

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

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JOINT MEETING OF THE BOARDS OF DIRECTORS

FEBUARY 28, 2019

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REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY/TIRZ NO. 5  
MEETING OF FEBRUARY 28, 2019**

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NOTICE OF JOINT MEETING  
AT UNITED WAY BUILDING, 50 WAUGH DRIVE, HOUSTON, TEXAS 77007  
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY  
AND  
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS

**TO: THE BOARDS OF DIRECTORS OF THE MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Memorial-Heights Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Five, City of Houston, Texas, (the "Zone") on **THURSDAY, FEBRUARY 28, 2019, at 10:00 A.M., at the UNITED WAY BUILDING, 50 WAUGH DRIVE, HOUSTON, TEXAS 77007**, open to the public, to consider, discuss, and adopt such orders, resolutions, or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. **Minutes of previous meetings:**
  - a. Approve Authority minutes of November 15, 2018; 3
  - b. Approve Zone minutes of November 15, 2018; 7
2. **President Report (Authority only):**
  - a. Briefing on proposed Hanover Project;
  - b. Approve Development Agreement between the Authority and Hanover R.S. Limited Partnership; 9
  - c. Report on Zone term extension, Project Plan and Reinvestment Zone Financing Plan amendments;
  - d. Approve Amendment No. 2 to Amended and Restated Development Agreement among the Authority, the Zone, Regent Square, et al.; 43
  - e. Approve ULI membership; 47
  - f. Update on website development;
  - g. Authorize other appropriate action;
3. **Projects and Engineering (Authority only):**
  - a. **Receive Projects Committee Report:** 48
    - i) Approve J/C Work Authorization No. 1, Amendment No. 6 [general services]; 49
    - ii) Receive J/C 2019 Rate and Expense Reimbursement Schedules10; 51
  - b. **Houston Avenue/White Oak Drive Intersection** [CIP Project T-0520]:
    - i) Update on construction matters [RAC Industries, LLC]; 53
  - c. **Little Thicket** [CIP Project T-0521]:
    - i) Update on project development;
    - ii) Approve J/C Work Authorization No. 6, Amendment No. 2; 58
  - d. **Shepherd/Durham** [CIP Project T-0523A/B] and **Selected Cross Streets** [CIP Project T-0528] **Reconstruction:**
    - i) Update on project development;
  - e. **Yale and Center Street** [CIP Project T-0529]:
    - i) Update on HISP grant application;
  - f. **Heights Boulevard Bicycle and Pedestrian Safety Improvements** [CIP Project T-0527]:
    - i) Update on project development;
  - g. Approve related pay estimates or change orders, or other design, construction, or management contract administration items, and authorize other appropriate action;
4. **Financial matters (Authority only):**
  - a. Receive Finance Committee Report;
  - b. Receive Financial Report Summary, including account and fund activity statements; 73
  - c. Authorize payment of invoices; 83
  - d. Approve Financial Investment Procedures; 267
  - e. Approve Depository Pledge Agreement [Prosperity Bank]; 268
  - f. Receive Tax Increment Report [Equi-Tax, Inc.]; 281
  - g. Approve fee Letter Agreement between the Authority and Masterson Advisors LLC; 282
  - h. Approve Amendment to Consulting Services Agreement [SMW Principle Solutions, Inc.]; 284

- i. Authorize preparation of budget for fiscal year ending June 30, 2020;
- j. Authorize other appropriate action;
- 5. **Receive Attorney Report;**
- 6. **Executive Session** (*Authority only, the Zone will recess for duration of closed session*):
  - a. **Convene executive session** for attorney consultation on authorized matters pursuant to Open Meetings Act, § 551.071, Government Code; deliberations regarding purchase, exchange, lease, or value of real property pursuant to Open Meetings Act, §551.072, Government Code; and/or deliberations regarding economic development negotiations pursuant to Open Meetings Act, § 551.087, Government Code;
  - b. **Reconvene public session** and authorize appropriate action regarding executive session discussion;
- 7. **Receive comments and questions from the public;**
- 8. **Consider, confirm, or ratify actions of the Authority, as necessary** (*Zone only*);
- 9. **Adjourn.**



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SKLaw, Attorneys for the Authority and the Zone

**MINUTES OF REGULAR MEETING  
OF  
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

NOVEMBER 15, 2018

The Board of Directors (the "Board") of Memorial-Heights Redevelopment Authority (the "Authority"), convened in special session, open to the public, at 50 Waugh Drive, Houston, Texas 77007, on the 15<sup>th</sup> day of November, 2018, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Alejandro Colom	Vice Chair
Tom Kvinta	Secretary
Bryan Brown	Director
Janice Hale-Harris	Director
Christopher David Manriquez	Director
Dr. Robert Stein	Director

and all of said persons were present, thus constituting a quorum.

Also present at the meeting were Sherry Weesner of SMW Principle Solutions, Inc., President of the Authority; Erin Williford of Jones|Carter ("J|C"); Jim Webb of The Goodman Corporation ("TGC"); and Laura C. Davis and Susan Demiany of Sanford Kuhl Hagan Kugle Parker Kahn LLP ("SKLaw").

**DETERMINE QUORUM; CALL TO ORDER**

Chairman Lents noted that a quorum was present and called the meeting to order.

**APPROVE MINUTES**

The Board considered approving the minutes of the October 25, 2018, meeting. Upon motion by Director Stein, seconded by Director Colom, and after full discussion, the Board unanimously voted to approve the minutes of the October 25, 2018, meeting as presented.

**PRESIDENT REPORT**

Ms. Weesner then gave the President Report.

**Ratify approval of support letter for HPB bike trail project**

Ms. Weesner reviewed with the Board a support letter to Houston Park Board for a TIP funding application, which will benefit the Authority's improvements on Shepherd and Durham. She noted that the letter was approved by the Board at the last meeting, but was not listed on the meeting's agenda.

Upon motion by Director Manriquez, seconded by Director Stein, and after full discussion, the Board voted unanimously to ratify approval of the support letter.

### Approve Zone Term Extension and Project Plan and Reinvestment Zone Financing Plan amendments

Ms. Weesner then discussed the proposed Reinvestment Zone Number Five (the "Zone") term extension and Project Plan and Reinvestment Zone Financing Plan amendments (the "Amended Project Plan"). She reviewed with the Board the Amended Project Plan, advising that the extension will take the Zone out to year 2048. She discussed the importance of the extension, which will significantly contribute to the City of Houston's (the "City") stormwater facility improvements. She noted that it is anticipated that the extension will increase the Zone's net revenues to approximately \$507,905,398, assuming a 4% assessed value growth rate. She also noted that there is a corresponding debt increase authorization on the agenda for a later City Council meeting.

Ms. Weesner then reviewed the Amended Project Plan cost schedule, noting that a significant portion of the Zone budget is earmarked for stormwater facility improvements, either directly or as part of other planned infrastructure improvement projects.

The Board then discussed the City's schedule for approval of the Amended Project Plan, including a public hearing, and a vote by City Council in December.

Upon motion by Director Stein, seconded by Director Hale-Harris, and after full discussion, the Board voted unanimously to approve the Zone term extension and the Amended Project Plan.

### **PROJECTS AND ENGINEERING**

#### Receive Projects Committee Report

Director Brown updated the Board on Authority projects. He also noted that the Projects Committee has reviewed and approved the project and engineering invoices.

#### Houston Avenue/White Oak Drive Intersection

##### Update on construction matters

Ms. Williford updated the Board on construction matters for the Houston Avenue/White Oak Drive Intersection [CIP Project T-0520] [RAC Industries, LLC ("RAC")]. She advised that Phase I construction on the east side of the intersection is complete, except for CNP pole removal, and removal of the underground tank, as discussed at the last meeting. She further advised that Phase II construction has begun on the southwest corner.

##### Approve Change Order No. 1

Ms. Williford reviewed with the Board Change Order No. 1 in the amount of \$74,847.39 for refurbishment and reinstallation of the clock, and the extension of the bike lane, and recommended approval. Upon motion by Director Stein, seconded by Director Colom, and after full discussion, the Board voted unanimously to approve Change Order No. 1, as recommended.

#### Shepherd and Durham Reconstruction

##### Update on project development

Mr. Webb advised the application was submitted to H-GAC on October 30<sup>th</sup>. He discussed coordination of meetings with City Councilmembers and State Representatives to mobilize political support. He further advised he will prepare a short, detailed description of the proposed project for Board member use.

Approve Amendment to Contract and authorize task [TGC]

Mr. Webb reviewed with the Board the Fourth Amendment to the TGC contract with the Authority. He advised the Amendment provides for ongoing assistance through the completion of the TIP process. Upon motion by Director Kvinta, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve the Fourth Amendment to the TGC contract.

**FINANCIAL MATTERS**

Review and approve reimbursement to Regent Square [GID]

Ms. Davis reviewed with the Board the GID projection spreadsheet prepared by the City. She advised that this is a deferred increment payment, based on the reimbursement audit.

Upon motion by Director Kvinta, seconded by Director Stein, the Board voted six Directors in favor, with Director Brown abstaining, to approve the reimbursement to Regent Square [GID].

Authorize payment of invoices

Director Kvinta then reviewed with the Board the invoices submitted for payment. He noted the Finance Committee has reviewed and approved all invoices. Following discussion of the invoices, a motion was made by Director Kvinta, seconded by Director Brown, and approved unanimously by the Board to authorize the payment of all invoices.

**ATTORNEY'S REPORT**

Ms. Davis advised she has nothing additional to report.

**EXECUTIVE SESSION**

Chairman Lents announced that an executive session for the Board would not be necessary.

**PUBLIC COMMENTS**

The Board then took public comments. Ms. Weesner reported on communications with the Hanover Company about a possible development at Shepherd Drive and Allen Parkway.

**CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY**

The next item on the agenda was to consider, confirm, or ratify actions of the Authority. Ms. Davis advised that no action by the Board is necessary.

There being no further business to come before the Board, the meeting was adjourned.

***[SIGNATURE PAGE FOLLOWS]***

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Secretary  
Memorial-Heights Redevelopment Authority

**MINUTES OF REGULAR MEETING  
OF  
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS**

NOVEMBER 15, 2018

The Board of Directors (the "Board") of Reinvestment Zone Number Five, City of Houston, Texas, convened in special session, open to the public, at 50 Waugh Drive, Houston, Texas 77007, on the 15<sup>th</sup> day of November, 2018, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Alejandro Colom	Vice Chair
Tom Kvinta	Secretary
Bryan Brown	Director
Janice Hale-Harris	Director
Christopher David Manriquez	Director
Dr. Robert Stein	Director

and all of said persons were present, thus constituting a quorum.

Also present at the meeting were Sherry Weesner of SMW Principle Solutions, Inc., President of the Authority; Erin Williford of Jones|Carter ("J|C"); Jim Webb of The Goodman Corporation ("TGC"); and Laura C. Davis and Susan Demiany of Sanford Kuhl Hagan Kugle Parker Kahn LLP ("SKLaw").

**DETERMINE QUORUM; CALL TO ORDER**

Chairman Lents noted that a quorum was present and called the meeting to order.

**APPROVE MINUTES**

The Board considered approving the minutes of the October 25, 2018, meeting. Upon motion by Director Stein, seconded by Director Colom, and after full discussion, the Board voted unanimously to approve the minutes of the October 25, 2018, meeting as presented.

**CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY**

The next item on the agenda was to consider, confirm, or ratify the action of the Authority, as may be necessary. The Board noted that no confirmation or ratification action was necessary.

There being no further business to come before the Board, the meeting was adjourned.

***[SIGNATURE PAGE FOLLOWS]***



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Secretary  
Reinvestment Zone Number Five,  
City of Houston, Texas

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”), is made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between Memorial-Heights Redevelopment Authority (“Authority”), a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, acting on behalf of Reinvestment Zone Number Five, City of Houston, Texas (“Zone”), a tax increment reinvestment zone designated by the City of Houston, Texas (the “City”) pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), and Hanover R.S. Limited Partnership, a Delaware limited partnership (“Developer”). The Authority and Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, pursuant to the Act, the City designated the Zone, and the Zone has adopted, with City approval, a Project Plan and Reinvestment Zone Financing Plan for the Zone (as amended, the “Plan”); and

WHEREAS, the Zone’s boundaries have been modified, and the term of the Zone has been extended, pursuant to requisite City approvals; and

WHEREAS, the City, the Zone, and the Authority entered into an agreement (as amended, the “Memorial-Heights Agreement”) pursuant to which, among other things, the Authority agreed to provide certain services to the City and the Zone, including the administration of the Zone and the implementation of the Plan; and

WHEREAS, the Memorial-Heights Agreement provides that the Authority may enter into development agreements for the funding and construction of projects set forth in the Plan, subject to requisite City approvals; and

WHEREAS, the Authority desires to enter into this Agreement with Developer to set forth the terms and conditions for reimbursement to the Developer for certain costs of certain public infrastructure improvements constructed by Developer.

NOW, THEREFORE, the Authority, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the construction of Improvements, as defined below, and Developer, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the reimbursement of the Project Costs, as defined below, do hereby contract, covenant and agree as follows:

### **ARTICLE 1** **DEFINITIONS**

1.1 Definitions. Wherever used in this Agreement, the following capitalized terms shall have the following meanings ascribed to them:

“Affiliate” means, with respect to the Developer, any Person that through one or more intermediaries, controls or is controlled by, or is under common control with, the Developer.

“Authority Obligations” means bonds, notes or other obligations issued by the Authority that are secured by funds deposited in the Revenue Fund.

“Available Tax Increment” with respect to the Reimbursement, means fifty percent (50%) of the following calculated amount: (i) Tax Increments deposited into the Revenue Fund that are attributable to the Development Site less (ii) any amounts actually paid to the City by the Authority attributable to the Development Site (to the extent not deducted from Tax Increments prior to the deposit of Tax Increments into the Revenue Fund), including, but not limited to:

- a) City administrative fees;
- b) municipal service fees; and
- c) affordable housing payments.

The base year for calculating Tax Increments is Tax Year 2021, unless acquisition by the Developer of all tracts within the Development Site is not complete by December 31, 2020, in which case, the base year will be the Tax Year following the year in which the Developer completes acquisition of all Development Site tracts. Available Tax Increment does not include Tax Increments attributable to the Development Site for any Tax Year prior to the Tax Year in which the taxable value of the Development Site at Completion is reflected in the tax rolls certified by Harris County Appraisal District.

“Commencement” means the Developer has: 1) entered into an applicable construction contract; 2) issued a notice to proceed with construction; and 3) mobilization and groundbreaking by the contractor has commenced.

“Completion” means completion of all of the Improvements on the Development Site and all vertical improvements on Development Sites A and E, substantially in accordance with the Plans and Specifications, as evidenced by a Final Completion Certificate in the form attached hereto as Exhibit C.

“Dedicated Land” shall mean those tracts of land depicted on Exhibit B-1, attached hereto, consisting collectively of approximately 2.672 acres.

“Designated Agent” means the individual designated by the Authority Board in writing to the Developer from time to time during the term of this Agreement.

“Development” shall have the meaning provided in Article 3 hereof.

“Development Loan” means any loan or financing (including any development, construction, permanent or mezzanine loan or financing) provided by a Lender to Developer or any Affiliate of Developer to fund any costs and expenses relating to the acquisition, development and/or construction of any portion of the Development Site, the Development or the Improvements.

“Development Site” means those certain tracts of land described in Exhibit A to this Agreement, as such Exhibit A may be modified or amended from time to time by mutual agreement of the Developer and the Authority.

“Effective Date” means the date of this Agreement set forth in the introductory paragraph.

“Final Expiration of the TIRZ” means the date on which the Zone terminates, as such date may be established pursuant to any act, legislation, regulation, ordinance or agreement.

“Force Majeure” shall have the meaning provided in Section 9.13.

“Improvements” shall mean the streetscape work, utility work, and road work, as described as “Improvements” in Exhibit B.

“Land Costs” shall mean the pro rata cost of the Dedicated Land, based on the average purchase price paid by the Developer for the Development Site, as evidenced by the closing statement(s) for the purchase of such sites, at a maximum cost as indicated on Exhibit B attached hereto.

“Lender” means any party providing a Development Loan.

“Material Change Order” means any single change order that is in an amount greater than \$100,000.

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority, or any other entity or association.

“Plans and Specifications” means the designs, plans, specifications and surveys for the Improvements which have been approved by the Authority in accordance with Article 4.

“Prime Rate” means the variable per annum rate of interest known as The United States Prime Rate as listed in the Eastern print edition of The Wall Street Journal.

“Project Costs” means eligible “project costs,” as defined in the Act, consisting of the costs relating to the design and construction of the Improvements and the Land Costs, as estimated on attached Exhibit B, whether such costs are incurred by Developer before or after the date of this Agreement.

“Reimbursement” means the actual amount paid with respect to the Project Costs (as further described in Section 5.1 herein).

“Revenue Fund” means the special fund established by the Authority and funded with payments made from Tax Increments, pursuant to the Memorial-Heights Agreement.

“Tax Increments” means funds deposited in the Revenue Fund pursuant to the Zone’s designation, applicable interlocal agreements, similar agreements or by operation of the Act.

“Tax Year” means the period from January 1 through December 31 of any given year.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

## ARTICLE 2 REPRESENTATIONS

2.1 Representations of Authority. The Authority hereby represents to the Developer that:

(A) The Authority is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

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

(C) This Agreement has been duly authorized, executed and delivered by the Authority and, constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(D) The execution, delivery and performance of this Agreement by the Authority does not require the consent or approval of any person which has not been obtained.

(E) Subject to Section 5.1, the Improvements and Project Costs are consistent with the Plan.

2.2 Representations of the Developer. The Developer hereby represents to the Authority and the Zone that:

(A) Developer is a limited partnership, created and in good standing under the laws of the State of Delaware, and is duly qualified to do business in Texas and wherever necessary to carry on the operations contemplated by this Agreement.

(B) The Developer has the power, authority and legal right to enter into and perform the specific obligations set forth in this Agreement, and the execution, delivery and performance hereof with respect to such matters, (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer or any provisions of its formation documents, and (iii) do not constitute a default under or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the

Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) This Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms.

### ARTICLE 3 THE DEVELOPMENT AND THE IMPROVEMENTS

3.1 The Development and Development Schedule. Developer has entered into contracts to purchase the Development Site and plans to develop, in multiple phases, a mixed-use project on the Development Site, consisting of the following six (6) sites and contemplated uses: Site A (multifamily and retail), Site B (multifamily and/or office and retail), Site C1 (multifamily), Site D (office and/or multifamily and retail), Site E (multifamily and retail), and Site F (hotel and/or multifamily and/or office and/or condominiums), as generally depicted on Exhibit A-1 attached hereto (collectively, the "Development").

3.2 Additional Improvements. This Agreement does not apply to any improvements, public or otherwise, which are not specifically defined herein, located within the Development Site and referenced in Exhibit B. Notwithstanding the foregoing, the Authority is agreeable to discuss with Developer plans for future improvements to Autry Park, a public City park located adjacent to the Development Site, and a separate agreement for development and funding of the Autry Park improvements (the "Autry Improvements"), conditioned on the following: (i) Developer's preparation of the Autry Improvements plans for which public outreach, the process of which shall be agreed by the Parties, and comments have been obtained; (ii) approval of the Autry Improvements plans by Houston Parks and Recreation Department; and (iii) Developer's binding agreement to assume the expenses associated with maintenance of the Autry Improvements through Buffalo Bayou Partnership or a similar entity that is organized and exists to operate and/or maintain public park and recreation facilities.

3.3 Authority's Right to Terminate. Notwithstanding any other provision of this Agreement to the contrary, the Authority shall, in the sole and absolute discretion of the Authority, have the right, upon thirty (30) days' prior written notice to the Developer, to terminate this Agreement if:

(A) Commencement of the Improvements does not occur within twenty-four (24) months of the Effective Date; or

(B) Completion does not occur by December 31, 2024.

Upon the Authority's termination pursuant to this Section, all of the rights and obligations of the Parties hereunder shall terminate and be of no further force or effect.

3.4 Developer's Rights to Terminate. The Developer may terminate this Agreement:

(A) with cause at any time in the event of a change in the Act or the Plan which eliminates or reduces the Reimbursement as set forth in Articles 5 and 6 of this Agreement;

(B) without cause in its sole discretion at any time prior to the disbursement of funds by the Authority pursuant to this Agreement; or

(C) without cause at any time after disbursement of funds by the Authority pursuant to this Agreement provided that any Reimbursement paid to the Developer by the Authority pursuant to this Agreement is repaid to the Authority with interest calculated at the Prime Rate from the date of each payment of a portion of the Reimbursement;

in which event all of the rights and obligations of the Parties hereunder shall terminate and be of no further force or effect, except for any applicable insurance, indemnification, release, or maintenance requirements provided for in this Agreement, which shall survive such termination.

#### ARTICLE 4 DUTIES AND RESPONSIBILITIES OF THE DEVELOPER

4.1 General. In consideration of the Reimbursement, the Developer agrees to design, develop, construct and install or cause the design, construction and installation of the Improvements as described in Exhibit B and in the Plans and Specifications, as amended from time to time with the Authority's approval, and to provide and furnish, or cause to be provided and furnished, all materials and services as and when required in connection with the construction of the Improvements. The Developer shall be responsible for obtaining all necessary permits and approvals from the City and all other governmental officials and agencies having jurisdiction (including approvals required under the Memorial-Heights Agreement), provide supervision and construction management of all phases of construction of the Improvements, provide quarterly reports of the status of such construction to the Authority, and shall use commercially reasonable efforts to cause the construction to be performed substantially in accordance with the Plans and Specifications. The Developer shall comply with all applicable laws, rules and regulations in connection with the Improvements.

4.2 Design of the Improvements and Development. Developer has provided the Authority a general Development plan, depicted on Exhibit A-1 and detailed on Exhibit A-2, both attached hereto (the "Development Plan"). Any changes by more than fifteen percent (15%) of the square footage of the retail portion of any Site, as detailed on Exhibit A-2, must be approved in advance by the Authority. The Developer has prepared or will prepare the Plans and Specifications for the Improvements (as the same may be reasonably revised by the Developer from time to time with the approval of the Authority). The Developer shall submit the Plans and Specifications to the Designated Agent for review and approval prior to commencing construction of the Improvements or any portion thereof. The Designated Agent shall approve or reject the Plans and Specifications as they relate to the Improvements within fourteen (14) calendar days of submission. If the Designated Agent fails to approve or reject the Plans and Specification within fourteen (14) calendar days after submittal, the Plans and Specifications shall be deemed approved. In the event the Designated Agent rejects the Plans and Specifications, the Designated Agent shall

include specific reasons for such rejection in writing. If there are any material changes to the Plans and Specifications after they have been approved or deemed approved by the Designated Agent as they relate to the Improvements, the Developer shall submit such changes to the Designated Agent, who shall approve or reject such changes within fourteen (14) calendar days of submission. If the Designated Agent fails to approve or reject such changes to the Plans and Specification within fourteen (14) calendar days after submittal such changes to the Plans and Specifications shall be deemed approved.

4.3 Participation of Disadvantaged Businesses. As to the construction of the Improvements:

(A) The Developer will make a good faith effort to comply with the City's policy regarding the participation of Minority Business Enterprises and Women Business Enterprises ("MWDBE Efforts") with respect to the design, installation and construction of the Improvements.

(B) The Developer shall maintain records showing (i) its contracts, supply agreements and support with and to disadvantaged business enterprises, and (ii) specific efforts to identify and award prime contracts, subcontracts, supply agreements, and support with and to minority and women-owned business enterprises. The Developer shall, upon request, provide reports of its efforts under this section to the Authority in such form and manner as the Authority may prescribe.

4.4 Construction and Installation of the Improvements. The Developer shall be responsible for the inspection, supervision and management of the construction and installation of the Improvements in accordance with the Plans and Specifications and relevant City ordinances or procedures. All Material Change Orders relating to the Improvements shall be approved in advance by the Designated Agent, who shall not unreasonably withhold, delay or condition such approval. If the Designated Agent fails to approve or reject any Material Change Order within seven (7) calendar days after submission the Material Change Order shall be deemed approved. No consent of the Designated Agent shall be required for any change order that is not a Material Change Order. Upon completion of the construction of the Improvements, the Developer shall provide the Authority with a final cost summary of all costs associated with such contract, a Final Completion Certificate in the form attached hereto as Exhibit C and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors and subcontractors. The Developer agrees to allow the Authority or its agent reasonable access to the construction site to inspect the Improvements during and after construction. The payments to the Developer under Section 6.1 are subject to the Designated Agent's verification that the costs requested for payment have been incurred and that all improvements have been constructed substantially in accordance with the Plans and Specifications.

The Developer may submit a request for Reimbursement for the Improvements upon Completion. The Developer shall deliver to the Authority the following items:

- i. a written request for reimbursement;



- ii. one physical and one electronic copy of the full and complete set of the construction contract documents, final Plans and Specifications and final “record” drawings;
- iii. a final cost summary of all Project Costs, including costs associated with the construction contract(s);
- iv. a summary of all Project Costs payments made by Developer;
- v. a Final Completion Certificate in the form attached hereto as Exhibit C, executed by an officer authorized to bind the Developer or the architect/engineer engaged by the Developer;
- vi. evidence that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials have been paid in full (other than amounts which are in dispute and for which the Developer has sufficient funds to pay such amounts in full), together with executed and delivered releases of lien or customary affidavits executed by such contractors;
- vii. a certificate executed by an officer authorized to bind the Developer certifying that all contractors, subcontractors, laborers, materialmen, architects, engineers and all other parties who have performed work on or furnished materials have been paid in full (other than amounts which are in dispute and for which the Developer has sufficient funds to pay such amounts in full);
- viii. evidence of MWDBE Efforts; and
- ix. any other information reasonably requested by the Authority or its auditor.

4.5 Maintenance Covenant. Developer, at its own cost and expense, shall be perpetually responsible for and perform, in a manner commensurate with standards of like developments, all aspects of the management, operation and maintenance and replacement of the Improvements including, without limitation: (i) all maintenance, repairs and replacements of the non-City standard improvements, pavers, lighting, signage, landscaping, street furniture, trash receptacles, greenspace, streets, streetscapes and related irrigation systems included in the Improvements; and (ii) the payment of all associated utilities including water for irrigation purposes and charges for electric utilities. Notwithstanding the foregoing, Developer shall not be responsible for the operation, maintenance and utility costs of any portion of the Improvements that the Developer and the City have reached an agreement for the City to accept, operate and maintain. The Parties recognize that the Developer must enter into an agreement with the City detailing the Developer’s obligations described herein, and the Developer agrees to enter into such agreement with the City.

The Developer may assign its obligation under this Section provided, however, any such assignee(s) must specifically assume the assigned obligations of the Developer under this Section, and the Developer shall provide the City and the Authority with notice of any such assignment. This maintenance covenant shall be for the benefit of and appurtenant to the Development Site, running with the Development Site, and a memorandum of this covenant, signed by the Parties,

shall be filed as part of the deed records of Harris County, Texas. The form of the memorandum is attached hereto as Exhibit D.

4.6 Payment of Fees. The Developer agrees to pay or cause to be paid all monthly rates and charges for water and sewer services and shall pay all applicable City building permit fees.

4.7 Cooperation. Solely with respect to the design, development, construction and installation of the Improvements, the Developer agrees that it will reasonably cooperate with the Authority and will provide all reasonably necessary information to the Authority and its consultants in order to assist the Authority in complying with the Memorial-Heights Agreement, including without limitation the completion of the audit and construction audit required therein.

4.8 Dedication. Upon Completion of the Improvements, the Developer shall transfer to the City all right, title and interest, by bill of sale or other similar instrument, as approved by the City (i) that portion of the Improvements the City agrees to own, operate and maintain; (ii) the Dedicated Land; provided, however, the transfer of the Dedicated Land to the City shall in no way relieve the Developer of its obligations in Section 4.5. In addition, the Developer shall grant the City all reasonably required easements that are necessary in order for the City operate, repair, maintain and replace that portion of the Improvements the City agrees to own, operate and maintain, but that may not be located within public right of way. Further, Developer agrees that nothing constructed on the Development Site can limit access to Autry Park, located adjacent to the Development Site, and Developer agrees to grant public access easements, if necessary, in order to maintain the public access to Autry Park [Include a reference to any access easement depicted on Exhibit B-1].

4.9 Parking Covenant. The Developer contemplates the construction of one or more surface parking areas and parking garages (collectively, the “Parking Areas”) which will be designed in accordance with the City ordinances, rules and regulations, to contain the number of spaces required to serve the Development. The Developer may designate parts of the Parking Areas for the exclusive use of the Development’s retail, residential and office tenants, and their related parties, and restrict public access to such areas. The Developer agrees, however, that at least 150 parking spaces within the Parking Areas, which are reasonably accessible to the public and the public facilities within and adjacent to the Development Site, will be unrestricted and made available, without charge for the first 5 years after the date of Completion and at a market rate thereafter, to the general public, on a first-come, first-serve basis (the “Public Parking Requirement”). The Developer agrees to place appropriate directional and identifying signage to facilitate the Public Parking Requirement.

## ARTICLE 5 DUTIES AND RESPONSIBILITIES OF AUTHORITY

5.1 Reimbursement. Pursuant to the terms and conditions of Article 6, the Authority will pay to the Developer the amount of actual Project Costs, not to exceed \$19,464,820 (the “Reimbursement”). The Reimbursement for each line item component of the Improvements listed on Exhibit B shall not exceed the maximum amount of the estimated cost indicated for each line item component, regardless of the actual cost of such component. In addition, no “underage” of actual costs as compared to estimated costs of one component may be used to cover any

“overage” of actual costs as compared to estimated costs of another component. The Reimbursement shall be funded by the Authority in accordance with Article 6 below.

Developer hereby agrees to bear the risk that any of the Project Costs may be determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction, and further agrees that the Authority will not be obligated to pay Developer for any such ineligible Project Costs. In the event all or a portion of the Project Costs is determined to be ineligible under the Act by the Attorney General of the State of Texas or a court of law with competent jurisdiction or is not included in the Plan during the term of this Agreement, the Reimbursement shall be reduced by the amount attributable to the ineligible component. If the Authority has already paid the Developer for such ineligible Project Costs in accordance with this Agreement, the Parties hereby agree that (i) the amount paid by the Authority for such ineligible Project Costs shall be offset against future payments by the Authority, or (ii) in the event there are not future payments to be made by the Authority, or such amounts are insufficient, the Developer shall reimburse the Authority for such amount owed within thirty (30) days of receipt of an invoice from the Authority. Provided, however, that it is not the intent of the Parties hereto that this Section operate to deny reimbursement to Developer for any eligible Project Costs.

#### ARTICLE 6 REIMBURSEMENT ELIGIBILITY, ANNUAL CALCULATION AND PAYMENT

6.1 Reimbursement. Developer will be eligible for Reimbursement upon:

- (A) Completion;
- (B) Commencement of another Site (other than Sites A and E) within the Development Site;
- (C) Receipt by the Authority of all items required by Section 4.4 of this Agreement;
- (D) Payment of property taxes on the Development Site for the Tax Year in which the taxable value of the Development Site at Completion is reflected in the tax rolls certified by Harris County Appraisal District;
- (E) Receipt by the Authority of Tax Increments associated with the taxes described in 6.1 (D) above;
- (F) Receipt of evidence of the City’s acceptance of ownership, operation and maintenance of the City’s portion of the Improvements not to be perpetually owned, operated and maintained by Developer;
- (G) Execution of a maintenance agreement between the City and the Developer as described in Section 4.5; and
- (H) Recordation of the memorandum in Exhibit D.

Annually at such time as the Authority receives and may legally spend Available Tax Increment, the Authority shall pay the Developer an amount equal to the Available Tax Increment until all Project Costs totaling the amount of the Reimbursement have been paid. The Developer shall not have any right or claim to be paid the Reimbursement from any source other than the Available Tax Increment.

#### 6.2 Authority Obligations.

(A) The Authority may issue Authority Obligations secured by a pledge of the Revenue Fund, and the proceeds of the Authority Obligations may be used, in part, to pay the Reimbursement. Notwithstanding the foregoing, the Authority is under no obligation to issue Authority Obligations to pay any portion of the Reimbursement.

(B) The Developer will provide such non-monetary aid and assistance to the Authority as may be reasonably requested by the Authority in order to facilitate the issuance of any Authority Obligations, such assistance to include providing requested documentation, entering into reasonable required agreements and executing certificates or other documentation as may be reasonably required by the Authority, and all at no additional cost or liability to the Developer.

#### 6.3 Developer Funding.

(A) The Developer agrees to pay, as such becomes due, all Project Costs.

(B) At such time Developer is eligible for Reimbursement and for each Reimbursement Payment, the Authority, at its expense, shall hire a certified public accountant to calculate the amount due the Developer and prepare and submit a report to the Authority certifying (1) the amount due the Developer for the payment of Project Costs, and (2) that funds are or should be available to make such payment. Upon receipt of such report, the Authority shall promptly authorize payment to the Developer.

(C) No interest shall accrue on any portion of the Reimbursement.

### ARTICLE 7 INSURANCE; RELEASE

7.1 Insurance. With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall obtain and maintain during the term of this Agreement, and shall require that each contractor (and cause each of its subcontractors) providing work or service on the Improvements, to the extent the Developer elects to seek Reimbursement for any portion of the Improvements, provide and maintain during the term of its contract, certain insurance in full force and effect at all times during the construction of the Improvements and shall require that the City, the Authority, and the Zone are named as additional insureds under such contractor's insurance policies.

The insurance, at a minimum, must include the following coverages and limits of liability:

<u>Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory for Workers Compensation
Employer's Liability	Bodily Injury \$1,000,000
Comprehensive General: Including Board Form Coverage, Contractual Liability, Bodily and Personal Injury, and Completed Operations (for a period of one year after completion of work)	Combined limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
Automobile Liability Insurance (for automobiles used by the contractor in the course of its performance under this Agreement including employer's non-owned and hired auto coverage)	\$1,000,000 combined single limit per occurrence
Professional Liability Coverage (for professional service contract only)	\$1,000,000 per occurrence \$2,000,000 aggregate

**Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.**

If the amount of any contract awarded by the Developer to construct the Improvements shall exceed \$1,000,000, the Developer shall contract with the contractor to maintain Commercial General Liability coverage for at least twice the combined minimum limits specified above. The minimum limits required may be attained through the combination of primary General Liability and Umbrella liability policies and, in the case of "claims made" coverage, for an additional two years thereafter.

(A) Form of Policies. The Authority Board may reasonably approve the form of the insurance policies, but nothing the Authority Board does or fails to do relieves the Developer of its obligation to provide the required coverage under this Agreement. The Authority Board's actions or inactions do not waive the Authority's rights under this Agreement.

(B) Issuers of Policies. The issuer of each policy shall have a certificate of authority to transact insurance business in Texas or a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition *Best's Key Rating Guide, Property-Casualty* United States.

(C) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability must name the Authority, Zone, the City (and

their respective officers, agents, and employees) and the Developer as additional insured parties on the original policy and all renewals or replacements.

(D) Deductibles. The Developer shall be responsible for and bear (or shall contract with each applicable contractor to bear and assume) any claims or losses to the extent of any deductible amounts and waives (and shall contract with each contractor to waive) any claim it may have for the same against the Authority, Zone, and City and their respective officers, agents, or employees.

(E) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Authority 30 days' advance written notice. The Developer shall (and shall contract with each contractor to) give written notice to the Authority within five days of the date on which total claims by any party against such person reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

(F) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the Authority, Zone, and City and their respective its officers, agents, or employees, and the Developer.

(G) Primary Insurance Endorsement. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the additional insureds with respect to claims arising under this Agreement.

(H) Liability for Premium. The Developer shall pay (or shall contract with contractors to pay) all insurance premiums for coverage required by this section, and the Authority shall not be obligated to pay any premiums.

(I) Subcontractors. Notwithstanding the other provisions of this section, the amount of coverage contracted to be provided by subcontractors shall be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. The Developer shall provide (or shall contract with contractors to provide) copies of insurance certificates to the Authority.

(J) Proof of Insurance. The Developer will furnish and will contract with each construction contractor to furnish the Authority with certificates of insurance maintained by the Developer or contractor in accordance with this section along with an affidavit from the Developer or contractor confirming that the certificates accurately reflect the insurance coverage maintained. If requested in writing by the Authority, the Developer or contractor shall furnish the Authority with certified copies of the Developer's or contractor's actual insurance policies or if such policies are unavailable a certificate showing the coverage amounts, conditions, and additional insured persons under the policy. If the Developer does not comply with the requirements of this section, the Authority, at its sole discretion, may (i) after providing written notice to the Developer and allowing the Developer a period of thirty (30) days in which to attempt to cure, suspend performance by the Authority and the hereunder and begin procedures to terminate this Agreement

for default; or (ii) purchase the required insurance with the Authority funds and deduct the cost of the premiums from amounts due to the Developer under this Agreement. The Authority shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(K) Other Insurance. If requested by the Authority, the Developer shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to the Developer's operations under this Agreement.

**7.2 Indemnification and Release. THE DEVELOPER COVENANTS AND AGREES TO, AND DOES HEREBY DEFEND, INDEMNIFY, AND HOLD THE AUTHORITY, THE CITY AND THE ZONE, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS INJURIES, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

**(A) THE DEVELOPER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY, "THE DEVELOPER'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**

**(B) THE DEVELOPER'S AND THE INDEMNIFIED PERSONS' ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE DEVELOPER IS IMMUNE FROM LIABILITY OR NOT; AND**

**(C) THE DEVELOPER'S AND THE INDEMNIFIED PERSONS' ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE DEVELOPER IS IMMUNE FROM LIABILITY OR NOT. THE DEVELOPER SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE DEVELOPER SHALL NOT INDEMNIFY THE INDEMNIFIED PARTIES FOR THE INDEMNIFIED PARTIES' SOLE NEGLIGENCE.**

**(D) THE DEVELOPER SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PERSONS FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.**

**(E) THE DEVELOPER AGREES TO AND HERBY RELEASES EACH INDEMNIFIED PERSON FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE,**

**OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, BUT NOT SUCH INDEMNIFIED PERSON'S SOLE NEGLIGENCE OR FROM ANY DAMAGE OR LOSS TO THE EXTENT RESULTING FROM THE SOLE NEGLIGENCE, RECKLESSNESS OR INTENTIONAL ACT OR OMISSION OF THE INDEMNIFIED PERSON.**

**THE DEVELOPER SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO CONSTRUCT THE IMPROVEMENTS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.**

**7.3     Indemnification Procedures.**

(A)     If an Indemnified Person or the Developer receives notice of any claim or circumstance which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified loss. This notice shall not estop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the 10 day period, the Indemnified Person does not waive any right to indemnification except to the extent that the Developer is prejudiced, suffers loss, or incurs expense because of the delay.

(B)     The Developer shall assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Persons. The Developer shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Developer shall advise the Indemnified Persons as to whether or not it will defend the claim. If the Developer does not assume the defense, the Indemnified Persons shall assume and control the defense, and all defense expenses incurred by it shall constitute an indemnification loss.

(C)     If the Developer elects to defend a claim, the Indemnified Persons may retain separate counsel at the sole cost and expense of such Indemnified Persons to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Developer may settle the claim without the consent or agreement of the Indemnified Persons, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Persons to comply with restrictions or limitations that adversely affect the Indemnified Persons, (ii) would require the Indemnified Person to pay amounts that the Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.



## ARTICLE 8 DEFAULT

### 8.1 Events of Default/Remedies.

(A) Each of the following events shall constitute an “Event of Default” of the Developer under this Agreement:

i. the failure of the Developer following Commencement of the Improvements to bring the Improvements to Completion;

ii. the failure of the Developer to perform its obligations contained in Section 4.5 within thirty (30) days after notice of such failure by the Authority to the Developer; or

iii. the failure of the Developer to perform its obligations contained in Section 4.09 within thirty (30) days after notice of such failure by the Authority to the Developer.

Upon the occurrence of an Event of Default of the Developer, the Authority shall have the right, upon written notice to the Developer, to terminate this Agreement in its entirety and shall have no further obligations hereunder, including to provide any Reimbursement.

(B) It shall be an Event of Default of the Authority if the Authority fails to perform its obligations hereunder within thirty (30) days after notice of such failure by the Developer. Upon the occurrence of an Event of Default of the Authority, the Developer may do seek specific performance of this Agreement or terminate this Agreement in which event all of the rights and obligations of the Parties hereunder shall terminate and be of no further force or effect.

## ARTICLE 9 GENERAL

9.1 Inspections, Audits. The Developer agrees to keep such operating records as may be reasonably required in writing by the City, the Authority, or by state and federal law or regulation for a period of 24 months. Subject to the confidentiality requirements set forth in Section 6.2(B) above, the Developer shall allow the Authority reasonable access to documents and records in the Developer’s possession, custody or control relating to the Improvements that the Authority deems necessary to assist the Authority in determining the Developer’s compliance with this Agreement.

9.2 The Developer Operations and Employees. All personnel supplied or used by the Developer in the performance of this Agreement shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the Authority, Zone or the City for any purpose whatsoever. Neither the Authority, Zone nor the City shall be responsible for the compensation of any and all such contractors and subcontractors.

9.3 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the Zone, the Authority or the City shall be personally responsible for any liability arising under or growing out of this Agreement.

9.4 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving Party at the following addresses:

To the Authority:  
Memorial-Heights Redevelopment Authority  
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP  
1980 Post Oak Blvd., Suite 1380  
Houston, Texas 77056  
Attn: John Kuhl/Laura Davis

with a copy to:

Chief Development Officer  
City of Houston  
P.O. Box 1562  
Houston, Texas 77251  
Attn: Andy Icken

To the Developer:  
Hanover R.S. Limited Partnership  
5847 San Felipe, Suite 3600  
Houston, Texas 77057  
Attn: David Ott

with a copy to:

Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002-2770  
Attn: Barron Wallace

Each Party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, Chief Development Officer of the City, the Authority or the Developer, as the case may be.

9.5 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the Authority and the Developer. No course of dealing on the part of either Party, nor any failure or delay by either Party with respect to exercising any right, power or privilege of such Party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

9.6 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

9.7 Successors and Assigns.

(A) All covenants and agreements contained by or on behalf of the Authority in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The Authority may assign its rights and obligations under this Agreement or any interest herein, with the prior written consent of the Developer, which consent shall not be unreasonably withheld, conditioned or delayed provided that such assignment is to a public entity. The Developer may sell or otherwise transfer to an Affiliate the Development or the Development Site, or any portions thereof, without the consent of the Authority. The Developer may also assign or otherwise transfer this Agreement or all or a portion of its rights and obligations under this Agreement with the prior written consent of the Authority, or to any Affiliate without the consent of the Authority. Any assignment shall be in writing, and any assignee(s) shall specifically assume the assigned obligations of the Developer hereunder.

(B) In addition to the Developer's transfer and assignment rights set forth in Section 9.7(A) above, the Developer shall have the right to collaterally assign, transfer, pledge and/or mortgage its right, title and interest in, to an under this Agreement to one or more Lenders at any time and from time to time as security for any Development Loan or otherwise. In the event of any such assignment, transfer, pledge, mortgage or deed of trust (each such, a "Mortgage") and notice to the Authority thereof, the following provisions shall apply:

i. The Authority shall give to each Lender, at the address of such Lender set forth in a notice from such Lender or from the Developer and otherwise in the manner required under Section 9.4 hereof, a copy of each notice given by the Authority to the Developer hereunder (including any and all default or Event of Default notices) at the same time as and whenever any such notice shall thereafter be given by the Authority to the Developer, and no such notice by the Authority shall be deemed to have been duly given to the Developer (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Lender. Each Lender (a) shall have a period of an additional thirty (30) days in the case of any default or Event of Default, after the applicable period afforded the Developer hereunder for remedying the default or Event of Default has expired, to cure such default or Event of Default and (b) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such default or Event of Default or cause the same to be remedied. The Authority shall accept performance by or on behalf of a Lender of any covenant, condition or agreement on the Developer's part to be performed hereunder with the same force and effect as though performed by the Developer, so long as such performance is made in accordance with the terms and provisions of this Agreement. The Authority shall not object to any temporary entry onto any property by or on behalf of a Lender to the extent necessary to effect such Lender's cure rights, provided such entry is in compliance with applicable law.

ii. With respect to any default or Event of Default, so long as a Lender shall be diligently exercising its cure rights under this Section 9.7(B) with respect thereto within the applicable cure periods set forth above, the Authority shall not (a) serve a termination notice

hereunder, or (b) bring a proceeding on account of such default to terminate this Agreement or the rights of Developer hereunder. Nothing in this Section 9.7(B) or in any other provision of this Agreement shall, however, be construed to require any such Lender to cure any default or Event of Default by the Developer under this Agreement.

iii. The exercise of any rights or remedies of a Lender under a Development Loan, including the consummation of any foreclosure or deed in lieu of foreclosure, shall not constitute a default under this Agreement.

iv. In the event any Lender (or any other party) acquires title to any property which secures a Development Loan through foreclosure of a Mortgage, deed in lieu of foreclosure or otherwise (a "Successor Developer"), such Successor Developer shall be deemed to be an assignee of the Developer under this Agreement provided that such Successor Developer assumes in writing the obligations of the Developer hereunder. No Lender (or any other party) shall become liable under the provisions of this Agreement unless and until such time as it agrees in writing to assume the obligations of the Developer hereunder.

v. From and after the date upon which the Authority receive a notice from the Developer or a Lender which identifies the particular Lender, the Authority shall not amend or modify this Agreement in any material respect without the prior written consent of the Lender covered by such notice. The Authority shall, upon written request of the Developer or any Lender, execute and deliver any estoppel certificate reasonably requested by any such party pursuant to which the Authority shall certify as to any information with respect to this Agreement and the parties' obligations hereunder as reasonably requested by the Developer or a Lender (including, without limitation, that no party is in default hereunder, that no default or termination notice has been delivered, and that there are no modifications or amendments to this Agreement).

9.8 Exhibits; Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

9.9 Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any action under this Agreement shall be in a State District Court of Harris County, Texas. The Parties covenant and agree not to elect a trial by jury with respect to any issue arising under this Agreement triable by a jury and waive any right to trial by jury to the extent that any such right shall now or hereafter exist.

9.10 Entire Agreement. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS

OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

9.11 Term. This Agreement shall be in force and effect from the Effective Date hereof for a term expiring on the earliest to occur of (i) the date terminated by the Authority as permitted hereunder, (ii) the date terminated by the Developer as permitted hereunder, (iii) the Final Expiration of the TIRZ, and (iv) the date that the Reimbursement has been repaid in full, in which event all of the rights and obligations of the Parties hereunder shall terminate and be of no further force or effect; provided, however, the obligation of the Developer, or its successors, to maintain the Improvements in accordance with Section 4.5; the Developer's obligation to provide the Public Parking Requirement in accordance with Section 4.9; and indemnification and release commitments to the Authority, the City and the Zone contained and for the time period set forth in Section 7.2, shall survive termination of this Agreement.

9.12 Recitals. All recitals to this Agreement are hereby found to be true and correct by the Parties, and are incorporated as a part of this Agreement.

9.13 Force Majeure. The obligations of the Parties under this Agreement are subject to "Force Majeure." For the purpose of this Agreement, "Force Majeure" is defined as war, riots, civil commotion, strikes, labor disputes, embargoes, natural disasters, and Acts of God. A Party's period for performance for any of its obligations under this Agreement shall be extended day for day for the duration of the event of Force Majeure.

9.14 No Recordation. The Parties agree that, with the exception of a memorandum relating to maintenance covenants in Section 4.5 of this Agreement, neither this Agreement nor any memorandum or notice hereof shall be recorded without the consent of all Parties.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the Developer have made and executed this Agreement in multiple copies, each of which is an original as of the Effective Date.

**AUTHORITY:**

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

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

**DEVELOPER:**

**HANOVER R.S. LIMITED PARTNERSHIP**

By: THC Capital G.P. LP, its general partner

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

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

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

APPROVED:

**CITY OF HOUSTON**

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

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

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

LIST OF EXHIBITS:

Exhibit A – Development Site Description

Exhibit A-1 – Development Plan

Exhibit A-2 – Development Plan Details

Exhibit B – Improvement Descriptions and Project Cost Estimates

Exhibit B-1 – Land to be Dedicated

Exhibit C – Form of Final Completion Certificate

Exhibit D – Form of Memorandum of Maintenance Covenant



**EXHIBIT A**

**DESCRIPTION OF DEVELOPMENT; LEGAL DESCRIPTION**

**[INSERT LEGAL DESCRIPTIONS]**

**EXHIBIT A-1**

**DEVELOPMENT PLAN**

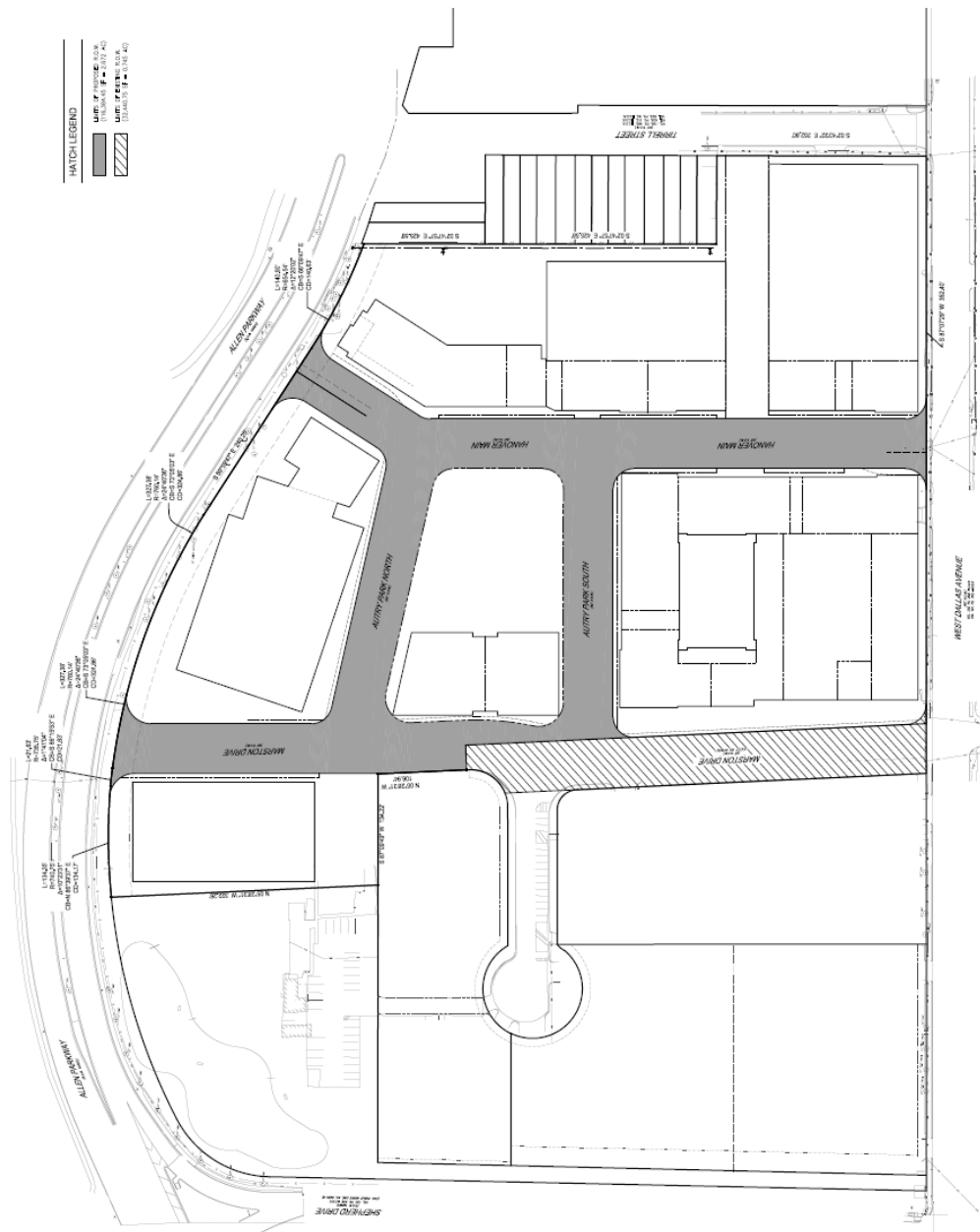
**[INSERT UPDATED DEVELOPMENT PLAN]**

<b>EXHIBIT B</b> <b>IMPROVEMENT DESCRIPTIONS AND ESTIMATED PROJECT COSTS</b> [NEED TO ADD DETAILS OF EACH IMPROVEMENT]	
<b>Description</b>	<b>Estimated Costs</b>
<b>Streetscape Work External to Hanover Development (From Property Line to Back of Curb)</b>	
Shepherd Drive and Northern Boundary of Autry Park Improvements	\$344,788
Tirrell Street Improvements	\$79,234
West Dallas Improvements including High Comfort Bike Lane per Houston Bike Plan	\$192,380
<b>Utility Work</b>	
Dry Utility Improvements	\$3,129,138
<b>Road Work External to Hanover Development</b>	
Signalized Intersection at Allen Parkway and Main Street	\$483,012
Signalized Intersection at Shepherd Drive and Allen Parkway/Memorial Drive	\$1,578,865
Signalized Intersection at West Dallas and Main Street	\$381,313
New Right Turn Lane at West Dallas and Shepherd Drive	\$358,833
<b>Streetscape Work Internal to Hanover Development (From Property Line to Back of Curb)</b>	
Autry Square Streetscape	\$199,382
Surrounding Site A	\$190,022
Surrounding Site B	\$392,196
Surrounding Site C	\$260,484
Surrounding Site D	\$104,619
Surrounding Site E	\$483,764
Surrounding Site F	\$283,337
<b>Road Work Within Hanover Development</b>	
New Street - Main Street	\$1,023,872
Land Value – Main Street	\$3,762,563
New Road - Marston Drive Extension	\$534,077
Land Value - Marston Drive Extension	\$4,566,389
New Road - North Autry Drive	\$236,880
New Road - South Autry Drive	\$234,522
Reconstruction of Existing Marston Drive	\$645,150
<b>TOTAL HARD AND LAND COST</b>	<b>\$19,464,820</b>

## EXHIBIT B-1

## LAND TO BE DEDICATED

**[NOTE: Need to include the updated depiction and also identify any access easement that may be needed for Autry Park access at full development]**



## EXHIBIT C

### FORM OF FINAL COMPLETION CERTIFICATE

[Date]

[Name]

Director of Public Works and Engineering

City of Houston

[Address]

Re: Public Improvements - Hanover Buffalo Bayou Project – Allen Parkway and  
Marston Street

I hereby certify that to the best of my knowledge the Improvements have reached Completion substantially in accordance with the Plans and Specifications. The final amount of Project Costs for the Improvements is \$\_\_\_\_\_, as indicated on the attached summary. The terms “Improvements”, “Plans and Specifications”, “Completion” and “Project Costs” shall have the meanings ascribed to them in that certain Development Agreement dated \_\_\_\_\_, 2019, between the Memorial-Heights Redevelopment Authority and Hanover, dated \_\_\_\_\_, 2019.

