	550.00	Code No. 1732A
Town & Country W. Drain/Mobil - 1717	0.75	412.50	Code No. 1717

---

Total Fees:	\$	1,100.00
Total Expenses and Other Items:	\$	0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b>1,100.00</b>



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

Please send ACH/Wire payments to: 4/19/2021  
 Amegy Bank  
 Routing No.: 113011258  
 Account No.: 5797315123

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 March 19, 2021 to April 16, 2021  
**Contract Type:** Lump Sum  
**Invoice Number:** 28 - (1441)

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	\$214,914	\$0.00
Materials Testing-Aviles/Inspection-Gauge	\$488,000.0	97.52%	\$12,080	\$475,920	\$475,920	\$0.00
<b>Add Services</b>						
Straw Extension Eval & Design / CM&I	\$95,235.0	65.68%	\$32,683	\$62,552	\$33,696	\$28,856
Access Road Design	\$83,000.0	100.00%	\$0	\$83,000	\$83,000	\$0

**Total This Invoice:** **\$28,855.80**

Billings to Date:	Current	Prior	Total
Construction Mgmt & Inspection	\$0.00	\$725,500	\$725,500
Construction Phase Services	\$0.00	\$214,914	\$214,914
Materials Testing-Aviles/Inspection-Gauge	\$0.00	\$475,920	\$475,920
<b>Add Services</b>			
Straw Extension Eval & Design / CM&I	\$28,856	\$33,696	\$62,552
Access Road Design	\$0	\$83,000	\$83,000

I certify the above to be true and correct

  
 \_\_\_\_\_  
**Muhammad Ali - PE**



Code No. 1734  
 4/20/2021



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 1440  
 Date 04/19/2021

Project 1070 MEMORIAL DRIVE -  
 CONSTRUCTION PHASE SERVICES

Professional Services Provided Through April 09, 2021

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
<b>Construction Phase Services</b>	231,870.00	27.00	54,085.85	62,604.90	169,265.10	8,519.05
<b>Expenses</b>	2,000.00	7.44	148.76	148.76	1,851.24	0.00
<b>Traffic Signal CPS</b>	15,279.00	20.00	3,055.80	3,055.80	12,223.20	0.00
<b>Structural Eng CPS</b>	10,000.00	55.00	5,500.00	5,500.00	4,500.00	0.00
<b>Total</b>	<b>259,149.00</b>	<b>27.52</b>	<b>62,790.41</b>	<b>71,309.46</b>	<b>187,839.54</b>	<b>8,519.05</b>

Invoice total 8,519.05

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1440	04/19/2021	8,519.05	8,519.05				
	<b>Total</b>	<b>8,519.05</b>	<b>8,519.05</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

*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  
 4/20/2021



April 20, 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. 29

Dear Mr. Bean:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 29 in the amount of \$111,727.47 for construction services rendered through March 31, 2021. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$111,724.47** 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. 29



Code No. 1734  
4/20/2021

Estimate No. 29  
 Cut off Date 03/31/21  
 Estimate Date 04/19/21

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 : 99.88% In Place : 95.38%  
 Date Insurance Exp. : 10/16/2020 Drug Policy Due Date: N/A Current M/SBE : 18.14%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 714  
 Approved Extensions : 101  
 Total Contract Time : 836  
 Days Used to Date : 835  
 Days Remaining to Date : 1  
 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 95.38% Complete Current Month Billing \$117,607.86  
 2- Material Stored on Site \$0.00  
 3- Material Stored in Place \$0.00  
 4- Balance-Materials Accepted Not in Place \$0.00 @ 85%  
 5- Work Change Directives - In Place \$0.00

TOTAL EARNINGS TO DATE **\$18,142,177.93**

B. DEDUCTIONS

1- Retainage 5% Of \$18,142,177.93 \$907,108.90  
 2- Retainage Released 2% Of \$17,846,470.53 \$(356,929.41)  
 Retainage Released 1.5% Of \$18,024,570.07 \$(270,368.55)  
 3- Total Retainage \$279,810.93  
 4- Liquidated Damages 0.00 Days @ \$5,000.00 \$0.00  
 5- Assessments \$0.00  
 6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS **\$279,810.93**

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date \$18,142,177.93  
 2- Total Deductions \$279,810.93  
 3- Total Payments Due \$17,862,367.00  
 4- Less Previous Payments \$17,750,639.53  
 5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE **\$111,727.47**

BALANCE REMAINING **\$878,141.57**

Prepared By Karam Karim 4/20/2021  
 Karam Karim P.E. Date

Reviewed By Muhammad Ali 4/20/2021  
 Muhammad Ali, P.E. Date

Approved By: Scott Bean 04-27-2021  
 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

April 19, 2021

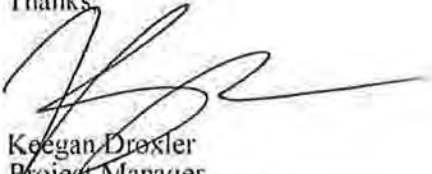
Mr. Muhammad Ali  
Gauge Engineering  
3200 Wilcrest Drive, Suite 220  
Houston, TX 77042

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 029, for April  
2021, Briar Branch (W140-01-00) Channel and Straws  
Improvements.

Thanks,



Keegan Droxler  
Project Manager  
Reytec Construction Resources  
832-844-8322  
[kdroxler@reytec.net](mailto:kdroxler@reytec.net)



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: \_\_\_\_\_

\_\_\_\_\_

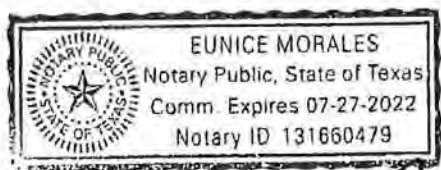
*Andrew Landry*  
(Signature of Contractor's Representative)

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

SWORN TO AND SUBSCRIBED before me on:

4/16/2021

Date



*Eunice Morales*  
Notary Public in and for the State of Texas

My Commission Expires: 7/27/2022  
Expiration Date

Eunice Morales  
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 \$169,194.57 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 February 28, 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)

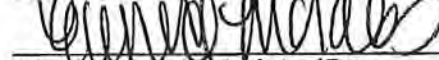
Andrew Landry

(Print or Type Name of Contractor's Representative)

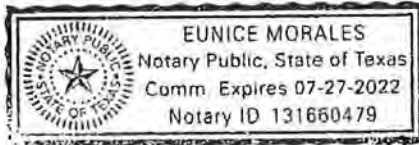
SWORN TO AND SUBSCRIBED before me on:

4/16/2021

Date



Notary Public in and for the State of Texas



My Commission Expires:

7/27/2022  
Expiration Date

Eunice Morales  
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 1.5 % retainage payment in the sum of \$270,368.55 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 1.5% of the retainage payment on the Memorial City Redevelopment Authority/TIRZ 17 through March 17, 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)

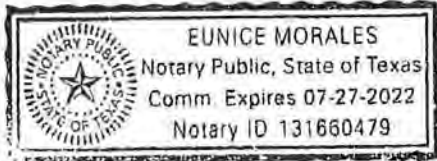
**SWORN TO AND SUBSCRIBED** before me on:

4/16/2021

Date

*Eunice Morales*

Notary Public in and for the State of Texas



My Commission Expires:

7/27/2022  
Expiration Date

Eunice Morales  
Print or Type Name of Notary Public

**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: 029  
 PERIOD TO: 3/1/2021  
3/31/2021

FROM (CONTRACTOR): **Reytec Construction** PROJECT NO: **WBS No. N-T17050-0018-3**  
**1901 Hollister Rd.** **TIRZ 17 CIP No. T-1734 & T-1734B**  
**Houston, Texas 77080**  
**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			

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: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 CONTRACTOR: [Signature] Date: 4/19/21  
 By: \_\_\_\_\_

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 \$ 18,142,177.93

5. RETAINAGE:  
 a. 5 % of Completed Work \$ 907,108.90  
 b. \_\_\_\_\_ % of Stored Material \_\_\_\_\_  
 c. 3.5 % Released Retainage \$ 627,297.96  
 Total Retainage Remaining (Line 5a + 5b - 5c) \$ 279,810.93

5. TOTAL EARNED LESS RETAINAGE \$ 17,862,367.00  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 17,750,839.53

8. CURRENT PAYMENT DUE \$ 111,727.47

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 179,297.50  
 (Line 3 less Line 6)

State of: Texas  
 Subscribed and sworn to before me this 19th day of April, 2021.  
 Notary Public: Eunice Morales  
 My Commission expires: 7/27/22

**EUNICE MORALES**  
 Notary Public, State of Texas  
 Comm. Expires 07-27-2022  
 Notary ID 131660479

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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 \$ 111,727.47  
 (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.

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:  
 Raytac Construction Resources, Inc  
 1901 Hollister St.  
 Houston, Texas 77050

Todays Date: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 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
<b>General Items</b>											
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	Daw	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	1,000	3.00	\$ 4,500.00	\$ 13,500.00	150%
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	Inlet Protection Barrier (State I & II)	LF	12000	\$1.50	\$18,000.00	10820.00		10820.00	\$ -	\$ 15,930.00	89%
12.0	Reinforced Filter Fabric Barrier	SY	144	\$40.00	\$5,760.00	123.00		123.00	\$ -	\$ 4,920.00	85%
13.0	Stabilized Construction Exit	LF	35	\$55.00	\$1,925.00	8.00		8.00	\$ -	\$ 440.00	23%
14.0	Rock Filter Dams-Type 3	LF	8727	\$1.00	\$8,727.00	0.00		0.00	\$ -	\$ -	0%
15.0	Groundwater Control for Open-Cut Construction	LF	10715	\$6.00	\$64,290.00	10715.00		10715.00	\$ -	\$ 64,290.00	100%
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	\$120,000.00	7.95		7.95	\$ -	\$ 119,250.00	100%
19.0	Trench Safety System for Trench Excavations	LF	20183	\$8.00	\$161,464.00	19998.00		19998.00	\$ -	\$ 159,984.00	99%
20.0	Hydro Mulch Seeding	AC	4	\$1,500.00	\$6,000.00	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%
					\$1,289,679.00		Subtotal General Items		\$ 4,500.00	\$ 1,218,306.00	94%
<b>Storm Items</b>											
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	0.00		0.00	\$ -	\$ 315.00	0%
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	880	\$11.00	\$9,680.00	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	10.00		10.00	\$ -	\$ 52,000.00	7%
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	294.00		294.00	\$ -	\$ 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%



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, Sta 150  
 Houston, Texas 77055

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

Todays Date: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 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 Billied	% Complete
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	7X6' RCB Storm Sewer by open cut	LF	25	\$900.00	\$22,500.00	25.00		25.00	\$	\$	100%
50.0	7X7' 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	3029	\$455.00	\$1,378,195.00	3030.00		3030.00	\$	\$	100%
52.0	8'X8' RCB Storm Sewer by open cut	LF	8387	\$607.00	\$5,080,909.00	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	\$767.00	\$61,360.00	80.00		80.00	\$	\$	100%
55.0	9'X8' RCB Storm Sewer by open cut	LF	2628	\$740.00	\$1,944,720.00	2498.00		2498.00	\$	\$	95%
56.0	10'X8' RCB Storm Sewer by open cut	LF	1314	\$848.00	\$1,114,272.00	1248.00		1248.00	\$	\$	95%
57.0	Junction Box (39'X10')	EA	1	\$109,000.00	\$109,000.00	1.00		1.00	\$	\$	100%
58.0	Junction Box (54'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		0.6965199	\$	\$	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 (13.5'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	0.00		0.00	\$	\$	0%
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	\$4,300.00	\$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	988.33		988.33	\$	\$	99%
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	\$	\$	100%
<b>Channel &amp; Retaining Wall Items</b>					<b>\$19,017,539.00</b>		<b>Subtotal Storm Items</b>	<b>\$</b>	<b>\$</b>	<b>12,762,286.00</b>	<b>98%</b>
72.0	Remove and Dispose of Concrete rubble and concrete structures	CY	130	\$22.00	\$2,860.00	5.83		5.83	\$	\$	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	465	\$9.00	\$4,185.00	695.00		695.00	\$	\$	149%
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%
<b>Paving Items</b>					<b>\$1,002,952.00</b>		<b>Subtotal Channel &amp; Retaining Items</b>	<b>\$</b>	<b>\$</b>	<b>1,058,287.27</b>	<b>105%</b>
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	7405.72		7405.72	\$	\$	103%
86.0	Remove and Dispose Concrete Pavements (Including All Thickness w/ or w/o Asphalt, Including Subgrade, w/ or w/o Curb, All Dep	SY	410	\$15.00	\$6,150.00	480.00		480.00	\$	\$	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%
93.0	Reinforced Concrete Pavement 6" Thick	SY	6391	\$63.00	\$402,633.00	8393.22	151.00	8544.22	\$	\$	133%
93.1	Concrete Maintenance Access Ramp	SY	300	\$65.00	\$19,500.00	210.74		210.74	\$	\$	70%
93.2	Reinforced Concrete Pavement 6" Thick - High Early	SY	1154	\$65.00	\$75,010.00	0.00		0.00	\$	\$	0%

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:  
 Raytec Construction Resources, Inc  
 1901 Hollister St.  
 Houston, Texas 77060

