

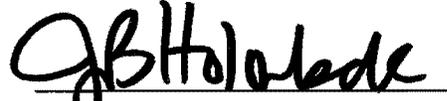
TIRZ 17 Redevelopment Authority  
Memorial City Redevelopment Authority  
Houston, TX

The Board of Directors of the TIRZ 17 Redevelopment Authority (aka the Memorial City Redevelopment Authority) will hold a regular meeting on Tuesday, September 24, 2013 at 7:30 am, in the HEB Community Room, 9710 Katy Freeway, Houston TX 77055, to discuss, and if appropriate, act upon the following items:

1. Call meeting to order, take attendance, and verify a quorum is present.
2. Comments from the public.
3. Approve minutes of Board of Directors meeting dated August 28, 2013.
4. Approve minutes of Special Board of Directors meeting dated September 5, 2013.
5. Financial and bookkeeping matters, including payment of invoices, review of investments and project cash flow reports.
6. Approve audit for fiscal year ending June 30, 2013 and authorize submittal to the City.
7. Authorize renewal of insurance policy for general liability, automobile liability, workers compensation and D&O coverage.
8. Review and approve contract for landscape architecture services from SWA Group.
9. Review and approve Amended and Restated Professional Engineering Services Agreement for Lockwood, Andrews & Newnam, Inc.
10. Review and approve task order for engineering consulting services from Lockwood, Andrews & Newnam, Inc.
11. Lumpkin Road project, including:
  - a. Special presentation to the Board of Directors for the Lumpkin Road Improvements project.
  - b. Review and approve task order for Lumpkin Road project landscape design from SWA Group.
  - c. Review and approve task order for Lumpkin Road project CIP# T-1709 phase II engineering and design from Lockwood, Andrews & Newnam, Inc.
12. Town and Country West project, including:
  - a. Review and approve task order for Town and Country West project CIP# T-1717 planning and preliminary engineering design from Lockwood, Andrews & Newnam, Inc.
13. Queensbury Signalization project, including:
  - a. Review and approve task order for Queensbury Signalization project CIP# T-1722 planning and design from Gunda Corporation.
14. W140 Detention Basin Project, including:
  - a. approve pay estimates and change orders for construction of Briar Branch utility relocation package (Phase I);
  - b. approve pay estimates and change orders for construction of Briar Branch Detention Basin Package (Phase II);
  - c. update on construction of basin package (Phase II).
15. Barryknoll East Improvement Project, including:
  - a. construction status;
  - b. approval of time modifications, changes in work or pay applications.

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Don Huml at (713) 829-5720 or [donhuml@houstontirz17.org](mailto:donhuml@houstontirz17.org) at least 72 hours prior to the meeting so that appropriate arrangements can be made. For complaints or concerns regarding compliance with the Americans with Disabilities Act, please contact Don Huml, Executive Director for the Authority.

16. Discuss holiday Board of Director meeting schedule.
17. Convene in Executive Session pursuant to Section 551.072, Texas Government Code, to deliberate the purchase, exchange, lease, or value of real property.
18. Reconvene in Open Session and authorize appropriate action regarding the purchase, exchange, lease, or value of real property.
19. Adjournment.

  
Attorney for the Authority

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact Don Huml at (713) 829-5720 or [donhuml@houstontirz17.org](mailto:donhuml@houstontirz17.org) at least 72 hours prior to the meeting so that appropriate arrangements can be made. For complaints or concerns regarding compliance with the Americans with Disabilities Act, please contact Don Huml, Executive Director for the Authority.

MINUTES OF THE BOARD OF DIRECTORS MEETING  
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority  
City of Houston, Texas

August 27, 2013

The Board of Directors (the "Board") of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the "Authority") met in regular session, open to the public, on August 27, 2013, in the HEB Community Room, 9710 Katy Freeway, Houston, Texas.

Board members in attendance:

Ann T. Givens, Chair

Bob Tucker

Brad Freels

David A. Hamilton, P.E.

Glenn Airola

Zachary R. Hodges

John Rickel

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Michelle Lofton - ETI Bookkeeping Services

Muhammad Ali and Raphael Ortega - Lockwood, Andrews & Newnam, Inc. ("LAN")

Jessica Holoubek and Susan Hostetler - Allen Boone Humphries Robinson LLP

Gary Struzick - Klotz Associates, Inc.

City of Houston representatives in attendance:

Rep. Jim Murphy

Enrique Reyes - Council Member Helena Brown's office

Ralph De Leon, Mary Buzak, and Jack Valinski - City of Houston (the "City")

**1. Call Meeting to Order**

Having established that a quorum of the Board was present, Mr. Huml called the meeting to order.

**2. Public Comments**

Ms. Roberta Prazak commented on drainage and development.

Ms. Donna Freedman commented on detention ponds and public information act requests.

**3. Special Presentation from Texas State Representative Jim Murphy**

Rep. Murphy reviewed legislative action taken during the recently concluded 2013 legislative session.

**4. Minutes of July 30, 2013 Meeting**

The Board reviewed the minutes of the July 30, 2013, meeting. Director Givens presented a revision to the minutes. Following discussion, Director Givens moved to approve the minutes as revised. The motion was seconded by Director Airola and carried unanimously.

**5. Revised Minutes of May 28, 2013 Meeting**

Mr. Huml reviewed minutes of the May 28, 2013, regular meeting, including revisions to the minutes regarding LAN's construction agreements for the W140 detention basin project. Following discussion, Director Hamilton moved to approve the May 28, 2013 minutes as amended. The motion was seconded by Director Hodges and carried unanimously.

**6. Financial and Bookkeeping Matters**

Ms. Lofton reviewed the financial report for July and presented checks for payment by the Authority. After review and discussion, Director Givens moved to approve the financial report and payment of the bills presented. The motion was seconded by Director Hodges and carried unanimously.

Mr. Huml reviewed a revised budget for the fiscal year ending June 30, 2014. He noted the budget has been modified to shift the start date for the Town & Country project from 2015 to 2014. He requested authorization to submit the revised budget to the City. Following discussion, Director Hodges moved to approve the revised budget for the fiscal year ending June 30, 2014 and authorize submittal to the City. The motion was seconded by Director Freels and carried unanimously.

**7. Contract for Landscape Architecture Services with SWA Group**

Mr. Huml requested the Board table action regarding the agreement with SWA Group. The Board took no action regarding this agenda item.

**8. Task Order for Engineering Services from Klotz & Associates, Inc. for Independent Review of Regional Drainage Study**

The Board reviewed a proposal from Klotz & Associates, Inc. ("Klotz") to perform an independent review of the Regional Drainage Study. The Board discussed the scope and fees of the proposal. Following discussion, Director Airola moved to approve the proposal with Klotz subject to Directors Rickel and Hamilton refining the scope of work questions to be addressed in the review, with the total cost of the work not to exceed \$56,000 including the cost to lease the modeling software if the licensing cannot be assigned to Klotz from LAN. Director Freels seconded the motion and it passed by unanimous vote.

**9. Executive Director's Report**

Mr. Huml reported that next month he plans to make a presentation regarding the Lumpkin Improvement Project. He reviewed a schedule for presentation of the updated Regional Drainage Study. Mr. Huml stated that pursuant to public inquiry, he spoke with Pat Hicks regarding detention at the Hicks Ventures construction site. He reported that next month he will undertake compilation of the Board packet, which will be distributed electronically.

**10. W140 Detention Basin Project**

Regarding the W140 detention basin construction by Reytec Construction Resources, Inc. ("Reytec"), Mr. Ortega reviewed and recommended payment of Pay Estimate No. 1 in the amount of \$294,326.66 and Change Order No. 1 to deduct \$13,472.78 from the project. Following review and based upon the engineer's recommendation, Director Rickel moved to approve Pay Estimate No. 1 in the amount of \$294,326.66 to Reytec and Change Order No. 1 to deduct \$13,472.78 from the project. Director Tucker seconded the motion and it was unanimously approved.

**11. Barryknoll East Improvement Project**

Mr. Ali reported on the schedule for the Barryknoll East Improvement Project by Texas Sterling Construction Co. ("Texas Sterling"). Mr. Ali reviewed and recommended payment of Pay Estimate No. 4 in the amount of \$227,247.05. Following discussion and review and based upon the engineer's recommendation, Director Tucker moved to approve Pay Estimate No. 4 in the amount of \$227,247.05 to Texas Sterling. The motion was seconded by Director Rickel and carried unanimously.

**12. Convene in Executive Session Pursuant to Section 551.072, Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property**

At 8:31 a.m., Mr. Huml announced the Board will meet in executive session to deliberate the purchase, exchange, lease or value of real property.

**13. Convene in Open Session and Authorize Appropriate Action Regarding the Purchase, Exchange, Lease or Value of Real Property**

At 9:15 a.m., the Board reconvened in open session. Mr. Huml announced the Board will hold a special meeting on September 5, 2013 at 1:00 p.m. at the HEB Community Room.

**14. Lumpkin Improvement Project**

Director Tucker moved to approve LAN's proposal for surveying for the Lumpkin Improvement Project. Director Givens seconded the motion which passed by unanimous vote.

Director Tucker moved to approve LAN's proposal for geotechnical services for the Lumpkin Improvement Project. Director Hamilton seconded the motion which passed by unanimous vote.

**15. Engage Broker to Assist with Real Estate Acquisitions for Projects**

Director Tucker moved to engage a broker to assist with real estate acquisitions for projects. Director Airola seconded the motion and it was approved unanimously.

**16. Adjournment**

There being no additional matters for the Board's consideration, the meeting was adjourned.

Approved:

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Secretary, Board of Directors  
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority  
City of Houston, Texas

MINUTES OF THE BOARD OF DIRECTORS MEETING  
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority  
City of Houston, Texas  
September 5, 2013

The Board of Directors (the "Board") of the TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority (the "Authority") met in special session, open to the public, on September 5, 2013, in the HEB Community Room, 9710 Katy Freeway, Houston, Texas.

Board members in attendance:

Ann T. Givens, Chair  
Bob Tucker  
Brad Freels  
Glenn Airola  
Zachary R. Hodges  
John Rickel

Board members not in attendance:

David A. Hamilton, P.E.

Staff in attendance:

Don Huml - Executive Director

Consultants in attendance:

Muhammad Ali - Lockwood, Andrews & Newnam, Inc. ("LAN")  
Jessica Holoubek and Jane Miller - Allen Boone Humphries Robinson LLP  
Gary Struzick - Klotz Associates, Inc.  
Carlos P. Bujosa - Transwestern

City of Houston ("City") representatives in attendance:

Enrique Reyes -- Council Member Helena Brown's office  
Ralph De Leon and Mary Buzak - City of Houston

**1. Call Meeting to Order**

Having established that a quorum of the Board was present, Mr. Huml called the meeting to order. All agenda items were considered in order except Agenda Item No. 2 was considered after Agenda Item No. 5.

**2. Adopt Revised Budget for Fiscal Year End June 30, 2014 and Authorize Submittal to City**

Mr. Huml reviewed a revised budget for the fiscal year ending June 30, 2014. He noted that \$15 million was transferred from future projects in fiscal years 2017-18 to fund land acquisition in fiscal year 2014 and a new CIP titled "detention basin" will be

included for land acquisition. Mr. Huml noted that the Town & Country West Drainage and Mobility project was shifted from fiscal year 2015 to 2014, and that \$50,000 was added to the fiscal year 2014 budget for engineering consultation. After review and discussion, Director Rickel moved to approve the revised budget for the fiscal year ending June 30, 2014, as revised to include land acquisition costs and expediting of certain projects, and authorize submittal of the revised budget to the City. The motion was seconded by Director Hodges and carried unanimously.

**3. Review and approve Task Order for Engineering Services from Klotz Associates to Perform Independent Review of Regional Drainage Study**

Director Rickel reviewed revisions to the Klotz Associates Task Order Form, including revisions to the budget and deletion of the lease costs for the computer model. Following discussion, Director Rickel moved to approve the Task Order for Klotz Associates to perform an independent review of the regional drainage study in the amount of \$48,000. Director Airola seconded the motion, and it passed by unanimous vote.

**4. Convene in Executive Session Pursuant to Section 551.072, Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property**

At 1:06 p.m., Mr. Huml announced the Board will meet in executive session to deliberate the purchase, exchange, lease or value of real property.

**5. Convene in Open Session and Authorize Appropriate Action Regarding the Purchase, Exchange, Lease or Value of Real Property**

At 1:32 p.m., the Board reconvened in Open Session. Director Tucker moved to authorize the broker to make an offer to purchase real estate. Director Airola seconded the motion which passed by unanimous vote.

There being no additional matters for the Board's consideration, the meeting was adjourned.

Approved:

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Secretary, Board of Directors  
TIRZ 17 Redevelopment Authority/Memorial City Redevelopment Authority  
City of Houston, Texas

**Memorial City Redevelopment Authority**  
**Cash Management Report**  
 August 31, 2013

**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, 2014

**Summary**

<u>Current Activity</u>	<u>Memorial City Redevelopment Authority</u>			<u>Total</u>
	<u>General Fund</u>	<u>Capital Projects</u>	<u>Debt Service</u>	
Beginning Balance	14,709,283.06	21,276,140.60	4,376,853.97	40,362,277.63
Revenue	1,911.73	3,520.53	166.80	5,599.06
Expenditures	15,575.71	635,962.65	3,488,419.50	4,139,957.86
Ending Balance	14,695,619.08	20,643,698.48	888,601.27	36,227,918.83

**NOTES**

Debt Service Payments due in Fiscal Year End 2014:

Date	Series	Principal	Interest	Total
9/1/2013	2008	410,000.00	189,792.50	599,792.50
9/1/2013	2011	520,000.00	170,752.00	690,752.00
9/1/2013	2011A	1,630,000.00	567,875.00	2,197,875.00
3/1/2014	2008	-	180,670.00	180,670.00
3/1/2014	2011	-	161,184.00	161,184.00
3/1/2014	2011A	-	536,497.50	536,497.50
			<b>Total FYE 2014</b>	<b>4,366,771.00</b>

## General Operating Fund

**BEGINNING BALANCE:** **14,709,283.06**

**REVENUE:**

Checking Interest - Bank of America	1,746.42	
Texpool Interest	34.45	
Wells Fargo/TexSTAR (Surplus Funds) Interest	130.86	
Voided Check (s)	0.00	
<b>Total Revenue:</b>		<b>1,911.73</b>

**DISBURSEMENTS:**

Checks Presented At Last Meeting	4,975.52	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	1,126.31	
Direct Deposit Payroll	7,675.77	
Payroll Taxes	811.90	
Employee Expenses	986.21	
<b>Total Expenditures</b>		<b>15,575.71</b>

**Ending Balance:** **14,695,619.08**

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*9516	0.2000	10,277,766.42
TexPool	*0001	0.0452	922,614.66
Wells Fargo *	TexSTAR Surplus Funds	0.0474	3,250,238.00
Texas Exchange Bank CD	*3601	1.0000	245,000.00
<b>Total</b>			<b>14,695,619.08</b>
Certificate of Deposit	CD *4215	Term: 12 Months	Matures: 09/29/2013

**Memorial City Redevelopment Authority  
Checks Presented September 24, 2013**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
1350	Allen Boone Humphries Robinson LLP	Legal Fee	-3,426.82
1351	Equi-Tax, Inc	Tax Assessor Fee	-400.00
1352	ETI Bookkeeping Services	Bookkeeping Fee	-1,005.00
1353	Marsh Darcy Partners, Inc	Office Lease	-879.70
1354	McCall Gibson Swedlund Barfoot PLLC	PFIA Training	-140.00
1355	McGrath & Co., PLLC	Auditor	-9,000.00
1356	Harris County MMD No. 1	2012 Insurance Reimbursement	-1,625.96
<b>Total</b>			<b>-16,477.48</b>

## Capital Projects Fund

<b>BEGINNING BALANCE</b>		<b>21,276,140.60</b>
 <b>REVENUE</b>		
Checking Interest - Bank of America	3,496.43	
TexPool Interest	24.10	
Voided Check(s)	0.00	
<b>Total Revenue</b>		<b>3,520.53</b>
 <b>EXPENDITURES</b>		
Checks Presented at Last Meeting	633,644.26	
Checks Written at/after Last Meeting	0.00	
FDIC Assessment Fee	2,318.39	
<b>Total Expenditures</b>		<b>635,962.65</b>
 <b>ENDING BALANCE</b>		 <b>20,643,698.48</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Bank of America	*1719	0.2000	19,992,643.39
Tex Pool	*0003	0.0452	651,055.09
		<b>Total</b>	<b>20,643,698.48</b>

**Memorial City Redevelopment Authority  
Checks Presented September 24, 2013**

<b>Num</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
10180	Allen Boone Humphries Robinson LLP	Legal Fee	-6,657.50
10181	Lockwood, Andrews & Newman, Inc.	Engineering Fee	-217,496.14
10182	Reytec Construction Resources, Inc.	Pay Estimate #2	-6,204.20
10183	Texas Sterling Construction Co.	Pay Estimate #5	-849,722.65
<b>Total</b>			<b>-1,080,080.49</b>

## Debt Service Fund

<b>BEGINNING BALANCE</b>		<b>4,376,853.97</b>
 <b>REVENUE</b>		
Wells Fargo/TexSTAR (2008 DSF) Interest	166.46	
Wells Fargo/TexSTAR (2008 Pled Rev) Interest	0.34	
Total Revenue		<b>166.80</b>
 <b>EXPENDITURES</b>		
2008 Debt Service Interest Payment	189,792.50	
2008 Debt Service Principal Payment	410,000.00	
2011 Debt Service Interest Payment	170,752.00	
2011 Debt Service Principal Payment	520,000.00	
2011A Debt Service Interest Payment	567,875.00	
2011A Debt Service Principal Payment	1,630,000.00	
Total Expenditures		<b>3,488,419.50</b>
 <b>ENDING BALANCE</b>		 <b>888,601.27</b>

**Location of Assets:**

Institution	Investment Number	Interest Rate	Current Balance
Wells Fargo *4601	TexSTAR 2008 DSF	0.0474	878,827.92
Wells Fargo *4603	TexSTAR DS Reserve	0.0474	272.17
Wells Fargo *4600	TexSTAR 2008 Pledged Rev	0.0474	9,501.18
		<b>Total</b>	<b>888,601.27</b>

**Note:**

*TexSTAR (DSF) relates to 2008, 2011 (2009 Refunding) & 2011A Bond Issues*

*TexSTAR (DSF Reserve) relates to 2009 Bond Issue*

*TexSTAR (Pledged Revenue) relates to 2008 Bond Issue*

Memorial City Redevelopment Authority  
Investment Report  
August 31, 2013

**SCHEDULE OF INVESTMENTS**

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance			
			Market	N.A.V.			Market	N.A.V.		
GOF	TexPool	0.0452	931,326.00	1.00009	931,242.19	34.45	(8,661.98)	922,688.47	1.00008	922,614.66
GOF	Wells Fargo/ TexStar	0.0474	3,250,415.90	1.000095	3,250,107.14	130.86	(0.00)	3,250,533.77	1.000091	3,250,238.00
CPF	TexPool	0.0452	651,089.58	1.00009	651,030.99	24.10	(0.00)	651,107.17	1.00008	651,055.09
DSF	Wells Fargo/ TexStar DSF	0.0474	4,367,495.83	1.000095	4,367,080.96	166.46	(3,488,419.50)	878,907.89	1.000091	878,827.92
DSF	Wells Fargo/ TexStar Res.	0.0474	272.20	1.000095	272.17	0.00	0.00	272.19	1.000091	272.17
DSF	Wells Fargo/ TexStar PI Rev	0.0474	9,501.74	1.000095	9,500.84	0.34	0.00	9,502.04	1.000091	9,501.18

Certificates of Deposit

Fund	Location Of Assets	Interest Rate	Purchase Value	Term	Maturity Date	Beginning Balance	Deposits or (Withdrawals)	Interest Earned	Ending Balance
GOF	TX Exch *3601	1.0000	245,000.00	12 Months	9/29/2013	245,000.00	0.00	0.00	245,000.00

Collateral Pledged In Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Bank of America	30,270,409.81	Federal Reserve	33,207,535	FNMS	33,090,721	33,207,535

Certification:

**T**  
**O**  
**C**  
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.

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Bookkeeper

Investment Officer

Investment Officer	Date Assumed Office	Training Completed
Don Huml	4/30/2013	

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
**August 2013**

			August			Year To Date (2 Months)			Annual
			Actual	Budget	Variance	Actual	Budget	Variance	Budget
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
1000 · Income									
	8223 · Interest Income		5,541	25,000	-19,459	11,221	50,000	-38,779	300,000
	<b>Total 1000 · Income</b>		<b>5,541</b>	<b>25,000</b>	<b>-19,459</b>	<b>11,221</b>	<b>50,000</b>	<b>-38,779</b>	<b>300,000</b>
	6-4320 · Increment Collections		0	0	0	0	0	0	7,238,097
	6-4330 · Interest		59	373	-314	130	747	-617	4,480
	<b>Total Income</b>		<b>5,600</b>	<b>25,373</b>	<b>-19,773</b>	<b>11,351</b>	<b>50,747</b>	<b>-39,396</b>	<b>7,542,577</b>
<b>Expense</b>									
3335 · Management Consulting Services									
	6320 · Legal		3,427	2,083	1,344	5,989	4,167	1,822	25,000
	6343 · Other		1,261	1,982	-721	1,645	3,964	-2,319	23,782
	<b>Total 3335 · Management Consulting Services</b>		<b>4,688</b>	<b>4,065</b>	<b>623</b>	<b>7,634</b>	<b>8,131</b>	<b>-497</b>	<b>48,782</b>
5650 · Transfers									
	6430 · Municipal Services		0	0	0	0	0	0	490,000
	<b>Total 5650 · Transfers</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>490,000</b>
5706 · Debt Service									
	5707 · Principal		2,560,000	1,595,000	965,000	2,560,000	1,595,000	965,000	1,595,000
	5708 · Interest		928,420	928,420	0	928,420	928,420	0	1,670,085
	<b>Total 5706 · Debt Service</b>		<b>3,488,420</b>	<b>2,523,420</b>	<b>965,000</b>	<b>3,488,420</b>	<b>2,523,420</b>	<b>965,000</b>	<b>3,265,085</b>
	6-6420 · City of Houston Admin Fee		0	0	0	0	0	0	361,905
6300 · Administration & Overhead									
	6300a · FDIC Assessment Fee		3,445	0	3,445	6,932	0	6,932	0
	6321 · Auditor		9,000	0	9,000	9,000	0	9,000	17,000
	6333 · Bookkeeping/Accounting		950	875	75	2,100	1,750	350	10,500
	6340 · Administration Salaries/Benefit		9,167	11,433	-2,266	21,083	22,867	-1,784	137,200
	6344 · Property Acc Mgmt/Consultant		400	400	0	800	800	0	4,800
	6350 · Office Expense		986	1,250	-264	2,823	2,500	323	15,000
	6351 · Office Lease		880	0	880	1,865	0	1,865	0
	6353 · Insurance		1,626	0	1,626	1,704	0	1,704	3,000
	6560 · Payroll Expenses		133	0	133	266	0	266	0
	<b>Total 6300 · Administration &amp; Overhead</b>		<b>26,587</b>	<b>13,958</b>	<b>12,629</b>	<b>46,573</b>	<b>27,917</b>	<b>18,656</b>	<b>187,500</b>
	6454 · Groundbreaking Ceremony		0	0	0	948	0	948	0
7000 · Capital Expenditure									
	1701 · Gessner Widening		0	0	0	127	0	127	0
	1702 · Bunker Hill Widening		0	0	0	127	0	127	0
	1709 · Lumpkin I-10 Westview		31,519	253,500	-221,981	42,344	507,000	-464,656	3,042,000
	1712 · Bunker Hill S Drainage & Mobil		5,474	0	5,474	5,601	0	5,601	0
	1713 · Memorial near Bwy 8 Drainage		0	0	0	127	0	127	0
	1714 · Frostwood & Kingsride Drainage		7,741	249,167	-241,426	9,789	498,333	-488,544	2,990,000

August 2013 Budget based on FYE 2013 budgeted numbers.  
COH has not approved FYE 2014 Budget as of 8/31/2013.

**Memorial City Redevelopment Authority**  
**Profit & Loss Budget vs. Actual**  
**August 2013**

	August			Year To Date (2 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
1715A · Barryknoll East Drainage	924,380	399,583	524,797	1,199,355	799,167	400,188	4,795,000
1715B · Barryknoll West Drainage	8,489	30,833	-22,344	11,434	61,667	-50,233	370,000
1717 · Town & Country W. Drain/Mobil	0	166,667	-166,667	127	333,333	-333,206	2,000,000
1718 · Kimberly near Bwy 8 Drainage	0	0	0	127	0	127	0
1722 · Town & Country Blv Signalizatn	1,157	0	1,157	1,284	0	1,284	0
1724 · Gessner at Barryknoll Intersec.	0	0	0	127	0	127	0
1725 · Parks & Green Space Improv.	1,950	0	1,950	2,802	0	2,802	0
1726 · West Bough Roadway Improvements	0	0	0	127	0	127	0
1727 · N.Gessner Thoroughfare	0	0	0	127	0	127	0
1728 · Westview at Lumpkin Enhancement	0	0	0	127	0	127	0
1731A · Detention Basin & W-140 Bridge	29,380	185,833	-156,453	340,809	371,667	-30,858	2,230,000
1731B · Memorial Drainage & Mobility	0	0	0	127	0	127	0
1732A · N Gessner Drainage & Mobility	5,485	39,167	-33,682	7,496	78,333	-70,837	470,000
1732B · N.Gessner Drainage & Mobility	0	37,917	-37,917	222	75,833	-75,611	455,000
1733A · N.Witte Drainage & Mobility	4,954	6,250	-1,296	20,627	12,500	8,127	75,000
1733B · N.Witte Drainage & Mobility (B)	0	6,250	-6,250	127	12,500	-12,373	75,000
1734 · W140 Channel Improvements	58,432	58,333	99	66,961	116,667	-49,706	700,000
<b>Total 7000 · Capital Expenditure</b>	<b>1,078,961</b>	<b>1,433,500</b>	<b>-354,539</b>	<b>1,710,121</b>	<b>2,867,000</b>	<b>-1,156,879</b>	<b>17,202,000</b>
<b>Total Expense</b>	<b>4,598,656</b>	<b>3,974,943</b>	<b>623,713</b>	<b>5,253,696</b>	<b>5,426,468</b>	<b>-172,772</b>	<b>21,555,272</b>
<b>Net Income</b>	<b>-4,593,056</b>	<b>-3,949,570</b>	<b>-643,486</b>	<b>-5,242,345</b>	<b>-5,375,721</b>	<b>133,376</b>	<b>-14,012,695</b>

# Equi-Tax Inc.

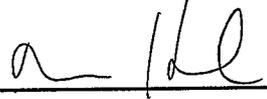
# Invoice

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

DATE	INVOICE #
9/1/2013	45725

BILL TO
TIRZ 17 Memorial City Redevelopment Authority 17111 Rolling Creek Drive, Ste 200 Houston, TX 77090

DESCRIPTION	AMOUNT
Fee per Contract, Monthly Consultant Services	400.00

Approved:   
Date: 09-16-13  
Code: 6333

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

**McGrath & Co., PLLC**

Certified Public Accountants

P.O. Box 270148  
Houston, Texas 77277

Mark W. McGrath CPA  
mark@mcgrath-co.com

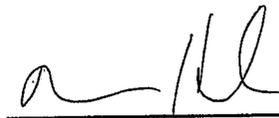
Colette M. Garcia CPA  
colette@mcgrath-co.com

August 30, 2013

Memorial City District/TIRZ No. 17  
Houston, Texas

Interim billing regarding preparation of the District's financial statements  
and related audit schedules for the year ended June 30, 2013.

**\$9,000.00**

Approved:   
Date: 09-16-13  
Code: 6333

ETI Bookkeeping Services

PO BOX 73109  
Houston, TX 77273

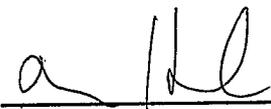
# Invoice

Date	Invoice #
9/1/2013	6855

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

Description	Qty	Rate	Amount
Bookkeeping		850.00	850.00
Payroll		100.00	100.00
Attended Special Meeting on August 14, 2013		55.00	55.00

	<b>Total</b>	\$1,005.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,005.00

Approved:   
Date: 09-16-13  
Code: 6333

Marsh Darcy Partners, Inc.  
8955 Katy Freeway Suite 215  
Houston, TX 77024

Invoice #: 1589

Date: 10/1/2013

**Bill To:**

ETI Accounting Services  
Attn: Michelle Lofton  
JOB: Memorial City Redevelopment Authority  
P.O. Box 73109  
Houston, TX 77273

Terms: Due on receipt

Item	Description	#	Rate	Date	Amount
Rent	Rent for October 2013		750.00	10/1/2013	750.00
Photocopies black & white	Photocopies (black & white) in house Price per page	662	0.10	8/31/2013	66.20
Photocopies (color) 8.5"x11"	Photocopies (color) 11"x17" in house price per page.	18	0.75	8/21/2013	13.50
Jan Buehler	Assist Don Huml: print 11x17 color	0.25	50.00	8/16/2013	12.50
Jan Buehler	Assist Don Huml: color prints 11x17 (15)	0.25	50.00	8/21/2013	12.50
Jan Buehler	Assist Don Huml: print documents from PDF	0.25	50.00	9/3/2013	12.50
Jan Buehler	Assist Don Huml: printing from PDF documents.	0.25	50.00	9/6/2013	12.50

Thank You

**Total Due**

**\$879.70**

Phone #	Fax:	Web Site
(713) 647-9880	(713) 647-6448	www.marshdarcypartners.com

Approved: Don Huml DH

Date: 09-16-13

Code: 6351

# ABHR

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)

September 16, 2013

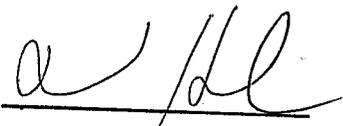
## MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-03
	Statement Number:	61768
Projects	Billing Attorney:	Trey Lary

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## REMITTANCE PAGE

Fees for services posted through September 06, 2013	6,657.50
Expenses and Other Items posted through September 06, 2013	0.00
<b>Total Amount Due:</b>	<b>\$6,657.50</b>

Approved:   
Date: 09-16-13  
Code: 7000

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

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

September 16, 2013

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-03  
Statement Number 61768  
Billing Attorney: Trey Lary

## Projects

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### Professional Fees

Fees for services posted through September 06, 2013, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b><u>Barryknoll East Drainage - 1715A</u></b>			
08/27/13	Jessica Holoubek	Attend Board of Directors meeting	0.75
08/27/13	Susan Hostetler	Attend Board of Directors meeting and take notes of Board discussion regarding Barryknoll East project, for preparation of minutes.	0.75
08/30/13	Susan Hostetler	Draft minutes of Board discussion of Barryknoll East project at August 27, 2013 Board of Directors meeting	0.25
			<i>Total Task Hours:</i> 1.75
			<i>Total Task Amount:</i> \$535.00

### **Detention Basin & W-140 Bridge - 1731A**

08/10/13	Susan Hostetler	Using the Texas Department of Insurance web site and web site showing the U.S. Department of the Treasury's List of Companies Holding Certificates of Authority as Acceptable Sureties, check the contractor's bonds and insurance for the Briar Branch Stormwater Detention Basin; email to Jessica Holoubek regarding bonds and insurance.	1.00
08/12/13	Susan Hostetler	Work on review of bonds for contract; telephone conference with Lindy Ramsay at L.N. McKean, Inc. regarding certificate of insurance.	0.50
08/13/13	Jessica Holoubek	Telephone conference with Mary Buzak regarding approval of task orders and engineering services agreements	0.25
08/23/13	Jessica Holoubek	Review executed Transwestern agreement and finalize for Board of Directors meeting	0.25
08/27/13	Jessica Holoubek	Attend Board of Directors meeting	0.75

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Allen Boone Humphries Robinson LLP

September 16, 2013

08/27/13	Susan Hostetler	Attend Board of Directors meeting and take notes of Board discussion regarding W140 detention project, for preparation of minutes.	0.75
08/28/13	Jessica Holoubek	Telephone conference with Don Huml regarding LAN services agreement	0.25
08/28/13	Jessica Holoubek	Telephone conference with Don Huml regarding Klotz task order approval for regional drainage study review	0.25
08/29/13	Jessica Holoubek	Work on Amended and Restated Engineering Services Agreement for LAN	0.50
09/03/13	Jessica Holoubek	Work on LAN services agreement; telephone conference with subcontractor regarding minority requirements; telephone conference with Don Huml regarding purchase of real estate	0.75
09/05/13	Jessica Holoubek	Travel to and attend Board of Directors meeting and follow up regarding the same	0.75
09/05/13	Jane H. Miller	Attend and report September special meeting	0.75
09/06/13	Jessica Holoubek	Work with Ralph DeLeon and Mary Buzak regarding agreement for property acquisition	0.25

*Total Task Hours:* 7.00  
*Total Task Amount:* \$2,262.50

**Lumpkin I-10 Westview - 1709**

08/13/13	Jessica Holoubek	Telephone conference with Mary Buzak regarding approval of task orders and engineering services agreements	0.25
08/21/13	Susan Hostetler	Work on information needed regarding Lumpkin surveying.	0.25
08/27/13	Jessica Holoubek	Attend Board of Directors meeting	0.75
08/27/13	Susan Hostetler	Attend Board of Directors meeting and take notes of Board discussion regarding Lumpkin project, for preparation of minutes.	0.75
08/28/13	Jessica Holoubek	Discussion with Don Huml regarding coordination with City of Houston, Texas for property acquisition	0.25
08/29/13	Jessica Holoubek	Telephone conference with Mary Buzak regarding amended budget adoption for Lumpkin project	0.25
08/29/13	Susan Hostetler	Draft agreement with Lockwood, Andrews & Newnam, Inc; review files and provide requested documentation to McGrath & Co, PLLC for preparation of the Authority's financial statements.	0.75
08/31/13	Susan Hostetler	Draft minutes and executive session minutes of Board discussion at August 27, 2013 Board of Directors meeting.	0.50
09/05/13	Jessica Holoubek	Travel to and attend Board of Directors meeting and follow up regarding the same; discuss interagency agreement for property acquisitions with Don Huml and with Mary Buzak	1.00
09/05/13	Jane H. Miller	Attend and report September special meeting	1.00
09/06/13	Jessica Holoubek	Work with Ralph DeLeon and Mary Buzak regarding agreement for property acquisition	0.25

*Total Task Hours:* 6.00

Total Task Amount: \$1,847.50

**Parks & Green Space Improv. - 1725**

08/12/13	Jessica Holoubek	Follow up with Mary Buzak, City of Houston, Texas, regarding SWA services agreement	0.25
08/16/13	Jessica Holoubek	Work on SWA services agreement	0.50
08/16/13	Susan Hostetler	Follow up regarding agreement with SWA Group.	0.25
08/16/13	Christina L. Miller	Review and make additional comments to the revisions to the Service Agreement with SWA Group.	0.25
08/19/13	Susan Hostetler	Follow up regarding agreement with SWA Group and email exchange regarding same.	0.25
08/19/13	Christina L. Miller	Conference with SWA Group regarding indemnification language contained in the draft Service Agreement.	0.25
08/20/13	Susan Hostetler	Follow up regarding SWA Group contract.	0.25
08/21/13	Susan Hostetler	Follow up regarding agreement with SWA Group services agreement	0.75
08/21/13	Christina L. Miller	Conduct indemnification clause research; Summarize differences amongst Services Agreements and proposed language for SWA Group's proposed contract language; Email correspondence with Trey Lary regarding same; Revise Services Agreement with SWA Group.	0.75
08/26/13	Jessica Holoubek	Review comments from SWA attorney regarding services agreement; discuss same with Don Huml, Trey Lary, Glenn Airola and Mary Buzak	1.00
08/26/13	Trey Lary	Work on landscape architect agent with SWA	0.50
09/03/13	Jessica Holoubek	Review Tri Party agreement and follow up with Mary Buzak regarding SWA services agreement	0.50
09/05/13	Jessica Holoubek	Follow up with Mary Buzak regarding SWA services agreement	0.25

Total Task Hours: 5.75

Total Task Amount: \$1,950.00

**W140 Channel Improvements - 1734**

08/30/13	Susan Hostetler	Draft minutes of Board discussion of W140 project at August 27, 2013 Board of Directors meeting.	0.25
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Total Task Hours: 0.25

Total Task Amount: \$62.50

**Total Fees: \$6,657.50**

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>
Barryknoll East Drainage - 1715A	1.75	535.00
Detention Basin & W-140 Bridge - 1731A	7.00	2,262.50
Lumpkin I-10 Westview - 1709	6.00	1,847.50

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Parks & Green Space Improv. - 1725	5.75	1,950.00
W140 Channel Improvements - 1734	0.25	62.50

Total Fees:	\$6,657.50
Total expenses and other items:	\$0.00
<b>Total Amount Due:</b>	<b>\$6,657.50</b>

# ABHR

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)

September 16, 2013

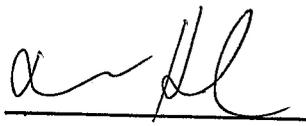
## MEMORIAL CITY REDEVELOPMENT AUTHORITY

	Client/Matter:	MEM001-01
	Statement Number:	61767
General	Billing Attorney:	Trey Lary

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## REMITTANCE PAGE

Fees for services posted through September 06, 2013	3,302.50
Expenses and Other Items posted through September 06, 2013	124.32
<b>Total Amount Due:</b>	<b>\$3,426.82</b>

Approved:   
Date: 09-16-13  
Code: 6320

*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*

# ABHR

ALLEN BOONE HUMPHRIES ROBINSON LLP

Taxpayer ID 74-3091731

September 16, 2013

## MEMORIAL CITY REDEVELOPMENT AUTHORITY

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

Client/Matter: MEM001-01  
Statement Number 61767  
Billing Attorney: Trey Lary

### General

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#### Professional Fees

Fees for services posted through September 06, 2013, as follows:

<u>Date</u>	<u>Professional</u>		<u>Hours</u>
<b>General</b>			
08/10/13	Susan Hostetler	Finalize proposed minutes of July Board of Directors meeting and executive session and email to Don Huml for review.	0.25
08/14/13	Susan Hostetler	Meeting with Don Huml and consultants regarding board packets and meeting preparation.	2.00
08/14/13	Lisa Kulhanek	Research and forward board book as requested	0.25
08/15/13	Susan Hostetler	Revise July Board of Directors meeting minutes.	0.25
08/19/13	Susan Hostetler	Draft agenda for August Board of Directors meeting and follow up regarding pending items; conference call with Trey Lary and Don Huml regarding meeting.	0.50
08/20/13	Susan Hostetler	Work on Board of Directors meeting.	0.25
08/21/13	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	1.00
08/21/13	Susan Hostetler	Work on agenda for Board of Directors meeting and telephone conferences with Don Huml and Muhammad Ali regarding same.	0.50
08/23/13	Susan Hostetler	Prepare for Board of Directors meeting.	0.25
08/27/13	Karen Anderson	Prepare agenda for the September 5, 2013 special meeting	0.25
08/27/13	Jessica Holoubek	Travel to and attend Board of Directors meeting.	0.75
08/27/13	Susan Hostetler	Attend Board of Directors meeting and take notes for preparation of minutes; work on agenda for special meeting.	1.00
08/28/13	Jessica Holoubek	Review and finalize agenda for special Board of Directors	0.25

Allen Boone Humphries Robinson LLP

September 16, 2013

		meeting	
08/29/13	Karen Anderson	Forward agenda for website posting; prepare correspondence and posting documents for City Hall postings; sort and distribute agenda	0.50
08/29/13	Trey Lary	Follow up on action items from board meeting	0.25
08/30/13	Karen Anderson	Receive and review posting certificate regarding August 27, 2013 posting of agenda; check calendar to verify notice of meeting was posted in accordance with the Open Meeting Act	0.25
08/30/13	Janelle N. Hedges	Review, sort, and add documents into district records in accordance with Records Management Act and District's Records Management Policy	0.25
08/30/13	Jessica Holoubek	Review, revise and finalize minutes and certified agenda from the last regular Board of Directors meeting; follow up with outstanding issues related to attorney tasks mentioned in the minutes	0.50
08/30/13	Susan Hostetler	Draft form minutes for special meeting; prepare for meeting; draft minutes of August 27, 2013 Board of Directors meeting.	1.00
09/05/13	Jessica Holoubek	Travel to and attend Board of Directors meeting; telephone conference with Don Huml regarding project plan amendment and regarding budget amendments	1.00
09/05/13	Jane H. Miller	Attend and report September special meeting	1.00
09/06/13	Jessica Holoubek	Work on fund contact change form for TML policy	0.25

*Total Task Hours:* 12.50  
*Total Task Amount:* \$3,207.50

**Public Information Requests**

08/29/13	Jessica Holoubek	Discussions with Don Huml regarding public information requests and meetings with constituents.	0.25
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*Total Task Hours:* 0.25  
*Total Task Amount:* \$95.00

**Total Fees: \$3,302.50**

**Expenses and Other Items**

Expenses and Other Items posted through September 06, 2013, as follows:

07/30/13	JBH	Federal Express: City of Houston	13.11
08/12/13		Photocopy Charges	14.70
08/12/13	JBH	Courier charges: Lockwood Andrews	16.95
08/14/13	JBH	Mileage expense	12.43
08/21/13	JBH	Courier charges: City Secretary's Office	17.00
08/27/13	JBH	Mileage expense	12.43
08/27/13	JBH	Mileage expense	13.00
08/29/13	JBH	Courier charges: City Secretary's Office	10.50
08/29/13	JBH	Photocopy Charges	0.45
09/03/13	JBH	Postage	1.32
09/05/13	JBH	Mileage expense	12.43

---

Total Expenses and Other Items: 124.32

**TASK FEE BREAKDOWN**

	<u>Hours</u>	<u>Amount</u>
General	12.50	3,207.50
Public Information Requests	0.25	95.00

Total Fees:	\$3,302.50
Total expenses and other items:	\$124.32
<b>Total Amount Due:</b>	<b>\$3,426.82</b>



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

September 24, 2013

TIRZ 17 Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Attention: Mr. Don Huml

Reference: Engineering and Program Management Services relating to  
TIRZ 17 Redevelopment Authority  
**LAN Project No. 120-10308-000 & 130-10384-000**

Dear Mr. Huml:

Attached is the original copy of our Invoice No. 89 in the amount of \$ 217,496.14 for the above project, which covers services through August 31, 2013.