Very truly yours,

*Engineer's Signature and Seal or Developer as permitted pursuant to Section 4.4(v)*

## EXHIBIT D

### FORM OF MEMORANDUM OF MAINTENANCE COVENANT

#### MEMORANDUM OF DEVELOPMENT AGREEMENT COVENANTS

This Memorandum of Development Agreement Covenants (the “Memorandum”) is executed as of \_\_\_\_\_, (the “Effective Date”), by the Memorial-Heights Redevelopment Authority (“Authority”), a public non-profit local government corporation created and organized under the provisions of Chapter 431, Texas Transportation Code, acting on behalf of Reinvestment Zone Number Five, City of Houston, Texas, a tax increment reinvestment zone created by the City of Houston, Texas (the “City”) pursuant to Chapter 311 of the Texas Tax Code, as amended, and Hanover R.S. Limited Partnership, a Delaware limited partnership (“Developer”).

#### RECITALS:

The Authority and the Developer entered into that certain Development Agreement dated \_\_\_\_\_, 2019, regarding the development of the Development Site.

Pursuant to the Development Agreement, the Developer made certain covenants with respect to the perpetual maintenance of the Improvements, described on **Exhibit 1** attached hereto, within and adjacent to the Development Site, which covenants shall run with the Development Site.

The Authority and the Developer have entered into this Memorandum for the purpose of memorializing the referenced covenants in the Real Property Records of Harris County, Texas.

#### AGREEMENTS:

The Authority and the Developer, in consideration of the mutual promises contained in the Development Agreement, agree as follows:

1. Defined Terms. All terms not defined in this Memorandum shall have the meanings assigned to the same in the Development Agreement.

2. Maintenance Covenant. Developer, at its own cost and expense, shall be perpetually responsible for and perform, in a manner commensurate with standards of like developments, all aspects of the management, operation and maintenance and replacement of the Improvements including, without limitation: (i) all maintenance, repairs and replacements of the non-City standard improvements, pavers, lighting, signage, landscaping, street furniture, trash receptacles, greenspace, streets, streetscapes and related irrigation systems included in the Improvements; and (ii) the payment of all associated utilities including water for irrigation purposes and charges for electric utilities. Notwithstanding the foregoing, Developer shall not be responsible for the operation, maintenance and utility costs of any portion of the Improvements that the Developer and the City have reached an agreement for the City to accept, operate and maintain. The Parties recognize that the Developer must enter into an agreement with the City detailing the Developer’s obligations described herein, and the Developer agrees that it shall pursue such agreement with the City. The Developer may assign its obligation under the Agreement provided, however, any such assignee(s) must specifically assume the assigned

obligations of the Developer under the Agreement, and the Developer shall provide the City and the Authority with notice of any such assignment. Should the Authority and/or the City be required to perform any of Developer's obligations hereunder, in addition to any other remedies provided in the Development Agreement, this Memorandum, or at law or equity, the Developer shall be liable to the Authority and/or City for monetary damages in the amount necessary to perform such obligations.

3. Term. The covenants of Developer described in this Memorandum shall be perpetual and shall constitute covenants appurtenant to and running with the Development Site for the benefit of the Development Site, the City and the Authority.

4. Successors and Assigns. The terms and provisions of this Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Conflict. This Memorandum is intended to provide notice to third parties of certain of the terms of the Development Agreement, and is not intended to fully describe each term of the Development Agreement or amend the Development Agreement. If any inconsistency exists or arises between the terms of this Memorandum and the terms of the Development Agreement, the terms of the Development Agreement shall control.

6. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same document. Signature pages may be taken from a counterpart and attached to other counterparts to form one document, which shall constitute a fully executed document that may be recorded.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Authority and the Developer have made and executed this Memorandum in multiple copies, each of which is an original as of the Effective Date.

**AUTHORITY:**

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: Ann Lents  
Title: Chair

**DEVELOPER:**

**HANOVER R.S. LIMITED PARTNERSHIP**

By: THC Capital G.P. LP, its general partner

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



**STATE OF TEXAS**       §  
                                     §  
**COUNTY OF HARRIS**   §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by  
Ann Lents, Chair of Memorial-Heights Redevelopment Authority.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF HARRIS       §**

          This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by  
\_\_\_\_\_, \_\_\_\_\_ of THC Capital G.P. LP, general partner of Hanover  
R.S. Limited Partnership, a Delaware limited partnership, in the capacity herein stated.

(Seal)

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit 1**

**Improvements to be Maintained**  
**[To be inserted]**

**SECOND AMENDMENT TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is made and entered into as of \_\_\_\_\_, 2019 (the “**Effective Date**”), by and among REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS (the “**Zone**”), a tax increment reinvestment zone created by the City of Houston, Texas (the “**City**”) pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors; MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY, a public nonprofit local government corporation created pursuant to Chapter 431, Texas Transportation Code (“**Authority**”) acting by and through its governing body, the Board of Directors; and REGENT SQUARE AB LLC, a Delaware limited liability company (“**Regent AB**”), REGENT SQUARE CD LLC, a Delaware limited liability company (“**Regent CD**”), AH BORROWER LLC, a Delaware limited liability company (“**AH Borrower**”), SOVEREIGN REGENT SQUARE LLC, a Delaware limited liability company (“**Sovereign**”) and REGENT SQUARE D2 LLC, a Delaware limited liability company (“**Regent D2**”) and collectively with Regent AB, Regent CD, AH Borrower and Sovereign, the “**Owner**”) (collectively, the “**Parties**”, and individually, “**Party**”).

**WITNESSETH:**

WHEREAS, the Zone, the Authority, Regent AB, Regent CD and AH Borrower entered into that certain Amended and Restated Development Agreement dated effective September 13, 2011(the “**Restated Agreement**”), regarding the construction of improvements in the Memorial Heights Area and the reimbursement to the Owner for Project Costs related thereto.

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Amended and Restated Development Agreement dated as of July 3, 2012, Regent AB, Regent CD and AH Borrower partially assigned to Sovereign certain rights and obligations under the Restated Agreement.

WHEREAS, pursuant to that certain Partial Assignment and Assumption of Amended and Restated Development Agreement dated as of June 1, 2016, Regent AB, Regent CD, AH Borrower and Sovereign partially assigned to Regent D2 certain rights and obligations under the Restated Assignment.

WHEREAS, the Zone, the Authority, and the Owner entered into that certain First Amendment to Amended and Restated Development Agreement dated effective December 13, 2016 (the “**First Amendment**”), regarding, among other items, the extension of the development schedule.

WHEREAS, the Parties now desire to further amend the Restated Agreement and are willing to agree to such an amendment upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the Parties agree to amend, and do hereby amend, the Restated Agreement as follows:

1. Extension of Development Schedule. The references in Section 4 of the First Amendment to “December 31, 2018” are hereby replaced with references to “December 31, 2019.”

2. Miscellaneous.

(a) Counterparts. This Second Amendment may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

(b) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Restated Agreement and First Amendment remain unchanged and continue to be in full force and effect.

(c) Conflicts. The terms of this Second Amendment shall control over any conflicts among the terms of the Restated Agreement, the terms of the First Amendment, and the terms of this Second Amendment.

(d) Capitalized Terms. Capitalized terms used herein but not defined herein shall have the same meanings assigned to such terms in the Restated Agreement and First Amendment.

(e) Successors and Assigns. This Second Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(f) Governing Law. This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas.

*[Signature Pages Follow]*

This Second Amendment is executed effective as of the Effective Date.

**REINVESTMENT ZONE NUMBER  
FIVE, CITY OF HOUSTON, TEXAS**

ATTEST:

By: \_\_\_\_\_  
Name: Ann Lents  
Title: Chair

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

**MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY**

ATTEST:

By: \_\_\_\_\_  
Name: Ann Lents  
Title: Chair

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

**APPROVED:**

CHIEF DEVELOPMENT OFFICER  
CITY OF HOUSTON, TEXAS

By: \_\_\_\_\_  
Andy Icken

**OWNER:**

**REGENT SQUARE AB LLC**

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

**REGENT SQUARE CD LLC**

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

**AH BORROWER LLC**

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

**SOVEREIGN REGENT SQUARE LLC**

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

**REGENT SQUARE D2 LLC**

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



## Who's eligible?

Government agencies, accredited universities, and nonprofit organizations.

## What's included?

Public Agency Membership comprises three memberships at a discounted rate:

- Two Associate Memberships
- One Full Membership (aimed at executive employees)

*These memberships may be transferred at any time.*

## Additional memberships

- Associate Memberships can be added for only \$100 per year.
- Full Memberships can be added for only \$275 per year in the United States or \$100 outside of the United States.

*These memberships may be transferred at any time*

Benefits include a personal subscription to *Urban Land* magazine, access to the ULI's smartphone/tablet apps, discounts on publications and events, and more.

For a complete list of member benefits, visit [uli.org/join](http://uli.org/join)



# ULI Public Agency membership application

Select the region where your organization is located.

United States ☐  
Public Agency Membership **\$560**

Europe ☐  
Public Agency Membership **€315**

All Other Regions ☐  
Public Agency Membership **\$270**

## Agency Name

### 1. Full Member

NAME

TITLE

ADDRESS

CITY/STATE/ZIP CODE (OR POSTAL CODE)

COUNTRY

TELEPHONE

FAX

E-MAIL

### 2. Associate Member

NAME

TITLE

ADDRESS

CITY/STATE/ZIP CODE (OR POSTAL CODE)

COUNTRY

TELEPHONE

FAX

E-MAIL

### 3. Associate Member

NAME

TITLE

ADDRESS

CITY/STATE/ZIP CODE (OR POSTAL CODE)

COUNTRY

TELEPHONE

FAX

E-MAIL

## Payment Information

Please make payment in U.S. dollars or euros.

ULI is classified as a 501(c)(3) nonprofit organization under U.S. federal tax law; membership dues are tax deductible to the full extent allowed by U.S. law.

- ☒ Purchase order on official letterhead enclosed.
- ☐ Check made payable to the Urban Land Institute enclosed.

Or, for faster service, charge to:

- ☐ VISA
- ☐ EuroCard
- ☐ MasterCard
- ☐ American Express
- ☐ Diners Club

NAME ON CARD

CARD NUMBER

EXPIRATION DATE

**MAIL** this application with payment to:

Urban Land Institute  
PO Box 418168  
Boston, MA 02241-8168

**FAX** this application with payment information to:  
410-626-7148



**Memorial Heights Redevelopment Authority/TIRZ No. 5**  
**Board Update – February 28, 2019**



WA	Project Name	CIP Project Number	Status	Work Completed Since the Last Board Update on November 15, 2019	Work Anticipated in the Next Month
1	General Consultation	-	In Progress	<ul style="list-style-type: none"> <li>• Coordination regarding COH MWDBE database.</li> <li>• Projects Committee Meeting held 12/14/2018</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain project list, as needed.</li> <li>• Update COH MWDBE Database for all active CIP projects.</li> </ul>
2	Houston Avenue/ White Oak Intersection	T-0520	Active Construction	<ul style="list-style-type: none"> <li>• Coordinated with CNP on schedule for relocation of the remaining poles.</li> <li>• Coordinated with AT&amp;T/AT&amp;T-Legacy for relocation of cable/fiber.</li> <li>• Received approval from City on bike lane striping plan south of the intersection on 11/01/2018.</li> <li>• Provided signed Change Order to incorporate final clock tower &amp; striping scope/cost to MHRA for approval on 11/06/2018 and approved by Board on 11/15/2018.</li> <li>• Coordinated with Contractor via Procore on submittals and RFIs.</li> <li>• Held construction progress meetings.</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate with Contractor via Procore for construction updates.</li> <li>• Continue receiving/reviewing submittals and RFI's from contractor.</li> <li>• Continue Coordination with CNP, AT&amp;T, and AT&amp;T-Legacy on pole relocations.</li> <li>• Substantial Completion anticipated for March.</li> </ul>
3	Front End Documents	-	Complete	-	-
4/5	Shepherd Drive and Durham Drive	T-0523A/ T-0523B	Funding Application Process	<ul style="list-style-type: none"> <li>• Coordination with the TGC in support of application process.</li> <li>• Continued coordination with COH on water and wastewater needs, as needed.</li> <li>• Prepared for and attended TIP Meeting at H-GAC held 12/18/2018.</li> </ul>	<ul style="list-style-type: none"> <li>• Continue support for corridor property owner meetings.</li> <li>• Continue coordination with TGC in support of TIP application.</li> </ul>
6	Little Thicket Park	T-0521	Active Design	<ul style="list-style-type: none"> <li>• Submitted project to City Interagency Group and Houston Parks and Recreation.</li> <li>• Council approved Memorandum of Understanding (MOU).</li> <li>• Conducted Site Visit on 11/06/2018.</li> <li>• Submitted 90% Plans to Harris County Engineering</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct Public Meeting 02/27/2019</li> </ul>
7	Heights Boulevard Safety Improvements	T-0527	Planning Level Analysis	<ul style="list-style-type: none"> <li>• Prepared summary of site observations.</li> <li>• Prepared exhibits and memos for alternatives and reviewed with Projects Committee.</li> </ul>	<ul style="list-style-type: none"> <li>• Review draft memos and alternatives for improvements with Board on 2/28/2019.</li> <li>• Meet with COH Jeff Weatherford upon confirmation of alternatives.</li> </ul>

## **EXHIBIT “D”**

### **Form of Work Authorization**

#### **AMENDMENT 6 TO WORK AUTHORIZATION NO. 1 FOR MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

This Work Authorization authorizes consultant services to be performed by JONES | CARTER (the “Consultant”) pursuant to the Agreement for Program Management and Engineering Services (the “Agreement”) between the Consultant and Memorial-Heights Redevelopment Authority (the “Owner”). Unless otherwise defined herein, all capitalized terms used in this Work Authorization are defined in the Agreement.

This Work Authorization consists of the following:

- 1.0 BASIC CONSULTANT SERVICES – Non-CIP: Time and materials basis  
Upon execution of this Work Authorization, the Consultant will provide the following Basic Consultant Services. The activities included and the estimated hours for each are as follows:
- a. General On-Call – Board meetings, committee meetings, workshops, unplanned project efforts, CIP coordination, etc.
  - b. 20<sup>th</sup> Street – Design and reconstruction efforts for this corridor are being led by the COH. The team will meet with the COH as necessary and keep track of the status of the ongoing discussion and future plans for this corridor.
  - c. COH Database – Update and maintain records for all projects in COH MWDBE database.

5.0 PAYMENT

Payment to the Consultant for the Services rendered in connection with the Project shall be made in accordance with Exhibit “B” to the Agreement and shall not exceed \$191,978.

Work Authorization 1:	\$51,598
Amendment 1:	\$27,380
Amendment 2:	\$28,000
Amendment 3:	\$10,000
Amendment 4:	\$25,000
Amendment 5:	\$25,000
Amendment 6:	\$25,000

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of \_\_\_\_\_, 20\_\_.

**OWNER:**  
**MEMORIAL-HEIGHTS REDEVELOPMENT**  
**AUTHORITY**

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

**CONSULTANT:**  
**JONES | CARTER**

By:   
Name: Erin Williford  
Title: Department Manager

**ATTEST:**  
**JONES | CARTER**

By:   
Name: Kristen Hennings  
Title: Senior Project Manager

### SCHEDULE OF HOURLY RATES

Effective January 2019 - Subject to Annual Revision in January 2020

#### **ENGINEERING PERSONNEL**

Design Engineer I	\$100
Design Engineer II	\$120
Professional Engineer I	\$140
Professional Engineer II	\$160
Professional Engineer III	\$185
Professional Engineer IV	\$215
Professional Engineer V	\$230
Practice Leader	\$250

#### **ELECTRICAL ENGINEERING PERSONNEL**

Electrical Design Engineer I	\$110
Electrical Design Engineer II	\$130
Electrical Professional Engineer I	\$155
Electrical Professional Engineer II	\$170
Electrical Professional Engineer III	\$190
Electrical Professional Engineer IV	\$225
Electrical Professional Engineer V	\$240

#### **CONSTRUCTION PERSONNEL (Includes Mileage)**

Project Representative I	\$ 60
Project Representative II	\$ 85
Project Representative III	\$105
Project Representative I – Treatment Facilities	\$ 85
Project Representative II – Treatment Facilities	\$110
Project Representative III – Treatment Facilities	\$135
Construction Manager I	\$100
Construction Manager II	\$120
Construction Manager III	\$140
Construction Manager IV	\$160
Construction Manager V	\$185

#### **SOFTWARE ENGINEER**

Software Engineer I	\$120
Software Engineer II	\$185
Software Engineer III	\$230

#### **PLANNING PERSONNEL**

Planner I	\$ 90
Planner II	\$120
Planner III	\$150

#### **DESIGNERS/DRAFTING PERSONNEL**

CAD Operator I	\$ 55
CAD Operator II	\$ 75
CAD Operator III	\$ 95
Designer I	\$ 95
Designer II	\$115
Designer III	\$135
GIS Operator I	\$ 80
GIS Operator II	\$105
GIS Operator III	\$140

#### **SURVEYING PERSONNEL**

1-Person Field Crew	\$125
2-Person Field Crew	\$170
3-Person Field Crew	\$205
4-Person Field Crew	\$235
Scanner Equipment	\$100
Survey Technician I	\$ 65
Survey Technician II	\$ 80
Survey Technician III	\$100
Project Surveyor I	\$ 75
Project Surveyor II	\$ 85
Project Surveyor III	\$100
Project Surveyor IV	\$115
Chief of Survey Crews	\$100
Registered Professional Land Surveyor	\$160
Survey Manager	\$185

#### **OFFICE PERSONNEL**

Engineer's Assistant I	\$ 60
Engineer's Assistant II	\$ 75
Engineer's Assistant III	\$ 85
Admin I	\$ 55
Admin II	\$ 75
Admin III	\$100
Assistant Controller/ Chief Accountant	\$110
Corporate/Project Acct. I	\$ 75
Corporate/Project Acct. II	\$ 90

# **SCHEDULE OF REIMBURSABLE EXPENSES**

Effective January 2019

Subject to Annual Revision in January 2020

## 1. Reproduction performed in office

<u>Size</u>	<u>Black &amp; White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$ .50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$ .75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black &amp; White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

### Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

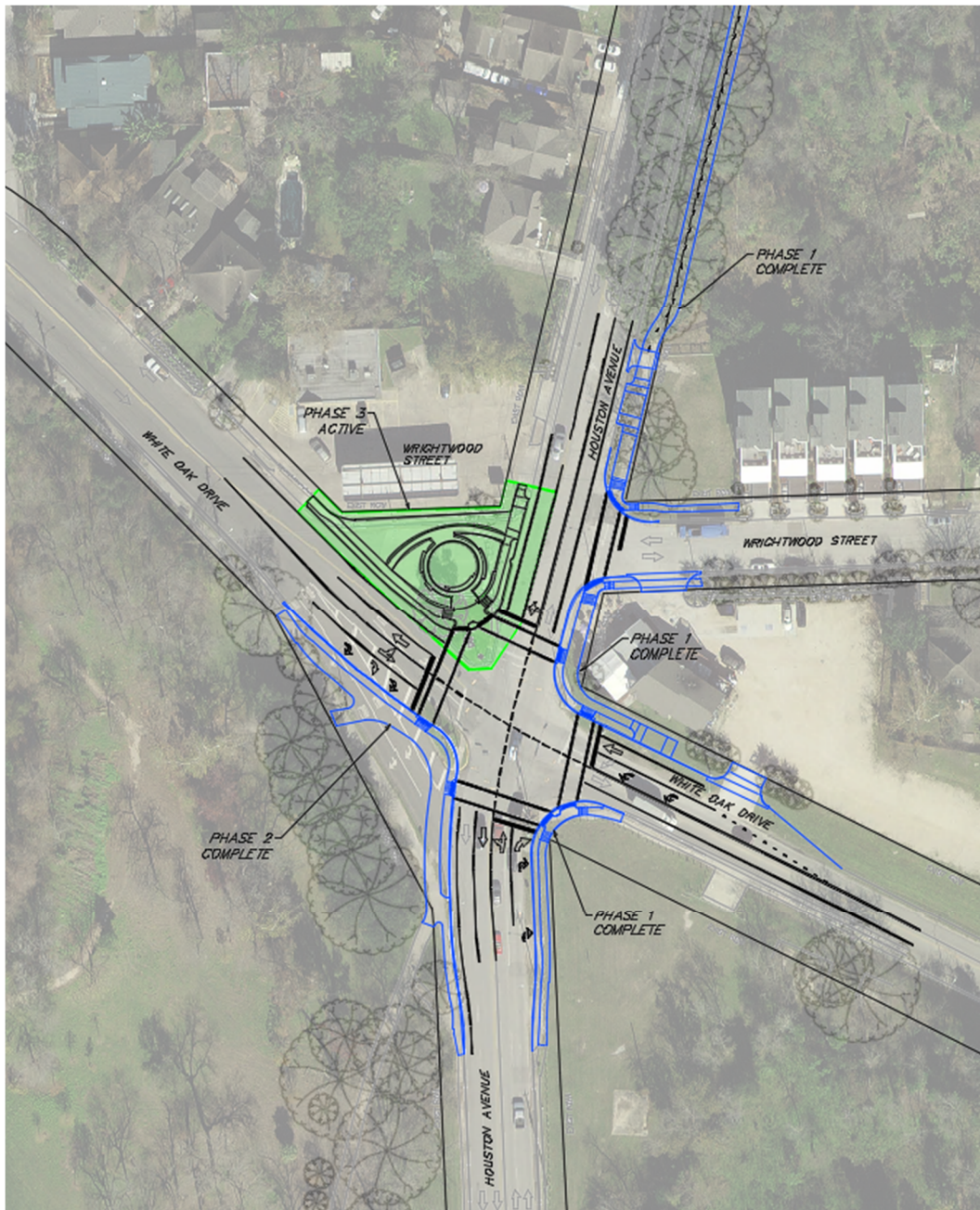
2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
  - a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
  - b. Special Rental Equipment: Cost, plus 10%
  - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
  - d. Iron Rods and Pipes: Cost, plus 10%
  - e. All-Terrain Vehicle (ATV): \$150/day
  - f. Overnight Stays: \$190/night
  - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
  - h. Sales Tax: To be paid on boundary-related services.
  - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Final 2019  
Standard

## Houston Avenue & White Oak Drive Intersection Improvements

### Project Location

The site is located at the intersection of Houston Avenue and White Oak Drive just northwest of the I-45 and I-10 interchange.



### Project Purpose

The purpose of the project is to help attract new investment in the area and serve area residents and visitors by:

- alleviating driver confusion,
- improve crossing conditions,
- address safety concerns, and
- implement connectivity to all amenities surrounding the intersection

### Project Description

The site is located at the northwest corner of I-45 and I-10 and will include realignment of the intersection to improve and create safer crossing conditions, connectivity to park and bike routes, and beautification of the gateway space at the northeastern corner of the intersection. Work includes demolition of existing pavement, sidewalks, and traffic signals, installation of new roadway pavement, traffic signals, shared use path, bicycle and pedestrian facilities, associated landscaping; and related work.

### Status Report

Submittals: 87 reviewed, 3 pending.

RFIs: 42 closed. 2 currently pending.

Pole relocations for CenterPoint, AT&T, and AT&T – Legacy is underway, expected completion 2/28/2019.

Phase 1 work along east side of Houston Avenue is complete.

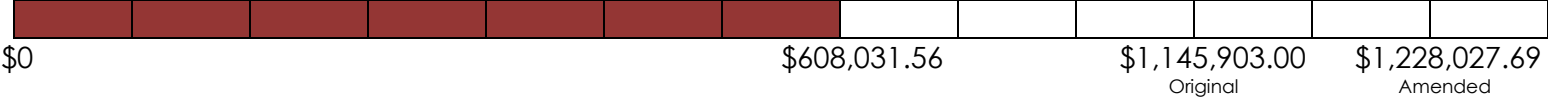
Phase 2 along White Oak Drive is complete.

Phase 3 along northwest corner of intersection is underway.

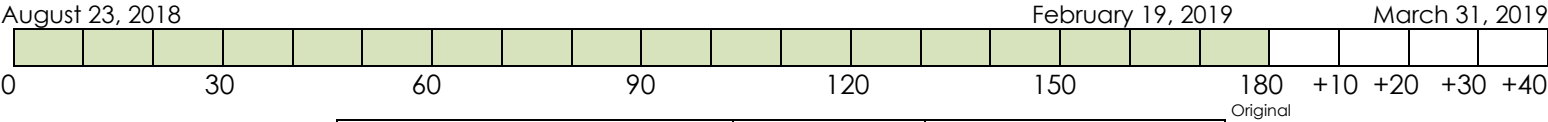
Bi-Weekly O.A.C. Meeting are held every other Tuesday.



Construction Financials (dollars)



Construction Schedule (days)



Change Orders	Time (days)	Amount (dollars)
Change Order 1	10	\$74,874.39
Change Order 2	4	\$7,277.30
Change Order 3	10	\$3,615.58
AT&T Legacy Delays	15	\$0.00

Progress Photographs







## Upcoming Work

- Pole relocations for CenterPoint, AT&T, and AT&T- Legacy will continue.
- Landscaping elements along North West corner, Phase 3 will continue.
- New traffic signals in the coming weeks.
- Earthwork, walls, slabs and structural work at gateway underway.
- Plants to be selected in the coming weeks.
- Paver mock ups for engineer/architectural review in the coming weeks.

## Contact Information

### Construction Manager (CM)

Jones & Carter, Inc. (J | C)  
1575 Sawdust Road, Suite 400  
The Woodlands, Texas 77380  
832.302.1272  
Contact: James McCain

### Contractor

RAC Industries, LLC.  
2512 Cocoa Lane  
Pasadena, TX 77502  
281.970.5300  
Contact: Ted Labuzan







Jones & Carter, Inc.  
1575 Sawdust Rd, Suite 400  
The Woodlands, Texas 77380-4241  
Phone: (713) 389-1566

Project: 14760-0002-00 - HAWO - Houston Ave & White Oak Dr  
Intersection  
2520 Houston Ave  
Houston, Texas 77009

**DRAFT**

## Prime Contract Potential Change Order #005: White Oak Drive Pavement Upgrade

<b>TO:</b>	Memorial Heights Redevelopment Authority/TIRZ 5 1900 West Gray PO Box 130627 Houston Texas, 77219	<b>FROM:</b>	RAC Industries, Inc. 2512 Cocoa Ln Pasadena Texas, 77502
<b>PCO NUMBER/REVISION:</b>	005 / 0	<b>CONTRACT:</b>	1 - HAWO - Houston Ave & White Oak Dr Intersection Prime Contract
<b>REQUEST RECEIVED FROM:</b>	Ted Labuzan (RAC Industries, Inc.)	<b>CREATED BY:</b>	James McCain (JonesCarter, The Woodlands)
<b>STATUS:</b>	Draft	<b>CREATED DATE:</b>	2/19/2019
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Unit/Quantity Based
<b>SCHEDULE IMPACT:</b>	39 days	<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$3,615.58

**POTENTIAL CHANGE ORDER TITLE:** White Oak Drive Pavement Upgrade

**CHANGE REASON:**

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

Contractor to furnish all material, labor, equipment, and subcontractors to install:

Sawcut 160 linear feet, remove 105.8 square yards of asphalt and base material, adjust the cross slope grade, install new base material, and install 4-inches of HMAC.

Due to delays by AT&T-Legacy that are outside the control of the project team the period of performance will be extended 15 days. AT&T-Legacy has yet to complete their work.

Change Order 1 required 10 additional days to complete. This will be granted.

Change Order 2 requires 4 additional days to complete. This will be granted.

This Change Order required 10 additional days to complete. This will be granted.

The total additional days being awarded to the contract is 39 days.

The new substantial completion date is March 30, 2019.

**ATTACHMENTS:**

[Proposed Changer Order 2.19.2019.pdf](#) [\\_rough estimate.xlsx](#)

#	Cost Code	Description	Type	Quantity	Units	Unit Cost	Subtotal
1	1-B4 - Sawcut Existing Pavement, Full Depth	Saw cut additional lengths for base grade adjustments	Other	160.0	LF	\$6.00	\$960.00
2	1-B6 - Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	LTS installed for base grade adjustments	Other	105.8	SY	\$6.60	\$698.28
3	1-B1 - Remove and Dispose Existing Pavement with or without base, curb, or surface	Additional removal of pavement Saw cut additional lengths for base grade adjustments	Other	105.8	SY	\$5.20	\$550.16
4	1-B11 - Furnish and Install 4" HMAC Surface (2-Inch Lifts)	Additional asphalt Saw cut additional lengths for base grade adjustments	Other	105.8	SY	\$28.00	\$2,962.40



5	1-B9 - Mill and Dispose Existing Asphalt Surface (2-inch)	Not required since the entire road section will be removed and replaced.	Other	-105.8	SY	\$3.70	(\$391.46)
6	1-B10 - Furnish and Install 2" HMA Overlay	Not required since the entire road section will be removed.	Other	-105.8	SY	\$11.00	(\$1,163.80)
Subtotal:							\$3,615.58
Grand Total:							\$3,615.58

Kristen Hennings (JonesCarter, Houston)

6330 West Loop South, Suite 150  
Bellaire Texas 77401

Memorial Heights Redevelopment  
Authority/TIRZ 5

1900 West Gray PO Box 130627  
Houston Texas 77219

RAC Industries, Inc.

2512 Cocoa Ln  
Pasadena Texas 77502

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

## **EXHIBIT “D”**

### **Form of Work Authorization**

#### **AMENDMENT 2 TO WORK AUTHORIZATION NO. 6 FOR MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

This Work Authorization authorizes consultant services to be performed by JONES | CARTER (the “Consultant”) pursuant to the Agreement for Program Management and Engineering Services (the “Agreement”) between the Consultant and Memorial-Heights Redevelopment Authority (the “Owner”). Unless otherwise defined herein, all capitalized terms used in this Work Authorization are defined in the Agreement.

This Work Authorization consists of the following:

**1.0 BASIC CONSULTANT SERVICES –  
Project No. T-0521 Little Thicket Park Improvements**

<b>Total Cost:</b>	<b><u>\$146,599.00</u></b>
<b>Work Authorization No. 6</b>	<b>\$70,899.00</b>
<b>Amendment 1:</b>	<b>\$64,500.00</b>
<b>Amendment 2:</b>	<b>\$11,200.00</b>

The project will include the following components:

- Public Meeting

Per preliminary feasibility study, the proposed slope stabilization design includes rebuilding the slope in a “stair step” configuration using gabion baskets for retaining walls. The upper slopes will be vegetated, while the lower slopes will consist of gabion mattress for erosion protection.

Upon execution of this Work Authorization, the Consultant will provide Basic Consultant Services for the Project. The activities included are as follows:

- a. Preparation of presentation for public meeting.
- b. Preparation of public meeting materials (sign-in sheets, comment cards, and name tags for Board members, team, and Council Member staff).
- c. Preparation of graphics for public meeting (simple renderings of proposed slope improvements – to show more than engineering drawings).
- d. Preparation of boards and printing.

- e. Coordinate and execute sound system rental for facility.
- f. Attendance for 3 J/C team members.

5.0 PAYMENT

Payment to the Consultant for the Services rendered in connection with the Project shall be made in accordance with Exhibit "B" to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of \_\_\_\_\_, 20\_\_.

**OWNER:**  
**MEMORIAL-HEIGHTS REDEVELOPMENT**  
**AUTHORITY**


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

**CONSULTANT:**  
**JONES | CARTER**

By: Erin E. Williford  
Name: Erin Williford  
Title: Department Manager

**ATTEST:**  
**JONES | CARTER**

By: Kristen Hennings  
Name: Kristen Hennings  
Title: Senior Project Manager

 JONES CARTER		Practice Leader	PEV	PEIV	DEII	DEI		Admin III		GIS OP III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 10%)	Total Budget
		\$250.00	\$230.00	\$215.00	\$120.00	\$100.00		\$100.00		\$140.00						
<b>BASIC SERVICES</b>																
<b>Task 100 - Preliminary Phase Services</b>																
1	Prepare Presentation		1	5	8	30						\$5,265			\$0.00	\$5,265.00
2	Create Renderings		1							16		\$2,470			\$0.00	\$2,470.00
3	Prepare Meeting Materials			1	4			4				\$1,095			\$0.00	\$1,095.00
4	Coordinate and Execute A/V Rental for Facility				2							\$240			\$0.00	\$240.00
5	Meeting Attendance		2	2	2							\$1,130			\$0.00	\$1,130.00
																\$0.00
<b>Task 800 - Reimbursable Expenses</b>																
1	A/V Rental												\$272.74		\$300.01	\$300.01
2	Food & Drinks												\$376.35		\$413.99	\$413.99
3	Facility Rental												\$200.00		\$220.00	\$220.00
4	Mileage												\$60		\$66.00	\$66.00
5															\$0.00	\$0.00
																\$0.00
Hours Subtotal		0	4	8	16	30		4		16						
<b>SUBTOTAL BASIC SERVICES</b>		\$ -	\$ 920	\$ 1,720	\$ 1,920	\$ 3,000		\$ 400		\$ 2,240		\$10,200	\$909.09	\$0.00	\$1,000.00	\$11,200.00

## MEMORANDUM

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**To:** Sherry Weesner, MHRA / TIRZ No. 5

**From:** Erin Williford, Jones|Carter

**Date:** February 13, 2019

**Re:** Shared-Use Path Connection at Heights Boulevard and Washington Avenue

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### PURPOSE

As part of an effort to improve pedestrian and bicycle network connectivity and enhance safety, Memorial Heights Redevelopment Authority (TIRZ No. 5) has requested design recommendations for the intersection of Heights Boulevard and Washington Avenue. The intersection represents a gap between a pair of on-street bicycle lanes on Heights Boulevard to the north and a shared-use path to the south, ultimately connecting to Buffalo Bayou Park. The design alternatives aim to safely transition bicyclists through the intersection.

### EXISTING CONDITIONS

North of Washington Avenue, Heights Boulevard is a four-lane divided roadway with 5-foot-wide bicycle lanes along the curb in each direction. The right-of-way is 150 feet and includes continuous 5-foot-wide sidewalks on both sides. The road is classified as a Major Thoroughfare by the City of Houston. At the intersection, Heights Boulevard southbound carries one left-turn lane, two through lanes, and one channelized right-turn lane separated from the other lanes by a triangular raised concrete median. Approaching the intersection, the bicycle lane follows the western edge of the southbound through lane, crossing the entrance to the channelized right-turn lane, before terminating at the stop bar at the intersection. At this point, southbound bicyclists have no clear route across the intersection.

South of the intersection, Heights Boulevard is a six-lane divided roadway with a right-of-way of 120 feet. Approaching the intersection from the south, the northbound lanes expand from 3 lanes to 4: one channelized left-turn lane, two through lanes, and one channelized right-turn lane. There are no on-street bicycle facilities south of the intersection.

Cross streets in the area include Washington Avenue (100-ft. ROW) and Center Street (60-ft. ROW). Washington Avenue is classified as a Major Thoroughfare by the City of Houston and its configuration near the intersection varies from five to six lanes, depending on approach direction. Center Street is classified as a Minor Collector and carries two lanes.

### PROPOSED ALTERNATIVES

Keeping with the purpose of improving bicyclist and pedestrian network connectivity and enhancing safety, two alternative designs for the intersection of Heights Boulevard and Washington Avenue have been identified. These proposals comply with the City of Houston *Infrastructure Design Manual* (IDM) for new construction.

## *Alternative 1 – Intersection Modifications at Heights Boulevard and Washington Avenue*

Engineers' cost estimate: \$240,000

### North of Washington Avenue

- Restripe existing southbound on-street bicycle lane on Heights Blvd. to meet city standards
- Reconstruct and widen triangular median island at northwestern corner of intersection to accommodate existing bicycle lane; narrow existing southbound vehicular lanes on Heights Blvd. approaching intersection
- Raise bicycle lane onto median island, then lower into shared-use path landing area

### Within intersection

- Restripe all crosswalks around intersection to match width and alignment of shared-use path
- Reconstruct landing areas at all corners of intersection (except southeast) to match width and alignment of shared-use path
- Modify existing traffic signals at intersection to add pedestrian signal heads at every corner and bring into compliance with ADA requirements

### South of Washington Avenue

- Close the western southbound lane of Heights Blvd.
- Relocate curb to edge of closed lane

## *Alternative 2 – Shared-Use Path with Crossing at Center Street*

Engineers' cost estimate: \$273,000

### North of Center Street

- Raise southbound on-street bicycle lane onto shared-use path before intersection of Center St. and Heights Blvd.
- Construct path landing area and curb ramps at northwest corner of Center St. intersection
- Construct new shared-use path crossing on north side of Center St. in median of Heights Blvd., crossing users from west to east, with new curb ramps and landing areas at each end of median
- Add pedestrian signal heads at Center St. path crossing to bring into compliance with ADA requirements

### South of Center Street

- Construct new shared-use path along eastern right-of-way of Heights Blvd. with new landing areas at northeast and southeast corners of intersection with Center St.
- Move the eastern curb of the northbound lanes of Heights Blvd. five feet westward (to edge of existing on-street bike lane) to provide additional buffer for shared-use path
- Construct new path landing area and curb ramps at northeastern corner of intersection of Heights Blvd. and Washington Ave.
- Restripe and widen eastern crosswalk to connect to shared-use path at southeastern corner of Heights Blvd. and Washington Ave.

The proposed alternatives include a shared-use path which begins at the southeastern corner of the intersection of Heights Boulevard and Washington Avenue and continues south. This section of shared-use path is included in the Buffalo Heights development by Midway and therefore is not included in the cost estimate. Aside from minor restriping along the proposed shared-use path, the cross streets remain unchanged in both alternatives.

**HEIGHTS BOULEVARD AT WASHINGTON AVENUE INTERSECTION IMPROVEMENTS**  
**PRELIMINARY COST ESTIMATE**  
**ALTERNATIVE 1**  
*Intersection Modifications at Heights Boulevard and Washington Avenue*

DRAFT

	ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL
<b>GENERAL</b>					
1	Mobilization/Demobilization	LS	\$ 9,300.00	1	\$ 9,300.00
2	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000.00
3	Storm Water Pollution Prevention Plan	LS	\$ 3,000.00	1	\$ 3,000.00
<b>PAVING</b>					
4	Remove and Dispose of Existing Sidewalk, Curb Ramps, and Driveways (All depths and materials)	SY	\$ 10.00	272	\$ 2,800.00
5	Remove and Dispose of Concrete Curb/Concrete Curb and Gutter	LF	\$ 10.00	465	\$ 4,700.00
6	Remove and Dispose of Existing Asphaltic Concrete Pavement, Including Sawed Cuts, Surface, and Base, All Thicknesses	SY	\$ 12.00	391	\$ 4,700.00
7	Remove and Dispose of Concrete Pad, Island, and/or Median, all Types and all Thicknesses	SY	\$ 10.00	141	\$ 1,500.00
8	Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	LF	\$ 25.00	610	\$ 15,300.00
9	Furnish and Install 7-inch Reinforced Concrete Driveways, Complete in Place	SY	\$ 85.00	85	\$ 7,300.00
10	Furnish and Install 4 1/2-inch Thick Concrete Curb Ramps with Light Broom Finish, Complete in Place	EA	\$ 25.00	8	\$ 200.00
11	Furnish and Install 4 1/2-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	SF	\$ 10.00	1,700	\$ 17,000.00
12	Furnish and Install Concrete Median, Complete in Place	SF	\$ 10.00	1,700	\$ 17,000.00
13	Furnish and Install 4-inch Wide Broken White Pavement Markings, Complete in Place	LF	\$ 1.00	375	\$ 375.00
14	Furnish and Install 6-inch Wide Solid White Pavement Markings, Complete in Place	LF	\$ 2.50	159	\$ 398.00
15	Furnish and Install 6-inch Wide White Guide Pavement Markings, Complete in Place	LF	\$ 1.25	56	\$ 70.00
16	Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	LF	\$ 3.00	635	\$ 1,905.00
17	Furnish and Install 24-inch Wide Solid White Pavement Markings, Complete in Place	LF	\$ 8.00	163	\$ 1,304.00
18	Furnish and Install 60-inch Solid Green Pavement Markings, Complete in Place	LF	\$ 50.00	30	\$ 1,500.00
<b>TRAFFIC</b>					
19	Modification to Existing Traffic Signal	EA	\$ 75,000.00	1	\$ 75,000.00
<b>LANDSCAPING</b>					
20	Sod Turf	SF	\$ 0.60	318	\$ 200.00
<b>SUBTOTAL</b>					<b>\$ 173,552.00</b>
<b>CONTINGENCY (20%)</b>					<b>\$ 34,800.00</b>
<b>CONSTRUCTION TOTAL</b>					<b>\$ 208,352.00</b>
<b>DESIGN FEE (15%)</b>					<b>\$ 31,300.00</b>
<b>TOTAL</b>					<b>\$ 239,652.00</b>

**Assumptions:**

- (1) Construction of curb ramps and pedestrian/bicycle landing at southeastern corner of Heights Boulevard and Washington Avenue is responsibility of developers of Buffalo Heights complex.
- (2) Signal modifications necessary at Washington Avenue intersection.
- (3) Full reconstruction of concrete island pad at northeastern corner of intersection.

This Document is Released for the Purpose of:

**General Financial Planning**

Under the Authority of:

Engineer: Erin E. Williford  
License No.: 102474

It is Preliminary in Nature and not to be Used for Feasibility of Land Purchases, Bond Applications, Loans or Grants.



**HEIGHTS BOULEVARD AT WASHINGTON AVENUE INTERSECTION IMPROVEMENTS**  
**PRELIMINARY COST ESTIMATE**  
**ALTERNATIVE 2**  
*Shared-Use Path with Crossing at Center Street*

DRAFT

	ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL
<b>GENERAL</b>					
1	Mobilization/Demobilization	LS	\$ 15,800.00	1	\$ 15,800.00
2	Traffic Control	LS	\$ 10,000.00	1	\$ 10,000.00
3	Storm Water Pollution Prevention Plan	LS	\$ 3,000.00	1	\$ 3,000.00
4	Remove and Dispose of Trees	EA	\$ 650.00	5	\$ 3,250.00
<b>PAVING</b>					
5	Remove and Dispose of Existing Sidewalk, Curb Ramps, and Driveways (All depths and materials)	SY	\$ 10.00	484	\$ 4,840.00
6	Remove and Dispose of Concrete Curb/Concrete Curb and Gutter	LF	\$ 10.00	480	\$ 4,800.00
7	Remove and Dispose of Existing Asphaltic Concrete Pavement, Including Sawed Cuts, Surface, and Base, All Thicknesses	SY	\$ 12.00	234	\$ 2,810.00
8	Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	LF	\$ 25.00	362	\$ 9,050.00
9	Furnish and Install 7-inch Reinforced Concrete Driveways, Complete in Place	SY	\$ 150.00	134	\$ 20,100.00
10	Furnish and Install 4 1/2-inch Thick Concrete Curb Ramps with Light Broom Finish, Complete in Place	EA	\$ 25.00	11	\$ 280.00
11	Furnish and Install 4 1/2-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	SF	\$ 10.00	4,500	\$ 45,000.00
12	Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	LF	\$ 3.00	555	\$ 1,670.00
13	Furnish and Install 24-inch Wide Solid White Pavement Markings, Complete in Place	LF	\$ 8.00	116	\$ 930.00
14	Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	LF	\$ 1.25	62	\$ 80.00
<b>STORM SEWER</b>					
15	Remove and Dispose of Existing Storm Sewer Inlet, All Sizes, All Depths	EA	\$ 550.00	2	\$ 1,100.00
16	Remove and Dispose of Existing Storm Sewer Pipes, All Sizes, All Depths	LF	\$ 25.00	65	\$ 1,630.00
17	Furnish and Install Type B-B Inlet with Frame & Grate, Complete in Place	EA	\$ 4,500.00	2	\$ 9,000.00
18	Furnish and Install 24-inch RCP, All Depths, Complete in Place	LF	\$ 200.00	65	\$ 13,000.00
<b>TRAFFIC</b>					
19	Modification to Existing Traffic Signal	EA	\$ 50,000.00	1	\$ 50,000.00
<b>LANDSCAPING</b>					
20	Sod Turf	SF	\$ 0.60	1,422	\$ 860.00
<b>SUBTOTAL</b>					<b>\$ 197,200.00</b>
<b>CONTINGENCY (20%)</b>					<b>\$ 39,440.00</b>
<b>CONSTRUCTION TOTAL</b>					<b>\$ 236,640.00</b>
<b>DESIGN FEE (15%)</b>					<b>\$ 35,496.00</b>
<b>TOTAL</b>					<b>\$ 272,136.00</b>

**Assumptions:**

- (1) Construction of curb ramps and pedestrian/bicycle landing at southeastern corner of Heights Boulevard and Washington Avenue is responsibility of developers of Buffalo Heights complex.
- (2) Signal modifications necessary only at Center Street intersection, not at Washington Avenue.
- (3) All affected driveways will be reconstructed to match existing width and location.
- (4) Eastern curb of northbound lanes of Heights Boulevard between Washington Avenue and Center Street will be shifted 5 feet westward.

This Document is Released for the Purpose of:

**General Financial Planning**

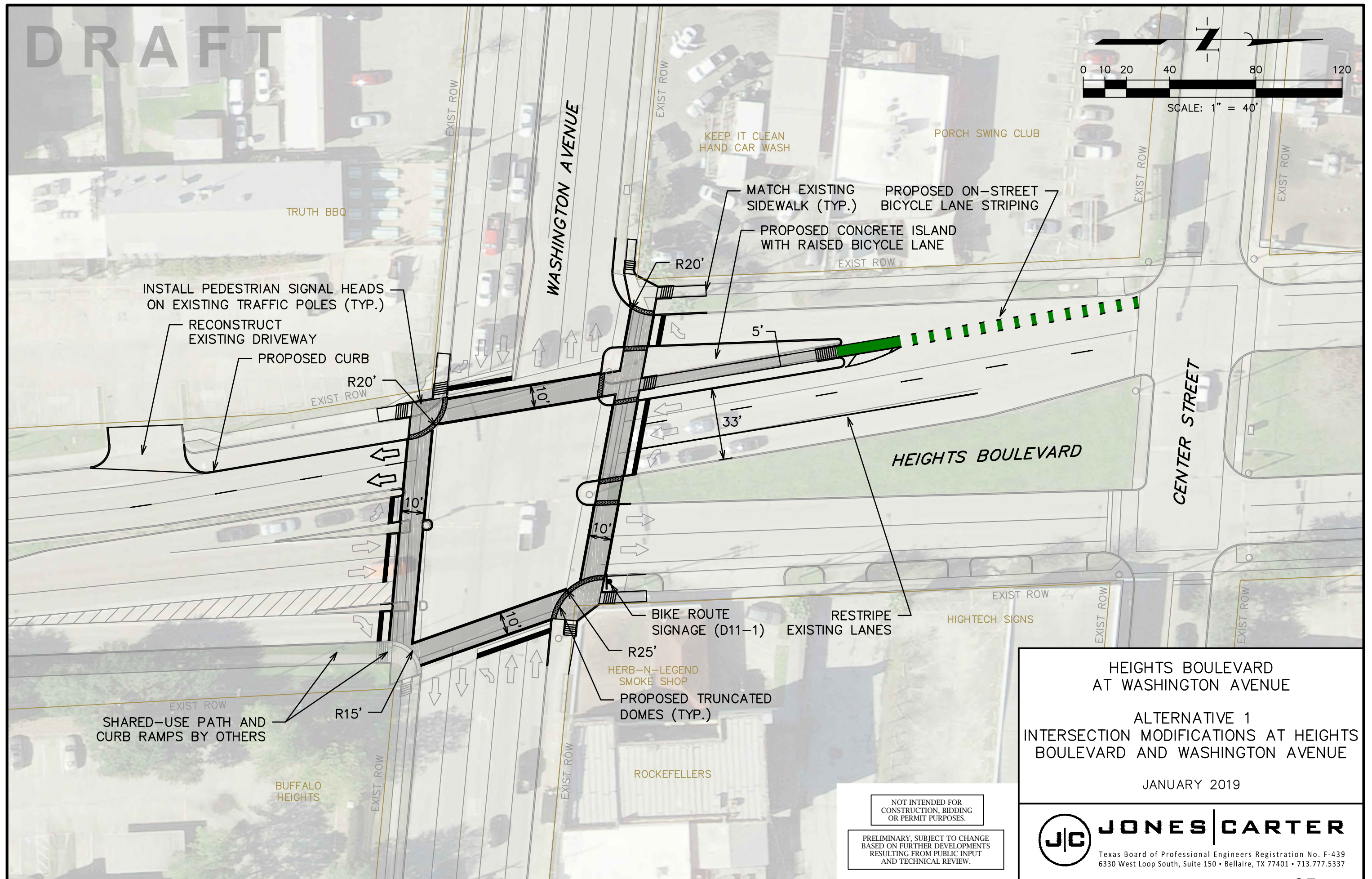
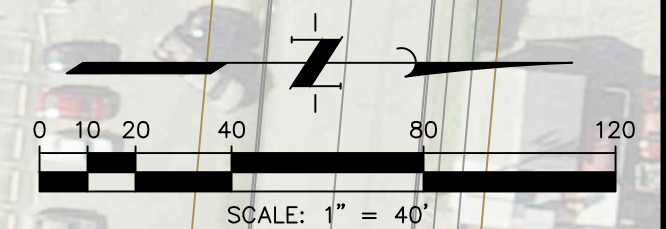
Under the Authority of:

Engineer: Erin E. Williford

License No.: 102474

It is Preliminary in Nature and not to be Used for Feasibility of Land Purchases, Bond Applications, Loans or Grants.

DRAFT



HEIGHTS BOULEVARD  
AT WASHINGTON AVENUE

ALTERNATIVE 1  
INTERSECTION MODIFICATIONS AT HEIGHTS  
BOULEVARD AND WASHINGTON AVENUE

JANUARY 2019

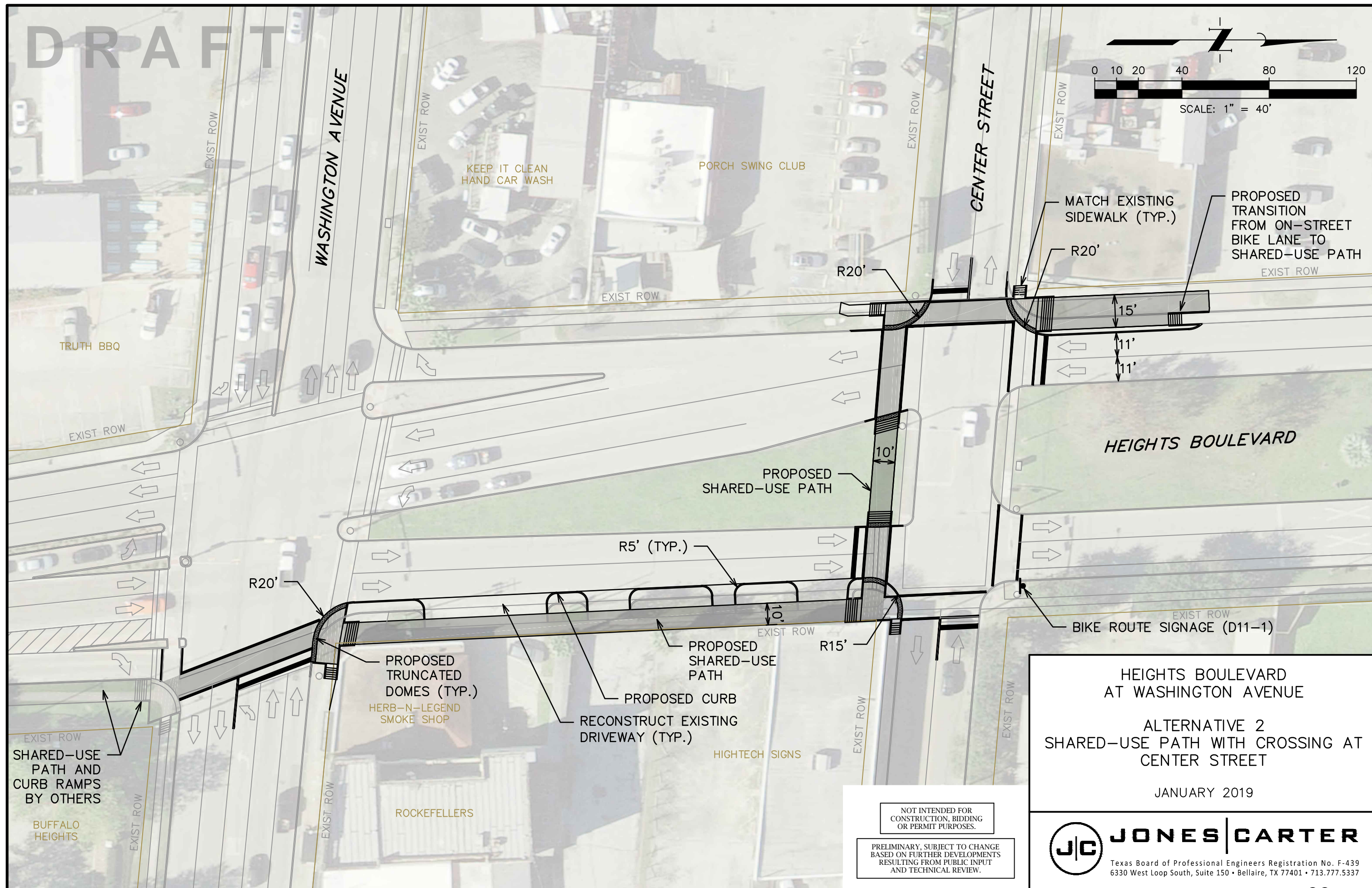
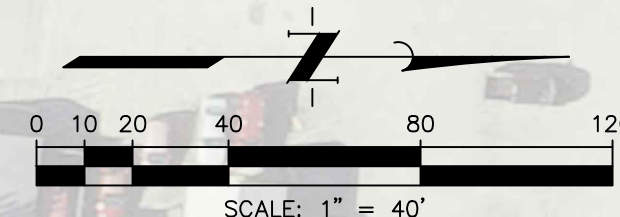


NOT INTENDED FOR  
CONSTRUCTION, BIDDING  
OR PERMIT PURPOSES.

PRELIMINARY, SUBJECT TO CHANGE  
BASED ON FURTHER DEVELOPMENTS  
RESULTING FROM PUBLIC INPUT  
AND TECHNICAL REVIEW.



DRAFT



## MEMORANDUM

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**To:** Sherry Weesner, MHRA / TIRZ No. 5

**From:** Erin Williford, Jones|Carter

**Date:** February 13, 2019

**Re:** MKT Trail Crossing at Heights Boulevard Safety Improvements

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### PURPOSE

As part of an effort to improve pedestrian and bicyclist safety, Memorial Heights Redevelopment Authority (TIRZ No. 5) has requested recommendations for intersection improvements at the MKT Trail (a hike/bike trail) and Heights Boulevard. The recommendations described here seek to increase motorist and trail user awareness of the unsignalized intersection.

### EXISTING CONDITIONS

The MKT Trail crosses Heights Boulevard directly north of the intersection of Heights Boulevard and 7<sup>th</sup> Street. The MKT Trail is a 10-foot-wide concrete path which occupies the right-of-way of the former Missouri–Kansas–Texas Railroad. The 3.2-mile trail begins near Downtown Houston and the University of Houston–Downtown and travels west-northwest to its terminus along the White Oak Bayou Greenway near TC Jester Boulevard.

This intersection is adjacent to two high-intensity land uses. At the northeast corner of the intersection is Donovan Park, a popular playground, which is generally busiest on the weekends. To the west is the Heights Mercantile retail development, which hosts shops and restaurants. A 2016 H-GAC study found the MKT Trail averaged 930 users per day in March and 450 users per day in September, with a peak usage of 80 users per hour occurring on weekend mornings.