Today's Date: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 Rain Days This Month 4

Item	Item Description	UDM	Est. Unit Quantity	Unit Price	Contract Amount	Previous Quantities	This Month Quantities	To Date Quantities	This Month Billing	Total Amount Billed	% Complete	
94.0	Horizontal Dowels, 24-inch	EA	210	\$7.00	\$1,470.00	181.00		181.00	\$	\$ 1,267.00	88%	
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/ Asphalt Surface	SY	454	\$120.00	\$54,480.00	319.20	188.33	427.53	\$	\$ 12,909.60	94%	
					\$847,870.00				\$	\$ 22,512.60	\$ 874,382.60	102%
	<b>Wastewater Items</b>											
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	\$27.00	\$594.00	99.00		99.00	\$	\$ 2,663.00	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	\$	\$ 728.00	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	\$460.00	\$22,080.00	48.00		48.00	\$	\$ 21,800.00	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	\$550.00	\$4,400.00	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	83%	
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	3	\$3,600.00	\$10,800.00	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%	
	<b>Water Items</b>											
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	388.00		388.00	\$	\$ 96,500.00	176%	
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	46.00		46.00	\$	\$ 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	\$3,300.00	\$6,600.00	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				\$	\$ 190,360.00	92%	
	<b>Pavement Marking Items</b>											
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%	



Project: Briar Branch (W140-01-00) Channel & Straw Improvements  
 WBS No. N-T17000-0018-3  
 TRIZ 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: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 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	
<b>Extra Unit Prices</b>					\$493.00	<b>Subtotal Pavement Marking Items</b>						0%
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	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%	
<b>Cash Allowances</b>					\$142,250.00	<b>Subtotal Extra Unit Prices</b>						2%
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	8.87		8.87	\$	\$ 2,623.70	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/replacement with re-circuit	LS	1	\$90,000.00	\$90,000.00	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	80	\$229.00	\$18,320.00	80.00		80.00	\$	\$ 18,320.00	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	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	Cleaning 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	\$8,228.00	\$8,228.00	1.00		1.00	\$	\$ 8,228.00	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	\$	\$ 212,088.76	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	2.00	16.00	\$	\$ 9,200.00	100%	
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	\$	\$ 78,624.00	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	\$	\$ 505,866.00	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	6886.78		6886.78	\$	\$ 68,867.80	103%	
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	100083.00	175168.00	\$	\$ 87,584.00	100%	
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%	

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

**Today's Date:** 4/12/2021  
**Pay Period:** 3/1/21-3/31/21  
**Pay Estimate No.:** 029  
**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
215.0	Mulch Beds - soil amendments	SF	27,139.0	\$1.50	\$40,708.50	27,139.00		27,139.00	\$ -	\$ 40,708.50	100%
216.0	Mow Strip (Sodding)	SY	2,450.0	\$8.00	\$19,600.00	2,450.00		2,450.00	\$ -	\$ 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	0.19	1.00	\$ 28,003.76	\$ 147,388.20	100%
152Q	RCB Cleaning	LS	1.0	\$59,446.39	\$59,446.39	1.00		1.00	\$ -	\$ 59,446.39	100%
152R	Remove and Replace Fence	LF	190.0	\$60.00	\$11,400.00	0.00	190.00	190.00	\$ 11,400.00	\$ 11,400.00	100%
					\$2,262,862.50	Subtotal Cash Allowances		\$	90,595.29	\$ 1,990,300.46	34%

<b>Overall Totals</b>	\$19,020,319.50		\$117,607.86	\$18,142,177.93	95.38%
Work Change Directive Budget	\$2,000,000.00				
Work Change Directive Completed To Date	\$1,676,198.88		Retainage 5%	\$ 907,108.90	
Remaining Work Change Directive Budget	\$323,801.12		Retainage Released 3.5%	\$ 627,297.96	
			Remaining Retainage 1.5%	\$ 279,810.93	
			Sub Total	\$17,862,367.00	
			Less Total Previous Payment	\$17,750,639.53	
			Amount due this Estimate	\$111,727.47	



4/19/21

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:	3/1/2021 to 3/31/2021

#### Overall Goal:

Contracted:	17.64%	\$	3,354,286.69
Current:	18.14%	\$	3,449,484.46
	<b>-0.50%</b>	<b>\$</b>	<b>(95,197.77)</b>

#### MWSBE Goal:

SBE/MBE Goal:				WBE Goal:			
Contracted	9.73%	\$	1,850,690.13	Contracted:	7.91%	\$	1,503,596.56
Current:	10.37%	\$	1,972,268.51	Current:	7.77%	\$	1,477,215.95
	<b>-0.64%</b>	<b>\$</b>	<b>(121,578.38)</b>		<b>0.14%</b>	<b>\$</b>	<b>26,380.61</b>

#### Individual Goal:

Moran Construction (MBE)				Access Data (WBE)			
Contracted	3.04%	\$	578,217.71	Contracted:	7.91%	\$	1,503,596.56
Current:	2.85%	\$	541,733.83	Current:	7.77%	\$	1,477,215.95
	<b>0.19%</b>	<b>\$</b>	<b>36,483.88</b>		<b>0.14%</b>	<b>\$</b>	<b>26,380.61</b>

Ecung (MBE)				Rosales Trucking (MBE)			
Contracted	0.36%	\$	67,661.85	Contracted:	2.47%	\$	469,873.93
Current:	0.08%	\$	15,225.00	Current:	4.16%	\$	791,709.84
	<b>0.28%</b>	<b>\$</b>	<b>52,436.85</b>		<b>-1.69%</b>	<b>\$</b>	<b>(321,835.91)</b>

Fabco (MBE)				Landscape Art (SBE)			
Contracted	0.99%	\$	187,949.57	Contracted:	2.88%	\$	546,987.07
Current:	1.10%	\$	209,872.77	Current:	2.18%	\$	413,727.07
	<b>-0.12%</b>	<b>\$</b>	<b>(21,923.20)</b>		<b>0.70%</b>	<b>\$</b>	<b>133,260.00</b>

**swa**

**WORK ORDER # 20**

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

Date: April 13, 2021  
Invoice No: 184765  
For Period: March  
Project No: RHTT002  
Project Manager: James Vick

Project Memorial Drive Construction

WORK PERFORMED:  
Construction Phase Services.

Professional Services from March 1, 2021 to March 31, 2021

**Professional Personnel**

	Hours	Rate	Amount
Principal			
Rentrop, Rhett	15.50	210.00	3,255.00
Vick, James	9.00	245.00	2,205.00
Staff			
Oliver, Robert	1.00	110.33	110.33

**Total Fee Due This Invoice**

**5,570.33**

**Total Due this Invoice**

**\$5,570.33**

Authorized Fee:	\$ 93,450.00
Previously Billed:	\$ 16,265.61
Billed to Date	\$ 21,835.94
Remainder Fee:	\$ 55,348.45



Code No. 1738A  
4/20/2021

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.

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. Consider Resolution Relating to Issuance of Bonds.

**RESOLUTION RELATING TO ISSUANCE OF BONDS**

WHEREAS, Reinvestment Zone Number Seventeen, City of Houston, Texas (the "Zone"), was created by Ordinance No. 1999-759 of the City of Houston, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended; and

WHEREAS, Memorial City Redevelopment Authority (the "Authority") has been legally created and operates pursuant to the general laws of the State of Texas applicable to local government corporations to act on behalf of the Zone in the implementation of the Project Plan and Reinvestment Zone Financing Plan, as amended (the "Plan");

WHEREAS, the Authority's Board of Directors has determined that the Plan may best be implemented by the issuance of tax increment revenue bonds by the Authority;

WHEREAS, the City has previously consented to the issuance of bonds in a total amount not to exceed \$55,000,000 outstanding;

WHEREAS, the Authority's Board of Directors has determined that the implementation of the Plan requires an increase in the amount of authorized bonds; now, therefore,

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

Section 1: The Authority hereby requests that the City Council of the City of Houston, Texas, authorize the issuance of bonds and notes by the Authority in the aggregate principal amount not to exceed \$90,000,00 outstanding at any one time.

Section 2: The officers and consultants of the Authority are hereby authorized and directed to do any and all things reasonably necessary for the implementation of this resolution and to assist the City in the authorization of the issuance of the referenced bonds.

PASSED and APPROVED the 27th day of April, 2021.

---

Chair, Board of Directors

ATTEST:

---

Asst. Secretary, Board of Directors

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

I, the undersigned officer of the Board of Directors of Memorial City Redevelopment Authority hereby certify as follows:

1.       The Board of Directors of Memorial City Redevelopment Authority convened in regular session on the 27th of April, 2021, via videoconference, and the roll was called of the members of the Board:

Ann T. Givens	Chair
Brad Freels	Vice Chair
vacant	Director
David Durham	Assistant Secretary
Marshall Hines	Director
John Rickel	Director
Zachary R. Hodges	Director

and all of said persons were present, except Director(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION RELATING TO ISSUANCE OF BONDS

was introduced for the consideration of the Board. It was then duly moved and seconded that the resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried unanimously.

2.       A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Resolution has been duly recorded in the Board’s minutes of the meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; that the meeting was open to the public as required by law; and that public notice of the time, place and subject of the meeting was given as required by Chapter 551, Texas Government Code.

SIGNED this the 27th day of April, 2021.

\_\_\_\_\_  
Asst. Secretary, Board of Directors

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. Approve Interlocal Agreement with City of Houston regarding detention project cost share.



## CITY OF HOUSTON - CITY COUNCIL

Meeting Date:

District G

Item Creation Date: 7/28/2020

HPW – 20IPP08 Agreement / TIRZ 17 Memorial City Redevelopment Authority

Agenda Item#:

### **Background:**

**SUBJECT:** Interlocal Agreement between the City of Houston (City) and TIRZ 17 Memorial City Redevelopment Authority (Authority) for Phase I and Phase II of the TIRZ 17 Detention Project.

**RECOMMENDATION:** Adopt an ordinance approving and authorizing an Interlocal Agreement between the City of Houston and TIRZ 17 Memorial City Redevelopment Authority for Phase I and Phase II of the TIRZ 17 Detention Project and accept funds in the amount of \$2,125,877.39.

**PROJECT NOTICE/JUSTIFICATION:** This project is part of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). This Interlocal Agreement defines terms between the City and Authority for the management of design and permitting activities and construction activities, in accordance with federal requirements, and terms for reimbursement of incurred costs eligible under the HMGP grant.

**DESCRIPTION:** This project consists of the design and permitting for Phase I and the construction, Phase II of the TIRZ 17 Detention Project, which is intended to reduce the risk of localized flooding to adjacent communities.

**LOCATION:** The project area is generally bounded by US Interstate 10 on the north, Bunker Hill Road on the east, Buffalo Bayou on the south, and the Sam Houston Tollway/Beltway 8 on the west.

**SCOPE OF THE AGREEMENT AND FEE:** The Agreement between the City and Authority entails the terms for the management of the design and permitting activities and construction activities, in accordance with federal requirements, and terms for reimbursement of incurred costs eligible under the HMGP grant. Under the scope of the Agreement, the City will be responsible for the design work, permit acquisition, and construction completion.

The Authority shall reimburse the City for eligible expenses incurred to complete the Phase I activities as outlined in the Agreement. The total amount reimbursable to the City shall not exceed \$2,125,877.39, which constitutes the Phase I Local Cost Share or 55% of the total project cost. The Phase I Federal Cost Share will be \$1,724,122.61 or 45% of the Phase I cost.

Should the City be successful in securing an appropriation for any obligation created by the terms of the Agreement with respect to Phase II Sub-Grant Funds, the Authority shall reimburse the City for eligible expenses incurred to complete the Phase II activities as outlined in the Agreement. The total amount reimbursable to the City shall not exceed \$27,748,195.20, which constitutes the Phase II Local Cost Share or 53% of the total project cost. The Phase II Federal Cost Share will be \$24,276,339.00, or 47% of the Phase II cost.

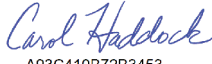
Acceptance of the HMGP grant for the TIRZ 17 Detention Project is being requested under a separate Council action. The funds contributed by the Authority will be appropriated through later council actions to award contracts for design and construction services.

**FISCAL NOTE:** No significant fiscal operating impact is anticipated as a result of this project.

No fiscal note is required on grant items.

**ACTION RECOMMENDED:** It is recommended that City Council adopt an ordinance approving and authorizing an Interlocal Agreement between the City of Houston and TIRZ 17 Memorial Redevelopment Authority and accept funds in the amount of \$2,125,877.39.

DocuSigned by:

  
A93C410B72B3453...

4/6/2021

Carol Ellinger Haddock, P.E.