Included with the invoice is a certified labor detail for this period.

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

Sincerely,

Rafael Ortega P.E.  
Program Director

RO:ma:bgs

Enclosures: LAN Invoice No. 89

cc: File

120-10308-000  
130-10384-000



TIRZ 17 Redevelopment Authority  
Engineering and Program Management Services  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

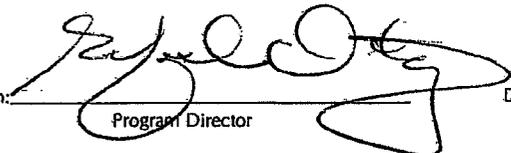
September 24, 2013  
Invoice No: 00089  
Project Number: 120-10308-000 & 130-10384-000

Attention: Mr. Don Huml

**Engineering services through 8/31/13 in connection with the  
TIRZ 17 Redevelopment Authority**

Account Number			This Invoice	Previously Invoiced	Total To Date
TASK 6	6.0	Drainage	\$ -	\$ 1,567,804.15	\$ 1,567,804.15
	6.1	Briar Branch	\$ -	\$ 127,372.04	\$ 127,372.04
	6.2	Queensbury Stom Sewer Improvements	\$ -	\$ 238,879.34	\$ 238,879.34
	6.3	Rummel Creek	\$ -	\$ 68,270.45	\$ 68,270.45
	6.4	Drainage Action Plan	\$ -	\$ 47,075.36	\$ 47,075.36
	6.5	Regional Drainage Study <i>Refer to Attachment 6</i>	\$ -	\$ 1,086,206.96	\$ 1,086,206.96
TASK 9	9.0	1712 Bunker Hill South <i>Refer to Attachment 9</i>	\$ 5,474.23	\$ 20,849.52	\$ 26,323.75
TASK 10	10.0	1732A North Gessner Thoroughfare <i>Refer to Attachment 10</i>	\$ 5,484.79	\$ 904,927.46	\$ 910,412.25
TASK 11	11.0	1722 Town & Country Drainage & Mobilization <i>Refer to Attachment 11</i>	\$ 1,156.65	\$ 264,966.67	\$ 266,123.32
TASK 12	12.0	1715A Barryknoll East <i>Refer to Attachment 12</i>	\$ 74,122.13	\$ 1,695,792.66	\$ 1,769,914.79
TASK 14	14.0	1709 Lumpkin <i>Refer to Attachment 14</i>	\$ 29,671.13	\$ 581,295.05	\$ 610,966.18
TASK 15	15.0	1718 Kimberley Lane Drainage & Roadway <i>Refer to Attachment 15.0</i>	\$ -	\$ 721,082.36	\$ 721,082.36
	15.1	1718 Kimberley Lane Construction Services <i>Refer to Attachment 15.1</i>	\$ -	\$ 680,943.31	\$ 680,943.31
TASK 19	19.0	1714 Frostwood and Kingsride <i>Refer to Attachment 19</i>	\$ 7,740.90	\$ 38,670.03	\$ 46,410.93
TASK 22	22.0	1731A Drainage Remediation Project (W140 Detention) <i>Refer to Attachment 22</i>	\$ 20,912.82	\$ 758,482.46	\$ 779,395.28
TASK 25	25.0	1734 W140 Channel Improvement <i>Refer to Attachment 25</i>	\$ 58,369.10	\$ 330,839.42	\$ 389,208.52
TASK 26	26.0	1715B Barryknoll West <i>Refer to Attachment 26</i>	\$ 8,489.25	\$ 22,872.06	\$ 31,361.31
TASK 27	27.0	6343 General Administration <i>Refer to Attachment 27</i>	\$ 1,120.92	\$ 11,175.54	\$ 12,296.46
TASK 28	28.0	1733A North Witte Drainage & Mobility <i>Refer to Attachment 27</i>	\$ 4,954.22	\$ 24,188.64	\$ 29,142.86
<b>TOTAL</b>			<b>\$ 217,496.14</b>	<b>\$ 10,614,513.71</b>	<b>\$ 10,832,009.85</b>

**TOTAL DUE THIS INVOICE: \$ 217,496.14**

Certification by Firm:  Date: 9/17/2013  
Program Director

# Draft Subject to Change

**MEMORIAL CITY REDEVELOPMENT AUTHORITY  
(AKA TIRZ 17 REDEVELOPMENT AUTHORITY)**

**CITY OF HOUSTON, TEXAS**

**ANNUAL FINANCIAL REPORT**

**JUNE 30, 2013**

# Draft Subject to Change

## TABLE OF CONTENTS

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# Draft Subject to Change

## **McCALL GIBSON SWEDLUND BARFOOT PLLC**

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### INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Memorial City Redevelopment Authority  
City of Houston, Texas

We have audited the accompanying financial statements of the governmental activities and each major fund of Memorial City Redevelopment Authority (the "Authority"), **a component unit of the City of Houston, Texas**, as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Board of Directors  
Memorial City Redevelopment Authority

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority as of June 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis on pages 3 through 8 and the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – All Governmental Funds on page 28 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information required by the City of Houston, Texas and other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide any assurance, has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants

September 24, 2013

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY

### MANAGEMENT'S DISCUSSION AND ANALYSIS

### FOR THE YEAR ENDED JUNE 30, 2013

Management's discussion and analysis of Memorial City Redevelopment Authority's, aka TIRZ 17 Redevelopment Authority (the "Authority") financial performance provides an overview of the Authority's financial activities for the fiscal year ended June 30, 2013. Please read it in conjunction with the Authority's financial statements, which begin on page 9.

#### FINANCIAL HIGHLIGHTS

- In the Statement of Net Position, the Authority's liabilities exceeded its assets by \$7,613,493 (net position) for the year ended June 30, 2013. This compares to the previous year when liabilities exceeded assets by \$9,876,585.
- The Authority anticipates that with continued development in the area, the Tax Increment Revenues will be sufficient to cover operating costs, project costs and debt service of the Authority.
- As a result of the implementation of GASB 65, prior year amounts for current and other assets and unrestricted net position have been restated (see Note 10).
- The Authority's governmental funds reported a total ending fund balance of \$40,316,828 this year. This compares to the prior year fund balance of \$39,683,735, showing an increase of \$633,093 during the current fiscal year.

#### USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to the financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Funds Balance Sheet and (2) the Statement of Activities and Governmental Funds Revenue, Expenditures, and Changes in Fund Balances. This report also includes other supplementary information in addition to the basic financial statements.

#### IMPLEMENTATION OF NEW ACCOUNTING PRONOUNCEMENTS

During the current fiscal year, the Authority implemented Governmental Accounting Standards Board (GASB) Statement 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. In the past, financial statement preparers of governmental entities had to consult a variety of resources to determine relevant GAAP in certain circumstances. GASB 62 simplifies this research by codifying relevant FASB and AICPA guidance in one standard. The implementation of GASB 62 has no effect on the Authority's financial statements.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY

### MANAGEMENT'S DISCUSSION AND ANALYSIS

#### FOR THE YEAR ENDED JUNE 30, 2013

#### **IMPLEMENTATION OF NEW ACCOUNTING PRONOUNCEMENTS (Continued)**

The Authority also implemented GASB 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. GASB 63 adds the new financial statement elements, “deferred inflows of financial resources” and “deferred outflows of financial resources,” to the statement of financial position and reports “net position” instead of “net assets.” A deferred outflow is the consumption of resources in one period that is applicable to a future period, while a deferred inflow is the acquisition of resources in one period that is applicable to a future period.

The Authority elected to early implement GASB Statement 65, *Items Previously Reported as Assets and Liabilities* in fiscal year 2013. As discussed in the preceding paragraph, GASB 63 added new elements to the statements of financial position; however, guidance was needed to identify which balances should be reported as deferred inflows of resources or deferred outflows of resources. GASB 65 addresses that need and identifies the items to be reported as deferred inflows or outflows. GASB 65 also reclassified bond issuance costs (other than prepaid insurance) as an expense when incurred. Previously bond issuance costs were deferred and amortized to expense over the life of the bonds. GASB 65 requires retroactive adoption and, as a result, the Authority has restated beginning net position on the Statement of Net Position for bond issuance costs previously deferred (see Note 10). Comparative data for 2012 has also been restated.

#### **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The Authority’s annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide portion of these statements provides both long-term and short-term information about the Authority’s overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The first of the government-wide statements is the Statement of Net Position. This information is found in the Statement of Net Position column on page 9. The Statement of Net Position is the Authority-wide statement of its financial position presenting information that includes all of the Authority’s assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Authority as a whole is improving or deteriorating. Evaluation of the overall financial health of the Authority would extend to other non-financial factors.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY

### MANAGEMENT'S DISCUSSION AND ANALYSIS

### FOR THE YEAR ENDED JUNE 30, 2013

#### **GOVERNMENT-WIDE FINANCIAL STATEMENTS (continued)**

The government-wide portion of the Statement of Activities on page 11 reports how the Authority's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

#### **FUND FINANCIAL STATEMENTS**

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Authority has three governmental funds types. The General Fund is the operating fund of the Authority, the Debt Service Fund is used to account for the payment of interest and principal on the Authority's long-term debt, and the Capital Projects Fund accounts for capital project acquisition and or construction.

Governmental funds are reported in each of the financial statements. The focus in the fund statements provides a distinctive view of the Authority's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the Authority and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

#### **NOTES TO THE FINANCIAL STATEMENTS**

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 through 26 in this report.

#### **OTHER INFORMATION**

In addition to the financial statements and the accompanying notes, this report also presents certain required supplementary information ("RSI"). A budgetary comparison schedule is included as RSI for all governmental funds and can be found on page 28.

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**MEMORIAL CITY REDEVELOPMENT AUTHORITY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2013**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

Net position may serve over time as a useful indicator of the Authority's financial position. In the case of the Authority, liabilities exceeded assets by \$7,613,493 as of June 30, 2013.

The following table provides a summary of the changes in the Statement of Net Position as of June 30, 2013, and June 30, 2012:

	<b>Summary of Changes in the Statement of Net Position</b>		
	2013	2012	Variance Positive (Negative)
<b>ASSETS:</b>			
Current and Other Assets	\$ 41,054,677	\$ 39,791,430	\$ 1,263,247
<b>TOTAL ASSETS</b>	<b>\$ 41,054,677</b>	<b>\$ 39,791,430</b>	<b>\$ 1,263,247</b>
<b>LIABILITIES:</b>			
Current Liabilities	\$ 3,918,170	\$ 2,358,015	\$ (1,560,155)
Long-term Liabilities	44,750,000	47,310,000	2,560,000
<b>TOTAL LIABILITIES</b>	<b>\$ 48,668,170</b>	<b>\$ 49,668,015</b>	<b>\$ 999,845</b>
<b>NET POSITION:</b>			
Restricted	\$ 3,750,827	\$ 2,861,528	\$ 889,299
Unrestricted	(11,364,320)	(12,738,113)	1,373,793
<b>TOTAL NET POSITION</b>	<b>\$ (7,613,493)</b>	<b>\$ (9,876,585)</b>	<b>\$ 2,263,092</b>

As a result of the implementation of GASB 65, prior year amounts for current and other assets and unrestricted net position have been restated (see Note 10).

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**MEMORIAL CITY REDEVELOPMENT AUTHORITY**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2013**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)**

The following table provides a summary of the changes in the Statement of Activities for the fiscal years ending June 30, 2013, and June 30, 2012:

	<u>Summary of Changes in the Statement of Activities</u>		
	<u>2013</u>	<u>2012</u>	<u>Variance Positive (Negative)</u>
<b>Revenues:</b>			
Tax Increment	\$ 8,024,604	\$ 7,222,717	\$ 801,887
Intergovernmental	109,025	787,852	(678,827)
Interest and Others	84,018	53,658	30,360
<b>Total revenues</b>	<u>\$ 8,217,647</u>	<u>\$ 8,064,227</u>	<u>\$ 153,420</u>
<b>Expenses:</b>			
Salaries and Benefits	\$ 37,378	\$	\$ (37,378)
Professional Services	83,322	49,592	(33,730)
Contracted Services	52,937	157,252	104,315
Bond Interest	1,867,526	1,334,781	(532,745)
Other	100,166	41,448	(58,718)
Administration Fee	890,775	850,420	(40,355)
Issuance Cost and Fees		628,586	628,586
Capital Improvements	2,922,451	9,420,273	6,497,822
<b>Total expenses</b>	<u>\$ 5,954,555</u>	<u>\$ 12,482,352</u>	<u>\$ 6,527,797</u>
<b>Changes in Net Position</b>	\$ 2,263,092	\$ (4,418,125)	\$ 6,681,217
<b>Beginning Net Position</b>	<u>(9,876,585)</u>	<u>(5,458,460)</u>	<u>(4,418,125)</u>
<b>Ending Net Position</b>	<u>\$ (7,613,493)</u>	<u>\$ (9,876,585)</u>	<u>\$ 2,263,092</u>

As a result of the implementation of GASB 65, prior year amounts for issuance cost and fees, beginning net position and ending net position and current year amounts for beginning net position have been restated.

**FINANCIAL ANALYSIS OF THE AUTHORITY'S GOVERNMENTAL FUNDS**

The Authority has three governmental funds, which are the General Fund, the Debt Service Fund, and the Capital Projects Fund. As discussed, governmental funds are reported in the fund statements with a short-term, inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financing requirements. Governmental funds reported ending fund balances totaling \$40,316,828, an increase of \$633,093 from the prior year.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY

### MANAGEMENT'S DISCUSSION AND ANALYSIS

### FOR THE YEAR ENDED JUNE 30, 2013

#### **GOVERNMENTAL FUND BUDGETARY HIGHLIGHTS**

The Board of the Authority did not amend the budget during the current fiscal year. Actual excess revenues were \$14,645,788 greater than budgeted excess revenues due to capital outlay being significantly less than budgeted. See the budget to actual comparisons on page 28.

#### **CAPITAL ASSETS**

In the current fiscal year, the Authority transferred \$2,922,451 to the City of Houston related to capital expenditures. These capital expenditures are related to public works improvements. In accordance with Section VIII of the Tri-Party Agreement between the City of Houston, Reinvestment Zone Number Seventeen, City of Houston, Texas (the "zone") and the Authority, it states: "all utilities, drainage facilities, public street improvements, sidewalks and light fixtures shall be conveyed to the City." Therefore, any current year expenditures related to such improvements are not recorded as assets of the Authority.

#### **LONG -TERM DEBT**

At the end of the current fiscal year, the Authority had total bond debt payable of \$47,310,000. This debt is secured with future tax increment contract revenue.

#### **CONTACTING THE AUTHORITY'S MANAGEMENT**

This financial report is designed to provide a general overview of the Authority's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Memorial City Redevelopment Authority, 8955 Katy Freeway, Suite 215, Houston, Texas 77024.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET JUNE 30, 2013

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments	Statement of Net Position
<b>ASSETS</b>						
Cash	\$ 10,290,985	\$	\$ 21,292,581	\$ 31,583,566	\$	\$ 31,583,566
Investments	4,447,936	4,367,173	651,002	9,466,111		9,466,111
Other Receivables	5,000			5,000		5,000
Due From Other Funds	983,640	2,600		986,240	(986,240)	
<b>TOTAL ASSETS</b>	<u>\$ 15,727,561</u>	<u>\$ 4,369,773</u>	<u>\$ 21,943,583</u>	<u>\$ 42,040,917</u>	<u>\$ (986,240)</u>	<u>\$ 41,054,677</u>
<b>LIABILITIES</b>						
Accounts Payable	\$ 11,349	\$	\$ 670,826	\$ 682,175	\$	\$ 682,175
Other Payable	2,993			2,993		2,993
Retainage Payable			52,681	52,681		52,681
Accrued Interest Payable					618,946	618,946
Due To Other Funds	2,600		983,640	986,240	(986,240)	
Compensated Absences:						
Due Within One Year					1,375	1,375
Long-Term Liabilities:						
Due Within One Year					2,560,000	2,560,000
Due After One Year					44,750,000	44,750,000
<b>TOTAL LIABILITIES</b>	<u>\$ 16,942</u>	<u>\$ -</u>	<u>\$ 1,707,147</u>	<u>\$ 1,724,089</u>	<u>\$ 46,944,081</u>	<u>\$ 48,668,170</u>
<b>FUND BALANCES</b>						
Restricted	\$	\$ 4,369,773	\$ 20,236,436	\$ 24,606,209	\$ (24,606,209)	
Unassigned	15,710,619			15,710,619	(15,710,619)	
<b>TOTAL FUND BALANCES</b>	<u>\$ 15,710,619</u>	<u>\$ 4,369,773</u>	<u>\$ 20,236,436</u>	<u>\$ 40,316,828</u>	<u>\$ (40,316,828)</u>	
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 15,727,561</u>	<u>\$ 4,369,773</u>	<u>\$ 21,943,583</u>	<u>\$ 42,040,917</u>		
<b>Net Position:</b>						
Restricted - Debt Service					\$ 3,750,827	\$ 3,750,827
Unrestricted					(11,364,320)	(11,364,320)
<b>Total Net Position</b>					<u>\$ (7,613,493)</u>	<u>\$ (7,613,493)</u>

The accompanying notes to the financial statements are an integral part of this report.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION JUNE 30, 2013

Total Fund Balances - Governmental Funds \$ 40,316,828

Amounts reported for governmental activities in the *Statement of Net Position* are different because:

Some liabilities, are not due and payable in the current period and are not included in the fund financial statement, but are included in the governmental activities of the *Statement of Net Position*.

Compensated absences	(1,375)
Bonds payable	(47,310,000)
Accrued interest on bonds payable	(618,946)
	<hr/>
Total Net Position - Governmental Activities	\$ (7,613,493)

The accompanying notes to the financial statements are an integral part of this report.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED JUNE 30, 2013

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments	Statement of Activities
<b>REVENUES</b>						
Tax Increment	\$ 8,024,604	\$	\$	\$ 8,024,604	\$	\$ 8,024,604
Intergovernmental			109,025	109,025		109,025
Interest and Other	30,479	1,592	51,947	84,018		84,018
<b>TOTAL REVENUES</b>	<b>\$ 8,055,083</b>	<b>\$ 1,592</b>	<b>\$ 160,972</b>	<b>\$ 8,217,647</b>	<b>\$</b>	<b>\$ 8,217,647</b>
<b>EXPENDITURES/EXPENSES</b>						
<b>Service Operations</b>						
Salaries and Benefits	\$ 36,003	\$	\$	\$ 36,003	\$ 1,375	\$ 37,378
Professional Services	83,322			83,322		83,322
Contracted Services	52,937			52,937		52,937
Insurance Cost	1,626			1,626		1,626
Other	57,711		40,829	98,540		98,540
Administration Fees	890,775			890,775		890,775
Capital Improvement, Note 7			2,922,451	2,922,451		2,922,451
Debt service:						
Principal		1,610,000		1,610,000	(1,610,000)	
Interest		1,888,900		1,888,900	(21,374)	1,867,526
<b>TOTAL EXPENDITURES/EXPENSES</b>	<b>\$ 1,122,374</b>	<b>\$ 3,498,900</b>	<b>\$ 2,963,280</b>	<b>\$ 7,584,554</b>	<b>\$ (1,629,999)</b>	<b>\$ 5,954,555</b>
<b>EXCESS (DEFICIENCY) OF REVENUES</b>						
<b>OVER (UNDER) EXPENDITURES</b>	<b>\$ 6,932,709</b>	<b>\$ (3,497,308)</b>	<b>\$ (2,802,308)</b>	<b>\$ 633,093</b>	<b>\$ 1,629,999</b>	<b>\$ 2,263,092</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Internal Transfers	\$ (4,365,233)	\$ 4,365,233	\$	\$	\$	\$
<b>TOTAL OTHER FINANCING</b>	<b>\$ (4,365,233)</b>	<b>\$ 4,365,233</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>SOURCES (USES)</b>	<b>\$ (4,365,233)</b>	<b>\$ 4,365,233</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>NET CHANGE IN FUND BALANCES</b>	<b>\$ 2,567,476</b>	<b>\$ 867,925</b>	<b>\$ (2,802,308)</b>	<b>\$ 633,093</b>	<b>\$ (633,093)</b>	
<b>CHANGE IN NET POSITION</b>						
<b>FUND BALANCES/NET POSITION -</b>					2,263,092	2,263,092
<b>JULY 1, 2012 (Restated)</b>	<b>13,143,143</b>	<b>3,501,848</b>	<b>23,038,744</b>	<b>39,683,735</b>	<b>(49,560,320)</b>	<b>(9,876,585)</b>
<b>FUND BALANCES/NET POSITION -</b>						
<b>JUNE 30, 2013</b>	<b>\$ 15,710,619</b>	<b>\$ 4,369,773</b>	<b>\$ 20,236,436</b>	<b>\$ 40,316,828</b>	<b>\$ (47,930,321)</b>	<b>\$ (7,613,493)</b>

The accompanying notes to the financial statements are an integral part of this report.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2013

Net Change in Fund Balances - Governmental Funds	\$	633,093
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report repayment of long-term debt principal as an expenditure. In contrast, the <i>Statement of Net Position</i> treats such repayments as a reduction in long-term liabilities.		1,610,000
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Some expenses reported in the *Statement of Activities* do not require the use of current financial resources and these are not reported as expenditures in governmental funds:

Compensated absences	(1,375)
Accrued interest	21,374
	<hr/>

Change in Net Position - Governmental Activities	\$	<u>2,263,092</u>
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The accompanying notes to the financial statements are an integral part of this report.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 1. CREATION OF CORPORATION

The City of Houston, Texas (the "City") authorized the creation of the Memorial City Redevelopment Authority (the "Authority") by the Resolution No. 2002-0026 passed on August 14, 2002. The Authority was created and organized as a local government corporation pursuant to provisions of Subchapter D of Chapter 431 of the Texas Transportation Code and Chapter 394 of the Texas Local Government Code. The Authority is organized as a public non-profit corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental function to promote the common good and general welfare of Reinvestment Zone Number Seventeen (the "Zone") and neighboring areas in the preparation and implementation of a project plan and a reinvestment zone financing plan for the zone; in the development of a policy to finance development and redevelopment of properties in the Memorial City area; and in the development and implementation of a redevelopment policy for the Memorial City area, including the acquisition of land for redevelopment purposes; in the development and implementation of a policy for improving vehicular and pedestrian circulation in the Memorial City area including the acquisition of street rights-of-way. The Authority may issue bonds with consent of City Council. The Authority is managed by a Board of Directors consisting of up to seven members who are appointed by the Mayor with the approval of City Council. The Authority held its first meeting on November 22, 2002.

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying basic financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The GASB has established the criteria for determining whether or not a given entity is a component unit. The criteria are: (1) is the potential component unit a legally separate entity, (2) does the primary government appoint a voting majority of the potential component unit's board, (3) is the primary government able to impose its will on the potential component unit, (4) is there a financial benefit or burden relationship. The Authority was created as an instrumentality of the City of Houston (the "City"). The Authority does meet the criteria for inclusion as a component unit of the City. Copies of the financial statements for the City may be obtained from the City Secretary's office.

#### Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Financial Statement Presentation (continued)

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which includes a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets, Restricted, and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.
- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted Net Position – This component of net position consist of assets that does not meet the definition of “Restricted” or “Net Investment in Capital Assets.”

When both restricted and unrestricted resources are available for use, generally it is the Authority’s policy to use restricted resources first.

#### Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the Authority as a whole. The Authority’s Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The Authority is viewed as a special purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the general fund, debt service fund, and capital projects fund to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations.

The Statement of Activities is reported by adjusting the general fund, debt service fund, and capital projects fund to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenue and expense in the government-wide Statement of Activities.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Fund Financial Statements

As discussed above, the Authority's fund financial statements are combined with the government-wide statements. The fund financial statements include a Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balances.

#### Governmental Funds

The Authority has three major governmental funds – the General Fund, Debt Service Fund, and Capital Projects Fund. The General Fund is the general operating fund of the Authority and accounts for all resources of the Authority not accounted for in another fund. The principal source of revenue is tax increment collections and expenditures are primarily for operations. The Debt Service Fund is used to account for the payment of interest and principal on the Authority's long-term debt. The Capital Projects Fund is used to account for the proceeds of tax increment debt and the corresponding expenditures primarily consisting of construction projects.

#### Basis of Accounting

The Authority uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The Authority considers revenues reported in the governmental funds to be available if they are collectable within sixty (60) days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

#### Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are reported using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets and liabilities associated with the activities are reported, regardless of the timing of related cash flows. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the balance sheet, and the reported fund balances provide an indication of available spendable or appropriable resources.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Fund Balances

The Authority's governmental fund balances are classified as follows:

*Nonspendable* - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The Authority does not have any nonspendable fund balances.

*Restricted* - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally required. The Authority's restricted fund balances consist of unspent bond proceeds in the Capital Projects Fund and tax increment receipts in the Debt Service Fund.

*Committed* - amounts that can be used only for specific purposes determined by a formal action of the Board of Directors. The Board is the highest level of decision-making authority for the Authority. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The Authority does not have any committed fund balances.

*Assigned* - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. The Authority has not adopted a formal policy regarding the assignment of fund balances and does not have any assigned fund balances.

*Unassigned* - all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned, or unassigned fund balances are available, the Authority considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

#### Cash

The Authority's cash consist of amounts in demand deposits.

#### Investments

Investments consist of amounts in the TexPool, TexSTAR, and certificates of deposit.

#### Debt Service

Tax increment contract revenue is pledged for debt service on bond obligations.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Due to and from other funds

Interfund receivable and payables arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. These receivables and payables are, for the most part, eliminated from the Government-Wide Statement of Net Position and are recorded as “due from other funds” and “due to other funds” in the fund financial statements.

#### Budgeting

In compliance with the Tri-Party Agreement (See Note 4), the Authority’s board members adopted an unappropriated budget for the combined governmental funds of the Authority for the fiscal year ending June 30, 2013. The budget was submitted and approved by the City.

#### Compensated Absences

Compensated employee absences consist of two weeks paid vacation per annum for the Authority’s Executive Director, which is accrued each pay period. There is no limit on the number of hours that may be accrued and there is no provision for the payment of accumulated time upon termination of employment.

#### Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### Recently Adopted Accounting Standards

In June 2011, the GASB issued Statement 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. As a result of the implementation of GASB 63, the Statement of Net Assets has been renamed the Statement of Net Position. GASB 63 provides guidance on reporting deferred inflows of resources, deferred outflows of resources and net position in a statement of financial position. Deferred outflows and deferred inflows are the result of the consumption or acquisition, respectively, of net assets in one period that is applicable to future periods. The District adopted this statement for the 2013 fiscal year.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Recently Adopted Accounting Standards (continued)

In March 2012, the GASB issued Statement 65, *Items Previously Reported as Assets and Liabilities*, which is effective for periods beginning after December 15, 2012; however, the District elected to early implement GASB 65 in the current fiscal year. This statement identifies the financial statement items that are to be reported as deferred outflows of resources and deferred inflows of resources. The District does not have any deferred inflows/outflows in the Governmental Funds Balance Sheet or the Statement of Net Position.

GASB 65 also requires that bond issuance costs be expensed when incurred. Previous guidance required these costs to be deferred and amortized in a systematic and rational manner. GASB 65 required retroactive implementation. Consequently, beginning net position has been restated (see Note 10 for additional information).

### NOTE 3. DEPOSITS AND INVESTMENTS

#### Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Authority's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes. Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the Authority of securities eligible under the laws of Texas to secure the funds of the Authority, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At June 30, 2013, none of the Authority's bank balances were exposed to custodial credit risk. The carrying values of the deposits are included in the Governmental Fund Balance Sheet and the Statement of Net Position at June 30, 2013, as listed below:

	<u>Cash</u>
General Fund	\$ 10,290,985
Capital Projects Fund	<u>21,292,581</u>
Total Deposits	<u>\$ 31,583,566</u>

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY

### NOTES TO THE FINANCIAL STATEMENTS

JUNE 30, 2013

#### NOTE 3. DEPOSITS AND INVESTMENTS (Continued)

##### Investments

Under Texas statute, the Authority is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all Authority funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the Authority's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. Authority's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest Authority funds without express written authority from the Board of Directors.

Texas statutes include specifications for and limitations applicable to the Authority and its authority to purchase investments as defined in the Public Funds Investment Act. Authorized investments are summarized as follows: (1) obligations of the United States or its agencies and instrumentalities, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) certain collateralized mortgage obligations, (4) other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, (5) certain A rated or higher obligations of states, agencies, counties, cities, and other political subdivisions of any state, (6) bonds insured, assumed or guaranteed by the State of Israel, (7) insured or collateralized certificates of deposit, (8) certain fully collateralized repurchase agreements secured by delivery, (9) certain bankers' acceptances with limitations, (10) commercial paper rated A-1 or P-1 or higher and a maturity of 270 days or less, (11) no-load money market mutual funds and no-load mutual funds with limitations, (12) certain guaranteed investment contracts (13) certain qualified governmental investment pools and (14) a qualified securities lending program.

The Authority's adopted investment policy allows it to invest in any of the above listed investments, except items 3, 4, 5, 6, 8, 9, 10, 11, 12 and 14.

For fiscal year 2013 the Authority invested in the Texas Local Government Investment Pool ("TexPool"), the Texas Short Term Asset Reserve Program ("TexSTAR") and certificates of deposit.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 3. DEPOSITS AND INVESTMENTS (Continued)

#### Investments (continued)

TexPool has been organized in conformity with the Interlocal Cooperation Act and is overseen by the Comptroller of Public Accounts (the "Comptroller"). The Comptroller is the sole officer, director and shareholder of the Texas Treasury Safekeeping Trust Company (the "Trust Company"), which is authorized to operate TexPool. Pursuant to the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. ("Federated"), under an agreement with the Comptroller, acting on behalf of the Trust Company. The Comptroller maintains oversight of the services provided to TexPool by Federated. State Street Bank serves as custodian to TexPool. The primary objectives of TexPool are preservation and safety of principal, liquidity and yield. TexPool will only invest in investments that authorized under both the Public Funds Investment Act and the TexPool Investment Policy.

TexSTAR has been organized in conformity with the Interlocal Cooperation Act and is administered by J.P. Morgan Investment Management, Inc. ("JPMIM") and First Southwest Asset Management, Inc. ("FSAM"). JPMIM provides investment services, and FSAM provides participant services and marketing. Custodial, transfer agency, fund accounting, and depository services are provided by JPMorgan Chase Bank and/or its subsidiary J.P. Morgan Investor Services Co. The primary objectives of TexSTAR are, in order of priority, preservation and protection of principal, maintenance of sufficient liquidity to meet Participant's needs, diversification to avoid unreasonable or avoidable risks, and yield. TexSTAR will only invest in investments that are authorized under both the Public Funds Investment Act and the current TexSTAR Investment Policy.

As of June 30, 2013, the Authority had the following investments and maturities:

Type	Fair Value	Maturities in Years			
		Less Than 1	1-5	6-10	More Than 10
TexPool	\$ 1,594,464	\$ 1,594,464	\$	\$	\$
TexSTAR	7,626,647	7,626,647			
Certificate of Deposit	245,000	245,000			
Total	<u>\$ 9,466,111</u>	<u>\$ 9,466,111</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 3. DEPOSITS AND INVESTMENTS (Continued)

#### Investments (continued)

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At June 30, 2013, the Authority's investments in both TexPool and TexSTAR were rated 'AAAm' by Standard & Poor's. The 'AAAm' rating indicates an extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. 'AAAm' is the highest principal stability rating assigned by Standard & Poor's.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Authority considers the investments in TexPool and TexSTAR to have maturities of less than one year due to the fact the share position can usually be redeemed each day at the discretion of the Authority, unless there has been a significant change in value.

#### Restrictions

All cash and investments of the Debt Service Fund are restricted for the payment of debt service and the cost of assessing and collecting taxes.

All cash and investments of the Capital Projects Fund are restricted for the purchase of capital assets.

### NOTE 4. TRI-PARTY AGREEMENT

On November 22, 2002, the Authority and on December 11, 2002, the City of Houston, Texas in accordance with Ordinance No. 2002-1145 executed a Tri-Party Agreement between the City of Houston, Texas, Tax Increment Reinvestment Zone No. Seventeen and the Authority. The Tri-Party Agreement states in detail the scope of services to be provided to the Zone by the Authority. The services include management and administrative service for the Zone, as requested by the Zone Board, services with respect to the Project Plan and Reinvestment Zone Financing Plan (the "Plan"), including enlarging the zone and amendments to the project plan and financing plan, and services with respect to the special tax rolls pertaining to the Zone, including analysis and coordination with taxing units. The Authority is also required to assist the Zone Board in establishing a program to increase the level of safety with the Zone, preparing development plans, establishing a marketing and public relations program, planning and design and construction of infrastructure improvements and land acquisition in the Memorial City area.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### **NOTE 4. TRI-PARTY AGREEMENT (Continued)**

The Tri-Party Agreement also provides for the Authority to issue bonds and notes, enter into obligations with developers or builders, and enter into contracts with consultants, to be repaid from Contract Tax Increments. All bonds must be approved by City Council of the City of Houston and the Director of the Finance Department of the City of Houston must approve all development agreements. This Agreement shall end upon termination of the Zone.