At the MKT Trail, Heights Boulevard is a two-lane divided roadway with one 16-foot travel lane, a 5-foot-wide on-street bike lane and an 8-foot-wide parking lane along each outer curb. A 60-foot-wide median provides refuge for crossing pedestrians and bicyclists. Vehicles on 7<sup>th</sup> Street and users of the MKT Trail approaching the intersection are expected to obey stop signs at the corners and in the medians, recognizing traffic on Heights Boulevard does not stop. Classified as a Major Thoroughfare by the City of Houston, Heights Boulevard at the trail had an annual average daily traffic (AADT) count of 15,301 vehicles in 2016.

The MKT Trail currently alerts users of roadway crossings via concrete bollards, stop signs, and pavement markings. There is no warning signage or pavement marking on Heights Boulevard in either direction approaching the crossing. The crossings are standard 10-foot-wide painted crosswalks.

## RECOMMENDATIONS

The Texas Department of Transportation (TxDOT) *Manual on Uniform Traffic Control Devices* (MUTCD) provides technical guidance on the installation of pedestrian hybrid beacons. With a traffic volume of approximately 1,370 vehicles per hour and a crosswalk length of 34 feet, the MKT Trail crossing would require a trail volume of 60 users per hour to warrant installing a pedestrian signal.

While MKT Trail usage does exceed 60 users per hour on weekends, roadway traffic volumes are generally lower at that time. Therefore, the guidance provided in the MUTCD is inconclusive as to whether a pedestrian hybrid beacon is warranted at the intersection. In the interest of safety, further investigation of the feasibility of a hybrid signal via a traffic signal warrant analysis is recommended.

A traffic signal warrant analysis (engineering fee of \$5,000) includes collecting traffic counts on weekdays and Saturdays and analyzing the results. Available data does not currently exist and therefore a determination of whether a signal is warranted cannot be confirmed without further study.

Should a signal be warranted, the construction cost is approximately \$150,000 to \$200,000.

Should a signal not be warranted, effort should be made to draw attention to the trail crossing via the design strategies included in the City of Houston's *Infrastructure Design Manual* (IDM), Chapter 17: Bicycle, Transit and Pedestrian Design Requirements. Possible intersection modifications and their costs include:

- "BIKE XING" advanced pavement marking on Heights Boulevard (\$600)
- Pedestrian/bicycle warning signage (W11-15 and W16-9P) on Heights Boulevard (\$1,700)
- Dual-use crosswalk pavement markings (\$2,000)
- Improved street lighting (\$6,500)
- Curb extensions (\$8,500)
- Raised crossings (\$12,000)

An additional alternative modification to draw attention to the crossing is the *rectangular rapid flashing beacon* (RRFB), a warning sign with flashing lights to alert motorists to crossing trail users in real time. Two RRFBs per crossing are recommended. With a per-unit cost of approximately \$20,000, the installation of RRFBs at the MKT Trail crossing would cost \$80,000. RRFBs have not been formally adopted by the City of Houston but are currently being implemented in some locations with City approval.

# MEMORANDUM

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**To:** Sherry Weesner, MHRA / TIRZ No. 5

**From:** Erin Williford, Jones|Carter

**Date:** February 18, 2019

**Re:** MKT Trail Safety Improvements

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## PURPOSE

As part of an effort to improve pedestrian and bicyclist safety, Memorial Heights Redevelopment Authority (TIRZ No. 5) has requested safety recommendations for the MKT Trail, a hike/bike trail which travels through the Heights between Downtown Houston and the White Oak Bayou Greenway. The recommendations described here aim to improve the visibility of roadway crossings along the trail.

## EXISTING CONDITIONS

The MKT Trail is a 10-foot-wide concrete path which occupies the right-of-way of the former Missouri–Kansas–Texas Railroad. The 3.2-mile trail begins at the Heritage West Bikeway along White Oak Bayou north of Downtown Houston. The trail proceeds west-northwest through the First Ward, underneath Interstate 10, and through a predominately residential area of the Heights before terminating at the White Oak Bayou trail near TC Jester Boulevard. The trail is generally not grade-separated and travels parallel to residential streets.

The MKT Trail intersects with 22 public streets (not including private driveways). Of these crossings, 2 are signalized. In the First Ward portion of the trail, along Spring Street, the trail crossings are generally treated as four-way stops, with both vehicular and trail traffic expected to stop at posted stop signs. To the west, in the Heights portion of the trail, the crossings are generally two-way stops, where trail traffic is expected to wait for a break in traffic to proceed across the street.

Approaching all unsignalized trail crossings, trail users are alerted to the roadway by stop signs, stop bars, double yellow pavement markings, and red-and-white concrete bollards in the center of the trail. Roadway crossings are standard 10-foot-wide painted crosswalks. Much of this safety infrastructure is deteriorating. Examples of infrastructure in need of attention include signage affected by weathering, faded pavement markings, and damaged bollards.

The two signalized crossings along the MKT Trail include a dedicated HAWK signal at Yale Street and a standard pedestrian crossing at the signalized intersection of Sawyer Street and Spring Street.

## RECOMMENDATIONS

### *Small capital improvements*

Weathered, damaged, and missing safety infrastructure should be replaced and rehabilitated along the length of the MKT Trail. The most common safety issue along the trail is faded, damaged, or missing stop signs, which occurs at 11 intersections. Pavement markings (particularly

crosswalks) are faded or missing at 7 intersections. The table below summarizes the issues at each of the trail's roadway crossings.

	Intersection	Dangerous intersection?	Missing bollard	Damaged or missing stop sign	Faded or missing pavement markings
1	Goliad Street		X (east)	X (east)	
2	Hickory Street				
3	Houston Avenue	X		X (east, west)	X (crosswalk, stop bars)
4	Johnson Street				
5	Colorado Street			X (west)	
6	Sabine Street			X (east, west)	X (crosswalk, stop bars)
7	Silver Street				X (crosswalk, stop bars)
8	White Street			X (east, west)	
9	Sawyer Street	X			X (crosswalk)
10	Oxford Street			X (west)	
11	White Oak Drive	X		X (south)	
12	Columbia Street			X (west)	
13	Arlington Street				
14	Cortlandt Street				
15	East 7 <sup>th</sup> Street				
16	Harvard Street				
17	Heights Boulevard			X (all, 4 total)	
18	Yale Street				
19	Allston Street			X (west)	X (crosswalk)
20	Rutland Street				X (crosswalk)
21	Waverly Street			X (west)	
22	North Shepherd Drive			X (west)	X (crosswalk)

With assumed unit costs of \$100 for stop sign repair, \$300 for pavement marking restriping, and \$2,200 for new bollard installation, the estimated cost of these improvements is \$7,000.

Three crossings are particularly unsafe for trail users: Houston Avenue, Sawyer Street, and White Oak Drive. These roads, which are classified as Major Collectors or Major Thoroughfares by the City of Houston, are considerably wider and busier than the local streets the MKT Trail crosses. As such, recommendations to improve safety at these high-risk intersections have been developed.

#### *Houston Avenue crossing*

At the MKT Trail, Houston Avenue is a four-lane undivided roadway. While a pair of advance trail crossing warning signs warns drivers in each direction of the crossing, the crosswalk itself is faded and lacks identifying signage. Additionally, the crossing's location approximately 550 feet north and 2,000 feet south of the nearest signalized intersections results in long periods without a break in traffic. Possible treatments for this crossing include high visibility crosswalk pavement markings (\$2,000) and the installation of rectangular rapid flashing beacons (RRFBs) or a HAWK signal (if

justified by a traffic signal warrant study) (\$40,000). The total cost to implement these recommendations is \$42,000.

#### *Sawyer Street crossing*

The MKT Trail crosses Sawyer Street at its signalized intersection with Spring Street. The roadway intersection treats the trail crossing as a standard crosswalk with pedestrian signal heads at each corner. As the main entrance to the Sawyer Heights retail development, this intersection sees high traffic volumes.

The current design of the intersection minimizes trail user visibility. The northeastern corner lacks a landing area, curbs, and ADA-compliant pedestrian ramps. The trail stop bar sits behind the roadway stop bar, removing trail users from the field of vision of drivers. The area between the end of the trail and the crosswalk is unpaved. A curb and pedestrian ramp are present at the northwestern corner, but the 40-foot corner radius reduces visibility and allows vehicles to make high-speed right turns.

Possible improvements to this intersection include the construction of curbs and a trail landing area with ramps at the northeastern corner (\$10,000), reducing the corner radius at the northwestern corner (\$10,000), and restriping the crosswalk with high-visibility pavement markings (\$2,000). The total cost to implement these recommendations is \$22,000.

#### *White Oak Drive crossing*

White Oak Drive at the MKT Trail is a 44-foot wide two-lane street with parking lanes along each curb. The unsignalized, diagonal trail crossing and nearby parked cars make checking for a clearing in traffic difficult for trail users. Possible improvements include installing curb bulb-outs around the crosswalk to reduce the crossing distance and improve visibility (\$10,000), installing rectangular rapid flashing beacons (RRFBs) to alert drivers (\$40,000), and restriping the crosswalk with high visibility pavement markings (\$2,000). The total cost to implement these recommendations is \$52,000.

#### *Summary*

The total cost of the recommendations presented here is summarized below:

Item (quantity)	Total
Stop sign (18)	\$1,800
Pavement markings (10)	\$3,000
Bollard (1)	\$2,200
Houston Avenue crossing modifications	\$42,000
Sawyer Street crossing modifications	\$22,000
White Oak Drive crossing modifications	\$52,000
Subtotal	\$123,000
Contingency (30%)	\$36,900
<b>Total</b>	<b>\$159,900</b>



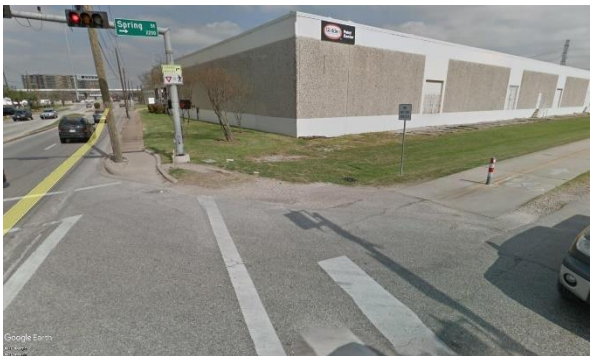
## SITE VISIT PHOTOS



**Goliad Street looking west.** Missing concrete bollard and stop sign blocked by overgrowth.



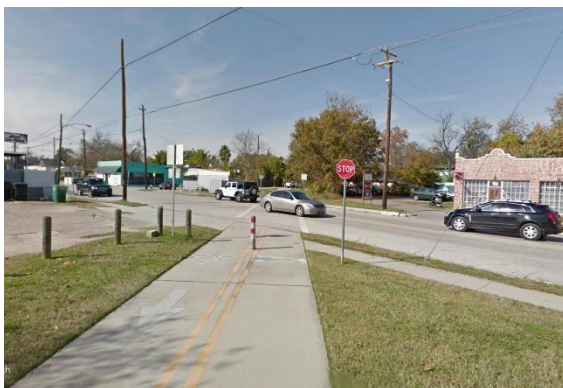
**Sawyer Street looking west.** Trail users must traverse the ambiguous area at the bottom of the image to access the crosswalk.



**Northeast corner of Sawyer Street.** The trail ends before the stop bar for westbound Spring Street traffic. There is no formal landing area with ramps or a curb to protect trail users.



**White Oak Drive looking north.** Weathered stop sign on the south side of the intersection.



**White Oak Drive looking north.** Diagonal, unsignalized crossing over wide two-lane street.



**Heights Boulevard.** Close-up of a weathered stop sign showing sun damage.



**Memorial Heights Redevelopment Authority  
Monthly Financial Report Summary  
February Board Meeting  
Thursday, February 28, 2019**

At the beginning of October, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$10,303,980. TIRZ #5 received a total of \$52,097, from Investment interest. During the period, TIRZ #5 processed \$966,075 in disbursements during the period. 77% of the disbursements related to disbursements to Sovereign Regent Square for Developer Reimbursement (\$273,380) and to RAC Industries for Capital Project work (\$465,297). The ending balance as of month end January 31, 2019 was \$9,390,002.

The invoices pending approval for February total \$181,774. See attached "Unpaid Bills Detail" Report on page 3. A transfer of \$175,000 is required from the Money Market Account to the Operating account to cover outstanding invoices.

There was \$641,305 spent for Capital Projects for the period. The project that utilized the majority of the funding was T-0520 Houston Ave & White Oak (\$610,376). See attached "Capital Improvement Projects" Report on page 4.

**Memorial Heights Redevelopment Authority  
General Operating Fund  
As of January 31, 2019**

**General Operating Fund**

**BEGINNING BALANCE** \$ 10,303,980.24

**REVENUE**

Prosperity Money Market Interest	13,048.23	Monthly Interest
Prosperity Money Market Interest	12,316.83	
Prosperity Money Market Interest	12,427.12	
Prosperity Money Market Interest	8,427.88	
TexPool Investment	5,876.94	

**Total Revenue** 52,097.00

**DISBURSEMENTS**

2302	Goodman Corporation	3,161.90	Engineering Consultant
2305	McCall Gibson Swedlund Barfoot	2,150.00	2018 Final Audit
2308	The Morton Accounting Services	3,656.67	Accounting
2304	Jones & Carter	27,525.99	Capital Projects
2306	SK Law	6,115.00	Legal Services
2307	SMW Principle Solution	8,033.08	Admin Consulting
2309	RAC Industries	72,043.15	CIP Project
2220	Sovereign Regent Square	273,379.59	Developer Reimbursement
2303	Goodman Corporation	3,897.60	Engineering Consultant
2310	Jones & Carter	26,128.60	Capital Projects
2311	SK Law	17,534.91	Legal Services
2312	SMW Principle Solution	8,023.98	Admin Consulting
2313	The Morton Accounting Services	1,256.67	Accounting
2314	Goodman Corporation	7,118.15	Engineering Consultant
2221	RAC Industries	148,645.03	CIP Project
2316	SK Law	9,233.84	Legal Services
2317	SMW Principle Solution	8,059.74	Admin Consulting
2318	The Morton Accounting Services	1,256.70	Accounting
2319	Goodman Corporation	19,952.79	Engineering Consultant
2320	Jones & Carter	66,069.07	Capital Projects
2321	RAC Industries	244,609.21	CIP Project
2322	SMW Principle Solution	8,223.42	Admin Consulting

**Total Disbursements** 966,075.09

**ENDING BALANCE** \$ 9,390,002.15

**January 31, 2019**

**Balance**

**LOCATION OF ASSETS**

Prosperity Operating	\$	48,972.46
Prosperity Money Market		3,335,152.75
TexPool Investment		<u>6,005,876.94</u>

**Total Account Balance** \$ 9,390,002.15

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
**As of February 19, 2019**

Type	Date	Num	Memo	Due Date	Open Balance
<b>Goodman Corporation</b>					
Bill	01/31/2019	1-2019-46	MRA105 Project - Completion of TIP Process	02/10/2019	5,738.00
Total Goodman Corporation					5,738.00
<b>Jones &amp; Carter Inc.</b>					
Bill	01/31/2019	00279550	Work Order 1 - Through January 25, 2019	02/10/2019	1,326.75
Bill	01/31/2019	00279551	Work Order 2 - Through January 25, 2019	02/10/2019	32,607.56
Bill	01/31/2019	00279552	Shepherd Dr 6th to 610 - Through January 25, 2...	02/10/2019	400.00
Bill	01/31/2019	00279553	Work Order 5 - Durham - Through January 25, 2...	02/10/2019	800.00
Bill	01/31/2019	00279554	Work Order 6 - Through January 25, 2019	02/10/2019	200.00
Bill	01/31/2019	00279555	Work Order 7 - Through January 25, 2019	02/10/2019	3,159.50
Total Jones & Carter Inc.					38,493.81
<b>RAC Industries, Inc.</b>					
Bill	01/31/2019	Pay Reque...	Pay Request 5 - \$1,145,903 Contract	02/10/2019	112,332.56
Total RAC Industries, Inc.					112,332.56
<b>Sanford Kuhl Hagan Kugle Parker Kahn</b>					
Bill	01/31/2019	18-2148	Admin/Meeting through December 2018	02/10/2019	692.50
Bill	01/31/2019	18-2149	General Legal services through December 2018	02/10/2019	1,236.09
Bill	01/31/2019	18-2150	Legal services through December 2018	02/10/2019	593.75
Bill	01/31/2019	18-2151	General Legal services through December 2018	02/10/2019	597.50
Bill	01/31/2019	18-2152	Legal services through December 2018	02/10/2019	3,205.92
Bill	01/31/2019	19-1010	Admin/Meeting through January 2019	02/10/2019	275.00
Bill	01/31/2019	18-2149	General Legal services through December 2018	02/10/2019	1,236.09
Bill	01/31/2019	19-1011	General Legal services through January 2019	02/10/2019	982.21
Bill	01/31/2019	19-1012	Legal services through January 2019	02/10/2019	325.00
Bill	01/31/2019	19-1013	General Legal services through January 2019	02/10/2019	31.25
Bill	01/31/2019	19-1015	Legal services through January 2019	02/10/2019	5,297.32
Bill	01/31/2019	19-1014	Legal services through January 2019	02/10/2019	81.25
Total Sanford Kuhl Hagan Kugle Parker Kahn					14,553.88
<b>SMW Principle Solutions, Inc.</b>					
Bill	01/31/2019	1150	January Consulting 2019	02/10/2019	8,122.68
Total SMW Principle Solutions, Inc.					8,122.68
<b>The Morton Accounting Services</b>					
Bill	01/31/2019	1851	December and January 2019 CPA Services	02/10/2019	2,533.40
Total The Morton Accounting Services					2,533.40
<b>TOTAL</b>					<b>181,774.33</b>

4:00 PM

02/19/19

Accrual Basis

# Memorial Heights Redevelopment Authority

## Capital Improvement Projects

### October 2018 through January 2019

Type	Date	Num	Name	Memo	Amount
<b>Capital Improvement Plan</b>					
<b>T-0520 Houston Ave &amp; White Oak</b>					
Bill	10/31/2018	18-1890	Sanford Kuhl Hagan Kugle Parker ...	Legal services through October 2018	145.00
Bill	10/31/2018	00274528	Jones & Carter Inc.	Work Order 2 - Through October 30, ...	22,011.27
Bill	10/31/2018	1130	SMW Principle Solutions, Inc.	October 2018 Consulting	1,075.00
Bill	11/30/2018	18-1978	Sanford Kuhl Hagan Kugle Parker ...	Legal services through November 2018	127.50
Bill	11/30/2018	1138	SMW Principle Solutions, Inc.	November 2018 Consulting	1,825.00
Bill	11/30/2018	Pay Requ...	RAC Industries, Inc.	Pay Request 2 - \$1,145,903 Contract	148,645.03
Bill	11/30/2018	00276235	Jones & Carter Inc.	Work Order 2 - Through November 30...	24,172.69
Bill	12/04/2018	Pay Requ...	RAC Industries, Inc.	Pay Request 3 - \$1,145,903 Contract	133,065.68
Bill	12/20/2018	Pay Requ...	RAC Industries, Inc.	Pay Request 4 - \$1,145,903 Contract	111,543.53
Bill	12/31/2018	1142	SMW Principle Solutions, Inc.	December 2018 Consulting	1,500.00
Bill	12/31/2018	00277638	Jones & Carter Inc.	Work Order 2 - Through December 30...	19,456.66
Bill	01/31/2019	18-2150	Sanford Kuhl Hagan Kugle Parker ...	Legal services through December 2018	593.75
Bill	01/31/2019	19-1012	Sanford Kuhl Hagan Kugle Parker ...	Legal services through January 2019	325.00
Bill	01/31/2019	00279551	Jones & Carter Inc.	Work Order 2 - Through January 25, ...	32,607.56
Bill	01/31/2019	Pay Requ...	RAC Industries, Inc.	Pay Request 5 - \$1,145,903 Contract	112,332.56
Bill	01/31/2019	1150	SMW Principle Solutions, Inc.	January 2019 Consulting	950.00
Total T-0520 Houston Ave & White Oak					610,376.23
<b>T-0521 Little Thicket Park Impr</b>					
Bill	10/31/2018	18-1892	Sanford Kuhl Hagan Kugle Parker ...	Legal services through October 2018	161.25
Bill	10/31/2018	1130	SMW Principle Solutions, Inc.	October 2018 Consulting	625.00
Bill	11/30/2018	1138	SMW Principle Solutions, Inc.	November 2018 Consulting	800.00
Bill	11/30/2018	00276237	Jones & Carter Inc.	Work Order 6 - Through November 30...	5,767.75
Bill	12/31/2018	1142	SMW Principle Solutions, Inc.	December 2018 Consulting	950.00
Bill	12/31/2018	00277641	Jones & Carter Inc.	Work Order 6 - Through December 30...	5,637.95
Bill	01/31/2019	00279554	Jones & Carter Inc.	Work Order 6 - Through January 25, ...	200.00
Bill	01/31/2019	1150	SMW Principle Solutions, Inc.	January 2019 Consulting	400.00
Total T-0521 Little Thicket Park Impr					14,541.95
<b>T-0523 Shepherd/Durham Reconstr</b>					
Bill	10/31/2018	18-1893	Sanford Kuhl Hagan Kugle Parker ...	Legal services through October 2018	93.75
Bill	10/31/2018	00274529	Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through Oct...	85.19
Bill	10/31/2018	00274530	Jones & Carter Inc.	Work Order 5 - Durham - Through Oct...	778.64
Bill	10/31/2018	1130	SMW Principle Solutions, Inc.	T-0523A October 2018 Consulting	650.00
Bill	10/31/2018	1130	SMW Principle Solutions, Inc.	T-0523B October 2018 Consulting	600.00
Bill	11/30/2018	18-1980	Sanford Kuhl Hagan Kugle Parker ...	Legal services through November 2018	482.50
Bill	11/30/2018	1138	SMW Principle Solutions, Inc.	T-0523A November 2018 Consulting	500.00
Bill	11/30/2018	1138	SMW Principle Solutions, Inc.	T-0523B November 2018 Consulting	500.00
Bill	12/31/2018	1142	SMW Principle Solutions, Inc.	T-0523A December 2018 Consulting	1,100.00
Bill	12/31/2018	1142	SMW Principle Solutions, Inc.	T-0523B December 2018 Consulting	1,100.00
Bill	12/31/2018	00277639	Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through De...	21.20
Bill	12/31/2018	00277640	Jones & Carter Inc.	Work Order 5 - Durham - Through De...	3,100.00
Bill	01/31/2019	19-1014	Sanford Kuhl Hagan Kugle Parker ...	Legal services through January 2019	81.25
Bill	01/31/2019	00279552	Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through Jan...	400.00
Bill	01/31/2019	00279553	Jones & Carter Inc.	Work Order 5 - Durham - Through Ja...	800.00
Bill	01/31/2019	1150	SMW Principle Solutions, Inc.	T-0523A January 2019 Consulting	400.00
Bill	01/31/2019	1150	SMW Principle Solutions, Inc.	T-0523B January 2019 Consulting	400.00
Total T-0523 Shepherd/Durham Reconstr					11,092.53
<b>T-0527 Heights Blvd Pedestrian</b>					
Bill	11/30/2018	00276239	Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Saf...	1,529.00
Bill	12/31/2018	00277642	Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Saf...	606.00
Bill	01/31/2019	00279555	Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Saf...	3,159.50
Total T-0527 Heights Blvd Pedestrian					5,294.50
Total Capital Improvement Plan					641,305.21
<b>TOTAL</b>					<b>641,305.21</b>

**Memorial Heights Redevelopment Authority**  
**BUDGET TO ACTUAL**  
7 Months Ended Jan 31, 2019

	Jan 31, 2019 Actual	Jan 31, 2019 Budget	Variance	% of Budget
<b>Revenue</b>				
Interest Income	\$ 91,464.88	\$ 25,000.00	\$ 66,464.88	365.86 %
Tax Increment - City	0.00	6,488,976.00	(6,488,976.00)	0.00 %
Tax Increment Interest	0.00	4,210.00	(4,210.00)	0.00 %
<b>Total Revenue</b>	<b>91,464.88</b>	<b>6,518,186.00</b>	<b>(6,426,721.12)</b>	<b>1.40 %</b>
<b>Capital Improvement Plan</b>				
T-0515 11th & Bryce St Pk Trail	0.00	50,000.00	(50,000.00)	0.00 %
T-0520 Houston Ave & White Oak	769,067.83	1,550,000.00	(780,932.17)	49.62 %
T-0521 Little Thicket Park Impr	17,248.20	465,000.00	(447,751.80)	3.71 %
T-0523 Shepherd/Durham Reconstr	26,663.03	1,500,000.00	(1,473,336.97)	1.78 %
T-0527 Heights Blvd Pedestrian	5,294.50	70,000.00	(64,705.50)	7.56 %
T-0529 Yale @ Center	1,000.00	0.00	1,000.00	
<b>Total Capital Improvement Plan</b>	<b>819,273.56</b>	<b>3,635,000.00</b>	<b>(2,815,726.44)</b>	<b>22.54 %</b>
<b>Gross Profit</b>	<b>(727,808.68)</b>	<b>2,883,186.00</b>	<b>(3,610,994.68)</b>	<b>(25.24)%</b>
<b>Operating Expenses</b>				
Developer Reimbursement	273,379.59	166,654.00	106,725.59	164.04 %
Municipal Services	0.00	160,652.00	(160,652.00)	0.00 %
Program and Project Consultants				
Engineering Consultants	94,970.47	50,000.00	44,970.47	189.94 %
Legal Expense	41,798.53	50,000.00	(8,201.47)	83.60 %
Planning Consultants	0.00	50,000.00	(50,000.00)	0.00 %
TIRZ Administration & Overhead				
Accounting	11,216.78	18,000.00	(6,783.22)	62.32 %
Administration	38,396.52	100,000.00	(61,603.48)	38.40 %
Auditing	7,650.00	9,000.00	(1,350.00)	85.00 %
Insurance	0.00	1,000.00	(1,000.00)	0.00 %
Office Expenses	0.00	500.00	(500.00)	0.00 %
Tax Consultant	1,800.00	25,000.00	(23,200.00)	7.20 %
<b>Total Operating Expenses</b>	<b>469,211.89</b>	<b>630,806.00</b>	<b>(161,594.11)</b>	<b>74.38 %</b>
<b>Net Income (Loss)</b>	<b>(1,197,020.57)</b>	<b>2,252,380.00</b>	<b>(3,449,400.57)</b>	<b>(53.14)%</b>

**Memorial Heights Redevelopment Authority**  
**BALANCE SHEET**  
Jan 31, 2019 and 2018

<b>Assets</b>				
	<b>2019</b>	<b>2018</b>	<b>Variance</b>	<b>%</b>
<b>Current Assets</b>				
Prosperity - Money Market	\$ 3,335,152.75	\$ 5,565,502.50	\$ (2,230,349.75)	(40.07)%
Prosperity Bank - Operating	48,972.46	9,456.88	39,515.58	417.85 %
TexPool Investment	6,005,876.94	0.00	6,005,876.94	0.00 %
Prepaid Expense	0.00	935.00	(935.00)	(100.00)%
Prepaid Insurance	<u>723.98</u>	<u>0.00</u>	<u>723.98</u>	<u>0.00 %</u>
<b>Total Current Assets</b>	<b>9,390,726.13</b>	<b>5,575,894.38</b>	<b>3,814,831.75</b>	<b>68.42 %</b>
<b>Total Assets</b>	<b><u>\$ 9,390,726.13</u></b>	<b><u>\$ 5,575,894.38</u></b>	<b><u>\$ 3,814,831.75</u></b>	<b><u>68.42 %</u></b>
<b>Liabilities and Fund Balance</b>				
	<b>2019</b>	<b>2018</b>	<b>Variance</b>	<b>%</b>
<b>Current Liabilities</b>				
Accounts Payable	\$ <u>181,774.33</u>	\$ <u>193,359.96</u>	\$ <u>(11,585.63)</u>	<u>(5.99)%</u>
<b>Total Current Liabilities</b>	<b>181,774.33</b>	<b>193,359.96</b>	<b>(11,585.63)</b>	<b>(5.99)%</b>
<b>Fund Balance Equity</b>				
Retained Earnings	10,405,972.37	6,152,955.63	4,253,016.74	69.12 %
Net Income	<u>(1,197,020.57)</u>	<u>(770,421.21)</u>	<u>(426,599.36)</u>	<u>55.37 %</u>
<b>Total Fund Balance</b>	<b><u>9,208,951.80</u></b>	<b><u>5,382,534.42</u></b>	<b><u>3,826,417.38</u></b>	<b><u>71.09 %</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 9,390,726.13</u></b>	<b><u>\$ 5,575,894.38</u></b>	<b><u>\$ 3,814,831.75</u></b>	<b><u>68.42 %</u></b>

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July 2018 through January 2019

Type	Date	Num	Adj	Name	Memo	Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Interest Income</b>						
Depo...	07/31/2018				Interest	13,337.94
Depo...	08/31/2018				Interest	13,262.06
Depo...	09/30/2018				Interest	12,767.88
Depo...	10/31/2018				Interest	13,048.23
Depo...	11/30/2018				Interest	12,316.83
Depo...	12/31/2018				Interest	12,427.12
Depo...	01/31/2019				Interest	8,427.88
Depo...	01/31/2019				Interest	5,876.94
Total Interest Income						91,464.88
Total Income						91,464.88
<b>Cost of Goods Sold</b>						
<b>Capital Improvement Plan</b>						
<b>T-0520 Houston Ave &amp; White Oak</b>						
Bill	07/31/2018	002697...		Jones & Carter Inc.	Work Order 2 - Through July 27, 2018	22,198.71
Bill	07/31/2018	18-1585		Sanford Kuhl Hagan Kugle Par...	Legal services through July 2018	381.25
Bill	07/31/2018	1112		SMW Principle Solutions, Inc.	July 2018 Consulting	1,000.00
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	August 2018 Consulting	1,275.00
Bill	08/31/2018	18-1756		Sanford Kuhl Hagan Kugle Par...	Legal services through August 2018	1,281.25
Bill	08/31/2018	002711...		Jones & Carter Inc.	Work Order 2 - Through August 31, 2018	33,652.00
Bill	09/30/2018	Pay Re...		RAC Industries, Inc.	Pay Request 1 - \$1,145,903 Contract	72,043.15
Bill	09/30/2018	18-1784		Sanford Kuhl Hagan Kugle Par...	Legal services through September 2018	406.25
Bill	09/30/2018	1124		SMW Principle Solutions, Inc.	September 2018 Consulting	1,875.00
Bill	09/30/2018	002728...		Jones & Carter Inc.	Work Order 2 - Through September 30, 2018	24,578.99
Bill	10/31/2018	18-1890		Sanford Kuhl Hagan Kugle Par...	Legal services through October 2018	145.00
Bill	10/31/2018	002745...		Jones & Carter Inc.	Work Order 2 - Through October 30, 2018	22,011.27
Bill	10/31/2018	1130		SMW Principle Solutions, Inc.	October 2018 Consulting	1,075.00
Bill	11/30/2018	18-1978		Sanford Kuhl Hagan Kugle Par...	Legal services through November 2018	127.50
Bill	11/30/2018	1138		SMW Principle Solutions, Inc.	November 2018 Consulting	1,825.00
Bill	11/30/2018	Pay Re...		RAC Industries, Inc.	Pay Request 2 - \$1,145,903 Contract	148,645.03
Bill	11/30/2018	002762...		Jones & Carter Inc.	Work Order 2 - Through November 30, 2018	24,172.69
Bill	12/04/2018	Pay Re...		RAC Industries, Inc.	Pay Request 3 - \$1,145,903 Contract	133,065.68
Bill	12/20/2018	Pay Re...		RAC Industries, Inc.	Pay Request 4 - \$1,145,903 Contract	111,543.53
Bill	12/31/2018	1142		SMW Principle Solutions, Inc.	December 2018 Consulting	1,500.00
Bill	12/31/2018	002776...		Jones & Carter Inc.	Work Order 2 - Through December 30, 2018	19,456.66
Bill	01/31/2019	18-2150		Sanford Kuhl Hagan Kugle Par...	Legal services through December 2018	593.75
Bill	01/31/2019	19-1012		Sanford Kuhl Hagan Kugle Par...	Legal services through January 2019	325.00
Bill	01/31/2019	002795...		Jones & Carter Inc.	Work Order 2 - Through January 25, 2019	32,607.56
Bill	01/31/2019	Pay Re...		RAC Industries, Inc.	Pay Request 5 - \$1,145,903 Contract	112,332.56
Bill	01/31/2019	1150		SMW Principle Solutions, Inc.	January 2019 Consulting	950.00
Total T-0520 Houston Ave & White Oak						769,067.83
<b>T-0521 Little Thicket Park Impr</b>						
Bill	07/31/2018	18-1586		Sanford Kuhl Hagan Kugle Par...	Legal services through July 2018	325.00
Bill	07/31/2018	1112		SMW Principle Solutions, Inc.	July 2018 Consulting	1,000.00
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	August 2018 Consulting	500.00
Bill	08/31/2018	18-1757		Sanford Kuhl Hagan Kugle Par...	Legal services through August 2018	256.25
Bill	09/30/2018	1124		SMW Principle Solutions, Inc.	September 2018 Consulting	625.00
Bill	10/31/2018	18-1892		Sanford Kuhl Hagan Kugle Par...	Legal services through October 2018	161.25
Bill	10/31/2018	1130		SMW Principle Solutions, Inc.	October 2018 Consulting	625.00
Bill	11/30/2018	1138		SMW Principle Solutions, Inc.	November 2018 Consulting	800.00
Bill	11/30/2018	002762...		Jones & Carter Inc.	Work Order 6 - Through November 30, 2018	5,767.75
Bill	12/31/2018	1142		SMW Principle Solutions, Inc.	December 2018 Consulting	950.00
Bill	12/31/2018	002776...		Jones & Carter Inc.	Work Order 6 - Through December 30, 2018	5,637.95
Bill	01/31/2019	002795...		Jones & Carter Inc.	Work Order 6 - Through January 25, 2019	200.00
Bill	01/31/2019	1150		SMW Principle Solutions, Inc.	January 2019 Consulting	400.00
Total T-0521 Little Thicket Park Impr						17,248.20



# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July 2018 through January 2019

Type	Date	Num	Adj	Name	Memo	Amount
<b>T-0523 Shepherd/Durham Reconstr</b>						
Bill	07/31/2018	002697...		Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through July 27, 2018	5,538.00
Bill	07/31/2018	002697...		Jones & Carter Inc.	Work Order 5 - Durham - Through July 27, 2018	1,745.00
Bill	07/31/2018	18-1587		Sanford Kuhl Hagan Kugle Par...	Legal services through July 2018	150.00
Bill	07/31/2018	1112		SMW Principle Solutions, Inc.	T-0523A July 2018 Consulting	800.00
Bill	07/31/2018	1112		SMW Principle Solutions, Inc.	T-0523B July 2018 Consulting	800.00
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	T-0523A August 2018 Consulting	1,375.00
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	T-0523B August 2018 Consulting	1,200.00
Bill	08/31/2018	002711...		Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through August 31, 20...	100.00
Bill	08/31/2018	002711...		Jones & Carter Inc.	Work Order 5 - Durham - Through August 31, 20...	2,500.00
Bill	09/30/2018	18-1786		Sanford Kuhl Hagan Kugle Par...	Legal services through September 2018	162.50
Bill	09/30/2018	1124		SMW Principle Solutions, Inc.	T-0523A September 2018 Consulting	600.00
Bill	09/30/2018	1124		SMW Principle Solutions, Inc.	T-0523B September 2018 Consulting	600.00
Bill	10/31/2018	18-1893		Sanford Kuhl Hagan Kugle Par...	Legal services through October 2018	93.75
Bill	10/31/2018	002745...		Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through October 31, 2...	85.19
Bill	10/31/2018	002745...		Jones & Carter Inc.	Work Order 5 - Durham - Through October 31, 2...	778.64
Bill	10/31/2018	1130		SMW Principle Solutions, Inc.	T-0523A October 2018 Consulting	650.00
Bill	10/31/2018	1130		SMW Principle Solutions, Inc.	T-0523B October 2018 Consulting	600.00
Bill	11/30/2018	18-1980		Sanford Kuhl Hagan Kugle Par...	Legal services through November 2018	482.50
Bill	11/30/2018	1138		SMW Principle Solutions, Inc.	T-0523A November 2018 Consulting	500.00
Bill	11/30/2018	1138		SMW Principle Solutions, Inc.	T-0523B November 2018 Consulting	500.00
Bill	12/31/2018	1142		SMW Principle Solutions, Inc.	T-0523A December 2018 Consulting	1,100.00
Bill	12/31/2018	1142		SMW Principle Solutions, Inc.	T-0523B December 2018 Consulting	1,100.00
Bill	12/31/2018	002776...		Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through December 31,...	21.20
Bill	12/31/2018	002776...		Jones & Carter Inc.	Work Order 5 - Durham - Through December 31,...	3,100.00
Bill	01/31/2019	19-1014		Sanford Kuhl Hagan Kugle Par...	Legal services through January 2019	81.25
Bill	01/31/2019	002795...		Jones & Carter Inc.	Shepherd Dr 6th to 610 - Through January 25, 2...	400.00
Bill	01/31/2019	002795...		Jones & Carter Inc.	Work Order 5 - Durham - Through January 25, 2...	800.00
Bill	01/31/2019	1150		SMW Principle Solutions, Inc.	T-0523A January 2019 Consulting	400.00
Bill	01/31/2019	1150		SMW Principle Solutions, Inc.	T-0523B January 2019 Consulting	400.00
Total T-0523 Shepherd/Durham Reconstr						26,663.03
<b>T-0527 Heights Blvd Pedestrian</b>						
Bill	11/30/2018	002762...		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	1,529.00
Bill	12/31/2018	002776...		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	606.00
Bill	01/31/2019	002795...		Jones & Carter Inc.	Heights Blvd Pedestrian & Bicycle Safety Impr.	3,159.50
Total T-0527 Heights Blvd Pedestrian						5,294.50
<b>T-0529 Yale @ Center</b>						
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	August 2018 Consulting	1,000.00
Total T-0529 Yale @ Center						1,000.00
Total Capital Improvement Plan						819,273.56
Total COGS						819,273.56
Gross Profit						-727,808.68
<b>Expense</b>						
<b>Developer Reimbursement</b>						
Bill	11/13/2018	Reimbu...		Sovereign Regent Square LLC	Developer Reimbursement 2018 (Construction C...	273,379.59
Total Developer Reimbursement						273,379.59
<b>Program and Project Consultants</b>						
<b>Engineering Consultants</b>						
Bill	07/31/2018	002697...		Jones & Carter Inc.	Work Order 1 - Through July 27, 2018	6,456.00
Bill	07/31/2018	7-2018-...		Goodman Corporation	MRA101 Project - July 2018	974.40
Bill	07/31/2018	7-2018-9		Goodman Corporation	MRA104 Project - July 2018 - \$10,000	3,437.50
Bill	08/31/2018	8-2018-...		Goodman Corporation	MRA104 Project - August 2018 - \$10,000 + \$17,5...	21,875.00
Bill	08/31/2018	8-2018-...		Goodman Corporation	MRA103 Project - August 2018 - \$13,500	5,400.00
Bill	08/31/2018	8-2018-...		Goodman Corporation	MRA101 Project - August 2018	974.40
Bill	08/31/2018	002711...		Jones & Carter Inc.	Work Order 1 - Through August 31, 2018	2,679.66
Bill	09/30/2018	9-2018-...		Goodman Corporation	MRA104 Project - September 2018 - \$10,000 + \$...	2,187.50
Bill	09/30/2018	9-2018-...		Goodman Corporation	MRA101 Project - September 2018	974.40
Bill	09/30/2018	002728...		Jones & Carter Inc.	Work Order 1 - Through September 30, 2018	2,947.00
Bill	10/31/2018	10-201...		Goodman Corporation	MRA101 Project - October 2018	3,897.60
Bill	10/31/2018	002745...		Jones & Carter Inc.	Work Order 1 - Through October 30, 2018	3,253.50

No assurance is provided on these financial statements

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# Memorial Heights Redevelopment Authority Profit & Loss Detail

Accrual Basis

July 2018 through January 2019

Type	Date	Num	Adj	Name	Memo	Amount
Bill	11/30/2018	11-201...		Goodman Corporation	Task 1 - \$35,000	7,118.15
Bill	11/30/2018	002762...		Jones & Carter Inc.	Work Order 1 - Through November 30, 2018	4,010.25
Bill	12/01/2018	5-2018-...		Goodman Corporation	MRA101 Project - May 2018	4,871.54
Bill	12/31/2018	12-201...		Goodman Corporation	Task 1 - \$35,000	15,081.25
Bill	12/31/2018	002776...		Jones & Carter Inc.	Work Order 1 - Through December 30, 2018	1,767.57
Bill	01/31/2019	002795...		Jones & Carter Inc.	Work Order 1 - Through January 25, 2019	1,326.75
Bill	01/31/2019	1-2019-...		Goodman Corporation	Task 1 - \$35,000	5,738.00
Total Engineering Consultants						94,970.47
<b>Legal Expense</b>						
Bill	07/31/2018	18-1584		Sanford Kuhl Hagan Kugle Par...	General Legal services through July 2018	1,331.15
Bill	08/31/2018	18-1755		Sanford Kuhl Hagan Kugle Par...	General Legal services through August 2018	2,756.21
Bill	09/30/2018	18-1783		Sanford Kuhl Hagan Kugle Par...	General Legal services through September 2018	3,355.00
Bill	09/30/2018	18-1785		Sanford Kuhl Hagan Kugle Par...	Regents Square GID	81.25
Bill	10/31/2018	18-1889		Sanford Kuhl Hagan Kugle Par...	General Legal services through October 2018	14,429.91
Bill	10/31/2018	18-1891		Sanford Kuhl Hagan Kugle Par...	Regents Square GID	552.50
Bill	11/30/2018	18-1977		Sanford Kuhl Hagan Kugle Par...	General Legal services through November 2018	3,946.13
Bill	11/30/2018	18-1979		Sanford Kuhl Hagan Kugle Par...	Regents Square GID	810.00
Bill	11/30/2018	18-1981		Sanford Kuhl Hagan Kugle Par...	Allen Pkwy/Marston	1,950.00
Bill	01/31/2019	18-2149		Sanford Kuhl Hagan Kugle Par...	General Legal services through December 2018	1,236.09
Bill	01/31/2019	18-2151		Sanford Kuhl Hagan Kugle Par...	Regents Square GID	597.50
Bill	01/31/2019	18-2152		Sanford Kuhl Hagan Kugle Par...	Allen Pkwy/Marston	3,205.92
Bill	01/31/2019	18-2149		Sanford Kuhl Hagan Kugle Par...	General Legal services through December 2018	1,236.09
Bill	01/31/2019	19-1011		Sanford Kuhl Hagan Kugle Par...	General Legal services through January 2019	982.21
Bill	01/31/2019	19-1013		Sanford Kuhl Hagan Kugle Par...	Regents Square GID	31.25
Bill	01/31/2019	19-1015		Sanford Kuhl Hagan Kugle Par...	Allen Pkwy/Marston	5,297.32
Total Legal Expense						41,798.53
Total Program and Project Consultants						136,769.00
<b>TIRZ Administration &amp; Overhead</b>						
<b>Accounting</b>						
Bill	07/31/2018	1776		The Morton Accounting Services	July CPA Services	1,256.67
Bill	08/31/2018	1783		The Morton Accounting Services	August CPA Services	1,256.67
Bill	09/30/2018	1798		The Morton Accounting Services	September CPA Services	3,656.67
Bill	10/31/2018	1804		The Morton Accounting Services	October CPA Services	1,256.67
Bill	11/30/2018	1822		The Morton Accounting Services	November CPA Services	1,256.70
Bill	01/31/2019	1851		The Morton Accounting Services	December and January 2019 CPA Services	2,533.40
Total Accounting						11,216.78
<b>Administration</b>						
Bill	07/31/2018	18-1583		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through July 2018	470.00
Bill	07/31/2018	1112		SMW Principle Solutions, Inc.	July 2018 Consulting	4,400.00
Bill	07/31/2018	1112		SMW Principle Solutions, Inc.	July 2018 Expenses	32.08
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	August 2018 Consulting	2,650.00
Bill	08/31/2018	1119		SMW Principle Solutions, Inc.	August 2018 Expenses	98.83
Bill	08/31/2018	18-1754		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through August 2018	210.00
Bill	09/30/2018	18-1782		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through September 2018	2,110.00
Bill	09/30/2018	1124		SMW Principle Solutions, Inc.	September 2018 Consulting	4,300.00
Bill	09/30/2018	1124		SMW Principle Solutions, Inc.	September 2018 Expenses	33.08
Bill	10/31/2018	18-1888		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through October 2018	2,152.50
Bill	10/31/2018	1130		SMW Principle Solutions, Inc.	October 2018 Consulting	5,050.00
Bill	10/31/2018	1130		SMW Principle Solutions, Inc.	October 2018 Expenses	23.98
Bill	11/30/2018	18-1976		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through November 2018	1,917.71
Bill	11/30/2018	1138		SMW Principle Solutions, Inc.	November 2018 Consulting	4,375.00
Bill	11/30/2018	1138		SMW Principle Solutions, Inc.	November 2018 Expenses	59.74
Bill	12/31/2018	1142		SMW Principle Solutions, Inc.	December 2018 Consulting	3,350.00
Bill	12/31/2018	1142		SMW Principle Solutions, Inc.	December 2018 Expenses	223.42
Bill	01/31/2019	18-2148		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through December 2018	692.50
Bill	01/31/2019	19-1010		Sanford Kuhl Hagan Kugle Par...	Admin/Meeting through January 2019	275.00
Bill	01/31/2019	1150		SMW Principle Solutions, Inc.	January 2019 Consulting	5,850.00
Bill	01/31/2019	1150		SMW Principle Solutions, Inc.	January 2019 Expenses	122.68
Total Administration						38,396.52

# Memorial Heights Redevelopment Authority

## Profit & Loss Detail

Accrual Basis

July 2018 through January 2019

Type	Date	Num	Adj	Name	Memo	Amount
<b>Auditing</b>						
Bill	08/31/2018	2018 A...		McCall Gibson Swedlund Barfo...	2018 Audit Interim	5,500.00
Bill	09/30/2018	2018 A...		McCall Gibson Swedlund Barfo...	2018 Audit Final	2,150.00
Total Auditing						7,650.00
<b>Tax Consultant</b>						
Bill	07/01/2018	52694		Equi Tax Inc.	July - June 2019 Tax Consulting	1,800.00
Total Tax Consultant						1,800.00
Total TIRZ Administration & Overhead						59,063.30
Total Expense						469,211.89
Net Ordinary Income						-1197020.57
<b>Net Income</b>						<b>-1197020.57</b>

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

# Invoice

Bill To
MHRA/TIRZ No. 5 c/o SKLaw 1980 Post Oak Blvd., Ste. 1380 Houston, TX 77056

Date	Invoice #
1/31/2019	1-2019-46

Terms	Project
	MRA105

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Provide On-Going Support Through Completion of TIP Process	35,000.00	Hrly	16.39%	5,738.00

<b>Total</b>	\$5,738.00
<b>Balance Due</b>	\$5,738.00

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

## BILLING MEMO

**TO:** Sherry Weesner

**FROM:** Kristen Hennings

**DATE:** February 18, 2019

**RE:** Jones|Carter Invoice – For Services from December 29, 2018 to January 31, 2019

TASK	Total Authorization	Previously Invoiced	Current Invoice	Remaining Budget	Current MWDBE Participation
<b>Work Authorization No. 1</b>					
General	\$ 166,978.00	\$ 163,041.88	\$ 1,326.75	\$ 2,609.37	2.40%
<b>Work Authorization No. 2</b>					
Houston Ave/White Oak Dr	\$ 510,744.00	\$ 438,708.09	\$ 32,607.56	\$ 39,428.35	5.43%
Basic Services	\$ 159,109.40	\$ 159,107.00		\$ 2.40	
Additional Services	\$ 302,824.60	\$ 221,460.21	\$ 25,062.00	\$ 56,302.39	
Reimbursable Expenses	\$ 50,277.64	\$ 16,784.63	\$ 7,545.56	\$ 25,947.45	
<b>Work Authorization No. 3</b>					
Front End Specifications	\$ 5,380.00	\$ 5,380.00	\$ -	\$ -	0.00%
<b>Work Authorization No. 4</b>					
Shepherd Drive PER	\$ 605,876.00	\$ 277,127.34	\$ 400.00	\$ 328,348.66	15.15%
Basic Services	\$ 325,566.00	\$ 176,265.25	\$ 400.00	\$ 148,900.75	
Additional Services	\$ 272,310.00	\$ 97,618.98	\$ -	\$ 174,691.02	
Reimbursable Expenses	\$ 8,000.00	\$ 3,243.11	\$ -	\$ 4,756.89	
<b>Work Authorization No. 5</b>					
Durham Drive Grant App.	\$ 386,324.00	\$ 182,905.69	\$ 800.00	\$ 202,618.31	23.76%
Basic Services	\$ 137,494.00	\$ 82,634.00	\$ 800.00	\$ 54,060.00	
Additional Services	\$ 246,830.00	\$ 100,093.05	\$ -	\$ 146,736.95	
Reimbursable Expenses	\$ 2,000.00	\$ 178.64	\$ -	\$ 1,821.36	
<b>Work Authorization No. 6</b>					
Little Thicket Park	\$ 70,899.00	\$ 65,974.30	\$ -	\$ 4,924.70	20.46%
Basic Services	\$ 21,575.00	\$ 17,153.54	\$ -	\$ 4,421.46	
Additional Services	\$ 48,824.00	\$ 48,820.76	\$ -	\$ 3.24	
Reimbursable Expenses	\$ 500.00	\$ -	\$ -	\$ 500.00	
<b>Work Authorization No. 6</b>					
Little Thicket Park - Final Design	\$ 64,500.00	\$ 11,405.70	\$ 200.00	\$ 52,894.30	7.33%
Basic Services	\$ 53,530.00	\$ 11,403.50	\$ 200.00	\$ 41,926.50	
Additional Services	\$ 4,730.00	\$ -	\$ -	\$ 4,730.00	
Reimbursable Expenses	\$ 6,240.00	\$ 2.20	\$ -	\$ 6,237.80	
<b>Work Authorization No. 7 -</b>					
Heights Blvd. Pedestrian & Bicycle Safety - Preliminary Engineering	\$ 10,000.00	\$ 2,135.00	\$ 3,159.50	\$ 4,705.50	0.00%
<b>TOTAL</b>	<b>\$ 1,820,701.00</b>	<b>\$ 1,146,678.00</b>	<b>\$ 38,493.81</b>	<b>\$ 635,529.19</b>	

Tasks Completed for Current Invoicing Period:

- Work Authorization 1 – General Authorization
  - Maintained Project List and budgets.
  - Provided support materials for TIRZ amendment.
  - Provided evaluation of budgets submitted by Hanover.
- Work Authorization 2 – Houston Avenue/White Oak Drive Intersection
  - Conducted Construction progress meetings on 01/08/2019 and 01/22/2019.
  - Reviewed submittals from the Contractor.
  - Responded to RFIs from the Contractor.
  - Coordinated with CenterPoint and AT&T for power pole relocations.
  - Coordinated with CenterPoint for gas line relocation.
  - Coordinated with COH on abandoned storage tank.
  - Provided daily inspection of construction activities.
  - Finalized and approved Change Order #2.
- Work Authorization 3 – Front End Documents
  - No action.
- Work Authorization 4/5 – Shepherd Drive & Durham Drive
  - Coordination regarding H-GAC on TIP application.
- Work Authorization 6 – Little Thicket Park
  - Submitted drawings to COH and HCFCF.
- Work Authorization 7 – Heights Blvd. Pedestrian & Bicycle Safety – Preliminary Engineering
  - Summarized findings from site visit.
  - Continued work on memo of alternatives.



JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$1,326.75**

February 11, 2019

Project No: 14760-0001-00

Invoice No: 00279550

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0001-00 MHRA WA1

**Professional Services from December 29, 2018 to January 25, 2019**

Task 100 Program Management

	Hours	Rate	Amount
Professional Engineer IV	1.50	200.00	300.00
Professional Engineer III	5.00	200.00	1,000.00
Design Engineer II	.25	107.00	26.75
Totals	6.75		1,326.75
<b>Total Labor</b>			<b>1,326.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	1,326.75	163,041.88	164,368.63
Limit			166,978.00
Remaining			2,609.37

**TOTAL THIS INVOICE \$1,326.75**



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$32,607.56**

February 11, 2019

Project No: 14760-0002-00

Invoice No: 00279551

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0002-00 MHRA WA2

Services include

### Professional Services from December 29, 2018 to January 25, 2019

Task 100 Program Management

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	40,805.00	40,805.00
Limit			40,810.00
Remaining			5.00

Task 200 Final Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	141,553.00	141,553.00
Limit			141,555.40
Remaining			2.40

Task 300 Construction Phase Services

	Hours	Rate	Amount
Professional Engineer IV	1.00	215.00	215.00
Professional Engineer III	4.00	200.00	800.00
Design Engineer II	18.00	107.00	1,926.00
Admin III	8.75	85.00	743.75
Totals	31.75		3,684.75

**Total Labor**

**3,684.75**

Billing Limits	Current	Prior	To-Date
Total Billings	3,684.75	28,591.75	32,276.50
Limit			32,280.00
Remaining			3.50

Task 400 Bid Phase Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	4,657.00	4,657.00
Limit			4,658.00
Remaining			1.00

Task 410 Traffic Signal Design



Project	14760-0002-00	MHRA WA2	Invoice	00279551
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,805.25	20,805.25
Limit				20,835.00
Remaining				29.75
Task	420	Drainage Impact Analysis		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	11,590.00	11,590.00
Limit				11,608.00
Remaining				18.00
Task	430	Geotechnical Investigation		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	4,912.92	4,912.92
Limit				4,968.00
Remaining				55.08
Task	440	Phase I ESA		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	3,888.00	3,888.00
Limit				3,888.00
Task	450	Landscape Architecture		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	43,782.09	43,782.09
Limit				46,000.00
Remaining				2,217.91
Task	455	LA Construction Services		
Other Consultants				
1/16/2019	SWA Group, Inc.	Inv 175734		453.60
<b>Total Consultants</b>				<b>453.60</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		453.60	2,967.09	3,420.69
Limit				13,557.00
Remaining				10,136.31
Task	460	TDLR Review & Inspection		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	858.60	858.60
Limit				2,000.00
Remaining				1,141.40
Task	470	Urban Forestry		
Task	500	Topographic Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,487.60	20,487.60
Limit				20,487.60
Task	600	Field Project Representation		
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Construction Manager III		64.25	130.00	8,352.50
Project Representative III		55.50	105.00	5,827.50
Project Representative II		13.00	85.00	1,105.00

Project	14760-0002-00	MHRA WA2	Invoice		00279551
Professional Engineer IV		19.50	200.00	3,900.00	
Design Engineer II		11.75	107.00	1,257.25	
Admin III		11.00	85.00	935.00	
Totals		175.00		21,377.25	
<b>Total Labor</b>					<b>21,377.25</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		21,377.25	72,623.50	94,000.75	
Limit				102,100.00	
Remaining				8,099.25	
-----					
Task	800	Reimbursable Expenses			
Geotech/Testing/Lab Consult					
1/16/2019	HVJ Associates, Inc.	Inv 18-461		7,091.96	
<b>Total Consultants</b>					<b>7,091.96</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings		7,091.96	23,085.04	30,177.00	
Limit				50,277.64	
Remaining				20,100.64	
<b>TOTAL THIS INVOICE</b>				<u><u><b>\$32,607.56</b></u></u>	



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$400.00**

February 11, 2019

Project No: 14760-0004-00

Invoice No: 00279552

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0004-00 Shepherd Drive 6th St. to 610 PER

### Professional Services from December 29, 2018 to January 25, 2019

Task 100 PER Basic Services

	Hours	Rate	Amount
Professional Engineer III	2.00	200.00	400.00
Totals	2.00		400.00
<b>Total Labor</b>			<b>400.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	400.00	176,265.25	176,665.25
Limit			189,434.00
Remaining			12,768.75

Task 400 Traffic Analysis

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	3,732.43	3,732.43
Limit			30,140.00
Remaining			26,407.57

Task 410 Traffic Signal Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	36.50	36.50
Limit			47,000.00
Remaining			46,963.50

Task 430 Preliminary Impact Analysis

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,790.00
Remaining			10,790.00

Task 460 Phase I ESA

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	18,900.00	18,900.00
Limit			18,900.00

Task 470 Landscape Architecture

Project	14760-0004-00	Shepherd Drive 6th St. to 610 PER	Invoice	00279552
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	3,888.00	3,888.00
Limit				50,000.00
Remaining				46,112.00
Task	480	Void Urban Forestry		
Task	490	Additional Services - Bicycle Solutions		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	1,057.05	1,057.05
Limit				16,200.00
Remaining				15,142.95
Task	500	Topographic Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	81,334.05	81,334.05
Limit				90,000.00
Remaining				8,665.95
Task	510	Boundary Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				50,000.00
Remaining				50,000.00
Task	800	Reimbursable Expenses		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	3,243.11	3,243.11
Limit				10,000.00
Remaining				6,756.89
<b>TOTAL THIS INVOICE</b>				<b>\$400.00</b>



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$800.00**

February 11, 2019

Project No: 14760-0005-00

Invoice No: 00279553

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0005-00 MHRA WA5

### Professional Services from December 29, 2018 to January 25, 2019

Task 100 PER Basic Services

	Hours	Rate	Amount
Professional Engineer III	4.00	200.00	800.00
Totals	4.00		800.00
<b>Total Labor</b>			<b>800.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	800.00	82,812.64	83,612.64
Limit			137,494.00
Remaining			53,881.36

Task 400 Traffic Analysis

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			30,140.00
Remaining			30,140.00

Task 410 Traffic Signal Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			47,000.00
Remaining			47,000.00

Task 420 Preliminary Impact Analysis

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,790.00
Remaining			10,790.00

Task 430 Phase I Environmental Site Assessment (TGC)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	18,900.00	18,900.00
Limit			18,900.00

Task 500 Topographic Survey (United Engineers)

Project	14760-0005-00	MHRA WA5	Invoice	00279553
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	81,193.05	81,193.05
Limit				90,000.00
Remaining				8,806.95
-----				
Task	510	Boundary Survey (4 Parcels at 5 Intersections) (Unites Engineers)		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				50,000.00
Remaining				50,000.00
-----				
Task	800	Reimbursable Expenses		
<b>TOTAL THIS INVOICE</b>				<b><u>\$800.00</u></b>



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$200.00**

February 11, 2019

Project No: 14760-0006-01

Invoice No: 00279554

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0006-01 Little Thicket Park - Final Design

Services include submittal of plan package to HPARD.