Director

Houston Public Works

WBS No(s). M-430296-0017-3



**Contact Information:**

Maureen Crocker  
Assistant Director, Transportation & Drainage Operations  
Phone: (832) 395-3222

**ATTACHMENTS:**

**Description**

Map

**Type**

Backup Material

**Controller's Office**

**To the Honorable Mayor and City Council of the City of Houston, Texas:**

**I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the Ordinance set out below that:**

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.**
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the Ordinance set out below.**
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.**
- ( ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.**
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.**
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.**

**( ) Other – Grant Funds Available**

**Date: \_\_\_\_\_ 2021      City Controller of the City of Houston**

**FUND REF:                      AMOUNT:                      ENCUMBRANCE NO:**

**City of Houston, Texas, Ordinance No. 2021-\_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE TIRZ 17 DETENTION PROJECT COST SHARE BETWEEN THE CITY OF HOUSTON AND TIRZ 17 MEMORIAL CITY REDEVELOPMENT 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; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

**\* \* \* \* \***

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** That the City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form

as shown in the document which is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 2.** That the Mayor is hereby further authorized to take all actions necessary to effectuate the City's intent and objectives in approving the contract, agreement, or other undertaking described in the title of this Ordinance, in the event of changed circumstances.

**Section 3.** That the City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

**Section 4.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five (5) days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Charter of the City of Houston, Texas.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor of the City of Houston

Pursuant to Article VI, Section 6, Charter of the City of Houston, Texas, the effective date of the foregoing Ordinance is \_\_\_\_\_.

\_\_\_\_\_  
City Secretary

Approved as to Form:

 \_\_\_\_\_, 2021 (Prepared by Legal Dept. )  
Holland S. Banks  
Assistant City Attorney

(Requested by Carol E. Haddock, P.E., Director, Houston Public Works, City of Houston.)

**EXHIBIT "A"**  
**(INTERLOCAL AGREEMENT)**

**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.

**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 (90<sup>th</sup>) 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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021, 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**

## **SCOPE OF WORK**

### **Project Description**

1. *General Project Description:* The TIRZ 17 Detention and Conveyance Project (the "Project") is located in west Houston at the junction of Interstate 10 and Beltway 8. The Project consists of the construction of a sub-surface detention basin located in the Memorial Middle School sports complex and conveyance system improvements connecting the new detention capacity to Harris County Flood Control Ditch W151-00-00, thereby improving the area drainage capacity that currently drains to Harris County Flood Control Ditch W153-00-00. At the completion of the sub-surface detention basin construction, the existing sports amenities at the Memorial Middle School sports complex will be restored. *Project Location, start and finish: 29.78089, -95.55262 (Sports Complex Detention Basin); 29.77859, -95.53999 (End of W151 Conveyance Improvement).*

The preliminary engineering analysis for the Project was performed by Lockwood, Andrews & Newman, Inc. (LAN)<sup>1</sup>. LAN analyzed 7 design alternatives for runoff improvements, which varied in scope, cost, and anticipated beneficial outcomes. The City of Houston (COH) selected Alternative 4 as the most cost-effective alternative and submitted the Hazard Mitigation Grant Program (HMGP) Application in December of 2018.

The selected detention basin site is part of an existing sports complex located to the north of the Memorial Middle School. The property is owned by the Spring Branch Independent School District (SBISD) and leased to the Spring Branch Memorial Sports Association (SBMSA) for the sport amenities. The construction of the sub-surface detention basin involves the excavation of the current soccer/football field and will have runoff storage capacity of 110 acre-feet. An image of the Sports Complex site is shown below.

---

<sup>1</sup> "Draft: Preliminary HMGP Grant Investigations - TIRZ 17" dated 8/23/2018. Lockwood, Andrews & Newman, Inc. (LAN)

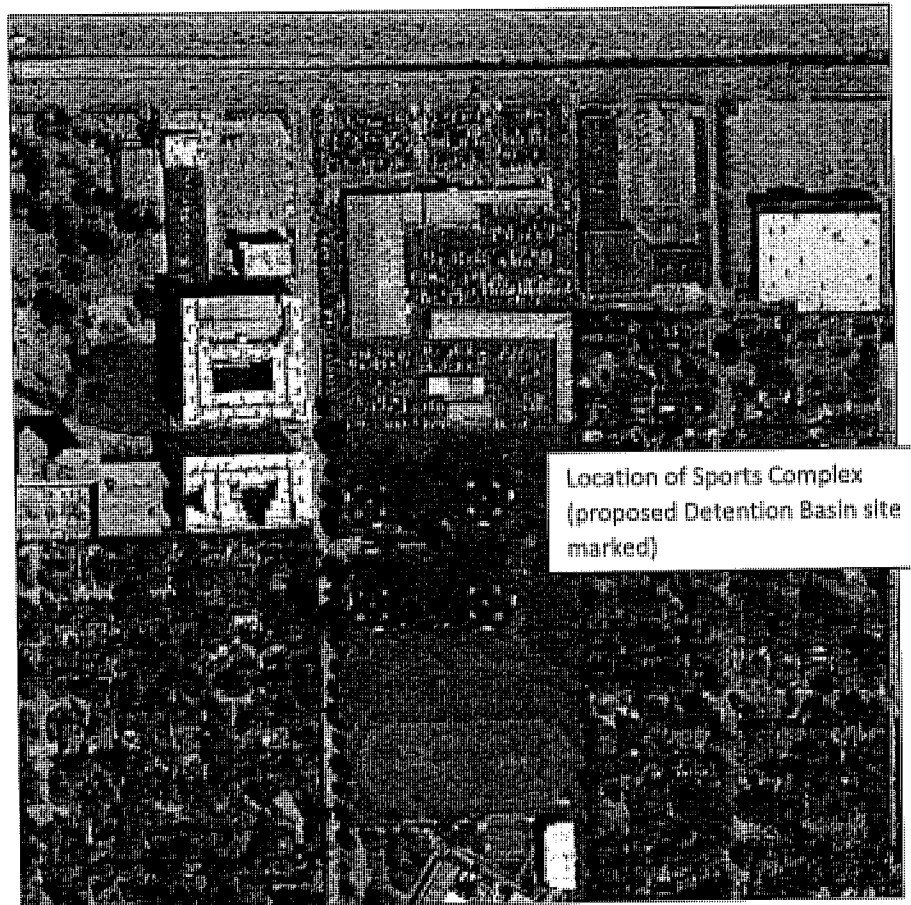


Figure 1: Sports Complex site (proposed location of Detention Basin shown)

Because the location of the Detention Basin shown in Figure 1 is currently an active sports facility for Spring Branch ISD, the COH will acquire the property from Spring Branch ISD for the construction of the sub-surface detention basin, and upon completion of the detention basin construction, restore any of the disturbed sports amenities and provide an easement to Spring Branch ISD for the use of the facility. The property acquisition and restoration of sports amenities is including in this grant application.

In addition to the construction of the detention basin, conveyance improvements (both replacements and new infrastructure) are included as part of this project. Improvements to the existing infrastructure will ensure that the detention basin is utilized to capacity. As part of the project, a new 9'x7' box culvert will be installed within existing COH right-of-way. The box culvert will convey flow from the detention basin to drainage ditch W151-00-00. New drainage systems would be installed to divert flow to and from the basin, and existing downstream conveyance systems (pipes and culverts) would get replaced in

order to handle the increased capacity. The conveyance system was undersized to suit the needs of the drainage area, so the improvements are needed to help convey water through the region.

The project improves upon the existing storm sewer system upstream by installing a conveyance system connection to the sub-surface detention basin that would act as a relief storm water system by diverting runoff from the overcapacity Ditch W151-00-00 to Ditch W153-00-00. Phase I will encompass design completion and required permitting within a 12-month period followed immediately by the Phase II which is a 24-month period for construction.

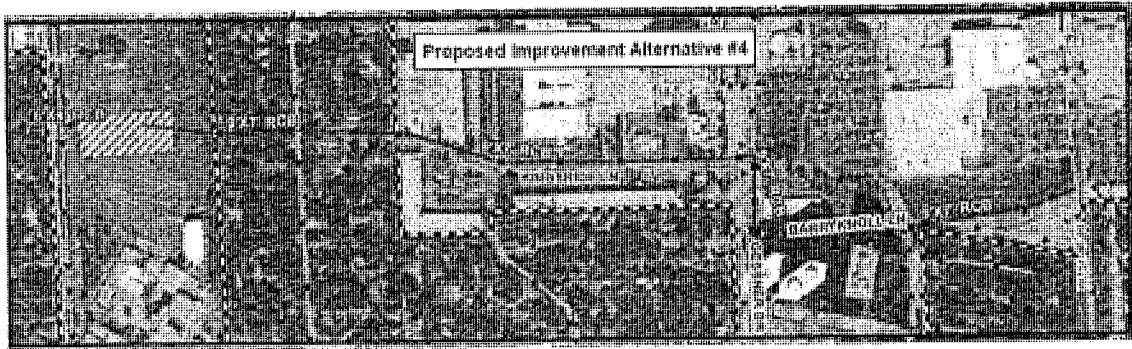


Figure 2: Proposed Project (conveyance to be constructed in existing COH right-of-way)

Areas within and adjacent to the Memorial City TIRZ 17 have been impacted by repetitive flooding as a result of various storm events and the disproportionate amount of impervious surfaces at the Interstate 10/TX-8 Sam Houston Tollway interchange. Current studies indicate many storm sewers within the area do not have the capacity to carry runoff flow from larger storm events. Additionally, inadequate connections and conveyance paths do not allow for effective flow of runoff into channels with added capacity. The enhancements proposed as part of this project will quickly convey storm water runoff away from structures and roadways in surrounding neighborhoods and into the detention basin and larger channels. The conveyance from W151-00-00 to the sports complex detention basin will allow for connectivity between the watersheds and reduce peak flow in W151-00-00, which will further reduce flood damage. In this way, connecting the HCFCD W153-00-00 and HCFCD W151-00-00 watersheds maximizes the flood reduction benefits. The land use in this area is fully developed with high-density single- and multi-family residential buildings. Within the model extents there are roughly 11 structures removed from the 100-year flood extents. Impacts of flooding in this area



include the potential to damage structures and their contents, while also limiting access to the area due to street inundation.

The City of Houston has collaborated and is coordinating with multiple local partners to accomplish the project. These partners have committed funds to the project and other forms of cooperation and technical assistance, including property acquisition, design development, and phasing and staging project elements. Project partners include the City of Houston, Harris County Flood Control District (HCFCD) for coordination with existing flood control systems and conveyances, and Tax Increment Reinvestment Zone (TIRZ) 17<sup>2</sup> for additional Local Share funding. A breakdown of funding contributions from project partners as well as the proposed level of HMGP funding can be found in the Project Objectives - Outcome, Level of Effort and Milestones section of this application.

The project will be implemented as a phased project per FEMA's requirements outlined in the "Hazard Mitigation Assistance Guidance" dated February 27, 2015. Phase I includes engineering, design, hydrologic and hydraulic modeling, permitting, and other associated tasks; Phase II is construction of the project. The phases are outlined below, and a milestone schedule can be found at in this scope of work.

The schedule presented in this scope includes contingencies to account for potential delays due to environmental permit approvals and property acquisition. The City of Houston will be responsible for purchasing the property from the school district and provide an easement for use of the area post-project. Upon completion of project construction, the soccer/football field will be repaired to its pre-existing capacity and the school district will have rights to the surface, while the City of Houston will own the sub surface detention basin. Design and construction of the project may take longer than the 36-month Period of Performance. If so a time extension will be requested.

- Phase I: Project Design and Permitting of the Sports Complex Detention Basin and W151 Conveyance Relief
- Phase II: Property Acquisition, Project Procurement, Construction, and Closeout of the Sports Complex Detention Basin and W151 Conveyance Relief

2. *Hazards Addressed by Project:* Areas within and adjacent to the Memorial City TIRZ 17 have been impacted by repetitive flooding as a result of various storm events and the disproportionate number of impervious surfaces at the Interstate 10/TX-8 Sam Houston

---

<sup>2</sup> The Tax Increment Reinvestment Zone (TIRZ) is a zone designated by City of Houston City Council to provide tax incentives and promote development in a designated area. Any taxes that are collected are utilized to fund public improvements within the zone. TIRZ-17 has agreed to finance portions of the proposed detention basin and conveyance as part of their commitment to public infrastructure improvements.

Tollway interchange. Current studies indicate many storm sewers within the area do not have the capacity to carry runoff flow from larger storm events. Additionally, inadequate connections and conveyance paths do not allow for effective flow of runoff into channels with added capacity. The enhancements proposed as part of this project will quickly convey storm water runoff away from structures and roadways in surrounding neighborhoods and into the detention basin and larger channels. The conveyance from W151-00-00 to the sports complex detention basin will allow for connectivity between the watersheds and reduce peak flow in W151-00-00, which will further reduce flood damage. In this way, connecting the HCFCD W153-00-00 and HCFCD W151-00-00 watersheds maximizes the flood reduction benefits. The land use in this area is fully developed with high-density single- and multi-family residential and commercial buildings. Impacts of flooding in this area include the potential to damage structures and their contents, while also limiting access to the area due to street inundation. Although the number of structures removed from the floodplain is relatively low, the project has overall benefits that include reduction in flood depths for many properties throughout this area.

Storm Event	Number of Flooded Structures – Pre-Project	Number of Flooded Structures – Post-Project	Structures Removed from the Floodplain
50%	7	5	(2)
10%	31	25	(6)
1%	102	92	(10)

3. *Project Type:* This project will improve the drainage conveyance of subwatershed W151-00-00, which runs through a densely-populated neighborhood in Memorial City TIRZ 17 with approximately 7,500 residents. The proposed conveyance to the sports complex detention basin will reduce peak flow in W151-00-00 and flooding caused by runoff going over the flood control channel banks. Additionally, the new storm sewer system will allow for storm water runoff to be conveyed more quickly away from structures and roads. In tandem with the proposed detention basins, risk of repetitive flooding and structural damage can be reduced for various storm events.
4. *Major Elements of the Project:* This project is proposed to be phased in accordance with FEMA's HMA Guidance. Phase 1 includes completion of design and permitting (including regulatory approvals and modelling), and Phase 2 includes construction, final inspection, and commissioning (permit closure).