Pursuant to the Agreement, the City and the Zone have agreed to pay the Authority not later than the first business day of each July in which a current approved budget is in effect for the Authority, all monies available in the Tax Increment Fund, less (a) certain tax increments constituting educational facilities project costs to be paid to the Spring Branch Independent School District (if any), and (b) a reserve of up to five percent of the monies then available in the Tax Increment Fund for administrative costs of the City. Currently, no monies are owed or are being paid to the Spring Branch Independent School District. Notwithstanding the above, in the event the Authority's budget is not approved by the thirtieth (30<sup>th</sup>) day before the date of a principal and interest payment on the Authority's bonds or notes, the City shall pay from available funds sufficient monies to the Authority to allow for meeting the Authority's debt service obligations.

The Tri-Party Agreement allows the City to recover the costs of municipal services pursuant to the Agreement among the City, the Authority, and the TIRZ. During the current fiscal year, the authority paid \$490,000 pursuant to this Agreement.

### **NOTE 5. TAX INCREMENTS**

The City of Houston, Texas has agreed to deposit their tax increments into the Tax Increment Fund established by the Zone (See Note 6).

The amount of a Participant's tax increment for a year is the amount of property taxes levied and collected by the Participant for that year on the Captured Appraised Value of real property taxable by the Participant and located in the Zone. The Captured Appraised Value of real property taxable by a Participant for a year is the total appraised value of all real property taxable by the Participant and located in the Zone for that year less the Tax Increment Base, which is the total appraised value of all real property taxable by the Participant and located in the Zone on January 1 of the year in which the Zone was designated as such under the Tax Increment Financing Act (the "TIF Act"). In the event property is annexed into the Zone by ordinance of the City, the Tax Increment Base for annexed property is the value of all real property taxable by a Participant and located in the annexed area on January 1 of the year of annexation. No Participant is required to deposit tax increments derived from property annexed into the Zone unless the Participant has agreed to do so.

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### **NOTE 5. TAX INCREMENTS (Continued)**

Each Participant is required to collect taxes on property located within the Zone in the same manner as other taxes are collected. The Participant is required to pay into the tax increment fund the collected tax increments by no later than the 90<sup>th</sup> day after the delinquency date for the Participant's property taxes.

### **NOTE 6. CITY OF HOUSTON TAX INCREMENTS**

Pursuant to City Ordinance No. 1999-759, the City and the Zone have established the Tax Increment Fund, a separate fund in the City Treasury into which tax increments have and will be deposited.

During the current fiscal year tax increments of \$8,024,604 were collected by the trustee from the City of Houston. \$400,775 was withheld by the City of Houston to cover administrative costs.

### **NOTE 7. TRANSFER TO THE CITY OF HOUSTON**

During the current fiscal year, the Authority recorded capital improvements of \$2,922,451 for capital assets transferred to the City. This transfer is related to capital improvements made by the Authority to City facilities. The Authority finances these facilities for the benefit of the City. Any capital assets the Authority purchases related to public improvements and facilities have been conveyed to the City of Houston. Therefore, the Authority has no capital assets as of June 30, 2013. See pages 31 and 32 for information on current year capital improvement expenditures.

### **NOTE 8. ADMINISTRATIVE SERVICES AGREEMENT - HARRIS COUNTY MUNICIPAL MANAGEMENT DISTRICT NO. 1**

On January 3, 2005, and as amended on October 7, 2008, the Authority entered into an agreement with the Harris County Municipal Management District No. 1 (the "District") for administrative services. The services the District may provide includes, among other things, the following: executive director services, general administrative support, project management and development, consultant management, and other services as may be deemed necessary by the Authority Board in the course of its various projects. Pursuant to this agreement, the District will designate a District employee as the "Executive Director" of the Authority. The Authority will pay to the District an Annual Fee, in monthly installments, equal to fifty percent of the annual expense of administrative salaries and benefits and office operating costs of the District. During the current fiscal year, the Authority paid \$42,132 in accordance with this agreement. Costs incurred related to this agreement have been recorded as Contracted Services. The Authority terminated this agreement during the current fiscal year.

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 9. LONG-TERM DEBT

During the year ended June 30, 2013, the following changes occurred in long-term liabilities:

	Balance July 1, 2012	Additions	Reductions	Balance June 30, 2013	Amounts Due Within One Year
<b>Governmental Activities:</b>					
Bonds and notes payable:					
Tax Increment Contract Bonds	\$ 48,920,000	\$	\$ (1,610,000)	\$ 47,310,000	\$ 2,560,000
Bonds payable, end of year	\$ 48,920,000	\$	\$ (1,610,000)	\$ 47,310,000	\$ 2,560,000

The terms of the current debt obligations are as follows:

Series	Original Issue	Matures	Interest Rate (%)	Debt Outstanding
<b>Governmental Activities:</b>				
<b>Tax Increment Contract Bonds</b>				
Tax Increment Contract Bonds, Series 2008	\$ 10,000,000	9/1/27	4.45%	\$ 8,530,000
Refunding Tax Increment Contract Bonds, Series 2011	9,400,000	9/1/26	3.68%	9,280,000
Tax Increment Contract Bonds, Series 2011A	30,600,000	9/1/26	3.85%	29,500,000
<b>Total General Obligation Bonds</b>				<b>\$ 47,310,000</b>

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 9. LONG-TERM DEBT (Continued)

The annual requirements to amortize governmental activity tax increment contract revenue bonds at June 30, 2013 are as follows:

Tax Increment Contract Revenue Bonds			
Governmental Activities			
Fiscal Year	Principal	Interest	Total
2014	\$ 2,560,000	\$ 1,806,771	\$ 4,366,771
2015	2,660,000	1,704,667	4,364,667
2016	2,765,000	1,598,527	4,363,527
2017	2,870,000	1,488,253	4,358,253
2018	2,985,000	1,373,663	4,358,663
2019	3,100,000	1,254,569	4,354,569
2020	3,225,000	1,130,756	4,355,756
2021	3,350,000	1,002,017	4,352,017
2022	3,480,000	868,254	4,348,254
2023	3,615,000	729,290	4,344,290
2024	3,760,000	584,832	4,344,832
2025	3,905,000	434,667	4,339,667
2026	4,060,000	278,595	4,338,595
2027	4,215,000	116,428	4,331,428
2028	760,000	16,910	776,910
	<u>\$ 47,310,000</u>	<u>\$ 14,388,199</u>	<u>\$ 61,698,199</u>

See pages 35-38 for debt service schedules on each bond series outstanding as of June 30, 2013.

### NOTE 10. PRIOR PERIOD ADJUSTMENT

As discussed in Note 2, the District early implemented GASB 65 during the current fiscal year. Under previous guidance, bond issuance costs were deferred and charged to expense over the life of the bonds. Under GASB 65, these costs are to be expensed as incurred. The unamortized balance of bond issuance costs at the beginning of the current fiscal year was . GASB 65 requires that any accounting change from the implementation of this standard be applied retroactively by restating beginning net position on the Statement of Activities. The effect of restatement on beginning net position is as follows.

Beginning net position, as reported	\$ (9,019,948)
Change due to implementation of GASB 65	(856,637)
Beginning net position, restated	<u>\$ (9,876,585)</u>

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## MEMORIAL CITY REDEVELOPMENT AUTHORITY NOTES TO THE FINANCIAL STATEMENTS JUNE 30, 2013

### NOTE 11. INTERFUND TRANSACTIONS

At year end, interfund receivables and payables were as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amounts</u>	<u>Purpose</u>
General Fund	Capital Projects Fund	\$ 983,640	Capital Projects Disbursements paid by the General Fund
Debt Service Fund	General Fund	2,600	Debt Service tax increment revenue owed by General Fund
		<u>\$ 986,240</u>	

For the fiscal year ended June 30, 2013, operating transfers are summarized as follows:

<u>Transfers Out</u>	<u>Transfers In</u>	<u>Amounts</u>	<u>Purpose</u>
General Fund	Debt Service Fund	<u>\$ 4,365,233</u>	Tax increment revenue for debt service

### NOTE 12. COMPENSATED ABSENCES

As of fiscal year end, the Authority's liability for compensated absences is \$1,375. A summary of the change in compensated absences for the current fiscal year is as follows:

Beginning balance	\$ -
Accrual of compensated absences	<u>1,375</u>
Ending balance	<u>\$ 1,375</u>

### NOTE 13. RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Authority participates along with 2,748 other entities in the Texas Municipal League's Intergovernmental Risk Pool. The Pool purchases commercial insurance at group rates for participants in the Pool. The Authority has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past three years.

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## **MEMORIAL CITY REDEVELOPMENT AUTHORITY**

### **REQUIRED SUPPLEMENTARY INFORMATION**

**JUNE 30, 2013**

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – ALL GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2013

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>REVENUES:</b>			
Tax Increment	\$ 7,238,097	\$ 8,024,604	\$ 786,507
Intergovernmental		109,025	109,025
Interest and Other	304,480	84,018	(220,462)
<b>TOTAL REVENUES</b>	<u>\$ 7,542,577</u>	<u>\$ 8,217,647</u>	<u>\$ 675,070</u>
<b>EXPENDITURES/EXPENSES</b>			
Maintenance and Operations	\$ 236,282	\$ 272,428	\$ (36,146)
Capital Outlay	17,202,000	2,922,451	14,279,549
Municipal Services	490,000	490,000	
Administration Fees	361,905	400,775	(38,870)
Debt Service:			
Principal	1,595,000	1,610,000	(15,000)
Interest	1,670,085	1,888,900	(218,815)
<b>TOTAL EXPENDITURES</b>	<u>\$ 21,555,272</u>	<u>\$ 7,584,554</u>	<u>\$ 13,970,718</u>
<b>NET CHANGE IN FUND BALANCE</b>	\$ (14,012,695)	\$ 633,093	\$ 14,645,788
<b>FUND BALANCE - JULY 1, 2012</b>	<u>39,683,735</u>	<u>39,683,735</u>	
<b>FUND BALANCE - JUNE 30, 2013</b>	<u>\$ 25,671,040</u>	<u>\$ 40,316,828</u>	<u>\$ 14,645,788</u>

# Draft Subject to Change

## **MEMORIAL CITY REDEVELOPMENT AUTHORITY**

**SUPPLEMENTARY INFORMATION**

**REQUIRED BY CITY OF HOUSTON**

**JUNE 30, 2013**

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY OPERATING EXPENDITURES FOR THE YEAR ENDED JUNE 30, 2013

<i>Category</i>	<i>Vendor</i>	<i>Budget</i>	<i>Actual Expenditures</i>	<i>Variance Positive (Negative)</i>
<b>ADMINISTRATION AND OVERHEAD</b>				
Administration Salaries and Benefits	Harris County Municipal Management District No. 1 Don Huml, Executive Director	\$ 137,200	\$ 78,135	\$ 59,065
Administrative Operating				
Office Expenses	Various	15,000	7,951	7,049
Property Account Consultant	Equi-tax, Inc.	4,800	4,800	
Accounting/Audit				
Accounting	ETI Bookkeeping Services McGrath & Co. PLLC &	10,500	10,806	(306)
Auditor	McCall Gibson Swedlund Barfoot PLLC	17,000	16,500	500
Insurance	Texas Municipal League	3,000	1,626	1,374
Other	Various	23,782	96,536	(72,754)
<b>Subtotal</b>		<b>\$ 211,282</b>	<b>\$ 216,354</b>	<b>\$ (5,072)</b>
<b>PROGRAM AND PROJECT CONSULTANTS</b>				
Legal-General Counsel	Allen Boone Humphries Robinson LLP	\$ 25,000	\$ 56,074	\$ (31,074)
<b>Subtotal</b>		<b>\$ 25,000</b>	<b>\$ 56,074</b>	<b>\$ (31,074)</b>
<b>TOTAL MANAGEMENT CONSULTING SERVICES</b>		<b>\$ 236,282</b>	<b>\$ 272,428</b>	<b>\$ (36,146)</b>
City Administration Fees	City of Houston	\$ 361,905	\$ 400,775	\$ (38,870)
Municipal Services Fess	City of Houston	\$ 490,000	\$ 490,000	\$ -
<b>DEBT SERVICE</b>				
Principal		\$ 1,595,000	\$ 1,610,000	\$ (15,000)
Interest		1,670,085	1,888,900	(218,815)
Subtotal		\$ 3,265,085	\$ 3,498,900	\$ (233,815)
<b>Total Operating Expenditures</b>		<b>\$ 4,353,272</b>	<b>\$ 4,662,103</b>	<b>\$ (308,831)</b>

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY CAPITAL EXPENDITURES FOR THE YEAR ENDED JUNE 30, 2013

<i>Project</i>	<i>Vendor</i>	<i>Budget</i>	<i>Actual Expenditures</i>	<i>Variance Positive (Negative)</i>
<b>Project T-1709: Improvement to Lumpkin from I-10 to Westview</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	\$ 300,000	\$ 229,967	\$ 70,033
Construction		2,742,000		2,742,000
Other	ABHR		2,137	(2,137)
<b>Projects T-1712: Bunker Hill S. of I-10 Mobility Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman		531	(531)
<b>Project T-1713: Memorial near Beltway 8 Drainage Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman		5,411	(5,411)
<b>Project T-1714: Frostwood Drive and Kingsride Drainage Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	300,000	23,643	276,357
Construction		2,690,000		2,690,000
Other	ABHR		380	(380)
<b>Project T-1715A: Barryknoll East Drainage Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	280,000	496,547	(216,547)
Construction Services	Texas Sterling Construction Co.	4,515,000	1,053,610	3,461,390
Other	ABHR		7,888	(7,888)
<b>Project T-1715B: Barryknoll West Drainage Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	370,000	36,374	333,626
<b>Project T-1717: Town and Country West Drainage and Mobility Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman		4,062	(4,062)
Acquisition		2,000,000		2,000,000
Other	ABHR and Embark		2,173	(2,173)
<b>Project T-1718: Kimberly near Beltway 8 Drainage Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman		6,141	(6,141)
Other	ABHR		3,003	(3,003)
<b>Project T-1722: Town and Country Blvd at Queensbury Signalization</b>				
Engineering/Design Services	Lockwood, Andrews & Newman		4,070	(4,070)
Other	ABHR		410	(410)
<b>Project T-1725: Park and Green Space Improvements</b>				
Other	ABHR		158	(158)
<b>Project T-1731A: Detention Basin &amp; W-140 Bridge Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	40,000	302,934	(262,934)
Construction Services		2,190,000		2,190,000
Acquisition	City of Houston		19,362	(19,362)
Other	ABHR		23,020	(23,020)
<b>Project T-1732A: N. Gessner Drainage and Mobility Improvement - Phase 1</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	470,000	433,954	36,046
Other	ABHR		1,335	(1,335)
<b>Project T-1732B: N. Gessner Drainage and Mobility Improvement - Phase 2</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	455,000	3,450	451,550

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY CAPITAL EXPENDITURES FOR THE YEAR ENDED JUNE 30, 2013

<u>Project</u>	<u>Vendor</u>	<u>Budget</u>	<u>Actual Expenditures</u>	<u>Variance Positive (Negative)</u>
<b>Project T-1733A: N. Witte Drainage and Mobility Improvement - Phase 1</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	75,000	10,812	64,188
Other	ABHR		1,025	(1,025)
<b>Project T-1733B: N. Witter Drainage and Mobility Improvement - Phase 2</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	75,000	4,076	70,924
<b>Project T-1734: W140 Channel Improvements</b>				
Engineering/Design Services	Lockwood, Andrews & Newman	700,000	244,620	455,380
Other	ABHR		1,358	(1,358)
<b>Total Capital Expenditures</b>		<u>\$ 17,202,000</u>	<u>\$ 2,922,451</u>	<u>\$ 14,279,549</u>

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY PROJECT PLAN RECONCILIATION AS OF THE YEAR ENDED JUNE 30, 2013

	<i>Project Plan Estimated Amount</i>	<i>Cumulative Expenditures as of the Fiscal Year Ended 2013</i>	<i>Variance Positive (Negative)</i>
	<u>                    </u>	<u>                    </u>	<u>                    </u>
<b>Capital Projects:</b>			
Roadway and Sidewalk Improvements	\$ 53,429,681	\$ 18,405,085	\$ 35,024,596
Public Utility Improvements	43,194,163	18,288,710	24,905,453
Park and Recreational Facilities	11,889,119	243,632	11,645,487
<b>Total Capital Projects Costs</b>	<u>\$ 108,512,963</u>	<u>\$ 36,937,427</u>	<u>\$ 71,575,536</u>
Financing Costs	25,000,000	10,786,728	14,213,272
Creation and Administration Costs	3,352,851	3,449,440	(96,589)
<b>Total Project Plan</b>	<u>\$ 136,865,814</u>	<u>\$ 51,173,595</u>	<u>\$ 85,692,219</u>

# Draft Subject to Change

## **MEMORIAL CITY REDEVELOPMENT AUTHORITY**

### **OTHER SUPPLEMENTARY INFORMATION**

**JUNE 30, 2013**

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS AS OF THE YEAR ENDED JUNE 30, 2013

### TAX INCREMENT CONTRACT REVENUE BONDS SERIES - 2008

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<b>Due During Fiscal Years Ending June 30</b>	<b>Principal Due September 1</b>	<b>Interest Due September 1/ March 1</b>	<b>Total</b>
2014	\$ 410,000	\$ 370,462	\$ 780,462
2015	430,000	351,773	781,773
2016	450,000	332,193	782,193
2017	470,000	311,722	781,722
2018	490,000	290,362	780,362
2019	510,000	268,113	778,113
2020	535,000	244,861	779,861
2021	560,000	220,498	780,498
2022	585,000	195,021	780,021
2023	610,000	168,432	778,432
2024	635,000	140,731	775,731
2025	665,000	111,806	776,806
2026	695,000	81,546	776,546
2027	725,000	49,951	774,951
2028	760,000	16,910	776,910
<b>TOTAL</b>	<b>\$ 8,530,000</b>	<b>\$ 3,154,381</b>	<b>\$ 11,684,381</b>

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS AS OF THE YEAR ENDED JUNE 30, 2013

### REFUNDING TAX INCREMENT CONTRACT REVENUE BONDS SERIES - 2011

<u>Due During Fiscal Years Ending June 30</u>	<u>Principal Due September 1</u>	<u>Interest Due September 1/ March 1</u>	<u>Total</u>
2014	\$ 520,000	\$ 331,936	\$ 851,936
2015	540,000	312,432	852,432
2016	555,000	292,284	847,284
2017	575,000	271,492	846,492
2018	600,000	249,872	849,872
2019	625,000	227,332	852,332
2020	645,000	203,964	848,964
2021	665,000	179,860	844,860
2022	690,000	154,928	844,928
2023	720,000	128,984	848,984
2024	745,000	102,028	847,028
2025	770,000	74,151	844,151
2026	800,000	45,263	845,263
2027	830,000	15,272	845,272
2028			
TOTAL	<u>\$ 9,280,000</u>	<u>\$ 2,589,798</u>	<u>\$ 11,869,798</u>

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS AS OF THE YEAR ENDED JUNE 30, 2013

### TAX INCREMENT CONTRACT REVENUE BONDS SERIES - 2011A

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<b>Due During Fiscal Years Ending June 30</b>	<b>Principal Due September 1</b>	<b>Interest Due September 1/ March 1</b>	<b>Total</b>
2014	\$ 1,630,000	\$ 1,104,373	\$ 2,734,373
2015	1,690,000	1,040,462	2,730,462
2016	1,760,000	974,050	2,734,050
2017	1,825,000	905,039	2,730,039
2018	1,895,000	833,429	2,728,429
2019	1,965,000	759,124	2,724,124
2020	2,045,000	681,931	2,726,931
2021	2,125,000	601,659	2,726,659
2022	2,205,000	518,305	2,723,305
2023	2,285,000	431,874	2,716,874
2024	2,380,000	342,073	2,722,073
2025	2,470,000	248,710	2,718,710
2026	2,565,000	151,786	2,716,786
2027	2,660,000	51,205	2,711,205
2028			
<b>TOTAL</b>	<b>\$ 29,500,000</b>	<b>\$ 8,644,020</b>	<b>\$ 38,144,020</b>

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY LONG-TERM DEBT SERVICE REQUIREMENTS, BY YEARS AS OF THE YEAR ENDED JUNE 30, 2013

### ANNUAL REQUIRMENTS FOR ALL SERIES

Due During Fiscal Years Ending June 30	Total Principal Due	Total Interest Due	Total Principal and Interest Due
2014	\$ 2,560,000	\$ 1,806,771	\$ 4,366,771
2015	2,660,000	1,704,667	4,364,667
2016	2,765,000	1,598,527	4,363,527
2017	2,870,000	1,488,253	4,358,253
2018	2,985,000	1,373,663	4,358,663
2019	3,100,000	1,254,569	4,354,569
2020	3,225,000	1,130,756	4,355,756
2021	3,350,000	1,002,017	4,352,017
2022	3,480,000	868,254	4,348,254
2023	3,615,000	729,290	4,344,290
2024	3,760,000	584,832	4,344,832
2025	3,905,000	434,667	4,339,667
2026	4,060,000	278,595	4,338,595
2027	4,215,000	116,428	4,331,428
2028	760,000	16,910	776,910
TOTAL	<u>\$ 47,310,000</u>	<u>\$ 14,388,199</u>	<u>\$ 61,698,199</u>

# Draft Subject to Change

## MEMORIAL CITY REDEVELOPMENT AUTHORITY BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS JUNE 30, 2013

Authority Mailing Address - Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Authority Telephone Number - 713-829-5720

<u>Board Members</u>	<u>Position</u>
David A. Hamilton, P.E. - Director	1
John Rickel - Director	2
Bob Tucker – Assistant Secretary	3
Ann T. Givens – Chair	4
Dr. Zachary R. Hodges - Director	5
Brad Freels - Vice Chairperson	6
Glenn E. Airola – Secretary	7

### **Executive Director**

Don Huml

## SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on August 27, 2013 (the "Effective Date"), by and between Memorial City Redevelopment Authority, a body politic and a political subdivision of the State of Texas, (the "Authority"), and SWA Group (the "Contractor").

### RECITALS

WHEREAS, the Authority has determined it is in the Authority's best interest to engage a professional service provider for the services in connection with the formulation of the Authority's public realm, described herein; and

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

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

#### I.

#### SERVICES

Section 1.01. Services. Contractor shall perform certain services (the "Services") as authorized from time to time by written task orders ("Task Orders") issued by Authority and accepted by Contractor, as evidenced by Authority's and Contractor's signatures thereon, which Task Orders are subject to review and approval by the City of Houston. Each Task Order issued by Authority shall clearly state that it is issued pursuant to this Agreement and shall describe the Services to be performed by Contractor, the schedule for performance of the Services, the method of pricing and/or compensation for Services, and such other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order. In no event shall any limitations of liability apply to any Task Order except as specifically agreed to in this Agreement. All work product produced by the Contractor for which it has been paid hereunder shall be and remain the property of the Authority for all purposes.

#### II.

#### COMPENSATION

Section 2.01. Payment for Services. Contractor shall submit a detailed monthly invoice (together with any back-up documentation requested by the Authority)

indicating the Services performed for that month under the terms of this Agreement, and the percentage completion of Services represented by the invoice. Contractor shall submit detailed invoices to the Authority as follows:

Memorial City Redevelopment Authority  
Don Huml, Executive Director  
8955 Katy Freeway, Suite 215  
Houston, TX 77024

Payment shall be made within 45 days of the approval of Contractor's invoice by the Authority. Interest shall not be paid on service invoices.

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

### III.

#### GENERAL CONDITIONS

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

Section 3.02. Relationship of Authority and Contractor. Contractor has been retained by the Authority for the sole purpose and to the extent set forth in this Agreement. It is understood and agreed that all work so done by Contractor shall meet the terms of this Agreement, but that the detailed manner and method of performing the Services shall be under the control of Contractor. Contractor's relationship to the Authority during the term of this Agreement is that of an independent contractor. The relationship between the Authority and Contractor is not exclusive.

Section 3.03. Insurance and Indemnification. Before commencing any work hereunder, Contractor shall furnish certificates of its insurance and copies of any required endorsements to the Authority evidencing the following insurance coverage,

which coverage shall be maintained throughout the term of this Agreement. Certified copies of each policy shall be furnished to the Authority upon the Authority's request. Contractor shall not violate or knowingly permit to be violated any condition of the insurance policies required by this Agreement. Nothing contained in this Section shall limit or waive Contractor's legal or contractual responsibilities to the Authority or others. Cancellation or expiration of any of said insurance policies shall not preclude the Authority from recovery thereunder for any liability arising under this Agreement.

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

- A. Workers' Compensation Insurance covering liability arising out of Contractor's employment of workers and anyone for whom the employer may be liable for workers' compensation claims at limits as imposed by statute. Workers' compensation insurance is required, and no alternative forms of insurance shall be permitted
- B. Employer's Liability Insurance Limitations with limits of not less than \$1,000,000.
- C. Commercial General Liability Insurance with limits not less than:
  - a. Each occurrence - \$1,000,000
  - b. General aggregate - \$2,000,000
- D. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 (combined)
- E. Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate

Contractor's insurance shall include the following endorsements:

- A. The Authority and the Authority's officers, agents and employees shall be added as additional insureds to all coverage required under this Agreement for all liability arising out of Contractor's work under this Agreement, except for workers' compensation insurance and professional liability insurance, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).
- B. All required insurance shall not be canceled or modified in such a fashion that the insurance no longer complies with the requirements of this Agreement without at least seven days prior written notice to the Authority. Renewal certificates shall be provided prior to the termination date of the current certificates of insurance during the term of this Agreement.

- C. Inasmuch as Authority and Contractor intend that all of Contractor's insured loss and liabilities fall upon Contractor's insurers, without recourse against Authority, Contractor agrees to cause all of its policies of insurance maintained in force or procured by Contractor to provide, if necessary by endorsement, that each such insurer fully waives subrogation against the Authority and its agents and employees.
- D. All of the aforesaid policies shall be endorsed to provide that the coverage provided to the Authority as an additional insured will be on a primary basis, and not in excess of other insurance coverage available to the Authority, and that neither Contractor nor its insurer will seek contribution or recovery from the Authority or such other insurance available to the Authority.
- E. Contractor's insurance shall cover the Contractor for its liability for its subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the work hereunder, to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein).

A. CONTRACTOR SHALL INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF CONTRACTOR'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, IN THE PERFORMANCE OF PROFESSIONAL SERVICES.

B. FOR CONTRACTOR'S NON-PROFESSIONAL NEGLIGENCE, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT

NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY CONTRACTOR OR ANY OF CONTRACTOR'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT BASED UPON, OR IN CONNECTION WITH, RESULTING FROM, OR ARISING OUT OF, THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF CONTRACTOR'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES.

Section 3.04. Term and Termination. Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Contractor shall not be entitled to any payment or further payment other than for work performed or material, equipment, or supplies furnished prior to such termination. The Authority does not waive any other remedy allowed under Texas law.

Section 3.05. Ownership of Documents. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the Authority, provided that the Contractor has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The Contractor agrees that it shall not reuse any portion of the Documents that is unique to the Authority's projects or projects for any other client, without the express written consent of the Authority, which consent will not be unreasonably withheld. It is mutually agreed that the Authority will use such Documents solely in connection with the project covered by the Agreement and for no other purposes, except with the express written consent of the Contractor, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Contractor shall be at the Authority's sole risk.

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

Section 3.07. Regulatory Requirements. In performing its services hereunder the Contractor shall use the standard of care set forth in Section 3.01 above to take into appropriate consideration all applicable city, county, state and federal rules, regulations and laws and any codes which may apply to the Services being provided. Contractor will obtain all permits and licenses required to perform the Services and will be responsible for securing inspections and approvals of its work from any authority having jurisdiction over Contractor's Services.

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

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

Section 3.10. Warranty. Contractor shall transfer all manufacturers' warranties (if any) to the Authority.

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

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

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

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

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

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

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

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

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

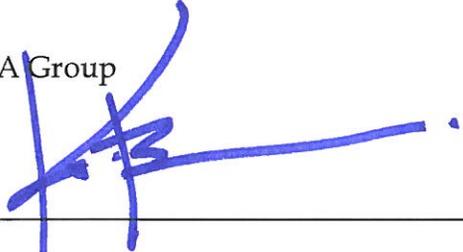
[EXECUTION PAGE FOLLOWS]

Memorial City Redevelopment Authority

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Chair, Board of Directors

SWA Group

By: 

Name: Kinder Baumgardner

Title: Managing Principal

CITY OF HOUSTON, TEXAS

By \_\_\_\_\_

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

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

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



**AMENDED AND RESTATED MASTER AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**THIS MASTER AGREEMENT** (“Agreement”) is made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **LOCKWOOD, ANDREWS & NEWNAM, INC.** (the “Engineer”), and **MEMORIAL CITY REDEVELOPMENT AUTHORITY** (the “Authority”). Pursuant to the terms and conditions set out in this Agreement, the Authority hereby engages Engineer to perform the services described herein (“Services”), and Engineer agrees to perform the Services for the compensation set forth herein.

**ARTICLE 1**

**SERVICES AND AUTHORIZATION**

Engineer will provide the engineering, consulting and other professional services as authorized from time to time by written task orders (“Task Orders”) issued by Authority and accepted by Engineer, as evidenced by Authority’s and Engineer’s signatures thereon, which Task Orders are subject to review and approval by the City of Houston. Each Task Order issued by Authority shall clearly state that it is issued pursuant to this Agreement and shall describe the Services to be performed by Engineer, the schedule for performance of the Services, the method of pricing and/or compensation for Services, and such other matters as may be pertinent to the individual authorization. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order. In no event shall any limitations of liability apply to any Task Order except as specifically agreed to in this Agreement.

**ARTICLE 2**

**COMPENSATION**

Authority shall compensate the Engineer for services performed in accordance with the pricing method identified in each approved Task Order.

**ARTICLE 3**

**PAYMENTS**

Engineer will submit monthly invoices for payment of labor expenditures and reimbursable costs incurred. Payments will be due within forty-five (45) days after receipt of invoices, unless a different time frame is identified in the Task Order or as provided by law. Past due amounts will accrue interest at the rate of one and one-half percent (1.5%) per month until paid, but shall not exceed the maximum rate permitted by the applicable laws of the State where the Services are performed.

**ARTICLE 4**  
**PERIOD OF SERVICE**

Engineer shall complete the Services within the time period set forth in the Task Order.

**ARTICLE 5**  
**CHANGES IN SCOPE OF SERVICES**

Authority may, at any time, make changes in the description of Services to be performed under a Task Order. In the event Authority notifies Engineer of its desire to make a change in the Services that may change the cost of performance, Engineer shall, within ten (10) working days after receiving such notice, give Authority notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from Services changes will be negotiated and upon mutual agreement by Authority and Engineer, the Task Order will be modified by a written instrument, signed by both parties, to reflect the changes in Services, price and schedule.

**ARTICLE 6**  
**STANDARD OF CARE**

All services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related engineering services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession, practicing under similar conditions at the same time and in the same general locality.

**ARTICLE 7**  
**INDEMNIFICATION**

**A. ENGINEER SHALL INDEMNIFY, AND HOLD HARMLESS THE AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ENGINEER OR ANY OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT**

CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE EXTENT CAUSED BY , THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, IN THE PERFORMANCE OF PROFESSIONAL SERVICES.

B. FOR ENGINEER'S NON-PROFESSIONAL NEGLIGENCE, ENGINEER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDENMIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION (AND ALL LOSSES, LIABILITIES, EXPENSES, AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND EXPENSES, COURT COSTS, AND OTHER EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION) OR FROM ANY OTHER LOSS OR CLAIM ARISING FROM THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE BROUGHT BY ENGINEER OR ANY OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES, OR BY ANY THIRD PARTY, BUT ONLY TO THE, CAUSED BY THE NEGLIGENT ACTS, ERRORS OR, OMISSIONS, OR MISCONDUCT OF ENGINEER'S EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, OUTSIDE ADVISORY OR SUPPORT CONSULTANTS, OR REPRESENTATIVES.

C. No provision herein shall be construed to increase the Authority's liability as provided and limited under the Texas Tort Claims Act, nor shall any such provision be construed as a waiver to any extent of any governmental immunity that the Authority may have.

## ARTICLE 8 INSURANCE

A. During the term of this Agreement, Engineer shall, at its sole expense, secure and maintain in force policies of insurance of the following types:

1. Workers' compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
2. Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than

\$2,000,000    general aggregate limit

\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/Advertising Liability
\$25,000	Fire Legal Liability
\$5,000	Premises Medical

3. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
5. Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.

B. The Engineer shall obtain such insurance from such companies having a Bests rating of B+/VII or better and licensed or approved to transact business in the State of Texas. The Engineer, and not the Authority, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Engineer.

C. Engineer shall furnish Authority certificates of insurance evidencing the insurance coverages required in this Article 8. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of the Engineer to notify the Authority immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. The Engineer's failure to provide insurance as required hereunder, or the Engineer's failure to supply the required evidence of insurance, or the failure of the Authority to require evidence of insurance or to notify the Engineer of any breach by the Engineer of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the Authority of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the Engineer's obligations to defend, indemnify, and hold harmless the Authority, as required by Article 7.

D. The Indemnified Parties shall be added as additional insureds to all of the insurance coverages required under this Agreement, except professional liability insurance and worker's compensation. Umbrella or Excess Liability insurance shall be written to cover all insured parties, including additional insured parties, to the same extent as provided in the underlying commercial General Liability insurance policy and

any endorsements thereto. All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Authority and the Authority's agents and employees, with the exception of professional liability insurance. In addition, excepting professional liability, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not excess of any other insurance available to the Authority, and without rights of contribution or recovery against the Authority or from any such other insurance available to the Authority.

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

The Engineer shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent or employee of Authority. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

## **ARTICLE 10**

### **PERSONNEL**

Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of the Services. Authority shall have the right to review the personnel assigned by Engineer, and Engineer shall remove any personnel not acceptable to Authority. Engineer may remove personnel assigned to a Task Order without Authority's prior approval, provided the progress of the Services shall not be unreasonably impaired.

## **ARTICLE 11**

### **OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA**

A. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the "Documents") shall be the property of the Authority, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The Engineer agrees that it shall not reuse any portion of the Documents that is unique to the Authority's project or projects for any other client, without the express written consent to the Authority, which consent will not be unreasonably withheld. The Engineer may retain a set of reproducible record copies of the Documents, in consideration of which it mutually agreed that the Authority will use such Documents solely in connection with the project covered by the Agreement and

for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer shall be at the Authority's sole risk.

B. All materials and information that are the property of Authority and all copies or duplications thereof shall be delivered to Authority by Engineer, if requested by Authority, upon completion of Services. Engineer may retain one complete set of reproducible copies of all of its instruments of service. Notwithstanding anything to the contrary herein, all Intellectual property rights for Engineer's documents shall remain with the Engineer.

## **ARTICLE 12 PERMITS AND LICENSES**

Engineer represents to Authority that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

## **ARTICLE 13 ADHERENCE TO LAWS**

Engineer shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder.

## **ARTICLE 14 CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL ENGINEER**

All specifications, drawings, and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the State of Texas.

## **ARTICLE 15 FORCE MAJEURE**

Any delays in or failure of performance by Engineer or Authority, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Authority or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or

kind as those specifically named above, which are not within the reasonable control of Authority or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its Services under the affected Task Order.

**ARTICLE 16**  
**PROJECT DELAY**

If a Task Order calls for provision of Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Engineer's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Engineer, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

**ARTICLE 17**  
**DESIGN PHASE SERVICES**

If a Task Order includes the furnishing of any Services during design, the following terms will apply:

A. The plans and specifications for the Project shall be subject to the review and approval of the city, county, state and federal agencies having jurisdiction over the Project, including but not limited to the City of Houston, Texas, Harris County Flood Control District, and the Texas Commission on Environmental Quality (the "TCEQ"). The Engineer's work regarding design shall be deemed complete when all approvals are obtained in the form normally supplied by the agency. In the event the drawings and specifications are not approved by an agency because they do not conform to the agency's design criteria in effect at the beginning of the design phase, the Engineer agrees redesign the drawings and specifications to conform to such criteria at no cost to the Authority. If, after construction of the project has begun, an error or omission due to the Engineer's negligence is discovered and the item can still be provided in the sequence of construction without premium to the Authority, the Authority will pay for this item just as if it had been included in the original design documents. If this error or omission is discovered out of sequence with the construction timetable, then the Engineer will pay for the premium to have this item corrected or included, and the Authority will pay for this item as if it had been included in the original documents.

**ARTICLE 18**  
**SERVICES RELATED TO BIDDING**

If a Task Order includes the furnishing of any Services related to advertisement and bidding, the Engineer shall:

(a) assist the Authority with the advertisement of bids for the project, including preparation and distribution of notices, invitations, bid conditions and pre-qualification forms, and attendance at pre-bid conferences;

(b) assist the Authority in the opening and tabulation of bids for construction of the Project, and consult with the Authority as to the proper action to be taken, based on the engineering considerations involved;

(c) consult with and advise the Authority as to the professional responsibility and acceptability of the bidders and of subcontractors or persons proposed by the bidders, if required; and

(d) assist in the preparation and execution of formal construction contract documents using contract documents previously approved by the Authority (the "Contract Documents").

## ARTICLE 19

### CONSTRUCTION PHASE SERVICES

If a Task Order includes the furnishing of any Services during construction, the following terms will apply:

A. If Engineer is called upon to observe the work of Authority's construction contractor(s) for the detection of defects or deficiencies in such work, Engineer will endeavor to protect the Authority against defects and deficiencies in the work and to determine in general if the work is proceeding in accordance with the Contract Documents, but the Engineer cannot guarantee the performance of contractors. Engineer shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.

B. If Engineer is called upon to review submittals from construction contractors, Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and

completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Liability shall remain solely with the Contractor.

C. Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services, except to the extent that Engineer fails to exercise the usual degree of care and judgment of an ordinary, prudent professional engineer in the same or similar circumstances and conditions.

D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Engineer.