**Professional Services from December 29, 2018 to January 25, 2019**

Task	200	Final Design			
			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Professional Engineer IV			1.00	200.00	200.00
Totals			1.00		200.00
<b>Total Labor</b>					<b>200.00</b>
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			200.00	11,403.50	11,603.50
Limit					53,530.00
Remaining					41,926.50
Task	210	USACE Coordination			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	0.00	0.00
Limit					4,730.00
Remaining					4,730.00
Task	800	Reimbursables			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	2.20	2.20
Limit					6,240.00
Remaining					6,237.80
<b>TOTAL THIS INVOICE</b>					<b>\$200.00</b>



JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total      \$3,159.50**

February 11, 2019

Project No:              14760-0007-00

Invoice No:              00279555

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc.              BB&T  
P.O. Box 95562              Account #: 1440002564231  
Grapevine, TX 76099-9708              Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project              14760-0007-00              Preliminary Engineering - Heights Blvd Pedestrian & Bicycle Safety  
Improvements

Services include development of alternatives, preparation of exhibits, and estimation of costs.

**Professional Services from December 29, 2018 to January 25, 2019**

Task              100              Planning Analysis

	Hours	Rate	Amount	
Professional Engineer IV	1.50	200.00	315.00	
Professional Engineer III	5.50	200.00	1,100.00	
Design Engineer II	1.50	107.00	160.50	
Design Engineer I	18.00	88.00	1,584.00	
Totals	26.50		3,159.50	
<b>Total Labor</b>				<b>3,159.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	3,159.50	2,135.00	5,294.50
Limit			10,000.00
Remaining			4,705.50

**TOTAL THIS INVOICE      \$3,159.50**



January 31, 2019

Board of Directors  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
c/o Sanford & Kuhl  
1980 Post Oak Boulevard  
Suite 1380  
Houston, TX 77056

Attention: Laura Davis

Re: Houston Avenue & White Oak Drive Intersection Improvements  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
Project Number: T-0520

Dear Directors:

Enclosed is Progress Payment Request No. 5 from RAC Industries, LLC for the referenced project. The estimate is in order and we recommend payment in the amount of \$112,332.56 to RAC Industries, LLC.

Also enclosed is Construction Progress Report No. 5. This report covers construction activities for the referenced project during the period December 21, 2018 to January 20, 2019.

Sincerely,



Kristen Hennings PE, CFM, LEED® Green  
Associate

KJH:smd

...\\Box Sync\\HAWO\\Project Folder\\Pay Estimates\\PE #5 – HAWO

Enclosure

cc: RAC Industries, LLC  
Ms. Melissa Morton – The Morton Associates (*via email*)

January 31, 2019

Construction Progress Report No. 5

Period December 21, 2018 to January 20, 2019

Houston Avenue & White Oak Drive Intersection Improvements

Memorial Heights Redevelopment Authority / TIRZ No. 5

Project Number: T-0520

Contract:

- A. Contractor: RAC Industries, LLC
- B. Contract Date: August 23, 2018
- C. Authorization to Proceed: August 23, 2018 (180 Calendar Days)
- D. Completion Date: February 19, 2019
- E. Contract Time Used: 150 Calendar Days (83%)

I. General

The contractor removed existing pavement, installed subgrade base & asphalt, installed sidewalks, installed curb & gutter, removed existing storm inlet, installed storm inlet, installed pedestal, conduit and pull box, maintained erosion and sedimentation controls. Began installing bench foundations as well as seat/fence/sign walls.

II. Change Orders

None Issued This Report.

III. Completion Report

A. Estimated Cost as of this Report Period

1.	Contract Bid Price	\$ 1,145,903.00
2.	Change Orders	\$ 82,124.69
3.	Total Estimated Contract Price	\$ 1,228,027.69

B. Actual cost as of this Report \$ 608,031.56

C. Amount Retained (5% of B) \$ 30,401.61

D. Total Paid Contractor \$ 577,629.95

E. Estimated Cost Remaining (A.3 - B) \$ 619,996.13

F. Construction Complete (B/A.3) 49.5%

IV. Frequency of Observation

A. Field Representative - Periodically, on-site daily

B. Engineer Observation - Once weekly, on-site

V. Problems

AT&T is still affecting RAC's ability to complete the project. Currently waiting for power poles on NE & SE corners of Houston Ave & White Oak Dr to be removed/relocated by AT&T-Legacy. SWA to clarify conflicting sidewalk/wall elevations; RAC delayed until resolution.

## APPLICATION AND CERTIFICATE FOR PAYMENT

## DOCUMENT SUMMARY SHEET

Page 1 of 20

## TO OWNER/CLIENT:

Memorial Heights Redevelopment Authority/TIRZ 5  
1900 West Gray PO Box 130627  
Houston, Texas 77219

## PROJECT:

HAWO - Houston Ave & White Oak Dr  
Intersection  
2520 Houston Ave  
Houston, Texas 77009

## APPLICATION NO: 5

## INVOICE NO: 5

PERIOD: 12/21/18 - 01/20/19

PROJECT NO: 14760-0002-00

CONTRACT DATE: 8/23/2018

## FROM CONTRACTOR:

RAC Industries, Inc.  
2512 Cocoa Ln  
Pasadena, Texas 77502

## VIA ARCHITECT/ENGINEER:

Kristen Hennings (JonesCarter, Houston)  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401

CONTRACT FOR: HAWO - Houston Ave &amp; White Oak Dr Intersection Prime Contract

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$1,145,903.00
2. Net change by change orders	\$82,124.69
3. Contract Sum to date (Line 1 ± 2)	\$1,228,027.69
4. Total completed and stored to date (Column G on detail sheet)	\$608,031.56
5. Retainage:	
a. 5.00% of completed work	\$30,401.61
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$30,401.61
6. Total earned less retainage (Line 4 less Line 5 Total)	\$577,629.95
7. Less previous certificates for payment (Line 6 from prior certificate)	\$465,297.39
8. Current payment due:	\$112,332.56
9. Balance to finish, including retainage (Line 3 less Line 6)	\$650,397.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$82,124.69	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$82,124.69	\$0.00
Net change by change orders:	\$82,124.69	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: RAC Industries, Inc.

By: Ted Labuzan Date: 1/31/2019

State of: Texas

County of: Harris

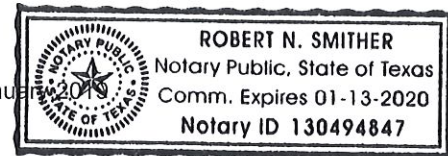
Subscribed and sworn to before

me this 31st day of January 2019

Notary Public:

My commission expires: 1-13-20

Robert N. Smither



## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$112,332.56

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

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 the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5

APPLICATION DATE: 1/30/2019

PERIOD: 12/21/18 - 01/20/19

## Contract Lines

A		B	C			D		E		F	G			H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
1	0-A1 - Mobilization	Mobilization	1.0	\$75,000.00	\$75,000.00	1.0	\$75,000.00	0.0	\$0.00	\$0.00	1.0	\$75,000.00	100.00%	\$0.00	\$3,750.00
2	0-A2 - Traffic Control and Regulation	Traffic Control and Regulation	1.0	\$25,000.00	\$25,000.00	0.68	\$17,000.00	0.17	\$4,250.00	\$0.00	0.85	\$21,250.00	85.00%	\$3,750.00	\$1,062.50
3	0-A3 - Uniformed Peace Officers and Flagmen	Uniformed Peace Officers and Flagmen	1.0	\$7,500.00	\$7,500.00	0.68	\$5,100.00	0.17	\$1,275.00	\$0.00	0.85	\$6,375.00	85.00%	\$1,125.00	\$318.75
4	0-A4 - Implement and Maintain Tree Protection Plan	Implement and Maintain Tree Protection Plan	1.0	\$11,400.00	\$11,400.00	0.68	\$7,752.00	0.17	\$1,938.00	\$0.00	0.85	\$9,690.00	85.00%	\$1,710.00	\$484.50
5	0-A5 - Remove Existing Tree, All Diameters	Remove Existing Tree, All Diameters	4.0	\$500.00	\$2,000.00	1.0	\$500.00	3.0	\$1,500.00	\$0.00	4.0	\$2,000.00	100.00%	\$0.00	\$100.00
6	0-A6 - Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	6.0	\$660.00	\$3,960.00	6.0	\$3,960.00	0.0	\$0.00	\$0.00	6.0	\$3,960.00	100.00%	\$0.00	\$198.00
7	0-A7 - Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	45.0	\$160.00	\$7,200.00	22.0	\$3,520.00	23.0	\$3,680.00	\$0.00	45.0	\$7,200.00	100.00%	\$0.00	\$360.00
8	0-A8 - Project Sign, Complete in Place	Project Sign, Complete in Place	2.0	\$800.00	\$1,600.00	2.0	\$1,600.00	0.0	\$0.00	\$0.00	2.0	\$1,600.00	100.00%	\$0.00	\$80.00
9	1-B1 - Remove and Dispose Existing Pavement	Remove and Dispose Existing Pavement with or without base, curb, or surface	5482.0	\$5.20	\$28,506.40	2033.82	\$10,575.86	3149.0	\$16,374.80	\$0.00	5182.82	\$26,950.66	94.54%	\$1,555.74	\$1,347.54

A		B	C			D		E		F	G			H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	with or without base, curb, or surface														
10	1-B2 - Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	1212.0	\$5.90	\$7,150.80	1084.76	\$6,400.08	0.0	\$0.00	\$0.00	1084.76	\$6,400.08	89.50%	\$750.72	\$320.01
11	1-B3 - Excavation and Grading per Drawings	Excavation and Grading per Drawings	497.0	\$16.00	\$7,952.00	583.6	\$9,337.60	0.0	\$0.00	\$0.00	583.6	\$9,337.60	117.42%	\$(1,385.60)	\$466.88
12	1-B4 - Sawcut Existing Pavement, Full Depth	Sawcut Existing Pavement, Full Depth	1460.0	\$6.00	\$8,760.00	1385.0	\$8,310.00	0.0	\$0.00	\$0.00	1385.0	\$8,310.00	94.86%	\$450.00	\$415.50
13	1-B5 - Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	134.0	\$96.00	\$12,864.00	125.16	\$12,015.36	0.0	\$0.00	\$0.00	125.16	\$12,015.36	93.40%	\$848.64	\$600.77
14	1-B6 - Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	1651.0	\$6.60	\$10,896.60	1708.05	\$11,273.13	0.0	\$0.00	\$0.00	1708.05	\$11,273.13	103.46%	\$(376.53)	\$563.66
15	1-B7 - Furnish and Install Lime (8%), Complete in Place	Furnish and Install Lime (8%), Complete in Place	44.0	\$180.00	\$7,920.00	48.28	\$8,690.40	0.0	\$0.00	\$0.00	48.28	\$8,690.40	109.73%	\$(770.40)	\$434.52
16	1-B8 - Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	1371.0	\$21.00	\$28,791.00	1047.5	\$21,997.50	370.0	\$7,770.00	\$0.00	1417.5	\$29,767.50	103.39%	\$(976.50)	\$1,488.38

A		B	C			D		E		F	G			H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
17	1-B9 - Mill and Dispose Existing Asphalt Surface (2-inch)	Mill and Dispose Existing Asphalt Surface (2-inch)	3455.0	\$3.70	\$12,783.50	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$12,783.50	\$0.00
18	1-B10 - Furnish and Install 2" HMAC Overlay	Furnish and Install 2" HMAC Overlay	3455.0	\$11.00	\$38,005.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$38,005.00	\$0.00
19	1-B11 - Furnish and Install 4" HMAC Surface (2-Inch Lifts)	Furnish and Install 4" HMAC Surface (2-inch Lifts)	1371.0	\$28.00	\$38,388.00	805.5	\$22,554.00	565.0	\$15,820.00	\$0.00	1370.5	\$38,374.00	99.96%	\$14.00	\$1,918.70
20	1-B12 - Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	891.0	\$25.00	\$22,275.00	991.0	\$24,775.00	0.0	\$0.00	\$0.00	991.0	\$24,775.00	111.22%	\$(2,500.00)	\$1,238.75
21	1-B13 - Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	13678.0	\$7.00	\$95,746.00	9306.33	\$65,144.31	3122.0	\$21,854.00	\$0.00	12428.33	\$86,998.31	90.86%	\$8,747.69	\$4,349.92
22	1-B14 - Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	1107.0	\$20.00	\$22,140.00	369.0	\$7,380.00	533.5	\$10,670.00	\$0.00	902.5	\$18,050.00	81.53%	\$4,090.00	\$902.50
23	1-B15 - Furnish and Install 8-inch Wide White Guide Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide White Guide Pavement Markings, Complete in Place	234.0	\$1.30	\$304.20	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$304.20	\$0.00
24	1-B16 - Furnish and Install 4-inch Wide Double Yellow	Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	749.0	\$1.20	\$898.80	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$898.80	\$0.00

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A		B	C			D		E		F	G			H	I
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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Pavement Markings, Complete in Place														
25	1-B17 - Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	220.0	\$0.60	\$132.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$132.00	\$0.00
26	1-B18 - Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	433.0	\$0.60	\$259.80	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$259.80	\$0.00
27	1-B19 - Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	377.0	\$1.20	\$452.40	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$452.40	\$0.00
28	1-B20 - Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	580.0	\$2.80	\$1,624.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,624.00	\$0.00
29	1-B21 - Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	535.0	\$5.50	\$2,942.50	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,942.50	\$0.00
30	1-B22 - Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	272.0	\$19.00	\$5,168.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,168.00	\$0.00
31	1-B23 - Furnish and	Furnish and Install White Arrow	14.0	\$130.00	\$1,820.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,820.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Install White Arrow Pavement Markings, Complete in Place	Pavement Markings, Complete in Place													
32	1-B24 - Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	16.0	\$140.00	\$2,240.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,240.00	\$0.00
33	1-B25 - Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	196.0	\$45.00	\$8,820.00	139.0	\$6,255.00	0.0	\$0.00	\$0.00	139.0	\$6,255.00	70.92%	\$2,565.00	\$312.75
34	1-B26 - Furnish and Install Traffic Signs, Complete in Place	Furnish and Install Traffic Signs, Complete in Place	21.0	\$350.00	\$7,350.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,350.00	\$0.00
35	1-B27 - Furnish and Install 9" Reinforced Concrete METRO Bus Pad, Complete in Place	Furnish and Install 9" Reinforced Concrete METRO Bus Pad, Complete in Place	52.0	\$110.00	\$5,720.00	34.72	\$3,819.20	0.0	\$0.00	\$0.00	34.72	\$3,819.20	66.77%	\$1,900.80	\$190.96
36	2-C1 - Remove Existing Storm Sewer Inlet, All Sizes, All Depths	Remove Existing Storm Sewer Inlet, All Sizes, All Depths	8.0	\$350.00	\$2,800.00	5.0	\$1,750.00	3.0	\$1,050.00	\$0.00	8.0	\$2,800.00	100.00%	\$0.00	\$140.00
37	2-C2 - Remove Existing Storm Sewer Pipe, All Sizes, All Depths	Remove Existing Storm Sewer Pipe, All Sizes, All Depths	200.0	\$25.00	\$5,000.00	64.0	\$1,600.00	84.0	\$2,100.00	\$0.00	148.0	\$3,700.00	74.00%	\$1,300.00	\$185.00
38	2-C3 - Furnish and Install Type "C-1" Inlet, Complete in Place	Furnish and Install Type "C-1" Inlet, Complete in Place	6.0	\$2,700.00	\$16,200.00	6.0	\$16,200.00	0.0	\$0.00	\$0.00	6.0	\$16,200.00	100.00%	\$0.00	\$810.00



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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	(G / C)		
	Complete in Place														
39	2-C4 - Furnish and Install Type "BB" Inlet, Complete in Place	Furnish and Install Type "BB" Inlet, Complete in Place	1.0	\$2,400.00	\$2,400.00	1.0	\$2,400.00	0.0	\$0.00	\$0.00	1.0	\$2,400.00	100.00%	\$0.00	\$120.00
40	2-C5 - Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	2.0	\$3,500.00	\$7,000.00	2.0	\$7,000.00	0.0	\$0.00	\$0.00	2.0	\$7,000.00	100.00%	\$0.00	\$350.00
41	2-C6 - Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer with Grate Cover, All depths, Complete in Place	Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer with Grate Cover, All depths, Complete in Place	1.0	\$3,200.00	\$3,200.00	0.0	\$0.00	1.0	\$3,200.00	\$0.00	1.0	\$3,200.00	100.00%	\$0.00	\$160.00
42	2-C7 - Furnish and Install 24-inch RCP, All Depths, Complete in Place	Furnish and Install 24-inch RCP, All Depths, Complete in Place	140.0	\$98.00	\$13,720.00	140.0	\$13,720.00	0.0	\$0.00	\$0.00	140.0	\$13,720.00	100.00%	\$0.00	\$686.00
43	2-C8 - Trench Safety System for Open Cut Construction	Trench Safety System for Open Cut Construction	140.0	\$2.00	\$280.00	110.0	\$220.00	0.0	\$0.00	\$0.00	110.0	\$220.00	78.57%	\$60.00	\$11.00
44	2-C9 - Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	20.0	\$82.00	\$1,640.00	8.0	\$656.00	0.0	\$0.00	\$0.00	8.0	\$656.00	40.00%	\$984.00	\$32.80
45	2-C10 - Furnish and Install Flood Gauge Assembly, Complete in Place	Furnish and Install Flood Gauge Assembly, Complete in Place	4.0	\$400.00	\$1,600.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,600.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
46	3-D1 - Remove Existing Pole Foundation/C ontroller	Remove Existing Pole Foundation/Controller	6.0	\$1,000.00	\$6,000.00	6.0	\$6,000.00	0.0	\$0.00	\$0.00	6.0	\$6,000.00	100.00%	\$0.00	\$300.00
47	3-D2 - Furnish and Install 30-ft mast arm pole assembly with foundation	Furnish and Install 30-ft mast arm pole assembly with foundation	1.0	\$12,500.00	\$12,500.00	0.5	\$6,250.00	0.0	\$0.00	\$0.00	0.5	\$6,250.00	50.00%	\$6,250.00	\$312.50
48	3-D3 - Furnish and Install 35-ft mast arm pole assembly with foundation	Furnish and Install 35-ft mast arm pole assembly with foundation	2.0	\$13,500.00	\$27,000.00	1.0	\$13,500.00	0.0	\$0.00	\$0.00	1.0	\$13,500.00	50.00%	\$13,500.00	\$675.00
49	3-D4 - Furnish and Install 40-ft mast arm pole assembly with foundation	Furnish and Install 40-ft mast arm pole assembly with foundation	1.0	\$15,500.00	\$15,500.00	0.5	\$7,750.00	0.0	\$0.00	\$0.00	0.5	\$7,750.00	50.00%	\$7,750.00	\$387.50
50	3-D5 - Remove and Salvage Existing Traffic Signal Equipment	Remove and Salvage Existing Traffic Signal Equipment	1.0	\$2,500.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
51	3-D6 - Furnish and Install Overhead Street Name Signs	Furnish and Install Overhead Street Name Signs	4.0	\$500.00	\$2,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,000.00	\$0.00
52	3-D7 - Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	8.0	\$300.00	\$2,400.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,400.00	\$0.00
53	3-D8 - Furnish and Install Pedestal Pole Assembly with Screw-in	Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	4.0	\$2,000.00	\$8,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$8,000.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Anchor Foundation														
54	3-D9 - Furnish and Install Controller Cabinet Modified Foundation with Apron	Furnish and Install Controller Cabinet Modified Foundation with Apron	1.0	\$2,500.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
55	3-D10 - Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	1.0	\$5,500.00	\$5,500.00	0.5	\$2,750.00	0.5	\$2,750.00	\$0.00	1.0	\$5,500.00	100.00%	\$0.00	\$275.00
56	3-D11 - Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	8.0	\$870.00	\$6,960.00	4.0	\$3,480.00	4.0	\$3,480.00	\$0.00	8.0	\$6,960.00	100.00%	\$0.00	\$348.00
57	3-D12 - Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	4.0	\$1,100.00	\$4,400.00	4.0	\$4,400.00	0.0	\$0.00	\$0.00	4.0	\$4,400.00	100.00%	\$0.00	\$220.00
58	3-D13 - Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	1.0	\$2,200.00	\$2,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,200.00	\$0.00
59	3-D14 - Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	160.0	\$14.00	\$2,240.00	160.0	\$2,240.00	0.0	\$0.00	\$0.00	160.0	\$2,240.00	100.00%	\$0.00	\$112.00
60	3-D15 - Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	600.0	\$13.00	\$7,800.00	235.0	\$3,055.00	70.0	\$910.00	\$0.00	305.0	\$3,965.00	50.83%	\$3,835.00	\$198.25

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	wire and pull tape)														
61	3-D16 - Furnish and Install Conduit, 3- inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	85.0	\$18.00	\$1,530.00	80.0	\$1,440.00	0.0	\$0.00	\$0.00	80.0	\$1,440.00	94.12%	\$90.00	\$72.00
62	3-D17 - Furnish and Install Conduit, 4- inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	75.0	\$20.00	\$1,500.00	115. 0	\$2,300.00	0.0	\$0.00	\$0.00	115. 0	\$2,300.00	153.33%	\$(800.00)	\$115.00
63	3-D18 - Furnish and Install Conduit, 4- inch SCH 80 PVC Bore (Include bond wire and pull tape)	Furnish and Install Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape)	715. 0	\$25.00	\$17,875.00	695. 0	\$17,375.00	0.0	\$0.00	\$0.00	695. 0	\$17,375.00	97.20%	\$500.00	\$868.75
64	3-D19 - Furnish and Install 3- Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	Furnish and Install 3- Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	8.0	\$850.00	\$6,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,800.00	\$0.00
65	3-D20 - Furnish and Install 4- Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	Furnish and Install 4- Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	4.0	\$1,100.00	\$4,400.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,400.00	\$0.00
66	3-D21 - Furnish and Install 4- Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	Furnish and Install 4- Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	4.0	\$1,100.00	\$4,400.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,400.00	\$0.00

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	G) (Verticle) (V4LF)														
67	3-D22 - Furnish and Install LED Pedestrian Signal Head Assembly (Symbolic) (Countdown)	Furnish and Install LED Pedestrian Signal Head Assembly (Symbolic) (Countdown)	8.0	\$650.00	\$5,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,200.00	\$0.00
68	3-D23 - Furnish and Install Traffic Signal Cables, 2/C-#14 (Shield)	Furnish and Install Traffic Signal Cables, 2/C-#14 (Shield)	1850.0	\$1.50	\$2,775.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,775.00	\$0.00
69	3-D24 - Furnish and Install Traffic Signal Cables, 3/C-#14 (Shield)	Furnish and Install Traffic Signal Cables, 3/C-#14 (Shield)	1180.0	\$1.50	\$1,770.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,770.00	\$0.00
70	3-D25 - Furnish and Install Traffic Signal Cables, 5/C-#14 (Shield)	Furnish and Install Traffic Signal Cables, 5/C-#14 (Shield)	1220.0	\$1.80	\$2,196.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,196.00	\$0.00
71	3-D26 - Furnish and Install Traffic Signal Cables, 7/C-#14 (Shield)	Furnish and Install Traffic Signal Cables, 7/C-#14 (Shield)	2940.0	\$2.20	\$6,468.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,468.00	\$0.00
72	3-D27 - Furnish and Install #4 Thin Service Wire	Furnish and Install #4 Thin Service Wire	495.0	\$1.50	\$742.50	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$742.50	\$0.00
73	3-D28 - Furnish and Install Emergency Vehicle Preemption System	Furnish and Install Emergency Vehicle Preemption System	4.0	\$2,200.00	\$8,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$8,800.00	\$0.00
74	3-D29 - Furnish and Install Traffic Signal Sawcut Loop Detector	Furnish and Install Traffic Signal Sawcut Loop Detector	965.0	\$9.50	\$9,167.50	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$9,167.50	\$0.00
75	3-D30 - Furnish and Install ITS Controller	Furnish and Install ITS Controller Cabinet Assembly	1.0	\$25,300.00	\$25,300.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$25,300.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Cabinet Assembly (Mode 340) (TypeA2070 L)	(Mode 340) (TypeA2070L)													
76	3-D31 - Furnish, Install, and Program Uninterruptible Power Supply	Furnish, Install, and Program Uninterruptible Power Supply	1.0	\$7,200.00	\$7,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,200.00	\$0.00
77	3-D32 - Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	1.0	\$1,600.00	\$1,600.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,600.00	\$0.00
78	3-D33 - Furnish and Install WIMAX	Furnish and Install WIMAX	1.0	\$2,800.00	\$2,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,800.00	\$0.00
79	3-D34 - Furnish and Install Accessible Pedestrian Push Button Station	Furnish and Install Accessible Pedestrian Push Button Station	1.0	\$7,900.00	\$7,900.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,900.00	\$0.00
80	3-D35 - Furnish and Install GPS Serial Communication Module	Furnish and Install GPS Serial Communication Module	1.0	\$900.00	\$900.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$900.00	\$0.00
81	4-E1 - Storm Water Pollution Prevention Plan Implementation and Maintenance	Storm Water Pollution Prevention Plan Implementation and Maintenance	1.0	\$3,900.00	\$3,900.00	0.68	\$2,652.00	0.17	\$663.00	\$0.00	0.85	\$3,315.00	85.00%	\$585.00	\$165.75
82	4-E2 - Furnish and Install Inlet Protection Barriers	Furnish and Install Inlet Protection Barriers	170.0	\$4.50	\$765.00	165.0	\$742.50	0.0	\$0.00	\$0.00	165.0	\$742.50	97.06%	\$22.50	\$37.13
83	4-E3 - Furnish and Install Reinforced Filter Fabric Fence	Furnish and Install Reinforced Filter Fabric Fence	1380.0	\$1.30	\$1,794.00	1090.0	\$1,417.00	0.0	\$0.00	\$0.00	1090.0	\$1,417.00	78.99%	\$377.00	\$70.85

A		B	C			D		E		F	G			H	I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
84	4-E4 - Furnish and Install Stabilized Construction Exits	Furnish and Install Stabilized Construction Exits	133.0	\$15.00	\$1,995.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,995.00	\$0.00
85	5-F1 - Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	975.0	\$22.00	\$21,450.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$21,450.00	\$0.00
86	5-F2 - Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	1.0	\$12,900.00	\$12,900.00	0.54	\$6,966.00	0.2	\$2,580.00	\$0.00	0.74	\$9,546.00	74.00%	\$3,354.00	\$477.30
87	5-F3 - Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$10,300.00	\$10,300.00	0.53	\$5,459.00	0.2	\$2,060.00	\$0.00	0.73	\$7,519.00	73.00%	\$2,781.00	\$375.95
88	5-F4 - Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$4,500.00	\$4,500.00	0.53	\$2,385.00	0.2	\$900.00	\$0.00	0.73	\$3,285.00	73.00%	\$1,215.00	\$164.25
89	5-F5 - Furnish and Install Concrete Landscape Curb, Complete in Place	Furnish and Install Concrete Landscape Curb, Complete in Place	195.0	\$18.00	\$3,510.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,510.00	\$0.00

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ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
90	5-F6 - Furnish and Install Brick Seat Wall with Foundations, Concrete Core and Cast Stone Cap, Complete in Place	Furnish and Install Brick Seat Wall with Foundations, Concrete Core and Cast Stone Cap, Complete in Place	43.0	\$330.00	\$14,190.00	6.18	\$2,038.89	8.0	\$2,640.00	\$0.00	14.18	\$4,678.89	32.97%	\$9,511.11	\$233.94
91	5-F7 - Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	86.0	\$240.00	\$20,640.00	11.0	\$2,640.00	17.0	\$4,080.00	\$0.00	28.0	\$6,720.00	32.56%	\$13,920.00	\$336.00
92	5-F8 - Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	4.0	\$3,000.00	\$12,000.00	0.5	\$1,500.00	0.8	\$2,400.00	\$0.00	1.3	\$3,900.00	32.50%	\$8,100.00	\$195.00
93	5-F9 - Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	51.0	\$430.00	\$21,930.00	7.0	\$3,010.00	10.0	\$4,300.00	\$0.00	17.0	\$7,310.00	33.33%	\$14,620.00	\$365.50
94	5-F10 - Remove and Transport Existing Clock	Remove and Transport Existing Clock	1.0	\$3,700.00	\$3,700.00	1.0	\$3,700.00	0.0	\$0.00	\$0.00	1.0	\$3,700.00	100.00%	\$0.00	\$185.00
95	5-F11 - Furnish and Install Powder	Furnish and Install Powder Coated Decorative Metal	84.0	\$430.00	\$36,120.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$36,120.00	\$0.00



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ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Coated Decorative Metal Fencing, Complete in Place	Fencing, Complete in Place													
96	5-F12 - Furnish and Install Landscape Drains, Complete in Place	Furnish and Install Landscape Drains, Complete in Place	6.0	\$900.00	\$5,400.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,400.00	\$0.00
97	5-F13 - Furnish and Install French Drain, Complete in Place	Furnish and Install French Drain, Complete in Place	375.0	\$20.00	\$7,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,500.00	\$0.00
98	5-F14 - Furnish and Install 8" PVC Drain Line, Complete in Place	Furnish and Install 8" PVC Drain Line, Complete in Place	125.0	\$55.00	\$6,875.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,875.00	\$0.00
99	5-F15 - Furnish and Install Sod Turf, Complete in Place	Furnish and Install Sod Turf, Complete in Place	10200.0	\$0.55	\$5,610.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,610.00	\$0.00
100	5-F16 - Furnish and Install 65 Gallon Live Oak, Complete in Place	Furnish and Install 65 Gallon Live Oak, Complete in Place	26.0	\$1,300.00	\$33,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$33,800.00	\$0.00
101	5-F17 - Furnish and Install 45 Gallon Bald Cypress, Complete in Place	Furnish and Install 45 Gallon Bald Cypress, Complete in Place	9.0	\$800.00	\$7,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,200.00	\$0.00
102	5-F18 - Furnish and Install 30" Box Mexican Sycamore, Complete in Place	Furnish and Install 30" Box Mexican Sycamore, Complete in Place	3.0	\$1,300.00	\$3,900.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,900.00	\$0.00
103	5-F19 - Furnish and Install 45 Gallon Chaste Tree, Complete in Place	Furnish and Install 45 Gallon Chaste Tree, Complete in Place	6.0	\$800.00	\$4,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,800.00	\$0.00

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ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Complete in Place														
104	5-F20 - Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	50.0	\$55.00	\$2,750.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,750.00	\$0.00
105	5-F21 - Furnish and Install 1 Gallon Lantana, Complete in Place	Furnish and Install 1 Gallon Lantana, Complete in Place	60.0	\$35.00	\$2,100.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,100.00	\$0.00
106	5-F22 - Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	64.0	\$35.00	\$2,240.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,240.00	\$0.00
107	5-F23 - Furnish and Install 1 Gallon Maiden Grass, Complete in Place	Furnish and Install 1 Gallon Maiden Grass, Complete in Place	32.0	\$35.00	\$1,120.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,120.00	\$0.00
108	5-F24 - Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	72.0	\$35.00	\$2,520.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,520.00	\$0.00
109	5-F25 - Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	266.0	\$35.00	\$9,310.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$9,310.00	\$0.00
110	6-G1 - Furnish and Install Irrigation Service Tap and Meter, Complete in Place	Furnish and Install Irrigation Service Tap and Meter, Complete in Place	1.0	\$3,500.00	\$3,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,500.00	\$0.00
111	6-G2 - Furnish and Install	Furnish and Install Backflow Device with	1.0	\$1,200.00	\$1,200.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,200.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Backflow Device with Enclosure, Complete in Place	Enclosure, Complete in Place													
112	6-G3 - Furnish and Install Controller with Sensors, Complete in Place	Furnish and Install Controller with Sensors, Complete in Place	1.0	\$5,800.00	\$5,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$5,800.00	\$0.00
113	6-G4 - Furnish and Install Control Valves with Box, Complete in Place	Furnish and Install Control Valves with Box, Complete in Place	6.0	\$1,500.00	\$9,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$9,000.00	\$0.00
114	6-G5 - Furnish and Install Pop-UP Spray Zone, Complete in Place	Furnish and Install Pop-UP Spray Zone, Complete in Place	2100.0	\$3.00	\$6,300.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,300.00	\$0.00
115	6-G6 - Furnish and Install Drip Tubing Zone, Complete in Place	Furnish and Install Drip Tubing Zone, Complete in Place	800.0	\$3.00	\$2,400.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,400.00	\$0.00
116	6-G7 - Furnish and Install Irrigation Mainline Complete with Control Wire Bundle, Complete in Place	Furnish and Install Irrigation Mainline Complete with Control Wire Bundle, Complete in Place	240.0	\$20.00	\$4,800.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,800.00	\$0.00
117	6-G8 - Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	75.0	\$30.00	\$2,250.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,250.00	\$0.00
118	7-H1 - Extra Hand Excavation	Extra Hand Excavation	50.0	\$10.00	\$500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$500.00	\$0.00
119	7-H2 - Extra Machine Excavation	Extra Machine Excavation	50.0	\$20.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	(G / C)		
120	7-H3 - Extra Removal of Miscellaneous Concrete and Masonry	Extra Removal of Miscellaneous Concrete and Masonry	50.0	\$30.00	\$1,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,500.00	\$0.00
121	7-H4 - Excavation Around Obstructions	Excavation Around Obstructions	50.0	\$20.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00
122	7-H5 - Extra Placement of Backfill Material	Extra Placement of Backfill Material	50.0	\$15.00	\$750.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$750.00	\$0.00
123	7-H6 - Extra Cement Stabilized Sand	Extra Cement Stabilized Sand	50.0	\$25.00	\$1,250.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,250.00	\$0.00
124	7-H7 - Furnish and Install HMA Level-Up, all Depths, Complete in Place	Furnish and Install HMA Level-Up, all Depths, Complete in Place	25.0	\$80.00	\$2,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,000.00	\$0.00
125	7-H8 - Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	20.0	\$80.00	\$1,600.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,600.00	\$0.00
126	7-H9 - Ground Water Control for Open Cut Construction	Ground Water Control for Open Cut Construction	100.0	\$25.00	\$2,500.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,500.00	\$0.00
127	7-H10 - Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	2.0	\$250.00	\$500.00	2.0	\$500.00	0.0	\$0.00	\$0.00	2.0	\$500.00	100.00%	\$0.00	\$25.00
128	7-H11 - PPCA Sampling and Analysis	PPCA Sampling and Analysis	1.0	\$1,000.00	\$1,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,000.00	\$0.00
129	8-I6 - Transport and Reinstall Existing	Transport and Reinstall Existing Clock,including Electrical Connection	1.0	\$14,000.00	\$14,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$14,000.00	\$0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
	Clock,includin g Electrical Connection and Foundation, Complete in Place	and Foundation, Complete in Place													
130	8-I7 - Landscape Maintenance	Landscape Maintenance	12.0	\$2,000.00	\$24,000.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$24,000.00	\$0.00
TOTALS:			\$1,145,903.00			\$480,055.83		\$118,244.80		\$0.00	\$598,300.63		52.21%	\$547,602.37	\$29,915.06

## Change Orders

A	B	C			D		E		F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
		QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
131	PCCO#001													
131.1	PCO#001													
131.1.1	8-I5 Refurbish and Reinstall Existing Clock, including Electrical Connection and Foundation, Complete in Place	1.0	\$15,300.00	\$15,300.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$15,300.00	\$0.00
131.1.2	8-I12 Zicla "Armadillo" Protective Barrier	174.0	\$105.00	\$18,270.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$18,270.00	\$0.00
131.1.3	8-I4 Storage of clock 6J-A	1.0	\$7,500.00	\$7,500.00	1.0	\$7,500.00	0.0	\$0.00	\$0.00	1.0	\$7,500.00	100.00%	\$0.00	\$375.00
131.1.4	8-I8 A-1 Furnish and Install 6-inch Wide White Guide Pavement	5700.0	\$1.23	\$7,011.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$7,011.00	\$0.00
131.1.5	8-I9 A-2 Furnish and Install 4-inch Wide Double Yellow	2300.0	\$1.34	\$3,082.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,082.00	\$0.00
131.1.6	8-I10 A-3 Furnish and Install 4-Inch wide broken pavement markings, Complete in place.	1540.0	\$0.67	\$1,031.80	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,031.80	\$0.00
131.1.7	8-I11 A-4 Furnish and Install 24-inch Solid Green Pavement Marking, Complete in Place	220.0	\$21.80	\$4,796.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$4,796.00	\$0.00
131.1.8	1-B28 Furnish and Install 6-inch Solid Green Pavement	36.0	\$7.23	\$260.28	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$260.28	\$0.00
131.1.9	1-B26 Furnish and Install 6-inch Solid Green Pavement	19.0	\$350.00	\$6,650.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$6,650.00	\$0.00
131.1.10	1-B30	150.0	\$4.00	\$600.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$600.00	\$0.00
131.1.11	1-B31	8.0	\$4.00	\$32.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$32.00	\$0.00
131.1.12	1-B32	900.0	\$0.50	\$450.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$450.00	\$0.00
131.1.13	1-B33	3600.0	\$0.85	\$3,060.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$3,060.00	\$0.00

A	B	C			D		E		F	G			H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)			BALANCE TO FINISH (C - G)	RETAINAGE
		QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE	% (G / C)		
132	PCCO#002													
132.1	PCO#002													
132.1.1	1-B4 Saw cut additional lengths for base failure repairs	169.0	\$6.00	\$1,014.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,014.00	\$0.00
132.1.2	1-B6 LTS installed to replace deteriorated base material	80.0	\$6.60	\$528.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$528.00	\$0.00
132.1.3	1-B1 Additional removal of pavement	80.0	\$5.20	\$416.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$416.00	\$0.00
132.1.4	1-B13 Additional 44.3 linear feet of 5 foot wide Sidewalk on Wrightwood that was heavily degraded and damaged	221.5	\$7.00	\$1,550.50	221.5	\$1,550.50	0.0	\$0.00	\$0.00	221.5	\$1,550.50	100.00%	\$0.00	\$77.53
132.1.5	1-B9 Additional milling to cover the multiple patches in the road that have been made over the past year	104.0	\$3.70	\$384.80	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$384.80	\$0.00
132.1.6	1-B10 Additional milling to cover the multiple patches in the road that have been made over the past year	104.0	\$11.00	\$1,144.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$1,144.00	\$0.00
132.1.7	1-B11 Additional road repair on Wrightwood	80.0	\$28.00	\$2,240.00	0.0	\$0.00	0.0	\$0.00	\$0.00	0.0	\$0.00	0.00%	\$2,240.00	\$0.00
TOTALS:		\$75,320.38			\$9,050.50		\$0.00		\$0.00	\$9,050.50		12.02%	\$66,269.88	\$452.53

## Grand Totals

A	B	C			D		E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
GRAND TOTALS:		\$1,228,027.69			\$489,786.76		\$118,244.80		\$0.00	\$608,031.56	49.51%	\$619,996.13	\$30,401.61

**CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS**

**THE STATE OF TEXAS**

§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF HARRIS** §

The undersigned J Lira, states that he is the  
[Affiant]

Controller, of RAC Industries LLC  
(Contractor)

and that he is duly authorized to execute this Certification of Payment to Subcontractors, and Suppliers; that Contractor has made payments to Contractors, Subcontractors, and Suppliers for all labor, materials, equipment and services furnished for work constituting the whole construction of approximately \$ 240,431

(Contract/Project Number T 0520 Houston Avenue and White Oak Intersection Improvments) and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Affiant's Signature]

J Lira

SWORN AND SUBSCRIBED before me on

01/20/2019

[Date]



Gabriella O. Chapa

Notary Public in and for the State of TEXAS

Gabriella O. Chapa

[Print or type Notary Public name]

My Commission Expires: 1/13/2020  
[Expiration Date]

### MWSDBE Utilization Schedule

<b>Status as of:</b>	01/20/19
<b>Project Name:</b>	Houston Avenue and White Oak Drive Intersection Improvements
<b>WBS Number</b>	N-T05000-0004-3
<b>Company Name</b>	RAC Industries, LLC



<b>Month</b>	<b>Total</b>	<b>D. Solis Trucking</b>	<b>GMJ Asphalt Paving</b>	<b>Sub 3 (Enter Name)</b>	<b>Sub 4 (Enter Name)</b>
<b>8/23/2018-09/20/2018</b>	\$0	\$0		\$0	\$0
<b>9/21/2018-10/20/2018</b>	\$0	\$0		\$0	\$0
<b>10/21/2018-11/20/2018</b>	\$12,442	\$12,442		\$0	\$0
<b>11/21/2018-12/20/2018</b>	\$3,892	\$3,892		\$0	\$0
<b>12/21/2018-1/20/2019</b>	\$55	\$55		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
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	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
<b>\$</b>	<b>\$16,389</b>	<b>\$16,389</b>		<b>\$0</b>	<b>\$0</b>
<b>%</b>	<b>1.33%</b>	<b>1.33%</b>		<b>0.00%</b>	<b>0.00%</b>

Contract Amount:	\$1,229,506
Goal %	20.00%
*(Rev)Projected Goal%	8.21%
(Rev) Goal \$	\$100,942
Project Goal \$	\$16,389

\*\*\*Note: Actual dollar amounts are assumed if the date is in the past, otherwise numbers reflect projected dollar amounts.

\* See worksheet for explanation



# ATTACHMENT B

City of Houston  
Affirmative Action and Contract Compliance  
MWSBE Monthly Utilization Report  
Report Period 12/21/2018 thru 01/20/2019

PROJECT NAME & NUMBER HOUSTON AVENUE & WHITE OAK DRIVE INTERSECTION IMPROVEMENTS  
PRIME CONTRACTOR RAC Industries  
ADDRESS 3207 Preston Pasadena, Texas 77505  
LIAISON Ted Labuzan, Project Manager  
REPORT DATE 01/20/2019  
CONTRACT NO. T-0520  
CONTRACT AMOUNT \$1,145,903.00  
MWSBE GOAL 20% 8.21 %  
PHONE 832-475-6265  
PRIME AMOUNT PAID BY COH TO DATE \$ 220,689 -

SUB/VENDOR NAME	DATE OFF AA CERTIFICATION	SUBCONTRACT AMOUNT	%OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	%OF CONTRACT TO DATE	RETAINAGE HELD
GMJ Asphalt Paving	current	\$81,190	7.01				
*Reliable Signal	current	\$232,824	20.34				
D. Solis Trucking, Inc.	current	\$17,500	1.5	\$55	\$16,389		
<b>TOTALS</b>			28.5 8.51	55	16,389	1.41	

SUBMIT BY THE 15<sup>TH</sup> DAY FOLLOWING THE END OF THE REPORTING PERIOD TO: OFFICE OF BUSINESS OPPORTUNITY

ATTN: CARLECIA D. WRIGHT

611 WALKER, 7<sup>TH</sup> FLOOR

HOUSTON, TEXAS 77002

832-393-0600

FAX: 832-393-0622

\* Reliable Signal pre-bid quoted their scope on the job and was awarded their entire scope in timely manner. Then, they refused to honor quote and perform the work. All of the other materials and subcontractors for project had been committed. Therefore, the goal is reduced to shown amount. The only DBE that existed in our committed list is D. Solis Trucking which has been added. Reliable quote and contact info is attached.

00640-10  
MAY 2018

ID		Task Name	Duration	Start	Finish	August					September				October
						7/22	7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23
1		Preconstruction	10 days	Thu 8/2/18	Wed 8/15/18	<div><div></div></div> 85%									
2	✓	Contract,Bonds,COI	1 day	Thu 8/2/18	Thu 8/2/18	<div><div></div></div> 100%									
3	✓	Subcontract and Material Lists	1 day	Thu 8/2/18	Thu 8/2/18	<div><div></div></div> 100%									
4	✓	Subcs & Pos	5 days	Thu 8/2/18	Wed 8/8/18	<div><div></div></div> 100%									
5	✓	RFIs-#1 thru #7	10 days	Thu 8/2/18	Wed 8/15/18	<div><div></div></div> 100%									
6		Material submittals	10 days	Thu 8/2/18	Wed 8/15/18	<div><div></div></div> 90%									
7		Layout	5 days	Thu 8/2/18	Wed 8/8/18	<div><div></div></div> 25%									
8	✓	Phase I-Infrastructure (orig ph I,II,III)	62 days?	Mon 8/27/18	Tue 11/20/18										
9	✓	Mobilization	26 days	Mon 8/27/18	Mon 10/1/18						<div><div></div></div> 100%				
10	✓	SWPPP	26 days	Mon 8/27/18	Mon 10/1/18						<div><div></div></div> 100%				
11	✓	Project Signs	19 days	Mon 8/27/18	Thu 9/20/18						<div><div></div></div> 100%				
12	✓	Saw Cutting	26 days	Mon 8/27/18	Mon 10/1/18						<div><div></div></div> 100%				
13	✓	Set up Traffic Control	5 days	Mon 8/27/18	Sat 9/1/18						<div><div></div></div> 100%				
14	✓	Sta 8+00 to 13+25	10 days	Tue 9/4/18	Mon 9/17/18						<div><div></div></div> 100%				
15	✓	Tree Protection	5 days	Tue 9/4/18	Mon 9/10/18						<div><div></div></div> 100%				
16	✓	Set Traffic Control	2 days	Tue 9/4/18	Wed 9/5/18						<div><div></div></div> 100%				
17	✓	Remove Existing Sidewalk	2 days	Tue 9/4/18	Wed 9/5/18						<div><div></div></div> 100%				
18	✓	Install Propose Sidewalk	10 days	Tue 9/4/18	Mon 9/17/18						<div><div></div></div> 100%				
19	✓	Propose Metro Bus Pad	1 day	Tue 9/4/18	Tue 9/4/18						<div><div></div></div> 100%				
20	✓	Sta 2+57 to 4+50	46 days?	Tue 9/18/18	Tue 11/20/18						<div><div></div></div>				
21	✓	Remove Existing Asphalt	24 days	Tue 9/18/18	Fri 10/19/18						<div><div></div></div>				
22	✓	Remove Existing Bollards	24 days	Tue 9/18/18	Fri 10/19/18						<div><div></div></div>				
23	✓	Remove Existing Inlets	24 days	Tue 9/18/18	Fri 10/19/18						<div><div></div></div>				
24	✓	Install C-1 Inlet and B.B. Inlet	24 days	Tue 9/18/18	Fri 10/19/18						<div><div></div></div>				
25	✓	Install Curb and Gutter	24 days	Tue 9/18/18	Fri 10/19/18						<div><div></div></div>				
26	✓	Install 6" Black Base	39 days	Tue 9/18/18	Sat 11/10/18						<div><div></div></div>				
27	✓	Sidewalk and Ramps	46 days	Tue 9/18/18	Tue 11/20/18						<div><div></div></div>				
28	✓	Remove & Store Clock	16.75 days?	Mon 10/15/18	Wed 11/7/18										
29	✓	Phase II-Infrastructure	33 days	Mon 10/22/18	Wed 12/5/18										
30	✓	Traffic Control	5 days	Mon 10/22/18	Fri 10/26/18										
31	✓	Saw Cutting	3 days	Mon 10/22/18	Wed 10/24/18										
32	✓	Remove Existing Asphalt	3 days	Mon 10/22/18	Wed 10/24/18										
33	✓	Install C-1 Inlet	2.7 days	Thu 11/15/18	Mon 11/19/18										
34	✓	Install Type C M/H	2 days	Tue 11/20/18	Wed 11/21/18										
35	✓	Install Curb and Gutter	26 days	Fri 10/26/18	Fri 11/30/18										
36	✓	Apply 6" Black Base	1 day	Sat 12/1/18	Mon 12/3/18										
37	✓	Install Sidewalk and Ramp	1 day	Wed 12/5/18	Wed 12/5/18										