**Phase I**

- 1) Procure design consultants. Update and completion of contract drawings, specifications and bid documents.
- 2) Submit environmental, cultural and construction permits
- 3) Finalize Project Delivery Method and Schedule

**Phase II**

- 4) Acquisition of property
- 5) Preconstruction, Procurement, Mobilization, and Demolition
- 6) Construction of the project elements
- 7) Construction management and inspection of the project elements
- 8) Project close-out (include preparation of as-built drawings and maintenance agreements)

*Project accomplishment during period of performance (36 months):*

- a. Design of the project will be the initial element and will take approximately 12 months. This will include additional hydrologic and hydraulic modeling and updates to the assessment of cost-effectiveness to submit for Phase 2 award.
- b. Environmental assessments and regulatory permit approvals are also part of the critical path and will take approximately 6-12 months. These activities will overlap and run concurrently to project design and property acquisition in order to expedite the timeline.
- c. Designing the project, acquiring land, submitting permits, and construction of the project require the highest level of effort. It is anticipated that design, acquisition, permitting will be completed during the period of performance and that each of project elements will commence construction during the period of performance.
- d. Construction management and inspection of the project elements will be part of the construction schedule.

**Project Objectives - Problem Solutions/Hazard Reduction:**

1. This project addresses the problem of multiple occurrences of flood damage from frequent storms to structures within the W151-00-00 and W153-00-00 watersheds, which are fully developed and primarily contains high-density single family residential and commercial buildings. This project will reduce flood related damages to affected structures and inundation of streets in the neighborhoods, improving access for emergency vehicles and residents during periods of flooding.
2. This project protects structures at all levels of water surface elevation. The project does not give complete protection for each of the designated storms (2-yr, 10-yr, and 100-yr), but it does give additional protection for each of these storms so the overall effect for a

history of storms is to reduce the number of damaged facilities and the severity of the damage sustained by the buildings. The design storms presented above were utilized in the BCA analysis due to their use in the analysis developed by LAN. Following their process allowed for a more time efficient method of verification of their model.

3. The project provides beneath-surface storm water capture devices and improved conveyance between collection areas, which, during large storm events, provides a reduction in water surface elevations in the vicinity of the project. The lower water surface will produce fewer flooded structures and prevent streets from flooding, improving access in the area during emergency situations.
4. The analysis to determine the number of affected structures used the output from a hydrologic and hydraulic simulation using the HEC-RAS model software. The analysis was performed using existing HEC-RAS models, which were provided by Harris County Flood Control District (HCFCD). A hydraulic analysis of the model by LAN led to a Corrected Effective HEC-RAS model, which utilized storm events in 2015 and 2016 to calibrate the existing model. This analysis was done as a collaboration with HCFCD. Finally, the model was run with the Sports Complex Basin, and collection area relief included. The water surface elevations between the Existing, Corrected Effective, and Proposed models were evaluated. Once the differential in water surface elevations and flood levels were established, the cross sections were used to determine the limits of the water surface elevation. This elevation differential was applied to a GIS database which contained the structure information from Harris County Appraisal district. A LiDAR model on elevations was used to sort which structures flooded pre-project and which would flood post-project. Based on this analysis, 10 homes did not flood, with the addition of 1 commercial property based on the three flood events which were analyzed.

**Project Objectives - Outcome, Level of Effort and Milestones:**

The total budget for this project is estimated to be \$56,528,154. Please see major milestone description and schedule below, and Budget Worksheet Phase I through Phase II (attached) for additional details.

**Project Funding**

Local Share – From City of Houston/TIRZ-17	\$30,000,000
Federal Share	\$26,528,154
<b>Project Total</b>	<b>\$56,528,154</b>

**Major Milestones****Phase I: Design**

1. Update and complete contract drawings, specifications and bid documents. This milestone requires the engineer of record to complete the required documents to publicly bid the project. Upon completion of project documents and updated engineer's estimate of cost, the benefit cost analysis will be revised with updated project costs and benefits and an updated BCA report and technical memo will be presented to FEMA to determine the eligibility and technical feasibility of Phase II Construction. Note that the updated BCA results will be synthesized with data from the completed preliminary design and environmental assessment of the two project elements to confirm the continued cost-effectiveness of the systemic approach of the project.
2. Submit all required permits for environmental and cultural work, as well as overall construction of the project. The City will complete a total boundary and utility survey and a geotechnical investigation during this milestone. A draft integrated PR&G and EA will be provided to FEMA for review in Phase I to finalize the draft EA for public notice so that a finding of no significant impact (FNSI) will be completed by the end of Phase I.
3. Finalize Project Delivery Method and Schedule. Determine how the project will be procured and finalize the projected schedule that contractors will need to adhere to.

**Phase II: Construction**

4. Acquisition of property at the site location for the Sports Complex Detention Basin. Additional tasks to be completed and incorporated into final design with the acquisition of property is a more thorough site assessment and geotechnical investigation to ensure the stability of the project site.
5. Advertisement for bid for the construction of the Sports Complex Detention Basin project element and award of construction contract to low responsive bidder. This will be a standard advertised project for the City of Houston and will follow the City's local procurement ordinances and policies and supplemented by 2 CFR 200 requirements. This milestone is met when all bids are opened, reviewed for completeness and accuracy and the engineer of record makes a recommendation to award. This milestone also includes the approval and signing of all the contract documents.
6. Construction of the project elements. This portion of the construction is to be completed in a single phase and will be the major time element in the project.
7. Construction management and inspection of the project elements. This activity will run for the duration of construction and will assure the project is completed according to the engineer's design of the project and approved budgets. Confirmation of materials and elevations specified in contract documents will be conducted through ongoing third-party inspections to ensure the project meets all stated objectives and standards.

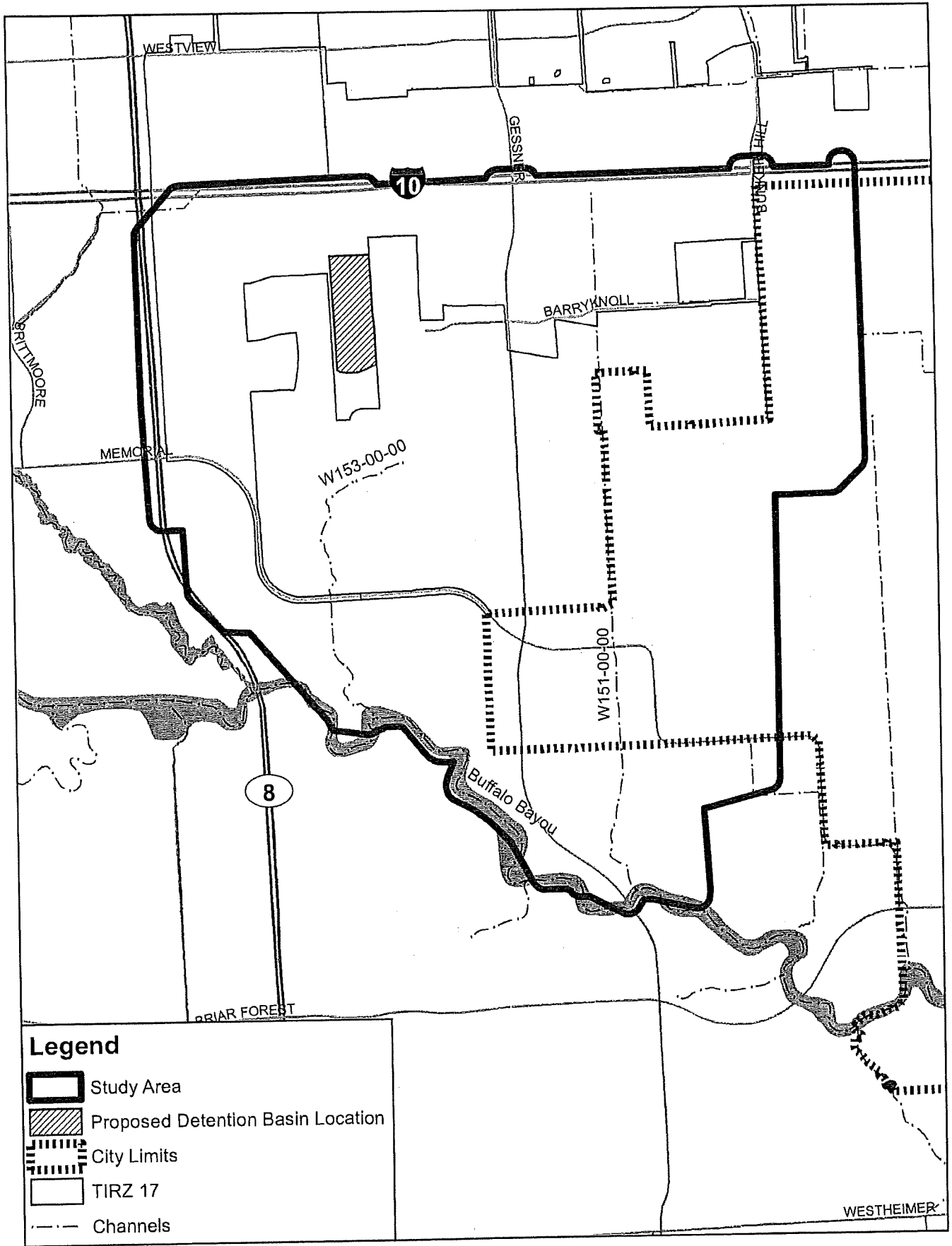
8. Project closeout and completion. This activity will begin during the final phases of construction and will ensure all necessary project documentation (as-built drawings, surveys, operating and maintenance agreements) and scope and cost reconciliation are completed as efficiently and effectively as possible.

**Milestones/Timeline:**






Milestone	Starting Month	Months to Complete
<b>Phase I: Design</b>		
1. Update and completion of contract drawings and documents	1	12
2. Acquisition of permits for construction*	6	6
3. Finalize project delivery method and schedule	9	3
<b>Phase II: Construction</b>		
4. Land acquisition	12	3
5. Procurement <sup>3</sup>	12	3
6. Construction of the project elements	15	24
7. Construction management and inspection	15	24
8. Project close-out	39	3

<sup>3</sup> Phase 2 re-application/award is anticipated to take six-months and will be performed concurrent to Procurement. The City of Houston acknowledges the risk of non-award of Phase 2 and the potential for Procurement or other costs to be non-reimbursable.





**Legend**

-  Study Area
-  Proposed Detention Basin Location
-  City Limits
-  TIRZ 17
-  Channels

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



**TDEM**  
THE TEXAS A&M UNIVERSITY SYSTEM

September 22, 2020

The Honorable Sylvester Turner  
Mayor, City of Houston  
611 Walker Street  
10th Floor  
Houston, TX 77002-4903

RE: Sub-Grant Award

Dear Mayor Turner:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP). The following is the information related to this award:

**Sub-Recipient Information:**

DUNS Number: 158939277  
TINS Number: 74-6001164  
FIPS Number: 201-35000-00

**Award Information:**

Catalog of Federal Domestic Assistance: 97.039  
FEMA Award Identification Number: DR-4332-0355  
Project Title: City of Houston TIRZ 17 Detention Project Approval Phase 1  
Period of Performance (POP): September 9, 2020 through September 9, 2021

Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	09-09-2020	\$3,850,000.00	44.78%	\$1,724,122.61	55.22%	\$2,125,877.39

*Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.*

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version / Amendment	Date	Total Management Costs	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	09-09-2020	\$33,156.00	100%	\$33,156.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

This grant will fund a detention and conveyance project which will be in west Houston at the junction of Interstate 10 and Beltway 8. The project consists of the construction of a sub-surface detention basin located in the Memorial Middle School sports complex and conveyance system improvements connecting the new detention capacity to Harris County Flood Control Ditch W151-00-00, thereby improving the area drainage capacity that currently drains to Harris County Flood Control Ditch W153-00-00. At the completion of the sub-surface detention basin construction, the existing sports amenities at the Memorial Middle School sports complex will be restored.

The Sub-recipient shall deliver to FEMA, through the Recipient, for review and comment the following:

- Revised Scope of Work (SOW) and Work Schedule for Phase 2 Construction.
- Revised Budget Estimate and Budget Narrative.
- Benefit Cost Analysis (BCA) zip file based on the Hydraulic and Hydrologic (H&H) Study with support documents.
- H&H Study with Calculations and any upstream and downstream impacts. (See H&H Submittal Requirement attached)
- Sizes and locations of all drainage structures being installed or replaced.
- Complete set of Signed and Sealed Engineering Construction Plans (100%). Indicate staging areas on the plans, sizes and locations of all drainage structures being installed or replaced, and dimensions of areas of ground disturbance, including path.
- Principles Requirement and Guidelines (PRG) analysis.
- USACE Permits including but not limited to all Clean Water Act 404 permits or correspondence with USACE indicating no permitting is required.
- Location of final deposition of any excavated material.
- State Historic Preservation Office (SHPO) response for all three Phase 2 Scope of Work Components.

