

Agendas and Agenda Materials
Meetings of the Boards of Directors

La Porte
Redevelopment Authority



La Porte Tax Increment
Reinvestment Zone

August 8, 2024



**NOTICE OF JOINT MEETING OF LA PORTE REDEVELOPMENT AUTHORITY
AND THE LA PORTE TAX INCREMENT REINVESTMENT ZONE**

NOTICE is hereby given of the joint meeting of the La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone to be held **Thursday, August 8, 2024, at 6:30 p.m.** in the City Council Chambers at City Hall, 604 West Fairmont Parkway, La Porte, Texas, open to the public, to consider, discuss, and adopt such orders, resolutions or motions, and take direct actions as may be necessary, convenient, or desirable, with respect to the following matters:

AGENDA

1. Determine Quorum; and Call to Order.
2. Receive public comments.
3. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on June 13, 2024.
4. Receive update and recommendations regarding Capital Improvements Program:
 - a. Receive updates and recommendations from Gauge Engineering.
 - i. Feasibility Study.
 - ii. Lakes at Fairmont Green.
 - iii. M. Street Improvements:
 1. Ratify Pay Application No. 4, M Street Improvements, from Carter Construction LLC.
 2. Consider Pay Application No. 5, M Street Improvements, from Carter Construction LLC.
5. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices, including approval of developer disbursements for tax year 2023; and ratify payment of July invoices.
6. Receive and consider FY2025 Budget.
7. Receive updates from the city, developers, and staff about development within the Zone.
8. Board member comments.
 - a. Matters appearing on agenda; and
 - b. Inquiry of staff regarding specific factual information or existing policy
9. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney regarding pending or contemplated litigation.
10. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.
 - a. Receive Mediator's proposal and Consider Release and Settlement Agreement.
11. Adjournment.

In compliance with the American Disabilities Act, the City of La Porte City will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meetings. Please contact the City Secretary, at 281-470-5019 or TDD 281-471-5030. A possible quorum of City Council members may be present at this meeting and participate in discussions but will take no action.

David W. Hawes, Executive Director

*Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Authority's Executive Director at (713) 595-1200 at least three business days prior to the meeting so that the appropriate arrangements can be made. Pursuant to V.T.C.A Government Code, Chapter 551, as amended, the Board of Directors may convene in closed session to receive advice from legal counsel and discuss matters relating to pending or contemplated litigation, personnel matters, gifts and donations, real estate transactions, the deployment, or specific occasions for the implementation of, security personnel or devices and or economic development negotiations.

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

3. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on June 13, 2024.

**MINUTES OF THE JOINT MEETING OF THE
LA PORTE REDEVELOPMENT AUTHORITY and
LA PORTE TAX INCREMENT REINVESTMENT ZONE
BOARD OF DIRECTORS**

June 13, 2024

DETERMINE QUORUM; CALL TO ORDER.

The Board of Directors of the La Porte Redevelopment Authority, City of La Porte, Texas, and La Porte Tax Increment Reinvestment Zone, held a regular joint meeting, open to the public, on Thursday, June 13, 2024, at 6:30 p.m., in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1	Peggy Antone, <i>Secretary</i>	Position 6	Mark Goodwin, <i>Vice-Chairman</i>
Position 2	Barry Beasley	Position 7	Rick Helton
Position 3	Alton Porter	Position 8	David Janda, <i>Chairman</i>
Position 4	Kent Rimmel	Position 9	Kristen Lee, <i>Asst. Secretary</i>
Position 5	Nicole Havard		

and all of the above were present, with the exception of Directors Beasley, Porter, Rimmel and Helton, thus constituting a quorum. Also present were David Hawes, Naina Magon and Linda Clayton, Hawes Hill & Associates, LLP; Josh Huber, BlankRome; Corby Alexander, Matt Daeumer, Haley Bower and Sherry Rodriguez, City of La Porte; Taylor Risien, Gauge Engineering; Mercy and Joe Estrada; and David Williams. Chairman Janda called the meeting to order at 6:31 p.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY REGARDING PENDING OR CONTEMPLATED LITIGATION.