Project: Houston Avenue and White C

Date: Wed 1/23/19

Critical

Critical Split

Critical Progress

Task

Split

Task Progress

Baseline

Baseline Split

Baseline Milestone

Milestone

Summary Progress

Summary










Project Summary

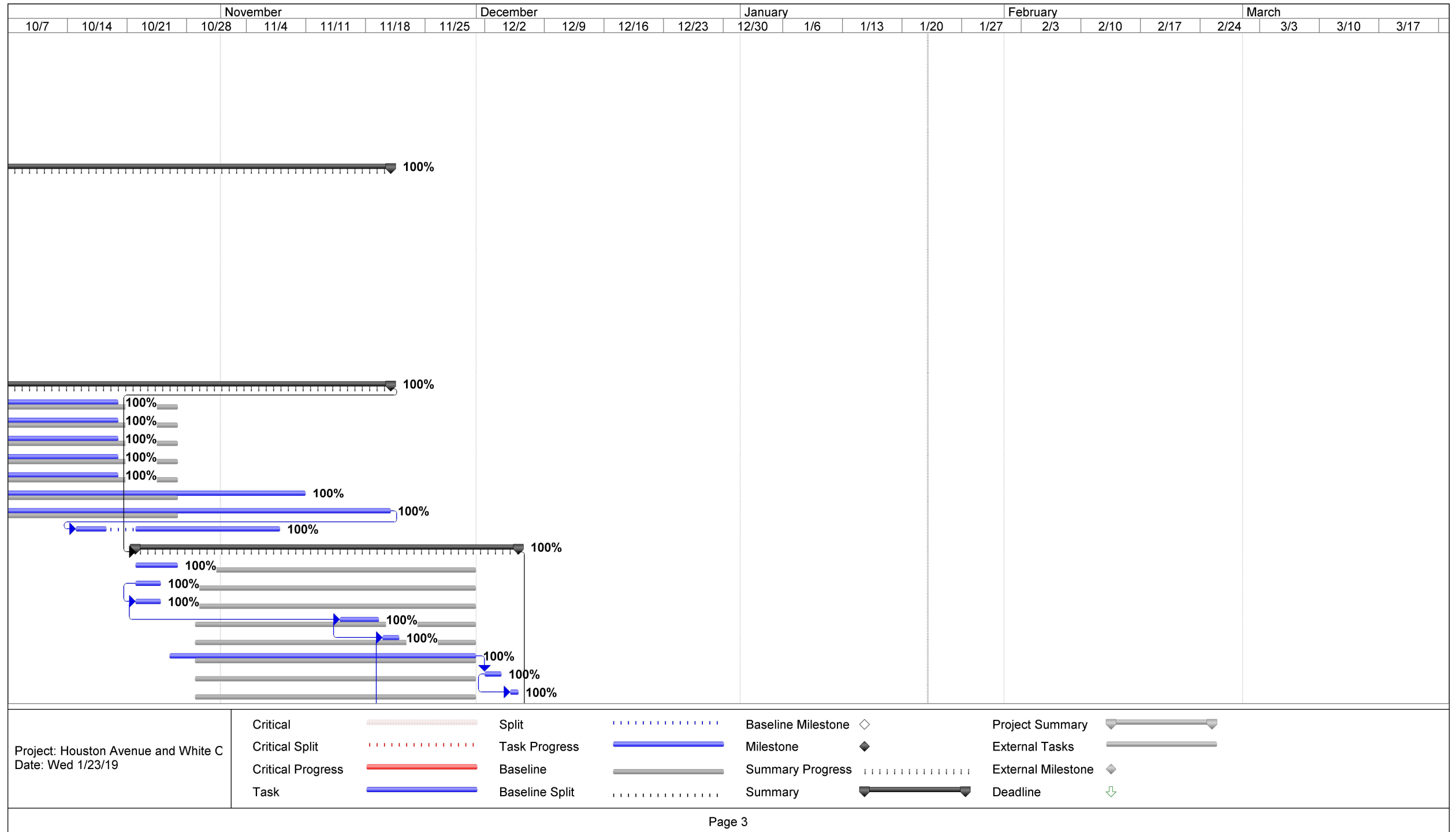
External Tasks

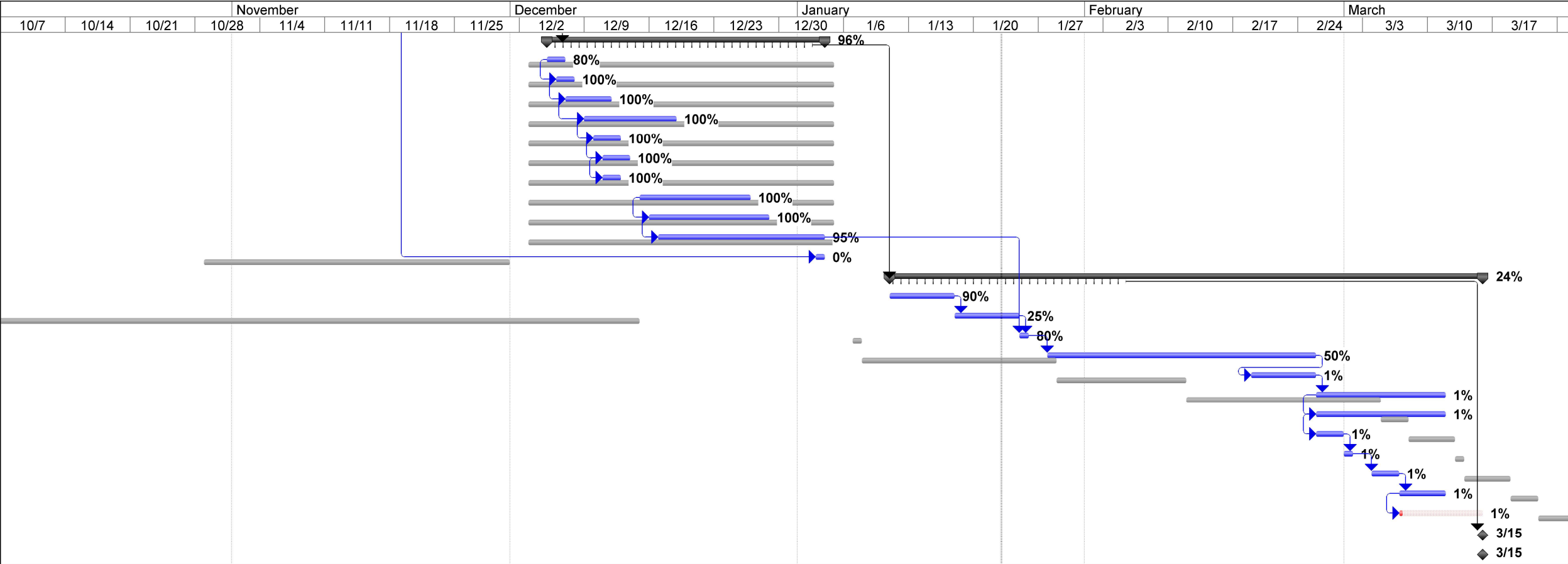
External Milestone

Deadline

Page 1

ID		Task Name	Duration	Start	Finish	August						September				October
						7/22	7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30
38		Phase III-Infrastructure	22 days	Wed 12/5/18	Thu 1/3/19	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
39		Traffic Control	2 days	Wed 12/5/18	Thu 12/6/18											
40		Remove Tree	2 days	Thu 12/6/18	Fri 12/7/18											
41		Saw Cut	3 days	Fri 12/7/18	Tue 12/11/18											
42		Remove Existing Asphalt	7 days	Sun 12/9/18	Tue 12/18/18											
43		Remove Existing Inlet	3 days	Mon 12/10/18	Wed 12/12/18											
44		Install C-1 Inlet	3 days	Tue 12/11/18	Thu 12/13/18											
45		Install 24" RCP	2 days	Tue 12/11/18	Wed 12/12/18											
46		Install Curb and Gutter	8 days	Sat 12/15/18	Wed 12/26/18											
47		Install 6" Black Base	10 days	Sun 12/16/18	Fri 12/28/18											
48		Propose Sidewalk and Ramps	14 days	Mon 12/17/18	Thu 1/3/19											
49		Install 60' Irrigation 1"	1 day	Thu 1/3/19	Thu 1/3/19											
50		Phase IV-Park	46 days	Fri 1/11/19	Fri 3/15/19											
51		submittals approved	5 days	Fri 1/11/19	Thu 1/17/19											
52		order&receive cast stone, pavers, brick, benches	5 days	Fri 1/18/19	Thu 1/24/19											
53		grading	1 day	Fri 1/25/19	Fri 1/25/19											
54		foundations-bench wall, entry wall, clock	21 days	Mon 1/28/19	Mon 2/25/19											
55		electrical to clock &sub paving for pavers	5 days	Tue 2/19/19	Mon 2/25/19											
56		tile, brick, and stone	10 days	Tue 2/26/19	Mon 3/11/19											
57		pavers	10 days	Tue 2/26/19	Mon 3/11/19											
58		benches	3 days	Tue 2/26/19	Thu 2/28/19											
59		clock	1 day	Fri 3/1/19	Fri 3/1/19											
60		irrigation	3 days	Mon 3/4/19	Wed 3/6/19											
61		electrical	3 days	Thu 3/7/19	Mon 3/11/19											
62		landscape	7 days	Thu 3/7/19	Fri 3/15/19											
63		FLOAT for Engineer allowable time and additions	0 days	Fri 3/15/19	Fri 3/15/19											
64		float - finish by 2/22/2019	0 days	Fri 3/15/19	Fri 3/15/19											
Project: Houston Avenue and White C Date: Wed 1/23/19		Critical	<div></div>	Split	<div></div>	Baseline Milestone	◇	Project Summary								
		Critical Split	<div></div>	Task Progress	<div></div>	Milestone	◆	External Tasks								
		Critical Progress	<div></div>	Baseline	<div></div>	Summary Progress	<div></div>	External Milestone								
		Task	<div></div>	Baseline Split	<div></div>	Summary	<div></div>	Deadline								
Page 2																





Project: Houston Avenue and White C Date: Wed 1/23/19	Critical	<div></div>	Split	<div></div>	Baseline Milestone	<div></div>	Project Summary	<div></div>
	Critical Split	<div></div>	Task Progress	<div></div>	Milestone	<div></div>	External Tasks	<div></div>
	Critical Progress	<div></div>	Baseline	<div></div>	Summary Progress	<div></div>	External Milestone	<div></div>
	Task	<div></div>	Baseline Split	<div></div>	Summary	<div></div>	Deadline	<div></div>

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 18-2148

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 12/31/2018

**MATTER: 1023.01 - Administrative & Meeting**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	11/30/2018	Review and revise draft agenda for December 13, 2018, meeting.	0.4	110.00
PJK -...	11/30/2018	Attention to meeting action needs.	0.2	55.00
SVD ...	11/30/2018	Attention to draft agenda and minutes.	0.6	60.00
SVD ...	12/3/2018	Revise draft minutes. Attention to meeting schedule,	0.6	60.00
SVD ...	12/6/2018	Attention to Board meeting rescheduling, and related communications. Attention to workshop scheduling.	0.8	80.00
SVD ...	12/7/2018	Attention to meeting and workshop scheduling.	0.5	50.00
LD - ...	12/10/2018	Attention to meeting preparation procedures.	0.1	27.50
SVD ...	12/14/2018	Attention to proposed workshop meeting, and related communications.	0.5	50.00
SVD ...	12/17/2018	Attention to meeting and workshop scheduling.	0.5	50.00
SVD ...	12/20/2018	Coordination regarding bookkeeping matters.	0.5	50.00
SVD ...	12/26/2018	Administration of financial matters, and coordination of bookkeeping matters.	1	100.00

**Total** \$692.50

**Payments/Credits** \$0.00

**Balance Due** \$692.50

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 18-2149

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 12/31/2018

**MATTER: 1023.02 - General**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	11/30/2018	Review and revise minutes of TIRZ and minutes of Authority November 15, 2018, meeting.	1.25	406.25
PJK - ...	12/3/2018	Attention to extension issues and COH actions..	0.4	130.00
LD - ...	12/6/2018	Review response to Bike Houston request.	0.25	81.25
LD - ...	12/10/2018	Telephone conference with S. Weesner regarding engineering meeting and general project development matters.	0.2	65.00
SVD ...	12/19/2018	Administration of insurance policy documentation, and related communications.	0.25	31.25
LD - ...	12/20/2018	Attention to TML insurance renewals.	0.25	81.25
SVD ...	12/20/2018	Administration of insurance documentation.	0.5	62.50
LD - ...	12/26/2018	Attention to bookkeeping issues.	0.25	81.25
LD - ...	12/27/2018	Attention to bookkeeping issues.	0.25	81.25
EXP...				
	11/30/2018	November 2018 - Copies		165.30
	12/6/2018	11/29/2018 - FedEx - I. Ward/Sovereign Regents Square LLC		32.53
	12/31/2018	December 2018 - Copies		16.05
	12/31/2018	December 2018 - Postage		2.21
		<b>TOTAL REIMBURSABLE EXPENSES</b>		<b>216.09</b>

**Total** \$1,236.09

**Payments/Credits** \$0.00

**Balance Due** \$1,236.09

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 18-2150

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 12/31/2018

**MATTER: 1023.17 - T-0520 - HOUSTON AVE/WHITE OAK**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	12/5/2018	Telephone conference with J. Cleveland regarding MOU status with GNMD; email MOU to R. Reyna for action on same.	0.25	81.25
LD - ...	12/11/2018	Review proposed revision to MOU with GNMD; email S. Weesner regarding same.	0.25	81.25
LD - ...	12/12/2018	Review engineering update; communications regarding same.	0.25	81.25
LD - ...	12/13/2018	Email exchange with GNMD approving MOU draft.	0.25	81.25
SVD ...	12/18/2018	Attention to project matters and documentation.	0.25	31.25
LD - ...	12/21/2018	Telephone conference with J. Cleveland regarding revisions to MOU.	0.25	81.25
SVD ...	12/27/2018	Coordination of contractor payments, and related communications.	0.75	93.75
SVD ...	12/28/2018	Attention to MOU with GNMD.	0.5	62.50

**Total** \$593.75

**Payments/Credits** \$0.00

**Balance Due** \$593.75



# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 18-2151

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 12/31/2018

**MATTER: 1023.18 - T - REGENTS SQUARE GID**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
SVD ...	11/29/2018	Administration of GID payments.	0.25	31.25
SVD ...	11/30/2018	Attention to Certificate and Receipt.	0.5	62.50
LD - ...	12/5/2018	Review termination provisions.	0.25	81.25
PJK - ...	12/5/2018	Attention to reimbursement issues.	0.2	65.00
LD - ...	12/6/2018	Telephone conference with S. Weesner regarding GID issues.	0.25	81.25
LD - ...	12/10/2018	Telephone conference with S. Weesner regarding extension amendment.	0.1	32.50
LD - ...	12/11/2018	Attention to draft second amendment.	0.5	162.50
LD - ...	12/20/2018	Finalize GID amendment; forward to S. Weesner.	0.25	81.25

**Total** \$597.50

**Payments/Credits** \$0.00

**Balance Due** \$597.50

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 18-2152

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 12/31/2018

**MATTER: 1023.26 - ALLEN PKWY/MARSTON**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
PJK -...	11/30/2018	Attention to proposed project and development issues.	0.6	195.00
LD - ...	12/4/2018	Telephone conference with S. Weesner and A. Lents regarding December 5, 2018 meeting.	0.75	243.75
PJK -...	12/4/2018	Attention to proposed project issues; Review proposed term sheet.	0.8	260.00
LD - ...	12/5/2018	Meeting to discuss proposed development.	3.25	1,056.25
PJK -...	12/5/2018	Attention to proposed term sheet and developer meeting; Attention to possible reimbursement issues.	0.6	195.00
LD - ...	12/6/2018	Attention to workshop planning; attention to forms of agreements.	0.5	162.50
PJK -...	12/6/2018	Attention to proposed project issues.	0.4	130.00
LD - ...	12/11/2018	Telephone conference with B. Wallace regarding proposed draft agreement.	0.25	81.25
LD - ...	12/13/2018	Attention to draft financing and development agreement.	1	325.00
LD - ...	12/20/2018	Telephone conference with S. Weesner regarding update from COH meeting.	0.25	81.25
PJK -...	12/20/2018	Attention to COH requirements.	0.4	130.00
LD - ...	12/28/2018	Conference with S. Weesner to review Hanover submittals.	1	325.00
EXP...				
	12/31/2018	11/19/18 - Hosted Conference Call - Memorial Heights Redevelopment		20.92
		TOTAL REIMBURSABLE EXPENSES		20.92

**Total** \$3,205.92

**Payments/Credits** \$0.00

**Balance Due** \$3,205.92

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 19-1010

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 1/30/2019

**MATTER: 1023.01 - Administrative & Meeting**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
SVD ...	1/8/2019	Attention to meeting action needs.	0.25	25.00
SVD ...	1/10/2019	Maintenance of Director, staff, and consultant contact information.	0.25	25.00
SVD ...	1/16/2019	Maintenance of public files, records, and documents.	0.5	50.00
SVD ...	1/17/2019	Attention to meeting scheduling.	0.25	25.00
SVD ...	1/23/2019	Communicaitons with staff regarding meeting action needs.	0.5	50.00
SVD ...	1/25/2019	Communications regarding execution and distribution of checks.	0.25	25.00
SVD ...	1/30/2019	Prepare draft agenda for upcoming Board of Directors meeting, and related communications.	0.75	75.00

**Total** \$275.00

**Payments/Credits** \$0.00

**Balance Due** \$275.00

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:****MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

Invoice #: 19-1011

Invoice Date: 1/31/2019

Services Rendered Through: 1/30/2019

**MATTER: 1023.02 - General**

	Date	Description	Hrs.	Amount
SVD ...	1/2/2019	Administration of files relating to TexPool activation, and related communications.	0.75	93.75
SVD ...	1/3/2019	Communications relating to TexPool activation.	0.5	62.50
LD - ...	1/8/2019	Attention to TML request.	0.25	81.25
SVD ...	1/8/2019	Compilation and transmittal of documents to TML relating to renewals.	0.25	31.25
LD - ...	1/10/2019	Review updated general financial models and assumptions.	0.25	81.25
SVD ...	1/14/2019	Compilation and transmittal of additional documents to TML, and related communications.	0.25	31.25
SVD ...	1/15/2019	Attention to Investment Policy and Ethics Code updates.	0.25	31.25
LD - ...	1/18/2019	Attention to required website content; email to S. Weesner regarding same.	0.25	81.25
SVD ...	1/18/2019	Administration of documents for website, and related communications.	0.25	31.25
SVD ...	1/22/2019	Attention to Ethics Code revisions.	0.25	31.25
LD - ...	1/23/2019	Telephone conference with S. Weesner regarding meeting issues and financial accounts handling guidelines.	0.5	162.50
MR...	1/23/2019	Attention to Investment Policy and DPA issue.	0.25	81.25
LD - ...	1/28/2019	Attention to bookkeeping issues.	0.25	81.25
SVD ...	1/30/2019	Communications with consultants regarding insurance package renewal. Communicaitons with tax advisor regarding tax increment report. Attention to budget review and approval schedule.	0.5	62.50
EXP...				
	1/17/2019	01/10/2019 - FedEx - M. Morton/Melissa Morton CPA		18.96
	1/24/2019	January 2019 - Copies		19.50
		TOTAL REIMBURSABLE EXPENSES		38.46

**Total** \$982.21

**Payments/Credits** \$0.00

**Balance Due** \$982.21

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 19-1012

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 1/30/2019

**MATTER: 1023.17 - T-0520 - HOUSTON AVE/WHITE OAK**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	1/10/2019	Follow up inclusion of Woodland Heights work on GNMD maintenance; review engineer's update.	0.25	81.25
LD - ...	1/11/2019	Telephone conference with J. Cleveland of GNMD regarding gateway maintenance; e-mail regarding ROW for same.	0.25	81.25
LD - ...	1/14/2019	Review notice from GNMD to include gateway in it's maintenance agreement.	0.25	81.25
LD - ...	1/25/2019	Review email from contractor; telephone conference with S. Weesner regarding pay estimates and check delivery.	0.25	81.25

**Total** \$325.00

**Payments/Credits** \$0.00

**Balance Due** \$325.00

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 19-1013

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 1/30/2019

**MATTER: 1023.18 - T - REGENTS SQUARE GID**

<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
SVD ... 1/23/2019	Attention to Amended and Restated Development Agreement documentation.	0.25	31.25

**Total** \$31.25

**Payments/Credits** \$0.00

**Balance Due** \$31.25

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 19-1014

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 1/30/2019

**MATTER:** 1023.24 - T-0523 - SHEPHER/DURHAM RECON

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	1/23/2019	Update regarding grant application and review.	0.25	81.25

**Total** \$81.25

**Payments/Credits** \$0.00

**Balance Due** \$81.25

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 19-1015

**Invoice Date:** 1/31/2019

**Services Rendered Through:** 1/30/2019

**MATTER: 1023.26 - ALLEN PKWY/MARSTON**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	1/7/2019	Review reimbursement models and assumptions; Communication with S. Weesner.	0.75	243.75
LD - ...	1/8/2019	Attention to Hanover financial models and meeting; Communications with S. Weesner.	0.25	81.25
PJK - ...	1/9/2019	Attention to COH requirements.	0.4	130.00
LD - ...	1/11/2019	Telephone conference with S. Weesner regarding financial models; prepare for and participate in conference call.	2	650.00
PJK - ...	1/11/2019	Attention to project projections and developer financing issues.	1.2	390.00
PJK - ...	1/13/2019	Prepare for COH meeting.	1.8	585.00
LD - ...	1/14/2019	Telephone conference with J. Kuhl and A. Lents regarding Hanover meeting.	0.75	243.75
PJK - ...	1/14/2019	Participate in COH meeting with Hanover; Telephone conference with A.Lents; Telephone conference with S. Wessner.	3.4	1,105.00
PJK - ...	1/16/2019	Attention to COH actions.	0.4	130.00
PJK - ...	1/17/2019	Review possible revisions.	0.8	260.00
PJK - ...	1/18/2019	Continued review of possible revisions.	0.6	195.00
PJK - ...	1/20/2019	Attention to Hanover revisions.	0.4	130.00
PJK - ...	1/21/2019	Continued attention to Hanover revisions; Telephone conference with L.Davis.	0.8	260.00
LD - ...	1/21/2019	Review revised request from Hanover.	0.25	81.25
PJK - ...	1/22/2019	Continued attention to Hanover revisions; Telephone conference with B. Wallace regarding possible MMD overlay.	1.2	390.00
LD - ...	1/23/2019	Telephone conference with S. Weesner regarding revised Hanover analysis and response.	0.25	81.25
PJK - ...	1/24/2019	Review latest financial models and proposals.	0.6	195.00
PJK - ...	1/25/2019	Continued attention to latest proposals.	0.4	130.00
EXP...				
	1/31/2019	12/04/18 - Hosted Conference Call - Memorial Heights Redevelopment Authority		16.07
		TOTAL REIMBURSABLE EXPENSES		16.07

**Total** \$5,297.32

**Payments/Credits** \$0.00

**Balance Due** \$5,297.32



SMW Principle Solutions, Inc.  
1900 West Gray- P.O. Box130627  
Houston, TX 77219  
sherry@SMWPrincipleSolutions.com

## INVOICE

**BILL TO**  
MHRA/TIRZ 5

**INVOICE #** 1150  
**DATE** 02/03/2019  
**DUE DATE** 03/05/2019  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>CONSULTING AGREEMENT</b> Consulting Agreement - January 2018	1	8,000.00	8,000.00
<b>MILEAGE REIMBURSEMENT</b> January Milage	1	48.78	48.78
<b>REIMBURSABLE EXPENSES</b> January Reimbursable Expenses	1	73.90	73.90

BALANCE DUE

**\$8,122.68**

## MHRA -Project Charges January 2019

- Projects
  - T – 0512 White Oak Bayou Trail System– 0
  - T- 0516 Heights Boulevard Connector Trail -0
  - T- 0517 White Oak Bayou Remediation/Channel – 0
  - T-0518 Olivewood Trailhead- 0
  - T- 0520 Houston Avenue – 9.5
  - T- 0521 Little Thicket Park Improvements-4
  - T-0523A Shepherd Drive Reconstruction Project -4
  - T-0523B Durham Drive Reconstruction Project– 4
  - T-0524 Street Trees – 0
  - T-0029 Yale @ Center -0

## Mileage Log

Sherry Weesner

January 1-31, 2019

Reimbursement Rate (2019)

0.580

Date	Business Purpose	Start Location	End Location	One Way or Round Trip	Miles- Per Google Map	Reimbursement
1/3/2019	Meeting with Steve Costello	Office	318 Tuam	RT	1.4	\$0.81
1/4/2019	Hanover Discussion	Office	2005 W Gray	RT	2.6	\$1.51
1/8/2019	HAWO Construction Meeting	Office	212 Parkview	RT	9.0	\$5.22
1/9/2019	Hanover Discussion w/ COH	Office	901 Bagby	RT	3.6	\$2.09
1/14/2019	Hanover Discussion w/ COH & Hanover	Office	901 Bagby	RT	3.6	\$2.09
1/18/2019	Bonding Capacity Discussion	Office	4400 Post Oak Parkway	RT	10.6	\$6.15
1/22/2019	Hanover Discussion w/ HPARD	Office	2999 S Wayside Drive	OW	5.9	\$3.42
1/22/2019	Hanover Discussion w/ COH	Office	901 Bagby	From HPARD	8.2	\$4.76
1/28/2019	Hanover Discussion	Office	6100 Main St	RT	6.8	\$3.94
1/28/2019	Pick up MHRA Payments SK Law	Office	1980 Post Oak	RT	16.2	\$9.40
1/28/2019	Deliver Signed MHRA Payment to SK Law	Office	1980 Post Oak	RT	16.2	\$9.40
			Total Mileage		84.1	
			Total Reimbursement			\$48.78

Sherry Weesner  
January 1-31, 2019

SMW Principle Solutions, Inc.  
Reimbursable Expenses - MHRA

Date	Business Purpose	Vendor	Reimbursable expense
1/9/2019	Hanover Discussion w/ COH	Parking	\$3.20
1/9/2019	Hanover Discussion w/ COH	Copies	\$31.25
1/14/2019	Discussion w/ COH and Hanover	Parking	\$3.20
1/14/2019	Discussion w/ COH and Hanover	Copies	\$10.80
1/18/2019	Bonding Discussion	Parking	\$2.00
1/22/2019	Hanover Discussion w/ COH	Parking	\$4.20
1/22/2019	Hanover Discussion w/ COH	Copies	\$2.25
1/28/2019	Hanover Discussion	Parking	\$12.00
1/28/2019	Hanover Discussion	Copies	\$3.60
1/29/2019	Mail MHRA Payments	Envelopes/Postage	\$1.40
		Total Reimburable Expenses	\$73.90



# Invoice

Date	Invoice #
1/31/2019	1851

## Bill To

Memorial Heights Redevelopment Authority  
Sanford Kuhl Hagan Kugle Parker Kahn  
1980 Post Oak Blvd Ste 1380  
Houston, TX 77056

## Terms

## Due Date

Net 15

2/15/2019

Served	Description	Hours	Rate	Amount
1/31/2019	December 2018 and January 2019 CPA Services	2	1,250.00	2,500.00
1/31/2019	Postage		33.40	33.40

Please Remit Payment to:  
The Morton Accounting Service  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

or via the Intuit payment link in the email.

**Total** \$2,533.40

**Payments/Credits** \$0.00

**Balance Due** \$2,533.40

**Unpaid Bills and Invoices**  
**January 15, 2019**

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
**As of January 15, 2019**

Type	Date	Num	Memo	Due Date	Open Balance
<b>Goodman Corporation</b>					
Bill	12/01/2018	5-2018-23	MRA101 Project - May 2018	12/11/2018	4,871.54
Bill	12/31/2018	12-2018-20	MRA105 Project - Completion of TIP Process	01/10/2019	15,081.25
Total Goodman Corporation					19,952.79
<b>Jones &amp; Carter Inc.</b>					
Bill	11/30/2018	00276233	Work Order 1 - Through November 30, 2018	12/10/2018	4,010.25
Bill	11/30/2018	00276235	Work Order 2 - Through November 30, 2018	12/10/2018	24,172.69
Bill	11/30/2018	00276237	Work Order 6 - Through November 30, 2018	12/10/2018	5,767.75
Bill	11/30/2018	00276239	Work Order 7 - Through November 30, 2018	12/10/2018	1,529.00
Bill	12/31/2018	00277634	Work Order 1 - Through December 30, 2018	01/10/2019	1,767.57
Bill	12/31/2018	00277638	Work Order 2 - Through December 30, 2018	01/10/2019	19,456.66
Bill	12/31/2018	00277639	Shepherd Dr 6th to 610 - Through December 31, 2018	01/10/2019	21.20
Bill	12/31/2018	00277640	Work Order 5 - Durham - Through December 31, 2018	01/10/2019	3,100.00
Bill	12/31/2018	00277641	Work Order 6 - Through December 30, 2018	01/10/2019	5,637.95
Bill	12/31/2018	00277642	Work Order 7 - Through December 30, 2018	01/10/2019	606.00
Total Jones & Carter Inc.					66,069.07
<b>RAC Industries, Inc.</b>					
Bill	12/04/2018	Pay Request 3	Pay Request 3 - \$1,145,903 Contract	12/14/2018	133,065.68
Bill	12/20/2018	Pay Request 4	Pay Request 4 - \$1,145,903 Contract	12/30/2018	111,543.53
Total RAC Industries, Inc.					244,609.21
<b>SMW Principle Solutions, Inc.</b>					
Bill	12/31/2018	1142	December Consulting 2018	01/10/2019	8,223.42
Total SMW Principle Solutions, Inc.					8,223.42
<b>TOTAL</b>					<b>338,854.49</b>

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

# Invoice

Bill To
Ann Lents MHRA 9 Greenway Plaza, Suite 2400 Houston, TX 77046

Date	Invoice #
5/31/2018	5-2018-23

Terms	Project
	MRA101

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Shepherd/Durham Reconstruction Project: T-0523A & T-0523B				0.00
Contract Services	Task 1A - Project Coordination and Schematic Review for Shepherd and Durham	15,900.60	90%	5.00%	795.03
Contract Services	Task 1B - Preparation of Full Benefit Analysis and Associated Documentation for Shepherd/Durham	24,584.00	100%	0.00%	0.00
Contract Services	Task 1C - Facilitation of H-GAC TIP Call for Projects Process for Shepherd/Durham	19,488.00	25%	20.00%	3,897.60
Contract Services	Task 2 -18th and 19th Reconstruction Between Durham and 20th Street: T-0522A & T-0522B				0.00
Contract Services	Task 2A - Project Coordination and Schematic Review for 18th and 19th	7,156.40	90%	2.50%	178.91
Contract Services	Task 2B - Preparation of Full Benefit Analysis and Associated Documentation for 18th and 19th	0.00			0.00
Contract Services	Task 2C - Facilitation of H-GAC TIP Call for Projects Process for 18th and 19th	0.00			0.00
Contract Services	Task 3 - Houston Avenue and White Oak Drive Improvements: T-0520				0.00
Contract Services	Task 3A - Project Coordination and Schematic Review for Houston and White Oak	7,160.00	100%	0.00%	0.00
Contract Services	Task 3B - Preparation of Full Benefit Analysis and Associated Documentation for Houston and White Oak	8,392.00	100%	0.00%	0.00
Contract Services	Task 3C - Pursue Funds va TP&W Recreation Trails Program related to Houston Avenue and White Oak	7,056.00	100%	0.00%	0.00
Contract Services	Task 3D - Facilitation of H-GAC TIP Call for Projects Process for Houston and White Oak``	0.00			0.00

**Total** \$4,871.54

**Balance Due** \$4,871.54

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



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

# Invoice

Bill To
MHRA/TIRZ No. 5 c/o SKLaw 1980 Post Oak Blvd., Ste. 1380 Houston, TX 77056

Date	Invoice #
12/31/2018	12-2018-20

Terms	Project
	MRA105

Item	Description	Rate	Prior %	Curr %	Amount
Contract Services	Task 1 - Provide On-Going Support Through Completion of TIP Process	35,000.00	Hrly	43.09%	15,081.25

<b>Total</b>	\$15,081.25
<b>Balance Due</b>	\$15,081.25

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

## BILLING MEMO

**TO:** Sherry Weesner

**FROM:** Kristen Hennings

**DATE:** December 6, 2018

**RE:** Jones|Carter Invoice – For Services from October 26, 2018 to November 30, 2018

TASK	Total Authorization	Previously Invoiced	Current Invoice	Remaining Budget	Current MWDBE Participation
<b>Work Authorization No. 1</b>					
General	\$ 166,978.00	\$ 157,264.06	\$ 4,010.25	\$ 5,703.69	2.40%
<b>Work Authorization No. 2</b>					
Houston Ave/White Oak Dr	\$ 510,744.00	\$ 395,082.74	\$ 24,172.69	\$ 91,488.57	5.43%
Basic Services	\$ 159,109.40	\$ 158,382.50	\$ 724.50	\$ 2.40	
Additional Services	\$ 302,824.60	\$ 183,882.80	\$ 23,416.41	\$ 95,525.39	
Reimbursable Expenses	\$ 50,277.64	\$ 11,461.19	\$ 31.78	\$ 38,784.67	
<b>Work Authorization No. 3</b>					
Front End Specifications	\$ 5,380.00	\$ 5,380.00	\$ -	\$ -	0.00%
<b>Work Authorization No. 4</b>					
Shepherd Drive PER	\$ 605,876.00	\$ 277,106.14	\$ -	\$ 328,769.86	15.15%
Basic Services	\$ 325,566.00	\$ 176,265.25	\$ -	\$ 149,300.75	
Additional Services	\$ 272,310.00	\$ 97,618.98		\$ 174,691.02	
Reimbursable Expenses	\$ 8,000.00	\$ 3,221.91		\$ 4,778.09	
<b>Work Authorization No. 5</b>					
Durham Drive Grant App.	\$ 386,324.00	\$ 179,805.69	\$ -	\$ 206,518.31	23.76%
Basic Services	\$ 137,494.00	\$ 79,534.00		\$ 57,960.00	
Additional Services	\$ 246,830.00	\$ 100,093.05	\$ -	\$ 146,736.95	
Reimbursable Expenses	\$ 2,000.00	\$ 178.64		\$ 1,821.36	
<b>Work Authorization No. 6</b>					
Little Thicket Park	\$ 70,899.00	\$ 65,974.30	\$ -	\$ 4,924.70	20.46%
Basic Services	\$ 21,575.00	\$ 17,153.54	\$ -	\$ 4,421.46	
Additional Services	\$ 48,824.00	\$ 48,820.76	\$ -	\$ 3.24	
Reimbursable Expenses	\$ 500.00	\$ -	\$ -	\$ 500.00	
<b>Work Authorization No. 6</b>					
Little Thicket Park - Final Design	\$ 64,500.00	\$ -	\$ 5,767.75	\$ 58,732.25	7.33%
Basic Services	\$ 53,530.00	\$ -	\$ 5,767.75	\$ 47,762.25	
Additional Services	\$ 4,730.00	\$ -	\$ -	\$ 4,730.00	
Reimbursable Expenses	\$ 6,240.00	\$ -	\$ -	\$ 6,240.00	
<b>Work Authorization No. 7 -</b>					
Heights Blvd. Pedestrian & Bicycle Safety - Preliminary Engineering	\$ 10,000.00	\$ -	\$ 1,529.00	\$ 8,471.00	0.00%
<b>TOTAL</b>	<b>\$ 1,820,701.00</b>	<b>\$ 1,080,612.93</b>	<b>\$ 35,479.69</b>	<b>\$ 704,608.38</b>	

Tasks Completed for Current Invoicing Period:

- Work Authorization 1 – General Authorization
  - Maintained Project List and budgets.
  - Provided support materials for TIRZ amendment.
- Work Authorization 2 – Houston Avenue/White Oak Drive Intersection
  - Conducted Construction progress meeting on 11/06/2018.
  - Reviewed submittals from the Contractor.
  - Responded to RFIs from the Contractor.
  - Coordinated with CenterPoint for power pole relocations.
  - Coordinated with AT&T for pole relocation.
  - Coordinated with CenterPoint for gas line relocation.
  - Coordinated with COH on abandoned storage tank.
  - Provided daily inspection of construction activities.
- Work Authorization 3 – Front End Documents
  - No action.
- Work Authorization 4/5 – Shepherd Drive & Durham Drive
  - No action.
- Work Authorization 6 – Little Thicket Park
  - Prepared drawings for 60% submittal to COH and HCFCD.
- Work Authorization 7 – Heights Blvd. Pedestrian & Bicycle Safety – Preliminary Engineering
  - Conducted a site visit.
  - Began summarizing findings.



JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total      \$4,010.25**

December 6, 2018

Project No:              14760-0001-00

Invoice No:              00276233

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc.              BB&T  
P.O. Box 95562              Account #: 1440002564231  
Grapevine, TX 76099-9708      Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project              14760-0001-00              MHRA WA1

**Professional Services from October 27, 2018 to November 30, 2018**

Task              100              Program Management

	Hours	Rate	Amount	
Senior Project Manager	19.00	200.00	3,800.00	
Engineer III	.75	107.00	80.25	
GIS Operator I	2.00	65.00	130.00	
Totals	21.75		4,010.25	
<b>Total Labor</b>				<b>4,010.25</b>

Billing Limits	Current	Prior	To-Date
Total Billings	4,010.25	157,264.06	161,274.31
Limit			166,978.00
Remaining			5,703.69

**TOTAL THIS INVOICE      \$4,010.25**



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$24,172.69**

December 6, 2018

Project No: 14760-0002-00

Invoice No: 00276235

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0002-00 MHRA WA2

Services include

### Professional Services from October 27, 2018 to November 30, 2018

Task 100 Program Management

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	40,805.00	40,805.00
Limit			40,810.00
Remaining			5.00

Task 200 Final Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	141,553.00	141,553.00
Limit			141,555.40
Remaining			2.40

Task 210 Bike Lane Striping

	Hours	Rate	Amount
Division Manager	1.00	210.00	210.00
Senior Project Manager	1.00	200.00	200.00
Engineer III	.50	107.00	53.50
Engineer I	2.00	88.00	176.00
Admin V	1.00	85.00	85.00
Totals	5.50		724.50

**Total Labor**

**724.50**

Billing Limits	Current	Prior	To-Date
Total Billings	724.50	16,829.50	17,554.00
Limit			17,554.00

Task 300 Construction Phase Services

	Hours	Rate	Amount
Division Manager	1.00	210.00	210.00
Totals	1.00		210.00

**Total Labor**

**210.00**

Project	14760-0002-00	MHRA WA2	Invoice	00276235
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		210.00	27,939.50	28,149.50
Limit				32,280.00
Remaining				4,130.50
Task	400	Bid Phase Services		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	4,657.00	4,657.00
Limit				4,658.00
Remaining				1.00
Task	410	Traffic Signal Design		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,805.25	20,805.25
Limit				20,835.00
Remaining				29.75
Task	420	Drainage Impact Analysis		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	11,590.00	11,590.00
Limit				11,608.00
Remaining				18.00
Task	430	Geotechnical Investigation		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	4,912.92	4,912.92
Limit				4,968.00
Remaining				55.08
Task	440	Phase I ESA		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	3,888.00	3,888.00
Limit				3,888.00
Task	450	Landscape Architecture		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	43,782.09	43,782.09
Limit				46,000.00
Remaining				2,217.91
Task	460	TDLR Review & Inspection		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	858.60	858.60
Limit				2,000.00
Remaining				1,141.40
Task	470	Urban Forestry		
Task	500	Topographic Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,487.60	20,487.60
Limit				20,487.60
Task	600	Field Project Representation		
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Construction Manager V		37.50	130.00	4,875.00
Project Representative Coordinator		65.00	100.00	6,500.00

Project	14760-0002-00	MHRA WA2	Invoice		00276235
Senior Project Manager			14.50	200.00	2,900.00
Engineer III			21.25	107.00	2,273.75
Admin V			4.25	85.00	361.25
	Totals		142.50		16,910.00
	<b>Total Labor</b>				<b>16,910.00</b>
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			16,910.00	41,994.75	58,904.75
Limit					102,100.00
Remaining					43,195.25
-----					
Task	800	Reimbursable Expenses			
Geotech/Testing/Lab Consult					
11/20/2018	HVJ Associates, Inc.	Inv 18-383			6,296.41
	<b>Total Consultants</b>				<b>6,296.41</b>
Mileage					
11/8/2018	Walker, Chiffon	Travel to HAWO			31.78
	<b>Total Reimbursables</b>				<b>31.78</b>
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			6,328.19	11,461.19	17,789.38
Limit					50,277.64
Remaining					32,488.26
				<b>TOTAL THIS INVOICE</b>	<b><u>\$24,172.69</u></b>



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$5,767.75**

December 6, 2018

Project No: 14760-0006-01

Invoice No: 00276237

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0006-01 Little Thicket Park - Final Design

Services include

**Professional Services from October 27, 2018 to November 30, 2018**

Task 200 Final Design

	Hours	Rate	Amount	
Senior Project Manager	4.50	200.00	900.00	
Engineer V	6.50	130.00	845.00	
Engineer III	25.25	107.00	2,701.75	
Engineer I	14.50	88.00	1,276.00	
Staff Assistant	.50	90.00	45.00	
Totals	51.25		5,767.75	
<b>Total Labor</b>				<b>5,767.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	5,767.75	0.00	5,767.75
Limit			53,530.00
Remaining			47,762.25

Task 210 USACE Coordination

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			4,730.00
Remaining			4,730.00

Task 800 Reimbursables

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			6,240.00
Remaining			6,240.00

**TOTAL THIS INVOICE \$5,767.75**





JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total      \$1,529.00**

December 6, 2018

Project No:              14760-0007-00

Invoice No:             00276239

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc.                      BB&T  
P.O. Box 95562                      Account #: 1440002564231  
Grapevine, TX 76099-9708              Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project                      14760-0007-00              Preliminary Engineering - Heights Blvd Pedestrian & Bicycle Safety  
Improvements

Services include

**Professional Services from October 27, 2018 to November 30, 2018**

Task                      100                      Planning Analysis

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Senior Project Manager	5.00	200.00	1,000.00	
Engineer I	5.50	88.00	484.00	
Staff Assistant	.50	90.00	45.00	
Totals	11.00		1,529.00	
<b>Total Labor</b>				<b>1,529.00</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,529.00	0.00	1,529.00
Limit			10,000.00
Remaining			8,471.00

**TOTAL THIS INVOICE      \$1,529.00**

## BILLING MEMO

**TO:** Sherry Weesner

**FROM:** Kristen Hennings

**DATE:** January 10, 2019

**RE:** Jones | Carter Invoice – For Services from December 1, 2018 to December 28, 2018

TASK	Total Authorization	Previously Invoiced	Current Invoice	Remaining Budget	Current MWDBE Participation
<b>Work Authorization No. 1</b>					
General	\$ 166,978.00	\$ 161,274.31	\$ 1,767.57	\$ 3,936.12	2.40%
<b>Work Authorization No. 2</b>					
Houston Ave/White Oak Dr	\$ 510,744.00	\$ 419,255.43	\$ 19,452.66	\$ 72,035.91	5.43%
Basic Services	\$ 159,109.40	\$ 159,107.00		\$ 2.40	
Additional Services	\$ 302,824.60	\$ 207,299.21	\$ 14,161.00	\$ 81,364.39	
Reimbursable Expenses	\$ 50,277.64	\$ 11,492.97	\$ 5,291.66	\$ 33,493.01	
<b>Work Authorization No. 3</b>					
Front End Specifications	\$ 5,380.00	\$ 5,380.00	\$ -	\$ -	0.00%
<b>Work Authorization No. 4</b>					
Shepherd Drive PER	\$ 605,876.00	\$ 277,106.14	\$ 21.20	\$ 328,748.66	15.15%
Basic Services	\$ 325,566.00	\$ 176,265.25	\$ -	\$ 149,300.75	
Additional Services	\$ 272,310.00	\$ 97,618.98		\$ 174,691.02	
Reimbursable Expenses	\$ 8,000.00	\$ 3,221.91	\$ 21.20	\$ 4,756.89	
<b>Work Authorization No. 5</b>					
Durham Drive Grant App.	\$ 386,324.00	\$ 179,805.69	\$ 3,100.00	\$ 203,418.31	23.76%
Basic Services	\$ 137,494.00	\$ 79,534.00	\$ 3,100.00	\$ 54,860.00	
Additional Services	\$ 246,830.00	\$ 100,093.05	\$ -	\$ 146,736.95	
Reimbursable Expenses	\$ 2,000.00	\$ 178.64		\$ 1,821.36	
<b>Work Authorization No. 6</b>					
Little Thicket Park	\$ 70,899.00	\$ 65,974.30	\$ -	\$ 4,924.70	20.46%
Basic Services	\$ 21,575.00	\$ 17,153.54	\$ -	\$ 4,421.46	
Additional Services	\$ 48,824.00	\$ 48,820.76	\$ -	\$ 3.24	
Reimbursable Expenses	\$ 500.00	\$ -	\$ -	\$ 500.00	
<b>Work Authorization No. 6</b>					
Little Thicket Park - Final Design	\$ 64,500.00	\$ 5,767.75	\$ 5,637.95	\$ 53,094.30	7.33%
Basic Services	\$ 53,530.00	\$ 5,767.75	\$ 5,635.75	\$ 42,126.50	
Additional Services	\$ 4,730.00	\$ -	\$ -	\$ 4,730.00	
Reimbursable Expenses	\$ 6,240.00	\$ -	\$ 2.20	\$ 6,237.80	
<b>Work Authorization No. 7 -</b>					
Heights Blvd. Pedestrian & Bicycle Safety - Preliminary Engineering	\$ 10,000.00	\$ 1,529.00	\$ 606.00	\$ 7,865.00	0.00%
<b>TOTAL</b>	<b>\$ 1,820,701.00</b>	<b>\$ 1,116,092.62</b>	<b>\$ 30,585.38</b>	<b>\$ 674,023.00</b>	

Tasks Completed for Current Invoicing Period:

- Work Authorization 1 – General Authorization
  - Maintained Project List and budgets.
  - Provided support materials for TIRZ amendment.
  - Provided evaluation of budgets submitted by Hanover.
- Work Authorization 2 – Houston Avenue/White Oak Drive Intersection
  - Conducted Construction progress meetings on 14/04/2018 and 12/18/2018.
  - Reviewed submittals from the Contractor.
  - Responded to RFIs from the Contractor.
  - Coordinated with CenterPoint and AT&T for power pole relocations.
  - Coordinated with CenterPoint for gas line relocation.
  - Coordinated with COH on abandoned storage tank.
  - Provided daily inspection of construction activities.
  - Prepared Change Order #2.
- Work Authorization 3 – Front End Documents
  - No action.
- Work Authorization 4/5 – Shepherd Drive & Durham Drive
  - Attended meeting with H-GAC on TIP application.
- Work Authorization 6 – Little Thicket Park
  - Prepared drawings for submittal to COH and HCFCF.
- Work Authorization 7 – Heights Blvd. Pedestrian & Bicycle Safety – Preliminary Engineering
  - Summarized findings from site visit.
  - Began preparing memo of alternatives.



JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$1,767.57**

January 8, 2019

Project No: 14760-0001-00

Invoice No: 00277634

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0001-00 MHRA WA1

**Professional Services from December 1, 2018 to December 28, 2018**

Task 100 Program Management

	Hours	Rate	Amount
Senior Project Manager	8.50	200.00	1,700.00
Engineer III	.25	107.00	26.75
Totals	8.75		1,726.75
<b>Total Labor</b>			<b>1,726.75</b>

Mileage			
9/27/2018 Williford, Erin	MHRA Board Meeting	11.77	
12/12/2018 Williford, Erin	City Council Meeting	11.77	
Parking			
6/20/2018 Williford, Erin	MHRA Projects Committee Mtg.	4.32	
12/12/2018 Williford, Erin	Client Meeting	12.96	
<b>Total Reimbursables</b>			<b>40.82</b>

Billing Limits	Current	Prior	To-Date
Total Billings	1,767.57	161,274.31	163,041.88
Limit			166,978.00
Remaining			3,936.12

**TOTAL THIS INVOICE \$1,767.57**

**Outstanding Invoices**

Number	Date	Balance
00276233	12/6/2018	4,010.25
<b>Total</b>		<b>4,010.25</b>



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$19,456.66**

January 8, 2019

Project No: 14760-0002-00

Invoice No: 00277638

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0002-00 MHRA WA2

Services include

### Professional Services from December 1, 2018 to December 28, 2018

Task 100 Program Management

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	40,805.00	40,805.00
Limit			40,810.00
Remaining			5.00

Task 200 Final Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	141,553.00	141,553.00
Limit			141,555.40
Remaining			2.40

Task 300 Construction Phase Services

	Hours	Rate	Amount
Senior Project Manager	.50	200.00	100.00
Engineer III	3.00	107.00	321.00
Admin V	.25	85.00	21.25
Totals	3.75		442.25

**Total Labor**

**442.25**

Billing Limits	Current	Prior	To-Date
Total Billings	442.25	28,149.50	28,591.75
Limit			32,280.00
Remaining			3,688.25

Task 400 Bid Phase Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	4,657.00	4,657.00
Limit			4,658.00
Remaining			1.00

Task 410 Traffic Signal Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	20,805.25	20,805.25
Limit			20,835.00

Project	14760-0002-00	MHRA WA2	Invoice	00277638
Remaining			29.75	
Task	420	Drainage Impact Analysis		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	11,590.00	11,590.00
Limit				11,608.00
Remaining				18.00
Task	430	Geotechnical Investigation		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	4,912.92	4,912.92
Limit				4,968.00
Remaining				55.08
Task	440	Phase I ESA		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	3,888.00	3,888.00
Limit				3,888.00
Task	450	Landscape Architecture		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	43,782.09	43,782.09
Limit				46,000.00
Remaining				2,217.91
Task	460	TDLR Review & Inspection		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	858.60	858.60
Limit				2,000.00
Remaining				1,141.40
Task	470	Urban Forestry		
Task	500	Topographic Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	20,487.60	20,487.60
Limit				20,487.60
Task	600	Field Project Representation		
		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Construction Manager V		38.50	130.00	5,005.00
Project Representative Coordinator		18.00	100.00	1,800.00
Project Representative IV		41.00	85.00	3,485.00
Senior Project Manager		7.00	200.00	1,400.00
Engineer III		6.25	107.00	668.75
Admin V		16.00	85.00	1,360.00
Totals		126.75		13,718.75
<b>Total Labor</b>				<b>13,718.75</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		13,718.75	58,904.75	72,623.50
Limit				102,100.00
Remaining				29,476.50
Task	800	Reimbursable Expenses		

Project	14760-0002-00	MHRA WA2	Invoice	00277638
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Geotech/Testing/Lab Consult				
12/13/2018	HVJ Associates, Inc.	Inv 18-421	5,241.52	
	<b>Total Consultants</b>			<b>5,241.52</b>

Mileage				
8/21/2018	Williford, Erin	HAWOD - Site Visit	11.77	
9/25/2018	Williford, Erin	HAWOD - Site Visit	10.59	
12/18/2018	Walker, Chiffon	HAWO OAC Mtg	31.78	
	<b>Total Reimbursables</b>			<b>54.14</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	5,295.66	17,789.38	23,085.04
Limit			50,277.64
Remaining			27,192.60
		<b>TOTAL THIS INVOICE</b>	<b>\$19,456.66</b>

#### Outstanding Invoices

Number	Date	Balance
00276235	12/6/2018	24,172.69
<b>Total</b>		<b>24,172.69</b>



JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total** **\$21.20**

January 8, 2019

Project No: 14760-0004-00

Invoice No: 00277639

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0004-00 Shepherd Drive 6th St. to 610 PER

**Professional Services from December 1, 2018 to December 28, 2018**

Task	100	PER Basic Services			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	176,265.25	176,265.25
Limit					189,434.00
Remaining					13,168.75
Task	400	Traffic Analysis			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	3,732.43	3,732.43
Limit					30,140.00
Remaining					26,407.57
Task	410	Traffic Signal Design			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	36.50	36.50
Limit					47,000.00
Remaining					46,963.50
Task	430	Preliminary Impact Analysis			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	0.00	0.00
Limit					10,790.00
Remaining					10,790.00
Task	460	Phase I ESA			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	18,900.00	18,900.00
Limit					18,900.00
Task	470	Landscape Architecture			
<b>Billing Limits</b>			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			0.00	3,888.00	3,888.00
Limit					50,000.00
Remaining					46,112.00
Task	480	Void Urban Forestry			
Task	490	Additional Services - Bicycle Solutions			



Project	14760-0004-00	Shepherd Drive 6th St. to 610 PER	Invoice	00277639
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	1,057.05	1,057.05
Limit				16,200.00
Remaining				15,142.95
-----				
Task	500	Topographic Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	81,334.05	81,334.05
Limit				90,000.00
Remaining				8,665.95
-----				
Task	510	Boundary Survey		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				50,000.00
Remaining				50,000.00
-----				
Task	800	Reimbursable Expenses		
Mileage				
5/2/2018	Williford, Erin	Shepherd Meeting		8.83
12/15/2018	Williford, Erin	The Goodman Corp		7.66
12/18/2018	Williford, Erin	TIP Interview		4.71
<b>Total Reimbursables</b>				<b>21.20</b>
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		21.20	3,221.91	3,243.11
Limit				10,000.00
Remaining				6,756.89
<b>TOTAL THIS INVOICE</b>				<b><u>\$21.20</u></b>



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$3,100.00**

January 8, 2019

Project No: 14760-0005-00

Invoice No: 00277640

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0005-00 MHRA WA5

### Professional Services from December 1, 2018 to December 28, 2018

Task 100 PER Basic Services

	Hours	Rate	Amount
Senior Project Manager	15.50	200.00	3,100.00
Totals	15.50		3,100.00
<b>Total Labor</b>			<b>3,100.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	3,100.00	79,712.64	82,812.64
Limit			137,494.00
Remaining			54,681.36

Task 400 Traffic Analysis

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			30,140.00
Remaining			30,140.00

Task 410 Traffic Signal Design

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			47,000.00
Remaining			47,000.00

Task 420 Preliminary Impact Analysis

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,790.00
Remaining			10,790.00

Task 430 Phase I Environmental Site Assessment (TGC)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	18,900.00	18,900.00
Limit			18,900.00

Task 500 Topographic Survey (United Engineers)

Project	14760-0005-00	MHRA WA5	Invoice	00277640
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	81,193.05	81,193.05
Limit				90,000.00
Remaining				8,806.95
-----				
Task	510	Boundary Survey (4 Parcels at 5 Intersections) (Unites Engineers)		
<b>Billing Limits</b>		<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings		0.00	0.00	0.00
Limit				50,000.00
Remaining				50,000.00
-----				
Task	800	Reimbursable Expenses		
<b>TOTAL THIS INVOICE</b>				<b><u>\$3,100.00</u></b>



JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$5,637.95**

January 8, 2019

Project No: 14760-0006-01

Invoice No: 00277641

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

**PLEASE NOTE OUR REMIT INFO**

**REMIT ADDRESS:**

**ACH INFORMATION:**

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0006-01 Little Thicket Park - Final Design

Services include

**Professional Services from December 1, 2018 to December 28, 2018**

Task 200 Final Design

	Hours	Rate	Amount	
3-Person Survey Crew	3.00	195.00	585.00	
Division Manager	.50	210.00	105.00	
Senior Project Manager	4.00	200.00	800.00	
Engineer III	37.25	107.00	3,985.75	
Project Surveyor II	2.00	80.00	160.00	
Totals	46.75		5,635.75	
<b>Total Labor</b>				<b>5,635.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	5,635.75	5,767.75	11,403.50
Limit			53,530.00
Remaining			42,126.50

Task 210 USACE Coordination

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			4,730.00
Remaining			4,730.00

Task 800 Reimbursables

Parking				
7/30/2018	Williford, Erin	Parking for Client Mtg.	2.20	
<b>Total Reimbursables</b>				<b>2.20</b>

Billing Limits	Current	Prior	To-Date
Total Billings	2.20	0.00	2.20
Limit			6,240.00
Remaining			6,237.80

**TOTAL THIS INVOICE \$5,637.95**

Project	14760-0006-01	Little Thicket Park - Final Design	Invoice	00277641
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#### Outstanding Invoices

Number	Date	Balance
00276237	12/6/2018	5,767.75
<b>Total</b>		<b>5,767.75</b>



# JONES | CARTER

6330 West Loop South, Suite 150  
Bellaire, Texas 77401

**Invoice Total \$606.00**

January 8, 2019

Project No: 14760-0007-00

Invoice No: 00277642

Memorial Heights Redevelopment Authority (TIRZ No. 5)  
8588 Katy Fwy  
Houston, TX 77024

## PLEASE NOTE OUR REMIT INFO

### REMIT ADDRESS:

### ACH INFORMATION:

Jones & Carter, Inc. BB&T  
P.O. Box 95562 Account #: 1440002564231  
Grapevine, TX 76099-9708 Routing #: 111017694

Please send remittance advice to:  
AccountsReivable@jonescarter.com

**Payment Terms: Due upon Receipt**

Project 14760-0007-00 Preliminary Engineering - Heights Blvd Pedestrian & Bicycle Safety Improvements

Services include

**Professional Services from December 1, 2018 to December 28, 2018**

Task 100 Planning Analysis

	Hours	Rate	Amount	
Senior Project Manager	.50	200.00	100.00	
Engineer I	5.75	88.00	506.00	
Totals	6.25		606.00	
<b>Total Labor</b>				<b>606.00</b>

Billing Limits	Current	Prior	To-Date
Total Billings	606.00	1,529.00	2,135.00
Limit			10,000.00
Remaining			7,865.00

**TOTAL THIS INVOICE \$606.00**

## Outstanding Invoices

Number	Date	Balance
00276239	12/6/2018	1,529.00
<b>Total</b>		<b>1,529.00</b>



6330 West Loop South, Suite 150  
Bellaire, Texas 77401  
Tel: 713.777.5337  
Fax: 713.777.5976  
[www.jonescarter.com](http://www.jonescarter.com)

December 4, 2018

Board of Directors  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
c/o Sanford & Kuhl  
1980 Post Oak Boulevard  
Suite 1380  
Houston, TX 77056

Attention: Laura Davis

Re: Houston Avenue & White Oak Drive Intersection Improvements  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
Project Number: T-0520

Dear Directors:

Enclosed is Progress Payment Request No. 3 from RAC Industries, LLC for the referenced project. The estimate is in order and we recommend payment in the amount of \$133,065.68 to RAC Industries, LLC.

Also enclosed is Construction Progress Report No. 3. This report covers construction activities for the referenced project during the period October 21, 2018 to November 20, 2018.

Sincerely,

Kristen Hennings PE, CFM, LEED® Green  
Associate

KJH:jim

...\\Box Sync\\HAWO\\Project Folder\\Pay Estimates\\PE #2 – HAWO

Enclosure

cc: RAC Industries, LLC  
Ms. Melissa Morton – The Morton Associates (*via email*)

December 4, 2018

Construction Progress Report No. 3

Period October 21, 2018 to November 20, 2018

Houston Avenue & White Oak Drive Intersection Improvements

Memorial Heights Redevelopment Authority / TIRZ No. 5

Project Number: T-0520

Contract:

- A. Contractor: RAC Industries, LLC
- B. Contract Date: August 23, 2018
- C. Authorization to Proceed: August 23, 2018 (180 Calendar Days)
- D. Completion Date: February 19, 2019
- E. Contract Time Used: 90 Calendar Days (50%)

I. General

The contractor installed some of phase 2 storm water collection system, adjusted phase 2 valve covers, adjusted phase 2 manhole covers, adjusted curbs, removed some of phase 2 asphalt, installed some of phase 2 base and sub-base material, installed some of phase 2 sidewalks and asphalt, installed phase 2 erosion and sedimentation controls, and relocated the existing traffic control box.

II. Change Orders

Change Order No. 1 Issued This Report.