Signing and returning this award letter indicates sub-recipient's acceptance of the scope of work of the sub-award, the ability to pay the local cost share and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on both the last page of the award letter and the last page of the attached grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award to the address below:

Texas Division of Emergency Management  
1033 La Posada, Suite 300  
Austin, TX 78752

---

Sylvester Turner, Mayor

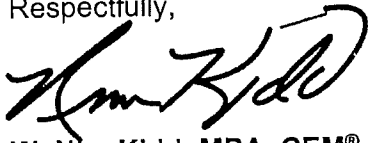
---

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact your Grant Coordinator, Hannah Rosette, at 713-967-7016 or [Hannah.Rosette@TDEM.Texas.gov](mailto:Hannah.Rosette@TDEM.Texas.gov).

Respectfully,



**W. Nim Kidd, MPA, CEM®**  
Chief - Texas Division of Emergency Management  
Vice Chancellor for Disaster and Emergency Services  
The Texas A&M University System

ATTACHMENTS: Grant Terms and Conditions  
EHP Phase 1 Considerations  
H&H Submittal Requirements  
PRG Handbook



ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

\_\_\_\_\_  
Pat Jefferson Daniel, City Secretary

\_\_\_\_\_  
Sylvester Turner, Mayor

APPROVED:

COUNTERSIGNED BY:

\_\_\_\_\_  
Carol Haddock, P.E.  
Director, Houston Public Works

\_\_\_\_\_  
Chris Brown, City Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

\_\_\_\_\_  
Holland S. Banks  
Assistant City Attorney  
L.D. File No. \_\_\_\_\_

\_\_\_\_\_

## GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, CITY OF HOUSTON, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
  - b. A Recipient is also a "non-federal entity" for grants administration purposes.
  - c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
  - d. A Subrecipient is also a "non-federal entity" for grants administration purposes.
  - e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.
  - f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
  - f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
  2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
  3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
  4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
  5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
  6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
  7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
  8. Request for Information and Documentation referred to as "Exhibit H"
- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

## GRANT TERMS AND CONDITIONS

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
  2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

## GRANT TERMS AND CONDITIONS

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

### G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

## GRANT TERMS AND CONDITIONS

- Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
  3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
  4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
  5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
  6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    - b. Where and when to report: Subrecipient shall report executive total compensation at [www.sam.gov](http://www.sam.gov) or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
  7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

## GRANT TERMS AND CONDITIONS

- suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at [grants.tdem.texas.gov](http://grants.tdem.texas.gov) under Resources/Public Assistance.
  9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
  10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

### H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
  - a. Procurement by micro purchase
  - b. Procurement by small purchase
  - c. Procurement by sealed bid
  - d. Procurement by competitive proposal
  - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.



## GRANT TERMS AND CONDITIONS

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

**Must** perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

**Must** negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred/](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/) and submitted for review.
  5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

## GRANT TERMS AND CONDITIONS

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

### K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

### L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

## GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
  4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
    - a. The reason(s) for such termination;
    - b. The effective date of such termination; and
    - c. In the case of partial termination, the portion of this Grant to be terminated.
    - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
  2. Require all payments as reimbursements rather than advance payments
  3. Temporarily withhold payments pending correction of the deficiency
  4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
  5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
  6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
  7. Withhold further awards for the grant program
  8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

## GRANT TERMS AND CONDITIONS

12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

## GRANT TERMS AND CONDITIONS

### EXHIBIT A

### ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

## GRANT TERMS AND CONDITIONS

### EXHIBIT B

### ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.



## GRANT TERMS AND CONDITIONS

### Exhibit C

#### Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
  1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to [www.sam.gov](http://www.sam.gov) and the State Debarred Vendor List at: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred).
  2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
  4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
  5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, Item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

# GRANT TERMS AND CONDITIONS

## EXHIBIT D

### State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section \_\_36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

## GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

## GRANT TERMS AND CONDITIONS

### EXHIBIT E

#### Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

## GRANT TERMS AND CONDITIONS

### EXHIBIT F

#### Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

## GRANT TERMS AND CONDITIONS

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

## GRANT TERMS AND CONDITIONS

### EXHIBIT G

Match Certification

#### **Additional Grant Certifications**

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

#### **For Hazard Mitigation Projects Only:**

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.



## Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

<b>RFI Timelines</b>	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

## GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"

\_\_\_\_\_ Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

\_\_\_\_\_ Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"

\_\_\_\_\_ State of Texas Assurances, hereinafter referred to as "Exhibit D"

\_\_\_\_\_ Environmental Review Certification, hereinafter referred to as "Exhibit E"

\_\_\_\_\_ Additional Grant Conditions, hereinafter referred to as "Exhibit F"

\_\_\_\_\_ Additional Grant Certifications, hereinafter referred to as "Exhibit G"

\_\_\_\_\_ Request for Information and Documentation referred to as "Exhibit H"

**Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.**

\_\_\_\_\_  
**Signature of Certifying Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title**

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. CIP Committee:

- a. Project update and recommendations from Gauge Engineering, LLC.
  - i. Consider Pay Application No. 29, Briar Branch Channel and Straws Improvements, from Reytec Construction.
  - ii. Consider Change Order No. 2, Briar Branch Channel and Straws Improvements, from Reytec Construction.
- b. Consider Interlocal Reimbursement Agreement with City of Houston for Safe Crossings, Briar Branch Access Road.
- b. Project update from The Goodman Corporation.
- c. Project update from SWA.

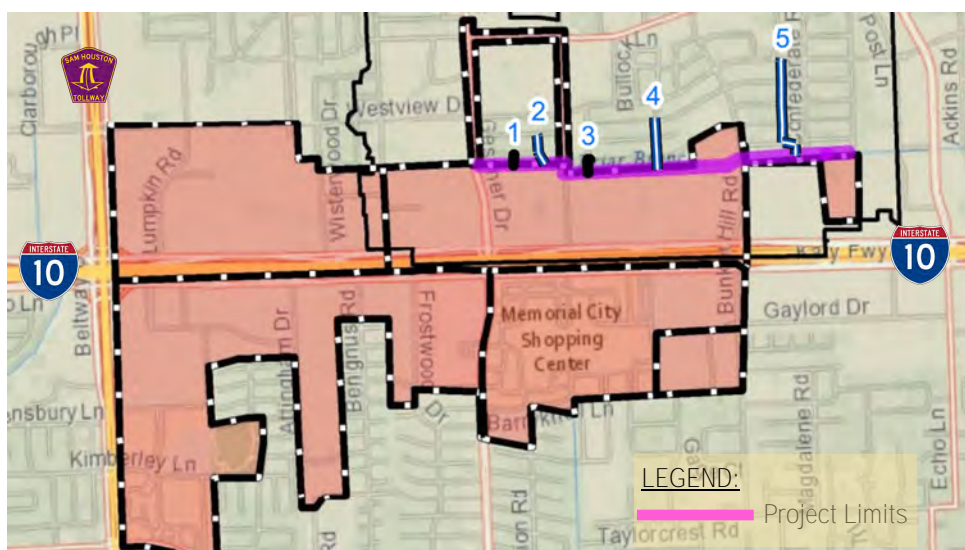
## PROGRESS REPORT—APRIL 2021

### 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
- 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—APRIL 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	\$17,862,367.00
Current Payment (s) Due	\$111,727.47
Contract Completion Date	Original 12/21/2020 Extended: 5/1/2021
Balance Remaining	\$878,141.57

### PROGRESS PHOTOS



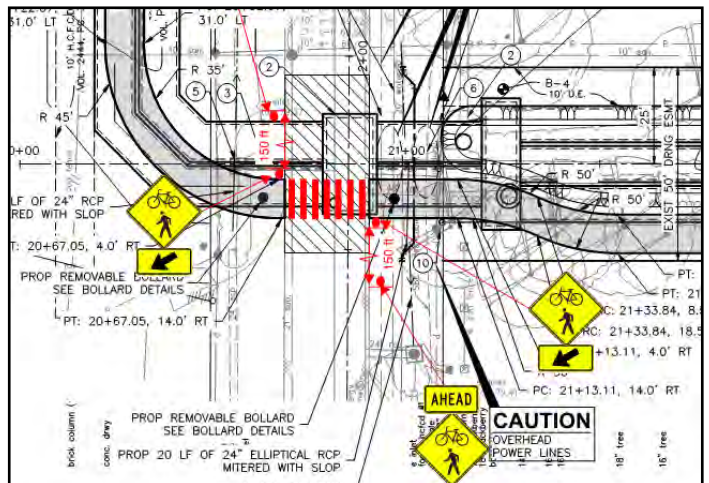
Replaced pavement—Long Branch



Concrete Pour - Long Branch



Punch List items—Misc tasks



Crossing layouts developed at Witte Rd and Bunker Hill Rd





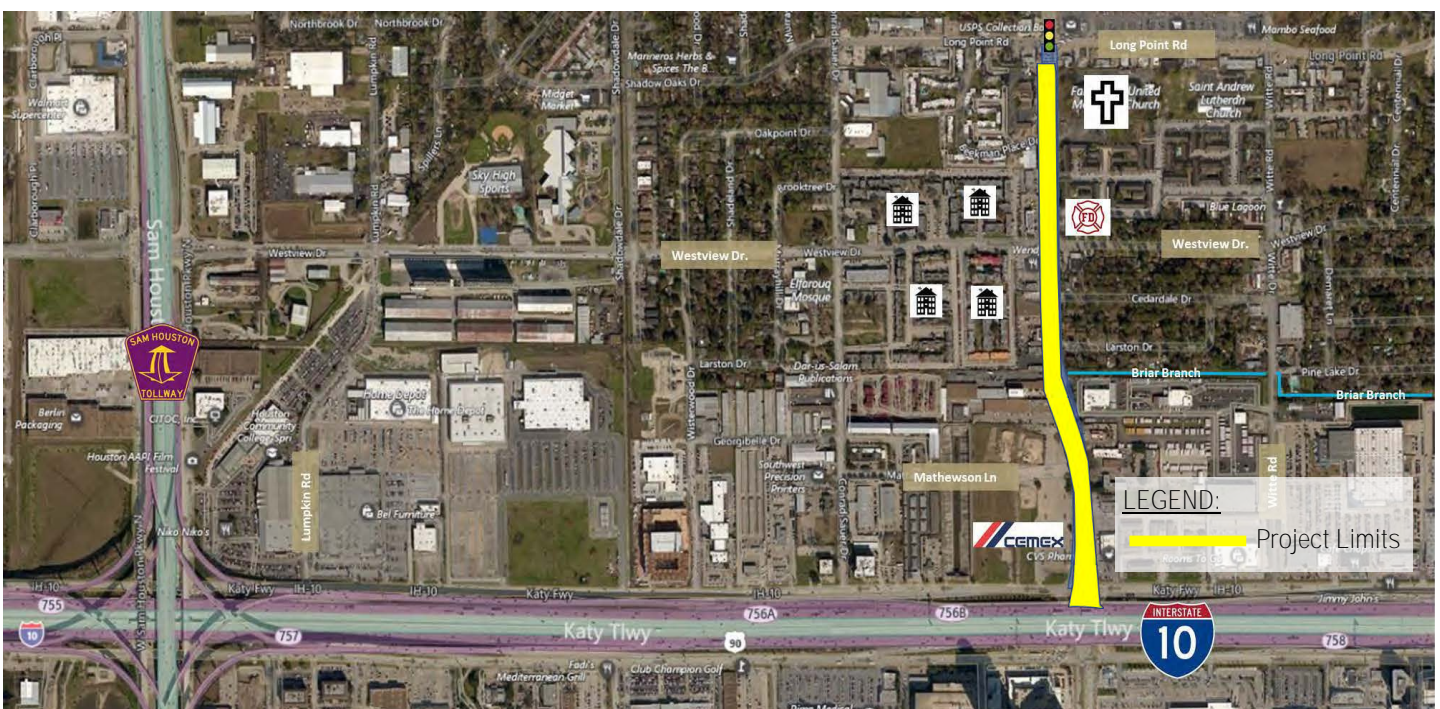
# PROGRESS REPORT—APRIL 2021

## 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— APRIL 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

- Addressing punch list items
- Landscaping/Irrigation work - In progress
- Trees planting—In progress
- Street Lighting Foundation work completed.
- Mgmt District Monument Installed

### CURRENT TRAFFIC CONTROL CONFIGURATION

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

### PROGRESS PHOTOS



Irrigation System installed in median.



Landscaping Work—In progress



Monument Installed in Median.