**ARTICLE 20  
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**ARTICLE 21  
NOTICES AND/OR COMMUNICATIONS**

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Engineer

Attention: Raphael Ortega, P.E.  
Address: Lockwood, Andrews, & Newnam, Inc.  
2925 Briarpark Drive  
Houston, TX 77042

To Authority

Attention: Don Huml  
Address: 8955 Katy Freeway, Suite 215  
Houston, TX 77024

With a copy to:

Attention: Jessica Holoubek  
Address: c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required) addressed to the party at its address set forth above. The postmark date of notices sent by mail shall be the date of notice.

## **ARTICLE 22**

### **WAIVER**

Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

## **ARTICLE 23**

### **SEVERABILITY**

Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

## **ARTICLE 24**

### **ENTIRETY OF AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof, including specifically the Contract for Engineering and Program Management Services Relating to Memorial City Redevelopment Authority dated October 11, 2005 and the First Amendment thereto, dated February 22, 2011; provided, however, any currently outstanding approved work authorizations shall continue in full force and effect and subject to the terms and conditions of this Agreement.

## **ARTICLE 25**

### **AMENDMENT**

This Agreement may be amended only by a written instrument signed by all parties.

#### **ARTICLE 26**

#### **NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

#### **ARTICLE 27**

#### **TERMINATION**

Either party to this Agreement may terminate this Agreement or any Task Order(s) issued hereunder without cause by giving to the other party thirty (30) days' written notice. Upon delivery of such notice by the Authority to the Engineer, unless the notice states otherwise, the Engineer shall immediately discontinue all services and deliver to the Authority copies of all completed or partially completed designs, drawings, specifications, reports, or any other document prepared by Engineer pursuant to this Agreement within fourteen (14) days of the effective date of termination, at no additional cost to the Authority.

If the Engineer elects to terminate this Agreement or a Task Order(s) issued hereunder, the Authority may, at its election, require the Engineer to complete its services under the outstanding Task Order(s), if Authority is current in paying amounts due and owing to Engineer, or becomes current within the 30 day notice period stated above. Engineer shall not be compelled to enter into additional Task Orders.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**ENGINEER:**

**LOCKWOOD, ANDREWS & NEWNAM,  
INC.**

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

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

**AUTHORITY:**

**MEMORIAL CITY REDEVELOPMENT  
AUTHORITY**

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

Chair, Board of Directors

**CITY OF HOUSTON, TEXAS**

By \_\_\_\_\_

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

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

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



September 19, 2013

Don Huml, Executive Director  
Memorial City Redevelopment Authority/TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Attention: Mr. Don Huml

Reference: **Proposal to Provide Engineering Consulting Services to Memorial City  
Redevelopment Authority/TIRZ 17**

Dear Mr. Huml,

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for engineering consulting services. LAN will provide support services as requested and authorized by the Executive Director. LAN anticipates the scope of services to include various tasks to assist implementing the MCRA's capital improvement program such as planning meetings, public information development, and other miscellaneous tasks.

Time will be billed on an hourly basis, not to exceed \$10,000.00, at the current rates shown on the attached rate sheet. The invoice for this task order will be submitted separately from the CIP task orders.

We are prepared to begin this work immediately and look forward to our continued relationship in assisting the MCRA in implementing their capital program. Please feel free to contact me at (713) 266-6900 if you have any questions or need additional information.

Sincerely,

Rafael Ortega, P.E.  
Vice President

HA PT  
RO:MA:pt:cf

Attachments: Exhibit A – Hourly Rate Schedule

EXHIBIT A



Memorial City Redevelopment Authority  
Approved Engineering Firms  
Standard Rate Sheet Matrix  
9/17/2013

	Classification	Rate
1	Principal	275
2	Sr. Project Manager	225
3	Project Manager	175
4	Construction Manager	170
5	Senior Project Engineer	165
6	Project Engineer	150
7	GIS Specialist	130
8	Graduate Engineer	120
9	Senior Designer	115
10	Inspector	110
11	Project Administrator	110
12	CADD Tech	90
13	Administrative Assistant	85
14	Clerical	65

## **WORK ORDER #1**

19 September 2013

Mr. Don Huml  
Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, TX 77024  
713-829-5720

Subject: Professional Design Services for Lumpkin Road Enhancements  
(SWA Project RHTs301.A)

Dear Mr. Huml:

SWA is pleased to propose our professional services for the preparation of design concepts for Lumpkin Road between Interstate 10 Frontage Road and Westview Drive (the "Project"). This Agreement is between Memorial City Redevelopment Authority (the "Authority") and SWA in support of the referenced project located in Houston, Harris County, Texas.

### **SCOPE OF SERVICES**

SWA will perform the following professional design services for the Project :

1. Conduct site reconnaissance visits to understand the existing conditions of the Project;
2. Review plans prepared by the Civil Engineers for the Project to understand proposed design conditions;
3. Review sources, location and capacities for electrical service and water connections;
4. Prepare preliminary concepts for two (2) levels of Project enhancements:
  - a. Level 1 - High Level of Amenities
    - i. Sidewalks

- ii. Special paving accents
    - iii. Street trees and shrubs
    - iv. Benches
    - v. Street lighting
    - vi. METRO Bus Shelter
    - vii. Other amenities as appropriate
  - b. Level 2 - Medium Level of Amenities
    - i. Sidewalks
    - ii. Special paving accents
    - iii. Limited street trees and shrubs
    - iv. Benches
    - v. METRO Bus Shelter
    - vi. Other amenities as appropriate
- 5. Prepare cost estimate for each concept - Level 1 and Level 2;
- 6. Review preliminary concepts and costs with the Executive Director;
- 7. Make revisions based on review comments;
- 8. Prepare final concepts package;
- 8. Present the concept package to the Board on October 22, 2013; and,
- 9. Following the presentation to the Board and selection of the preferred concept or variations there from, SWA will prepare a scope of work for the preparation of documents for constructing the Project.

SWA will retain the services of two Sub-consultants:

- 1. Electrical engineer for costing the enhanced street lighting.
- 2. Irrigation designer for costing the irrigation.

The fees for these Sub-consultants are included in the fee below.

Attached to this proposal are "example" graphics and cost estimate to illustrate the character and level of detail for the proposed deliverables described above.

## EXCLUSIONS

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

1. Topography and boundary surveys.
2. Legal descriptions of property.
3. Existing site engineering and utility base information.
4. Soils investigations / geotechnical report.
5. Signage design.
6. lighting design.

## FEES AND TERMS

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

Services described shall be provided on a fixed fee as follows:

Level 1 + Level 2 Concept Package	\$6,000.00
Sub-Consultants	<u>\$2,000.00</u>
Total	\$8,000.00

Expenses are included in the fee.

We would be pleased to answer questions you may have or to clarify any points above. If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

James Vick, AIA  
Principal

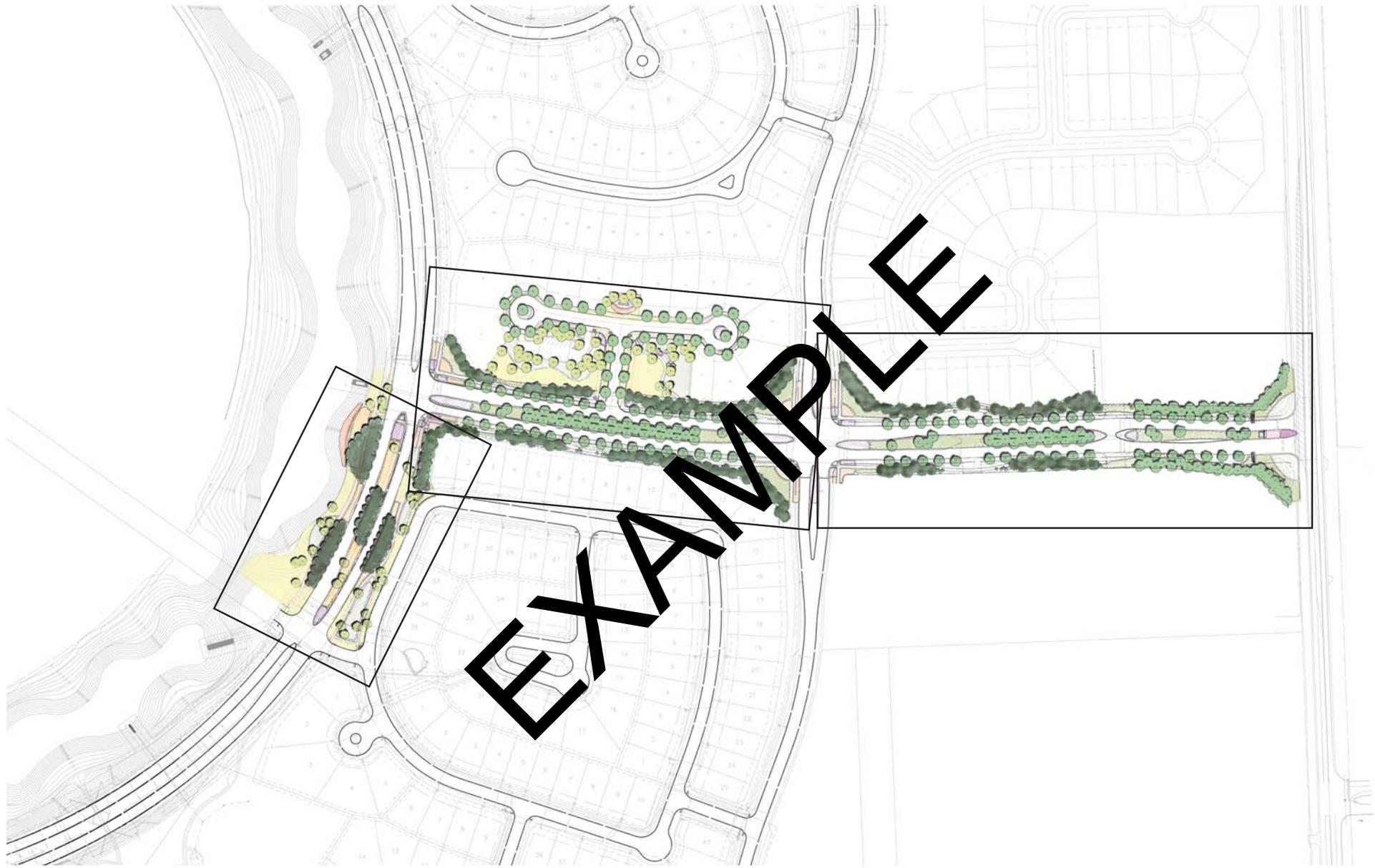
Kinder Baumgardner, CSSLA  
Principal / Contracting Officer  
Landscape Architect, TX License # 2770  
Landscape architects are licensed by the  
State of Texas.

Accepted:                      Memorial City Redevelopment Authority

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

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

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

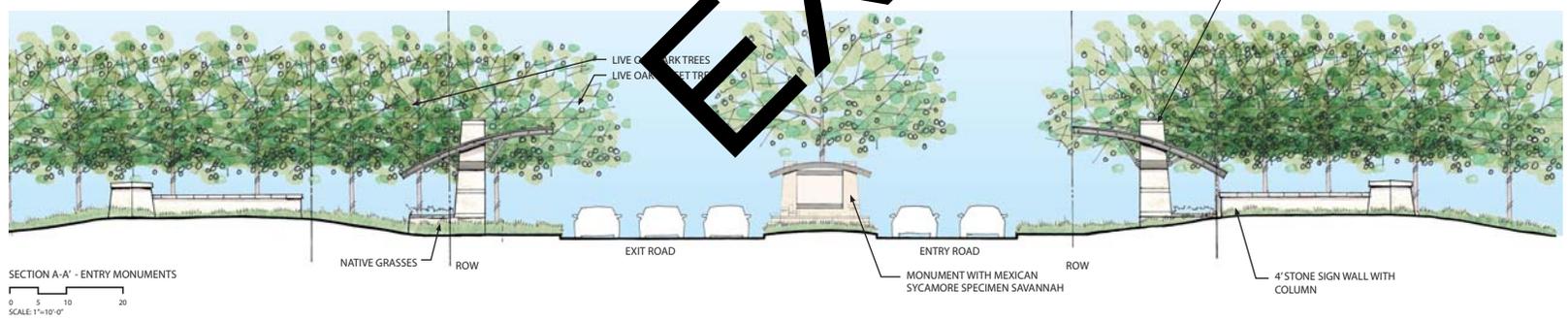


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SCALE: 1" = 100'-0"





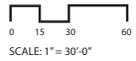
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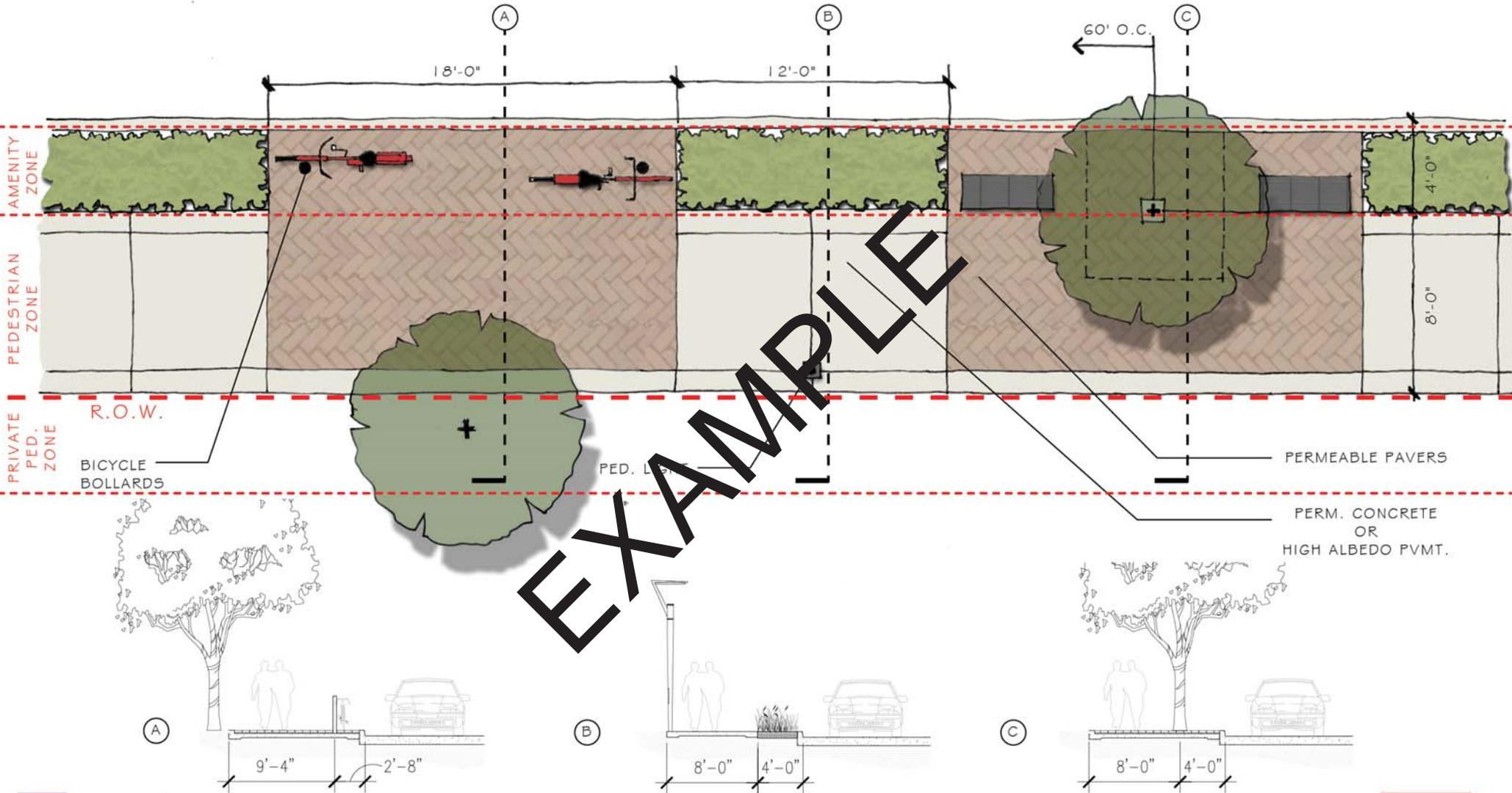
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EXAMPLE





POST OAK BLVD.



EXAMPLE

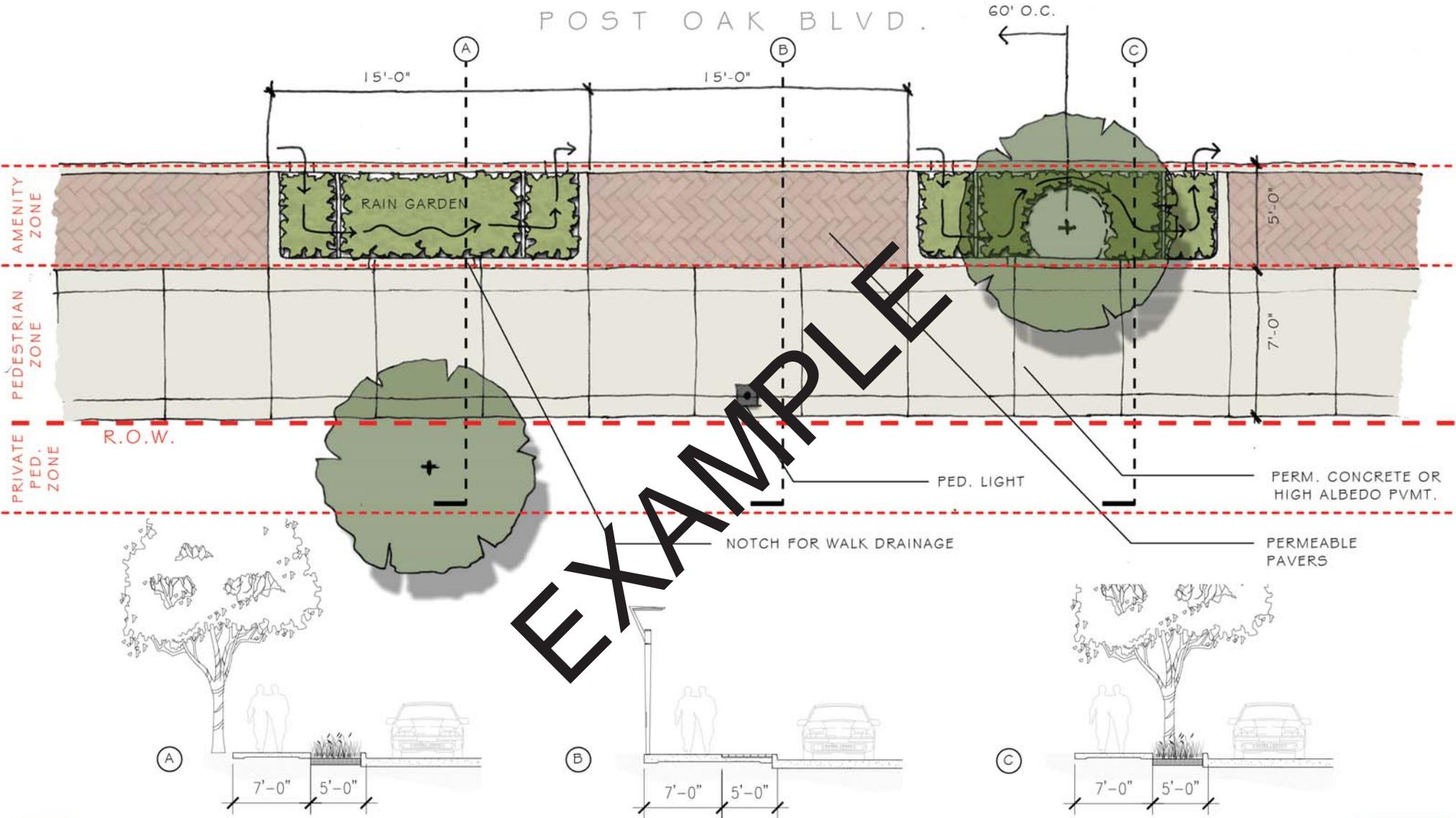


POST OAK BLVD

parkway concepts OPTION A



POST OAK BLVD.



EXAMPLE



POST OAK BLVD

parkway concepts OPTION D



**EXAMPLE**  
**Cost Estimate**  
**EXAMPLE**

Item	Qty.	unit	Unit Cost	Unit Total	Remarks
------	------	------	-----------	------------	---------

**Landscaping AND Trails**

<b>Grading</b>					
Install imported compost	1,151	cy	\$45.00	\$51,795.00	1 1/2" Compost
Imported Fill - Berms	575	cy	\$25.00	\$14,375.00	Berms at FM 1463
Fine grading and soil preparation	248,572	sf	\$0.05	\$12,428.60	Minimal rough grading and fine grading
<i>Grading Sub-total</i>				<b>\$78,598.60</b>	

<b>Hardscape - Trail</b>					
Trail (6' wide concrete)	15,474	sf	\$4.00	\$61,896.00	Broom finish/window pane border
Pavers	328	sf	\$16.00	\$5,248.00	pavers in between curb ramps on concrete sub-slab
Curb ramps	16	ea	\$1,200.00	\$19,200.00	Colored/scored
<i>Trail Subtotal</i>				<b>\$86,344.00</b>	

<b>Irrigation</b>					
Irrigation (sprinkler)	99,826	sf	\$0.65	\$64,886.90	Park irrigation areas - Bermuda, Perennials and Ornamental Planting
Irrigation (reforestation bubblers)	60,556	sf	\$0.40	\$24,222.40	
Irrigation (temporary sprinklers)	88,120	sf	\$0.30	\$26,436.00	Temporary native grass and love grass irrigation
Irrigation (park tree bubblers)	189	ea	\$25.00	\$4,725.00	Park tree irrigation
Irrigation (shrub bubblers)	50	ea	\$25.00	\$1,250.00	Park shrub irrigation
<i>Irrigation Subtotal</i>				<b>\$117,320.30</b>	

<b>Planting</b>					
Reforestation - Typical	60,556	sf	\$2.15	\$130,205.40	Reforestation (350 trees per acre of various sizes with Lovegrass or Native grass understory)
Park trees	189	ea	\$750.00	\$141,750.00	100g Non-reforestation areas
Ornamental Trees	6	ea	\$450.00	\$2,700.00	65g Non-reforestation areas
Shrubs	50	ea	\$125.00	\$6,250.00	15 gal in savannah walk areas
Bermuda grass turf	74,848	sf	\$0.04	\$2,993.92	Bermuda grass hydroseeded and sod strip edges
Lovegrass	6,966	sf	\$0.09	\$626.94	Seeded Lovegrass
Annuals	679	sf	\$6.50	\$4,413.50	Annual flowers at FM 1463 & Model Home Park
Native grass mix	81,154	sf	\$0.09	\$7,303.86	Native grass seeding
Ornamental planting	24,299	sf	\$3.00	\$72,897.00	Perennials, grasses, & neighborhood entries - with annuals
<i>Planting Subtotal</i>				<b>\$369,130.62</b>	

**Subtotal** **\$655,593.52**

**Subtotal** **\$655,593.52**

**Construction Contingency 10%** **\$65,559.35**

**General Conditions, Bonds Etc... 5%** **\$32,779.68**

**Total** **\$753,932.55**



September 19, 2013

Don Huml, Executive Director  
Memorial City Redevelopment Authority/TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Attention: Mr. Don Huml

Reference: Lumpkin Roadway Improvements from IH-10 Frontage Road to Northbrook Drive  
**TIRZ 17 CIP No. T-1709 Proposal – Phase II Detailed Design**

Dear Mr. Huml,

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for engineering services consisting of the preparation of detailed design services for roadway, drainage, pedestrian, public utilities and traffic improvements along Lumpkin Road between IH-10 WB Frontage Road and Northbrook Drive.

The proposed project is identified in the current TIRZ 17 five-year Capital Improvement Plan. Engineering services required to provide the necessary construction documents for the proposed recommended improvements of Lumpkin Road will be based on recommendations in the Preliminary Engineering Report.

Review submittals to the City of Houston will be presented at the 70%, 90%, and final phase of the detailed design work. The submittals will include the construction drawings as well as detailed construction cost estimates.

We propose to perform detail design services for an amount of \$633,470.00. A detailed Scope of Services can be found in Exhibit "A". Exhibit "B" provides a detailed breakdown estimate of the fees for the basic engineering services and additional services respectively.

We are prepared to begin this work immediately and anticipate completing detailed design services in approximately 6 months. A detailed schedule can be found in Exhibit "C".

Please feel free to contact me at (713)266-6900 if you have any questions or need additional information.

Sincerely,



Rafael Ortega, P.E.  
Vice President  
MA PT  
RO:ma:pt:cf

Attachments: Exhibit A – Scope of Services  
Exhibit B – Fee Schedule  
Exhibit C – Schedule  
Exhibit D – C.N. Koehl Urban Forestry, Inc. Tree Protection Proposal  
Exhibit E – AAA Flexible Pipe Cleaning, Inc. TV Inspection Proposal  
Exhibit F – Aviles Engineering Corp. Phase I ESA for extended limits

**Exhibit A**  
**Lumpkin Roadway Reconstruction**  
**Scope of Services**  
**PHASE II – DETAILED DESIGN**

This proposal is for professional engineering services for the roadway, drainage, public utilities, pedestrian and traffic improvements along Lumpkin Road between IH-10 Westbound Frontage Road and Northbrook Drive. The proposed project is identified in the current TIRZ 17 five-year Capital Improvement Plan.

The following scope details the procedures that will be followed to provide civil engineering services to provide bid-ready design plans for Lumpkin Road. The existing roadway will be removed and replaced beginning at the intersection of IH-10 Westbound Frontage Road and will continue north to the intersection of Northbrook Drive. Additionally, the Detention Basin located at the northwest corner of Lumpkin Road and Westview Drive will be modified to increase the basin volume. A stormwater relief pipeline will also be designed to connect to Spillers Lane cul-de-sac. The scope of work for the detailed design includes the preparation of detailed construction documents in accordance with the City of Houston Standards, including the City of Houston *Infrastructure Design Manual* dated July 2012, *Technical Paper 100*, and *Technical Paper 101*.

**I. BASIC ENGINEERING SERVICES**

**A. ROADWAY PLAN PRODUCTION**

**1. General Sheets**

The cover sheet will be prepared in accordance to City of Houston drawing requirements. Cover sheet will include area key map and vicinity map to identify project location.

General construction notes will be prepared for the project including standard City of Houston notes for roadway, traffic, storm sewer, water line and sanitary sewer construction.

**2. Existing and Proposed Typical Sections**

Existing and proposed horizontal dimensions, pavement structure makeup and thickness, typical locations of existing buried utilities, right-of-way and easements, sidewalks, shoulders, and drainage ditches will be shown.

**3. Plan and Profile Sheets**

The plan and profile sheets, which will follow the City of Houston's drawing requirements, will include existing topography and utilities, proposed alignment and proposed pavement footprint for the recommended alternate in plan view. The profile will include natural ground at the limits of the existing right-of-way and at the centerline of the existing roadway. The plan and profile sheets will indicate the approximate location, size per available data, age of service lines, and capacity of all public utilities and will indicate approximate location and size per available data for private utilities.

**4. Standard Details**

City of Houston Design Details will be included where applicable and edited if necessary to suit the intended use for this project. Additional nonstandard details will be prepared for bidding and construction of the project.

**5. Cross Sections**

Cross sections will be produced along the project baseline at 50 foot intervals. Cross sections will include existing ground and proposed pavement, subgrade and sidewalks within the right-of-way limits.

**6. Signing and Pavement Marking Sheets**

Signing and Striping Sheets will be prepared in accordance with City of Houston Design Criteria and the *Manual on Uniform Traffic Control Devices, 2011 Edition*

## **B. WATER LINE & SANITARY SEWER DESIGN**

### **1. Adjustments to Addicks Surface Water Refill Line**

Plan and Profile sheets will be prepared showing the proposed relocation of the Addicks Surface Water Refill line. The adjustment will comply with the City of Houston's large diameter protocol for design, shut down and communication with DWO including SUE activities.

### **2. Plan & Profile Drawings**

The proposed water line and sanitary sewer improvements will be shown on dedicated sheets, and drawn in accordance with City of Houston design standards. The existing 8-inch water line along Lumpkin Road will be replaced between IH-10 Westbound Service Road to Northbrook Drive. Proposed fire hydrant locations and interconnections will be shown. The existing 15-inch sanitary sewer along Lumpkin Road between Westview Drive and Northbrook Drive will be shown to be removed and replaced with an upgraded 18-inch sanitary sewer. Sanitary sewer lines between IH-10 and Westview will require adjustments to the ring grates and covers only.

### **3. Standard Details**

City of Houston Design Details will be included where applicable and edited if necessary to suit the intended use for this project. Additional nonstandard details will be prepared for bidding and construction of the project.

### **4. Water and Sanitary Sewer Crossings**

Cross section details will be provided to show water and sanitary sewer crossing details and clearances from existing and proposed utilities.

## **C. DRAINAGE DESIGN**

### **1. Overall Drainage Area Map**

Existing drainage area boundaries of the project site will be determined based on the best available data and with reference to those determined in the PER. Means for determining drainage area boundaries include but are not limited to as-built information, LiDAR, field visits, City GIMS data, and the City's Comprehensive Drainage Plan. An Overall Drainage Area Map at a 1 inch equals 200 feet scale from the project outfall at Rummel Creek (W156-00-00) north to the upstream project limits in the Spring Lea Subdivision will be developed.

### **2. Existing Conditions Drainage Area Map**

An existing conditions drainage area map for the project limits at a scale of 1 inch equals 40 feet will be developed. The drainage areas prepared for the PER will be updated to a CAD format and reflect any comments from the PER. The project limits are approximately 3,600 feet from the IH-10 Westbound Frontage Road to Northbrook Drive. Inlet level drainage areas will be developed for storm sewer systems within the project limits. Trunkline analysis point drainage areas will be delineated for areas outside the project limits. Outfall level drainage areas will be developed for existing roadside ditch drainage areas.

### **3. Proposed Conditions Drainage Area Map**

A proposed conditions drainage area map for the project limits at a scale of 1 inch equals 40 feet will be developed. The drainage areas prepared for the PER will be updated to a CAD format and reflect any comments on the PER. The project limits are approximately 3,600 feet from the IH-10 Westbound Frontage Road to Northbrook Drive.

### **4. Existing Condition 2-Year Storm Sewer Analysis (System Outfall)**

The existing storm sewer trunkline Infoworks ICM model from the outfall to the upstream project limits for the 2-year storm event will be updated to reflect any comments from the PER and to incorporate drainage area changes. Hydraulic data summary sheets, based on standard HouStorm output, will be developed for key locations in the project area for the 2-year event. A HouStorm analysis will not be provided.

**5. Existing Condition 100-Year Extreme Event Analysis**

The existing storm sewer trunkline Infoworks ICM model from the outfall to the upstream project limits for the 100-year storm event will be updated to reflect any comments from the PER and to incorporate drainage area changes. Hydraulic data summary sheets, based on standard HouStorm output, will be developed for key locations in the project area for the 100-year event. A HouStorm analysis will not be provided.

**6. Proposed Storm Sewer 2-Year Design**

The initial PER trunkline design will be revised by the Consultant to incorporate any necessary changes. Hydraulic data summary sheets, based on standard HouStorm output, will be developed for key locations in the project area for the 100-year event. Necessary sizing, location, elevation, and cover requirements of trunkline will be determined. A HouStorm analysis will be provided for Inlet Analysis only.

**7. Proposed Storm Sewer 100-Year Analysis**

The proposed trunkline design will be analyzed by the Consultant for compliance with the City's Extreme Event 100-year criteria. Hydraulic data summary sheets, based on standard HouStorm output, will be developed for key locations in the project area for the 100-year event. A HouStorm analysis will be provided for Inlet Analysis only.

**8. Mitigation Design – Detention Basin modifications**

The proposed mitigation components identified in the PER will be finalized and relevant construction documents prepared. The mitigation analysis and design will include inline detention in the form of an oversized storm sewer, which will be shown within the roadway plan and profile, and the modification of the existing Westview detention basin. Work under this item includes the detention basin layout updates, cross-sections, retaining wall layouts/details, inlet and outlet structures/details, and hydraulic data sheet.

**9. Update Plan and Profile Sheets**

Plan and Profile sheets will primarily be developed under the Roadway Design scope of services. Drainage design components, such as the proposed storm sewers, and hydraulic data, such as hydraulic grade lines, will be added to the plan and profile sheets, approximately 3 additional sheets are expected due to the extension of the project to Northbrook, and also the addition of a lateral sheet to Spillers Lane.

**10. Storm Sewer Lateral Sheets**

Storm sewer lateral sheets will be prepared for the purpose of illustrating the profile view of storm sewer components that cannot easily be displayed on the roadway plan and profile sheets. This will include the design of a 54" relief storm sewer from Spillers Lane to the Lumpkin Road trunkline.

**11. Storm Sewer Custom Details**

The consultant will develop non-standard or custom details including custom junction boxes to accommodate oversized and large storm sewer trunklines. Additional custom details will include but are not limited to:

- equalizing structures for parallel storm sewer trunklines
- Lumpkin Road restrictors at IH-10 and Home Depot

**12. TxDOT Hydraulic Impact Analysis Report**

TxDOT will require a submittal demonstrating no impact to their drainage infrastructure due to the proposed project. The consultant will prepare a Hydraulic Impact Analysis Report for use in obtaining the necessary approvals from TxDOT.

**13. Tunneling Under IH-10 Frontage Road to Connect to TxDOT**

Special details will be provided for tunneling under IH-10 Frontage Road and connecting to TxDOT Drainage system.

**D. PROJECT MANAGEMENT, COORDINATION & DELIVERABLES**

## **1. Project Management / Project Controls**

Project management activities are ongoing through the period of the contract and will include items such as participation in the crafting of the Project Management Plan, preparing contract correspondence, transmitting deliverables (70%, 90% & Final signed & sealed plans), preparing invoices, documenting the quality control process, and other project oversight activities. The final activity of this task is the overall project closeout, which includes a meeting with the TIRZ.

## **2. Agency Coordination, Approvals & Signatures**

- a. Throughout the project, coordination meetings will be organized as necessary with Harris County Tollroad Authority, TxDOT, and the City of Houston. Additionally, updates will be given at the monthly board meetings as necessary.
- b. It is anticipated that several meetings will be required with representatives from the City of Houston. The product of this effort will be recommendations for roadway and drainage improvements. Meetings with the City's maintenance division will also be necessary.
- c. All required signatures will be obtained from governmental agencies and public utilities, which may influence the project design. Governmental agencies to be contacted include Harris County Flood Control District, City of Houston, and TxDOT.
- d. TxDOT has jurisdiction over construction on the IH-10 corridor; therefore, the necessary approvals (permits, license agreements, etc.) will be obtained from TxDOT prior to bidding. Additionally, TxDOT requires approval of the drainage design as the IH-10 corridor storm sewer serves the project limits.

## **3. Private Utility Coordination**

- a. Utility signatures will be obtained from AT&T, Centerpoint Energy Gas and Electric, and potentially other companies such as Comcast.
- b. Utility Conflict Resolution
  1. Utility companies will be notified of all potential conflicts with proposed work. Meetings will be arranged with utility companies and the City of Houston in effort to resolve conflicts and move private utilities in a timely manner.
  2. City of Houston Preliminary and Final Utility Conflict Notification Letters will be prepared and forwarded to the City of Houston Utility Coordinator for distribution.

## **4. Specifications**

- a. Specifications will be prepared in accordance with the Construction Specification Institute (CSI) standard format adopted by the City of Houston and will use the City of Houston Standard Specifications Table of Contents for Construction Documents as a guide for the organization of the Contract Documents. Each Standard Specification will be reviewed and supplemented as necessary to suit Project-specific requirements and to meet the design intent of the Project and will prepare additional nonstandard specifications necessary for bidding and construction of the project.
- b. Front-end documents for the project specifications will be prepared.

## **5. Estimate of Construction Cost**

Construction cost estimates will be prepared for each review submittal of the Detailed Design.

## **6. Coordination with Stakeholders**

Meetings will be held with Stakeholders including Houston Community College and Town and Country Square LTD to coordinate new driveway locations, widths, modifications to offsite parking & circulation, and loading dock operations currently encroaching on City Right-of-Way.

## E. PROJECT QUALITY CONTROL

### 1. Quality Assurance / Quality Control

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences. The LAN QA/QC Plan mandates an extensive review process that will occur at multiple design milestones throughout the duration of the project, and includes the specific procedures to be followed by third-party technical reviewers, itemized review checklists, and guidelines for incorporating reviewer comments. The multi-staged review process will result in the early identification of design concerns and allow the designer ample opportunity to seek resolution and/or clarification from the client.

## F. BID PHASE SERVICES

### 1. Project Advertisement

LAN will prepare the legal notice advertising the project bidding and have an advertisement placed in the Houston Business Journal. LAN will also provide project bid documents to local plan rooms.

### 2. Conduct Pre-Bid Conference Meeting

LAN will schedule and conduct a pre-bid conference meeting to provide bidders with project overview and answer questions regarding the project.

### 3. Prepare Necessary Addenda

LAN will prepare any necessary addenda to the bidding documents to address issues or make clarifications.

### 4. Conduct Bid Opening

LAN will conduct the bid opening at LAN's office and prepare bid tabulation sheets comparing all bids received.

### 5. Evaluate Bid Proposals

LAN will evaluate the bids received for accuracy and any bid irregularities. An award recommendation will be made to MCRA based on the evaluation of bids.

### 6. Contract Preparation Assistance

LAN will assist the MCRA in final contract preparation including obtaining necessary forms and signatures from the successful low bidder and MCRA's attorney, printing and compiling the final contract documents, and delivery of signed contracts to MCRA and the contractor. LAN will also prepare a Notice to Proceed for the contractor to begin the Construction Phase of the project.

## II. ADDITIONAL ENGINEERING SERVICES

The Additional Services fees are summarized below. The tasks are designated Not to Exceed (NTE), as outlined below.

### A. SPECIAL DESIGN SERVICES

The following sections present our proposed scope and fee to provide civil engineering services including traffic control plans, preparation of Storm Water Pollution Prevention Plans, and modifying the existing traffic signal at the intersection of Lumpkin Road and Westview Drive in Houston, Texas, LAN will modify the signal so as to accommodate the intersection and signal improvements as recommended in the Preliminary Engineering Report for Lumpkin Road.