III. Completion Report

A. Estimated Cost as of this Report Period

1.	Contract Bid Price	\$ 1,145,903.00
2.	Change Orders	\$ 74,847.39
3.	Total Estimated Contract Price	\$ 1,220,750.39

B. Actual cost as of this Report \$ 372,372.50

C. Amount Retained (5% of B) \$ 18,618.64

D. Total Paid Contractor \$ 353,753.86

E. Estimated Cost Remaining (A.3 - B) \$ 848,377.89

F. Construction Complete (B/A.3) 30.5%

IV. Frequency of Observation

A. Field Representative - Periodically, on-site daily

B. Engineer Observation - Once weekly, on-site

V. Problems

No Problems This Report.



**TO OWNER/CLIENT:**

Memorial Heights Redevelopment Authority/TIRZ 5  
1900 West Gray PO Box 130627  
Houston, Texas 77219

**PROJECT:**

HAWO - Houston Ave & White Oak Dr  
Intersection  
2520 Houston Ave  
Houston, Texas 77009

APPLICATION NO: 3

INVOICE NO: 3

PERIOD: 10/22/18 - 11/20/18

PROJECT NO: 14760-0002-00

CONTRACT DATE: 08/23/2018

**FROM CONTRACTOR:**

RAC Industries, Inc.  
2512 Cocoa Ln  
Pasadena, Texas 77502

**VIA ARCHITECT/ENGINEER:**

Kristen Hennings (JonesCarter, Houston)  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401

CONTRACT FOR: HAWO - Houston Ave &amp; White Oak Dr Intersection Prime Contract

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$ 1,145,903.00
2.	Net change by change orders	\$ 74,847.39
3.	Contract sum to date (line 1 ± 2)	\$ 1,220,750.39
4.	Total completed and stored to date (Column G on detail sheet)	\$ 372,372.50
5.	Retainage:	
	a. 5.00% of completed work:	\$ 18,618.64
	b. 0.00% of stored material:	\$ 0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 18,618.64
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$ 353,753.86
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$ 220,688.18
8.	Current payment due:	\$ 133,065.68
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$ 866,996.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 0.00	\$ 0.00
Total approved this Month:	\$ 74,847.39	\$ 0.00
Totals:	\$ 74,847.39	\$ 0.00
Net change by change orders:	\$ 74,847.39	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

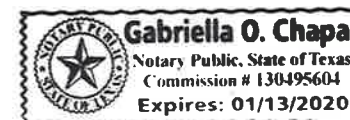
CONTRACTOR: RAC Industries, Inc.

By: Tal Kuby Date: 12/4/2018  
State of: TEXAS  
County of: Harris  
Subscribed and sworn to before  
me this 4th day of December, 2018

Notary Public:

My commission expires:

Gabriella O. Chapa  
11/13/2020

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 133,065.68

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

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

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3

APPLICATION DATE: 11/27/2018

PERIOD: 10/22/18 - 11/20/18

ARCHITECTS/ENGINEERS PROJECT NO:

## Contract Lines

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
1	0-A1 - Mobilization	Mobilization	1.0	\$75,000.00	\$ 75,000.00	1.0	\$ 75,000.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 75,000.00	100.00%	\$ 0.00	\$ 3,750.00
2	0-A2 - Traffic Control and Regulation	Traffic Control and Regulation	1.0	\$25,000.00	\$ 25,000.00	0.34	\$ 8,500.00	0.17	\$ 4,250.00	\$ 0.00	0.51	\$ 12,750.00	51.00%	\$ 12,250.00	\$ 637.50
3	0-A3 - Uniformed Peace Officers and Flagmen	Uniformed Peace Officers and Flagmen	1.0	\$7,500.00	\$ 7,500.00	0.34	\$ 2,550.00	0.17	\$ 1,275.00	\$ 0.00	0.51	\$ 3,825.00	51.00%	\$ 3,675.00	\$ 191.25
4	0-A4 - Implement and Maintain Tree Protection Plan	Implement and Maintain Tree Protection Plan	1.0	\$11,400.00	\$ 11,400.00	0.34	\$ 3,876.00	0.17	\$ 1,938.00	\$ 0.00	0.51	\$ 5,814.00	51.00%	\$ 5,586.00	\$ 290.70
5	0-A5 - Remove Existing Tree, All Diameters	Remove Existing Tree, All Diameters	4.0	\$500.00	\$ 2,000.00	1.0	\$ 500.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 500.00	25.00%	\$ 1,500.00	\$ 25.00
6	0-A6 - Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	6.0	\$660.00	\$ 3,960.00	1.0	\$ 660.00	5.0	\$ 3,300.00	\$ 0.00	6.0	\$ 3,960.00	100.00%	\$ 0.00	\$ 198.00
7	0-A7 - Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	45.0	\$160.00	\$ 7,200.00	22.0	\$ 3,520.00	0.0	\$ 0.00	\$ 0.00	22.0	\$ 3,520.00	48.89%	\$ 3,680.00	\$ 176.00
8	0-A8 - Project Sign, Complete in Place	Project Sign, Complete in Place	2.0	\$800.00	\$ 1,600.00	2.0	\$ 1,600.00	0.0	\$ 0.00	\$ 0.00	2.0	\$ 1,600.00	100.00%	\$ 0.00	\$ 80.00

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
9	1-B1 - Remove and Dispose Existing Pavement with or without base, curb, or surface	Remove and Dispose Existing Pavement with or without base, curb, or surface	5482.0	\$5.20	\$ 28,506.40	842.1	\$ 4,378.92	555.0	\$ 2,886.00	\$ 0.00	1397.1	\$ 7,264.92	25.49%	\$ 21,241.48	\$ 363.25
10	1-B2 - Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	1212.0	\$5.90	\$ 7,150.80	557.76	\$ 3,290.78	0.0	\$ 0.00	\$ 0.00	557.76	\$ 3,290.78	46.02%	\$ 3,860.02	\$ 164.54
11	1-B3 - Excavation and Grading per Drawings	Excavation and Grading per Drawings	497.0	\$16.00	\$ 7,952.00	156.6	\$ 2,505.60	227.0	\$ 3,632.00	\$ 0.00	383.6	\$ 6,137.60	77.18%	\$ 1,814.40	\$ 306.88
12	1-B4 - Sawcut Existing Pavement, Full Depth	Sawcut Existing Pavement, Full Depth	1460.0	\$6.00	\$ 8,760.00	520.0	\$ 3,120.00	400.0	\$ 2,400.00	\$ 0.00	920.0	\$ 5,520.00	63.01%	\$ 3,240.00	\$ 276.00
13	1-B5 - Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	134.0	\$96.00	\$ 12,864.00	125.16	\$ 12,015.36	0.0	\$ 0.00	\$ 0.00	125.16	\$ 12,015.36	93.40%	\$ 848.64	\$ 600.77
14	1-B6 - Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	1651.0	\$6.60	\$ 10,896.60	750.0	\$ 4,950.00	455.0	\$ 3,003.00	\$ 0.00	1205.0	\$ 7,953.00	72.99%	\$ 2,943.60	\$ 397.65
15	1-B7 - Furnish and Install Lime (8%), Complete in Place	Furnish and Install Lime (8%), Complete in Place	44.0	\$180.00	\$ 7,920.00	20.0	\$ 3,600.00	12.13	\$ 2,183.40	\$ 0.00	32.13	\$ 5,783.40	73.02%	\$ 2,136.60	\$ 289.17
16	1-B8 - Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	1371.0	\$21.00	\$ 28,791.00	483.0	\$ 10,143.00	335.0	\$ 7,035.00	\$ 0.00	818.0	\$ 17,178.00	59.66%	\$ 11,613.00	\$ 858.90

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
17	Limestone Base, Complete in Place 1-B9 - Mill and Dispose Existing Asphalt Surface (2-inch)	Mill and Dispose Existing Asphalt Surface (2-inch)	3455.0	\$3.70	\$ 12,783.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,783.50	\$ 0.00
18	1-B10 - Furnish and Install 2" HMAC Overlay	Furnish and Install 2" HMAC Overlay	3455.0	\$11.00	\$ 38,005.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 38,005.00	\$ 0.00
19	1-B11 - Furnish and Install 4" HMAC Surface (2-Inch Lifts)	Furnish and Install 4" HMAC Surface (2-inch Lifts)	1371.0	\$28.00	\$ 38,388.00	241.0	\$ 6,748.00	335.0	\$ 9,380.00	\$ 0.00	576.0	\$ 16,128.00	42.01%	\$ 22,260.00	\$ 806.40
20	1-B12 - Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	891.0	\$25.00	\$ 22,275.00	446.0	\$ 11,150.00	350.0	\$ 8,750.00	\$ 0.00	796.0	\$ 19,900.00	89.34%	\$ 2,375.00	\$ 995.00
21	1-B13 - Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	13678.0	\$7.00	\$ 95,746.00	5670.0	\$ 39,690.00	48.33	\$ 338.31	\$ 0.00	5718.33	\$ 40,028.31	41.81%	\$ 55,717.69	\$ 2,001.42
22	1-B14 - Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	1107.0	\$20.00	\$ 22,140.00	0.0	\$ 0.00	369.0	\$ 7,380.00	\$ 0.00	369.0	\$ 7,380.00	33.33%	\$ 14,760.00	\$ 369.00
23	1-B15 - Furnish and Install 8-inch	Furnish and Install 8-inch Wide White Guide Pavement Markings, Complete in Place	234.0	\$1.30	\$ 304.20	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 304.20	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
24	Wide White Guide Pavement Markings, Complete in Place 1-B16 - Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	749.0	\$1.20	\$ 898.80	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 898.80	\$ 0.00
25	Wide Broken Yellow Pavement Markings, Complete in Place 1-B17 - Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	220.0	\$0.60	\$ 132.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 132.00	\$ 0.00
26	Wide Solid Yellow Pavement Markings, Complete in Place 1-B18 - Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	433.0	\$0.60	\$ 259.80	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 259.80	\$ 0.00
27	Wide Solid White Pavement Markings, Complete in Place 1-B19 - Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	377.0	\$1.20	\$ 452.40	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 452.40	\$ 0.00
28	Wide Solid White Pavement Markings, Complete in Place 1-B20 - Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	580.0	\$2.80	\$ 1,624.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,624.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
29	1-B21 - Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	535.0	\$5.50	\$ 2,942.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,942.50	\$ 0.00
30	1-B22 - Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	272.0	\$19.00	\$ 5,168.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,168.00	\$ 0.00
31	1-B23 - Furnish and Install White Arrow Pavement Markings, Complete in Place	Furnish and Install White Arrow Pavement Markings, Complete in Place	14.0	\$130.00	\$ 1,820.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,820.00	\$ 0.00
32	1-B24 - Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	16.0	\$140.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
33	1-B25 - Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	196.0	\$45.00	\$ 8,820.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,820.00	\$ 0.00
34	1-B26 - Furnish and Install Traffic Signs, Complete in Place	Furnish and Install Traffic Signs, Complete in Place	21.0	\$350.00	\$ 7,350.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,350.00	\$ 0.00
35	1-B27 - Furnish and Install 9"	Furnish and Install 9" Reinforced Concrete METRO Bus Pad, Complete in Place	52.0	\$110.00	\$ 5,720.00	17.22	\$ 1,894.20	17.5	\$ 1,925.00	\$ 0.00	34.72	\$ 3,819.20	66.77%	\$ 1,900.80	\$ 190.96

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
36	Reinforced Concrete METRO Bus Pad, Complete in Place	Remove Existing Storm Sewer Inlet, All Sizes, All Depths	8.0	\$350.00	\$ 2,800.00	1.0	\$ 350.00	3.0	\$ 1,050.00	\$ 0.00	4.0	\$ 1,400.00	50.00%	\$ 1,400.00	\$ 70.00
37	2-C1 - Remove Existing Storm Sewer Inlet, All Sizes, All Depths	Remove Existing Storm Sewer Pipe, All Sizes, All Depths	200.0	\$25.00	\$ 5,000.00	32.0	\$ 800.00	32.0	\$ 800.00	\$ 0.00	64.0	\$ 1,600.00	32.00%	\$ 3,400.00	\$ 80.00
38	2-C2 - Remove Existing Storm Sewer Pipe, All Sizes, All Depths	Furnish and Install Type "C-1" Inlet, Complete in Place	6.0	\$2,700.00	\$ 16,200.00	3.0	\$ 8,100.00	2.0	\$ 5,400.00	\$ 0.00	5.0	\$ 13,500.00	83.33%	\$ 2,700.00	\$ 675.00
39	2-C3 - Furnish and Install Type "C-1" Inlet, Complete in Place	Furnish and Install Type "BB" Inlet, Complete in Place	1.0	\$2,400.00	\$ 2,400.00	1.0	\$ 2,400.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 2,400.00	100.00%	\$ 0.00	\$ 120.00
40	2-C4 - Furnish and Install Type "BB" Inlet, Complete in Place	Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	2.0	\$3,500.00	\$ 7,000.00	1.0	\$ 3,500.00	1.0	\$ 3,500.00	\$ 0.00	2.0	\$ 7,000.00	100.00%	\$ 0.00	\$ 350.00
41	2-C5 - Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer with Grate Cover, All depths, Complete in Place	1.0	\$3,200.00	\$ 3,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,200.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
42	with Grate Cover, All depths, Complete in Place 2-C7 - Furnish and Install 24-inch RCP, All Depths, Complete in Place	Furnish and Install 24-inch RCP, All Depths, Complete in Place	140.0	\$98.00	\$ 13,720.00	60.0	\$ 5,880.00	50.0	\$ 4,900.00	\$ 0.00	110.0	\$ 10,780.00	78.57%	\$ 2,940.00	\$ 539.00
43	2-C8 - Trench Safety System for Open Cut Construction	Trench Safety System for Open Cut Construction	140.0	\$2.00	\$ 280.00	60.0	\$ 120.00	50.0	\$ 100.00	\$ 0.00	110.0	\$ 220.00	78.57%	\$ 60.00	\$ 11.00
44	2-C9 - Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	20.0	\$82.00	\$ 1,640.00	8.0	\$ 656.00	0.0	\$ 0.00	\$ 0.00	8.0	\$ 656.00	40.00%	\$ 984.00	\$ 32.80
45	2-C10 - Furnish and Install Flood Gauge Assembly, Complete in Place	Furnish and Install Flood Gauge Assembly, Complete in Place	4.0	\$400.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
46	3-D1 - Remove Existing Pole Foundation/Controller	Remove Existing Pole Foundation/Controller	6.0	\$1,000.00	\$ 6,000.00	4.0	\$ 4,000.00	2.0	\$ 2,000.00	\$ 0.00	6.0	\$ 6,000.00	100.00%	\$ 0.00	\$ 300.00
47	3-D2 - Furnish and Install 30-ft mast arm pole assembly with foundation	Furnish and Install 30-ft mast arm pole assembly with foundation	1.0	\$12,500.00	\$ 12,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,500.00	\$ 0.00
48	3-D3 - Furnish and Install 35-ft mast arm pole assembly with foundation	Furnish and Install 35-ft mast arm pole assembly with foundation	2.0	\$13,500.00	\$ 27,000.00	0.0	\$ 0.00	1.0	\$ 13,500.00	\$ 0.00	1.0	\$ 13,500.00	50.00%	\$ 13,500.00	\$ 675.00
49	3-D4 - Furnish and Install 40-ft	Furnish and Install 40-ft mast arm pole assembly with foundation	1.0	\$15,500.00	\$ 15,500.00	0.0	\$ 0.00	0.5	\$ 7,750.00	\$ 0.00	0.5	\$ 7,750.00	50.00%	\$ 7,750.00	\$ 387.50



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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
50	mast arm pole assembly with foundation 3-D5 - Remove and Salvage Existing Traffic Signal Equipment	Remove and Salvage Existing Traffic Signal Equipment	1.0	\$2,500.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00
51	3-D6 - Furnish and Install Overhead Street Name Signs	Furnish and Install Overhead Street Name Signs	4.0	\$500.00	\$ 2,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00
52	3-D7 - Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	8.0	\$300.00	\$ 2,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,400.00	\$ 0.00
53	3-D8 - Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	4.0	\$2,000.00	\$ 8,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,000.00	\$ 0.00
54	3-D9 - Furnish and Install Controller Cabinet Modified Foundation with Apron	Furnish and Install Controller Cabinet Modified Foundation with Apron	1.0	\$2,500.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00
55	3-D10 - Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	1.0	\$5,500.00	\$ 5,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,500.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
56	3-D11 - Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	8.0	\$870.00	\$ 6,960.00	0.0	\$ 0.00	4.0	\$ 3,480.00	\$ 0.00	4.0	\$ 3,480.00	50.00%	\$ 3,480.00	\$ 174.00
57	3-D12 - Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	3.0	\$ 3,300.00	\$ 0.00	3.0	\$ 3,300.00	75.00%	\$ 1,100.00	\$ 165.00
58	3-D13 - Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	1.0	\$2,200.00	\$ 2,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,200.00	\$ 0.00
59	3-D14 - Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	160.0	\$14.00	\$ 2,240.00	0.0	\$ 0.00	160.0	\$ 2,240.00	\$ 0.00	160.0	\$ 2,240.00	100.00%	\$ 0.00	\$ 112.00
60	3-D15 - Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	600.0	\$13.00	\$ 7,800.00	0.0	\$ 0.00	235.0	\$ 3,055.00	\$ 0.00	235.0	\$ 3,055.00	39.17%	\$ 4,745.00	\$ 152.75
61	3-D16 - Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	85.0	\$18.00	\$ 1,530.00	0.0	\$ 0.00	40.0	\$ 720.00	\$ 0.00	40.0	\$ 720.00	47.06%	\$ 810.00	\$ 36.00
62	3-D17 - Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	75.0	\$20.00	\$ 1,500.00	0.0	\$ 0.00	75.0	\$ 1,500.00	\$ 0.00	75.0	\$ 1,500.00	100.00%	\$ 0.00	\$ 75.00

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63	Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape) 3-D18 - Furnish and Install	Furnish and Install Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape)	715.0	\$25.00	\$ 17,875.00	0.0	\$ 0.00	695.0	\$ 17,375.00	\$ 0.00	695.0	\$ 17,375.00	97.20%	\$ 500.00	\$ 868.75
64	Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape) 3-D19 - Furnish and Install 3-Section	Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	8.0	\$850.00	\$ 6,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,800.00	\$ 0.00
65	Vehicle Signal Head Assembly (RYG) (Horizontal) (H3) 3-D20 - Furnish and Install 4-Section	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
66	Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF) 3-D21 - Furnish and Install 4-Section	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
67	Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF) 3-D22 - Furnish and Install LED Pedestrian	Furnish and Install LED Pedestrian Signal Head Assembly (Symbolic) (Countdown)	8.0	\$650.00	\$ 5,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,200.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
68	(Symbolic) (Countdown) 3-D23 - Furnish and Install Traffic Signal Cables, 2/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 2/C-#14 (Shield)	1850.0	\$1.50	\$ 2,775.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,775.00	\$ 0.00
69	3-D24 - Furnish and Install Traffic Signal Cables, 3/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 3/C-#14 (Shield)	1180.0	\$1.50	\$ 1,770.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,770.00	\$ 0.00
70	3-D25 - Furnish and Install Traffic Signal Cables, 5/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 5/C-#14 (Shield)	1220.0	\$1.80	\$ 2,196.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,196.00	\$ 0.00
71	3-D26 - Furnish and Install Traffic Signal Cables, 7/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 7/C-#14 (Shield)	2940.0	\$2.20	\$ 6,468.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,468.00	\$ 0.00
72	3-D27 - Furnish and Install #4 Thin Service Wire	Furnish and Install #4 Thin Service Wire	495.0	\$1.50	\$ 742.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 742.50	\$ 0.00
73	3-D28 - Furnish and Install Emergency Vehicle Preemption System	Furnish and Install Emergency Vehicle Preemption System	4.0	\$2,200.00	\$ 8,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,800.00	\$ 0.00
74	3-D29 - Furnish and Install Traffic Signal Sawcut Loop Detector	Furnish and Install Traffic Signal Sawcut Loop Detector	965.0	\$9.50	\$ 9,167.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,167.50	\$ 0.00
75	3-D30 - Furnish and Install ITS Controller Cabinet Assembly (Mode 340) (TypeA2070L)	Furnish and Install ITS Controller Cabinet Assembly (Mode 340) (TypeA2070L)	1.0	\$25,300.00	\$ 25,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 25,300.00	\$ 0.00

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76	3-D31 - Furnish, Install, and Program Uninterruptible Power Supply	Furnish, Install, and Program Uninterruptible Power Supply	1.0	\$7,200.00	\$ 7,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,200.00	\$ 0.00
77	3-D32 - Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	1.0	\$1,600.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
78	3-D33 - Furnish and Install WIMAX	Furnish and Install WIMAX	1.0	\$2,800.00	\$ 2,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,800.00	\$ 0.00
79	3-D34 - Furnish and Install Accessible Pedestrian Push Button Station	Furnish and Install Accessible Pedestrian Push Button Station	1.0	\$7,900.00	\$ 7,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,900.00	\$ 0.00
80	3-D35 - Furnish and Install GPS Serial Communication Module	Furnish and Install GPS Serial Communication Module	1.0	\$900.00	\$ 900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 900.00	\$ 0.00
81	4-E1 - Storm Water Pollution Prevention Plan Implementation and Maintenance	Storm Water Pollution Prevention Plan Implementation and Maintenance	1.0	\$3,900.00	\$ 3,900.00	0.34	\$ 1,326.00	0.17	\$ 663.00	\$ 0.00	0.51	\$ 1,989.00	51.00%	\$ 1,911.00	\$ 99.45
82	4-E2 - Furnish and Install Inlet Protection Barriers	Furnish and Install Inlet Protection Barriers	170.0	\$4.50	\$ 765.00	85.0	\$ 382.50	80.0	\$ 360.00	\$ 0.00	165.0	\$ 742.50	97.06%	\$ 22.50	\$ 37.13
83	4-E3 - Furnish and Install Reinforced Filter Fabric Fence	Furnish and Install Reinforced Filter Fabric Fence	1380.0	\$1.30	\$ 1,794.00	690.0	\$ 897.00	400.0	\$ 520.00	\$ 0.00	1090.0	\$ 1,417.00	78.99%	\$ 377.00	\$ 70.85
84	4-E4 - Furnish and Install	Furnish and Install Stabilized Construction Exits	133.0	\$15.00	\$ 1,995.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,995.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
85	Stabilized Construction Exits 5-F1 - Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	975.0	\$22.00	\$ 21,450.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 21,450.00	\$ 0.00
86	5-F2 - Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	1.0	\$12,900.00	\$ 12,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,900.00	\$ 0.00
87	5-F3 - Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$10,300.00	\$ 10,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 10,300.00	\$ 0.00
88	5-F4 - Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$4,500.00	\$ 4,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,500.00	\$ 0.00
89	5-F5 - Furnish and Install Concrete Landscape Curb, Complete in Place	Furnish and Install Concrete Landscape Curb, Complete in Place	195.0	\$18.00	\$ 3,510.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,510.00	\$ 0.00
90	5-F6 - Furnish and Install Brick Seat	Furnish and Install Brick Seat Wall with Foundations, Concrete Core	43.0	\$330.00	\$ 14,190.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 14,190.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
91	Wall with Foundations, Concrete Core and Cast Stone Cap, Complete in Place 5-F7 - Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	and Cast Stone Cap, Complete in Place Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	86.0	\$240.00	\$ 20,640.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 20,640.00	\$ 0.00
92	5-F8 - Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	4.0	\$3,000.00	\$ 12,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,000.00	\$ 0.00
93	5-F9 - Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	51.0	\$430.00	\$ 21,930.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 21,930.00	\$ 0.00
94	5-F10 - Remove and Transport Existing Clock	Remove and Transport Existing Clock	1.0	\$3,700.00	\$ 3,700.00	1.0	\$ 3,700.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 3,700.00	100.00%	\$ 0.00	\$ 185.00
95	5-F11 - Furnish and Install Powder Coated Decorative	Furnish and Install Powder Coated Decorative Metal Fencing, Complete in Place	84.0	\$430.00	\$ 36,120.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 36,120.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
96	Metal Fencing, Complete in Place	Furnish and Install Landscape Drains, Complete in Place	6.0	\$900.00	\$ 5,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,400.00	\$ 0.00
97	5-F12 - Furnish and Install Landscape Drains, Complete in Place	Furnish and Install French Drain, Complete in Place	375.0	\$20.00	\$ 7,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,500.00	\$ 0.00
98	5-F13 - Furnish and Install French Drain, Complete in Place	Furnish and Install 8" PVC Drain Line, Complete in Place	125.0	\$55.00	\$ 6,875.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,875.00	\$ 0.00
99	5-F14 - Furnish and Install 8" PVC Drain Line, Complete in Place	Furnish and Install Sod Turf, Complete in Place	10200.0	\$0.55	\$ 5,610.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,610.00	\$ 0.00
100	5-F15 - Furnish and Install Sod Turf, Complete in Place	Furnish and Install 65 Gallon Live Oak, Complete in Place	26.0	\$1,300.00	\$ 33,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 33,800.00	\$ 0.00
101	5-F16 - Furnish and Install 65 Gallon Live Oak, Complete in Place	Furnish and Install 45 Gallon Bald Cypress, Complete in Place	9.0	\$800.00	\$ 7,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,200.00	\$ 0.00
102	5-F17 - Furnish and Install 45 Gallon Bald Cypress, Complete in Place	Furnish and Install 30" Box Mexican Sycamore, Complete in Place	3.0	\$1,300.00	\$ 3,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,900.00	\$ 0.00



ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
103	5-F19 - Furnish and Install 45 Gallon Chaste Tree, Complete in Place	Furnish and Install 45 Gallon Chaste Tree, Complete in Place	6.0	\$800.00	\$ 4,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,800.00	\$ 0.00
104	5-F20 - Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	50.0	\$55.00	\$ 2,750.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,750.00	\$ 0.00
105	5-F21 - Furnish and Install 1 Gallon Lantana, Complete in Place	Furnish and Install 1 Gallon Lantana, Complete in Place	60.0	\$35.00	\$ 2,100.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,100.00	\$ 0.00
106	5-F22 - Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	64.0	\$35.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
107	5-F23 - Furnish and Install 1 Gallon Maiden Grass, Complete in Place	Furnish and Install 1 Gallon Maiden Grass, Complete in Place	32.0	\$35.00	\$ 1,120.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,120.00	\$ 0.00
108	5-F24 - Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	72.0	\$35.00	\$ 2,520.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,520.00	\$ 0.00
109	5-F25 - Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	266.0	\$35.00	\$ 9,310.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,310.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
110	6-G1 - Furnish and Install Irrigation Service Tap and Meter, Complete in Place	Furnish and Install Irrigation Service Tap and Meter, Complete in Place	1.0	\$3,500.00	\$ 3,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,500.00	\$ 0.00
111	6-G2 - Furnish and Install Backflow Device with Enclosure, Complete in Place	Furnish and Install Backflow Device with Enclosure, Complete in Place	1.0	\$1,200.00	\$ 1,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,200.00	\$ 0.00
112	6-G3 - Furnish and Install Controller with Sensors, Complete in Place	Furnish and Install Controller with Sensors, Complete in Place	1.0	\$5,800.00	\$ 5,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,800.00	\$ 0.00
113	6-G4 - Furnish and Install Control Valves with Box, Complete in Place	Furnish and Install Control Valves with Box, Complete in Place.	6.0	\$1,500.00	\$ 9,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,000.00	\$ 0.00
114	6-G5 - Furnish and Install Pop-UP Spray Zone, Complete in Place	Furnish and Install Pop-UP Spray Zone, Complete in Place	2100.0	\$3.00	\$ 6,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,300.00	\$ 0.00
115	6-G6 - Furnish and Install Drip Tubing Zone, Complete in Place	Furnish and Install Drip Tubing Zone, Complete in Place	800.0	\$3.00	\$ 2,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,400.00	\$ 0.00
116	6-G7 - Furnish and Install Irrigation Mainline Complete with Control Wire Bundle,	Furnish and Install Irrigation Mainline Complete with Control Wire Bundle, Complete in Place	240.0	\$20.00	\$ 4,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,800.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
117	Complete in Place 6-G8 - Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	75.0	\$30.00	\$ 2,250.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,250.00	\$ 0.00
118	7-H1 - Extra Hand Excavation	Extra Hand Excavation	50.0	\$10.00	\$ 500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 500.00	\$ 0.00
119	7-H2 - Extra Machine Excavation	Extra Machine Excavation	50.0	\$20.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
120	7-H3 - Extra Removal of Miscellaneous Concrete and Masonry	Extra Removal of Miscellaneous Concrete and Masonry	50.0	\$30.00	\$ 1,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,500.00	\$ 0.00
121	7-H4 - Excavation Around Obstructions	Excavation Around Obstructions	50.0	\$20.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
122	7-H5 - Extra Placement of Backfill Material	Extra Placement of Backfill Material	50.0	\$15.00	\$ 750.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 750.00	\$ 0.00
123	7-H6 - Extra Cement Stabilized Sand	Extra Cement Stabilized Sand	50.0	\$25.00	\$ 1,250.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,250.00	\$ 0.00
124	7-H7 - Furnish and Install HMA Level-Up, all Depths, Complete in Place	Furnish and Install HMA Level-Up, all Depths, Complete in Place	25.0	\$80.00	\$ 2,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00
125	7-H8 - Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	20.0	\$80.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
126	7-H9 - Ground Water Control for	Ground Water Control for Open Cut Construction	100.0	\$25.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
127	Open Cut Construction 7-H10 - Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	2.0	\$250.00	\$ 500.00	2.0	\$ 500.00	0.0	\$ 0.00	\$ 0.00	2.0	\$ 500.00	100.00%	\$ 0.00	\$ 25.00
128	7-H11 - PPCA Sampling and Analysis	PPCA Sampling and Analysis	1.0	\$1,000.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
129	8-I6 - Transport and Reinstall Existing Clock, including Electrical Connection and Foundation, Complete in Place	Transport and Reinstall Existing Clock, including Electrical Connection and Foundation, Complete in Place	1.0	\$14,000.00	\$ 14,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 14,000.00	\$ 0.00
130	8-I7 - Landscape Maintenance	Landscape Maintenance	12.0	\$2,000.00	\$ 24,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 24,000.00	\$ 0.00
TOTALS:					\$ 1,145,903.00		\$ 232,303.36		\$ 131,888.71	\$ 0.00		\$ 364,192.07	31.78%	\$ 781,710.93	\$ 18,209.62

## Whole Change Order Packages

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
131	PCCO#001								
131.1	PCO#001								
131.1.1	8-I5 Refurbish and Reinstall Existing Clock, including Electrical Connection and Foundation, Complete in Place	\$ 15,300.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 15,300.00	\$ 0.00

## CONTINUATION SHEET

## DOCUMENT DETAIL SHEET

Page 21 of 21

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
131.1.2	8-I12 Zicla "Armadillo" Protective Barrier	\$ 18,270.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 18,270.00	\$ 0.00
131.1.3	8-I4 Storage of clock 6J-A	\$ 7,500.00	\$ 0.00	\$ 7,500.00	\$ 0.00	\$ 7,500.00	100.00%	\$ 0.00	\$ 375.00
131.1.4	8-I8 A-1 Furnish and Install 6-inch Wide White Guide Pavement	\$ 7,011.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 7,011.00	\$ 0.00
131.1.5	8-I9 A-2 Furnish and Install 4-inch Wide Double Yellow	\$ 3,082.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,082.00	\$ 0.00
131.1.6	8-I10 A-3 Furnish and Install 4-Inch wide broken pavement markings, Complete in place.	\$ 1,031.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,031.80	\$ 0.00
131.1.7	8-I11 A-4 Furnish and Install 24-inch Solid Green Pavement Marking, Complete in Place	\$ 4,796.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 4,796.00	\$ 0.00
131.1.8	1-B28 Furnish and Install 6-inch Solid Green Pavement	\$ 260.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 260.28	\$ 0.00
131.1.9	1-B26 Furnish and Install 6-inch Solid Green Pavement	\$ 6,650.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,650.00	\$ 0.00
131.1.10	1-B30	\$ 600.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 600.00	\$ 0.00
131.1.11	1-B31	\$ 32.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 32.00	\$ 0.00
131.1.12	1-B32	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 450.00	\$ 0.00
131.1.13	1-B33	\$ 3,060.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,060.00	\$ 0.00
	<b>TOTALS:</b>	\$ 68,043.08	\$ 0.00	\$ 7,500.00	\$ 0.00	\$ 7,500.00	11.02%	\$ 60,543.08	\$ 375.00

## Grand Totals

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	<b>GRAND TOTALS:</b>	\$ 1,220,750.39	\$ 232,303.36	\$ 140,069.14	\$ 0.00	\$ 372,372.50	30.50%	\$ 848,377.89	\$ 18,618.64

DOCUMENT DETAIL SHEET - APPLICATION AND CERTIFICATE FOR PAYMENT

**CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS**

**THE STATE OF TEXAS**

§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF HARRIS** §

The undersigned J Lira, states that he is the  
[Affiant]

Controller, of RAC Industries LLC  
(Contractor)

and that he is duly authorized to execute this Certification of Payment to Subcontractors, and Suppliers; that Contractor has made payments to Contractors, Subcontractors, and Suppliers for all labor, materials, equipment and services furnished for work constituting the whole construction of approximately \$149,502.

(Contract/Project Number T 0520 Houston Avenue and White Oak Intersection Improvements) and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Affiant's Signature]

J Lira

SWORN AND SUBSCRIBED before me on

11/23/2018

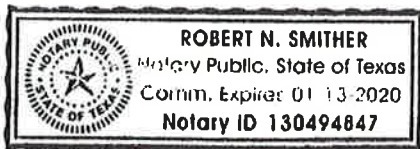
[Date]

Robert N. Smither  
Notary Public in and for the State of TEXAS

Robert N. Smither

[Print or type Notary Public name]

My Commission Expires: 1-13-2020  
[Expiration Date]



### MWSDBE Utilization Schedule

Status as of:	11/20/18
Project Name:	Houston Avenue and White Oak Drive Intersection Improvements
WBS Number	N-T05000-0004-3
Company Name	RAC Industries, LLC



Month	Total	D. Solis Trucking	GMJ Asphalt Paving	Sub 3 (Enter Name)	Sub 4 (Enter Name)
8/23/2018-09/20/2018	\$0	\$0		\$0	\$0
9/21/2018-10/20/2018	\$0	\$0		\$0	\$0
10/21/2018-11/20/2018	\$8,550	\$8,550		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
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	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
\$	\$8,550	\$8,550		\$0	\$0
%	0.70%	0.70%		0.00%	0.00%

Contract Amount:	\$1,222,750
Goal %	20.00%
*(Rev)Projected Goal%	8.21%
(Rev) Goal \$	\$100,388
Project Goal \$	\$8,550

\*\*\*Note: Actual dollar amounts are assumed if the date is in the past, otherwise numbers reflect projected dollar amounts.  
\* See worksheet for explanation

## ATTACHMENT B

City of Houston  
Affirmative Action and Contract Compliance  
MWSBE Monthly Utilization Report  
Report Period 09/21/2018 thru 10/20/2018

PROJECT NAME & NUMBER HOUSTON AVENUE & WHITE OAK DRIVE  
INTERSECTION IMPROVEMENTS  
PRIME CONTRACTOR RAC Industries  
ADDRESS 3207 Preston Pasadena, Texas 77505  
LIAISON Ted Labuzan, Project Manager

REPORT DATE 11/20/2018  
CONTRACT NO. T-0520  
CONTRACT AMOUNT \$1,145,903.00  
MWSBE GOAL 20% 8.21 %  
PHONE 832-475-6265

PRIME AMOUNT PAID BY COH TO DATE \$ 0

SUBVENDOR NAME	DATE OFF AA CERTIFICATION	SUBCONTRACT AMOUNT	%OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	%OF CONTRACT TO DATE	RETAINAGE HELD
GMJ Asphalt Paving	current	\$81,190	7.01				
* Reliable Signal	current	<del>\$232,824</del>	<del>20.34</del>				
D. Solis Trucking, Inc.	current	\$13,500	1.2	\$8,550	\$8,550	.7	
<b>TOTALS</b>			<del>28.5</del> 8.21				

SUBMIT BY THE 15<sup>TH</sup> DAY FOLLOWING THE END OF THE REPORTING PERIOD TO: OFFICE OF BUSINESS OPPORTUNITY

ATTN: CARLECIA D. WRIGHT

611 WALKER, 7<sup>TH</sup> FLOOR

HOUSTON, TEXAS 77002

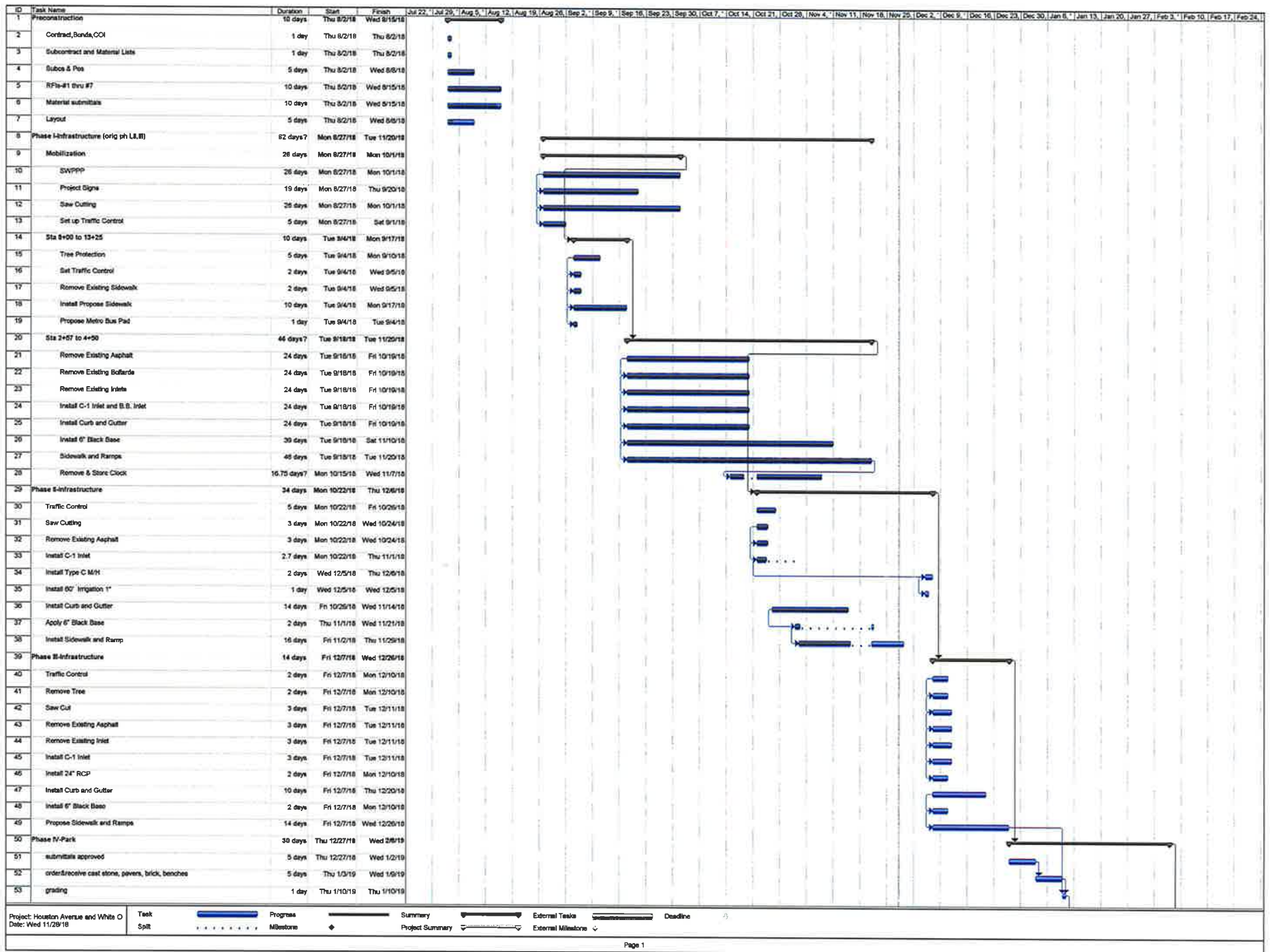
832-393-0500

FAX: 832-393-0622

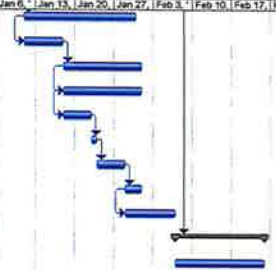
\* Reliable Signal pre-bid quoted their scope on the job and was awarded their entire scope in timely manner. Then, they refused to honor quote and perform the work. All of the other materials and subcontractors for project had been committed. Therefore, the goal is reduced to shown amount. The only DBE that existed in our committed list is D. Solis Trucking which has been added. Reliable quote and contact info is attached.

00640-10  
MAY 2018





ID	Task Name	Duration	Start	Finish	Jul 22	Jul 29	Aug 5	Aug 12	Aug 19	Aug 26	Sep 2	Sep 9	Sep 16	Sep 23	Sep 30	Oct 7	Oct 14	Oct 21	Oct 28	Nov 4	Nov 11	Nov 18	Nov 25	Dec 2	Dec 9	Dec 16	Dec 23	Dec 30	Jan 6	Jan 13	Jan 20	Jan 27	Feb 3	Feb 10	Feb 17	Feb 24	
54	foundations-bench wall, entry wall, clock	14 days	Fri 1/11/19	Wed 1/30/19																																	
55	electrical to clock & sub paving for pavers	5 days	Fri 1/11/19	Thu 1/17/19																																	
56	tile, brick, and stone	10 days	Fri 1/18/19	Thu 1/31/19																																	
57	pavers	10 days	Fri 1/18/19	Thu 1/31/19																																	
58	benches	3 days	Fri 1/18/19	Tue 1/22/19																																	
59	clock	1 day	Wed 1/23/19	Wed 1/23/19																																	
60	irrigation	3 days	Thu 1/24/19	Mon 1/28/19																																	
61	electrical	3 days	Tue 1/29/19	Thu 1/31/19																																	
62	landscape	7 days	Tue 1/29/19	Wed 2/6/19																																	
63	Float for Engineer allowable time and additions	12 days	Thu 2/7/19	Fri 2/22/19																																	
64	float - finish by 2/22/2019	12 days	Thu 2/7/19	Fri 2/22/19																																	



January 4, 2019

Board of Directors  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
c/o Sanford & Kuhl  
1980 Post Oak Boulevard  
Suite 1380  
Houston, TX 77056

Attention: Laura Davis

Re: Houston Avenue & White Oak Drive Intersection Improvements  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
Project Number: T-0520

Dear Directors:

Enclosed is Progress Payment Request No. 4 from RAC Industries, LLC for the referenced project. The estimate is in order and we recommend payment in the amount of \$111,543.53 to RAC Industries, LLC.

Also enclosed is Construction Progress Report No. 4. This report covers construction activities for the referenced project during the period November 21, 2018 to December 20, 2018.

Sincerely,



Kristen Hennings PE, CFM, LEED® Green  
Associate

KJH:smd

...\\Box Sync\\HAWO\\Project Folder\\Pay Estimates\\PE #4 – HAWO

Enclosure

cc: RAC Industries, LLC  
Ms. Melissa Morton – The Morton Associates (*via email*)

January 4, 2019

Construction Progress Report No. 4

Period November 21, 2018 to December 20, 2018

Houston Avenue & White Oak Drive Intersection Improvements

Memorial Heights Redevelopment Authority / TIRZ No. 5

Project Number: T-0520

Contract:

- A. Contractor: RAC Industries, LLC
- B. Contract Date: August 23, 2018
- C. Authorization to Proceed: August 23, 2018 (180 Calendar Days)
- D. Completion Date: February 19, 2019
- E. Contract Time Used: 120 Calendar Days (67%)

I. General

The contractor removed existing pavement and sidewalks, installed subgrade & asphalt, installed sidewalks, installed curb & gutter, removed existing storm inlet, installed storm inlet, installed storm sewer pipe, installed conduit and pull box, maintained erosion and sedimentation controls and cast stone materials as well as rough and ready bench materials have been fabricated and stored and will be paid for as material on hand.

II. Change Orders

Change Order No. 2 Issued This Report.

III. Completion Report

A. Estimated Cost as of this Report Period

1.	Contract Bid Price	\$ 1,145,903.00
2.	Change Orders	\$ 82,124.69
3.	Total Estimated Contract Price	\$ 1,228,027.69

B. Actual cost as of this Report \$ 489,786.76

C. Amount Retained (5% of B) \$ 24,489.37

D. Total Paid Contractor \$ 465,297.39

E. Estimated Cost Remaining (A.3 - B) \$ 738,240.93

F. Construction Complete (B/A.3) 39.9%

IV. Frequency of Observation

A. Field Representative - Periodically, on-site daily

B. Engineer Observation - Once weekly, on-site

V. Problems

CenterPoint has begun to affect RAC's schedule. Currently waiting for power poles on NE & SE corners of Houston Ave & White Oak Dr to be removed/relocated by CenterPoint.

**TO OWNER/CLIENT:**

Memorial Heights Redevelopment Authority/TIRZ 5  
1900 West Gray PO Box 130627  
Houston, Texas 77219

**PROJECT:**

HAWO - Houston Ave & White Oak Dr  
Intersection  
2520 Houston Ave  
Houston, Texas 77009

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 11/21/18 - 12/20/18

PROJECT NO: 14760-0002-00

CONTRACT DATE: 08/23/2018

**FROM CONTRACTOR:**

RAC Industries, Inc.  
2512 Cocoa Ln  
Pasadena, Texas 77502

**VIA ARCHITECT/ENGINEER:**

Kristen Hennings (JonesCarter, Houston)  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401

CONTRACT FOR: HAWO - Houston Ave & White Oak Dr Intersection Prime Contract  
**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$ 1,145,903.00
2. Net change by change orders	\$ 82,124.69
3. Contract sum to date (line 1 ± 2)	\$ 1,228,027.69
4. Total completed and stored to date (Column G on detail sheet)	\$ 489,786.76
5. Retainage:	
a. <u>5.00%</u> of completed work:	\$ 24,489.37
b. <u>0.00%</u> of stored material:	\$ 0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 24,489.37
6. Total earned less retainage (Line 4 less Line 5 Total)	\$ 465,297.39
7. Less previous certificates for payment (Line 6 from prior certificate)	\$ 353,753.86
8. Current payment due:	\$ 111,543.53
9. Balance to finish, including retainage (Line 3 less Line 6)	\$ 762,730.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 74,847.39	\$ 0.00
Total approved this Month:	\$ 7,277.30	\$ 0.00
Totals:	\$ 82,124.69	\$ 0.00
Net change by change orders:	\$ 82,124.69	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: RAC Industries, Inc.

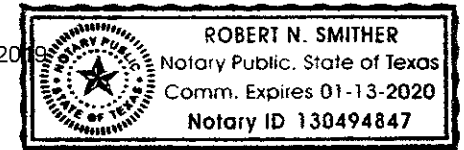
By: Ted Labuzan Date: 01/04/2019  
State of: Texas

County of: Harris

Subscribed and sworn to before  
me this 04

day of January, 2019

Notary Public: Robert N. Smither  
My commission expires: 1-13-20

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 111,543.53

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

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

This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4  
APPLICATION DATE: 12/21/2018  
PERIOD: 11/21/18 - 12/20/18  
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
1	0-A1 - Mobilization	Mobilization	1.0	\$75,000.00	\$ 75,000.00	1.0	\$ 75,000.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 75,000.00	100.00%	\$ 0.00	\$ 3,750.00
2	0-A2 - Traffic Control and Regulation	Traffic Control and Regulation	1.0	\$25,000.00	\$ 25,000.00	0.51	\$ 12,750.00	0.17	\$ 4,250.00	\$ 0.00	0.68	\$ 17,000.00	68.00%	\$ 8,000.00	\$ 850.00
3	0-A3 - Uniformed Peace Officers and Flagmen	Uniformed Peace Officers and Flagmen	1.0	\$7,500.00	\$ 7,500.00	0.51	\$ 3,825.00	0.17	\$ 1,275.00	\$ 0.00	0.68	\$ 5,100.00	68.00%	\$ 2,400.00	\$ 255.00
4	0-A4 - Implement and Maintain Tree Protection Plan	Implement and Maintain Tree Protection Plan	1.0	\$11,400.00	\$ 11,400.00	0.51	\$ 5,814.00	0.17	\$ 1,938.00	\$ 0.00	0.68	\$ 7,752.00	68.00%	\$ 3,648.00	\$ 387.60
5	0-A5 - Remove Existing Tree, All Diameters	Remove Existing Tree, All Diameters	4.0	\$500.00	\$ 2,000.00	1.0	\$ 500.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 500.00	25.00%	\$ 1,500.00	\$ 25.00
6	0-A6 - Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	6.0	\$660.00	\$ 3,960.00	6.0	\$ 3,960.00	0.0	\$ 0.00	\$ 0.00	6.0	\$ 3,960.00	100.00%	\$ 0.00	\$ 198.00
7	0-A7 - Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	45.0	\$160.00	\$ 7,200.00	22.0	\$ 3,520.00	0.0	\$ 0.00	\$ 0.00	22.0	\$ 3,520.00	48.89%	\$ 3,680.00	\$ 176.00
8	0-A8 - Project Sign, Complete in Place	Project Sign, Complete in Place	2.0	\$800.00	\$ 1,600.00	2.0	\$ 1,600.00	0.0	\$ 0.00	\$ 0.00	2.0	\$ 1,600.00	100.00%	\$ 0.00	\$ 80.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
9	1-B1 - Remove and Dispose Existing Pavement with or without base, curb, or surface	Remove and Dispose Existing Pavement with or without base, curb, or surface	5482.0	\$5.20	\$ 28,506.40	1397.1	\$ 7,264.92	636.72	\$ 3,310.94	\$ 0.00	2033.82	\$ 10,575.86	37.10%	\$ 17,930.54	\$ 528.80
10	1-B2 - Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	1212.0	\$5.90	\$ 7,150.80	557.76	\$ 3,290.78	527.0	\$ 3,109.30	\$ 0.00	1084.76	\$ 6,400.08	89.50%	\$ 750.72	\$ 320.01
11	1-B3 - Excavation and Grading per Drawings	Excavation and Grading per Drawings	497.0	\$16.00	\$ 7,952.00	383.6	\$ 6,137.60	200.0	\$ 3,200.00	\$ 0.00	583.6	\$ 9,337.60	117.42%	(\$1,385.60)	\$ 466.88
12	1-B4 - Sawcut Existing Pavement, Full Depth	Sawcut Existing Pavement, Full Depth	1460.0	\$6.00	\$ 8,760.00	920.0	\$ 5,520.00	465.0	\$ 2,790.00	\$ 0.00	1385.0	\$ 8,310.00	94.86%	\$ 450.00	\$ 415.50
13	1-B5 - Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	134.0	\$96.00	\$ 12,864.00	125.16	\$ 12,015.36	0.0	\$ 0.00	\$ 0.00	125.16	\$ 12,015.36	93.40%	\$ 848.64	\$ 600.77
14	1-B6 - Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	1651.0	\$6.60	\$ 10,896.60	1205.0	\$ 7,953.00	503.05	\$ 3,320.13	\$ 0.00	1708.05	\$ 11,273.13	103.46%	(\$376.53)	\$ 563.66
15	1-B7 - Furnish and Install Lime (8%), Complete in Place	Furnish and Install Lime (8%), Complete in Place	44.0	\$180.00	\$ 7,920.00	32.13	\$ 5,783.40	16.15	\$ 2,907.00	\$ 0.00	48.28	\$ 8,690.40	109.73%	(\$770.40)	\$ 434.52
16	1-B8 - Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	1371.0	\$21.00	\$ 28,791.00	818.0	\$ 17,178.00	229.5	\$ 4,819.50	\$ 0.00	1047.5	\$ 21,997.50	76.40%	\$ 6,793.50	\$ 1,099.88

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
17	Limestone Base, Complete in Place 1-B9 - Mill and Dispose Existing Asphalt Surface (2-inch)	Mill and Dispose Existing Asphalt Surface (2-inch)	3455.0	\$3.70	\$ 12,783.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,783.50	\$ 0.00
18	1-B10 - Furnish and Install 2" HMAC Overlay	Furnish and Install 2" HMAC Overlay	3455.0	\$11.00	\$ 38,005.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 38,005.00	\$ 0.00
19	1-B11 - Furnish and Install 4" HMAC Surface (2-Inch Lifts)	Furnish and Install 4" HMAC Surface (2-inch Lifts)	1371.0	\$28.00	\$ 38,388.00	576.0	\$ 16,128.00	229.5	\$ 6,426.00	\$ 0.00	805.5	\$ 22,554.00	58.75%	\$ 15,834.00	\$ 1,127.70
20	1-B12 - Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	891.0	\$25.00	\$ 22,275.00	796.0	\$ 19,900.00	195.0	\$ 4,875.00	\$ 0.00	991.0	\$ 24,775.00	111.22%	(\$2,500.00)	\$ 1,238.75
21	1-B13 - Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	13678.0	\$7.00	\$ 95,746.00	5718.33	\$ 40,028.31	3588.0	\$ 25,116.00	\$ 0.00	9306.33	\$ 65,144.31	68.04%	\$ 30,601.69	\$ 3,257.22
22	1-B14 - Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	1107.0	\$20.00	\$ 22,140.00	369.0	\$ 7,380.00	0.0	\$ 0.00	\$ 0.00	369.0	\$ 7,380.00	33.33%	\$ 14,760.00	\$ 369.00
23	1-B15 - Furnish and Install 8-inch White Guide Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide White Guide Pavement Markings, Complete in Place	234.0	\$1.30	\$ 304.20	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 304.20	\$ 0.00



A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
24	Wide White Guide Pavement Markings, Complete in Place 1-B16 - Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	749.0	\$1.20	\$ 898.80	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 898.80	\$ 0.00
25	Wide Broken Yellow Pavement Markings, Complete in Place 1-B17 - Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	220.0	\$0.60	\$ 132.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 132.00	\$ 0.00
26	Wide Solid Yellow Pavement Markings, Complete in Place 1-B18 - Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	433.0	\$0.60	\$ 259.80	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 259.80	\$ 0.00
27	Wide Solid White Pavement Markings, Complete in Place 1-B19 - Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	377.0	\$1.20	\$ 452.40	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 452.40	\$ 0.00
28	Wide Solid White Pavement Markings, Complete in Place 1-B20 - Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	580.0	\$2.80	\$ 1,624.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,624.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
29	1-B21 - Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	535.0	\$5.50	\$ 2,942.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,942.50	\$ 0.00
30	1-B22 - Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	272.0	\$19.00	\$ 5,168.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,168.00	\$ 0.00
31	1-B23 - Furnish and Install White Arrow Pavement Markings, Complete in Place	Furnish and Install White Arrow Pavement Markings, Complete in Place	14.0	\$130.00	\$ 1,820.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,820.00	\$ 0.00
32	1-B24 - Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	16.0	\$140.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
33	1-B25 - Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	196.0	\$45.00	\$ 8,820.00	0.0	\$ 0.00	139.0	\$ 6,255.00	\$ 0.00	139.0	\$ 6,255.00	70.92%	\$ 2,565.00	\$ 312.75
34	1-B26 - Furnish and Install Traffic Signs, Complete in Place	Furnish and Install Traffic Signs, Complete in Place	21.0	\$350.00	\$ 7,350.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,350.00	\$ 0.00
35	1-B27 - Furnish and Install 9"	Furnish and Install 9" Reinforced Concrete METRO Bus Pad, Complete in Place	52.0	\$110.00	\$ 5,720.00	34.72	\$ 3,819.20	0.0	\$ 0.00	\$ 0.00	34.72	\$ 3,819.20	66.77%	\$ 1,900.80	\$ 190.96