Back of Curb Improvements —In progress





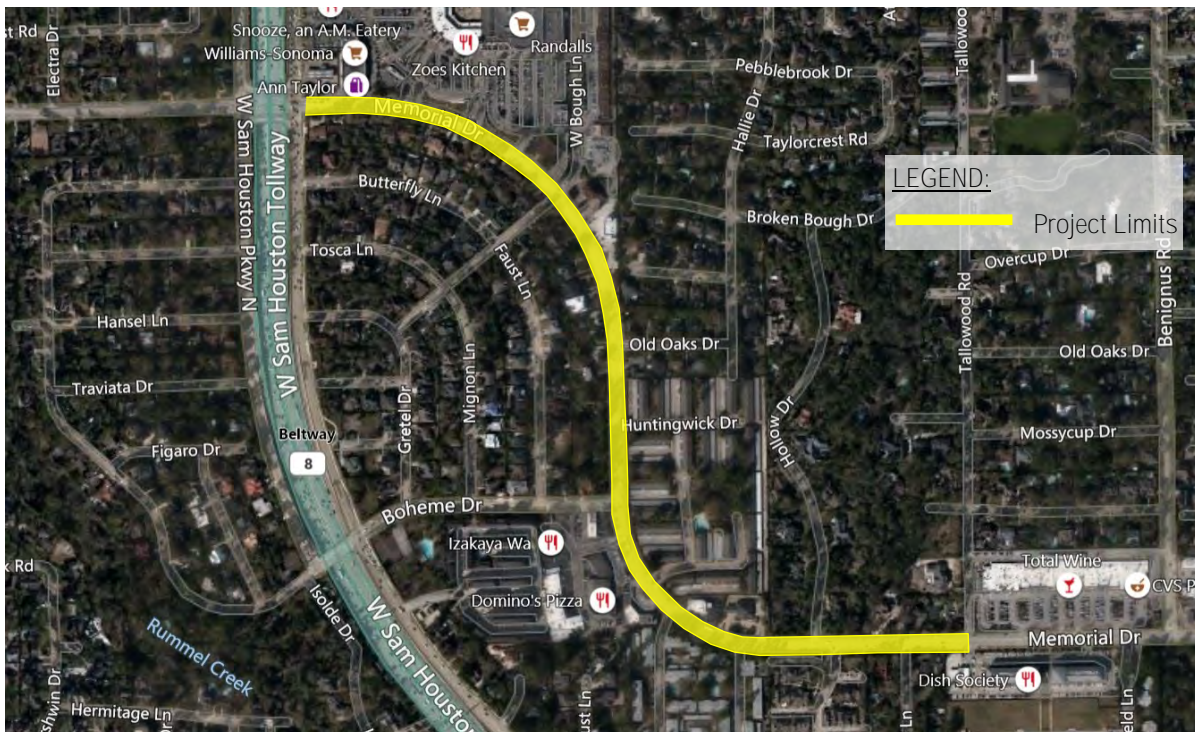
# PROGRESS REPORT— APRIL 2021

## 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—APRIL 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

- 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

### CURRENT TRAFFIC CONTROL CONFIGURATION

- Two Lanes open
- Two-way Traffic shifted to the north and south sides of Memorial Drive. Two lanes will be maintained while work zone is on the middle of Memorial Drive.

### PROGRESS PHOTOS



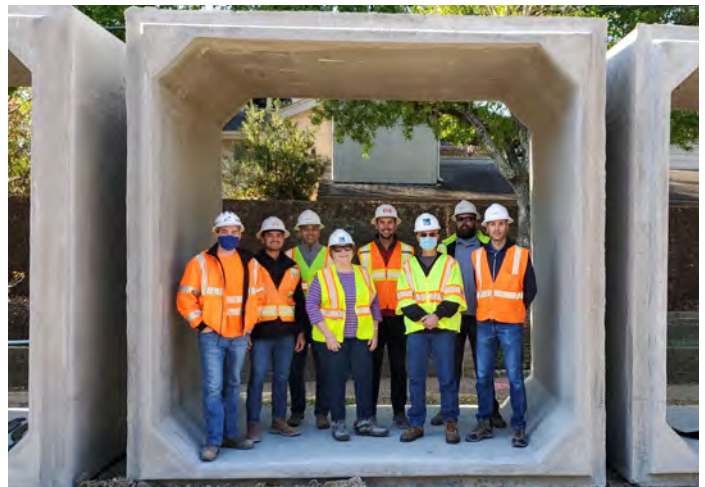
10-ft x 10-ft Storm Sewer RCB Installation



10-ft x 10-ft Storm Sewer RCB Stockpile



Water Line Installation work



Chair Givens and Director Rickel—Site Visit





April 20, 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. 29

Dear Mr. Bean:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 29 in the amount of \$111,727.47 for construction services rendered through March 31, 2021. Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of \$111,724.47 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. 29

Estimate No. 29  
 Cut off Date 03/31/21  
 Estimate Date 04/19/21

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 : 99.88% In Place : 95.38%  
 Date Insurance Exp. : 10/16/2020 Drug Policy Due Date: N/A Current M/SBE : 18.14%

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 714  
 Approved Extensions : 101  
 Total Contract Time : 836  
 Days Used to Date : 835  
 Days Remaining to Date : 1  
 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 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	95.38% Complete		Current Month Billing	\$117,607.86	
2- Material Stored on Site				\$18,142,177.93	
3- Material Stored in Place					
4- Balance-Materials Accepted Not in Place		@ 85%		\$0.00	
5- Work Change Directives - In Place				\$0.00	
					TOTAL EARNINGS TO DATE <span style="float: right; border: 1px solid black; padding: 2px;">\$18,142,177.93</span>

B. DEDUCTIONS

1- Retainage	5%	Of	\$18,142,177.93	\$907,108.90	
2- Retainage Released	2%	Of	\$17,846,470.53	\$(356,929.41)	
Retainage Released	1.5%	Of	\$18,024,570.07	\$(270,368.55)	
3- Total Retainage				\$279,810.93	
4- Liquidated Damages		0.00 Days @	\$5,000.00	\$0.00	
5- Assessments				\$0.00	
6- Inspector Overtime Costs				\$0.00	
					TOTAL DEDUCTIONS <span style="float: right; border: 1px solid black; padding: 2px;">\$279,810.93</span>

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date	\$18,142,177.93			
2- Total Deductions	\$279,810.93			
3- Total Payments Due				\$17,862,367.00
4- Less Previous Payments				\$17,750,639.53
5- Restoration Adjustment				\$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE	\$111,727.47
BALANCE REMAINING	\$878,141.57

Prepared By Karam Qarido 4/20/2021  
 Karam Qarido, P.E. Date

Reviewed By Muhammad Ali 4/20/2021  
 Muhammad Ali, P.E. Date

Approved By: Scott Bean 04-27-2021  
 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

April 19, 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 029, for April  
2021, Briar Branch (W140-01-00) Channel and Straws  
Improvements.

Thanks,



Keegan Droxler  
Project Manager  
Reytec Construction Resources  
832-844-8322  
[kdroxler@reytec.net](mailto:kdroxler@reytec.net)

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: \_\_\_\_\_

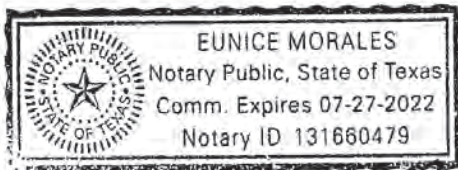
Description of Good Faith Reason: \_\_\_\_\_ Description of Good Faith Reason: \_\_\_\_\_

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

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

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

4/16/2021  
Date



Eunice Morales  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: 7/27/2022  
Expiration Date

Eunice Morales  
\_\_\_\_\_  
Print or Type Name of Notary Public

Reytec Construction Resources, Inc has been paid and has received a progress payment in the sum of \$169,194.57 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 February 28, 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)

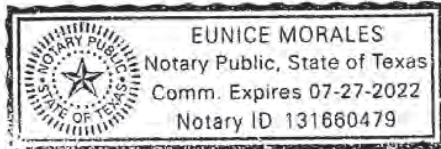
Andrew Landry

(Print or Type Name of Contractor's Representative)

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

4/16/2021

Date



*Eunice Morales*

Notary Public in and for the State of Texas

My Commission Expires:

7/27/22  
Expiration Date

Eunice Morales

Print or Type Name of Notary Public



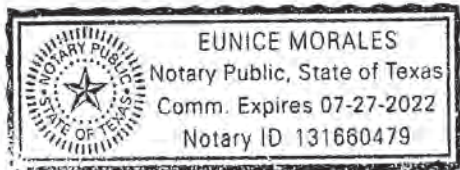
Reytec Construction Resources, Inc has been paid and has received a 1.5 % retainage payment in the sum of \$270,368.55 for substantial completion on the, Memorial City Development Authority/TIRZ 17, Briar Branch Channel & Straws Improvements Project (WBS No. N-T17000-0018-3 located in Houston, Texas, 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 1.5% of the retainage payment on the Memorial City Redevelopment Authority/TIRZ 17 through March 17, 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:

4/16/2021  
Date  
*Eunice Morales*  
Notary Public in and for the State of Texas



My Commission Expires: 7/27/2022  
Expiration Date

Eunice Morales  
Print or Type Name of Notary Public

**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: 029  
 PERIOD TO: 3/1/2021  
3/31/2021  
 FROM (CONTRACTOR): **Reytec Construction** PROJECT NO: **WBS No. N-T17000-0018-3**  
**1901 Hollister Rd.** TIRZ 17 CIP No. T-1734 & T-1734B  
**Houston, Texas 77080**  
**Ph. 713-957-4003; Fax 713-681-0077**

**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		

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.....	\$	18,142,177.93
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	907,108.90
b. _____ % of Stored Material		
c. <u>3.5</u> % Released Retainage	\$	627,297.96
Total Retainage Remaining (Line 5a + 5b - 5c or	\$	279,810.93
6. TOTAL EARNED LESS RETAINAGE.....	\$	17,862,367.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	17,750,639.53
8. CURRENT PAYMENT DUE.....	\$	111,727.47
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,170,297.60
(Line 3 less Line 6)		

State of: Texas  
 Subscribed and sworn to before me this 11th day of April  
 Notary Public: Eunice Morales  
 My Commission expires: 7/27/22

**EUNICE MORALES**  
 Notary Public, State of Texas  
 Comm. Expires 07-27-2022  
 Notary ID 131660479

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: Ande Landry  
 By: \_\_\_\_\_ Date: 4/19/21

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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..... \$ 111,727.47  
 (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.

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: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 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
<b>General Items</b>											
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	1.000	3.00	\$ 4,500.00	\$ 13,500.00	150%
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	88%
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	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%
					<b>\$1,289,875.00</b>	<b>Subtotal General Items</b>			<b>\$ 4,500.00</b>	<b>\$ 1,218,305.00</b>	<b>94%</b>
<b>Storm Items</b>											
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%

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: 4/12/2021  
Pay Period: 3/1/21-3/31/21  
Pay Estimate No. 029  
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
48.0	22-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	1.00		1.00	\$	18,000.00	100%
					\$13,017,539.00				\$	12,752,286.00	98%
	<b>Channel &amp; Retaining Wall Items</b>										
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%
	<b>Paving Items</b>										
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 Dep	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	151.00	8514.22	\$	536,395.86	133%
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%

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: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 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	
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	108.33	427.53	\$	\$ 51,303.60	94%	
					\$842,970.00				\$	\$ 22,512.60	\$ 871,947.21	103%
	<b>Wastewater Items</b>											
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%	
	<b>Water Items</b>											
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%	
	<b>Pavement Marking Items</b>											
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%	



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: 4/12/2021  
 Pay Period: 3/1/21-3/31/21  
 Pay Estimate No. 029  
 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
					\$633.00						0%
	<b>Extra Unit Prices</b>										
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	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%
	<b>Cash Allowances</b>										
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	2.00	16.00	\$ 1,150.00	\$ 9,200.00	100%
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 Complaint 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	7.00		7.00	\$ -	\$ 5,250.00	100%
209.0	Meadow Installation	SF	175,168.0	\$0.50	\$87,584.00	75085.00	100083.00	175168.00	\$ 50,041.50	\$ 87,584.00	100%
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%

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: 4/12/2021  
Pay Period: 3/1/21-3/31/21  
Pay Estimate No. 029  
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
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	0.19	1.00	\$ 28,003.76	\$ 147,388.20	100%
152Q	RCB Cleaning	LS	1.0	\$59,446.39	\$59,446.39	1.00		1.00	\$ -	\$ 59,446.39	100%
152R	Remove and Replace Fence	LF	190.0	\$60.00	\$11,400.00	0.00	190.00	190.00	\$ 11,400.00	\$ 11,400.00	100%
					\$2,262,862.50	Subtotal Cash Allowances			\$ 90,595.26	\$ 1,890,309.45	84%

<b>Overall Totals</b>	<b>\$19,020,319.50</b>	<b>\$117,607.86</b>	<b>\$18,142,177.93</b>	<b>95.38%</b>
Work Change Directive Budget	\$2,000,000.00			
Work Change Directive Completed To Date	\$1,676,198.88	Retainage 5%	\$ 907,108.90	
Remaining Work Change Directive Budget	\$323,801.12	Retainage Released 3.5%	\$ 627,297.96	
		Remaining Retainage 1.5%	\$ 279,810.93	
		Sub Total	\$17,862,367.00	
		Less Total Previous Payment	\$17,750,639.53	
		Amount due this Estimate	\$11,727.47	



4/19/21

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: 3/1/2021 to 3/31/2021

#### Overall Goal:

Contracted:	17.64%	\$	3,354,286.69
Current:	18.14%	\$	3,449,484.46
	<b>-0.50%</b>	<b>\$</b>	<b>(95,197.77)</b>

#### MWSBE Goal:

##### SBE/MBE Goal:

Contracted	9.73%	\$	1,850,690.13
Current:	10.37%	\$	1,972,268.51
	<b>-0.64%</b>	<b>\$</b>	<b>(121,578.38)</b>

##### WBE Goal:

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

#### Individual Goal:

##### Moran Construction (MBE)

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

##### Access Data (WBE)

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

##### Ecung (MBE)

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

##### Rosales Trucking (MBE)

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

##### Fabco (MBE)

Contracted	0.99%	\$	187,949.57
Current:	1.10%	\$	209,872.77
	<b>-0.12%</b>	<b>\$</b>	<b>(21,923.20)</b>

##### Landscape Art (SBE)

Contracted:	2.88%	\$	546,987.07
Current:	2.18%	\$	413,727.07
	<b>0.70%</b>	<b>\$</b>	<b>133,260.00</b>



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

**CHANGE ORDER**

Document 00941  
CHANGE ORDER No. 2

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

TO: Reytec Construction Resources, Inc. PROJECT No.: N-T17000-0018-3  
Contractor and 191 Hollister St.  
Address for Written Notice Houston, Texas 77080

1.01 DESCRIPTION OF CHANGES

**ITEM 1 SCOPE:**

Provide Crosswalk Striping at Witte Rd and Bunker Hill. The work includes installing concrete islands, striping, curb ramps and street signs as shown in the attached drawing.