The Board convened into Executive Session at 6:32 p.m.

RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTIONS REGARDING PRIVATE CONSULTATION WITH ATTORNEY.

The Board reconvened into Open Session at 6:42 p.m. Upon reconvening, no action was taken.

APPROVE MINUTES OF THE JOINT LA PORTE REDEVELOPMENT AUTHORITY AND LA PORTE TAX INCREMENT REINVESTMENT ZONE MEETING HELD MAY 9, 2024.

Upon a motion made by Director Goodwin, and seconded by Director Lee, the Board voted unanimously to approve the Minutes of the May 9, 2024, Board meeting, as presented.

RECEIVE UPDATE AND RECOMMENDATIONS REGARDING CAPITAL IMPROVEMENTS PROGRAM:

a. Receive updates and recommendations from Gauge Engineering.

i. Feasibility Study

Mr. Risien provided an update on the feasibility study and answered questions. He reported site visits were conducted last Friday for potential infrastructure and pedestrian/trail improvement

projects. Director Antone provided additional information to be included in the study for an 11-acre tract of land for Taylor Bayou Conservancy to include a trail system to protect the natural woodland, wetlands, and wildlife. No action from the Board was required.

ii. Lakes at Fairmont Green

Mr. Risien reported Gauge Engineering will be conducting field visits to gather information to provide recommendations for improvements. No action from the Board was required.

iii. M. Street Improvements

Mr. Risien provided an update on the M Street Improvements project, a copy of the progress report is included in the Board materials.

1. Consider Pay Application No. 3, M Street Improvements, from Carter Construction LLC.

Mr. Risien reviewed Pay Application No. 3, M Street Improvements, from Carter Construction LLC in the amount of \$451,604.25. He reported he has reviewed the pay application and concurs with the amount and quantities and is recommending for approval. Upon a motion made by Director Havard, and seconded by Director Goodwin, the Board voted unanimously to approve Pay Application No. 3, M Street Improvements, from Carter Construction LLC in the amount of \$451,604.25, as presented.

RECEIVE BOOKKEEPER'S REPORT AND CONSIDER APPROVAL OR OTHER ACTION REGARDING AUTHORITY INVOICES.

Ms. Magon presented the bookkeeper's report and review of invoices for payment. An additional invoice was received after the report was generated from BlankRome in the amount of \$1,054.52 and staff requested approval to pay. Upon a motion made by Director Antone, and seconded by Director Lee, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented, including the BlankRome invoice in the amount of \$1,054.52.

RECEIVE UPDATES FROM THE CITY, DEVELOPERS, AND STAFF ABOUT DEVELOPMENT WITHIN THE ZONE.

None.

BOARD MEMBER COMMENTS.

a. Matters appearing on agenda; and

b. Inquiry of staff regarding specific factual information or existing policy.

Ms. Magon reported staff is working with the County to extend the County's participation. No action from the Board was required.

ADJOURNMENT.

There being no further business to come before the Board, Chairman Janda adjourned the meeting at 6:53 p.m.