#### 1. Traffic Control Plans

Traffic Control Plans will be prepared in accordance with the *Texas Manual on Uniform Traffic Control Devices, 2011 Edition*.

**2. Storm Water Pollution Prevention Plan**

SWPPP drawings and specifications will be prepared in compliance with the Environmental Protection Agency (EPA) as part of the construction documents.

**3. Traffic Signal Modification Final Design**

LAN will prepare traffic signal design plans corresponding to the Lumpkin Road improvements at the intersection Westview Drive consistent with notes, details, and standards provided to non-site specific contractor. Plans shall include the following sheets:

- a. Completed Estimate and Quantities Sheet
- b. Existing Conditions
- c. Proposed Traffic Signal Layout Sheet
- d. Proposed Traffic Signal Configuration
- e. Proposed Wiring/Phasing Diagram Sheet (may include signing and special details)
- f. Proposed Traffic Signal Intersection Approach Elevation Sheet (if necessary)
- g. Temporary Traffic Signal Plan (if necessary)
- h. Applicable City of Houston Standards

**4. Traffic Signal Communications**

LAN will prepare traffic signal communication plans corresponding to the Lumpkin Road improvements at the intersection Westview Drive consistent with notes, details, and standards provided to non-site specific contractor. Plans shall include the following sheets:

- a. Completed Estimate and Quantities Sheet
- b. Interconnect Layout
- c. Proposed Conduit Layout
- d. Interconnect Cabling Schematic
- e. Applicable City of Houston Standards

**5. Detention Basin Perimeter Fence Design**

Perimeter fencing standard details will be provided for the detention basin property.

**6. Fault Crossing Design**

Special Details and cross sections for Pavement, Utilities, and Storm Drain at Long Point Fault Crossings will be provided.

**III. SUBCONTRACTED SERVICES**

The Subcontracted Services fees are summarized below. The maximum compensation paid for these services shall be \$23,128.20. The tasks are designated lump sum (LS), as noted below.

**A. URBAN FORESTRY SERVICES**

The proposed tree protection plan required for the design effort will be provided by C.N. Koehl Urban Forestry, Inc. This work is estimated to be for the lump sum amount of \$4,450.00 plus an eight percent mark-up. A detailed proposal for this work is included as Exhibit C.

**B. Storm Sewer TV Inspection Services**

A storm sewer inspection will be performed by AAA Flexible Pipe Cleaning Co., Inc. on the existing storm sewer that may remain in place (approximately 2,230 LF). The City of Houston will be contacted to coordinate efforts for this work. This work is estimated to be for the lump sum amount of \$13,380.00 plus an eight percent mark-up. A detailed proposal for this work is included as Exhibit D.

**C. Phase I ESA Amendment**

An amendment to the original Phase I ESA will be performed by Aviles Engineering, Inc. to incorporate the new project limits (expanded from Westview Drive northerly to Northbrook Drive). This work is estimated to be for the lump sum amount of \$3,585.00 plus an eight percent mark-up. A detailed proposal for this work is included as Exhibit E.

**IV. SERVICES NOT INCLUDED IN SCOPE OF WORK**

The following services shall be considered outside of the Basic Scope of Services and if necessary would be provided under a separate or amended authorization.

**1. Landscape Architectural Services**

The landscape plans required for the design effort will be provided by SWA and no budget is included in this proposal for Landscape Architectural services other than coordination efforts.

**2. Subsurface Utility Excavation**

If subsurface utility excavation is necessary, a separate proposal for this effort will be provided under a separate authorization.

**3. Construction Phase Services**

The review of submittals, requests for information, or attending meetings during construction would require a separate work authorization.

**4. Construction Management Services**

Inspections during construction, processing contractor's pay estimates or attending meetings during construction would require a separate work authorization.

**Exhibit B**  
**Lumpkin Road (IH-10 to Northbrook Drive)**  
**LEVEL OF EFFORT**

**PHASE II - DETAILED DESIGN**

**I. BASIC ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
<b>A. Roadway Design Tasks</b>								
1 General Sheets	0	7	19	24	88	0	138	\$ 14,875.00
2 Existing and Proposed Typical Sections	0	8	16	32	54	0	110	\$ 12,500.00
3 Plan and Profile Sheets	0	18	52	88	156	0	314	\$ 35,550.00
4 Standard Details	0	7	30	38	88	0	163	\$ 18,205.00
5 Cross Sections	0	8	24	30	60	0	122	\$ 14,000.00
6 Signing and Pavement Marking Sheets	0	0	16	40	4	0	60	\$ 7,560.00
<b>Total</b>	<b>0</b>	<b>48</b>	<b>157</b>	<b>252</b>	<b>450</b>	<b>0</b>	<b>907</b>	<b>\$ 102,690.00</b>
<b>B. Water &amp; Sanitary Sewer Design Tasks</b>								
1 Adjustments of Addicks Surface Water Refill Line	2	8	24	40	0	0	74	\$ 10,250.00
2 General Notes	0	0	8	12	0	0	20	\$ 2,640.00
3 Plan and Profile Sheets (11 sheets)	0	36	92	174	0	0	302	\$ 40,980.00
4 Standard Details	0	4	8	16	0	0	28	\$ 3,820.00
5 Water & Sanitary Sewer Crossings	0	4	16	80	0	0	100	\$ 12,700.00
<b>Total</b>	<b>2</b>	<b>52</b>	<b>148</b>	<b>322</b>	<b>0</b>	<b>0</b>	<b>524</b>	<b>\$ 70,390.00</b>
<b>C. Drainage Design Tasks</b>								
1 Overall Drainage Area Map	0	2	4	8	16	0	30	\$ 3,350.00
2 Existing Conditions Drainage Area Map	0	2	4	12	24	0	42	\$ 4,550.00
3 Proposed Conditions Drainage Area Map	0	2	6	12	24	0	44	\$ 4,850.00
4 Existing Conditions 2-Year Storm Sewer Analysis	0	4	6	12	12	0	34	\$ 4,120.00
5 Existing Conditions 100-Year Extreme Event Analysis	0	4	6	12	12	0	34	\$ 4,120.00
6 Proposed Storm Sewer 2-Year Design	0	6	6	12	12	0	36	\$ 4,470.00
7 Proposed Storm Sewer 100-Year Analysis	0	6	6	12	12	0	36	\$ 4,470.00
8 Mitigation Design - Detention Basin Modifications								
9 Detention Basin Drainage Area and Hydraulic Data Sheet	0	4	8	16	24	0	52	\$ 5,980.00
10 Detention Basin Layout	0	4	8	24	24	0	60	\$ 6,940.00
11 Detention Basin Cross Sections	0	4	8	12	16	0	40	\$ 4,780.00
12 Retaining Wall Layouts	0	4	8	12	16	0	40	\$ 4,780.00
13 Inlet/Outlet Plan and Profile	0	4	12	15	20	0	51	\$ 6,100.00
14 Retaining Wall Details	0	4	16	20	30	0	70	\$ 8,200.00
15 Inlet/Outlet Details	0	4	16	16	20	0	56	\$ 6,820.00
16 Miscellaneous Details	0	4	6	12	16	0	38	\$ 4,480.00
17 Update Plan and Profile Sheets (11 Sheets)	0	28	48	88	120	0	284	\$ 33,460.00
18 Storm Sewer Lateral Sheets	0	6	16	30	66	0	118	\$ 12,990.00
19 Storm Sewer Custom Details	0	6	18	24	36	0	84	\$ 9,870.00
20 TxDOT Hydraulic Impact Analysis Report	0	10	16	36	24	12	98	\$ 11,650.00
21 Tunneling under IH-10 Frontage Road to connect to TxDOT	2	8	16	24	40	0	90	\$ 10,730.00
<b>Total</b>	<b>2</b>	<b>116</b>	<b>234</b>	<b>409</b>	<b>564</b>	<b>12</b>	<b>1337</b>	<b>\$ 156,710.00</b>
<b>D. Project Management, Coordination and Deliverables</b>								
1 Project Management / Project Controls	2	44	54	28	0	42	170	\$ 23,180.00
2 Agencies/Subs Coordination, Approvals & Signatures	12	32	60	48	0	9	161	\$ 23,825.00
3 Private Utility Relocation Coordination	2	16	24	30	0	1	73	\$ 10,535.00
4 Specifications	0	16	44	64	0	6	130	\$ 17,590.00
5 Estimate of Construction Cost	0	14	36	60	0	4	114	\$ 15,390.00
6 Coordination with Stakeholders/Right-of-way Acquisition	2	22	30	40	0	4	98	\$ 13,940.00
<b>Total</b>	<b>18</b>	<b>144</b>	<b>248</b>	<b>270</b>	<b>0</b>	<b>66</b>	<b>746</b>	<b>\$ 104,460.00</b>
<b>E. Project Quality Control</b>								
1 Quality Assurance / Quality Control	15	68	66	0	0	0	149	\$ 25,175.00
<b>Total</b>	<b>15</b>	<b>68</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>149</b>	<b>\$ 25,175.00</b>
<b>F. Bid Phase</b>								
1 Prepare Advertisement For Bid Document	0	1	2	2	0	0	5	\$ 715.00
2 Conduct Pre-bid Conference Meeting	0	1	2	2	2	0	7	\$ 895.00
3 Prepare Necessary Addenda To Address Issues or Clarifications	0	1	12	16	4	0	33	\$ 4,255.00
4 Conduct Bid Opening Meeting & Tabulation of Bids	0	2	6	8	0	0	16	\$ 2,210.00
5 Evaluate the Bid Proposals & Make Award Recommendation	1	2	4	2	0	0	9	\$ 1,415.00
6 Assist in the preparation of the Contract between TIRZ 17 & the Successful Bidder	0	2	4	0	0	0	6	\$ 950.00
<b>Total</b>	<b>1</b>	<b>9</b>	<b>30</b>	<b>30</b>	<b>6</b>	<b>0</b>	<b>76</b>	<b>\$ 10,440.00</b>
<b>TOTAL HOURS</b>	<b>38</b>	<b>437</b>	<b>883</b>	<b>1283</b>	<b>1020</b>	<b>78</b>	<b>3739</b>	
Contract Labor Rate	\$225.00	\$175.00	\$150.00	\$120.00	\$90.00	\$85.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$8,550.00</b>	<b>\$76,475.00</b>	<b>\$132,450.00</b>	<b>\$153,960.00</b>	<b>\$91,800.00</b>	<b>\$6,630.00</b>		<b>\$ 469,865.00</b>

**II. ADDITIONAL ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
<b>A. Special Designs</b>								
1 Traffic Control Plans	0	20	64	100	244	0	428	\$ 47,060.00
2 Storm Water Pollution Prevention Plan	0	5	20	40	80	0	145	\$ 15,875.00
3 Traffic Signal Modification Final Design	0	2	24	80	4	4	114	\$ 14,250.00
4 Temporary Signal at one location	0	0	8	16	36	0	60	\$ 6,360.00
5 Traffic Signal Communications	0	2	16	8	24	0	50	\$ 5,870.00
6 Traffic: Proj Mang/Agency Coordination/Specs/Coordination	0	4	24	8	0	0	36	\$ 5,260.00
7 Traffic: Quality Assurance / Quality Control	0	2	16	8	0	0	18	\$ 2,750.00
8 Detention Basin Perimeter Fence Design	0	2	8	16	40	0	66	\$ 7,070.00
9 Fault Crossing Design	1	6	16	24	40	0	87	\$ 10,155.00
<b>Total</b>	<b>1</b>	<b>43</b>	<b>196</b>	<b>292</b>	<b>468</b>	<b>4</b>	<b>1004</b>	<b>\$ 114,650.00</b>

**III. SUBCONTRACTED SERVICES AND REIMBURSABLES**

SUBCONTRACTED ENGINEERING SERVICES	COST	MARK-UP	TOTAL
1 Tree Protection Plan (CN Koehl)	\$ 4,450.00	8%	\$ 4,806.00
2 Storm Sewer TV Inspection (AAA)	\$ 13,380.00	8%	\$ 14,450.40
3 Phase I ESA for extended project limits (Aviles)	\$ 3,585.00	8%	\$ 3,871.80
<b>TOTAL OTHER ENGINEERING SERVICES</b>			<b>\$ 23,128.20</b>

REIMBURSABLE EXPENSES	QUANTITY	UNIT	COST	TOTAL
1 Printing and Reproduction	1	LS	\$ 7,500.00	\$ 7,500.00
2 City of Houston Review Fee (\$106 Adm Fee Plus 200 sheets @ \$76)	1	LS	\$ 15,330.00	\$ 15,330.00
3 Houston Business Journal Advertisement (2 weeks)	1	LS	\$ 2,000.00	\$ 2,000.00
4 Deliveries	15	LS	\$ 30.00	\$ 450.00
5 Mileage	1,000	MILE	\$ 0.55	\$ 550.00
<b>TOTAL REIMBURSABLE EXPENSES</b>				<b>\$ 25,830.00</b>

PHASE II Detailed Design	
Basic Engineering Services	\$ 469,865.00
Add. Eng. Services/Subs/Expenses	\$ 163,608.20
<b>GRAND TOTAL</b>	<b>\$ 633,473.20</b>

Activity Name	Start Date	Finish Date	Duration	FY 2013												FY 2014												FY 2015											
				Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			
<b>1 PER</b>	<b>10/23/12</b>	<b>9/13/13</b>	<b>326</b>	[Gantt bar from Oct 2012 to Sep 2013]																																			
2 Project Re-Startup	10/23/12	10/23/12	0	[Milestone diamond at Oct 2012]																																			
3 Produce PER 30% Design	10/23/12	9/2/13	315	[Gantt bar from Oct 2012 to Sep 2013]																																			
4 Present PER to Board	7/30/13	7/30/13	0	[Milestone diamond at Jul 2013]																																			
5 Present PER to TRC	8/20/13	8/20/13	0	[Milestone diamond at Aug 2013]																																			
6 LAN Generates RDAI from TRC comments	8/20/13	9/4/13	16	[Gantt bar from Aug 2013 to Sep 2013]																																			
7 Finalize PER and submit to city	8/27/13	9/13/13	18	[Gantt bar from Aug 2013 to Sep 2013]																																			
<b>8 DESIGN</b>	<b>9/24/13</b>	<b>4/4/14</b>	<b>193</b>	[Gantt bar from Sep 2013 to Apr 2014]																																			
9 Final Design NTP (Revised Proposal)	9/24/13	9/24/13	1	[Milestone diamond at Sep 2013]																																			
<b>10 70% Submittal Phase</b>	<b>9/25/13</b>	<b>1/3/14</b>	<b>101</b>	[Gantt bar from Sep 2013 to Jan 2014]																																			
11 70% Design	9/25/13	11/20/13	57	[Gantt bar from Sep 2013 to Nov 2013]																																			
12 70% Review (LAN)	11/20/13	11/22/13	3	[Gantt bar from Nov 2013 to Nov 2013]																																			
13 Address LAN comments	11/25/13	11/26/13	2	[Gantt bar from Nov 2013 to Nov 2013]																																			
14 70% Submittal (City)	11/27/13	11/27/13	0	[Milestone diamond at Nov 2013]																																			
15 70% Review (City)	11/27/13	12/30/13	34	[Gantt bar from Nov 2013 to Dec 2013]																																			
16 Address COH comments	12/30/13	1/3/14	5	[Gantt bar from Dec 2013 to Jan 2014]																																			
<b>17 90% Submittal Phase</b>	<b>12/2/13</b>	<b>3/14/14</b>	<b>103</b>	[Gantt bar from Dec 2013 to Mar 2014]																																			
18 90% Design	12/2/13	1/17/14	47	[Gantt bar from Dec 2013 to Jan 2014]																																			
19 90% Review LAN	1/20/14	1/24/14	5	[Gantt bar from Jan 2014 to Jan 2014]																																			
20 Address LAN comments	1/27/14	1/31/14	5	[Gantt bar from Jan 2014 to Jan 2014]																																			
21 90% Submittal (City)	2/3/14	2/3/14	0	[Milestone diamond at Feb 2014]																																			
22 90% Review (City)	2/3/14	2/28/14	26	[Gantt bar from Feb 2014 to Feb 2014]																																			
23 Address City comments	3/3/14	3/14/14	12	[Gantt bar from Feb 2014 to Mar 2014]																																			
<b>24 100% Submittal Phase</b>	<b>3/14/14</b>	<b>4/4/14</b>	<b>22</b>	[Gantt bar from Mar 2014 to Mar 2014]																																			
25 Utility Signatures of Mylars	3/14/14	3/21/14	8	[Gantt bar from Mar 2014 to Mar 2014]																																			
26 City Signatures /Scanning of Mylars	3/21/14	4/4/14	15	[Gantt bar from Mar 2014 to Apr 2014]																																			
<b>27 BID PHASE</b>	<b>3/25/14</b>	<b>4/25/14</b>	<b>32</b>	[Gantt bar from Mar 2014 to Apr 2014]																																			
28 Request Board permission to advertise	3/25/14	3/25/14	1	[Milestone diamond at Mar 2014]																																			
29 Advertise	4/4/14	4/11/14	8	[Gantt bar from Apr 2014 to Apr 2014]																																			
30 Pre-Bid Conference	4/16/14	4/16/14	0	[Milestone diamond at Apr 2014]																																			
31 Receive Bids	4/22/14	4/22/14	0	[Milestone diamond at Apr 2014]																																			
32 Make Contract Recommendation for Board Books	4/22/14	4/25/14	4	[Gantt bar from Apr 2014 to Apr 2014]																																			
33 Board Meeting - Award Contract	4/29/14	4/29/14	0	[Milestone diamond at Apr 2014]																																			
34 Notice To Proceed	5/19/14	5/19/14	0	[Milestone diamond at May 2014]																																			
<b>35 CONSTRUCTION</b>	<b>5/19/14</b>	<b>5/18/15</b>	<b>365</b>	[Gantt bar from May 2014 to May 2015]																																			



September 4, 2013

Mr. Philip L. Taylor, P.E.  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042

Re: Proposal for Urban Forestry Consulting Services on the Lumpkin Road Reconstruction from Interstate 10 to Northbrook Drive project.

Dear Mr. Taylor,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide Urban Forestry Consulting Services for the design phase of Lumpkin Road Reconstruction from Interstate 10 to Northbrook Drive project. Approximately 3,580 linear feet of project right of way will be evaluated for proposed storm, pavement, sidewalk, and utility construction. Based on your request for proposal, and our most recent experience on past projects working with consulting civil engineers and the City of Houston’s Street Tree Ordinance and Urban Forestry department, we propose to provide the following Urban Forestry services:

**PHASE 2 – SERVICES FOR PROJECT DESIGN**

Field Evaluation/Site Visit

We will walk each side of every street on which construction is proposed and evaluate the species, size, condition, and preservation feasibility of each tree. We will confirm the surveyed location of each tree and approximately locate any trees that may be impacted that were not picked up by surveyor. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival and compliance with City of Houston Street Tree Ordinance. The field evaluation will be scheduled in conjunction with the 70% submittal Tree Protection Plan development. The data collected will be used in development of the 70%, 90%, and final Tree Protection Plans.

Fee for Field Evaluation/Site Visit  
6.0 hours @ \$110.00/hour.....\$660.00

Tree Protection Plan for 70% Submittal

The plan and profile drawings, provided by the engineer, will be reviewed between the 50 and 70 percent submittals, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, anticipated treatment, and mitigation required by ordinance for trees to be removed. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Destroying too much of the structural root system leaves the tree unstable, which could create liabilities for the design team as well as the City of Houston. Should we find any conflicts with proposed construction or any liability issues we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting bends, a

EXHIBIT D

Mr. Philip Taylor, P.E.  
Lumpkin Road Urban Forestry Proposal  
Page 2 of 4

ts&v, vertical offset, or a fire hydrant, will be redlined on plan and profile drawings copied to our Tree Submittal Form with a brief description of recommended changes and e-mailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

Minor design changes may reduce the number of trees needing to be removed and reduce the cost of replacement plantings required by ordinance. The design review and comment process is typically the most value added aspect of our services, because the changes will preserve trees rather than requiring removal and replacement to comply with Street Tree Ordinance. If our recommendations preserve one 24" diameter ordinance tree the cost savings to the project, in removal and replacement costs, is approximately \$8,000.00.

After we receive your comments on our design change recommendations we will develop an Autocad or MicroStation drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City's Street Tree Ordinance. Plan and profile drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, zero curb cutback, water line augers, etc.). The plan will also include the location, species, and size of replacement tree plantings required to comply with the Street Tree Ordinance. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The tree protection plan, specifications, and quantity totals and cost estimates will be emailed to you so that your staff may use the specs and quantity estimates as needed and plot the tree protection plan as it is needed. The tree protection plan will include our logo with a signature line, which we sign at the mylar stage. The tree protection plan, specifications and quantity/cost estimate can be included in your 70% submittal so that the City's Urban Forestry staff can review our plan and provide comments prior to the final submittal. We will need 15-18 business days to complete the field evaluation and preliminary tree protection plan.

Fee for 70% Tree Protection Plan  
14.0 hours @ \$110.00/hour .....\$1,540.00

Tree Protection Plan for 90% submittal

We will review the construction design between the 70% and 90% submittal, following comments from the City on recommendations made in the 70% submittal, to ensure that any design changes that may have been made are incorporated into the tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG or DGN drawings and resubmitted to engineer for submittal. Quantity/Cost estimates, and specifications will be updated and forwarded to engineer. We will need 7-10 business days to complete the 90% Tree Protection Plan.

Fee for 90% Tree Protection Plan  
6.0 hours @ \$110.00/hour.....\$660.00

Tree Protection Plan for Final submittal

We will review the construction design between the 90% and final submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG or DGN drawings and resubmitted to engineer for submittal. Quantity/Cost estimates, and specifications will be updated and forwarded to engineer. We will sign the mylar set of the Tree Protection Plans prior to final submittal. We will need 5-7 business days to complete the Final Tree Protection Plan.

EXHIBIT D

Mr. Philip Taylor, P.E.  
Lumpkin Road Urban Forestry Proposal  
Page 3 of 4

Fee for Final Tree Protection Plan  
4.0 hours @ \$110.00/hour.....\$440.00

Coordinate Approval with Parks&Recreation

We will submit Tree Protection Plan directly to City of Houston Parks & Recreation Foresters at the 70% and 90% submittal stage for review and comments. Mylar drawings will be carried to Parks & Recreation Forestry offices for stamp and signature by City Forester. We will also coordinate receipt of Tree Removal Permit from City Forester at time of mylar approval.

Fee for Coordinating Approval with Parks&Recreation  
5.0 hours @ \$110.00/hour.....\$550.00

Drafting AutoCAD (DWG or DGN) files of Tree Preservation Plan

We do have AutoCAD and Microstation capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG or DGN format. We will use the project title block and insert plan drawings at a 1:40 scale, triple banked on each sheet, similar to most traffic control plans. Tree treatment schedule will be included on each sheet which will call out treatments for each specific tree. This format typically allows us to fit approximately 2,000-2,500 l.f. per plan sheet, which would give us 2-3 sheets on this project. One sheet with project details will also be included, which would give us a total of 3 to 4 sheets. The drawings will be emailed or saved to CD and delivered to you, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Drafting Services Fee for DWG/DGN files of the Tree Preservation Plan  
12.0 hours @ \$50.00/hour.....\$600.00

**Total Phase 2 Fees**

**Urban Forestry Services for development of Tree Protection Plan.....\$3,850.00**  
**Drafting Services Fee for DWG files.....\$600.00**  
**Total Fee for CAD drawn Tree Protection Plan.....\$4,450.00**

## EXHIBIT D

Mr. Philip Taylor, P.E.  
Lumpkin Road Urban Forestry Proposal  
Page 4 of 4

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, Houston Storm Water Management Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Sugarland Street Reconstruction, City of Texas City Street Reconstruction, and numerous City of Houston waterline and sewer projects in the past. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,



Sarah Koehl  
President



3900 UNDERWOOD RD. • LA PORTE, TEXAS 77571 • PH. (281) 476-5200

September 10, 2013

Lockwood, Andrews, & Newman, Inc.  
2925 Briarpark Drive  
Houston, Texas 77042

Attention: Phillip Taylor

Reference: Lumpkin Road Improvement – Storm Sewer Inspection, Westview & Lumpkin

Dear Mr. Taylor,

AAA Flexible Pipe Cleaning Company, Inc. proposes to video inspect 2,230 feet of 7' X 4' RCP Box Culverts at the referenced location. Three DVDs and written reports of all findings will be provided.

The following rates will apply:

*Storm Sewer Inspections*                      \$ 6.00 Per Foot

*In Addition, 8.25% Tax If Applicable*

*City of Houston 4% Solid Waste Fee If Applicable*

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Dennis Mann  
Contract Administrator

Accepted By: Lockwood, Andrews & Newnam – Lumpkin Road Improvement

By: \_\_\_\_\_  
Signature                                      Printed Name                                      Title

Purchase Order No: \_\_\_\_\_ Job No. \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT F



September 16, 2013

Mr. Philip Taylor, P.E.  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400,  
Houston, Texas 77042-3720

Subject: Proposal to Perform Phase I Environmental Site Assessment of  
Lumpkin Road Extension from Westview Drive to Northbrook Street  
WBS No. N-T17000-0012-3  
AEC Proposal No. E13-09-01

Dear Mr. Taylor:

In response to your request, AVILES ENGINEERING CORPORATION (AEC) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the Lumpkin Road extension from Westview Drive to Northbrook Street, western Houston, Texas (refer to attached Project Location Map). According to information supplied to AEC by you, Lumpkin Road in that area will be reconstructed, the water and sewer lines will be replaced and the detention pond on the northwestern corner of Westview Drive and Lumpkin will be enlarged. It is assumed that the project construction will be limited to existing Lumpkin Road right-of-way, the utility rights-of-way, and the detention pond area (referred to herein as Subject Right-of-Way).

The proposed Phase I ESA of the Subject Right-of-Way will be conducted in general accordance with Chapter 11 of the City of Houston Department of Public Works and Engineering Infrastructure Design Manual (July 2012) used for conducting Phase I ESAs on rights-of-way which will be involved in City construction projects. Following is a summary of the scope of services that will be completed in conducting the Phase I ESA of the Subject Right-of-Way and the estimated costs.

- 1. Site reconnaissance inspection and interviews to identify environmental conditions associated with the Subject Right-of-Way. It is assumed that site reconnaissance will be limited to Lumpkin Road right-of-way, utility rights-of-way, and the detention pond area and publicly accessible areas.

Senior Geologist	2 hours @ \$80.00/hour	\$160.00
Project Scientist	6 hours @ \$65.00/hour	\$390.00

- 2. Search federal and state environmental databases and review information on registered sites and releases of petroleum products and hazardous substances in the area.

Senior Geologist	1 hour @ \$80.00/hour	\$80.00
Project Scientist	5 hours @ \$65.00/hour	\$325.00

5790 Windfern • Houston, Texas 77041 • Phone (713) 895-7645 • Fax (713) 895-7943

EXHIBIT F

Mr. Philip Taylor, P.E.,  
Lockwood, Andrews, & Newnam, Inc.  
Proposal to Perform Phase I Environmental Site Assessment  
Lumpkin Road Extension from Westview Drive to Northbrook Street  
WBS No. N-T17000-0012-3  
AEC Proposal E13-09-01  
September 16, 2013  
Page 2 of 3



3. Historical aerial photographs, city directories, Sanborn Fire Insurance Maps, and USGS topographic maps would also be reviewed, if available, for evidence of waste disposal or other suspect activities on and adjoining the Subject Right-of-Way.

Senior Geologist	1 hour @ \$80.00/hour	\$105.00
Project Scientist	5 hours @ \$65.00/hour	\$325.00

4. Prepare a Phase I ESA report that:

- Describes the Subject Right-of-Way.
- Characterizes the physical setting including topography, flood potential, faults and soil types and contains associated topographic, flood plain, fault, and soil maps.
- Identifies potential areas of contamination.
- Reports the findings and rates potential environmental risk.
- Identifies recognized environmental conditions in accordance with ASTM Standard Practice E1527-05 as modified by Chapter 11 of the City of Houston Department of Public Works and Engineering Infrastructure Design Manual (July 2012).
- Contains recommendations for a Phase II ESA (ESA-II), as appropriate, to further assess and delineate contamination in the area of recognized environmental conditions.

Senior Geologist	4 hours @ \$80.00/hour	\$320.00
Project Scientist	20 hours @ \$65.00/hour	\$1,300.00
Administrative Assistant	4 hours @ \$45.00/hour	\$180.00

5. Estimated expenses for the Phase I ESA include:

Agency Records Search & Historical Aerial Photos	1 site @ \$250/site	\$250.00
Historical Topographic Maps	1 set @ \$50/set	\$50.00
Other Miscellaneous Expenses	1 unit @ \$100/unit	\$100.00

***The Total Lump Sum Cost for performing the Phase I ESA of the Subject Right-of-Way as proposed herein is \$3,585.00.***

The Phase I ESA will be performed in accordance with the attached Environmental Services Terms and Conditions, unless a separate Agreement between Lockwood, Andrews & Newnam, Inc. (LAN) and AEC is executed. AEC will complete and submit one bound and one unbound copies of the Phase I ESA report to LAN within 30 days after we receive project authorization and a notice to proceed or a signed subcontract. As appropriate, the report will be revised in response to comments. Following any necessary revisions, we will prepare and submit one unbound copy of the revised Phase I ESA report and a compact disk (CD) that contains a pdf file copy of the report. Invoices will be submitted to you following the end of the month and upon completion of the project and remittance will be due within 30 days of the date on the respective

EXHIBIT F

Mr. Philip Taylor, P.E.,  
Lockwood, Andrews, & Newnam, Inc.  
Proposal to Perform Phase I Environmental Site Assessment  
Lumpkin Road Extension from Westview Drive to Northbrook Street  
WBS No. N-T17000-0012-3  
AEC Proposal E13-09-01  
September 16, 2013  
Page 3 of 3

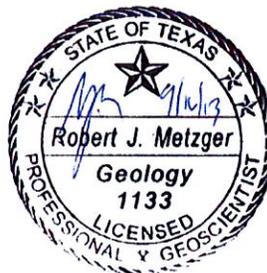


invoice. For your convenience, a project authorization and notice to proceed form is included below that can be completed, signed, and faxed or mailed to AEC.

AEC appreciates the opportunity to submit this proposal to LAN for environmental services. Please contact me if you should have any comments or questions in response to this proposal.

Sincerely,  
**AVILES ENGINEERING CORPORATION**

ROBERT J. METZGER, P.G.  
Senior Geologist



Attachment

**AUTHORIZATION AND NOTICE TO PROCEED**

**To Perform a Phase I ESA of Lumpkin Road Extension Subject Right-of-Way from Westview Drive to Northbrook Street in accordance with the attached Terms and Conditions**

**The signature below authorizes the work described herein.**

**FOR: LOCKWOOD, ANDREWS & NEWNAM**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date



September 19, 2013

Don Huml, Executive Director  
Memorial City Redevelopment Authority / TIRZ 17  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Attention: Mr. Don Huml

Reference: Town and Country West Drainage and Mobility Improvements TIRZ 17  
**CIP No. T-1717 Proposal for Phase I Preliminary Engineering Report**

Dear Mr. Huml,

Lockwood, Andrews and Newnam, Inc. (LAN) is pleased to submit this proposal for engineering services consisting of the preparation of a Preliminary Engineering Report (PER) for roadway, drainage, pedestrian, public utilities and traffic improvements along Town and Country Way.

The report will be prepared in accordance with the current City of Houston Infrastructure Design Manual and will focus on evaluation of roadway geometrics, pedestrian facilities, traffic operations, access management, right of way encroachments and assessment, existing storm sewer and overland flow patterns, utility coordination and assessment, environmental assessment, geotechnical investigation, tree impacts, detailed survey, pavement condition, and 30% plan and profile drawings.

The proposed project is identified in the current TIRZ 17 five-year Capital Improvement Plan. The PER is Phase I of the overall project development and will identify the impacts associated with the implementation of the roadway, pedestrian, public utilities, traffic and drainage recommendations. The PER will be presented to the City of Houston Technical Review Committee for review and comment.

We propose to perform PER services for an amount of \$254,360.00. A detailed Scope of Services can be found in Exhibit "A". Exhibit "B" provides a detailed breakdown estimate of the fees for the basic engineering services and additional services respectively.

We are prepared to begin this work immediately. A detailed schedule can be found in Exhibit "C".

Please feel free to contact me at (713)266-6900 if you have any questions or need additional information.

Sincerely,



Rafael Ortega, P.E.  
Vice President  
MA PT  
RO:ma:pt:cf

Attachments: Exhibit A – Scope of Services  
Exhibit B – Fee Schedule  
Exhibit C – Schedule  
Exhibit D – C.N. Koehl Urban Forestry, Inc. Tree Protection Proposal  
Exhibit E – Kuo & Associates Roadway Topographic Survey  
Exhibit F – Kuo & Associates Replatting Proposal  
Exhibit G – Aviles Engineering Corp. Geotechnical Investigation Proposal

# Exhibit A

## Town and Country West Drainage and Mobility Improvements Scope of Services

This proposal is for professional engineering services for roadway, drainage, public utilities, pedestrian and traffic improvements along Town and Country Blvd and Town and Country Way. The proposed project is identified in the TIRZ17 five-year Capital Improvement Plan. Improvements to horizontal curvature and access management were identified in the East-West Mobility Study. The PER will include a more detailed analysis of the roadway geometric and access management reasonable and feasible improvements.

### **PHASE I – PRELIMINARY ENGINEERING REPORT (PER)**

The PER is Phase I of the overall project process and will identify the impacts associated with the implementation of the PER recommendations. The following scope describes the procedures that will be followed to provide Preliminary Engineering services and produce the Preliminary Engineering Report. The details of the scope are as follows

#### **I. BASIC ENGINEERING SERVICES**

##### **A. & B. Roadway and Public Utilities Design and Planning Services**

###### **1. Site Visit & Data Collection**

- a. Visit the area to field verify all provided survey data on Town and Country Way and the proposed project corridor. Photographs and field verification of existing geometry, striping, signage and pavement type will be completed during the field visit. Field visit will also be performed to assist in drainage area boundary determination, and to verify the available data collected for the existing storm sewer system. The area will be reviewed to confirm features shown in the 2008 LiDAR information and identify areas where hydraulic reinforcements may be necessary to correctly show overland sheet flow paths.
- b. Previously completed reports and studies will be obtained and reviewed for relevant information regarding the proposed roadway improvements.

###### **2. Establish Roadway Baseline/Project Control**

Project baseline for the identified improvement alternative will be established. Base plan and profile sheets will be developed at a 1 inch is equal to 40 foot scale.

###### **3. Develop Plan & Profile Sheets – 30% Drawings**

Plan and profile drawings will be prepared for the recommended alternative. The plan and profile sheets, which will follow the City of Houston's drawing requirements, will include existing topography and utilities, proposed alignment and proposed pavement footprint for the recommended alternate in plan view. The profile will include natural ground at the limits of the existing right-of-way and at the centerline of the existing roadway. Replacement of the existing water lines within the limits of the project where warranted will be documented on the plan and profile sheets. Sanitary Sewer replacement is anticipated and will be evaluated for conflicts and improvement needs. Storm Sewer upgrades will also be shown in plan and profile views including proposed inlet locations, proposed manhole and junction box locations, and 2-year and 100-year HGL's. The plan and profile sheets will indicate the approximate location, size per available data, age of service lines, and capacity of all public utilities. Indicate approximate location and size per available data for private utilities.

###### **4. Alignment Definition/Develop Right Of Way Map**

It is anticipated that additional right-of-way (ROW) will be necessary to accommodate the proposed roadway alignment for the preferred alternative. A detailed ROW investigation will be performed using parcel information identified in the topographic survey in the event there is the need to acquire ROW. The ROW investigation will accurately identify the total number of parcels, the necessary acquisition area for each parcel and parcel ownership information.

## 5. Existing and Proposed Typical Sections

Existing horizontal dimensions, pavement structure makeup and thickness, right-of-way and easements, sidewalks, shoulders, and drainage ditches will be shown for each of the identified alternatives and the existing condition.

## 6. Investigations of Existing Public and Private Utilities:

- a. Existing public and private utilities will be investigated in accordance with the City of Houston *Infrastructure Design Manual dated July 2009*.
- b. Identify potential utility conflicts based on field visits and a site topographical survey.
- c. All available information will be researched and reviewed, including property information, existing water mains and appurtenances, well collection lines, sanitary and storm sewers, facilities (house service lines, manholes, etc.), telephone, power, gas, and cable TV lines, as well as other private utilities. All of the above-referenced utilities shall be shown in the plan and profile drawings (Task I.A.3) in accordance with the City of Houston *Infrastructure Design Manual dated July 2012*. Where manholes, valves, etc., are buried under pavement, or after due diligence cannot be located, installations will be shown per record drawing information and labeled "Not Field Located".
- d. On major transmission pipelines, the various pipeline companies will be contacted for their assistance to determine the product material, type of pipe material, depth, and routing of pipelines. Names of contacts, dates, times, and other pertinent information obtained at the field meeting shall be recorded.

## 7. Develop Construction Cost Estimates

Preliminary construction cost estimates will be prepared. Construction cost estimates will include the necessary level of detail to enable the evaluation of alternatives, but will not be comprehensive.

## C. DRAINAGE ANALYSIS

Town and Country Way between Beltway 8 and Town and Country Boulevard is part of the Rummel Creek watershed and is primarily drained by storm sewers extending along the project alignment. The preliminary engineering drainage analysis will (1) identify the performance of the existing drainage infrastructure including documentation of system deficiencies, (2) develop improvement alternatives to address existing deficiencies and to accommodate the proposed roadway improvements, and (3) address drainage impacts associated with the proposed improvements including effects of additional increased impervious cover, a reduction in storm water storage, and modifications to overland sheetflow patterns.