**CONTRACT CHANGE**

Amount	Time
\$34,086.63	14 Days

**JUSTIFICATION:** Provide safe street-crossing for pedestrians using the access road.



**TOTALS:      \$34,086.63      14 Days**

1.02 ACCEPTANCE BY CONTRACTOR

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

      4/23/2021  
Contractor Signature and Title      Date

1.03 ACCEPTANCE BY THE MEMORIAL CITY REDEVELOPMENT AUTHORITY

      4/21/2021            4/21/2021  
Construction Manager      Date      Project Manager      Date

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

**EXECUTIVE SUMMARY**

1.01	CONTRACT PRICE SUMMARY	DOLLAR AMOUNT	PERCENT
A	Original Contract Price	\$18,794,957.00	100%
B	Previous Change Orders	\$225,362.50	1.2%
C	This Change Order	\$34,086.63	0.2%
D	Contract Price	\$19,054,406.13	101.4%

END OF DOCUMENT





**EXHIBITS**

- A Street Improvements
- B Project Cos Estimate

**1.3. Parts Incorporated**

All of the above-described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City and the Authority have made and executed this Agreement in multiple copies, each of which is an original.

**THE AUTHORITY:  
MEMORIAL CITY REDEVELOPMENT  
AUTHORITY**

**THE CITY:  
CITY OF HOUSTON, TEXAS**

Signed by:

By: \_\_\_\_\_  
Name: Ann T. Givens  
Title: Chairman, Board of Directors  
Tax ID No.: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST/SEAL:

ATTEST/SEAL:

By: \_\_\_\_\_  
Name: David P. Durham  
Title: Asst. Secretary, Board of Directors

\_\_\_\_\_  
City Secretary

COUNTERSIGNED BY:

\_\_\_\_\_  
City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney  
L.D. File No. \_\_\_\_\_

**ARTICLE 2  
STREET IMPROVEMENTS**

**2.1. Street Improvements**

The “Street Improvements” shall be and include the infrastructure and improvements listed in **Exhibit A** and **Exhibit B**, both exhibits of which are attached hereto.

**ARTICLE 3  
DUTIES OF THE AUTHORITY**

**3.1. Construction of Project**

The Authority agrees to pre-finance and contract for the design and construction of the Street Improvements.

**ARTICLE 4  
DUTIES OF CITY**

**4.1. City Contribution for Construction of the Street Improvements**

The City agrees to reimburse the Authority for the actual costs to install and construct the Street Improvements (the “Construction Costs”). Upon completion of the Street Improvements and within 30 days of the Director’s receipt and approval of a written request from the Authority for payment and detailing the Construction Costs, the City shall transfer such amount to the Authority.

**4.2 Limit of Appropriation**

The Authority recognizes that under certain provisions of the Charter of the City of Houston, the City may not obligate itself by contract to an extent in excess of an amount therefor appropriated by City Council and further recognizes that the City Council has appropriated and allocated **\$34,086.44** under this Agreement. Unless the City Council makes further appropriations for this Agreement, the City’s obligation to Authority under this Agreement must not exceed **\$34,086.44**.

**4.3 Audits and Inspections**

The City may audit all payments made by Authority to its contractor for the Street Improvements to ensure that the City’s reimbursement is made in accordance with this Agreement.

**ARTICLE 5**  
**MISCELLANEOUS PROVISIONS**

**5.1. Agreement Term**

This Agreement shall become effective on the Effective Date and remain in effect until the completion of the Street Improvements and reimbursement by the City for the Construction Costs, unless sooner terminated by either party upon 30 days' prior written notice.

**5.2. Enforcement**

The City Attorney, or his designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. The Authority covenants to provide the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Agreement.

**5.3. Notices**

All notices required or permitted hereunder shall be in writing and 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 (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Article I of this Agreement or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

**5.4. Assignment**

No party shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other parties hereto.

**5.5. Governing Law**

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City of Houston, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction in Houston, Harris County, Texas. Should any provision of this Agreement require judicial interpretation, the City and the Authority hereby agree and stipulate that the court interpreting or considering the same shall not apply the presumption that the terms hereof shall be construed 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 choice before the execution of this Agreement.

**5.6. Third Party Beneficiary**

This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City and the Authority only.

### **5.7. Severability**

In the event any term, covenant or condition herein contained shall be held to be valid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the City or the Authority in their respective rights and obligations contained in the valid terms, covenant and conditions hereof.

### **5.8. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

### **5.9. Captions**

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

### **5.10. Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party hereto.

### **5.11. Non-Waiver**

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

### **5.12. Successors**

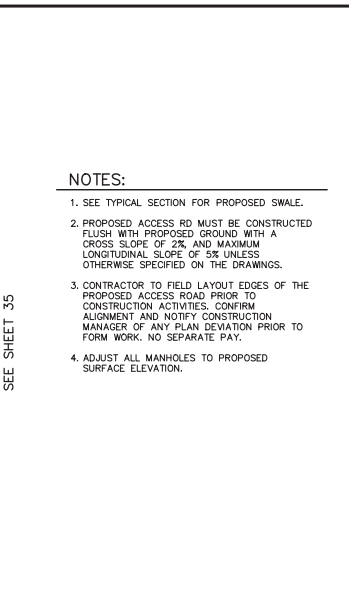
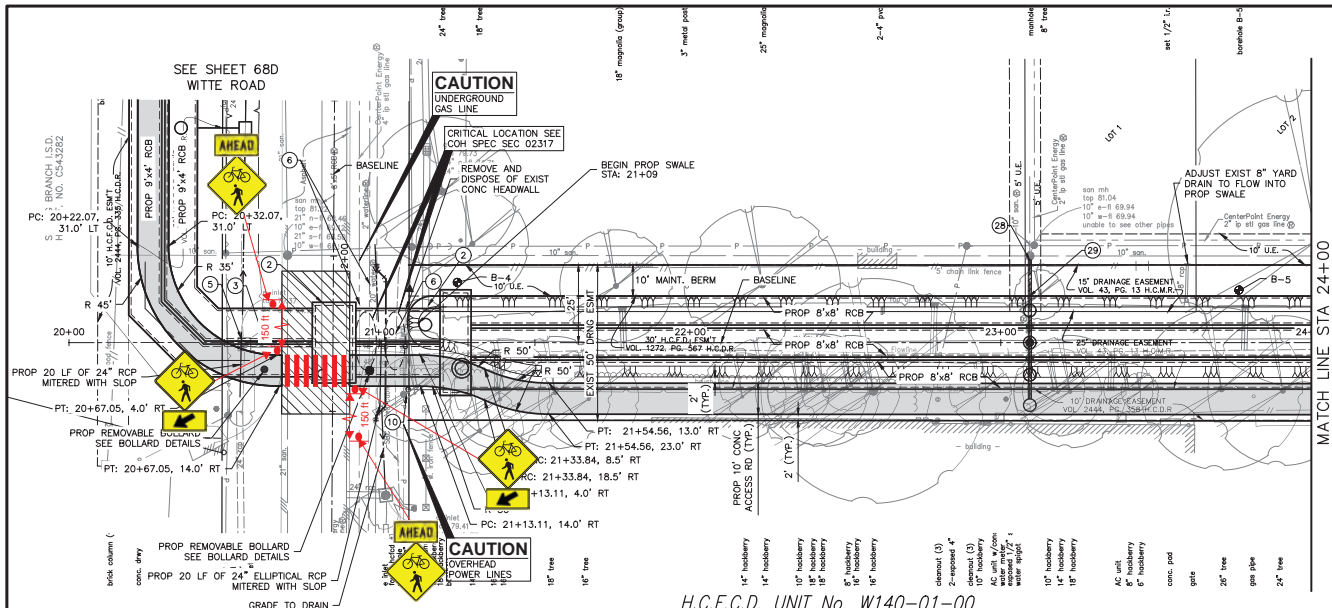
This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Authority.

### **5.13. No Waiver of Immunity**

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

**EXHIBIT A**  
**STREET IMPROVEMENTS**  
**(ATTACHED)**





**H.C.F.C.D. UNIT No. W140-01-00**

80	PROP ACCESS RD PCL	EXIST NG AT NORTH ROW	EXIST NG AT SOUTH ROW	EXIST 8" YARD DRAIN FL 78.06'	EXIST 8" YARD DRAIN FL 79.48'
78	PROP SWALE FL	EXIST 4" YARD DRAIN FL 78.00'	EXIST 4" YARD DRAIN FL 78.00'	EXIST 8" YARD DRAIN FL 78.06'	EXIST 8" YARD DRAIN FL 79.48'
76	PROP 100-YR HGL	EXIST 24" SAN SWR (SOUTH) FIELD VERIFY	EXIST 24" SAN SWR (SOUTH) FIELD VERIFY	EXIST 24" SAN SWR (SOUTH) FIELD VERIFY	EXIST 24" SAN SWR (SOUTH) FIELD VERIFY
74	PROP SWALE FL	EXIST 24" SAN SWR (NORTH) 9" L UNKNOW'G	EXIST 24" SAN SWR (NORTH) 9" L UNKNOW'G	EXIST 24" SAN SWR (NORTH) 9" L UNKNOW'G	EXIST 24" SAN SWR (NORTH) 9" L UNKNOW'G
72	PROP SWALE FL	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN
70	PROP SWALE FL	EXIST 20" SAN	EXIST 20" SAN	EXIST 20" SAN	EXIST 20" SAN
68	PROP SWALE FL	EXIST 21" SAN	EXIST 21" SAN	EXIST 21" SAN	EXIST 21" SAN
66	PROP SWALE FL	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN
64	PROP SWALE FL	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN
62	PROP SWALE FL	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN	EXIST 10" SAN

REV	DESCRIPTION	BY	DATE

**NOTES:**

- SEE TYPICAL SECTION FOR PROPOSED SWALE.
- PROPOSED ACCESS RD MUST BE CONSTRUCTED FLUSH WITH PROPOSED GROUND WITH A CROSS SLOPE OF 2%, AND MAXIMUM LONGITUDINAL SLOPE OF 5% UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
- CONTRACTOR TO FIELD LAYOUT EDGES OF THE PROPOSED ACCESS ROAD PRIOR TO CONSTRUCTION ACTIVITIES. CONFIRM ALIGNMENT AND NOTIFY CONSTRUCTION MANAGER OF ANY PLAN DEVIATION PRIOR TO FORM WORK. NO SEPARATE PAY.
- ADJUST ALL MANHOLES TO PROPOSED SURFACE ELEVATION.

**BENCHMARK:**  
 FLOORPLAN REFERENCE MARK NUMBER 212925 IS A BRASS DISK STAMPED 212925 ON BRIDGE AT BEAULIE ROAD AND W140-01-00 LOCATED ON EAST HEADWALL, ON DOWNSTREAM SIDE OF BRIDGE, NORTH OF STREAM CENTERLINE. THE BENCHMARK 490C IN THE BUFFALO WATERSHED NEAR STREAM W140-01-00.  
 ELEV. = 78.31' FEET (NAVD 1988, 2001 ADJUSTMENT)

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222

FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG. DO NOT DIG THROUGH UNDERGROUND LINES CAN BE MARKED. THIS VERIFICATION DOES NOT FULFILL YOUR OBLIGATION TO CALL 811.

**VERIFICATION OF PRIVATE UTILITY LINES**  
 Date: \_\_\_\_\_  
 CenterPoint Energy/Natural Gas Facilities Verification Only.  
 (This signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification.)  
 (Gas service lines are not shown.) Signature valid for six months.

**VERIFICATION OF ELECTRICAL FACILITIES**  
 Date: \_\_\_\_\_  
 CenterPoint Energy/Underground Electrical Facilities Verification Only.  
 (This signature verifies existing underground facilities - not to be used for conflict verification.)  
 (Gas service lines are not shown.) Signature valid for six months.

Approved for AT&T Texas/SWBT underground conduct facilities only  
 Signature valid for one year.