Secretary

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

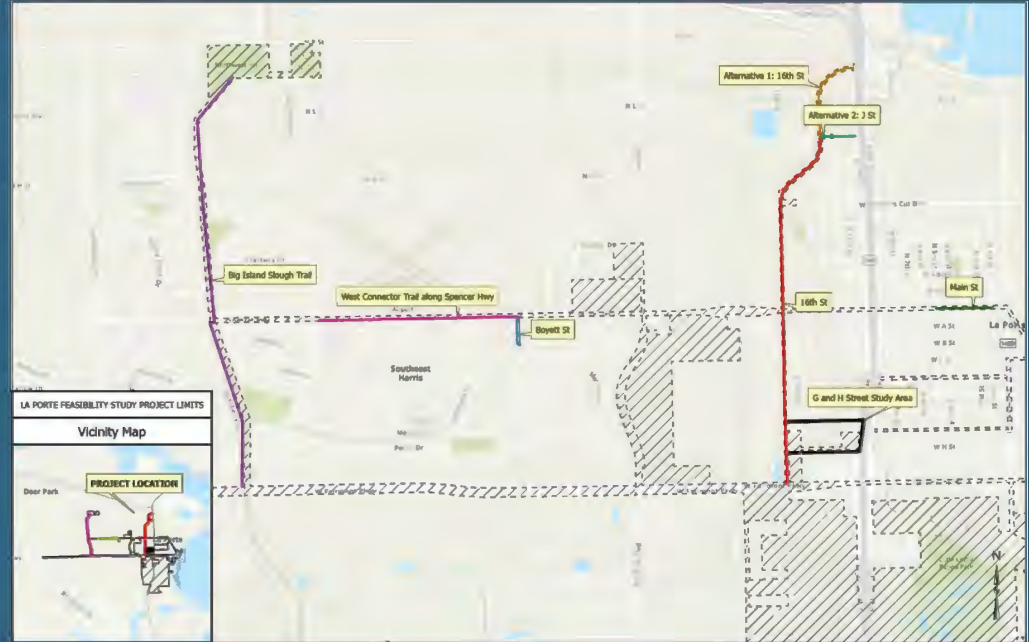
TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

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 - a. Receive updates and recommendations from Gauge Engineering.
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 2. Consider Pay Application No. 5 M Street Improvements, from Carter Construction LLC