### 1. Analyze Overland Flow Patterns

The Engineer shall develop overland flow paths (extreme event) and drainage areas for the project limits and surrounding areas based on the 2008 LiDAR using the ArcHydro analysis tools. A ponding depth analysis will also be completed using the available 2008 LiDAR data to identify areas where significant surface ponding areas exist. This information will assist in determining discharges from the project area and identifying critical problem areas.

### 2. Prepare and Evaluate Existing Drainage Area Map

Existing conditions drainage area maps will be developed for each of the receiving storm sewer trunklines. Inlet level drainage areas will be developed for storm sewers within the project limits. Trunkline analysis point drainage areas will be delineated for storm sewer systems outside the project limits. The Consultant will determine the existing conditions drainage area boundaries based on the best available data. Means for determining drainage area boundaries include but are not limited to as-built information, LiDAR, field visits, City of Houston GIMS data, and the City's Comprehensive Drainage Plan (CDP). Extreme event and offsite drainage areas developed as part of Task I.B.1 (Analyze Overland Sheetflow Patterns) will be included as part of the existing drainage area map.

### 3. Existing Conditions Analysis

A model of the existing storm sewer system will be constructed and analyzed for the 2-year and 100-year frequency storm events. The model will build on the existing SWMM model developed by TxDOT for the IH-10 storm sewer system. The complexity of the TxDOT IH-10 SWMM model requires that this model be used as provided by TxDOT. Given the hydraulic complexity of the area and the likelihood of overland flow issues, the analysis and design models will be built in Infoworks ICM using 2D methods. Analysis tasks include developing an inlet level storm sewer model in ICM for the specific project limits and incorporating salient components of the provided TxDOT IH-10 SWMM model. System deficiencies will be identified and documented.

### 4. Initial Trunkline Design & Proposed System Analysis

A model of the proposed storm sewer system(s) will be constructed and analyzed for the 2-year and 100-year frequencies. Necessary sizing, location, elevation, and cover requirements of the trunkline will be determined. The inlets and laterals will be refined as necessary to ensure sufficient intake & conduit capacity and to maintain a hydraulic grade line (HGL) below or at the gutter elevation of the roadway for the length of the project for the 2-year event. The proposed storm sewer system will be evaluated and improved in order to meet overland flow and Maximum Ponding Elevation criteria for the 100-year event. Cost estimates will be prepared for each of the proposed improvement alternatives and proposed storm sewer system elements and associated HGL's will be incorporated into the plan and profile sheets.

### 5. Proposed Conditions Storm Sewer Drainage Area Map Sheets

The Engineer shall provide proposed conditions storm sewer drainage area maps for the preferred alternative at both the overall and inlet level. The overall drainage area map will consist of drainage areas, 2-year storm sewer runoff rates, and flow direction arrows, and will include a preliminary layout of all proposed storm sewer trunk lines, inlets, and ditches. Drainage areas will be delineated based on the improvements evaluated in the Proposed System Analysis.

### 6. Drainage Impact Analysis

Drainage impacts associated with the proposed roadway improvement will be evaluated and mitigation measures necessary to ensure no adverse impacts will be proposed. Potential drainage impacts associated with the proposed improvements including effects of additional increased impervious cover, a reduction in storm water storage, and modifications to overland sheetflow patterns. The proposed roadway will discharge via the existing storm sewer to the IH-10 system and/or via a new connection to the existing Beltway 8 system that also drains to IH-10. These systems are regulated by TxDOT. Zero increase in runoff will be allowed.

- a. **Increased Impervious Cover** – An evaluation of the existing and proposed impervious cover will be performed to identify the changes associated with the proposed roadway improvements.
- b. **Changes in Storage** – The proposed roadway, anticipated to be a curb and gutter cross section, will be evaluated to account for any changes in storage.
- c. **Overland Sheetflow** – The proposed roadway improvements will be evaluated to identify and quantify overland sheetflow impacts.
- d. **Mitigation Options** – Mitigation options will be evaluated to determine the most effective means (both cost and function) of eliminating potential impacts. Potential mitigation options include; (1) storage beneath the roadway in the form of oversized or additional storm sewer, (2) above ground offsite storage, and (3) sub-surface offsite storage. The mitigation options will be modeled with the proposed roadway and drainage improvements and the results will be compared with the existing conditions analysis to ensure no adverse impacts. Low Impact Development (LID) solutions will be considered if feasible and effective.

## 7. Drainage Impact Analysis Report

A drainage impacts analysis report will be prepared as a standalone document. This report will be provided to TxDOT for their review and approval as the owner of the facility receiving discharge from the project limits. The report will document the existing conditions and proposed improvements, and will address the potential for adverse impacts including necessary mitigation measures.

## D. PROJECT MANAGEMENT, COORDINATION & DELIVERABLES

### 1. Project Management / Project Controls

Project management activities are ongoing through the period of the contract and include items such as participation in the crafting of the Project Management Plan, preparing contract correspondence, transmitting deliverables, documenting the quality control process, and other project oversight activities. The final activity of this task is the overall project closeout, which includes a meeting with the TIRZ Project Manager.

### 2. Agency Coordination

LAN will arrange for and participate in a kickoff meeting with officials from the City of Houston's Department of Public Works & Engineering (PW&E). During this meeting, City staff will have the opportunity to review and comment on the planned data collection and analysis efforts. The two analysis years (Opening Year and Design Year) will be determined from this initial meeting with City staff.

Throughout the project, coordination meetings will be organized as necessary with the City of Houston. Updates will be given at the monthly board meetings. Preliminary plan and profile drawings will be sent to private utility companies for review and comment. Coordination with TxDOT will include meetings with their roadway department to discuss geometry and construction issues at the Beltway 8 intersection, and with the drainage department to demonstrate no adverse impact to TxDOT drainage system.

### 3. Prepare Preliminary Engineering Report

The Preliminary Engineering Report will be prepared in accordance with City of Houston *Infrastructure Design Manual dated July 2012* and City of Houston PER Requirements included as Exhibit D.

### 4. Quality Assurance / Quality Control

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences. The LAN QA/QC Plan mandates an extensive review process that will occur at multiple design milestones throughout the duration of the project, and includes the specific procedures to be followed by third-party technical reviewers, itemized review checklists, and guidelines for incorporating reviewer comments. The multi-staged review process will result in the early identification of design concerns and allow the designer ample opportunity to seek resolution and/or clarification from the client.

## II. ADDITIONAL ENGINEERING SERVICES

Additional Services fees are summarized below.

### A. TRAFFIC ENGINEERING & PLANNING & OTHER SERVICES

#### 1. Site Visit & Data Collection

LAN will conduct a field visit to review existing intersection geometry and traffic control within the study area. The following data collection activities are anticipated:

Traffic Data Collection	Type	Duration
Town and Country Way at Town and Country Boulevard	AM/PM Peak Periods TMC	1 day
Beltway 8 NB Frontage Road: south of proposed connection	24-hour Volume	1 day
Beltway 8 NB Frontage Road: south of City Centre Way	24-hour Volume	1 day
Town and Country Way: EB and WB east of Town and Country Boulevard	24-hour Volume	1 day
Town and Country Boulevard: NB and SB north of Town and Country Way	24-hour Volume	1 day
Town and Country Boulevard: NB and SB south of Town and Country Way	24-hour Volume	1 day
City Centre Way: EB and WB east of Beltway 8	24-hour Volume	1 day

TMC – Turning Movement Count

In addition, LAN will obtain the latest travel demand forecasts from H-GAC so that the previous Synchro modeling of the project area can be adjusted to the PER required Opening and Design Years (to be determined). LAN will consult with Houston METRO officials regarding existing and planned transit stops in the corridor vicinity and identify any infrastructure needs or accommodations to support anticipated services. LAN will also contact the City of Houston Planning & Development Department to determine if any development plats or building permits have been approved.

## 2. Evaluation of Geometric Conditions

LAN will evaluate geometric modifications to Town and Country Way. Alternative improvements intersection designs will be analyzed to relieve any congested conditions identified. The initial build alternative will be derived from the proposed cross-section and design standards of Town and Country Way prepared by LAN during the development of this scope, taking into consideration access requirements of existing and approved land uses. Traffic assignments will build off work previously completed by LAN during the East-West Mobility Study. The second build conditions will include the installation of a roundabout at the intersection of Town and Country Way at Town and Country Boulevard. Synchro will be used to model the study area and allow for practical comparison of alternatives. A RODEL simulation of the roundabout intersection will also be included checking the results of the City-required Synchro analysis.

During the course of the evaluation, LAN staff will confer with the TIRZ Project Manager, City of Houston staff and affected property owners to review conceptual improvements and analysis results. LAN will provide technical support for up to four such meetings.

LAN shall examine the following geometric scenarios:

- a. Existing Conditions
- b. Opening Year No Build Conditions
- c. Opening Year Alternative 1 Conditions
- d. Opening Year Alternative 2 (Roundabout) Conditions
- e. Design Year No Build Conditions
- f. Design Year Alternative 1 Conditions
- g. Design Year Alternative 2 (Roundabout) Conditions

Existing Conditions shall consist of the existing roadway network and traffic volumes to calibrate the model.

No Build Conditions shall consist of the existing roadway network modeled with design year traffic volumes for AM and PM weekday peak hour conditions (using Year 2015 volumes from the North-South Mobility study and growth rates from H-GAC travel demand forecasts) to reflect future year conditions with no changes to roadway geometry.

Alternative 1 Conditions shall consist of the initial build condition as identified above.

Alternative 2 Conditions shall incorporate the installation of a roundabout intersection.

All study results will be presented in the PER. The results will be quantified using the following measures of effectiveness:

- Average speeds
- Queues
- Travel times
- Levels-of-Service

**B. ENVIRONMENTAL SITE ASSESSMENT**

The proposed environmental site assessment required for the design effort will be prepared by Lockwood, Andrews and Newnam, Inc. A detailed scope and level of effort for this work is included as Exhibit G.

**C. Develop Conceptual Traffic Control Plans**

The construction sequence and a traffic control concept that will minimize the impact to the region's traffic movement pattern will be prepared. Detours, phasing, sequencing, construction zones, temporary pavement requirements and temporary signalization will be identified. Potential disruptions to local businesses and measures to address access during construction will be evaluated.

**D. Prepare and Participate in Technical Review Committee (TRC) Meeting**

- a. The purpose of the TRC meeting is for the Engineer to present the proposed improvements to the different City of Houston Departments for comment and approval. A Microsoft Power Point presentation will be prepared and will include an executive summary of the project showing the alternatives, recommendations, and estimated construction costs. A summary of the TRC meeting will record all decisions and action items.
- b. A revised estimate of probable construction cost will be submitted based on the outcome of the TRC. The PER will be revised in response to the Technical Review Committee's record of decisions and action items. The final PER will be submitted in PDF Format on a CD in a single file with a Table of Contents.

**III. SUBCONTRACTED SERVICES**

Additional Services fees are summarized below. The maximum compensation paid for these services shall be \$52,682.00. The tasks are designated either reimbursable not-to-exceed (NTE) or lump sum (LS), as noted below.

**A. TREE INVENTORY**

The proposed tree inventory for the preliminary engineering report effort will be provided by C.N. Koehl Urban Forestry, Inc. This work is estimated to be for the not to exceed amount of \$2,820.00 plus an eight percent administration mark-up. A detailed proposal for this work is included as Exhibit D.

**B. SURVEYING SERVICES**

The proposed topographic survey required for the design effort will be performed by Kuo & Associates, Inc. This work is estimated to be for the lump sum amount of \$19,501.00 plus an eight percent administration mark-up. A detailed proposal for this work is included as Exhibit E.1 and E.2.

**C. REPLATTING SERVICES**

Replating services will be performed by Kuo & Associates, Inc. This work is estimated to be for the lump sum amount of \$15,420.00. A detailed proposal for this work is included as Exhibit F.

**D. GEOTECHNICAL INVESTIGATION**

The proposed geotechnical investigation required for the design effort will be provided by Aviles Engineering Corporation. This work is estimated to be for the lump sum amount of \$8,988.50 plus an eight percent administration mark-up. A detailed proposal for this work is included as Exhibit F.

**E. TRAFFIC DATA COLLECTION**

The proposed traffic data collection and reporting required for the design effort will be provided by C.J. Hensch & Associates. This work is estimated to be for the not to exceed amount of \$2,050.00 plus an eight percent administration mark-up.

**Exhibit B**  
**Town and Country West Drainage and Mobility**  
**LEVEL OF EFFORT**

**PHASE I - PER**

**I. BASIC ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
<b>A. Roadway Design and Planning Services</b>								
1 Site Visit and Data Collection	0	0	2	6	0	0	8	\$ 1,020.00
2 Establish Roadway Baseline/Project Control	0	2	4	8	16	0	30	\$ 3,350.00
3 Develop Plan and Profile Sheets (30% Drawings)	1	4	8	40	80	0	133	\$ 14,125.00
4 Alignment Definition/Develop Right of Way Map	2	8	18	32	40	0	100	\$ 11,990.00
5 Develop Typical Sections (Existing and Proposed)	0	0	2	6	12	0	20	\$ 2,100.00
6 Develop Preliminary Cost Estimates	0	1	4	8	0	0	13	\$ 1,735.00
<b>Total</b>	<b>3</b>	<b>15</b>	<b>38</b>	<b>100</b>	<b>148</b>	<b>0</b>	<b>304</b>	<b>\$ 34,320.00</b>
<b>B. Public Utility Design and Planning Services (Water/Sanitary)</b>								
1 Site Visit and Data Collection	0	0	0	0	3	0	3	\$ 270.00
2 Develop Plan and Profile Sheets	0	12	18	20	34	0	84	\$ 10,260.00
3 Utility Investigations for Existing Public and Private Utilities	0	0	0	8	2	0	10	\$ 1,140.00
4 Develop Construction Cost Estimate	0	4	8	16	0	0	28	\$ 3,820.00
<b>Total</b>	<b>0</b>	<b>16</b>	<b>26</b>	<b>44</b>	<b>39</b>	<b>0</b>	<b>125</b>	<b>\$ 15,490.00</b>
<b>C. Drainage Design and Analysis Services</b>								
1 Site Visit and Data Collection	0	0	2	6	0	0	8	\$ 1,020.00
2 Develop Plan & Profile Sheets – 30% Drawings	0	2	4	6	8	0	20	\$ 2,390.00
3 Develop Construction Cost Estimates	0	1	4	6	0	0	11	\$ 1,495.00
4 Analyze Overland Flow Patterns	0	1	2	4	0	0	7	\$ 955.00
5 Prepare and Evaluate Existing Drainage Area Map	0	2	4	8	8	0	22	\$ 2,630.00
6 Existing Conditions Analysis	0	8	16	32	0	0	56	\$ 7,640.00
7 Initial Trunkline Design & Proposed System Analysis	0	8	16	32	0	0	56	\$ 7,640.00
8 Proposed Conditions Storm Sewer Drainage Area Map Sheets	0	2	4	8	8	0	22	\$ 2,630.00
9 Drainage Impact Analysis	0	1	4	4	0	0	9	\$ 1,255.00
a. Increased Impervious Cover	0	1	4	8	0	0	13	\$ 1,735.00
b. Changes in Storage	0	4	4	16	0	0	24	\$ 3,220.00
c. Overland Sheetflow	0	4	8	20	0	0	32	\$ 4,300.00
d. Mitigation Options	0	4	8	36	8	0	56	\$ 6,940.00
10 Drainage Impact Analysis Report	0	4	8	36	8	0	56	\$ 6,940.00
<b>Total</b>	<b>0</b>	<b>38</b>	<b>80</b>	<b>186</b>	<b>32</b>	<b>0</b>	<b>336</b>	<b>\$ 43,850.00</b>
<b>D. Project Management, Deliverables</b>								
1 Project Management / Project Controls	0	28	8	8	0	32	76	\$ 9,780.00
2 Agency Coordination	0	24	8	32	0	9	73	\$ 10,005.00
3 Preliminary Engineering Report Preparation	2	14	30	72	8	9	135	\$ 17,525.00
4 Quality Assurance /Quality Control	0	24	36	6	0	0	66	\$ 10,320.00
<b>Total</b>	<b>2</b>	<b>90</b>	<b>82</b>	<b>118</b>	<b>8</b>	<b>50</b>	<b>350</b>	<b>\$ 47,630.00</b>
<b>TOTAL HOURS</b>	<b>5</b>	<b>159</b>	<b>226</b>	<b>448</b>	<b>227</b>	<b>50</b>	<b>1115</b>	
Contract Labor Rate	\$225.00	\$175.00	\$150.00	\$120.00	\$90.00	\$85.00		
<b>TOTAL LABOR COSTS</b>	<b>\$1,125.00</b>	<b>\$27,825.00</b>	<b>\$33,900.00</b>	<b>\$53,760.00</b>	<b>\$20,430.00</b>	<b>\$4,250.00</b>		<b>\$ 141,290.00</b>

**II. ADDITIONAL ENGINEERING SERVICES**

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	PROJ MGR	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASSNT	TOTAL HOURS	LABOR COSTS
<b>A. Traffic Engineering &amp; Planning and Other Services</b>								
1 Traffic Project Management / Project Controls	0	2	6	0	0	6	14	\$ 1,760.00
2 Traffic Agency Coordination	0	2	8	0	0	0	10	\$ 1,550.00
3 Traffic Services Site Visit and Data Collection	0	1	2	6	0	0	9	\$ 1,195.00
5 Traffic Services Existing Conditions	0	1	2	12	0	0	15	\$ 1,915.00
6 Traffic Build Alternatives (including roundabout alt)	0	4	16	80	0	0	100	\$ 12,700.00
7 Traffic Services Report Preparation	0	4	32	80	16	0	132	\$ 16,540.00
8 Meetings (3 stakeholder and 1 City)	0	8	12	0	0	0	20	\$ 3,200.00
9 Traffic Services Quality Assurance / Quality Control	0	4	6	0	0	0	10	\$ 1,600.00
10 Environmental Site Assessment (LAN)	0	16	46	0	0	4	66	\$ 10,040.00
11 Develop Conceptual Traffic Control Plans	0	2	4	8	18	0	32	\$ 3,530.00
12 Prepare and Participate in Technical Review Committee Meeting	0	6	4	8	1	0	19	\$ 2,700.00
13 Prepare RDAI and incorporate TRC Comments into PER	0	2	5	0	0	2	9	\$ 1,270.00
<b>Total</b>	<b>0</b>	<b>52</b>	<b>143</b>	<b>194</b>	<b>35</b>	<b>12</b>	<b>436</b>	<b>\$ 58,000.00</b>

**III. SUBCONTRACTED SERVICES**

SUBCONTRACTED SERVICES	COST	MARK-UP	TOTAL	PHASE I PER
A. Tree Protection Plan (CN Koehl)	\$2,820.00	8%	\$ 3,045.60	Basic Engineering Services
B. Topographic Survey Services (Kuo)	\$19,501.00	8%	\$ 21,061.08	Add. Eng. Services/Subs/Expenses
C. Replanting Services (Kuo)	\$15,420.00	8%	\$ 16,653.60	<b>GRAND TOTAL</b>
D. Geotechnical Engineering Services (Aviles)	\$8,988.50	8%	\$ 9,707.58	\$ 141,290.00
E. Traffic Counts (CJ Hensch)	\$2,050.00	8%	\$ 2,214.00	\$ 113,069.36
<b>TOTAL OTHER ENGINEERING SERVICES</b>			<b>\$ 52,681.86</b>	

Reimbursable Expenses	QUANTITY	UNIT	COST	TOTAL
Printing and Reproduction	1	LS	\$ 1,500.00	\$ 1,750.00
City of Houston Record Drawings	1	LS	\$ 250.00	\$ 250.00
Deliveries	1	LS	\$ 250.00	\$ 250.00
Mileage	250	MILE	\$ 0.55	\$ 137.50
<b>TOTAL REIMBURSABLE EXPENSES</b>				<b>\$ 2,387.50</b>

**EXHIBIT C**

Town & Country West Drainage and Mobility Improvements  
TIRZ 17

		FY 2014													
Activity Name		Start Date	Finish Date	Duration	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>1</b>	<b>PER</b>	<b>9/25/13</b>	<b>2/28/14</b>	<b>156</b>											
<b>2</b>	Project Startup / NTP	9/25/13	9/25/13	0											
<b>3</b>	Produce PER 30% Design	9/25/13	1/10/14	108											
<b>4</b>	Submit Section Drafts to PM Team	12/24/13	12/24/13	0											
<b>5</b>	Assemble PER Draft	12/30/13	1/3/14	5											
<b>6</b>	PER Draft due (Internal Submittal)	1/3/14	1/3/14	0											
<b>7</b>	PER Draft QA/QC	1/6/14	1/8/14	3											
<b>8</b>	Incorporate LAN comments	1/8/14	1/10/14	3											
<b>9</b>	PER Submittal (City)	1/14/14	1/14/14	0											
<b>10</b>	PER Review (City)	1/14/14	2/12/14	30											
<b>11</b>	TRC Meeting	2/20/14	2/20/14	1											
<b>12</b>	LAN Generates RDAI from TRC Comments	2/21/14	2/28/14	8											
<b>13</b>	<b>Finalize PER</b>	<b>2/21/14</b>	<b>2/28/14</b>	<b>8</b>											

**Legend**

- In Progress Activity
- Completed Activity
- In Progress Activity
- Completed Activity

EXHIBIT D



September 9, 2013

Mr. Philip L. Taylor, P.E.  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042

Re: Proposal for Urban Forestry Consulting Services on the Town and Country Way

Dear Mr. Taylor,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide Urban Forestry Consulting Services for the design phase of Town and Country Way Reconstruction. Approximately 1,900 linear feet of project right of way will be evaluated for proposed storm, pavement, sidewalk, and utility construction. Based on your request for proposal, and our most recent experience on past projects working with consulting civil engineers and the City of Houston's Street Tree Ordinance and Urban Forestry department, we propose to provide the following Urban Forestry services:

**Phase I-Services for Prior to Preliminary Engineering Report**

We will attend a preliminary meeting at LAN's offices to review proposed construction along the project route to gain as clear an understanding as possible on how the construction design may impact adjacent trees. We will then visit the site to evaluate the species, size, condition, and preservation feasibility of trees that may be impacted located along the project route. If a survey has been completed at this point and a drawing is available, the surveyed location of each tree will also be confirmed. Aspects of the construction activity adjacent to each tree along the project right of way will be evaluated to determine impacts on long term tree survival, each tree's structural integrity, and measures that will be needed to comply with the City of Houston's Street Tree Ordinance. The information provided in the preliminary meeting with LAN and information collected in the field will be used to generate a report addressing anticipated construction impacts to adjacent trees, alternatives for compliance with the Street Tree Ordinance, design alternatives that may reduce Street Tree Ordinance compliance costs, and associated costs of each alternative presented. We have allowed for two (2) meetings at LAN's offices and one (1) meeting at Memorial City offices to review our findings and incorporate them into the project planning and design. Proposed fees for Phase 1 are not to exceed limits, as all allocated meetings may not be necessary. Proposed fees for services outlined here are as follows:

EXHIBIT D

Mr. Philip L. Taylor, P.E.  
Town and Country Way Urban Forestry Proposal  
Page 2 of 2

Preliminary meeting at LAN office.....	\$237.50
Site evaluation and Report.....	\$1,720.00
CAD drafting fee for creating exhibits for report.....	\$150.00
Two (2) follow up meetings at LAN office.....	\$475.00
<u>One (1) meeting at Memorial City offices.....</u>	<u>\$237.50</u>
<b>Total Phase 1 Fees.....</b>	<b>\$2,820.00</b>

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, Houston Storm Water Management Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Sugarland Street Reconstruction, City of Texas City Street Reconstruction, and numerous City of Houston waterline and sewer projects in the past. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan and profile sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,



Sarah Koehl  
President

## EXHIBIT E

**KUO**  
& associates, Inc.

Consulting Engineers  
& Surveyors

10700 Richmond Ave, Suite 113  
Houston, TX 77042  
Tel: (713) 975-8769  
Fax: (713) 975-0920  
www.kuoassociates.com

September 18, 2013

Philip L. Taylor, PE (California)  
Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, TX 77042

RE: Topographic Surveying for Roads in the Town & Country Area

Dear Mr. Taylor

Kuo & Associates, Inc. is pleased to submit this proposal to perform topographic survey services for the above referenced project.

The scope of work and fee will be as follows:

### SCOPE OF WORK

Survey will be done along Town & Country Way and Town & Country Blvd. for an estimated length of 1,400 LF a small segment (100x70') of an existing parking lot and some additional areas in the vicinity. Survey shall conform to all requirements as outlined in the latest City of Houston Design Manual, Chapter 2 – Survey Requirements and the City of Houston (COH) Code of Ordinances, Chapter 33, Article IV. According to the requirements, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88.
2. Cross sections will be surveyed at every 100 feet interval along the project route.
3. All planimetric features will be surveyed along the road right-of-way within the limit specified in the Chapter 2 of the City design Manual. The survey will be extended on all sides of street intersections as per the requirements of design manual.
4. Survey a segment of parking lot (approximately 100'x70') at the northeast corner of Town & Country Way and Town & Country Blvd as shown in the attached exhibit
5. All visible existing utilities (i.e. manholes, culverts, power poles, etc.) will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained.
6. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
7. All private utility companies relevant to the project corridor will be contacted for record drawings.
8. Attempt will be made to recover and verify sufficient monumentation along the existing roadway to establish the right-of-way lines for topographic surveying scope.
9. Plan view drawings will be prepared containing all topographic information and visible utility features according to the COH standards in AutoCAD/Microstation format.
10. A survey control map will be prepared to the COH standard showing swing ties to traverse and baseline points as well as TBM's. Sketch of each City of Houston monuments either found or set will

EXHIBIT E

September 18, 2013  
Proposal for Road Topo Survey

Page No. 2

be included on the survey control map. The survey control map will be signed and sealed by a responsible professional in charge of the project.

- 11. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided.
- 12. Boreholes will be located in the field and an overall layout plan will be prepared to show their location in AutoCAD/Microstation format.
- 13. New City of Houston monuments will be established or/and existing City monuments (if any) will be recovered and updated to the new datum as per the City of Houston Ordinance and in accordance to Design Manual Section 2.06 D.

FEE AND SCHEDULE:

The fee for the above-described work will be a lump sum amount of **\$19,501.00** as shown itemized in the table below:

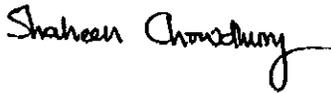
Item	Fee
Item 1 to 12: Topo Surveying and CAD Services for P&P	\$17,661.00
Item 13: Setting/Updating COH Monument	\$1,840.00
<b>Total Fee</b>	<b>\$19,501.00</b>

\* See detail breakdown in the attached pages

We can complete work in 45 calendar days upon your authorization to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.  
President

EXHIBIT E

September 18, 2013  
 Proposal for Road Topo Survey

Page No. 3

Level of Efforts for Road Survey							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$90.00	CADD \$70.00	Crew \$134.00	Hrs	Cost
Survey Control			3		15	18	\$2,280.00
Survey field work			1		28	29	\$3,842.00
Mnahole inverts			2		8	10	\$1,252.00
Borehole survey			1		4	5	\$626.00
Utility Research			4			4	\$360.00
ROW		5	12	4		21	\$1,985.00
Plan & Profile			2	32		34	\$2,420.00
TIN model			20				\$1,800.00
Survey control map			4	8		12	\$920.00
Setting center line			2	8		10	\$740.00
QA/QC		6			4	10	\$1,286.00
Project Management	1					1	\$150.00
Total Hrs	1	11	49	44	55	154	
<b>Total Cost</b>	<b>\$150.00</b>	<b>\$1,375.00</b>	<b>\$4,410.00</b>	<b>\$3,080.00</b>	<b>\$7,370.00</b>		<b>\$17,661.00</b>

Level of Efforts for setting/updating Each COH Monument								
Tasks	Sub tasks	RPLS	SIT	CADD	Crew	Hrs	Total	Total
		\$120.00	\$85.00	\$70.00	\$134.00			
COH Monument	Survey field work		1		8	9	\$1,157.00	\$1,847.00
	Preparation of Monument sheet	2	2	4		8	\$690.00	
								<b>Say \$1,840.00</b>

EXHIBIT F



10700 Richmond Ave, Suite 113
Houston, TX 77042
Tel: (713) 975-8769
Fax: (713) 975-0920
www.kuoassociates.com

September 18, 2013

Philip L. Taylor, PE (California)
Lockwood, Andrews & Newnam, Inc.
2925 Briarpark Drive, Suite 400
Houston, TX 77042

RE: Platting Services for Tracts in the Town & Country Area

Dear Mr. Taylor

Kuo & Associates, Inc. is pleased to submit this proposal to perform boundary surveying services for the above referenced in the City of Houston and Harris County. The scope of work and fee will be as follows:

SCOPE OF WORK

Surveying services will be in compliance with the City of Houston Chapter 42 and will be submitted to the City of Houston and County courthouse for recordation. Survey will comply with Category 1A, Condition 2 survey of the latest TSPS Manual and City of Houston survey requirements as applicable/feasible. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88. Our office will perform necessary field and office work for the following items:

- Perform boundary (Category 1 B) and limited topo survey to prepare plat drawing
Submit plat for City Planning Commissions review and approval
Address review comments by Planning Commission
Attend public hearing as necessary
Attend plat recordation review
Submit Plat to the City for recordation

The deliverable will include the recorded plat.

It is assumed your office will be providing right-of-entry as needed to work within the areas of private properties.

FEE & SCHEDULE:

Estimated fees and schedule for the works stated in the above scope are as follows:

Table with 4 columns: Item No., Item, Fee, Schedule. Row 1: 1, Boundary Survey, \$10,745.00, 30 days. Row 2: 2, Platting (site only), \$2,985.00, 6-8 weeks \*. Row 3: Plat fee (for COH), reimbursable, \$1,690.00.

\* time typically taken by the City platting process

The details of level of efforts are shown in the attached tables. Please contact me if you have any questions.

Sincerely,

Handwritten signature of Shaheen Chowdhury

Shaheen Chowdhury, P.E., R.P.L.S.
President

Level of Efforts for Platting

EXHIBIT F

September 18, 2013  
 Proposal for Platting  
 Page 2

ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$70.00	2 men Crew \$105.00	3 men Crew \$134.00	Cost
<b>BOUNDARY SURVEY</b>							
Boundary -monument search		1	4		8		\$1,305.00
Boundary -monument set		1	4		8		\$1,305.00
Limited topo survey for boundary		1	4		12		\$1,725.00
Abstracting							\$1,000.00
Boundary - deed research		8	16				\$2,360.00
Boundary - drawing		4	8	12			\$2,020.00
Boundary - Metes and bounds		1	3				\$380.00
QA/QC		4					\$500.00
Project Management	1						\$150.00
<b>Total</b>							<b>\$10,745.00</b>

ITEM	Principal \$150.00	RPLS \$125.00	SIT \$85.00	CADD \$75.00	Crew \$134.00	Hrs	Cost
<b>PLATTING</b>							
Preparation of Plat drawing			2	8		10	\$770.00
QA/QC		2				2	\$250.00
Plat Submittal			3			3	\$255.00
Attend planning commission meeting		4				4	\$500.00
Address review comments		1	4			5	\$465.00
Plat resubmittal			3			3	\$255.00
Plat recordation process			4			4	\$340.00
Project management	1					1	\$150.00
<b>Total</b>							<b>\$2,985.00</b>

<b>Estimated COH &amp; other reimbursable Fees</b>	
Title Report and tax certificate fee	\$500.00
Plat application fee (city)	\$850.00
Plat recordation fee (City)	\$270.00
Plat recordation fee (County)	\$70.00
<b>Total COH fees</b>	<b>\$1,690.00</b>

EXHIBIT G



September 19, 2013

Mr. Philip Taylor  
Lockwood, Andrews, and Newnam, Inc.  
2925 Briarpark Drive, Suite 400  
Houston, Texas 77042

Re: Geotechnical Investigation Proposal  
TIRZ 17 Town and Country Way Project  
Houston, Texas  
AEC Proposal No. G2013-09-04R

Dear Mr. Taylor,

Aviles Engineering Corporation (AEC) is pleased to present this geotechnical investigation proposal for the proposed Tax Increment Reinvestment Zone (TIRZ) 17 Town and Country Way Project in Houston, Texas (Houston/Harris County Key Map 489 C & D). The proposed improvements include: (i) reconstruction of Town and Country Way with new concrete pavement; and (ii) installation/replacement of waterlines, storm sewers, and sanitary sewers. According to Lockwood, Andrews, and Newnam, Inc. (LAN), the proposed utilities will have a cover depth (to crown of pipe) of 10 to 12 feet below grade, and will be installed by a combination of auger and open cut methods.

Boring locations and depths for the reconstruction of Country Way were selected in general accordance with Chapter 11 of the 2011 City of Houston Infrastructure Design Manual. The proposed boring spacing is 500 feet.

AEC proposes to drill a total of three borings to 30 feet deep along the proposed alignment. The total drilling footage is 90 feet. We will also install a 25 foot deep piezometer in Boring B-2. A Boring Location Plan is included in the Attachments. We will perform a site reconnaissance prior to drilling and mark boring locations. AEC requests that access to Boring B-3's location (property owned by Four Points by Sheraton) be arranged by LAN prior to arrival of the drill rig. AEC requests that any existing underground utilities be located by the property owner's representative prior to arrival of the drill. We will also contact the Texas 811 System to confirm utility locations; however, Texas 811 does not locate water, sanitary, or storm sewer lines.

Based on aerial photographs, AEC assumes that the boring locations can be accessed with a truck-mounted drill rig and that concrete coring is required for Borings B-1 and B-2 only. During drilling, we will collect samples continuously at 2 foot intervals from the ground surface to a depth of 20 feet in the borings, and then at 5 foot intervals thereafter to the boring termination depths. Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. Water level readings will be noted during drilling, upon completion of drilling, and 24 hours after drilling is completed. After completion of drilling, Boring B-2 will be converted to a piezometer. Once the 24 hour water readings are obtained, boreholes located on grass will be backfilled with bentonite chips while borings located on concrete pavement will be grouted with cement-bentonite and the surface patched with concrete. An additional water reading will be obtained after 30 days in the piezometer, after which the piezometer will be plugged and abandoned.

EXHIBIT G

TIRZ 17 Redevelopment Authority  
Town and Country Way Project  
Houston, Texas  
AEC Proposal No. G2013-09-04R

Page 2 of 3

Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, and unconsolidated-undrained triaxial (UU) tests depending on the soil types encountered. We will analyze the field and laboratory testing data to provide geotechnical and construction recommendations in an engineering report for the proposed improvements, including: (i) pavement thickness design and subgrade preparation; and (ii) installation of underground utilities by open cut and auger method, including auger pits, pipe loading, trenching and shoring, bedding and backfill.

The estimated lump sum fee for our services is **\$8,988.50**. An itemized fee estimate is included in the Attachments. The fee includes one mob/demob of a truck-mounted drill rig, a site visit to mark the borings, and 3 copies of the engineering report. Additional copies will be invoiced at \$30 each. Buggy-rig mobilization, fence/gate removal, restoration of the site to its original condition, standby time, surveying, fault study, plan/specification review, environmental assessment, and attendance at meetings are not included in the above fee. To help us maintain the estimated schedule and avoid additional fees, we request that we be provided with all pertinent project details, drawings and any proposed/preferred geotechnical-related design details at the onset of the project.

We will perform a site reconnaissance and mark the proposed boring locations 2 business days after the required project drawings, the signed contract, and notice-to-proceed are received. Weather permitting and assuming no field delays, the drilling should take 1 day. The laboratory tests will require about 2 weeks to complete after drilling is finished. We anticipate providing the final geotechnical report about 2 weeks after the laboratory test results are complete.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. Please sign and return a copy of this proposal to authorize AEC to proceed with the services.

We appreciate the opportunity to present this proposal, and look forward to working with you.