**MEMORIAL CITY REDEVELOPMENT AUTHORITY**

**Gauge ENGINEERING**  
 3200 Wilcrest Drive, Suite 220  
 Houston, Texas 77042  
 www.GaugeEngineering.com  
 Texas PE Firm Reg #IF-20017

SURVEYED BY: KUD & ASSOCIATES, INC. FOR ACCESS ROAD ONLY  
 FB No. 14-4675

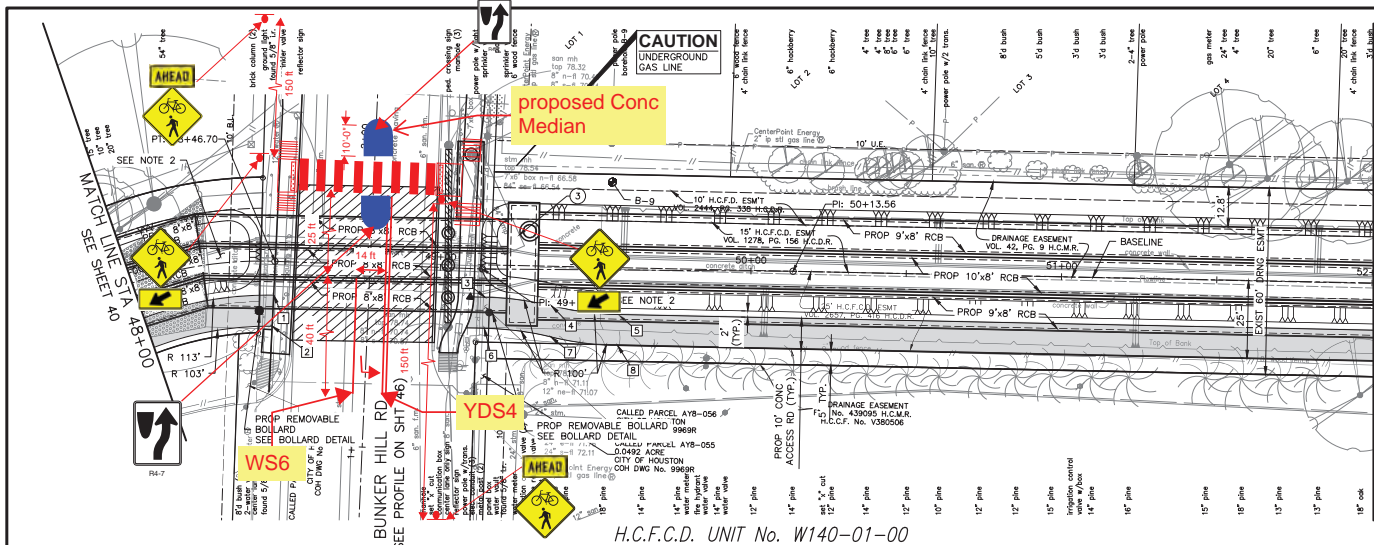
**BRIAR BRANCH (W140-01-00)  
 CHANNEL AND STRAWS IMPROVEMENTS  
 WBS No. N-171000-0018-3  
 PLAN AND PROFILE  
 BRIAR BRANCH CHANNEL  
 STA 20+00 TO STA 24+00**

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

**CITY OF HOUSTON**  
 DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

FILE No:	FOR CITY OF HOUSTON USE ONLY
DRAWING SCALE	
HORZ:	1"=20'
VERT:	1"=2'
SHEET No. 68E OF 127	

P:\JIR\_17\1005-W140\_Channel\_V-D-Production-Wording\_V1-CAD\_ACCESS RD Drawings\_SBW - 20-00 - 24+00.dwg sun. 01.2020



- NOTES:**
- SEE TYPICAL SECTION FOR PROPOSED SWALE.
  - CONTRACTOR TO FIELD LAYOUT EDGES OF THE PROPOSED ACCESS ROAD PRIOR TO CONSTRUCTION ACTIVITIES. CONFIRM ALIGNMENT AND NOTIFY CONSTRUCTION MANAGER OF ANY PLAN DEVIATION PRIOR TO FORM WORK. NO SEPARATE PAY.
  - PROPOSED ACCESS RD MUST BE CONSTRUCTED FLUSH WITH PROPOSED GROUND WITH A CROSS SLOPE OF 2%, AND MAXIMUM LONGITUDINAL SLOPE OF 5% UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
  - ADJUST ALL MANHOLES TO PROPOSED SURFACE ELEVATION.

**ACCESS RD DATA TABLE**

NO.	STATION	OFFSET	LT/RT	DESCRIPTION
1	48+46.70	10.90'	RT	PI
2	49+46.60	20.90'	RT	PI
3	49+14.40	9.10'	RT	PC
4	47+52.70	13.00'	RT	PRC
5	47+97.10	11.90'	RT	PT
6	49+14.30	19.10'	RT	PC
7	47+52.60	23.00'	RT	PRC
8	47+97.30	21.90'	RT	PT

REV DESCRIPTION BY DATE

**BENCHMARK:**  
FLOORPLAN REFERENCE MARK NUMBER 21295 IS A BRASS DISK STAMPED 21295 ON BRIDGE AT BEAULAC ROAD AND W140-01-00 LOCATED ON EAST HEADWALL ON DOWNSTREAM SIDE OF BRIDGE, NORTH OF STREAM CENTERLINE. THE BENCHMARK 4902 IN THE BUFFALO WATERSHED NEAR STREAM W140-01-00. ELEV. = 76.31' FEET (NAVD 1988, 2001 ADJUSTMENT)

15 ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222

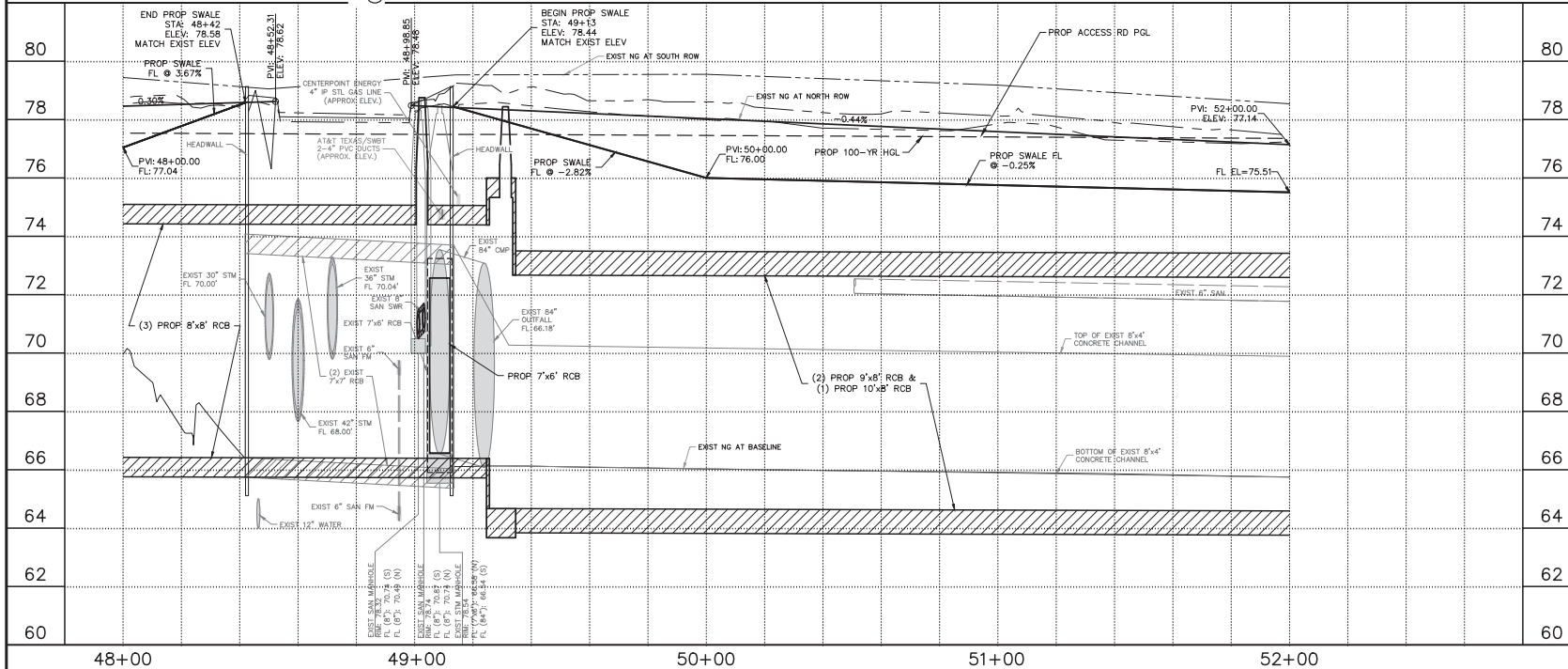
**NOTICE:**  
FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG. IF THIS UNDERGROUND LINES CAN BE MARKED. THIS VERIFICATION DOES NOT FULFILL YOUR OBLIGATION TO CALL 811

VERIFICATION OF PRIVATE UTILITY LINES

Date: \_\_\_\_\_  
CenterPoint Energy/Natural Gas Facilities Verification Only. (This signature verifies that you have shown CPE Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown.) Signature valid for six months.

Date: \_\_\_\_\_  
CenterPoint Energy/Underground Electrical Facilities Verification Only. (This signature verifies existing underground facilities - not to be used for conflict verification.) Signature valid for six months.

Date: \_\_\_\_\_  
Approved for AT&T Texas/SWBT underground conduct facilities only. Signature valid for one year.



MEMORIAL CITY REDEVELOPMENT AUTHORITY

**Gauge ENGINEERING**  
06/09/20  
3200 Wilcrest Drive, Suite 220  
Houston, Texas 77042  
www.GaugeEngineering.com  
Texas PE Firm Reg #IF-20017

SURVEYED BY: KUD & ASSOCIATES, INC.  
FB No. 4-4675

FOR ACCESS ROAD ONLY

**BRIAR BRANCH (W140-01-00) CHANNEL AND STRAWS IMPROVEMENTS**  
WBS No. N-171000-0018-3  
PLAN AND PROFILE  
BRIAR BRANCH CHANNEL  
STA 48+00 TO STA 52+00

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

**CITY OF HOUSTON**  
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

FILE No: \_\_\_\_\_ FOR CITY OF HOUSTON USE ONLY

DRAWING SCALE

HORZ: 1"=20'

VERT: 1"=2'

SHEET No. 68L OF 127

P:\\_17\17\1005-W140-Channel\1-CAD\Access RD Drawings\SBW - 48-52-00-1-52+100.dwg, sun. 01.2020

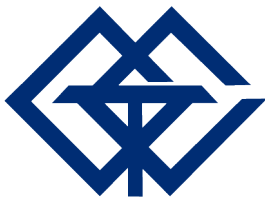
**EXHIBIT B**  
**PROJECT COST ESTIMATE**  
**(ATTACHED)**



Reytec Job #:	2203	W140 - Briar Branch Channel
Reytec Invoice #:	2203-03	Mid-Block Crosswalk (Change Order 3) (Rev. 2)

Item #	Description:	U/M	QTY	\$/Unit	Total
1	Reytec Mobilization	LS	1	\$ 2,781.85	\$ 2,781.85
2	Demo Sidewalks	LS	1	\$ 2,563.01	\$ 2,563.01
3	Install ADA Ramps @ Bunker Hill	LS	1	\$ 9,736.02	\$ 9,736.02
4	Single Lane Closure for ADA Ramps	LS	1	\$ 1,873.81	\$ 1,873.81
5	Install eight biker/pedestrian signs and 2 bullnose signs	LS	1	\$ 4,533.30	\$ 4,533.30
6	Install 24" X 10' white crosswalks across Witte and	LS	1	\$ 3,361.74	\$ 3,361.74
7	Install 20' Raised Median	LS	1	\$ 9,236.92	\$ 9,236.92
Sum of all items:					\$ 34,086.63

Original Contract Amount:	
Amount of any prior change orders:	\$ -
Sum of original contract amount plus any previous change orders	\$ -
Amount of subject change order:	\$ 34,086.63
New Contract Amount:	



**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](http://THEGOODMANCORP.COM)

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

<b>Task:</b>	<b>Previous % Complete</b>	<b>Current % Complete</b>
<b>1 – Continued Funding Pursuit and Coordination</b>	<b>51%</b>	<b>53%</b>

**Comments:**

- The Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) has approximately \$2B in funding for Economic Development Administration projects that lead to job attraction, creation, or retention. The Notice of Funding Opportunity has yet to be released but may be an opportunity for infrastructure funding.
- The new “American Jobs Plan” language released appears to have significant funding opportunity for mobility and infrastructure projects. This includes significant funding for bicycle/pedestrian safety projects and “Main Street” type road improvements.
- Monitored the H-GAC Technical Advisory Committee and Transportation Policy Council process in advance of the 2021 / 2022 Call for Projects. This is anticipated to occur late in CY21 or early in CY22.
- Attended March Board of Directors meeting to provide update.

**SWA Houston**

The Jones on Main  
712 Main Street  
6<sup>th</sup> 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: 27 April 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 coordinating close-out 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.

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

---

8. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease or value of real property.
9. Reconvene in Open Session and authorize appropriate actions with regard to the purchase, exchange, lease or value of real property.