A		B	C			D		E		F	G		H		I
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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
36	Reinforced Concrete METRO Bus Pad, Complete in Place 2-C1 - Remove Existing Storm Sewer Inlet, All Sizes, All Depths	Remove Existing Storm Sewer Inlet, All Sizes, All Depths	8.0	\$350.00	\$ 2,800.00	4.0	\$ 1,400.00	1.0	\$ 350.00	\$ 0.00	5.0	\$ 1,750.00	62.50%	\$ 1,050.00	\$ 87.50
37	2-C2 - Remove Existing Storm Sewer Pipe, All Sizes, All Depths	Remove Existing Storm Sewer Pipe, All Sizes, All Depths	200.0	\$25.00	\$ 5,000.00	64.0	\$ 1,600.00	0.0	\$ 0.00	\$ 0.00	64.0	\$ 1,600.00	32.00%	\$ 3,400.00	\$ 80.00
38	2-C3 - Furnish and Install Type "C-1" Inlet, Complete in Place	Furnish and Install Type "C-1" Inlet, Complete in Place	6.0	\$2,700.00	\$ 16,200.00	5.0	\$ 13,500.00	1.0	\$ 2,700.00	\$ 0.00	6.0	\$ 16,200.00	100.00%	\$ 0.00	\$ 810.00
39	2-C4 - Furnish and Install Type "BB" Inlet, Complete in Place	Furnish and Install Type "BB" Inlet, Complete in Place	1.0	\$2,400.00	\$ 2,400.00	1.0	\$ 2,400.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 2,400.00	100.00%	\$ 0.00	\$ 120.00
40	2-C5 - Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	2.0	\$3,500.00	\$ 7,000.00	2.0	\$ 7,000.00	0.0	\$ 0.00	\$ 0.00	2.0	\$ 7,000.00	100.00%	\$ 0.00	\$ 350.00
41	2-C6 - Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer	Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer with Grate Cover, All depths, Complete in Place	1.0	\$3,200.00	\$ 3,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,200.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
42	with Grate Cover, All depths, Complete in Place 2-C7 - Furnish and Install 24-inch RCP, All Depths, Complete in Place	Furnish and Install 24-inch RCP, All Depths, Complete in Place	140.0	\$98.00	\$ 13,720.00	110.0	\$ 10,780.00	30.0	\$ 2,940.00	\$ 0.00	140.0	\$ 13,720.00	100.00%	\$ 0.00	\$ 686.00
43	2-C8 - Trench Safety System for Open Cut Construction	Trench Safety System for Open Cut Construction	140.0	\$2.00	\$ 280.00	110.0	\$ 220.00	0.0	\$ 0.00	\$ 0.00	110.0	\$ 220.00	78.57%	\$ 60.00	\$ 11.00
44	2-C9 - Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	20.0	\$82.00	\$ 1,640.00	8.0	\$ 656.00	0.0	\$ 0.00	\$ 0.00	8.0	\$ 656.00	40.00%	\$ 984.00	\$ 32.80
45	2-C10 - Furnish and Install Flood Gauge Assembly, Complete in Place	Furnish and Install Flood Gauge Assembly, Complete in Place	4.0	\$400.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
46	3-D1 - Remove Existing Pole Foundation/Controller	Remove Existing Pole Foundation/Controller	6.0	\$1,000.00	\$ 6,000.00	6.0	\$ 6,000.00	0.0	\$ 0.00	\$ 0.00	6.0	\$ 6,000.00	100.00%	\$ 0.00	\$ 300.00
47	3-D2 - Furnish and Install 30-ft mast arm pole assembly with foundation	Furnish and Install 30-ft mast arm pole assembly with foundation	1.0	\$12,500.00	\$ 12,500.00	0.0	\$ 0.00	0.5	\$ 6,250.00	\$ 0.00	0.5	\$ 6,250.00	50.00%	\$ 6,250.00	\$ 312.50
48	3-D3 - Furnish and Install 35-ft mast arm pole assembly with foundation	Furnish and Install 35-ft mast arm pole assembly with foundation	2.0	\$13,500.00	\$ 27,000.00	1.0	\$ 13,500.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 13,500.00	50.00%	\$ 13,500.00	\$ 675.00
49	3-D4 - Furnish and Install 40-ft	Furnish and Install 40-ft mast arm pole assembly with foundation	1.0	\$15,500.00	\$ 15,500.00	0.5	\$ 7,750.00	0.0	\$ 0.00	\$ 0.00	0.5	\$ 7,750.00	50.00%	\$ 7,750.00	\$ 387.50

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50	mast arm pole assembly with foundation 3-D5 - Remove and Salvage Existing Traffic Signal Equipment	Remove and Salvage Existing Traffic Signal Equipment	1.0	\$2,500.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00
51	3-D6 - Furnish and Install Overhead Street Name Signs	Furnish and Install Overhead Street Name Signs	4.0	\$500.00	\$ 2,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00
52	3-D7 - Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	8.0	\$300.00	\$ 2,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,400.00	\$ 0.00
53	3-D8 - Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	4.0	\$2,000.00	\$ 8,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,000.00	\$ 0.00
54	3-D9 - Furnish and Install Controller Cabinet Modified Foundation with Apron	Furnish and Install Controller Cabinet Modified Foundation with Apron	1.0	\$2,500.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00
55	3-D10 - Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	1.0	\$5,500.00	\$ 5,500.00	0.0	\$ 0.00	0.5	\$ 2,750.00	\$ 0.00	0.5	\$ 2,750.00	50.00%	\$ 2,750.00	\$ 137.50

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56	3-D11 - Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	8.0	\$870.00	\$ 6,960.00	4.0	\$ 3,480.00	0.0	\$ 0.00	\$ 0.00	4.0	\$ 3,480.00	50.00%	\$ 3,480.00	\$ 174.00
57	3-D12 - Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	4.0	\$1,100.00	\$ 4,400.00	3.0	\$ 3,300.00	1.0	\$ 1,100.00	\$ 0.00	4.0	\$ 4,400.00	100.00%	\$ 0.00	\$ 220.00
58	3-D13 - Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	1.0	\$2,200.00	\$ 2,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,200.00	\$ 0.00
59	3-D14 - Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	160.0	\$14.00	\$ 2,240.00	160.0	\$ 2,240.00	0.0	\$ 0.00	\$ 0.00	160.0	\$ 2,240.00	100.00%	\$ 0.00	\$ 112.00
60	3-D15 - Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	600.0	\$13.00	\$ 7,800.00	235.0	\$ 3,055.00	0.0	\$ 0.00	\$ 0.00	235.0	\$ 3,055.00	39.17%	\$ 4,745.00	\$ 152.75
61	3-D16 - Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	85.0	\$18.00	\$ 1,530.00	40.0	\$ 720.00	40.0	\$ 720.00	\$ 0.00	80.0	\$ 1,440.00	94.12%	\$ 90.00	\$ 72.00
62	3-D17 - Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	75.0	\$20.00	\$ 1,500.00	75.0	\$ 1,500.00	40.0	\$ 800.00	\$ 0.00	115.0	\$ 2,300.00	153.33%	(\$800.00)	\$ 115.00

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63	Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape) 3-D18 - Furnish and Install	Furnish and Install Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape)	715.0	\$25.00	\$ 17,875.00	695.0	\$ 17,375.00	0.0	\$ 0.00	\$ 0.00	695.0	\$ 17,375.00	97.20%	\$ 500.00	\$ 868.75
64	Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape) 3-D19 - Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	8.0	\$850.00	\$ 6,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,800.00	\$ 0.00
65	3-D20 - Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
66	3-D21 - Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
67	3-D22 - Furnish and Install LED Pedestrian Signal Head Assembly	Furnish and Install LED Pedestrian Signal Head Assembly (Symbolic) (Countdown)	8.0	\$650.00	\$ 5,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,200.00	\$ 0.00

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68	(Symbolic) (Countdown) 3-D23 - Furnish and Install Traffic Signal Cables, 2/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 2/C-#14 (Shield)	1850.0	\$1.50	\$ 2,775.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,775.00	\$ 0.00
69	3-D24 - Furnish and Install Traffic Signal Cables, 3/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 3/C-#14 (Shield)	1180.0	\$1.50	\$ 1,770.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,770.00	\$ 0.00
70	3-D25 - Furnish and Install Traffic Signal Cables, 5/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 5/C-#14 (Shield)	1220.0	\$1.80	\$ 2,196.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,196.00	\$ 0.00
71	3-D26 - Furnish and Install Traffic Signal Cables, 7/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 7/C-#14 (Shield)	2940.0	\$2.20	\$ 6,468.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,468.00	\$ 0.00
72	3-D27 - Furnish and Install #4 Thin Service Wire	Furnish and Install #4 Thin Service Wire	495.0	\$1.50	\$ 742.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 742.50	\$ 0.00
73	3-D28 - Furnish and Install Emergency Vehicle Preemption System	Furnish and Install Emergency Vehicle Preemption System	4.0	\$2,200.00	\$ 8,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,800.00	\$ 0.00
74	3-D29 - Furnish and Install Traffic Signal Sawcut Loop Detector	Furnish and Install Traffic Signal Sawcut Loop Detector	965.0	\$9.50	\$ 9,167.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,167.50	\$ 0.00
75	3-D30 - Furnish and Install ITS Controller Cabinet Assembly (Mode 340) (TypeA2070L)	Furnish and Install ITS Controller Cabinet Assembly (Mode 340) (TypeA2070L)	1.0	\$25,300.00	\$ 25,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 25,300.00	\$ 0.00



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76	3-D31 - Furnish, Install, and Program Uninterruptible Power Supply	Furnish, Install, and Program Uninterruptible Power Supply	1.0	\$7,200.00	\$ 7,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,200.00	\$ 0.00
77	3-D32 - Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	1.0	\$1,600.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
78	3-D33 - Furnish and Install WIMAX	Furnish and Install WIMAX	1.0	\$2,800.00	\$ 2,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,800.00	\$ 0.00
79	3-D34 - Furnish and Install Accessible Pedestrian Push Button Station	Furnish and Install Accessible Pedestrian Push Button Station	1.0	\$7,900.00	\$ 7,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,900.00	\$ 0.00
80	3-D35 - Furnish and Install GPS Serial Communication Module	Furnish and Install GPS Serial Communication Module	1.0	\$900.00	\$ 900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 900.00	\$ 0.00
81	4-E1 - Storm Water Pollution Prevention Plan Implementation and Maintenance	Storm Water Pollution Prevention Plan Implementation and Maintenance	1.0	\$3,900.00	\$ 3,900.00	0.51	\$ 1,989.00	0.17	\$ 663.00	\$ 0.00	0.68	\$ 2,652.00	68.00%	\$ 1,248.00	\$ 132.60
82	4-E2 - Furnish and Install Inlet Protection Barriers	Furnish and Install Inlet Protection Barriers	170.0	\$4.50	\$ 765.00	165.0	\$ 742.50	0.0	\$ 0.00	\$ 0.00	165.0	\$ 742.50	97.06%	\$ 22.50	\$ 37.13
83	4-E3 - Furnish and Install Reinforced Filter Fabric Fence	Furnish and Install Reinforced Filter Fabric Fence	1380.0	\$1.30	\$ 1,794.00	1090.0	\$ 1,417.00	0.0	\$ 0.00	\$ 0.00	1090.0	\$ 1,417.00	78.99%	\$ 377.00	\$ 70.85
84	4-E4 - Furnish and Install	Furnish and Install Stabilized Construction Exits	133.0	\$15.00	\$ 1,995.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,995.00	\$ 0.00

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85	Stabilized Construction Exits 5-F1 - Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	975.0	\$22.00	\$ 21,450.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 21,450.00		\$ 0.00
86	5-F2 - Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	1.0	\$12,900.00	\$ 12,900.00	0.0	\$ 0.00	0.54	\$ 6,966.00	\$ 0.00	0.54	\$ 6,966.00	54.00%	\$ 5,934.00		\$ 348.30
87	5-F3 - Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$10,300.00	\$ 10,300.00	0.0	\$ 0.00	0.53	\$ 5,459.00	\$ 0.00	0.53	\$ 5,459.00	53.00%	\$ 4,841.00		\$ 272.95
88	5-F4 - Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$4,500.00	\$ 4,500.00	0.0	\$ 0.00	0.53	\$ 2,385.00	\$ 0.00	0.53	\$ 2,385.00	53.00%	\$ 2,115.00		\$ 119.25
89	5-F5 - Furnish and Install Concrete Landscape Curb, Complete in Place	Furnish and Install Concrete Landscape Curb, Complete in Place	195.0	\$18.00	\$ 3,510.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,510.00		\$ 0.00
90	5-F6 - Furnish and Install Brick Seat	Furnish and Install Brick Seat Wall with Foundations, Concrete Core	43.0	\$330.00	\$ 14,190.00	0.0	\$ 0.00	6.17845	\$ 2,038.89	\$ 0.00	6.18	\$ 2,038.89	14.37%	\$ 12,151.11		\$ 101.94

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91	Wall with Foundations, Concrete Core and Cast Stone Cap, Complete in Place 5-F7 - Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	and Cast Stone Cap, Complete in Place  Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	86.0	\$240.00	\$ 20,640.00	0.0	\$ 0.00	11.0	\$ 2,640.00	\$ 0.00	11.0	\$ 2,640.00	12.79%	\$ 18,000.00	\$ 132.00
92	5-F8 - Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	4.0	\$3,000.00	\$ 12,000.00	0.0	\$ 0.00	0.5	\$ 1,500.00	\$ 0.00	0.5	\$ 1,500.00	12.50%	\$ 10,500.00	\$ 75.00
93	5-F9 - Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	51.0	\$430.00	\$ 21,930.00	0.0	\$ 0.00	7.0	\$ 3,010.00	\$ 0.00	7.0	\$ 3,010.00	13.73%	\$ 18,920.00	\$ 150.50
94	5-F10 - Remove and Transport Existing Clock	Remove and Transport Existing Clock	1.0	\$3,700.00	\$ 3,700.00	1.0	\$ 3,700.00	0.0	\$ 0.00	\$ 0.00	1.0	\$ 3,700.00	100.00%	\$ 0.00	\$ 185.00
95	5-F11 - Furnish and Install Powder Coated Decorative	Furnish and Install Powder Coated Decorative Metal Fencing, Complete in Place	84.0	\$430.00	\$ 36,120.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 36,120.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
96	Metal Fencing, Complete in Place 5-F12 - Furnish and Install Landscape Drains, Complete in Place	Furnish and Install Landscape Drains, Complete in Place	6.0	\$900.00	\$ 5,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,400.00	\$ 0.00
97	5-F13 - Furnish and Install French Drain, Complete in Place	Furnish and Install French Drain, Complete in Place	375.0	\$20.00	\$ 7,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,500.00	\$ 0.00
98	5-F14 - Furnish and Install 8" PVC Drain Line, Complete in Place	Furnish and Install 8" PVC Drain Line, Complete in Place	125.0	\$55.00	\$ 6,875.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,875.00	\$ 0.00
99	5-F15 - Furnish and Install Sod Turf, Complete in Place	Furnish and Install Sod Turf, Complete in Place	10200.0	\$0.55	\$ 5,610.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,610.00	\$ 0.00
100	5-F16 - Furnish and Install 65 Gallon Live Oak, Complete in Place	Furnish and Install 65 Gallon Live Oak, Complete in Place	26.0	\$1,300.00	\$ 33,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 33,800.00	\$ 0.00
101	5-F17 - Furnish and Install 45 Gallon Bald Cypress, Complete in Place	Furnish and Install 45 Gallon Bald Cypress, Complete in Place	9.0	\$800.00	\$ 7,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,200.00	\$ 0.00
102	5-F18 - Furnish and Install 30" Box Mexican Sycamore, Complete in Place	Furnish and Install 30" Box Mexican Sycamore, Complete in Place	3.0	\$1,300.00	\$ 3,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,900.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
103	5-F19 - Furnish and Install 45 Gallon Chaste Tree, Complete in Place	Furnish and Install 45 Gallon Chaste Tree, Complete in Place	6.0	\$800.00	\$ 4,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,800.00	\$ 0.00
104	5-F20 - Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	50.0	\$55.00	\$ 2,750.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,750.00	\$ 0.00
105	5-F21 - Furnish and Install 1 Gallon Lantana, Complete in Place	Furnish and Install 1 Gallon Lantana, Complete in Place	60.0	\$35.00	\$ 2,100.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,100.00	\$ 0.00
106	5-F22 - Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	64.0	\$35.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
107	5-F23 - Furnish and Install 1 Gallon Maiden Grass, Complete in Place	Furnish and Install 1 Gallon Maiden Grass, Complete in Place	32.0	\$35.00	\$ 1,120.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,120.00	\$ 0.00
108	5-F24 - Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	72.0	\$35.00	\$ 2,520.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,520.00	\$ 0.00
109	5-F25 - Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	266.0	\$35.00	\$ 9,310.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,310.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
110	6-G1 - Furnish and Install Irrigation Service Tap and Meter, Complete in Place	Furnish and Install Irrigation Service Tap and Meter, Complete in Place	1.0	\$3,500.00	\$ 3,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,500.00	\$ 0.00
111	6-G2 - Furnish and Install Backflow Device with Enclosure, Complete in Place	Furnish and Install Backflow Device with Enclosure, Complete in Place	1.0	\$1,200.00	\$ 1,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,200.00	\$ 0.00
112	6-G3 - Furnish and Install Controller with Sensors, Complete in Place	Furnish and Install Controller with Sensors, Complete in Place	1.0	\$5,800.00	\$ 5,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,800.00	\$ 0.00
113	6-G4 - Furnish and Install Control Valves with Box, Complete in Place	Furnish and Install Control Valves with Box, Complete in Place	6.0	\$1,500.00	\$ 9,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,000.00	\$ 0.00
114	6-G5 - Furnish and Install Pop-UP Spray Zone, Complete in Place	Furnish and Install Pop-UP Spray Zone, Complete in Place	2100.0	\$3.00	\$ 6,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,300.00	\$ 0.00
115	6-G6 - Furnish and Install Drip Tubing Zone, Complete in Place	Furnish and Install Drip Tubing Zone, Complete in Place	800.0	\$3.00	\$ 2,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,400.00	\$ 0.00
116	6-G7 - Furnish and Install Irrigation Mainline Complete with Control Wire Bundle,	Furnish and Install Irrigation Mainline Complete with Control Wire Bundle, Complete in Place	240.0	\$20.00	\$ 4,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,800.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
117	Complete in Place 6-G8 - Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	75.0	\$30.00	\$ 2,250.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,250.00	\$ 0.00
118	7-H1 - Extra Hand Excavation	Extra Hand Excavation	50.0	\$10.00	\$ 500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 500.00	\$ 0.00
119	7-H2 - Extra Machine Excavation	Extra Machine Excavation	50.0	\$20.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
120	7-H3 - Extra Removal of Miscellaneous Concrete and Masonry	Extra Removal of Miscellaneous Concrete and Masonry	50.0	\$30.00	\$ 1,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,500.00	\$ 0.00
121	7-H4 - Excavation Around Obstructions	Excavation Around Obstructions	50.0	\$20.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
122	7-H5 - Extra Placement of Backfill Material	Extra Placement of Backfill Material	50.0	\$15.00	\$ 750.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 750.00	\$ 0.00
123	7-H6 - Extra Cement Stabilized Sand	Extra Cement Stabilized Sand	50.0	\$25.00	\$ 1,250.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,250.00	\$ 0.00
124	7-H7 - Furnish and Install HMAc Level-Up, all Depths, Complete in Place	Furnish and Install HMAc Level-Up, all Depths, Complete in Place	25.0	\$80.00	\$ 2,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00
125	7-H8 - Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	20.0	\$80.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
126	7-H9 - Ground Water Control for	Ground Water Control for Open Cut Construction	100.0	\$25.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
127	Open Cut Construction 7-H10 - Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	2.0	\$250.00	\$ 500.00	2.0	\$ 500.00	0.0	\$ 0.00	\$ 0.00	2.0	\$ 500.00	100.00%	\$ 0.00	\$ 25.00
128	7-H11 - PPCA Sampling and Analysis	PPCA Sampling and Analysis	1.0	\$1,000.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
129	8-I6 - Transport and Reinstall Existing Clock,including Electrical Connection and Foundation, Complete in Place	Transport and Reinstall Existing Clock,including Electrical Connection and Foundation, Complete in Place	1.0	\$14,000.00	\$ 14,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 14,000.00	\$ 0.00
130	8-I7 - Landscape Maintenance	Landscape Maintenance	12.0	\$2,000.00	\$ 24,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 24,000.00	\$ 0.00
		TOTALS:			\$ 1,145,903.00		\$ 364,192.07		\$ 115,863.76	\$ 0.00		\$ 480,055.83	41.89%	\$ 665,847.17	\$ 24,002.82

Whole Change Order Packages

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
131	PCCO#001								
131.1	PCO#001								
131.1.1	8-I5 Refurbish and Reinstall Existing Clock, including Electrical Connection and Foundation, Complete in Place	\$ 15,300.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 15,300.00	\$ 0.00



A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
131.1.2	8-I12 Zicla "Armadillo" Protective Barrier	\$ 18,270.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 18,270.00	\$ 0.00
131.1.3	8-I4 Storage of clock 6J-A	\$ 7,500.00	\$ 7,500.00	\$ 0.00	\$ 0.00	\$ 7,500.00	100.00%	\$ 0.00	\$ 375.00
131.1.4	8-I8 A-1 Furnish and Install 6-inch Wide White Guide Pavement	\$ 7,011.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 7,011.00	\$ 0.00
131.1.5	8-I9 A-2 Furnish and Install 4-inch Wide Double Yellow	\$ 3,082.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,082.00	\$ 0.00
131.1.6	8-I10 A-3 Furnish and Install 4-Inch wide broken pavement markings, Complete in place.	\$ 1,031.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,031.80	\$ 0.00
131.1.7	8-I11 A-4 Furnish and Install 24-inch Solid Green Pavement Marking, Complete in Place	\$ 4,796.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 4,796.00	\$ 0.00
131.1.8	1-B28 Furnish and Install 6-inch Solid Green Pavement	\$ 260.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 260.28	\$ 0.00
131.1.9	1-B26 Furnish and Install 6-inch Solid Green Pavement	\$ 6,650.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 6,650.00	\$ 0.00
131.1.10	1-B30	\$ 600.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 600.00	\$ 0.00
131.1.11	1-B31	\$ 32.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 32.00	\$ 0.00
131.1.12	1-B32	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 450.00	\$ 0.00
131.1.13	1-B33	\$ 3,060.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 3,060.00	\$ 0.00
132	PCCO#002								
132.1	PCO#002								
132.1.1	1-B4 Saw cut additional lengths for base failure repairs	\$ 1,014.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,014.00	\$ 0.00
132.1.2	1-B6 LTS installed to replace deteriorated base material	\$ 528.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 528.00	\$ 0.00
132.1.3	1-B1 Additional removal of pavement	\$ 416.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 416.00	\$ 0.00
132.1.4	1-B13 Additional 44.3 linear feet of 5 foot wide Sidewalk on Wrightwood that was heavily degraded and damaged	\$ 1,550.50	\$ 0.00	\$ 1,550.50	\$ 0.00	\$ 1,550.50	100.00%	\$ 0.00	\$ 77.53
132.1.5	1-B9 Additional milling to cover the multiple patches in the road that have been made over the past year	\$ 384.80	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 384.80	\$ 0.00
132.1.6	1-B10 Additional milling to cover the multiple patches in the road that have been made over the past year	\$ 1,144.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 1,144.00	\$ 0.00

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
132.1.7	1-B11 Additional road repair on Wrightwood	\$ 2,240.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
	TOTALS:	\$ 75,320.38	\$ 7,500.00	\$ 1,550.50	\$ 0.00	\$ 9,050.50	12.02%	\$ 66,269.88	\$ 452.53

Grand Totals

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	\$ 1,228,027.69	\$ 372,372.50	\$ 117,414.26	\$ 0.00	\$ 489,786.76	39.88%	\$ 738,240.93	\$ 24,489.37

DOCUMENT DETAIL SHEET - APPLICATION AND CERTIFICATE FOR PAYMENT

**CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS**

**THE STATE OF TEXAS**

§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF HARRIS** §

The undersigned J Lira, states that he is the  
[Affiant]

Controller, of RAC Industries LLC  
(Contractor)

and that he is duly authorized to execute this Certification of Payment to Subcontractors, and Suppliers; that Contractor has made payments to Contractors, Subcontractors, and Suppliers for all labor, materials, equipment and services furnished for work constituting the whole construction of approximately \$200,726 .

(Contract/Project Number T 0520 Houston Avenue and White Oak Intersection Improvements) and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Affiant's Signature]

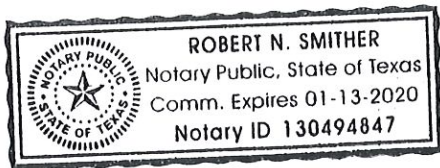
J Lira

SWORN AND SUBSCRIBED before me on

12/20/2018

[Date]

Robert N. Smither  
Notary Public in and for the State of TEXAS



ROBERT N. SMITHER  
[Print or type Notary Public name]

My Commission Expires: 1-13-2020  
[Expiration Date]

### MWSDBE Utilization Schedule

<b>Status as of:</b>	12/20/18
<b>Project Name:</b>	Houston Avenue and White Oak Drive Intersection Improvements
<b>WBS Number</b>	N-T05000-0004-3
<b>Company Name</b>	RAC Industries, LLC



Month	Total	D. Solis Trucking	GMJ Asphalt Paving	Sub 3 (Enter Name)	Sub 4 (Enter Name)
8/23/2018-09/20/2018	\$0	\$0		\$0	\$0
9/21/2018-10/20/2018	\$0	\$0		\$0	\$0
10/21/2018-11/20/2018	\$12,442	\$12,442		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
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	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
	\$0	\$0		\$0	\$0
\$	\$12,442	\$12,442		\$0	\$0
%	1.02%	1.02%		0.00%	0.00%

Contract Amount:	\$1,222,750
Goal %	20.00%
*(Rev)Projected Goal%	8.21%
(Rev) Goal \$	\$100,388
Project Goal \$	\$12,442

\*\*\*Note: Actual dollar amounts are assumed if the date is in the past, otherwise numbers reflect projected dollar amounts.

\* See worksheet for explanation

# ATTACHMENT B

City of Houston  
Affirmative Action and Contract Compliance  
MWSBE Monthly Utilization Report  
Report Period 11/21/2018 thru 12/20/2018

PROJECT NAME & NUMBER HOUSTON AVENUE & WHITE OAK DRIVE INTERSECTION IMPROVEMENTS REPORT DATE 12/20/2018  
PRIME CONTRACTOR RAC Industries CONTRACT NO. T-0520  
ADDRESS 3207 Preston Pasadena, Texas 77505 CONTRACT AMOUNT \$1,145,903.00  
LIAISON Ted Labuzan, Project Manager MWSBE GOAL 20% 8.21 %  
PHONE 832-475-6265  
PRIME AMOUNT PAID BY COH TO DATE \$ 72,043 -

SUB/VENDOR NAME	DATE OFF AA CERTIFICATION	SUBCONTRACT AMOUNT	%OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	%OF CONTRACT TO DATE	RETAINAGE HELD
GMJ Asphalt Paving	current	\$81,190	7.01				
*Reliable Signal	current	\$232,824	20.34				
D. Solis Trucking, Inc.	current	\$13,500	1.2	\$3,892	\$12,442	1.09	
<b>TOTALS</b>			28.5 8.21	3,892	12,442	1.09	

SUBMIT BY THE 15<sup>TH</sup> DAY FOLLOWING THE END OF THE REPORTING PERIOD TO: OFFICE OF BUSINESS OPPORTUNITY

ATTN: CARLECIA D. WRIGHT

611 WALKER, 7<sup>TH</sup> FLOOR

HOUSTON, TEXAS 77002

832-393-0600

FAX: 832-393-0622

\* Reliable Signal pre-bid quoted their scope on the job and was awarded their entire scope in timely manner. Then, they refused to honor quote and perform the work. All of the other materials and subcontractors for project had been committed. Therefore, the goal is reduced to shown amount. The only DBE that existed in our committed list is D. Solis Trucking which has been added. Reliable quote and contact info is attached.

00640-10  
MAY 2018

RAC Industries LLC  
 attn to. J. Lira  
 3207 Preston Ave  
 PASADENA, TX 77505  
 United States of America

STREETLIFE DESIGN & PROJECTS bv  
 Herengracht 36  
 2312 LD Leiden  
 The Netherlands

T +31 [0] 71-333 3375  
 F +31 [0] 71-333 3349

streetlife@streetlifeamerica.com  
 www.streetlife.nl

**Invoice reference:** 21890241  
**Project reference:** TLUB / NA18074 US  
**Issue date (DD/MM/YY):** 14/12/2018  
**Due date (DD/MM/YY):** 13/01/2019

## INVOICE

Art. Code	Description	Amount	Unitprice	%	Amount
	Client reference: Job number 147				
	Our reference: NA18074 US - Houston Ave / White Oak Intx - Houston, TX				
	100% Final Invoice, goods delivered week 50 of 2018				
0100PA	Goods specified on order confirmation 20189575	1	14.810,00		14.810,00
0100PA-LO-FSC	FSC® 100% Louro - R&R-C-TOP-660-60-PC	1	0,00		0,00
0100PA-LO-FSC	FSC® 100% Louro - R&R-C-TOP-440-60-PC	1	0,00		0,00
0100PA-LO-FSC	FSC® 100% Louro - R&R-C-TOP-220-60-PC	1	0,00		0,00
0002TR	Transport				2.290,00
0021DF	Deposit Payment, invoice 21890190				-8.550,00
	Amount left to be paid is USD 17.100,00				
	Payment by wire transfer (preferred) or check only, no credit cards				

Curr.	Invoice amount
USD	8.550,00

Payment terms: 30 days after date of invoice

Please use payment reference: 21890241 + NA18074 US

**BIC no. ABNANL2A** **IBAN no. NL76 ABNA0504011774**

Streetlife bv General Terms of Delivery apply to all transactions

All items in this document marked with FSC® are delivered under Certificate SGSCH-COC-008651

Tax No. NL.8213.12.674.B01

Chamber of Commerce No. 27.355.160



## Invoice for Cast Stone

Siteworks, Inc.  
363 W. Canino Rd.  
Houston, TX 77037

Date 12/21/2018 Your Order: Job Number 10093 Invoice # 18042

To Ted  
RAC Industries, LLC  
3207 Preston Ave  
Pasadena TX 77505

Original Contract:	\$9,188.89
Sum Change Orders:	
Net Contract to Date:	\$9,188.89
Completed to Date:	\$9,188.89
Balance to Complete	\$0.00

### Manufactured for:

Houston Ave. & White Oak Intersection Improvements

This Invoice:	\$9,188.89
Sales Tax:	

Includes:

**Please Pay: \$9,188.89**

### Important

This invoice does not charge for State or Local Sales or Use Tax, unless specified.  
This bill is for work in progress to date, including shop drawings and stored material.  
Unless we receive a counter-claim within 10 days, this bill will be subject to no further dispute

-----REMITTANCE COPY-----

Please return this portion with y



## Invoice for Cast Stone

Siteworks, Inc.  
363 W. Canino Rd.  
Houston, TX 77037  
281-931-1000

Date 12/21/2018 Your Order: Job Number 10093 Invoice # 18042

To  
RAC Industries, LLC  
3207 Preston Ave  
Pasadena TX 77505

Original Contract:	\$9,188.89
Sum Change Orders:	
Net Contract to Date:	\$9,188.89
Completed to Date:	\$9,188.89
Balance to Complete	\$0.00

### Manufactured for:

Houston Ave. & White Oak Intersection Improvements

This Invoice:	\$9,188.89
Sales Tax:	N/A

Includes:

**Please Pay: \$9,188.89**



## Invoice for Cast Stone

Siteworks, Inc.  
363 W. Canino Rd.  
Houston, TX 77037

Date 12/21/2018 Your Order: Job Number 10093 Invoice # 18042

To Ted  
RAC Industries, LLC  
3207 Preston Ave  
Pasadena TX 77505

Original Contract:	\$8,838.89
Sum Change Orders:	
Net Contract to Date:	\$9,188.89
Completed to Date:	
Balance to Complete	\$9,188.89

### Manufactured for:

Houston Ave. & White Oak Intersection Improvements

This Invoice:	\$9,188.89
Sales Tax:	

Includes:

**Please Pay: \$9,188.89**

### Important

This invoice does not charge for State or Local Sales or Use Tax, unless specified.  
This bill is for work in progress to date, including shop drawings and stored material.  
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## Invoice for Cast Stone

Siteworks, Inc.  
363 W. Canino Rd.  
Houston, TX 77037  
281-931-1000

Date 12/21/2018 Your Order: Job Number 10093 Invoice # 18042

To  
RAC Industries, LLC  
3207 Preston Ave  
Pasadena TX 77505

Original Contract:	\$8,838.89
Sum Change Orders:	
Net Contract to Date:	\$9,188.89
Completed to Date:	
Balance to Complete	\$9,188.89

### Manufactured for:

Houston Ave. & White Oak Intersection Improvements

This Invoice:	\$9,188.89
Sales Tax:	N/A

Includes:

**Please Pay: \$9,188.89**



SMW Principle Solutions, Inc.  
1900 West Gray- P.O. Box130627  
Houston, TX 77219  
sherry@SMWPrincipleSolutions.com

## INVOICE

**BILL TO**  
MHRA/TIRZ 5

**INVOICE #** 1142  
**DATE** 12/31/2018  
**DUE DATE** 01/30/2019  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting Agreement</b> December 2018 Consulting Agreement	1	8,000.00	8,000.00
<b>Mileage Reimbursement</b> Mileage December 2018	1	86.22	86.22
<b>Reimbursable Expenses</b> Reimbursable Expenses December 2018	1	137.20	137.20

BALANCE DUE

**\$8,223.42**

Project Charges December 2018 (hours)

- Projects
  - T – 0512 White Oak Bayou Trail System– 0
  - T- 0516 Heights Boulevard Connector Trail -0
  - T- 0517 White Oak Bayou Remediation/Channel – 0
  - T-0518 Olivewood Trailhead- 0
  - T- 0520 Houston Avenue – 15
  - T- 0521 Little Thicket Park Improvements-9.5
  - T-0523A Shepherd Drive Reconstruction Project -11
  - T-0523B Durham Drive Reconstruction Project– 11
  - T-0524 Street Trees – 0
  - T-0029 Yale @ Center -0

Mileage  
December, 2018

Reimbursement Rate (2018)						0.545
Date	Business Purpose	Start Location	End Location	One Way or Round Trip	Miles- Per Google Map	Reimbursement
12/4/2018	Houston Avenue Field Meeting	422 Peden	212 Parkview	RT	8.1	\$4.41
12/5/2018	Hanover Meeting	422 Peden	5847 San Felipe	RT	16.0	\$8.72
12/6/2018	Hanover Engineering Meeting	422 Peden	6330 West Loop	RT	15.0	\$8.18
12/11/2018	Public Session - City Hall	422 Peden	901 Bagby	RT	3.6	\$1.96
12/12/2018	Public Hearing - City Hall	422 Peden	901 Bagby	RT	3.6	\$1.96
12/12/2018	Meeting with CM Robinson	422 Peden	900 Bagby	RT	3.6	\$1.96
12/14/2018	Hanover Engineering Meeting	422 Peden	6330 West Loop	RT	15.0	\$8.18
12/14/2018	HGAC Prep Meeting	422 Peden	3200 Travis	RT	2.2	\$1.20
12/18/2018	Houston Avenue Field Meeting	422 Peden	212 Parkview	RT	8.1	\$4.41
12/18/2018	Public Session - City Hall	422 Peden	901 Bagby	RT	3.6	\$1.96
12/19/2018	HGAC Shepherd/Durham Meeting	422 Peden	3555 Timmons	RT	10.2	\$5.56
12/19/2018	Council Meeting - City Hall	422 Peden	901 Bagby	RT	3.6	\$1.96
12/20/2018	Hanover Discussion with Econ. Dev	422 Peden	901 Bagby	RT	3.6	\$1.96
12/26/2018	Checks - SKLaw	422 Peden	1980 Post Oak	RT	15.2	\$8.28
12/27/2018	Check Signatures	422 Peden	1367 Arlington	RT	8.2	\$4.47
12/28/2018	Hanover Discussion SK Law	422 Peden	1980 Post Oak	RT	15.2	\$8.28
12/28/2018	Check - Kvinta	422 Peden	2306 McCue	RT	15.2	\$8.28
12/28/2018	Check - Colom	422 Peden	1367 Arlington	RT	8.2	\$4.47
			Total Mileage		158.2	
			Total Reimbursement			\$86.22

December 2018

SMW Principle Solutions, Inc.  
Reimbursable Expenses - MHRA

Date	Business Purpose	Vendor	Reimbursable expense
12/11/2018	City of Houston Public Session	Theater District Parking	\$12.00
12/12/2018	City of Houston Public Hearing	Park Mobil	\$4.20
12/12/2018	Meeting with CM Robinson	Theater District Parking	\$12.00
12/18/2018	City of Houston Public Session	Park Mobil	\$4.20
12/19/2018	City of Houston City Council Meeting	Theater District Parking	\$12.00
12/20/2018	Hanover Meeting with Andy Icken	Theater District Parking	\$12.00
12/20/2018	Copies for Hanover meeting 108 B&W 126 Color Copies (8.5 x 11)		\$79.20
12/28/2018	Copies for Hanover meeting 8 B&W (legal)		\$1.60
		Total Reimburable Expenses	\$137.20

**Unpaid Bills and Invoices**  
**December 10, 2018**

**Memorial Heights Redevelopment Authority**  
**Unpaid Bills Detail**  
**As of December 10, 2018**

Type	Date	Num	Due Date	Memo	Open Balance
<b>Goodman Corporation</b>					
Bill	11/30/2018	11-2018-1	12/10/2018	MRA105 Project - Completion of TIP Process	7,118.15
Total Goodman Corporation					7,118.15
<b>RAC Industries, Inc.</b>					
Bill	11/30/2018	Pay Reque...	12/10/2018	Pay Request 2 - \$1,145,903 Contract	148,645.03
Total RAC Industries, Inc.					148,645.03
<b>Sanford Kuhl Hagan Kugle Parker Kahn</b>					
Bill	11/30/2018	18-1976	12/10/2018	Admin/Meeting through November 2018	1,917.71
Bill	11/30/2018	18-1977	12/10/2018	General Legal services through November 2018	3,946.13
Bill	11/30/2018	18-1978	12/10/2018	Legal services through November 2018	127.50
Bill	11/30/2018	18-1979	12/10/2018	General Legal services through November 2018	810.00
Bill	11/30/2018	18-1980	12/10/2018	Legal services through November 2018	482.50
Bill	11/30/2018	18-1981	12/10/2018	Legal services through November 2018	1,950.00
Total Sanford Kuhl Hagan Kugle Parker Kahn					9,233.84
<b>SMW Principle Solutions, Inc.</b>					
Bill	11/30/2018	1138	12/10/2018	November Consulting 2018	8,059.74
Total SMW Principle Solutions, Inc.					8,059.74
<b>The Morton Accounting Services</b>					
Bill	11/30/2018	1822	12/10/2018	November CPA Services	1,256.70
Total The Morton Accounting Services					1,256.70
<b>TOTAL</b>					<b>174,313.46</b>

TX ID 74-2189805

Date	Invoice #
11/30/2018	11-2018-1

MHRA/TIRZ No. 5  
c/o SKLaw  
1980 Post Oak Blvd., Ste. 1380  
Houston, TX 77056

MRA105

<b>Total</b>	<b>\$7,118.15</b>
--------------	-------------------

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

November 27, 2018

Board of Directors  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
c/o Sanford & Kuhl  
1980 Post Oak Boulevard  
Suite 1380  
Houston, TX 77056

Attention: Laura Davis

Re: Houston Avenue & White Oak Drive Intersection Improvements  
Memorial Heights Redevelopment Authority / TIRZ No. 5  
Project Number: T-0520

Dear Directors:

Enclosed is Progress Payment Request No. 2 from RAC Industries, LLC for the referenced project. The estimate is in order and we recommend payment in the amount of \$148,645.03 to RAC Industries, LLC.

Also enclosed is Construction Progress Report No. 2. This report covers construction activities for the referenced project during the period September 21, 2018 to October 20, 2018.

Sincerely,



Kristen Hennings PE, CFM, LEED® Green  
Associate

KJH:jim

...\\Box Sync\\HAWO\\Project Folder\\Pay Estimates\\PE #2 – HAWO

Enclosure

cc: RAC Industries, LLC  
Ms. Melissa Morton – The Morton Associates (*via email*)



November 27, 2018

Construction Progress Report No. 2

Period September 21, 2018 to October 20, 2018

Houston Avenue & White Oak Drive Intersection Improvements

Memorial Heights Redevelopment Authority / TIRZ No. 5

Project Number: T-0520

Contract:

- A. Contractor: RAC Industries, LLC
- B. Contract Date: August 23, 2018
- C. Authorization to Proceed: August 23, 2018 (180 Calendar Days)
- D. Completion Date: February 19, 2019
- E. Contract Time Used: 70 Calendar Days (39%)

I. General

The contractor installed phase 1 storm water collection system, adjusted valve covers, adjusted meter boxes, adjusted manhole covers, adjusted curbs, installed the phase 1 sidewalks and asphalt in addition to transporting the clock offsite and removed the existing pole foundation and controller.

II. Change Orders

None issued this report.

III. Completion Report

A. Estimated Cost as of this Report Period

1.	Contract Bid Price	\$ 1,145,903.00
2.	Change Orders	\$ 0.00
3.	Total Estimated Contract Price	\$ 1,145,903.00

B. Actual cost as of this Report \$ 232,303.36

C. Amount Retained (5% of B) \$ 11,615.18

D. Total Paid Contractor \$ 220,688.18

E. Estimated Cost Remaining (A.3 - B) \$ 1,073,859.85

F. Construction Complete (B/A.3) 20.27%

IV. Frequency of Observation

A. Field Representative - Periodically, on-site daily

B. Engineer Observation - Once weekly, on-site

V. Problems

No Problems This Report.

## TO OWNER/CLIENT:

Memorial Heights Redevelopment Authority/TIRZ 5  
1900 West Gray PO Box 130627  
Houston, Texas 77219

## PROJECT:

HAWO - Houston Ave & White Oak Dr  
Intersection  
2520 Houston Ave  
Houston, Texas 77009

APPLICATION NO: 2

INVOICE NO: 2

PERIOD: 09/21/18 - 10/20/18

PROJECT NO: 14760-0002-00

CONTRACT DATE: 08/23/2018

## FROM CONTRACTOR:

RAC Industries, Inc.  
2512 Cocoa Ln  
Pasadena, Texas 77502

## VIA ARCHITECT/ENGINEER:

Kristen Hennings (JonesCarter, Houston)  
6330 West Loop South, Suite 150  
Bellaire, Texas 77401

CONTRACT FOR: HAWO - Houston Ave & White Oak Dr Intersection Prime Contract  
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$ 1,145,903.00
2.	Net change by change orders	\$ 0.00
3.	Contract sum to date (line 1 ± 2)	\$ 1,145,903.00
4.	Total completed and stored to date (Column G on detail sheet)	\$ 232,303.36
5.	Retainage:	
	a. 5.00% of completed work:	\$ 11,615.18
	b. 0.00% of stored material:	\$ 0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$ 11,615.18
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$ 220,688.18
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$ 72,043.15
8.	Current payment due:	\$ 148,645.03
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$ 925,214.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$ 0.00	\$ 0.00
Total approved this Month:	\$ 0.00	\$ 0.00
Totals:	\$ 0.00	\$ 0.00
Net change by change orders:	\$ 0.00	

The undersigned 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 which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: RAC Industries, Inc.

By: Ted LubyState of: TEXASCounty of: HARRIS

Subscribed and sworn to before

me this

20th

day of

NOVEMBER 2018Date: 11/20/2018

Notary Public:

My commission expires: 01-13-2019

## ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$ 148,645.03

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm to the amount certified)

ARCHITECT/ENGINEER:

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 the rights of the Owner/Client or Contractor under this Contract.

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Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 2  
APPLICATION DATE: 10/23/2018  
PERIOD: 09/21/18 - 10/20/18  
ARCHITECTS/ENGINEERS PROJECT NO:

Contract Lines

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
1	0-A1 - Mobilization	Mobilization	1.0	\$75,000.00	\$ 75,000.00	0.25	\$ 18,750.00	0.75	\$ 56,250.00	\$ 0.00	1.0	\$ 75,000.00	100.00%	\$ 0.00	\$ 3,750.00
2	0-A2 - Traffic Control and Regulation	Traffic Control and Regulation	1.0	\$25,000.00	\$ 25,000.00	0.17	\$ 4,250.00	0.17	\$ 4,250.00	\$ 0.00	0.34	\$ 8,500.00	34.00%	\$ 16,500.00	\$ 425.00
3	0-A3 - Uniformed Peace Officers and Flagmen	Uniformed Peace Officers and Flagmen	1.0	\$7,500.00	\$ 7,500.00	0.17	\$ 1,275.00	0.17	\$ 1,275.00	\$ 0.00	0.34	\$ 2,550.00	34.00%	\$ 4,950.00	\$ 127.50
4	0-A4 - Implement and Maintain Tree Protection Plan	Implement and Maintain Tree Protection Plan	1.0	\$11,400.00	\$ 11,400.00	0.17	\$ 1,938.00	0.17	\$ 1,938.00	\$ 0.00	0.34	\$ 3,876.00	34.00%	\$ 7,524.00	\$ 193.80
5	0-A5 - Remove Existing Tree, All Diameters	Remove Existing Tree, All Diameters	4.0	\$500.00	\$ 2,000.00	0.0	\$ 0.00	1.0	\$ 500.00	\$ 0.00	1.0	\$ 500.00	25.00%	\$ 1,500.00	\$ 25.00
6	0-A6 - Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	Adjust Existing Manhole Frame, Grates, and Cover to Grade, Complete in Place	6.0	\$660.00	\$ 3,960.00	0.0	\$ 0.00	1.0	\$ 660.00	\$ 0.00	1.0	\$ 660.00	16.67%	\$ 3,300.00	\$ 33.00
7	0-A7 - Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	Remove and Relocate Existing Wooden Bollard, Including New Foundation, Complete in Place	45.0	\$160.00	\$ 7,200.00	22.0	\$ 3,520.00	0.0	\$ 0.00	\$ 0.00	22.0	\$ 3,520.00	48.89%	\$ 3,680.00	\$ 176.00
8	0-A8 - Project Sign, Complete in Place	Project Sign, Complete in Place	2.0	\$800.00	\$ 1,600.00	2.0	\$ 1,600.00	0.0	\$ 0.00	\$ 0.00	2.0	\$ 1,600.00	100.00%	\$ 0.00	\$ 80.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
9	1-B1 - Remove and Dispose Existing Pavement with or without base, curb, or surface	Remove and Dispose Existing Pavement with or without base, curb, or surface	5482.0	\$5.20	\$ 28,506.40	92.1	\$ 478.92	750.0	\$ 3,900.00	\$ 0.00	842.1	\$ 4,378.92	15.36%	\$ 24,127.48	\$ 218.95
10	1-B2 - Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	Remove and Dispose Existing Sidewalks, Curb Ramps, and Driveways (all depths and materials)	1212.0	\$5.90	\$ 7,150.80	207.76	\$ 1,225.78	350.0	\$ 2,065.00	\$ 0.00	557.76	\$ 3,290.78	46.02%	\$ 3,860.02	\$ 164.54
11	1-B3 - Excavation and Grading per Drawings	Excavation and Grading per Drawings	497.0	\$16.00	\$ 7,952.00	70.0	\$ 1,120.00	86.6	\$ 1,385.60	\$ 0.00	156.6	\$ 2,505.60	31.51%	\$ 5,446.40	\$ 125.28
12	1-B4 - Sawcut Existing Pavement, Full Depth	Sawcut Existing Pavement, Full Depth	1460.0	\$6.00	\$ 8,760.00	520.0	\$ 3,120.00	0.0	\$ 0.00	\$ 0.00	520.0	\$ 3,120.00	35.62%	\$ 5,640.00	\$ 156.00
13	1-B5 - Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	Furnish and Install 7-inch High-Early Strength Reinforced Concrete Driveways, Complete in Place	134.0	\$96.00	\$ 12,864.00	0.0	\$ 0.00	125.16	\$ 12,015.36	\$ 0.00	125.16	\$ 12,015.36	93.40%	\$ 848.64	\$ 600.77
14	1-B6 - Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	Furnish and Install 8-inch Lime Treated Subgrade, Complete in Place	1651.0	\$6.60	\$ 10,896.60	0.0	\$ 0.00	750.0	\$ 4,950.00	\$ 0.00	750.0	\$ 4,950.00	45.43%	\$ 5,946.60	\$ 247.50
15	1-B7 - Furnish and Install Lime (8%), Complete in Place	Furnish and Install Lime (8%), Complete in Place	44.0	\$180.00	\$ 7,920.00	0.0	\$ 0.00	20.0	\$ 3,600.00	\$ 0.00	20.0	\$ 3,600.00	45.45%	\$ 4,320.00	\$ 180.00
16	1-B8 - Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	Furnish and Install 9-inch Crushed Limestone Base, Complete in Place	1371.0	\$21.00	\$ 28,791.00	0.0	\$ 0.00	483.0	\$ 10,143.00	\$ 0.00	483.0	\$ 10,143.00	35.23%	\$ 18,648.00	\$ 507.15

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
17	Limestone Base, Complete in Place 1-B9 - Mill and Dispose Existing Asphalt Surface (2-inch)	Mill and Dispose Existing Asphalt Surface (2-inch)	3455.0	\$3.70	\$ 12,783.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,783.50	\$ 0.00
18	1-B10 - Furnish and Install 2" HMAC Overlay	Furnish and Install 2" HMAC Overlay	3455.0	\$11.00	\$ 38,005.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 38,005.00	\$ 0.00
19	1-B11 - Furnish and Install 4" HMAC Surface (2-Inch Lifts)	Furnish and Install 4" HMAC Surface (2-inch Lifts)	1371.0	\$28.00	\$ 38,388.00	0.0	\$ 0.00	241.0	\$ 6,748.00	\$ 0.00	241.0	\$ 6,748.00	17.58%	\$ 31,640.00	\$ 337.40
20	1-B12 - Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	Furnish and Install Monolithic Concrete Curb and Gutter, Complete in Place	891.0	\$25.00	\$ 22,275.00	0.0	\$ 0.00	446.0	\$ 11,150.00	\$ 0.00	446.0	\$ 11,150.00	50.06%	\$ 11,125.00	\$ 557.50
21	1-B13 - Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Sidewalk with Light Broom Finish, Complete in Place	13678.0	\$7.00	\$ 95,746.00	5050.0	\$ 35,350.00	620.0	\$ 4,340.00	\$ 0.00	5670.0	\$ 39,690.00	41.45%	\$ 56,056.00	\$ 1,984.50
22	1-B14 - Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	Furnish and Install 4.5-inch Thick Concrete Curb Ramps, Complete in Place	1107.0	\$20.00	\$ 22,140.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 22,140.00	\$ 0.00
23	1-B15 - Furnish and Install 8-inch White Guide Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide White Guide Pavement Markings, Complete in Place	234.0	\$1.30	\$ 304.20	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 304.20	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
24	Wide White Guide Pavement Markings, Complete in Place 1-B16 - Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Double Yellow Pavement Markings, Complete in Place	749.0	\$1.20	\$ 898.80	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 898.80	\$ 0.00
25	Wide Broken Yellow Pavement Markings, Complete in Place 1-B17 - Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Broken Yellow Pavement Markings, Complete in Place	220.0	\$0.60	\$ 132.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 132.00	\$ 0.00
26	Wide Solid Yellow Pavement Markings, Complete in Place 1-B18 - Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	Furnish and Install 4-inch Wide Solid Yellow Pavement Markings, Complete in Place	433.0	\$0.60	\$ 259.80	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 259.80	\$ 0.00
27	Wide Solid White Pavement Markings, Complete in Place 1-B19 - Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 8-inch Wide Solid White Pavement Markings, Complete in Place	377.0	\$1.20	\$ 452.40	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 452.40	\$ 0.00
28	Wide Solid White Pavement Markings, Complete in Place 1-B20 - Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	Furnish and Install 12-inch Wide Solid White Pavement Markings, Complete in Place	580.0	\$2.80	\$ 1,624.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,624.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
29	1-B21 - Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid White Pavement Markings, Complete in Place	535.0	\$5.50	\$ 2,942.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,942.50	\$ 0.00
30	1-B22 - Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	Furnish and Install 24-inch Solid Green Pavement Markings, Complete in Place	272.0	\$19.00	\$ 5,168.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,168.00	\$ 0.00
31	1-B23 - Furnish and Install White Arrow Pavement Markings, Complete in Place	Furnish and Install White Arrow Pavement Markings, Complete in Place	14.0	\$130.00	\$ 1,820.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,820.00	\$ 0.00
32	1-B24 - Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	Furnish and Install White Word/Symbol Pavement Markings, Complete in Place	16.0	\$140.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
33	1-B25 - Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	Furnish and Install Truncated Dome Detectable Warning Pavers, Complete in Place	196.0	\$45.00	\$ 8,820.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,820.00	\$ 0.00
34	1-B26 - Furnish and Install Traffic Signs, Complete in Place	Furnish and Install Traffic Signs, Complete in Place	21.0	\$350.00	\$ 7,350.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,350.00	\$ 0.00
35	1-B27 - Furnish and Install 9"	Furnish and Install 9" Reinforced Concrete METRO Bus Pad, Complete in Place	52.0	\$110.00	\$ 5,720.00	17.22	\$ 1,894.20	0.0	\$ 0.00	\$ 0.00	17.22	\$ 1,894.20	33.12%	\$ 3,825.80	\$ 94.71

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36	Reinforced Concrete METRO Bus Pad, Complete in Place 2-C1 - Remove Existing Storm Sewer Inlet, All Sizes, All Depths	Remove Existing Storm Sewer Inlet, All Sizes, All Depths	8.0	\$350.00	\$ 2,800.00	0.0	\$ 0.00	1.0	\$ 350.00	\$ 0.00	1.0	\$ 350.00	12.50%	\$ 2,450.00	\$ 17.50
37	2-C2 - Remove Existing Storm Sewer Pipe, All Sizes, All Depths	Remove Existing Storm Sewer Pipe, All Sizes, All Depths	200.0	\$25.00	\$ 5,000.00	0.0	\$ 0.00	32.0	\$ 800.00	\$ 0.00	32.0	\$ 800.00	16.00%	\$ 4,200.00	\$ 40.00
38	2-C3 - Furnish and Install Type "C-1" Inlet, Complete in Place	Furnish and Install Type "C-1" Inlet, Complete in Place	6.0	\$2,700.00	\$ 16,200.00	0.0	\$ 0.00	3.0	\$ 8,100.00	\$ 0.00	3.0	\$ 8,100.00	50.00%	\$ 8,100.00	\$ 405.00
39	2-C4 - Furnish and Install Type "BB" Inlet, Complete in Place	Furnish and Install Type "BB" Inlet, Complete in Place	1.0	\$2,400.00	\$ 2,400.00	0.0	\$ 0.00	1.0	\$ 2,400.00	\$ 0.00	1.0	\$ 2,400.00	100.00%	\$ 0.00	\$ 120.00
40	2-C5 - Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	Furnish and Install Type "C" Manhole for 42-inch Diameter and smaller Storm Sewers, All depths, Complete in Place	2.0	\$3,500.00	\$ 7,000.00	0.0	\$ 0.00	1.0	\$ 3,500.00	\$ 0.00	1.0	\$ 3,500.00	50.00%	\$ 3,500.00	\$ 175.00
41	2-C6 - Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer	Furnish and Install Type "C" Manhole Top on Existing 72-inch MRC Storm Sewer with Grate Cover, All depths, Complete in Place	1.0	\$3,200.00	\$ 3,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,200.00	\$ 0.00