Respectfully submitted,  
**Aviles Engineering Corporation**  
(TBPE Firm Registration No. F-42)



Wilber L. Wang, M.Eng., P.E.  
Project Engineer



Shou Ting Hu, M.S.C.E., P.E.  
Principal Engineer

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
PRINTED NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
FIRM: \_\_\_\_\_

Attachments: Terms and Conditions, Itemized Fee Estimate, Boring Location Plan

## EXHIBIT G

TIRZ 17 Redevelopment Authority  
Town and Country Way Project  
Houston, Texas  
AEC Proposal No. G2013-09-04R

Page 3 of 3

### GEOTECHNICAL INVESTIGATION TERMS AND CONDITIONS

#### **STANDARD OF CARE**

The CLIENT recognizes that actual subsurface conditions can vary from those observed and/or encountered at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data interpretations and recommendations by AVILES ENGINEERING will be based solely on information available to the AVILES ENGINEERING during the investigation. AVILES ENGINEERING is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

#### **SCOPE OF SERVICES**

AVILES ENGINEERING will develop a scope of services based on the project information provided by the CLIENT. AVILES ENGINEERING shall not be responsible for problems arising due to inadequate number of borings and/or depths dictated or required by others or inadequate engineering analyses, if the CLIENT reduces the scope of services and/or provides insufficient or invalid project or other relevant information to AVILES ENGINEERING. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions

#### **SITE ACCESS AND SITE CONDITIONS**

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT, as well as provide location data for all below and above ground structures, pipelines and utilities. For such items encountered, not called to the attention of AVILES ENGINEERING, the CLIENT shall assume responsibility for any resultant damages. AVILES ENGINEERING will take reasonable precautions to minimize damage to the site, but it is understood by the CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

#### **BILLING AND PAYMENT**

The CLIENT will pay AVILES ENGINEERING the lump sum amount(s) shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT by AVILES ENGINEERING, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

#### **LIMITATION OF LIABILITY / INDEMNIFICATION**

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited to a sum equal in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

EXHIBIT G

Geotechnical Investigation  
 TIRZ 17 Redevelopment Authority  
 Town and Country Way Project  
 Houston, Texas  
 AEC Proposal No. G2013-09-04R  
 9/19/2013



ITEMIZED FEE ESTIMATE

3 Borings @ 30', 1 PZ @ 25'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Truck Rig Mobilization/Demobilization	1	LS	@	\$375.00	\$375.00
Field Coordination and Utility Checking (Senior Technician)	6	hrs.	@	\$50.00	\$300.00
Lane Closure Permits (Senior Technician)	0	hrs.	@	\$50.00	\$0.00
Boring Layout & Site Reconnaissance (Staff Engineer)	5	hrs.	@	\$82.00	\$410.00
Traffic Control (Senior Technician)	6	hrs.	@	\$50.00	\$300.00
Fault Evaluation (Senior Geologist)	0	hrs.	@	\$82.00	\$0.00
Concrete Pavement Core (6" dia, 8" thick core, \$300 min.)	2	ea.	@	\$90.00	\$300.00
Soil Drilling and Continuous Sampling (0 to 20 ft)	60	ft.	@	\$18.00	\$1,080.00
Soil Drilling and Intermittent Sampling (20 to 30 ft)	30	ft.	@	\$16.00	\$480.00
Asphalt Pavement Patching	2	ea.	@	\$25.00	\$50.00
Grout Holes (Cement-Bentonite)	65	ft.	@	\$5.00	\$325.00
Install Piezometers	25	ft.	@	\$14.00	\$350.00
Piezometer Caps	1	ea.	@	\$60.00	\$60.00
Piezometer Readings (Technician)	4	hrs.	@	\$44.00	\$176.00
Plug and Abandon Piezometers	25	ft.	@	\$12.00	\$300.00
On-site Standby Time, if incurred (3-man Crew)	0	hrs.	@	\$175.00	\$0.00
Vehicle Charge	9	hrs.	@	\$7.50	\$67.50
	<b>SUBTOTAL</b>				<b>\$4,573.50</b>
<b>B. GEOTECHNICAL LABORATORY TESTING</b>					
Atterberg Limits (ASTM D-4318)	9	ea.	@	\$53.00	\$477.00
Passing No. 200 Sieve (ASTM D-1140)	9	ea.	@	\$41.00	\$369.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	1	ea.	@	\$49.00	\$49.00
Particle Size Analysis w/ Hydrometer (ASTM D-422)	0	ea.	@	\$150.00	\$0.00
Moisture Content (ASTM D-2216)	27	ea.	@	\$8.00	\$216.00
Unconfined Compression (ASTM D-2166)	0	ea.	@	\$39.00	\$0.00
Unconsolidated-Undrained Test (ASTM D-2850)	9	ea.	@	\$54.00	\$486.00
	<b>SUBTOTAL</b>				<b>\$1,597.00</b>
<b>C. ENGINEERING ANALYSES &amp; REPORT</b>					
Senior Engineer, P.E.	2	hrs.	@	\$123.00	\$246.00
Project Engineer, P.E.	16	hrs.	@	\$96.00	\$1,536.00
Staff Engineer, E.I.T.	8	hrs.	@	\$82.00	\$656.00
Draftsman	4	hrs.	@	\$50.00	\$200.00
Word Processor	2	hrs.	@	\$45.00	\$90.00
Reproduction (3 final copies included)	3	copies	@	\$30.00	\$90.00
	<b>SUBTOTAL</b>				<b>\$2,818.00</b>
<b>ESTIMATED GEOTECHNICAL FEE</b>					<b>\$8,988.50</b>

September 18, 2013

Mr. Don Huml  
Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, Texas - 77024

**Subject: Traffic Signal Design – Queensbury/Town & Country Blvd Intersection  
Houston, Texas**

Dear Mr. Huml,

Gunda Corporation, LLC (GUNDA) is pleased to submit this proposal to Memorial City Redevelopment Authority (MCRA) to provide professional engineering services for the design and construction of Traffic Signals at the intersection of Queensbury and Town & Country Blvd intersection within the boundaries of MCRA in the City of Houston, Texas.

### **Project Understanding**

We understand that a traffic signal warrant study was conducted and City of Houston has approved installation of traffic signal at the subject intersection. MCRA would like to install decorative traffic signal poles and paver crosswalks similar to the intersection of Kimberly Lane and Town & Country Blvd.

### **Scope of Services**

GUNDA will provide following services in support of design and construction of traffic signals and related improvements at the subject intersection.

- Project Management
- Agency Coordination
- Design Phase Services
- Bidding Phase Services
- Construction Phase Engineering Services
- Construction Management & Inspection Services

Detailed scope is included in the Exhibit A.

### **Project Schedule**

We anticipate completing design phase services in 4 months after authorization to proceed. We estimate another 8 months for bidding and construction phases.

## **Client Supplied information**

Please provide following documents at the start of the project:

- Executed Task Order
- As-built drawings for the improvements at the intersection of Kimberly Lane and Town & Country Blvd
- City of Houston letter approving the traffic signal installation at the subject intersection
- Any previous studies or drawings for the project area

## **Proposed Fee**

For services to be rendered on this project, we suggest a compensation of \$80,000.00 on a lump-sum fee basis. Our fee does not include agency review fees, bid advertisement costs and other fees. Detailed Level of effort is included as Exhibit B. Surveying services proposal from Kuo & Associates, Inc. is included as Exhibit C. Any services that are not part of this task order will be considered as additional services and will be billed at the rates included in the master agreement.

We appreciate the opportunity to submit this proposal, and trust that we can perform the work satisfactorily in accordance with your needs. Should you have any questions on this proposal please do not hesitate to call.

Respectfully submitted,

GUNDA CORPORATION, LLC



Ramesh Gunda, P. E., P.T.O.E.  
President

Attachments:      Exhibit A – Scope of services  
                          Exhibit B – Level of Effort  
                          Exhibit C – Surveying Services Proposal

GUNDA will provide following services for the design and construction of traffic signals at the intersection of Queensbury and Town & Country Blvd.

## **I. PROJECT MANAGEMENT**

- Prepare detailed project schedule with milestones for MCRA review and approval.
- Prepare monthly progress reports and invoices
- Attend Board meetings and other MCRA meetings requested by Executive director during the course of the project
- Prepare meeting minutes with action items
- Perform Quality Assurance and Quality Control throughout the project duration

## **II. AGENCY COORDINATION**

- Meet with City of Houston Public Works and Engineering Department to establish design requirements and review schedules
- Prepare design progress review submittals and incorporate review comments
- Coordinate and obtain power service location from CenterPoint Energy
- Coordinate and obtain approvals from private utility companies
- Obtain City of Houston approvals and Signatures

## **III. DESIGN PHASE SERVICES**

- Conduct field investigations
- Perform topographic surveying services through subconsultant
- Develop preliminary design drawings for:
  - Paver Crosswalks
  - Sidewalks and wheel chair ramps
  - Construction traffic control plan
  - Storm Water Pollution Prevention Plan (SWPPP)
  - Signing & pavement markings
  - Traffic signal layout
  - Special details for pavers
  - Special details for decorative poles
  - Standard details
- Preliminary Specifications
- Preliminary material quantity take-offs
- Develop Final construction documents incorporating MCRA and City of Houston comments

#### **IV. BIDDING PHASE SERVICES**

- Prepare Invitation for Bid documents and assist MCRA in advertising and receiving bids from contractors
- Tabulate bids, verify contractor information and recommend successful bidder for MCRA board's consideration
- Prepare contract documents for execution of contract with the successful contractor

#### **V. CONSTRUCTION PHASE SERVICES (PHASE III SERVICES)**

- Engineer will make monthly site visits during times contractor is actively performing major construction activities.
- Engineer will submit Construction observation/status report to construction manager after each site visit
- Engineer will respond to Request for Information (RFI) from Contractor
- Engineer will review shop drawings and submittals for concurrence with the construction documents
- Engineer will assist Construction Manager in resolving issues uncovered in the field by contractor
- Engineer will attend final walkthrough with Construction Manager and contractor
- Engineer will prepare record drawings from the as-built redlines provided by the contractor

#### **VI. CONSTRUCTION MANAGEMENT & INSPECTION SERVICES**

- Construction Manager will provide overall management of construction activities and his role will be different from the Engineer of Record.
- Construction Manager will conduct and facilitate all progress meetings during construction
- Construction Manager will prepare monthly pay estimates for MCRA Executive Director and Board's approval.
- Construction manager will prepare change orders if necessary for MCRA approval
- Construction Manager will attend board or other MCRA meetings as requested by Executive Director
- Construction inspector will be on-site inspecting all the major construction work such as pavers, foundations, traffic signal pole installation, cabinet installation and traffic signal turn on
- Construction inspector will coordinate with City of Houston inspectors in acceptance of traffic signals by City of Houston
- Construction Manager will facilitate the substantial completion walkthrough with City of Houston and MCRA and prepare the punch list

- Construction Manager will facilitate the final walkthrough and project acceptance with City of Houston and MCRA
- Construction Manager will prepare the project closeout and project acceptance documents

Task	PIC	PM	PE	CAD	Clerical	Proj. Admin	CM	Inspector	Total	Expenses	Cost	
<b>Project Management</b>												
Project Schedule		4							4		\$700.00	
Monthly Reports & invoices		6				12			18		\$2,370.00	
Meetings/Minutes	2	10							12	\$100.00	\$2,400.00	
QA/QC		4							4		\$700.00	
<b>Agency Coordination</b>												
COH Meetings		1	4						5	\$100.00	\$875.00	
Design Submittals			4						4		\$600.00	
Utility Coordination/Approvals			4						4	\$100.00	\$700.00	
<b>Design Phase Services</b>												
Filed Investigations		2	4						6	\$100.00	\$1,050.00	
Paver Crosswalks		2	8	20					30		\$3,350.00	
Sidewalks & Wheel Chair Ramps		2	6	16					24		\$2,690.00	
Construction Traffic Control Plan		1	4	10					15		\$1,675.00	
SWPPP		1	4	6					11		\$1,315.00	
Signing & Pavement Markings		1	4	10					15		\$1,675.00	
Traffic Signal Design		10	24	48					82		\$9,670.00	
Special/Standard Details		1	4	10					15		\$1,675.00	
Specifications		1	4						5		\$775.00	
Cost Estimates		1	8						9		\$1,375.00	
Sealed Construction Document		1	6	10	4				21	\$100.00	\$2,335.00	\$35,930.00
												7.2% of Project Cost
<b>Bidding Phase Services</b>												
Preparation of IFB		2	6						8		\$1,250.00	
Attend Pre-bid Meeting and prepare addendum			4							\$100.00	\$700.00	
Contract Award		1	4						5		\$775.00	
Preparation of Construction Contract		1	4						5		\$775.00	\$3,500.00
												0.7% of Project Cost
<b>Construction Phase Services</b>												
Monthly Site Visits			14						14	\$200.00	\$2,300.00	
Monthly Observation/Status Reports			7						7		\$1,050.00	
Response to RFIs		2	8						10		\$1,550.00	
Shop Drawings/Submittals Review			4						4		\$600.00	
Engineering Consultations		2	4						6		\$950.00	
Final Walkthrough			4						4	\$50.00	\$650.00	
Record Drawings		1	2	5					8	\$50.00	\$975.00	\$8,075.00
												1.6% of Project Cost
<b>CM&amp;I Services</b>												
Monthly Progress Meetings							28		28	\$300.00	\$5,060.00	
Monthly Pay Estimates							14		14		\$2,380.00	
Prepare Change Orders							6		6		\$1,020.00	
External Meetings							10		10	\$100.00	\$1,800.00	
Inspection								84	84	\$700.00	\$9,940.00	
COH Coordination								4	4	\$50.00	\$490.00	
Substantial completion walkthru and punch list							4	4	8	\$100.00	\$1,220.00	
Final Walkthrough								4	4	\$50.00	\$490.00	
Project close-out							2		2		\$340.00	\$22,740.00
												4.6% of Project Cost
<b>Total Hours</b>	2	57	149	135	4	12	64	96	519			
<b>Rate</b>	\$275.00	\$175.00	\$150.00	\$90.00	\$65.00	\$110.00	\$170.00	\$110.00				
<b>Basic Services</b>	\$550.00	\$9,975.00	\$22,350.00	\$12,150.00	\$260.00	\$1,320.00	\$10,880.00	\$10,560.00	\$68,045.00	\$2,200.00	\$70,245.00	
<b>Surveying (KUO)</b>								\$9,062.00	1.08		\$9,786.96	
<b>Total Fee</b>												<b>\$80,031.96</b>

September 18, 2013

Mr. Ramesh Gunda, PE, PTOE  
President  
Gunda Corporation  
6161 Savoy, Suite 550  
Houston, TX 77036

Re: Intersection Survey at Queensbury Lane and Town & Country Blvd., Houston, Texas

Dear Mr. Gunda:

Kuo & Associates, Inc. is pleased to submit this proposal to perform topographic survey services for the above referenced intersection:

The scope of work and fee will be as follows:

#### SCOPE OF WORK

Survey shall conform to all requirements as outlined in the latest City of Houston Design Manual, Chapter 2 – Survey Requirements and the City of Houston Code of Ordinances, Chapter 33, Article IV. According to the requirements, the scope for survey will be including the following tasks:

Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. According to the requirement of the City, if applicable, the datum will be tied to the City of Houston CORS datum based on the NGS CORS (GPS) monument observations. The nearby TSARP monument will also be tied to the survey and an equation will be provided in between surveyed elevation (on the CORS datum) and published elevation of the TSARP (on NAVD 88, 2001 adj).

1. Perform topographic surveying of the entire intersection and approximately 250 linear feet along each direction from the ER at the intersection to include all visible improvements, utilities and elevations at desired locations/cross sections within the width as specified in the Chapter 2 of the City of Houston Design Manual as applicable.
2. Survey Cross sections at every 100 feet interval along the project route, unless otherwise instructed.
3. Attempt will be made to recover and verify sufficient monumentation along the existing roadway to establish estimated right-of-way lines for topographic surveying scope. Task of establishing estimated ROW may involve some limited abstracting and deed research, however, detail boundary category survey is excluded in determination.
4. Utility research including contacting utility companies and obtaining record drawings (if any) from the City of Houston file room.
5. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.

6. Invert existing manholes and inlets and delineate above and underground utility features on the plan only.
7. Plan view drawings will be prepared containing all topographic information and visible utility features according to the COH standards, as applicable, in AutoCAD or compatible format.
8. A survey control map will be prepared to the COH standard showing swing ties to traverse and baseline points as well as TBM's. Sketch of each City of Houston monuments either found or set will be included on the survey control map. The survey control map will be signed and sealed by a responsible professional in charge of the project.
9. Submission of the survey field books and ASCII files.
10. New City of Houston monuments will be established or/and existing City monuments (if any) will be recovered and updated to the new datum as per the City of Houston Ordinance and in accordance to Design Manual Section 2.06 D & E. Approval of Survey control map by the City Survey Section (if applicable) as mentioned on the Item 8 is contingent upon of this item.

Probing or any excavation work to obtain utility information is beyond the scope of project and also in compliance with the City of Houston requirements, electric and communication manholes will not be opened under the scope of this project. The information on electric and communication cable/conduit lines are typically shown based on the available record drawings.

**FEE & SCHEDULE:**

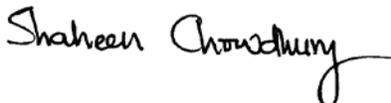
The estimated 'not to exceed' fee is shown below as per the attached rate schedule & man-hours.

Item	Description	Fee
Item 1 to 9	Topo survey and drawings	<b>\$7,342.00</b>
Item 10	Establishing COH Monument	<b>\$1,720.00</b>

We can complete the above work in 30 days upon receiving your authorization to proceed. We could provide you the versions of preliminary drawings as we progress if necessary for your use.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Regards,



Shaheen Chowdhury, R.P.L.S.

## Estimated Cost

<b>Level of Efforts: Intersection Survey -</b>							
ITEM	Principal \$150.00	RPLS \$125.00	SIT \$90.00	CADD \$75.00	3 men Crew \$134.00	Hrs	Cost
Control			2		4	6	\$716.00
Field work					20	20	\$2,680.00
Limited Utility Research			4			4	\$360.00
ROW delineation for topo survey		1	8			9	\$845.00
Topo and Utility Plan			2	16		18	\$1,380.00
Survey control map		1		4	4	9	\$961.00
QA/QC		2				2	\$250.00
Project Management	1					1	\$150.00
Total Hrs	1	4	16	20	28	69	
<b>Total Cost</b>							<b>\$7,342.00</b>

<b>Setting COH Monument (if required)</b>							
	Principal \$150.00	RPLS \$115.00	SIT \$90.00	CADD \$75.00	2 men Crew \$105.00	Hrs	Cost
Setting new COH Monument		2	6	4	6	18	\$1,720.00

<b>Grand Total</b>							<b>\$9,062.00</b>
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September 16, 2013

Don Huml, Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Reference: Briar Branch Stormwater Detention Basin Utility Relocation  
LAN Project No.: 130-10384-011  
WBS No. N-T17000-0011-6  
**Reytec Construction Resources, Inc. Payment No. 02**

Dear Mr. Huml:

Reytec Construction Resources, Inc. (Reytec) has submitted estimate No. 02 in the amount of \$6204.20 for construction services rendered through August 31, 2013.

Based on our review, Reytec has complied with all requirements stated in the estimate and we recommend payment of **\$6204.20** to Reytec.

The following billing information is to be used for payment:

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

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

Sincerely,

FJR, Rafael Ortega, P.E.  
Vice President

RO:rlb:cf

Enclosures: Reytec Construction Payment no. 02

Approved:   
Date: 09-16-13  
Code: 7000-1731A



# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER):  
 Memorial City Redevelopment Authority  
 8955 Katy Fwy, Suite 215  
 Houston, Texas 77024  
 Ph. 713-829-5720; Fax 713-647-6448

PROJECT:  
 Utility Relocation Project

APPLICATION NO: 2  
 PERIOD TO: 8/31/2013  
 PROJECT NO: 2149

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

VIA (ARCHITECT):  
 LAN  
 2925 Briar Park Drive, Suite 400  
 Houston, Texas 77042  
 Ph. 713-266-6900; Fax 713-266-0342

## CONTRACTOR'S APPLICATION FOR

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner			
TOTAL			
Approved this Month			
Number	Date		
1	8/23/2013		-\$13,472.78
TOTALS \$			

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: [Signature] Date: 9/16/2013  
 CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: [Signature] Date: 9/16/2013

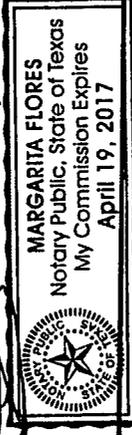
## ARCHITECT'S CERTIFICATE FOR PAYMENT

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.

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

1. ORIGINAL CONTRACT SUM..... \$ 329,821.05
  2. Net change by Change Order..... \$ -\$13,472.78
  3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 316,348.27
  4. TOTAL COMPLETED & STORED TO DATE..... \$ 316,348.27
  5. RETAINAGE:
    - a. 5 % of Completed Work \$15,817.41
    - b. 0 % of Stored Material
- Total Retainage (Line 5a + 5b or) \$ 15,817.41
6. TOTAL EARNED LESS RETAINAGE..... \$ 300,530.86  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 294,326.66
8. CURRENT PAYMENT DUE..... \$ 6,204.20
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 15,817.41  
 (Line 3 less Line 6)

State of: Texas County of: Harris  
 Subscribed and sworn to before me this 16 day of September 2013  
 Notary Public  
 My Commission expires: \_\_\_\_\_



AMOUNT CERTIFIED..... \$ \_\_\_\_\_  
 (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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In Tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: Final

APPLICATION DATE: 8/31/2013

PERIOD TO: 8/31/2013

ITEM #	DESCRIPTION	QTY	UOM	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED		MONTHLY BILLING	TOTAL COMPLETED QTY	TOTAL BILLING TO DATE	% COMPLETE	
						PREVIOUS QTY	THIS APPLICATION QTY					
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	1.00		\$ -	1.00	15,000.00	100.00%	
2	Inlet Protection Barrier	100	LF	\$ 0.01	\$ 1.00	100.00		\$ -	100.00	1.00	100.00%	
3	Reinforced filter Fabric Barrier	830	LF	\$ 0.01	\$ 8.30	830.00		\$ -	830.00	8.30	100.00%	
4	Remove and replace Controlled Access Gate	1	LS	\$ 0.01	\$ 0.01	1.00		\$ 0.01	1.00	0.01	100.00%	
5	Site Restoration	1169	LF	\$ 0.01	\$ 11.69	1,169.00		\$ -	1,169.00	11.69	100.00%	
6	Trench Safety System	1169	LF	\$ 0.01	\$ 11.69	1,169.00		\$ -	1,169.00	11.69	100.00%	
7	8-inch Water Line in 16-inch casing	40	LF	\$ 200.00	\$ 8,000.00	40.00		\$ -	40.00	8,000.00	100.00%	
8	8-inch Water Line by Open-cut or Trenchless Construction	260	LF	\$ 100.00	\$ 26,000.00	260.00		\$ -	260.00	26,000.00	100.00%	
9	8-inch Wet Connection	1	EA	\$ 5,000.00	\$ 5,000.00	1.00		\$ 5,000.00	1.00	5,000.00	100.00%	
10	8-inch Cut, Plug & Abandon	1	EA	\$ 0.01	\$ 0.01	1.00		\$ 0.01	1.00	0.01	100.00%	
11	8-inch x 8-inch Tapping Sleeve & Valve, with box	1	EA	\$ 6,000.00	\$ 6,000.00	1.00		\$ -	1.00	6,000.00	100.00%	
12	8-inch Gravity Sanitary Sewer	869	LF	\$ 270.00	\$ 234,630.00	869.00		\$ -	869.00	234,630.00	100.00%	
13	Sanitary Sewer Manholes	4	EA	\$ 5,000.00	\$ 20,000.00	4.00		\$ -	4.00	20,000.00	100.00%	
14	Roadway excavation	490	CY	\$ 0.01	\$ 4.90	490.00		\$ -	490.00	4.90	100.00%	
15	Remove and Dispose of Reinforced Concrete Pavement, with or without Asphalt Overlay	1458.5	SY	\$ 0.01	\$ 14.60	1,458.50		\$ -	1,458.50	14.59	100.00%	
16	Lime Stabilized Subgrade 6-inch	1579	SY	\$ 0.01	\$ 15.79	1,579.00		\$ -	1,579.00	15.79	100.00%	
17	Lime for Lime-Stabilized Subgrade	20	Tons	\$ 0.01	\$ 0.20	20.00		\$ -	20.00	0.20	100.00%	
18	Board Expansion Joint with Load Transfer Device	160	LF	\$ 0.01	\$ 1.60	160.00		\$ -	160.00	1.60	100.00%	
19	Horizontal dowels, All Lengths	640	EA	\$ 0.01	\$ 6.40	640.00		\$ -	640.00	6.40	100.00%	
20	Saw Cut Concrete Pavement	680	LF	\$ 0.01	\$ 6.80	680.00		\$ -	680.00	6.80	100.00%	
21	8-inch Concrete Pavement High Early Strength	1458.5	SY	\$ 0.01	\$ 14.59	1,458.50		\$ -	1,458.50	14.59	100.00%	
22	Concrete Curb, All Heights	650	LF	\$ 0.01	\$ 6.50	650.00		\$ 6.50	650.00	6.50	100.00%	
Extra Unit Price Table												
22	6' Overexcavate Trench Bottom	0	LF	\$ 4.00	\$ -			\$ -	0.00	0.00	100.00%	
23	Excavation around Obstructions	1	CY	\$ 30.00	\$ 30.00	1.00		\$ -	1.00	30.00	100.00%	
24	Extra Hand Excavation	4	CY	\$ 15.00	\$ 60.00	4.00		\$ -	4.00	60.00	100.00%	
25	Extra Machine Excavation	0	CY	\$ 20.00	\$ -			\$ -	0.00	0.00	100.00%	
26	Extra Placement of Backfill Materials	0	CY	\$ 6.00	\$ -			\$ -	0.00	0.00	100.00%	
27	Extra ductile iron compact fittings in place	0	Tons	\$ 2,000.00	\$ -			\$ -	0.00	0.00	100.00%	
28	Street Cut Permit Fee	0	GA	\$ 2,500.00	\$ -			\$ -	0.00	0.00	100.00%	
29	Harris County flood control Permit	0.148	CA	\$ 2,500.00	\$ 370.00			\$ 370.00	0.15	370.00	100.00%	
30	Asphalt Speed Bumps	1	EA	\$ 1,154.20	\$ 1,154.20			\$ 1,154.20	1.00	1,154.20	100.00%	
<b>TOTALS</b>										<b>\$ 316,348.27</b>	<b>\$ 6,530.72</b>	<b>\$ 316,348.27</b>



September 11, 2013

Don Huml, Executive Director  
Memorial City Redevelopment Authority  
8955 Katy Freeway, Suite 215  
Houston, Texas 77024

Reference: Barryknoll Lane East – Roadway and Drainage Improvements  
LAN Project No.: 130-10384-005  
WBS No. T-170015-0001-3  
**Texas Sterling Construction Co. Payment No. 05**

Dear Mr. Huml:

Texas Sterling Construction Co. (TSC) has submitted estimate No. 05 in the amount of \$849,722.65 for construction services rendered through August 31, 2013.

Based on our review, TSC has complied with all requirements stated in the estimate and we recommend payment of **\$849,722.65** to TSC.

The following billing information is to be used for payment:

Texas Sterling Construction Co.  
20810 Fernbush  
Houston, TX 77073

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

Sincerely,

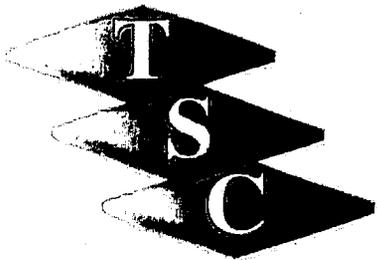
Rafael Ortega, P.E.  
Vice President

RO:rlb:cf

Enclosures: TSC Construction Payment No. 05

Approved:   
Date: 09-16-13  
Code: 7000-1715A





September 5, 2013

Lockwood, Andrews & Newnam, Inc.  
2925 Briarpark Drive  
Houston, Texas 77042-3720

Reference: Barryknoll East Drainage and Reconstruction Project  
WBS No. T-170015-0001-3  
Subject: Estimate no. 5 (invoice no. 1302-05).  
Correspondence letter no.: 28

Attention: Mr. Muhammad Ali, PE  
Project Manager

Dear Sir:

We have enclosed estimate no. 5, invoice no. 1302-05, and monthly MBE/SBE report for the referenced project. Should you have questions or need additional information please contact me at (281) 951-3535. Your review and approval is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Garrison, PE', is written over a faint, circular stamp or watermark.

Greg Garrison, PE  
Vice President  
Texas Sterling Construction, Co.

GG/gg  
Attachments  
Cc: file

**TEXAS STERLING CONSTRUCTION CO.**

20810 FERNBUSH • HOUSTON, TEXAS 77073 • (281) 821-9091 • FAX (281) 821-2995

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Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Aug '13		Totodate Qty	Totodate Amount	Contact Total	Previous Month Totodate
						Monthly Qty	Monthly Amount				
500000	1	Mobilization	LS	1	\$24,000.00	0.08	\$1,920.00	0.48	\$11,520.00	\$24,000.00	0.40
502000	2	Traffic Control and Regulation	LS	1	\$72,000.00	0.08	\$5,760.00	0.40	\$28,800.00	\$72,000.00	0.32
9922	3	Uniformed Police Officers	HR	2920	\$37.00	173.00	\$6,401.00	1,749.50	\$64,731.50	\$108,040.00	1,576.50
512190	4	Portable Concrete Low Profile Traffic Barrier Inst	LF	1450	\$9.00	0.00	\$0.00	1,260.00	\$11,340.00	\$13,050.00	1,260.00
512390	5	Portable Concrete Low Profile Traffic Barrier Move	LF	1450	\$4.00	0.00	\$0.00	1,000.00	\$4,000.00	\$5,800.00	1,000.00
512195	6	Portable Concrete Low Profile Traffic Barrier Inst	LF	875	\$9.00	0.00	\$0.00	0.00	\$0.00	\$7,875.00	0.00
512395	7	Portable Concrete Low Profile Traffic Barrier Move	LF	1400	\$3.00	0.00	\$0.00	450.00	\$1,350.00	\$4,200.00	450.00
512495	8	Portable Concrete Low Profile Traffic Barrier Remo	LF	925	\$7.00	0.00	\$0.00	0.00	\$0.00	\$6,475.00	0.00
512490	9	Portable Concrete Low Profile Traffic Barrier Remo	LF	1400	\$7.00	0.00	\$0.00	0.00	\$0.00	\$9,800.00	0.00
10	10	Tree and Plant Protection	LS	1	\$33,000.00	0.00	\$0.00	0.16	\$5,280.00	\$33,000.00	0.16
11	11	Filter Fabric Fence inlet protection (Stage 1)	LF	790	\$1.30	0.00	\$0.00	0.00	\$0.00	\$1,027.00	0.00
12	12	Sandbags Inlet Protection (Stage 2)	LF	500	\$1.30	92.00	\$119.60	170.00	\$221.00	\$650.00	78.00
13	13	Stabilized Construction Access	LS	1	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$2,500.00	0.00
<b>B1 TOTAL - GENERAL ITEMS</b>											
							<b>\$14,200.60</b>		<b>\$127,242.50</b>	<b>\$288,417.00</b>	
670015	14	Construct Type-C Manhole (48-inch diameter) on Box	EA	11	\$1,700.00	0.00	\$0.00	0.00	\$0.00	\$18,700.00	0.00
670010	15	Construct Type C Manhole, Complete in Place	EA	6	\$4,000.00	3.00	\$12,000.00	7.00	\$28,000.00	\$24,000.00	4.00
104212	16	Remove and Dispose of 12-inch Diameter Storm Sewer	LF	63	\$15.00	0.00	\$0.00	0.00	\$0.00	\$945.00	0.00
104218	17	Remove and Dispose of 18-inch Diameter Storm Sewer	LF	295	\$15.00	0.00	\$0.00	230.00	\$3,450.00	\$4,425.00	230.00
104224	18	Remove and Dispose of 24-inch Diameter Storm Sewer	LF	564	\$15.00	102.00	\$1,530.00	195.00	\$2,925.00	\$8,460.00	93.00
104236	19	Remove and Dispose of 36-inch Diameter Storm Sewer	LF	67	\$15.00	0.00	\$0.00	0.00	\$0.00	\$1,005.00	0.00
104254	20	Remove and Dispose of 54-inch Diameter Storm Sewer	LF	410	\$28.00	0.00	\$0.00	0.00	\$0.00	\$11,480.00	0.00
104260	21	Remove and Dispose of 60-inch Diameter Storm Sewer	LF	1225	\$30.00	0.00	\$0.00	0.00	\$0.00	\$36,750.00	0.00
104266	22	Remove and Dispose of 66-inch Diameter Storm Sewer	LF	110	\$30.00	0.00	\$0.00	0.00	\$0.00	\$3,300.00	0.00
104272	23	Remove and Dispose of 72-inch Diameter Storm Sewer	LF	890	\$30.00	583.00	\$17,490.00	583.00	\$17,490.00	\$26,700.00	0.00
104700	24	Remove and Dispose of existing Inlets,all types	EA	23	\$510.00	1.00	\$510.00	11.00	\$5,610.00	\$11,730.00	10.00
104800	25	Remove and Dispose of existing Manholes,all types	EA	18	\$500.00	0.00	\$0.00	5.00	\$2,500.00	\$9,000.00	5.00
610000	26	Provide Trench Safety System	LF	3499	\$1.00	669.00	\$669.00	990.00	\$990.00	\$3,499.00	321.00
630806	27	Construct Box Culvert-Precast 8' x 6' Storm	LF	5197.32	\$446.00	1,166.00	\$520,036.00	1,166.00	\$520,036.00	\$2,318,004.72	0.00
630805	28	Construct Box Culvert - Precast 5-foot x 8-foot St	LF	26	\$460.00	0.00	\$0.00	0.00	\$0.00	\$11,960.00	0.00
610060	29	Construct 60-inch Reinforced Concrete Pipe, Complete	LF	49	\$350.00	0.00	\$0.00	20.00	\$7,000.00	\$17,150.00	20.00
610024	30	Construct 29-inch x 45-inch Elliptical Reinforced C	LF	30	\$250.00	32.00	\$8,000.00	32.00	\$8,000.00	\$7,500.00	0.00
610036	31	Construct 36-inch Reinforced Concrete Pipe, Complete	LF	10	\$300.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00
610030	32	Construct 30-inch Reinforced Concrete Pipe, Complete	LF	33	\$140.00	0.00	\$0.00	0.00	\$0.00	\$4,620.00	0.00
610024	33	Construct 24-inch Reinforced Concrete Pipe Storm L	LF	710	\$90.00	91.00	\$8,190.00	390.00	\$35,100.00	\$63,900.00	299.00
610018	34	Construct 18-inch Reinforced Concrete Pipe Storm L	LF	40	\$90.00	0.00	\$0.00	0.00	\$0.00	\$3,600.00	0.00
35	35	Construct Box Culvert-Precast 8-foot x 5-foot Stor	EA	1	\$900.00	0.00	\$0.00	0.00	\$0.00	\$900.00	0.00
36	36	Construct 60-inch Diameter Plug, Complete in Place	EA	1	\$900.00	0.00	\$0.00	1.00	\$900.00	\$900.00	1.00
660200	37	Construct Type A Inlet - Complete in Place	EA	3	\$2,500.00	1.00	\$2,500.00	1.00	\$2,500.00	\$7,500.00	0.00
660000	38	Construct Type C Inlet-Complete in Place	EA	8	\$3,000.00	0.00	\$0.00	5.00	\$15,000.00	\$24,000.00	5.00
660050	39	Construct Type BB Inlet- Complete in Place	EA	15	\$2,500.00	1.00	\$2,500.00	5.00	\$12,500.00	\$37,500.00	4.00

TSC Invoice # 1302-05  
 July 27, 2013 thru August 31, 2013  
 Barryknoll East Drainage and Roadway Reconstruction Project  
 WBS No. T-170015-003

Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Aug '13		Monthly Amount	Totodate Qty	Totodate Amount	Contact Total	Previous Month Totodate
						Monthly Qty	Amount					
40	40	Construct Junction to Box Culvert from new Lateral	EA	20	\$700.00	1.00	\$700.00	1.00	1.00	\$700.00	\$14,000.00	0.00
671000	41	Construct Junction Box # 107-B, Complete in Place	EA	1	\$50,000.00	1.00	\$50,000.00	1.00	1.00	\$50,000.00	\$50,000.00	0.00
671020	42	Construct Junction Box #124, Including MH, Rings a	EA	0	\$50,000.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	0.00
671030	43	Construct Junction Box #121, Including MH, Rings a	EA	0	\$50,000.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	0.00
671040	44	Construct Junction Box #136, Including MH, Ring a	EA	0	\$50,000.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	0.00
45	45	Furnish and Install Ring Grates	EA	10	\$500.00	0.00	\$0.00	0.00	0.00	\$0.00	\$5,000.00	0.00
46	46	Furnish and Install 48" Flap Valve, Complete in P	EA	2	\$16,000.00	0.00	\$0.00	0.00	0.00	\$0.00	\$32,000.00	0.00
<b>B2 TOTAL - STORM SEWER ITEMS</b>							<b>\$624,125.00</b>			<b>\$712,701.00</b>	<b>\$2,761,528.72</b>	
710000	47	Provide Trench Safety System for Water Line	LF	1040	\$1.00	78.00	\$78.00	78.00	586.00	\$586.00	\$1,040.00	508.00
721012	48	Furnish and Install 12-inch Water line by Trenchle	LF	20	\$250.00	0.00	\$0.00	0.00	0.00	\$0.00	\$5,000.00	0.00
721008	49	Furnish and Install 8-inch Water line by Trenchles	LF	3207	\$65.00	122.40	\$7,956.00	122.40	3,403.60	\$221,234.00	\$208,455.00	3,281.20
715008	50	Furnish and Install 8-inch DIP Water Line w/ Restr	LF	343	\$170.00	0.00	\$0.00	0.00	434.80	\$73,916.00	\$58,310.00	434.80
716008	51	Furnish and Install 8-inch Water Line w/ Restraine	LF	232	\$140.00	0.00	\$0.00	0.00	11.70	\$1,638.00	\$32,480.00	11.70
731016	52	Furnish and Install 8-inch Water Line in 16-inch C	LF	274	\$150.00	0.00	\$0.00	0.00	245.20	\$36,780.00	\$41,100.00	245.20
712008	53	Furnish and Install 8-inch DIP Water Line, Pressur	LF	54	\$170.00	0.00	\$0.00	0.00	0.00	\$0.00	\$9,180.00	0.00
721002	54	Furnish and Install 2-inch Water Line by Trenchles	LF	12	\$201.00	0.00	\$0.00	0.00	0.00	\$0.00	\$2,412.00	0.00
721004	55	Furnish and Install 4-inch Water Line by Trenchles	LF	25	\$150.00	0.00	\$0.00	0.00	7.20	\$1,080.00	\$3,750.00	7.20
716006	56	Furnish and Install 6-inch Water Line with Restrai	LF	10	\$210.00	0.00	\$0.00	0.00	0.00	\$0.00	\$2,100.00	0.00
750806	57	Furnish and Install 8-inch Tapping Sleeve and Valv	EA	1	\$4,000.39	0.00	\$0.00	0.00	1.00	\$4,000.39	\$4,000.39	1.00
760002	58	Wet Connection to Existing 2-inch Waterline	EA	3	\$1,000.00	0.00	\$0.00	0.00	0.00	\$0.00	\$3,000.00	0.00
770002	59	Cut, Plug and Abandon Existing 2-inch Waterline	EA	3	\$300.00	0.00	\$0.00	0.00	0.00	\$0.00	\$900.00	0.00
760006	60	Wet Connection to Existing 6-inch Water Line	EA	1	\$1,800.00	0.00	\$0.00	0.00	0.00	\$0.00	\$1,800.00	0.00
770006	61	Cut, Plug and Abandon Existing 6-inch Water Line	EA	1	\$500.00	0.00	\$0.00	0.00	0.00	\$0.00	\$500.00	0.00
760008	62	Wet Connection to Existing 8-inch Water Line	EA	12	\$2,000.00	0.00	\$0.00	0.00	4.00	\$8,000.00	\$24,000.00	4.00
770008	63	Cut, Plug and Abandon Existing 8-inch Water Line	EA	13	\$700.00	0.00	\$0.00	0.00	5.00	\$3,500.00	\$9,100.00	5.00
760012	64	Wet Connection to Existing 12-inch Water Line	EA	1	\$2,100.00	0.00	\$0.00	0.00	0.00	\$0.00	\$2,100.00	0.00
770012	65	Cut, Plug and Abandon Existing 12-inch Water Line	EA	1	\$800.00	0.00	\$0.00	0.00	0.00	\$0.00	\$800.00	0.00
780100	66	Furnish and Install Fire Hydrant Assembly w/6-inch	EA	7	\$4,000.00	0.00	\$0.00	0.00	3.00	\$12,000.00	\$28,000.00	3.00
780150	67	Furnish and Install 6-inch Fire Hydrant Lead, Open	LF	50	\$70.00	0.00	\$0.00	0.00	16.20	\$1,134.00	\$3,500.00	16.20
780005	68	5/8" to 1" Diameter Copper Service Connection, Sho	EA	12	\$1,000.00	0.00	\$0.00	0.00	0.00	\$0.00	\$12,000.00	0.00
780010	69	5/8" to 1" Diameter Copper Service Connection, Lon	EA	4	\$1,500.00	0.00	\$0.00	0.00	0.00	\$0.00	\$6,000.00	0.00
780015	70	1.5" to 2" Diameter Copper Service Connection, Sho	EA	2	\$1,100.00	1.00	\$1,100.00	1.00	1.00	\$1,100.00	\$2,200.00	0.00
780020	71	1.5" to 2" Diameter Copper Service Connection, Lon	EA	10	\$1,700.00	0.00	\$0.00	0.00	0.00	\$0.00	\$17,000.00	0.00
<b>B3 TOTAL WATER LINE ITEMS</b>							<b>\$9,134.00</b>			<b>\$364,968.39</b>	<b>\$478,727.39</b>	
810000	72	Provide Trench Safety System for Sanitary Sewer	LF	2841	\$1.00	36.00	\$36.00	36.00	2,673.00	\$2,673.00	\$2,841.00	2,637.00
830100	73	Remove and Dispose of Sanitary Sewer Manholes	EA	14	\$500.00	1.00	\$500.00	1.00	12.00	\$6,000.00	\$7,000.00	11.00
830100	74	Construct Sanitary Sewer Manhole, Complete in Plac	EA	17	\$4,000.00	0.00	\$0.00	0.00	14.00	\$56,000.00	\$68,000.00	14.00
811021	75	Construct 21-inch Sanitary Sewer, Complete in Plac	LF	58	\$150.00	0.00	\$0.00	0.00	63.00	\$9,450.00	\$8,700.00	63.00
830321	76	Remove and Dispose 21-inch Sanitary Sewer	LF	1646	\$5.00	0.00	\$0.00	0.00	1,651.00	\$8,255.00	\$8,230.00	1,651.00

Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Aug '13 Qty	Monthly Amount	Todate Qty	Todate Amount	Contact Total	Previous Month Totale		
811020	77	Construct 20-inch Sanitary Sewer, Pressure Class 1	LF	1588	\$140.00	0.00	\$0.00	1,604.00	\$222,560.00	\$222,320.00	1,604.00		
830318	78	Remove and Dispose 18-inch Sanitary Sewer	LF	20	\$5.00	0.00	\$0.00	0.00	\$0.00	\$100.00	0.00		
811018	79	Construct 18-inch Sanitary Sewer, Pressure Class 1	LF	20	\$220.00	0.00	\$0.00	0.00	\$0.00	\$4,400.00	0.00		
811016	80	Construct 16-inch San Sew, Class 150 PSI	LF	43	\$140.00	0.00	\$0.00	5.00	\$700.00	\$6,020.00	5.00		
830315	81	Remove and Dispose of 15-inch Sanitary Sewer	LF	43	\$5.00	0.00	\$0.00	5.00	\$25.00	\$215.00	5.00		
811012	82	Construct 12-inch Sanitary Sewer, Pressure Class 1	LF	1080	\$110.00	0.00	\$0.00	1,029.00	\$113,190.00	\$118,800.00	1,029.00		
830312	83	Remove and Dispose 12-inch Sanitary Sewer	LF	1080	\$5.00	0.00	\$0.00	203.00	\$1,015.00	\$5,400.00	203.00		
830308	84	Remove and Dispose 8-inch Sanitary Sewer	LF	52	\$5.00	36.00	\$180.00	45.00	\$225.00	\$260.00	9.00		
811008	85	Construct 8-inch Sanitary Sewer, Pressure Class 15	LF	52	\$100.00	36.00	\$3,600.00	70.00	\$7,000.00	\$5,200.00	34.00		
811000	86	Service Stubs or Reconnections without Stack on Sa	EA	6	\$1,200.00	0.00	\$0.00	10.00	\$12,000.00	\$7,200.00	10.00		
810100	87	Bypass Pumping	LS	1	\$40,000.00	0.00	\$0.00	1.00	\$40,000.00	\$40,000.00	1.00		
<b>B4 TOTAL SANITARY SEWER ITEMS</b>											<b>\$4,316.00</b>	<b>\$481,093.00</b>	<b>\$504,686.00</b>
104000	88	Remove and Dispose of Reinforced Concrete Pavement	SY	12840	\$2.00	2,617.78	\$5,235.56	6,888.78	\$13,777.56	\$25,680.00	4,271.00		
104105	89	Remove and Dispose of Driveways (all Materials, Al	SY	983	\$2.00	305.92	\$611.84	562.95	\$1,125.90	\$1,966.00	257.03		
104110	90	Remove and Dispose of Sidewalks (All Materials, Al	SY	1138	\$2.00	513.33	\$1,026.66	513.33	\$1,026.66	\$2,276.00	0.00		
373000	91	Construct Concrete Curb, All Heights, Complete in	LF	4380	\$3.00	651.00	\$1,953.00	1,538.00	\$4,614.00	\$13,140.00	887.00		
262060	92	Construct Lime/Fly-Ash Stabilized Subgrade, 6-inch	SY	14165	\$6.00	2,147.44	\$12,884.64	5,680.54	\$34,083.24	\$84,990.00	3,533.10		
260000	93	Furnish Lime for Lime Stabilized Subgrade, Complet	TON	205	\$160.00	36.10	\$5,776.00	114.31	\$18,289.60	\$32,800.00	78.21		
390050	94	Construct 7-inch High Early Strength Concrete, Inc	SY	940	\$70.00	320.92	\$22,464.40	562.95	\$39,406.50	\$65,800.00	242.03		
371010	95	Construct 10-inch Reinforced Concrete Pavement, Co	SY	12320	\$58.00	1,508.21	\$87,476.18	3,637.23	\$210,959.34	\$714,560.00	2,129.02		
96	96	Sawcut Exist Pavement	LF	1246	\$5.00	56.00	\$280.00	460.00	\$2,300.00	\$6,230.00	404.00		
110000	97	Earthwork, Roadway Excavation and Embankment	CY	2464	\$15.00	332.88	\$4,993.20	1,975.98	\$29,639.70	\$36,960.00	1,643.10		
390200	98	Construct ADA Accessible Wheelchair Ramps, Complet	SF	2860	\$12.00	541.18	\$6,494.16	541.18	\$6,494.16	\$34,320.00	0.00		
390201	99	Furnish and Install ADA Detectable Warning Pavers,	SY	27	\$120.00	4.36	\$523.20	4.36	\$523.20	\$3,240.00	0.00		
330006	100	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	258	\$100.00	197.82	\$19,782.00	197.82	\$19,782.00	\$25,800.00	0.00		
330302	101	Construct 1 1/2 -inch Asphalt Concrete Surface Cour	TON	65	\$130.00	10.12	\$1,315.60	10.12	\$1,315.60	\$8,450.00	0.00		
390100	102	Construct 4 1/2-inch Concrete Sidewalk, Complete in P	SF	19222	\$6.00	474.00	\$2,844.00	2,462.37	\$14,774.22	\$115,332.00	1,988.37		
1030	103	Remove and Reinstall Existing Mailbox and Post	EA	7	\$150.00	0.00	\$0.00	0.00	\$0.00	\$1,050.00	0.00		
1040	104	Remove and Reconstruct Existing Brick Mailbox Stru	EA	1	\$350.00	0.00	\$0.00	0.00	\$0.00	\$350.00	0.00		
371005	105	Board Expansion Joint with or without Load Transfe	LF	1360	\$4.00	91.50	\$366.00	478.10	\$1,912.40	\$5,440.00	386.60		
1060	106	Horizontal Dowels, All Lengths	EA	2300	\$1.00	182.00	\$182.00	338.00	\$338.00	\$2,300.00	156.00		
372000	107	Concrete Pavement Header	LF	420	\$5.00	0.00	\$0.00	286.00	\$1,430.00	\$2,100.00	286.00		
108	108	Remove and Dispose of Asphalt Pavement, Including	SY	160	\$25.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00		
<b>B5 TOTAL PAVING ITEMS</b>											<b>\$174,208.44</b>	<b>\$401,792.08</b>	<b>\$1,186,784.00</b>
109	109	Drill Shaft (Traf Signal Pole) (24-in)(Pedestals	LF	18	\$125.00	0.00	\$0.00	6.00	\$750.00	\$2,250.00	6.00		
110	110	Drill Shaft (Traffic Signal Pole) (30-Inch)	LF	46	\$160.00	0.00	\$0.00	46.00	\$7,360.00	\$7,360.00	46.00		
111	111	25' Traffic Signal Pole	EA	2	\$4,400.00	1.00	\$4,400.00	1.00	\$4,400.00	\$8,800.00	0.00		
112	112	30' Traffic Signal Pole	EA	1	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00	\$4,500.00	0.00		
113	113	40' Traffic Signal Pole	EA	1	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	\$6,000.00	0.00		

Barryknoll East Drainage and Roadway Reconstruction Project  
WBS No. T-170015-003

TSC Invoice # 1302-05  
July 27, 2013 thru August 31, 2013

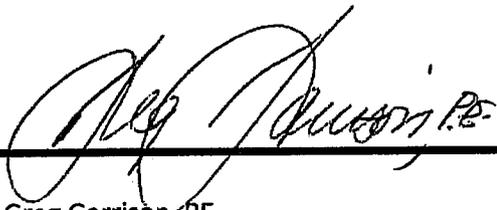
Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Aug '13 Monthly Qty	Monthly Amount	Todate Qty	Todate Amount	Contact Total	Previous Month Totdate
114	114	Ped Pole Assembly	EA	2	\$800.00	0.00	\$0.00	0.00	\$0.00	\$1,600.00	0.00
115	115	Push Button Pole Assembly	EA	1	\$600.00	0.00	\$0.00	0.00	\$0.00	\$600.00	0.00
116	116	Saw Cut	LF	316	\$5.00	0.00	\$0.00	0.00	\$0.00	\$1,580.00	0.00
117	117	Traffic Signal Construction	EA	1	\$2,400.00	0.00	\$0.00	0.00	\$0.00	\$2,400.00	0.00
118	118	Temporary Traffic Signals	EA	1	\$6,000.00	0.00	\$0.00	0.50	\$3,000.00	\$6,000.00	0.50
119	119	Removal of Concrete Foundations	EA	4	\$500.00	0.00	\$0.00	0.00	\$0.00	\$2,000.00	0.00
120	120	Remove Traffic Signal Pole Assembly	EA	4	\$400.00	0.00	\$0.00	0.00	\$0.00	\$1,600.00	0.00
121	121	Electrical Service (UL TYPE 3R)	EA	1	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00
122	122	Traffic Signal Pull box (5-TY B)	EA	5	\$500.00	0.00	\$0.00	0.00	\$0.00	\$2,500.00	0.00
123	123	1 1/2-inch (TRENCH) Conduit PVC (Sched 80)	LF	30	\$10.00	0.00	\$0.00	0.00	\$0.00	\$300.00	0.00
124	124	2-inch (TRENCH) Conduit PVC (Sched 80)	LF	20	\$10.00	0.00	\$0.00	30.00	\$300.00	\$200.00	30.00
125	125	3-inch (TRENCH) Conduit PVC (SCHED 80)	LF	42	\$12.00	0.00	\$0.00	0.00	\$0.00	\$504.00	0.00
126	126	4-inch (TRENCH) Conduit PVC (SCHED 80)	LF	81	\$14.00	0.00	\$0.00	8.00	\$112.00	\$1,134.00	8.00
127	127	4-inch (BORE) Conduit PVC (SCHED 80)	LF	532	\$15.00	80.00	\$1,200.00	80.00	\$1,200.00	\$7,980.00	0.00
128	128	Loop Detector Wire Cable	LF	1152	\$5.50	0.00	\$0.00	0.00	\$0.00	\$6,336.00	0.00
129	129	Loop Detector Lead-in-Cable	LF	958	\$1.25	0.00	\$0.00	0.00	\$0.00	\$1,197.50	0.00
130	130	VEH SIG SEC (12 INCH) INC (GRN) LED	EA	6	\$170.00	0.00	\$0.00	0.00	\$0.00	\$1,020.00	0.00
131	131	VEH SIG SEC (12 INCH) INC (VEL) LED	EA	6	\$170.00	0.00	\$0.00	0.00	\$0.00	\$1,020.00	0.00
132	132	VEH SIG SEC (12 INCH) INC (RED) LED	EA	6	\$170.00	0.00	\$0.00	0.00	\$0.00	\$1,020.00	0.00
133	133	Back Plate (12 INCH) (3 SEC)	EA	6	\$75.00	0.00	\$0.00	0.00	\$0.00	\$450.00	0.00
134	134	PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	6	\$450.00	0.00	\$0.00	0.00	\$0.00	\$2,700.00	0.00
135	135	TRF SIG CBL (TY A) (14 AWG) ( 3 CONDR)	LF	320	\$1.00	0.00	\$0.00	0.00	\$0.00	\$320.00	0.00
136	136	TRF SIG CBL (TY A) (14 AWG) ( 5 CONDR)	LF	336	\$1.25	0.00	\$0.00	0.00	\$0.00	\$420.00	0.00
137	137	TRF SIG CBL (TY A) (14 AWG) ( 7 CONDR)	LF	1262	\$1.50	0.00	\$0.00	0.00	\$0.00	\$1,893.00	0.00
138	138	ELECT CONDR (NO. 8) BARE	LF	347	\$0.80	0.00	\$0.00	0.00	\$0.00	\$277.60	0.00
139	139	Signal Power (NO. 4 THHN)	LF	31	\$2.00	0.00	\$0.00	0.00	\$0.00	\$62.00	0.00
140	140	Detector Unit	EA	3	\$625.00	0.00	\$0.00	0.00	\$0.00	\$1,875.00	0.00
141	141	Phase Selector	EA	2	\$2,300.00	0.00	\$0.00	0.00	\$0.00	\$4,600.00	0.00
142	142	Optical Detector Cable	LF	631	\$1.50	0.00	\$0.00	0.00	\$0.00	\$946.50	0.00
143	143	Controller Cabinet 340 ITS	EA	1	\$19,000.00	0.00	\$0.00	0.00	\$0.00	\$19,000.00	0.00
144	144	Model 2070 Controller	EA	1	\$2,600.00	0.00	\$0.00	0.00	\$0.00	\$2,600.00	0.00
145	145	Battery Backup System	EA	1	\$5,600.00	0.00	\$0.00	0.00	\$0.00	\$5,600.00	0.00
146	146	Audible Pedestrian Signal Units	EA	4	\$1,500.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00
<b>B6 TOTAL ELECTRICAL &amp; SIGNAL ITEMS</b>										<b>\$27,622.00</b>	<b>\$118,645.60</b>
147	147	Install Raised Reflective Pavement Markers-Type I	EA	115	\$4.00	0.00	\$0.00	0.00	\$0.00	\$460.00	0.00
148	148	Install Thermoplastic Pavement Markings (4-inch, S	LF	360	\$0.50	0.00	\$0.00	0.00	\$0.00	\$180.00	0.00
149	149	Install Thermoplastic Pavement Markings (4-inch Br	LF	4550	\$0.50	0.00	\$0.00	0.00	\$0.00	\$2,275.00	0.00
150	150	Install Thermoplastic Pavement Markings (4-inch, S	LF	4600	\$0.50	0.00	\$0.00	0.00	\$0.00	\$2,300.00	0.00
151	151	Install Thermoplastic Pavement Markings (12-nch So	LF	680	\$3.00	0.00	\$0.00	0.00	\$0.00	\$2,040.00	0.00
152	152	Install Thermoplastic Pavement Markings(24-inch So	LF	610	\$6.00	0.00	\$0.00	0.00	\$0.00	\$3,660.00	0.00
<b>B6 TOTAL ELECTRICAL &amp; SIGNAL ITEMS</b>										<b>\$16,100.00</b>	<b>\$118,645.60</b>

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Aug '13 Monthly Qty	Monthly Amount	Todate Qty	Todate Amount	Contact Total	Previous Month Totale
153	153	Install Thermoplastic Pavement Markings (Word)	EA	2	\$160.00	0.00	\$0.00	0.00	\$0.00	\$320.00	0.00
154	154	Install Thermoplastic Pavement Markings (Arrow)	EA	4	\$160.00	0.00	\$0.00	0.00	\$0.00	\$640.00	0.00
155	155	Placement of Permanent Signs	SF	235	\$40.00	0.00	\$0.00	0.00	\$0.00	\$9,400.00	0.00
156	156	Remove Existing Signs	SF	225	\$6.00	0.00	\$0.00	0.00	\$0.00	\$1,350.00	0.00
<b>B7 TOTAL SIGNING &amp; PAVE MARKS ITEMS</b>							<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$22,625.00</b>	<b>0.00</b>
157	157	Construct 4-inch x 8-inch, 60mm, Concrete Unit Pav	SF	1350	\$16.00	0.00	\$0.00	0.00	\$0.00	\$21,600.00	0.00
158	158	Furnish and Install Sod	SY	178	\$5.00	0.00	\$0.00	0.00	\$0.00	\$890.00	0.00
159	159	Fine Grading	SY	178	\$3.00	0.00	\$0.00	0.00	\$0.00	\$534.00	0.00
160	160	Prepared Backfill Mix	LS	1	\$2,100.00	0.00	\$0.00	0.00	\$0.00	\$2,100.00	0.00
161	161	65 Gallon Savannah Holly (Ilex Attenuata Var Savan	EA	8	\$700.00	0.00	\$0.00	0.00	\$0.00	\$5,600.00	0.00
162	162	65 Gallon Bald Cypress (Taxodium Distichum) 3-inch	EA	3	\$700.00	0.00	\$0.00	0.00	\$0.00	\$2,100.00	0.00
163	163	30 Day Truck Watering Sod	LS	1	\$1,300.00	0.00	\$0.00	0.00	\$0.00	\$1,300.00	0.00
<b>B8 TOTAL LANDSCAPE ITEMS</b>							<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>\$34,124.00</b>	<b>0.00</b>
164	164	Re-Mobilization/De-Mobilization	LS	1	\$30,000.00	0.00	\$0.00	0.00	\$0.00	\$30,000.00	0.00
165	165	Uniformed Police Officer	HR	736	\$25.00	0.00	\$0.00	0.00	\$0.00	\$18,400.00	0.00
166	166	Ground Water Trench Dewatering	LF	100	\$42.00	0.00	\$0.00	0.00	\$0.00	\$4,200.00	0.00
167	167	Excavation Around Obstructions	CY	200	\$30.00	0.00	\$0.00	0.00	\$0.00	\$6,000.00	0.00
168	168	Extra Hand Excavation	CY	200	\$15.00	0.00	\$0.00	0.00	\$0.00	\$3,000.00	0.00
169	169	Extra Machine Excavation	CY	200	\$20.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00
170	170	Extra Placement of Backfill Material	CY	200	\$6.00	0.00	\$0.00	0.00	\$0.00	\$1,200.00	0.00
171	171	6-inches Over Excavation of Trench Bottom	LF	2500	\$4.00	0.00	\$0.00	0.00	\$0.00	\$10,000.00	0.00
172	172	Extra 18-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$60.00	0.00	\$0.00	0.00	\$0.00	\$600.00	0.00
173	173	Extra 24-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$65.00	0.00	\$0.00	0.00	\$0.00	\$650.00	0.00
174	174	Extra 30-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$70.00	0.00	\$0.00	0.00	\$0.00	\$700.00	0.00
175	175	Extra 29-inch x 45-inch Elliptical Reinforced Concr	LF	10	\$100.00	0.00	\$0.00	0.00	\$0.00	\$1,000.00	0.00
176	176	Extra 60-inch Reinforced Concrete Pipe Storm Sewer	LF	10	\$155.00	0.00	\$0.00	0.00	\$0.00	\$1,550.00	0.00
177	177	Construct 6-inch Hot Mix Asphalt Base Course (Type	TON	15	\$150.00	0.00	\$0.00	6.60	\$990.00	\$2,250.00	6.60
178	178	Construct 1 1/2-inch Hot Mix Asphalt Concrete Surf	TON	7	\$250.00	0.00	\$0.00	0.00	\$0.00	\$1,750.00	0.00
179	179	Extra Ductile Iron Compact Fittings	EA	4	\$2,000.00	0.00	\$0.00	0.00	\$0.00	\$8,000.00	0.00
180	180	Extra Fittings in Place	EA	8	\$500.00	0.00	\$0.00	0.00	\$0.00	\$4,000.00	0.00
181	181	Temporary Detour Pavement	SY	1500	\$46.33	313.32	\$14,516.12	462.32	\$21,419.29	\$69,495.00	149.00
182	182	Temporary Special Shoring	SF	500	\$30.00	0.00	\$0.00	0.00	\$0.00	\$15,000.00	0.00
183	183	Extra 7-inch High Early Strength Concrete, Includi	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00
184	184	Extra 10-inch High Early Strength Concrete	SY	100	\$50.00	0.00	\$0.00	0.00	\$0.00	\$5,000.00	0.00
185	185	Furnish Cement Slurry for Lime Stabilized Subgrade, Complet Certified Flagmen	TON	240	\$179.30	17.00	\$3,048.10	53.00	\$9,502.90	\$43,032.00	36.00
<b>C TOTAL EXTRA UNIT PRICE TABLE</b>							<b>\$22,604.22</b>	<b>470.00</b>	<b>\$7,050.00</b>	<b>\$11,040.00</b>	<b>134.00</b>
185	185	Early Completion of Phase 1, Barryknoll Lane from	DAY	10	\$5,000.00	0.00	\$0.00	0.00	\$0.00	\$50,000.00	0.00

TSC Viewpoint Phase	Bid Item	Description	Units	Bid Qty	Unit Price	Aug '13 Monthly Qty	Monthly Amount	Todate Qty	Todate Amount	Contact Total	Previous Month	Todate
186	186	Early Completion of Phase 2A, Barryknoll Lane from	DAY	10	\$5,000.00	0.00	\$0.00	0.00	\$0.00	\$50,000.00	0.00	0.00
187	187	Early Completion of Phase 2B, Barryknoll Lane	DAY	10	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$40,000.00	0.00	0.00
188	188	Early Completion of Phase 3, Barryknoll Lane from	DAY	5	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$20,000.00	0.00	0.00
		<b>D TOTAL CONTRACTOR INCENTIVES</b>					<b>\$0.00</b>		<b>\$0.00</b>	<b>\$160,000.00</b>		
189	189	Street Cut Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	0.25	\$625.00	\$2,500.00	0.25	0.25
190	190	TxDOT Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$2,500.00	0.00	0.00
191	191	Harris County Flood Control District Permit Fee	LS	1	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	\$2,500.00	1.00	1.00
		<b>E TOTAL CASH ALLOWANCE TABLE</b>					<b>\$0.00</b>		<b>\$3,125.00</b>	<b>\$7,500.00</b>		
		<b>Change order no. 1</b>										
192-new		Precast lids, concrete collars (replace Junc Box B136)	EA	1	\$11,929.75	0.00	\$0.00	0.00	\$0.00	\$11,929.75	0.00	0.00
192-new		Construct Type C Manhole (60" diameter) on Box	EA	2	\$2,437.00	0.00	\$0.00	0.00	\$0.00	\$4,874.00	0.00	0.00
		<b>Change order no. 2</b>								<b>\$16,803.75</b>		
192		Remove shoring at 21", 18", 15" and 12" sanitary sewer	LF	1994	\$26.38	1,128.00	\$29,756.64	1,128.00	\$29,756.64	\$52,601.72	0.00	0.00
							<b>\$29,756.64</b>		<b>\$29,756.64</b>	<b>\$52,601.72</b>		
		Total earned							\$2,187,262.80			
		5% retainage							\$109,363.14			
		Previously Paid							\$1,228,177.01			
		Monthly estimate							\$849,722.65			

Roadway Reconstruction Project  
WBS No. T-170015-0001-3  
August 2013 Monthly MBE/SBE Report

	Paid To date MBE 14%	Paid To date SBE 8%	Estimated Totals MBE 14%	Estimated Totals SBE 8%	Percent Complete MBE Goal	Percent Complete SBE Goal
<b><u>14% MBE Summary</u></b>						
DNA Trucking	\$151,466.00		\$304,080.00		49.81%	
H&E Aggregate	\$198,412.11		\$355,687.50		55.78%	
Maintenance to Go	\$7,237.50		\$37,885.50		19.10%	
Reliable Signal	\$11,522.00		\$119,230.00		9.66%	
	<u>\$368,637.61</u>				<u>6.28%</u>	
<b><u>8% SBE Summary</u></b>						
Batterson		\$22,423.12		\$34,790.70		64.45%
CPSI (Paving supplies)		\$19,523.19		\$16,000.00		122.02%
El Dorado Paving		\$41,528.12		\$258,373.70		16.07%
Mickie Services		\$2,725.00		\$2,725.00		100.00%
Professional Traffic Control		\$74,460.60		\$158,288.00		47.04%
		<u>\$160,660.03</u>				<u>2.73%</u>



Greg Garrison, PE  
Vice Preseident  
Texas Sterling Construction, Co.

9/4/2013

Document 00642

MONTHLY SUBCONTRACTOR PAYMENT REPORTING FORM

Legal Project Name: BARRYKNDLL EAST DRAINAGE AND ROADWAY RECONSTRUCTION PROJEC

Outline Agreement No.: \_\_\_\_\_ WBS No.: T-171015-0001-3

Contractor's Company Name: TEXAS STERLING CONSTRUCTION, CO.

Address: 20810 FERN BUSH, HOUSTON, TEXAS 77073

CERTIFICATION

GREG GARRISON, P.E., Contractor's Representative for the above reference Contract, hereby certifies that (1) Contractor has paid all subcontractors, except those noted below, (2) Contract 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 firm furnishing work, materials, services or equipment Contractor ordered incorporated into Work or placed near the Project for which the City made partial payment.

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

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

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

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

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

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

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

[Signature]  
(Signature of Contractor's Representative)

GREG GARRISON, P.E.  
(Print or Type Name of Contractor's Representative)

9/5/2013  
Date

SWORN TO AND SUBSCRIBED before me on:  


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

My Commission Expires: 2/25/2017  
Expiration Date

Teresa L. Brown  
Print or Type Name of Notary Public

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project Barryknoll – Memorial City Redevelopment

The signer of the document has been paid and has received a progress payment in the sum of \$ \$5,589.40 for all labor, services, equipment or materials furnished to the property or to Texas Sterling Construction Co. (person with whom signer contracted) on the property of Memorial City Redevelopment (owner) located at Memorial City (location) to the following extent: Pavement Markings (job description).

The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

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

COMPANY NAME: Batterson, LLP

BY: Ross Reed

TITLE: Chief Financial Officer

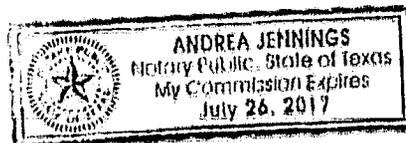
SIGNATURE: [Signature] DATE: 9-10-2013

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on the 10th day of September, 2013, by Ross Reed, Chief Financial Officer, of Batterson LLP for the consideration herein expressed, on behalf of same

[Signature]  
Notary Public in and for the  
STATE OF TEXAS





955 Judiway  
Houston, Texas 77018  
Phone: (713) 688-5433  
Fax: (713) 688-5688

August 15, 2013

Texas Sterling Construction Co.  
20810 Fernbush Lane  
Houston, TX 77073  
Certified Mail/Return Receipt Requested: 7012 2920 0000 3190 8033

Memorial City Redevelopment Authority  
820 Gessner Road  
Suite 1530  
Houston, TX 77024-4495  
Certified Mail/Return Receipt Requested: 7012 2920 0000 3190 8040

RE: Project: Barryknoll – Memorial City Redevelopment  
Prime Contractor: Texas Sterling Construction Co.

This shall serve as notice that Batterson, LLP has a claim in the amount of \$\$1,515.50 and \$4,073.90 for labor performed and/or materials delivered during the month(s) of April and June, 2013 on the referenced project. The labor and/or materials delivered are generally described as Traffic Control and Highway Striping. Such labor and/or materials were delivered for Texas Sterling Construction Co. pursuant to the terms of a written contract [or] purchase order, signed quote, a copy of which is attached hereto [or] per an oral agreement with Texas Sterling Construction Co.

Attached hereto is our Sworn Statement of Account.

This notice is sent in compliance with Chapter 2253 of the Texas Government Code.

Dated this 15th day of August, 2013.

Sincerely,

Batterson, LLP  
Ross Reed, CFO

STATE OF TEXAS \*  
\*  
COUNTY OF HARRIS \*

**SWORN STATEMENT OF ACCOUNT**

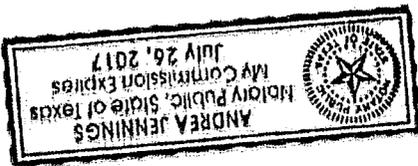
**BEFORE ME**, the undersigned notary public, on this day personally appeared Ross Reed, who, after being by me duly sworn did depose and say:

1. My name is Ross Reed. I am the CFO of Batterson, LLP, and am authorized to make this affidavit.
2. Batterson, LLP has a claim in the amount of \$ 1,515.50 and \$ 4,073.90 for labor performed and/or materials delivered during the month(s) of April and June, 2013 for Barryknoll – Memorial City Redevelopment.
3. The amount of this claim is just and correct, and all lawful offsets, payments and credited known to the undersigned claimant have been allowed.
4. The amount of any retainage applicable to the account on which the claim is made which have not yet become due by virtue of the terms of the contract on which the above claim is made is \$ -0-.
5. The invoices or statements attached hereto are true and correct copies of the originals of same which were sent to Texas Sterling.

By: Ross Reed  
Printed Name: Ross Reed  
Title: CFO

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Andrea Jennings  
Notary Public in and for the  
STATE OF TEXAS



Application No: 2  
Invoice No: 23796  
Invoice Date: 4/30/2013  
Period To: 4/30/2013  
Project No: 19212PV  
Contract Date: 3/11/2013

Project: TEXAS STERLING - BARRYKNOLL  
  
Via(Architect/ Engineer): TX1302

To(OWNER): TEXAS STERLING  
20810 Fernbush  
Houston, TX 77073-3599  
  
From: Batterson, L.L.P.  
955 Judiway  
Houston, TX 77018  
(713) 688-5433

For:

Contract sum.....	40,780.70
Completed to date.....	5,250.00
Retainage.....	0.00
Total earned less retainage.....	5,250.00
Previous billings.....	3,850.00
Current payment due.....	1,400.00
Sales tax.....	115.50
Total due.....	1,515.50

Application No: 2  
 Invoice No: 23796  
 Invoice Date: 4/30/2013  
 Period To: 4/30/2013  
 Project No: 19212PV  
 Contract Date: 3/11/2013

Project: TEXAS STERLING - BARRYKNOLL

Via(Architect): TX1302  
 Engineer

To(OWNER): TEXAS STERLING  
 20810 Fernbush  
 Houston, TX 77073-3599

From: Batterson, L.L.P.  
 955 Judiway  
 Houston, TX 77018  
 (713) 688-5433

For:

No.	Description	Estimated Quantity	Unit Price	Total Cost	Completed Units	Current Value	Prior Value	Current Period	Due This Request
147	672 2010 INSTALL RAISED REFL	115 EA	3.90	448.50	0	0.00	0.00	0.00	0.00
148	666 2012 INSTALL THERMOPLAST	360 LF	0.47	169.20	0	0.00	0.00	0.00	0.00
149	666 2003 INSTALL THERMOPLAST	4,550 LF	0.47	2,138.50	0	0.00	0.00	0.00	0.00
150	666 2111 INSTALL THERMOPLAST	4,600 LF	0.47	2,162.00	0	0.00	0.00	0.00	0.00
151	666 2126 INSTALL THERMOPLAST	680 LF	2.80	1,904.00	0	0.00	0.00	0.00	0.00
152	666 2132 INSTALL THERMOPLAST	610 LF	5.60	3,416.00	0	0.00	0.00	0.00	0.00
153	666 2096 INSTALL THERMOPLAST	2 EA	160.00	320.00	0	0.00	0.00	0.00	0.00
154	666 2054 INSTALL THERMOPLAST	4 EA	160.00	640.00	0	0.00	0.00	0.00	0.00
155	644 2007 PLACEMENT OF PERMAN	235 SF	40.00	9,400.00	0	0.00	0.00	0.00	0.00
156	644 2060 REMOVE EXISTING SIG	225 SF	5.70	1,282.50	0	0.00	0.00	0.00	0.00
5020	500 2001 MOBILIZATION	1 LS	3,500.00	3,500.00	0.9	3,150.00	3,150.00	0.00	0.00
5022	502 2001 TRAFFIC CONTROL & R	11 MO	1,400.00	15,400.00	1.5	2,100.00	700.00	1.00	1,400.00
6000	662 2099 WK ZN PAV MRK REMOV	0.001 LF	0.60	0.00	0	0.00	0.00	0.00	0.00
				<u>40,780.70</u>		<u>5,250.00</u>	<u>3,850.00</u>	<u>1.00</u>	<u>1,400.00</u>

Application No: 4  
Invoice No: 24004  
Invoice Date: 6/30/2013  
Period To: 6/30/2013  
Project No: 19212PV  
Contract Date: 3/11/2013

Project: TEXAS STERLING - BARRYKNOLL

Via(Architect): TX1302  
Engineer

To(OWNER): TEXAS STERLING  
20810 Fernbush  
Houston, TX 77073-3599  
  
From: Batterson, L.L.P.  
955 Judiciary  
Houston, TX 77018  
(713) 688-5433

For:

Contract sum.....	42,786.50
Completed to date.....	10,608.40
Retainage.....	0.00
Total earned less retainage.....	10,608.40
Previous billings.....	6,650.00
Current payment due.....	3,958.40
Sales tax.....	115.50
Total due.....	4,073.90

Application No: 4  
 Invoice No: 24004  
 Invoice Date: 6/30/2013  
 Period To: 6/30/2013  
 Project No: 19212PV  
 Contract Date: 3/11/2013

20810 Fernbush  
 Houston, TX 77073-3599

Via(Architect): TX1302  
 Engineer

From: Batterson, L.L.P.  
 955 Judiway  
 Houston, TX 77018  
 (713) 688-5433

For:

No.	Description	Estimated Quantity	Unit Price	Total Cost	Completed Units	Current Value	Prior Value	Current Period	Due This Request
147	672 2010 INSTALL RAISED REFL	115 EA	3.90	448.50	0	0.00	0.00	0.00	0.00
148	666 2012 INSTALL THERMOPLAST	360 LF	0.47	169.20	0	0.00	0.00	0.00	0.00
149	666 2003 INSTALL THERMOPLAST	4,550 LF	0.47	2,138.50	0	0.00	0.00	0.00	0.00
150	666 2111 INSTALL THERMOPLAST	4,600 LF	0.47	2,162.00	0	0.00	0.00	0.00	0.00
151	666 2126 INSTALL THERMOPLAST	680 LF	2.80	1,904.00	0	0.00	0.00	0.00	0.00
152	666 2132 INSTALL THERMOPLAST	610 LF	5.60	3,416.00	0	0.00	0.00	0.00	0.00
153	666 2096 INSTALL THERMOPLAST	2 EA	160.00	320.00	0	0.00	0.00	0.00	0.00
154	666 2054 INSTALL THERMOPLAST	4 EA	160.00	640.00	0	0.00	0.00	0.00	0.00
155	644 2007 PLACEMENT OF PERMAN	235 SF	40.00	9,400.00	0	0.00	0.00	0.00	0.00
156	644 2060 REMOVE EXISTING SIG	225 SF	5.70	1,282.50	0	0.00	0.00	0.00	0.00
5020	500 2001 MOBILIZATION	1 LS	3,500.00	3,500.00	0.9	3,150.00	3,150.00	0.00	0.00
5022	502 2001 TRAFFIC CONTROL & R	11 MO	1,400.00	15,400.00	3.5	4,900.00	3,500.00	1.00	1,400.00
6000	662 2099 WK ZN PAV MRK REMOV	0.001 LF	0.60	0.00	921	552.60	0.00	921.00	552.60
CO1-1	WKZN PM REM (Y) 4" (SLD)	483 LF	1.30	627.90	483	627.90	0.00	483.00	627.90
CO1-2	WKZN PM REM (W) 24" (SLD)	32 LF	8.10	259.20	32	259.20	0.00	32.00	259.20
CO1-3	ELIM EXT PM & MRKS (4")	967 LF	1.10	1,063.70	967	1,063.70	0.00	967.00	1,063.70
CO1-4	ELIM EXT PM & MRKS (24")	11 LF	5.00	55.00	11	55.00	0.00	11.00	55.00
						10,608.40	6,650.00	2,415.00	3,958.40