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42	with Grate Cover, All depths, Complete in Place 2-C7 - Furnish and Install 24-inch RCP, All Depths, Complete in Place	Furnish and Install 24-inch RCP, All Depths, Complete in Place	140.0	\$98.00	\$ 13,720.00	0.0	\$ 0.00	60.0	\$ 5,880.00	\$ 0.00	60.0	\$ 5,880.00	42.86%	\$ 7,840.00	\$ 294.00
43	2-C8 - Trench Safety System for Open Cut Construction	Trench Safety System for Open Cut Construction	140.0	\$2.00	\$ 280.00	0.0	\$ 0.00	60.0	\$ 120.00	\$ 0.00	60.0	\$ 120.00	42.86%	\$ 160.00	\$ 6.00
44	2-C9 - Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	Abandon Existing Storm Sewer Pipe, All Sizes, All Depths	20.0	\$82.00	\$ 1,640.00	0.0	\$ 0.00	8.0	\$ 656.00	\$ 0.00	8.0	\$ 656.00	40.00%	\$ 984.00	\$ 32.80
45	2-C10 - Furnish and Install Flood Gauge Assembly, Complete in Place	Furnish and Install Flood Gauge Assembly, Complete in Place	4.0	\$400.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
46	3-D1 - Remove Existing Pole Foundation/Controller	Remove Existing Pole Foundation/Controller	6.0	\$1,000.00	\$ 6,000.00	0.0	\$ 0.00	4.0	\$ 4,000.00	\$ 0.00	4.0	\$ 4,000.00	66.67%	\$ 2,000.00	\$ 200.00
47	3-D2 - Furnish and Install 30-ft mast arm pole assembly with foundation	Furnish and Install 30-ft mast arm pole assembly with foundation	1.0	\$12,500.00	\$ 12,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,500.00	\$ 0.00
48	3-D3 - Furnish and Install 35-ft mast arm pole assembly with foundation	Furnish and Install 35-ft mast arm pole assembly with foundation	2.0	\$13,500.00	\$ 27,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 27,000.00	\$ 0.00
49	3-D4 - Furnish and Install 40-ft	Furnish and Install 40-ft mast arm pole assembly with foundation	1.0	\$15,500.00	\$ 15,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 15,500.00	\$ 0.00

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50	mast arm pole assembly with foundation 3-D5 - Remove and Salvage Existing Traffic Signal Equipment	Remove and Salvage Existing Traffic Signal Equipment	1.0	\$2,500.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00
51	3-D6 - Furnish and Install Overhead Street Name Signs	Furnish and Install Overhead Street Name Signs	4.0	\$500.00	\$ 2,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00
52	3-D7 - Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	Furnish and Install Sign "Left Turn Yield on Flashing Yellow Arrow", R10-17T (36"x42")	8.0	\$300.00	\$ 2,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,400.00	\$ 0.00
53	3-D8 - Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	Furnish and Install Pedestal Pole Assembly with Screw-in Anchor Foundation	4.0	\$2,000.00	\$ 8,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,000.00	\$ 0.00
54	3-D9 - Furnish and Install Controller Cabinet Modified Foundation with Apron	Furnish and Install Controller Cabinet Modified Foundation with Apron	1.0	\$2,500.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00
55	3-D10 - Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	Furnish and Install Electrical Service Pedestal Assembly (Square D" Breakers Included)	1.0	\$5,500.00	\$ 5,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,500.00	\$ 0.00

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56	3-D11 - Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "A" Pull Box with Apron, Gravel and Ground Rod	8.0	\$870.00	\$ 6,960.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,960.00	\$ 0.00
57	3-D12 - Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "B" Pull Box with Apron, Gravel and Ground Rod	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
58	3-D13 - Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	Furnish and Install Type "C" Pull Box with Apron, Gravel and Ground Rod	1.0	\$2,200.00	\$ 2,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,200.00	\$ 0.00
59	3-D14 - Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape)	160.0	\$14.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
60	3-D15 - Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape)	600.0	\$13.00	\$ 7,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,800.00	\$ 0.00
61	3-D16 - Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape)	85.0	\$18.00	\$ 1,530.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,530.00	\$ 0.00
62	3-D17 - Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape)	75.0	\$20.00	\$ 1,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,500.00	\$ 0.00

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63	Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape) 3-D18 - Furnish and Install	Furnish and Install Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape)	715.0	\$25.00	\$ 17,875.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 17,875.00	\$ 0.00
64	Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape) 3-D19 - Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3)	8.0	\$850.00	\$ 6,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,800.00	\$ 0.00
65	3-D20 - Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF)	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
66	3-D21 - Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Verticle) (V4LF)	4.0	\$1,100.00	\$ 4,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,400.00	\$ 0.00
67	3-D22 - Furnish and Install LED Pedestrian Signal Head Assembly	Furnish and Install LED Pedestrian Signal Head Assembly (Symbolic) (Countdown)	8.0	\$650.00	\$ 5,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,200.00	\$ 0.00

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68	(Symbolic) (Countdown) 3-D23 - Furnish and Install Traffic Signal Cables, 2/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 2/C-#14 (Shield)	1850.0	\$1.50	\$ 2,775.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,775.00	\$ 0.00
69	3-D24 - Furnish and Install Traffic Signal Cables, 3/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 3/C-#14 (Shield)	1180.0	\$1.50	\$ 1,770.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,770.00	\$ 0.00
70	3-D25 - Furnish and Install Traffic Signal Cables, 5/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 5/C-#14 (Shield)	1220.0	\$1.80	\$ 2,196.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,196.00	\$ 0.00
71	3-D26 - Furnish and Install Traffic Signal Cables, 7/C- #14 (Shield)	Furnish and Install Traffic Signal Cables, 7/C-#14 (Shield)	2940.0	\$2.20	\$ 6,468.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,468.00	\$ 0.00
72	3-D27 - Furnish and Install #4 Thin Service Wire	Furnish and Install #4 Thin Service Wire	495.0	\$1.50	\$ 742.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 742.50	\$ 0.00
73	3-D28 - Furnish and Install Emergency Vehicle Preemption System	Furnish and Install Emergency Vehicle Preemption System	4.0	\$2,200.00	\$ 8,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 8,800.00	\$ 0.00
74	3-D29 - Furnish and Install Traffic Signal Sawcut Loop Detector	Furnish and Install Traffic Signal Sawcut Loop Detector	965.0	\$9.50	\$ 9,167.50	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,167.50	\$ 0.00
75	3-D30 - Furnish and Install ITS Controller Cabinet Assembly (Mode 340) (TypeA2070L)	Furnish and Install ITS Controller Cabinet Assembly (Mode 340) (TypeA2070L)	1.0	\$25,300.00	\$ 25,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 25,300.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
76	3-D31 - Furnish, Install, and Program Uninterruptible Power Supply	Furnish, Install, and Program Uninterruptible Power Supply	1.0	\$7,200.00	\$ 7,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,200.00	\$ 0.00
77	3-D32 - Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports Only)	1.0	\$1,600.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
78	3-D33 - Furnish and Install WIMAX	Furnish and Install WIMAX	1.0	\$2,800.00	\$ 2,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,800.00	\$ 0.00
79	3-D34 - Furnish and Install Accessible Pedestrian Push Button Station	Furnish and Install Accessible Pedestrian Push Button Station	1.0	\$7,900.00	\$ 7,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,900.00	\$ 0.00
80	3-D35 - Furnish and Install GPS Serial Communication Module	Furnish and Install GPS Serial Communication Module	1.0	\$900.00	\$ 900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 900.00	\$ 0.00
81	4-E1 - Storm Water Pollution Prevention Plan Implementation and Maintenance	Storm Water Pollution Prevention Plan Implementation and Maintenance	1.0	\$3,900.00	\$ 3,900.00	0.17	\$ 663.00	0.17	\$ 663.00	\$ 0.00	0.34	\$ 1,326.00	34.00%	\$ 2,574.00	\$ 66.30
82	4-E2 - Furnish and Install Inlet Protection Barriers	Furnish and Install Inlet Protection Barriers	170.0	\$4.50	\$ 765.00	0.0	\$ 0.00	85.0	\$ 382.50	\$ 0.00	85.0	\$ 382.50	50.00%	\$ 382.50	\$ 19.13
83	4-E3 - Furnish and Install Reinforced Filter Fabric Fence	Furnish and Install Reinforced Filter Fabric Fence	1380.0	\$1.30	\$ 1,794.00	500.0	\$ 650.00	190.0	\$ 247.00	\$ 0.00	690.0	\$ 897.00	50.00%	\$ 897.00	\$ 44.85
84	4-E4 - Furnish and Install	Furnish and Install Stabilized Construction Exits	133.0	\$15.00	\$ 1,995.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,995.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
85	Stabilized Construction Exits 5-F1 - Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	Furnish and Install Clay Brick Pavers on Mortar Setting Bed including Concrete Sub-Slab, Complete in Place	975.0	\$22.00	\$ 21,450.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 21,450.00	\$ 0.00
86	5-F2 - Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	Furnish and Install 7'-2 1/2" Rough and Ready Curve Top Bench, Complete in Place	1.0	\$12,900.00	\$ 12,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,900.00	\$ 0.00
87	5-F3 - Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 14'-5" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$10,300.00	\$ 10,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 10,300.00	\$ 0.00
88	5-F4 - Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	Furnish and Install 21'-8" Rough and Ready Curve Top Bench with Backrests and Armrests, Complete in Place	1.0	\$4,500.00	\$ 4,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,500.00	\$ 0.00
89	5-F5 - Furnish and Install Concrete Landscape Curb, Complete in Place	Furnish and Install Concrete Landscape Curb, Complete in Place	195.0	\$18.00	\$ 3,510.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,510.00	\$ 0.00
90	5-F6 - Furnish and Install Brick Seat	Furnish and Install Brick Seat Wall with Foundations, Concrete Core	43.0	\$330.00	\$ 14,190.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 14,190.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
91	Wall with Foundations, Concrete Core and Cast Stone Cap, Complete in Place 5-F7 - Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	and Cast Stone Cap, Complete in Place  Furnish and Install Brick Fence Wall with Foundations, Concrete Core, Cast Stone Cap and Wall Scuppers, Complete in Place	86.0	\$240.00	\$ 20,640.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 20,640.00	\$ 0.00
92	5-F8 - Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	Furnish and Install Brick Fence Columns with Foundations, CMU Core, and Cast Stone Cap, Complete in Place	4.0	\$3,000.00	\$ 12,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 12,000.00	\$ 0.00
93	5-F9 - Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	Furnish and Install Brick Sign Wall Complete with Foundations, Concrete Core, Tile Sign Insert, and Cast Stone Complete in Place	51.0	\$430.00	\$ 21,930.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 21,930.00	\$ 0.00
94	5-F10 - Remove and Transport Existing Clock	Remove and Transport Existing Clock	1.0	\$3,700.00	\$ 3,700.00	0.0	\$ 0.00	1.0	\$ 3,700.00	\$ 0.00	1.0	\$ 3,700.00	100.00%	\$ 0.00	\$ 185.00
95	5-F11 - Furnish and Install Powder Coated Decorative	Furnish and Install Powder Coated Decorative Metal Fencing, Complete in Place	84.0	\$430.00	\$ 36,120.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 36,120.00	\$ 0.00



A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
96	Metal Fencing, Complete in Place 5-F12 - Furnish and Install Landscape Drains, Complete in Place	Furnish and Install Landscape Drains, Complete in Place	6.0	\$900.00	\$ 5,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,400.00	\$ 0.00
97	5-F13 - Furnish and Install French Drain, Complete in Place	Furnish and Install French Drain, Complete in Place	375.0	\$20.00	\$ 7,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,500.00	\$ 0.00
98	5-F14 - Furnish and Install 8" PVC Drain Line, Complete in Place	Furnish and Install 8" PVC Drain Line, Complete in Place	125.0	\$55.00	\$ 6,875.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,875.00	\$ 0.00
99	5-F15 - Furnish and Install Sod Turf, Complete in Place	Furnish and Install Sod Turf, Complete in Place	10200.0	\$0.55	\$ 5,610.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,610.00	\$ 0.00
100	5-F16 - Furnish and Install 65 Gallon Live Oak, Complete in Place	Furnish and Install 65 Gallon Live Oak, Complete in Place	26.0	\$1,300.00	\$ 33,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 33,800.00	\$ 0.00
101	5-F17 - Furnish and Install 45 Gallon Bald Cypress, Complete in Place	Furnish and Install 45 Gallon Bald Cypress, Complete in Place	9.0	\$800.00	\$ 7,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 7,200.00	\$ 0.00
102	5-F18 - Furnish and Install 30" Box Mexican Sycamore, Complete in Place	Furnish and Install 30" Box Mexican Sycamore, Complete in Place	3.0	\$1,300.00	\$ 3,900.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,900.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
103	5-F19 - Furnish and Install 45 Gallon Chaste Tree, Complete in Place	Furnish and Install 45 Gallon Chaste Tree, Complete in Place	6.0	\$800.00	\$ 4,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,800.00	\$ 0.00
104	5-F20 - Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	Furnish and Install 3 Gallon Dwarf Palmetto, Complete in Place	50.0	\$55.00	\$ 2,750.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,750.00	\$ 0.00
105	5-F21 - Furnish and Install 1 Gallon Lantana, Complete in Place	Furnish and Install 1 Gallon Lantana, Complete in Place	60.0	\$35.00	\$ 2,100.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,100.00	\$ 0.00
106	5-F22 - Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	Furnish and Install 1 Gallon Gulf Coast Muhly, Complete in Place	64.0	\$35.00	\$ 2,240.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,240.00	\$ 0.00
107	5-F23 - Furnish and Install 1 Gallon Maiden Grass, Complete in Place	Furnish and Install 1 Gallon Maiden Grass, Complete in Place	32.0	\$35.00	\$ 1,120.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,120.00	\$ 0.00
108	5-F24 - Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	Furnish and Install 1 Gallon Dwarf Fountain Grass, Complete in Place	72.0	\$35.00	\$ 2,520.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,520.00	\$ 0.00
109	5-F25 - Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	Furnish and Install 1 Gallon Asian Jasmine, Complete in Place	266.0	\$35.00	\$ 9,310.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,310.00	\$ 0.00

A		B	C			D		E		F	G		H		I
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE			FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
110	6-G1 - Furnish and Install Irrigation Service Tap and Meter, Complete in Place	Furnish and Install Irrigation Service Tap and Meter, Complete in Place	1.0	\$3,500.00	\$ 3,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 3,500.00	\$ 0.00
111	6-G2 - Furnish and Install Backflow Device with Enclosure, Complete in Place	Furnish and Install Backflow Device with Enclosure, Complete in Place	1.0	\$1,200.00	\$ 1,200.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,200.00	\$ 0.00
112	6-G3 - Furnish and Install Controller with Sensors, Complete in Place	Furnish and Install Controller with Sensors, Complete in Place	1.0	\$5,800.00	\$ 5,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 5,800.00	\$ 0.00
113	6-G4 - Furnish and Install Control Valves with Box, Complete in Place	Furnish and Install Control Valves with Box, Complete in Place	6.0	\$1,500.00	\$ 9,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 9,000.00	\$ 0.00
114	6-G5 - Furnish and Install Pop-UP Spray Zone, Complete in Place	Furnish and Install Pop-UP Spray Zone, Complete in Place	2100.0	\$3.00	\$ 6,300.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 6,300.00	\$ 0.00
115	6-G6 - Furnish and Install Drip Tubing Zone, Complete in Place	Furnish and Install Drip Tubing Zone, Complete in Place	800.0	\$3.00	\$ 2,400.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,400.00	\$ 0.00
116	6-G7 - Furnish and Install Irrigation Mainline Complete with Control Wire Bundle, Complete in Place	Furnish and Install Irrigation Mainline Complete with Control Wire Bundle, Complete in Place	240.0	\$20.00	\$ 4,800.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 4,800.00	\$ 0.00

A		B	C			D		E		F	G		H		I
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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
117	Complete in Place 6-G8 - Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	Furnish, Bore, and set 4" PVC Sleeves, Complete in Place	75.0	\$30.00	\$ 2,250.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,250.00	\$ 0.00
118	7-H1 - Extra Hand Excavation	Extra Hand Excavation	50.0	\$10.00	\$ 500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 500.00	\$ 0.00
119	7-H2 - Extra Machine Excavation	Extra Machine Excavation	50.0	\$20.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
120	7-H3 - Extra Removal of Miscellaneous Concrete and Masonry	Extra Removal of Miscellaneous Concrete and Masonry	50.0	\$30.00	\$ 1,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,500.00	\$ 0.00
121	7-H4 - Excavation Around Obstructions	Excavation Around Obstructions	50.0	\$20.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
122	7-H5 - Extra Placement of Backfill Material	Extra Placement of Backfill Material	50.0	\$15.00	\$ 750.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 750.00	\$ 0.00
123	7-H6 - Extra Cement Stabilized Sand	Extra Cement Stabilized Sand	50.0	\$25.00	\$ 1,250.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,250.00	\$ 0.00
124	7-H7 - Furnish and Install HMAc Level-Up, all Depths, Complete in Place	Furnish and Install HMAc Level-Up, all Depths, Complete in Place	25.0	\$80.00	\$ 2,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,000.00	\$ 0.00
125	7-H8 - Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	Furnish and Install Reinforced Concrete Pavement, All Thicknesses, Complete in Place	20.0	\$80.00	\$ 1,600.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,600.00	\$ 0.00
126	7-H9 - Ground Water Control for	Ground Water Control for Open Cut Construction	100.0	\$25.00	\$ 2,500.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 2,500.00	\$ 0.00

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			QTY	UNIT PRICE	VALUE	QTY	VALUE	QTY	VALUE		QTY	VALUE			
127	Open Cut Construction 7-H10 - Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	Concrete Collar Connection to Existing Storm Sewer, All depths, All sizes, Complete in Place	2.0	\$250.00	\$ 500.00	0.0	\$ 0.00	2.0	\$ 500.00	\$ 0.00	2.0	\$ 500.00	100.00%	\$ 0.00	\$ 25.00
128	7-H11 - PPCA Sampling and Analysis	PPCA Sampling and Analysis	1.0	\$1,000.00	\$ 1,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 1,000.00	\$ 0.00
129	8-I6 - Transport and Reinstall Existing Clock,including Electrical Connection and Foundation, Complete in Place	Transport and Reinstall Existing Clock,including Electrical Connection and Foundation, Complete in Place	1.0	\$14,000.00	\$ 14,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 14,000.00	\$ 0.00
130	8-I7 - Landscape Maintenance	Landscape Maintenance	12.0	\$2,000.00	\$ 24,000.00	0.0	\$ 0.00	0.0	\$ 0.00	\$ 0.00	0.0	\$ 0.00	0.00%	\$ 24,000.00	\$ 0.00
		TOTALS:			\$ 1,145,903.00		\$ 75,834.90		\$ 156,468.46	\$ 0.00		\$ 232,303.36	20.27%	\$ 913,599.64	\$ 11,615.18

Grand Totals

A	B	C	D	E	F	G	H		I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	\$ 1,145,903.00	\$ 75,834.90	\$ 156,468.46	\$ 0.00	\$ 232,303.36	20.27%	\$ 913,599.64	\$ 11,615.18

**CERTIFICATION OF PAYMENT  
TO SUBCONTRACTORS AND SUPPLIERS**

**THE STATE OF TEXAS**

§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**THE COUNTY OF HARRIS** §

The undersigned J Lira, states that he is the  
[Affiant]

Controller, of RAC Industries LLC  
(Contractor)

and that he is duly authorized to execute this Certification of Payment to Subcontractors, and Suppliers; that Contractor has made payments to Contractors, Subcontractors, and Suppliers for all labor, materials, equipment and services furnished for work constituting the whole construction of approximately \$ 0 (august pay est 1 not paid from owner resulting in no payment due to subcontractors and suppliers).

(Contract/Project Number T 0520 Houston Avenue and White Oak Intersection Improvments) and that such payments were made in accordance with the Contract Documents and with the laws of the State of Texas.

[Affiant's Signature]

J Lira

SWORN AND SUBSCRIBED before me on

10/23/18

[Date]

Stefanie Hernandez

Notary Public in and for the State of TEXAS

Stefanie Hernandez

[Print or type Notary Public name]

My Commission Expires: 01-13-2019  
[Expiration Date]



## MWSDBE Utilization Schedule

<b>Status as of:</b>	10/20/18
<b>Project Name:</b>	Houston Avenue and White Oak Drive Intersection Improvements
<b>WBS Number</b>	N-T05000-0004-3
<b>Company Name</b>	RAC Industries, LLC

[illegible]

Contract Amount:	\$1,147,903
Goal %	20.00%
*(Rev)Projected Goal%	8.21%
(Rev) Goal \$	\$94,243
Project Goal \$	\$0

\*\*\*Note: Actual dollar amounts are assumed if the date is in the past, otherwise numbers reflect projected dollar amounts.

\* See worksheet for explanation

# ATTACHMENT B

## City of Houston Affirmative Action and Contract Compliance MWSBE Monthly Utilization Report Report Period 09/21/2018 thru 10/20/2018

PROJECT NAME & NUMBER HOUSTON AVENUE & WHITE OAK DRIVE  
INTERSECTION IMPROVEMENTS  
PRIME CONTRACTOR RAC Industries  
ADDRESS 3207 Preston Pasadena, Texas 77505  
LIAISON Ted Labuzan, Project Manager

REPORT DATE 09/20/2018  
CONTRACT NO. T-0520  
CONTRACT AMOUNT \$1,145,903.00  
MWSBE GOAL 20% 8.21% %  
PHONE 832-475-6265

PRIME AMOUNT PAID BY COH TO DATE \$ 0 -

SUB/VENDOR NAME	DATE OFF AA CERTIFICATION	SUBCONTRACT AMOUNT	%OF TOTAL CONTRACT	AMOUNT PAID THIS PERIOD	AMOUNT PAID TO DATE	%OF CONTRACT TO DATE	RETAINAGE HELD
GMJ Asphalt Paving	current	\$81,190	7.01				
*Reliable Signal	current	\$232,824	20.34				
D. Solis Trucking, Inc.	current	\$13,500	1.2				
<b>TOTALS</b>			28.5 8.21				

SUBMIT BY THE 15<sup>TH</sup> DAY FOLLOWING THE END OF THE REPORTING PERIOD TO: OFFICE OF BUSINESS OPPORTUNITY

ATTN: CARLECIA D. WRIGHT

611 WALKER, 7<sup>TH</sup> FLOOR

HOUSTON, TEXAS 77002

832-393-0600

FAX: 832-393-0622

HOUSTON AVENUE & WHITE OAK DRIVE INTERSECTION IMPROVEMENTS  
T-0520  
MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY

MWSBE PROGRAM

\* Reliable Signal pre-bid quoted their scope on the job and was awarded their entire scope in timely manner. Then, they refused to honor quote and perform the work. All of the other materials and subcontractors for project had been committed. Therefore, the goal is reduced to shown amount. The only DBE that existed in our committed list is D. Solis Trucking which has been added. Reliable quote and contact info is attached.

00640-10  
MAY 2018



# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard  
Suite 1380  
Houston, Texas 77056  
(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**  
c/o Melissa Morton  
450 N Sam Houston Pkwy E  
Suite 168  
Houston, TX 77060

**Invoice #:** 18-1976

**Invoice Date:** 11/30/2018

**Services Rendered Through:** 11/29/2018

**MATTER: 1023.01 - Administrative & Meeting**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	11/1/2018	Attention to draft agenda for special November 15, 2018 Board meeting.	0.2	55.00
SVD ...	11/1/2018	Revise draft agenda. Preparation of prior meeting minutes and attachments. Maintenance of Directors, staff, and consultant contact information.	1.25	125.00
SVD ...	11/2/2018	Continued preparation of draft minutes. Attention to agenda revisions.	1.25	125.00
LD - ...	11/5/2018	Attention to draft November 15, 2018 Agenda.	0.2	55.00
SVD ...	11/5/2018	Revise draft agenda and draft minutes, and related communications.	1.6	160.00
LD - ...	11/7/2018	Attention to meeting materials.	0.6	165.00
SVD ...	11/8/2018	Revise, finalize, and post agenda.	0.5	50.00
SVD ...	11/9/2018	Preparation and assembly of meeting materials. Communications with Board members and consultants regarding meeting information.	1.8	180.00
LD - ...	11/12/2018	Attention to meeting materials.	0.15	41.25
SVD ...	11/12/2018	Continued preparation and assembly of meeting materials.	0.8	80.00
LD - ...	11/14/2018	Attention to meeting materials; prepare for meeting.	0.5	137.50
SVD ...	11/14/2018	Finalize meeting packet. Communications with Board members, staff, and consultants regarding meeting attendance and information.	1.8	180.00
SVD ...	11/15/2018	Attendance at Board meeting, including taking minutes and document administration.	2.6	260.00
SVD ...	11/16/2018	Meeting follow-up. Initial preparation of draft meeting minutes and attachments.	1.5	150.00
SVD ...	11/26/2018	Continued preparation of draft minutes.	0.8	80.00
SVD ...	11/28/2018	Prepare draft agenda, and related communications.	0.6	60.00
EXP...				
	11/30/2018	10/05/18 - Hosted Conference Call - MHRA		9.96
	11/30/2018	2POC Parking - 11/15/2018 Meeting		4.00
		<b>TOTAL REIMBURSABLE EXPENSES</b>		<b>13.96</b>

**Total** \$1,917.71

**Payments/Credits** \$0.00

**Balance Due** \$1,917.71

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard  
Suite 1380  
Houston, Texas 77056  
(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**  
c/o Melissa Morton  
450 N Sam Houston Pkwy E  
Suite 168  
Houston, TX 77060

**Invoice #:** 18-1977**Invoice Date:** 11/30/2018**Services Rendered Through:** 11/29/2018**MATTER: 1023.02 - General**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	11/1/2018	Attention to meeting action needs; Telephone conference with S. Weesner; Attention to TIRZ extension.	0.5	162.50
PJK -...	11/2/2018	Attention to extension issues and COH actions; Attention to Director service.	0.8	260.00
LD - ...	11/5/2018	Review and finalize October 25, 2018, Authority and TIRZ minutes.	0.8	260.00
SVD ...	11/9/2018	Compilation and transmittal of documents to Auditor.	0.4	50.00
LD - ...	11/12/2018	Email to COH staff regarding extension; telephone conference with S. Weesner; conference call with same and A. Lents.	0.5	162.50
PJK -...	11/12/2018	Attention to extension issues.	0.2	65.00
LD - ...	11/13/2018	Telephone conference with S. Weesner regarding extension and meeting action items.	0.5	162.50
LD - ...	11/14/2018	Attention to revised project plan, financing plan and project cost schedule; research and memo regarding website content requirements.	1.5	487.50
PJK -...	11/14/2018	Attention to meeting action items.	0.6	195.00
LD - ...	11/15/2018	Attendance at Board meeting; including general advice and consultation.	3.25	1,056.25
LD - ...	11/16/2018	Attention to COH Notice of Hearing on extension.	0.6	195.00
LD - ...	11/20/2018	Attention to statement for website and required content.	0.25	81.25
LD - ...	11/21/2018	Attention to extension issues and hearing schedule.	0.6	195.00
PJK -...	11/21/2018	Attention to extension matters and COH actions.	0.6	195.00
PJK -...	11/26/2018	Attention to extension issues.	0.4	130.00
SVD ...	11/28/2018	Administration of TexPool documents, and related communications.	0.6	75.00
LD - ...	11/28/2018	Attention to TexPool documentation.	0.6	195.00
	11/8/2018	11/01/2018 - FedEx - Federated Investors/TexPool Participated Services		18.63

**Total** \$3,946.13

**Payments/Credits** \$0.00

**Balance Due** \$3,946.13

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard

Suite 1380

Houston, Texas 77056

(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**

c/o Melissa Morton

450 N Sam Houston Pkwy E

Suite 168

Houston, TX 77060

**Invoice #:** 18-1978

**Invoice Date:** 11/30/2018

**Services Rendered Through:** 11/29/2018

**MATTER: 1023.17 - T-0520 - HOUSTON AVE/WHITE OAK**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
SVD ...	11/8/2018	Administration of construction contract documentation.	0.25	31.25
SVD ...	11/27/2018	Communications regarding construction update.	0.25	31.25
PJK -...	11/27/2018	Attention to project progress and actions.	0.2	65.00

**Total** \$127.50

**Payments/Credits** \$0.00

**Balance Due** \$127.50

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard  
Suite 1380  
Houston, Texas 77056  
(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**  
c/o Melissa Morton  
450 N Sam Houston Pkwy E  
Suite 168  
Houston, TX 77060

**Invoice #:** 18-1979

**Invoice Date:** 11/30/2018

**Services Rendered Through:** 11/29/2018

**MATTER: 1023.18 - T - REGENTS SQUARE GID**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
LD - ...	11/9/2018	Follow up with COH staff on reimbursement issues.	0.6	195.00
LD - ...	11/12/2018	Attention to receipt and indemnity documentation; email exchange with M. Morton regarding payment; email exchange with I. Ward regarding receipt.	1	325.00
SVD ...	11/19/2018	Attention to reimbursement documentation.	0.25	31.25
LD - ...	11/28/2018	Revise receipt for payment; email exchange with I. Ward regarding same.	0.6	195.00
SVD ...	11/29/2018	Attention to reimbursement documentation.	0.25	31.25
LD - ...	11/29/2018	Communication with I. Ward.	0.1	32.50

**Total** \$810.00

**Payments/Credits** \$0.00

**Balance Due** \$810.00

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard  
Suite 1380  
Houston, Texas 77056  
(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**  
c/o Melissa Morton  
450 N Sam Houston Pkwy E  
Suite 168  
Houston, TX 77060

**Invoice #:** 18-1980

**Invoice Date:** 11/30/2018

**Services Rendered Through:** 11/29/2018

**MATTER: 1023.24 - T-0523 - SHEPHER/DURHAM RECON**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
SVD ...	11/5/2018	Administration of letters of project support.	0.3	37.50
LD - ...	11/7/2018	Attention to amendment to TGC agreement.	0.6	195.00
SVD ...	11/8/2018	Administration of consultant contract documentation.	0.3	37.50
LD - ...	11/9/2018	Prepare amendment to TGC contract; email exchange with J. Webb regarding same.	0.5	162.50
SVD ...	11/9/2018	Continued administration of consultant contract documentation.	0.4	50.00

**Total** \$482.50

**Payments/Credits** \$0.00

**Balance Due** \$482.50

# Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Boulevard  
Suite 1380  
Houston, Texas 77056  
(713) 850-9000

**Bill To:**

**MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY**  
c/o Melissa Morton  
450 N Sam Houston Pkwy E  
Suite 168  
Houston, TX 77060

**Invoice #:** 18-1981**Invoice Date:** 11/30/2018**Services Rendered Through:** 11/29/2018**MATTER: 1023.26 - ALLEN PKWY/MARSTON**

	<b>Date</b>	<b>Description</b>	<b>Hrs.</b>	<b>Amount</b>
PJK -...	11/2/2018	Attention to proposed project and development issues.	0.8	260.00
LD - ...	11/16/2018	Attention to proposed project and Autry Park issues.	0.6	195.00
LD - ...	11/19/2018	Telephone conference with Authority working group.	1	325.00
PJK -...	11/19/2018	Attention to proposed project and Autry Park issues; Telephone conference with Authority working group.	1.6	520.00
PJK -...	11/27/2018	Attention to suggested MOU.	0.8	260.00
PJK -...	11/29/2018	Attention to suggested MOU; Telephone conference with B. Wallace.	0.6	195.00
LD - ...	11/29/2018	Telephone conference with A. Lents regarding proposed project development issues.	0.6	195.00

**Total** \$1,950.00

**Payments/Credits** \$0.00

**Balance Due** \$1,950.00

SMW Principle Solutions, Inc.  
1900 West Gray- P.O. Box130627  
Houston, TX 77219  
sherry@SMWPrincipleSolutions.com

## INVOICE

**BILL TO**  
MHRA/TIRZ 5

**INVOICE #** 1138  
**DATE** 12/02/2018  
**DUE DATE** 01/01/2019  
**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Consulting Agreement</b> November Consulting	1	8,000.00	8,000.00
<b>Mileage Reimbursement</b> November Mileage	1	27.74	27.74
<b>Reimbursable Expenses</b> November Expenses	1	32.00	32.00

BALANCE DUE

**\$8,059.74**

Project Charges November 2018 (hours)

- Projects
  - T – 0512 White Oak Bayou Trail System– 0
  - T- 0516 Heights Boulevard Connector Trail -0
  - T- 0517 White Oak Bayou Remediation/Channel – 0
  - T-0518 Olivewood Trailhead- 0
  - T- 0520 Houston Avenue – 18.25
  - T- 0521 Little Thicket Park Improvements-8
  - T-0523A Shepherd Drive Reconstruction Project -5
  - T-0523B Durham Drive Reconstruction Project– 5
  - T-0524 Street Trees – 0
  - T-0029 Yale @ Center -0



Mileage  
November, 2018

Reimbursement Rate (2018)						0.545
Date	Business Purpose	Start Location	End Location	One Way or Round Trip	Miles- Per Google Map	Reimbursement
11/1/2018	Meeting to discuss resilience projects with Steve Costello	422 Peden	318 Tuam	RT	1.4	\$0.76
11/6/2018	Hanover Project Discussion	422 Peden	3422 Allen Parkway	RT	1.8	\$0.98
11/6/2018	HAWO Project Meeting	3422 Allen Parkway	212 Parkview	RT	8.1	\$4.41
11/9/2018	MHRA Potential Bond Capacity Mtg	422 Peden	4400 Post Oak Pky	RT	8.2	\$4.47
11/13/2018	WOB Meeting	422 Peden	107 W 12th St	RT	7.0	\$3.82
11/15/2018	MHRA Board Meeting	422 Peden	50 Waugh	RT	3.4	\$1.85
11/15/2018	Website Review Meeting	422 Peden	1980 Post Oak	RT	15.2	\$8.28
11/28/2018	Presentation for Build 50 Challenge	422 Peden	901 Bagby	RT	3.6	\$1.96
11/30/2018	TIP Application Discussion	422 Peden	3200 Travis	RT	2.2	\$1.20
						\$0.00
						\$0.00
			Total Mileage		50.9	
			Total Reimbursement			\$27.74

November 1-30, 2018

SMW Principle Solutions, Inc.  
Reimbursable Expenses - MHRA

Date	Business Purpose	Vendor	Reimbursable expense
11/28/2018	Presentation Build 50 Challenge	Theater District Parking	\$12.00
11/13/2018	Color Prints for WOB Meeting		\$5.00
11/28/2018	Color Prints for Presentation to Build 50 Challenge		\$15.00
		Total Reimburable Expenses	\$32.00



# Invoice

Date	Invoice #
11/30/2018	1822

## Bill To

Memorial Heights Redevelopment Authority  
Sanford Kuhl Hagan Kugle Parker Kahn  
1980 Post Oak Blvd Ste 1380  
Houston, TX 77056

## Terms

## Due Date

Net 15

12/15/2018

Serviced	Description	Hours	Rate	Amount
11/30/2018	November 2018 CPA Services	1	1,250.00	1,250.00
11/30/2018	Postage		6.70	6.70

Please Remit Payment to:  
The Morton Accounting Service  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

or via the Intuit payment link in the email.

## Total

\$1,256.70

## Payments/Credits

\$0.00

## Balance Due

\$1,256.70

## MHRA Financial Investment Procedure

1. MHRA will maintain a checking account, a savings account (Money Market). When funds exceed the 3-6 month budgetary needs of the Redevelopment Authority, the Authority will also maintain an investment account.
2. Each separate account shall be approved by the Long-Term Financial Committee.
3. Bank and investment accounts may not be opened or closed without the committee's approval.
4. The combined checking account and savings account will maintain a balance estimated to meet the budget needs of the Redevelopment Authority for a minimum of 3-6 months.
5. The checking and savings account shall be treated as a unit. Funds may be moved between the two as appropriate for liquidity, expense and revenue management.
6. Every month when the unpaid bills report is finalized, the bookkeeper shall determine that sufficient funds are available in the checking account and shall move funds from the savings account as appropriate.
7. The Long-Term Financial Committee shall meet bi-annually (in person or via conference call) at a minimum to review the Redevelopment Authority cash and investment position.
8. Any changes to the allocation of funds shall be reviewed and approved by the committee.
9. The committee shall identify one person in addition to the bookkeeper authorized to move funds between accounts if the bookkeeper is unavailable.
10. In the event the combined checking and savings account falls below the 3-6-month budgeted needs of the Redevelopment Authority, funds may be moved from the investment account to the savings account by the bookkeeper or the person assigned by the committee. The President of the Authority shall be informed immediately (within 24 hours) of such a transaction. The President will inform the committee within 24 hours of learning of the transaction.
11. No other fund reallocation may take place without the Long-Term Financial committee approval.
12. The Redevelopment Authority's President shall instruct the bookkeeper by email to reallocate funds within the 3 (or more) accounts as approved by the committee.
13. The bookkeeper shall complete the required transactions within 3 business days and provide the President with documentation within 2 business days following the transaction.
14. The President will inform the committee members that the transactions are complete.

# DEPOSITORY PLEDGE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Depository Pledge Agreement (this "Agreement") is dated this \_\_\_\_ day of \_\_\_\_\_, 2019, by and among Prosperity Bank (the "Bank"); Federal Home Loan Bank Dallas (the "Custodian"); and Memorial-Heights Redevelopment Authority (the "Authority").

WITNESSETH

WHEREAS, the Authority has selected the Bank as a depository for certain funds of the Authority in demand deposits and/or interest bearing time deposits in the following account:

<u>Account Name</u>	<u>Account Type</u>	<u>Account Number</u>
Memorial-Heights Redevelopment Authority	Operating Account	_____
Memorial-Heights Redevelopment Authority	Money Market Account	_____

; and

WHEREAS, the Bank has agreed to serve as a depository of the Authority and has full power and authority to perform and serve as depository;

WHEREAS, the Authority from time to time may deposit funds in one or more of the above described accounts which exceeds the amount insured by the Federal Deposit Insurance Corporation (the "FDIC);

WHEREAS, the Authority is required to secure all deposits of funds in an amount not less than the amount on deposit;

WHEREAS, the Bank has agreed to pledge collateral to secure all deposits in excess of the amount insured by the FDIC;

WHEREAS, the Bank has agreed that all funds secured by a pledge of collateral by the Bank to the Authority will be continuously secured by a valid pledge of collateral which under Texas law can be used to secure deposits of the Authority;

WHEREAS, the Bank has agreed that the aggregate market value of the collateral shall, at all times, be in an amount not less than the amount on deposit in the Bank (i) increased by the amount of the accrued interest and (ii) reduced by the amount that the United States or an instrumentality of the United States insures the deposit; and

WHEREAS, the Bank has agreed to place any securities so pledged in a custodial account for safekeeping at a Federal Reserve Bank, the Texas Treasury Safekeeping Trust Company, or a state or national bank that is domiciled in the State of Texas, that has a capital stock and permanent surplus of \$5,000,000 or more, and is not a financial institution owned or controlled by the Bank or its holding company.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Authority and the Bank agree as follows:

## ARTICLE I. PLEDGE OF SECURITIES

SECTION 1.01. PLEDGE OF SECURITIES. The Bank hereby agrees to pledge to the Authority authorized investment securities, as hereinafter described, to secure all Authority funds on deposit with the Bank in an amount not less than the amount on deposit in the Bank (i) increased by the amount of the accrued interest and (ii) reduced by the amount that the United States or an instrumentality of the United States insures the deposit.

SECTION 1.02. AUTHORIZED INVESTMENT SECURITIES. Authorized Investment Securities shall mean and shall only include:

1. obligations of the United States or its agencies and instrumentalities backed by the full faith and credit of the United States;
2. direct obligations of the State of Texas or its agencies and instrumentalities;
3. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. other obligations the principal and interest of which are unconditionally guaranteed or backed by the full faith and credit of the state of Texas or of the United States or their respective agencies and instrumentalities; and
5. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm of not less than A or its equivalent.

Authorized Investment Securities shall not include:

1. obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. collateralized mortgage obligations that have a final stated maturity date of greater than (10) years other than those listed herein in this section; and
4. collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

#### SECTION 1.03. SUBSTITUTION OF AUTHORIZED INVESTMENT SECURITIES.

The Bank shall have the right to purchase, sell, substitute, or replace any and all of the Authorized Investment Securities pledged pursuant to this Agreement with like Authorized Investment Securities, provided, however, that prior to any purchase, sale, substitution, or replacement, the Bank shall send a written notice stating the par value, maturity date, and market value on the proposed date of substitution to the Authority's Bookkeeper, The Morton Accounting Services, P.O. Box 174, Fresno, Texas 77454, or any successor to the Bookkeeper (the "Bookkeeper"). If approved by the Bookkeeper, the substituted Authorized Investment Securities shall thereafter be subject to all the terms and conditions of this Agreement.

SECTION 1.04. GRANT OF SECURITY INTEREST. The Bank hereby pledges and grants to the Authority a security interest in the Authorized Investment Securities which are held, now or hereafter, by the Custodian for the benefit of the Authority in accordance with the terms of this Agreement. The security interest pledged and granted in the Authorized Investment Securities is created, attaches, and is perfected for all purposes from the time that the Custodian identifies the Authorized Investment Securities on the Custodian's books and records and issues the trust receipt. The security interest in the Authorized Investment Securities remains perfected in the hands of a subsequent custodian.

### ARTICLE II. DUTIES OF BANK

The Bank shall faithfully perform all of the duties and obligations required by the laws of the State of Texas for depositories of the Authority and shall upon presentation pay all checks drawn on it by the duly authorized representatives of the Authority against collected funds of the Authority on demand deposit and shall at the expiration of the term for which it has been chosen as depository of the Authority release to its successor all funds, property, and things of value coming into its hands as depository of the Authority.

### ARTICLE III. CUSTODIAN

SECTION 3.01. APPOINTMENT OF CUSTODIAN. Federal Home Loan Bank Dallas is hereby appointed custodian (the "Custodian") under the terms of this Agreement. The Bank

shall deposit with the Custodian for safekeeping the Authorized Investment Securities pledged to the Authority, and the Custodian shall hold in trust the Authorized Investment Securities pledged to the Authority to secure the Authority's funds on deposit with the Bank.

SECTION 3.02. AUTHORITY OF CUSTODIAN. Authorized Investment Securities pledged to the Authority shall be subject only to the joint written instructions of (a) authorized individuals of the Authority as set forth in Exhibit "A" attached hereto and (b) authorized officers of the Bank as set forth in Exhibit "B" attached hereto. The Custodian hereby agrees to hold all Authorized Investment Securities pledged to the Authority and deposited with it pursuant to the terms of this Agreement and to deliver them in accordance with the terms hereof. Additionally, the Custodian agrees to serve as collateral agent for the Authority to the extent necessary to allow the Authority to perfect its security interest granted herein in the Authorized Investment Securities pledged to the Authority.

SECTION 3.03. RECEIPTS. On receipt of Authorized Investment Securities pledged to the Authority, the Custodian shall immediately identify on its books and records, by book entry or another method, the Authorized Investment Securities pledged to the Authority and shall promptly issue and deliver to the Bank, for re-delivery to the Bookkeeper, a receipt for the Authorized Investment Securities pledged to the Authority. The Custodian shall identify on its records, by book entry or other method, any Authorized Investment Security pledged to the Authority that is substituted and shall promptly issue and deliver to the Bank, for re-delivery to the Bookkeeper, a receipt evidencing the substituted Authorized Investment Securities pledged to the Authority.

SECTION 3.04. BOOKS AND RECORDS OF CUSTODIAN. The Custodian shall maintain a separate, accurate, and complete record relating to all the Authorized Investment Securities pledged to the Authority and each transaction relating to the Authorized Investment Securities pledged to the Authority. The Authority or its Bookkeeper may inspect at any time the Authorized Investment Securities pledged to the Authority evidenced by a trust receipt.

SECTION 3.05. CUSTODIAN AS BAILEE. The Custodian is for all purposes the bailee or agent of the Authority.

SECTION 3.06. FEES OF CUSTODIAN. Any and all fees associated with the safekeeping of Authorized Investment Securities pledged to the Authority which the Custodian shall charge shall be borne by the Bank.

#### ARTICLE IV. REPORTING REQUIREMENTS

SECTION 4.01. MEMORANDUM DESCRIBING SECURITIES. Upon the execution of this Agreement and at the time of the substitution or withdrawal of the Authorized Investment Securities pledged to the Authority, the Bank shall execute and deliver to the Bookkeeper a Memorandum describing the Authorized Investment Securities pledged to the Authority and deposited with the Custodian or the Authorized Investment Securities pledged to the Authority which have been substituted or withdrawn from the Custodian and held pursuant to this Agreement.



SECTION 4.02. MONTHLY STATEMENTS. The Bank agrees to furnish to the Authority a monthly statement listing a description of the Authorized Investment Securities pledged to the Authority held in safekeeping with the Custodian. The statement will include par value, market value, and maturity date of the Authorized Investment Securities held by the Custodian. The Bank shall keep such statement on file at all times at the Bank and such statements shall be available for inspection at the Bank during regular business hours.

SECTION 4.03. DISCLOSURE OF FINANCIAL POSITION. The Bank will provide to the Authority a quarterly statement of its financial position.

SECTION 4.04. ANNUAL AUDIT OF BANK. The Bank will provide to the Authority a copy of its annual audit performed by an independent auditing firm inclusive of a statement as to the "fair presentation" of the audit.

SECTION 4.05. AUTHORITY AUDIT. As part of the Authority's annual audit, the auditor for the Authority shall examine and verify the Authorized Investment Securities pledged to the Authority and records maintained pursuant to this Agreement all in accordance with Section 2257.025 and Section 2257.046 of the Public Funds Collateral Act. The auditor shall report any significant or material noncompliance with the terms of this Agreement or the Act to the Authority.

## ARTICLE V. REPRESENTATION BY THE BANK

The Bank represents to the Authority that:

- (a) the Bank is the sole legal and actual owner of the Authorized Investment Securities pledged to the Authority to collateralize the Authority's deposits;
- (b) no other security interest has been, nor will be, granted in the Authorized Investment Securities pledged to the Authority to collateralize the Authority's deposits; and
- (c) the Bank is covered for Authority deposits up to \$250,000 under the Federal Deposit Insurance Corporation, or such other amount as may be applicable from time to time.

## ARTICLE VI. DEFAULT

SECTION 6.01. DEFAULT. The Bank shall be in default if it fails to pay all or any part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including earned interest, at the specified maturity date. The Bank shall also be in default if ruled "bankrupt," "insolvent," or "failed" by Federal Banking Regulators.

SECTION 6.02. TITLE TO SECURITIES. In the event of a default, failure, or insolvency of the Bank, the Authority shall be deemed to have full vested title to all Authorized Investment Securities pledged to the Authority pursuant to this Agreement. The Authority is hereby authorized to take possession of and transfer or sell any and all Authorized Investment Securities pledged to the Authority pursuant to this Agreement. If the Authorized Investment Security pledged to the Authority is transferred, ownership of the Authorized Investment Security pledged to the Authority will transfer entirely to the Authority. If the Authorized Investment Security pledged to the Authority is liquidated, any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus expenses related to the liquidation transaction, shall be returned to the Bank. This authorization is in addition to any other remedy which the Authority may have under this Agreement and without prejudice to its right to maintain any suit in any court for redress of injuries sustained by the Authority under this Agreement.

ARTICLE VII.  
ASSIGNABILITY

This Agreement is not assignable in whole or in part but is binding on the parties hereto, their successors and assigns.

ARTICLE VIII.  
TERMINATION

This Agreement may be terminated by either the Bank, the Authority, or the Custodian by giving thirty (30) days' prior written notice to the other parties.

ARTICLE IX.  
GOVERNING LAW

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the Authority shall be a part of this Agreement.

ARTICLE X.  
DIRECTOR AUTHORIZATION

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank or its Loan Committee, which approval is reflected in the minutes of the Board of Directors of the Bank or its Loan Committee as evidenced in the excerpt of minutes attached hereto as Exhibit "C" for the Board of Directors of the Bank or Exhibit "D" for the Loan Committee.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

WITNESS the execution hereof this 28<sup>th</sup> day of February, 2019.

"AUTHORITY"

MEMORIAL-HEIGHTS  
REDEVELOPMENT AUTHORITY

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Chair, Board of Directors

ATTEST:

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Secretary, Board of Directors

"BANK"

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

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

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

ATTEST:

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

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

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

"CUSTODIAN"

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

ATTEST:

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

## EXHIBIT A

At its Board meeting on February 28, 2019, the Board of Directors of Memorial-Heights Redevelopment Authority ("Authority") designated the individuals listed below as authorized representatives empowered to direct Prosperity Bank ("Bank"), and Federal Home Loan Bank Dallas ("Custodian"), selected in accordance with Article III of the Depository Pledge Agreement, as to collateral pledges, releases, and substitutions in the joint safekeeping account. Such pledges, releases, and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Representative's Signature

Name and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

## EXHIBIT B

Prosperity Bank ("Bank") has authorized the officers listed below to instruct Memorial-Heights Redevelopment Authority ("Authority") and Federal Home Loan Bank Dallas ("Custodian") selected in accordance with Article III of the Depository Pledge Agreement as to collateral pledges, releases, and substitutions in the joint safekeeping account. Such pledges, releases, and substitutions shall follow procedures set forth in the Depository Pledge Agreement.

Authorized Officer's Signature

Name and Title

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

ATTEST:

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

THE STATE OF TEXAS                               §  
COUNTY OF HARRIS                              §

1. The Board convened on the \_\_\_\_ day of \_\_\_\_\_, 2019, at which \_\_\_\_\_ members of the Board were present, thus constituting a quorum. Whereupon, among other business, a Depository Pledge Agreement with Memorial-Heights Redevelopment Authority was duly introduced for the consideration of the Board. It was then duly moved and seconded that the Depository Pledge Agreement be approved; and, after due discussion, such motion, carrying with it the approval of such Agreement, prevailed.

SIGNED AND SEALED the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)



## CERTIFICATE RELATING TO MINUTES

COUNTY OF HARRIS §

280

**TIRZ 5**  
2018 Certified and Uncertified Value Increment Report  
based on HCAD Values as of January 2019

		<b>2018 CERTIFIED VALUE</b>	<b>2018 CERTIFIED TAXABLE VALUE</b>	<b>BASE YEAR</b>	<b>2018 INCREMENT</b>	<b>2018 TAX RATES /\$100</b>	<b>ESTIMATED GROSS TAX INCREMENT LEVY</b>	<b>LEVY WITH COLLECTION RATE @ 97%</b>
<b>Original Area JUR 583</b>	<b>1997 City</b>	485,343,770	455,224,499	26,633,950	428,590,549	0.588310	2,521,441.06	2,445,797.83
<b>Annexed Area JUR 935</b>	<b>2007 City</b>	8,619,098	7,672,660	0	7,672,660	0.588310	45,139.03	43,784.86
<b>Annexed Area JUR 307</b>	<b>2008** City</b>	160,026,929	159,809,223	41,173,587	118,635,636	0.588310	697,945.31	677,006.95
<b>Annexed Area JUR 309</b>	<b>2009 City</b>	591,450	591,450	0	591,450	0.588310	3,479.56	3,375.17
<b>Annexed Area JUR 816</b>	<b>2015 City</b>	1,505,295,941	1,412,210,901	945,064,142	467,146,759	0.588310	2,748,271.10	2,665,822.96
	<b>Total City</b>	2,159,877,188	2,035,508,733	1,012,871,679	1,022,637,054	0.588310	6,016,276.05	5,835,787.77
**JUR 307 signed a Restated Development Agreement effective June 1, 2016								
HISD does not participate in the TIRZ after 2016.								
Harris County does not participate in the TIRZ.								
Base Year for JUR 935, an Annexed Area, is \$0.								
JUR 309, an Annexed Area, contains a prorated portion of The Legacy at Memorial Apartments.								
JUR 816, Newly Annexed for tax year 2015								



**Drew K. Masterson**  
Managing Director

**February 5, 2019**

Sherry Weesner  
Memorial Heights Redevelopment Authority  
1980 Post Oak Blvd., Suite 1380  
Houston, TX 77056

Dear Sherry:

On behalf of Masterson Advisors LLC ("MALLC"), we sincerely appreciate the opportunity to provide financial advisory services to Memorial Heights Redevelopment Authority (the "Authority" or "Zone") as provided in our Financial Advisory Agreement dated October 10, 2018 (the "Agreement").

As discussed, we are proposing an hourly fee below with regards to any and all negotiations or assistance involving Hanover Company and other development within the boundaries of the Zone. This letter will be a supplement to the Agreement and terminate on June 30, 2019, unless otherwise extended and agreed upon by both the Authority and MALLC.

<u>Position</u>	<u>Rate Per Hour</u>
Managing Director	\$475
Vice President	\$375
Assistant Vice President	\$275
Associate	\$225
Analyst	\$200
Clerical/Administrative	\$100
Maximum Fee	\$20,000

Our services will be billed in quarter-hour increments and invoiced monthly.

Should you have any questions, please feel free to contact me.

Sincerely,

Drew K. Masterson  
Managing Director  
Masterson Advisors LLC

**AGREED AND ACKNOWLEDGED**

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

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

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

## **AMENDMENT TO CONSULTING SERVICES AGREEMENT**

This **Amendment to Consulting Services Agreement** (this “Amendment”) is entered into by and between the **Memorial-Heights Redevelopment Authority** (the “Authority”) and **SMW Principle Solutions, Inc.** (“Consultant”) is dated this 28<sup>th</sup> day of February, 2019, and if effective March 1, 2019.

### **RECITALS**

**WHEREAS**, Consultant and the Authority entered into that certain Consulting Services Agreement, dated January 16, 2017 (the “Agreement”); and

**WHEREAS**, Consultant and the Authority now wish to amend the compensation set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits and other good and valuable consideration, Consultant and the Authority agree as follows:

### **AGREEMENT**

**Section 1. Amendment to Compensation.** Section II.A. of the Agreement is amended to read as follows:

A. **Services.** The Authority agrees to pay Consultant for the services a fixed fee of \$10,000.00 per month. If Consultant does not perform all the services as required by this Agreement, the Authority shall give written notice to Consultant of any deficiency. The Authority and Consultant shall then review such deficiency and mutually determine any adjustment to the compensation to be paid to Consultant for such month.

**Section 2. General Provisions.**

A. **Full Force and Effect.** Except as expressly amended hereby, all other terms and provisions of the Agreement remain unchanged and continue to be in full force and effect.

B. **Further Amendment.** Any further amendments to the Agreement, as amended hereby, only can be made in writing, signed by both parties.

[EXECUTION PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed in multiple counterparts, each of which is deemed to be an original.

**MEMORIAL-HEIGHTS REDEVELOPMENT  
AUTHORITY**

By: \_\_\_\_\_  
Ann Lents  
Chair, Board of Directors

**SMW PRINCIPLE SOLUTIONS, INC.**

By: \_\_\_\_\_  
Sherry Weesner  
President

APPROVED:

**CITY OF HOUSTON**

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Andrew F. Icken  
Chief Development Officer