LA PORTE REDEVELOPMENT FEASIBILITY STUDY

BOARD MEETING: AUGUST 8, 2024



PROJECT LIMITS



STUDY FEASIBILITY OF



**TRAIL
CONSTRUCTION**



**ROADWAY
ALTERNATIVE
ROUTES**



**ROADWAY
CONSTRUCTION**



**INTERSECTION
IMPROVEMENTS**



**RECONSTRUCTION
OF MAIN STREET
CONCEPT**

TRAILS

- WEST CONNECTOR ALONG SPENCER HIGHWAY
- BIG ISLAND SLOUGH

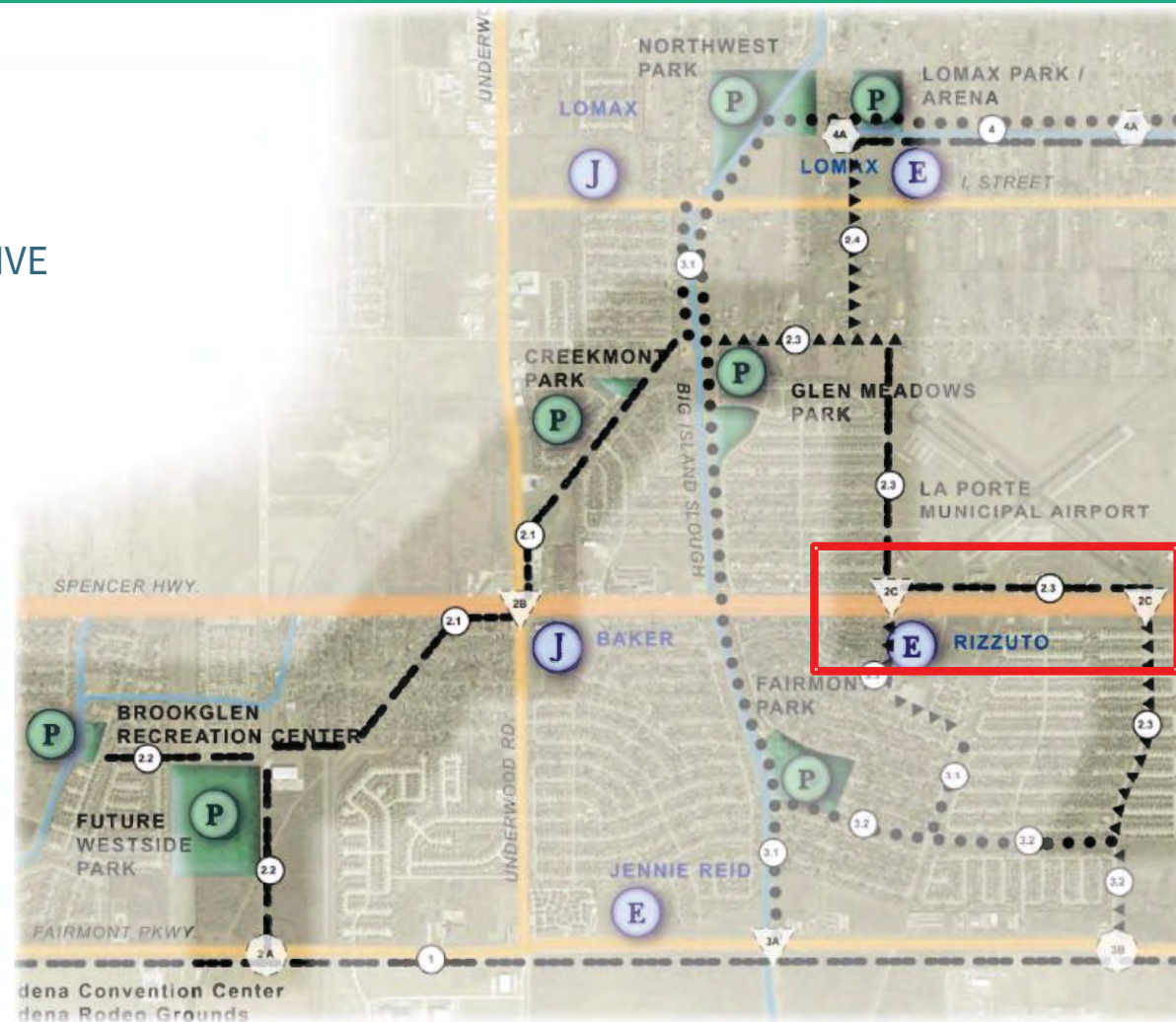
ROADWAYS

- BOYETTE STREET
- G. STREET AND H. STREET
- MAIN STREET
- 16TH STREET



WEST CONNECTOR

- CITY OF LA PORTE BICYCLE & PEDESTRIAN TRAIL IMPLEMENTATION PLAN
- SPENCER HIGHWAY FROM FARRINGTON DRIVE TO BOYETTE STREET
- TRAIL CONSTRUCTION



A WEST CONNECTOR ALONG SPENCER HIGHWAY

ALTERNATIVES

- **Alternative 1: 10-foot trail on north side**
 - Lack of space between curb and ROW
- **Alternative 2: 10-foot trail on south side (recommended)**
 - More space is available



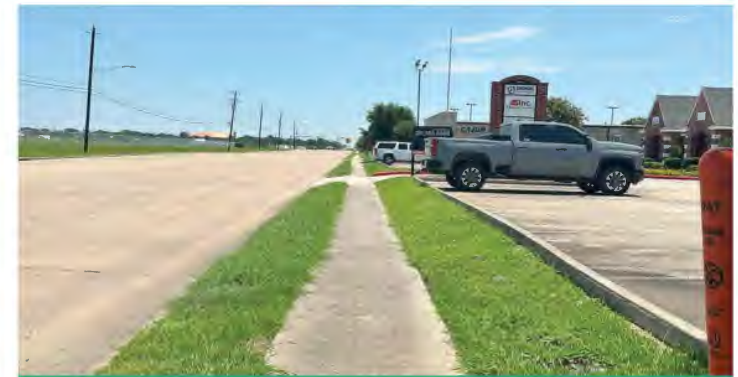
NORTH SIDE FACING EAST



SOUTH SIDE FACING EAST



TRAIL ALONG SOUTH SIDE

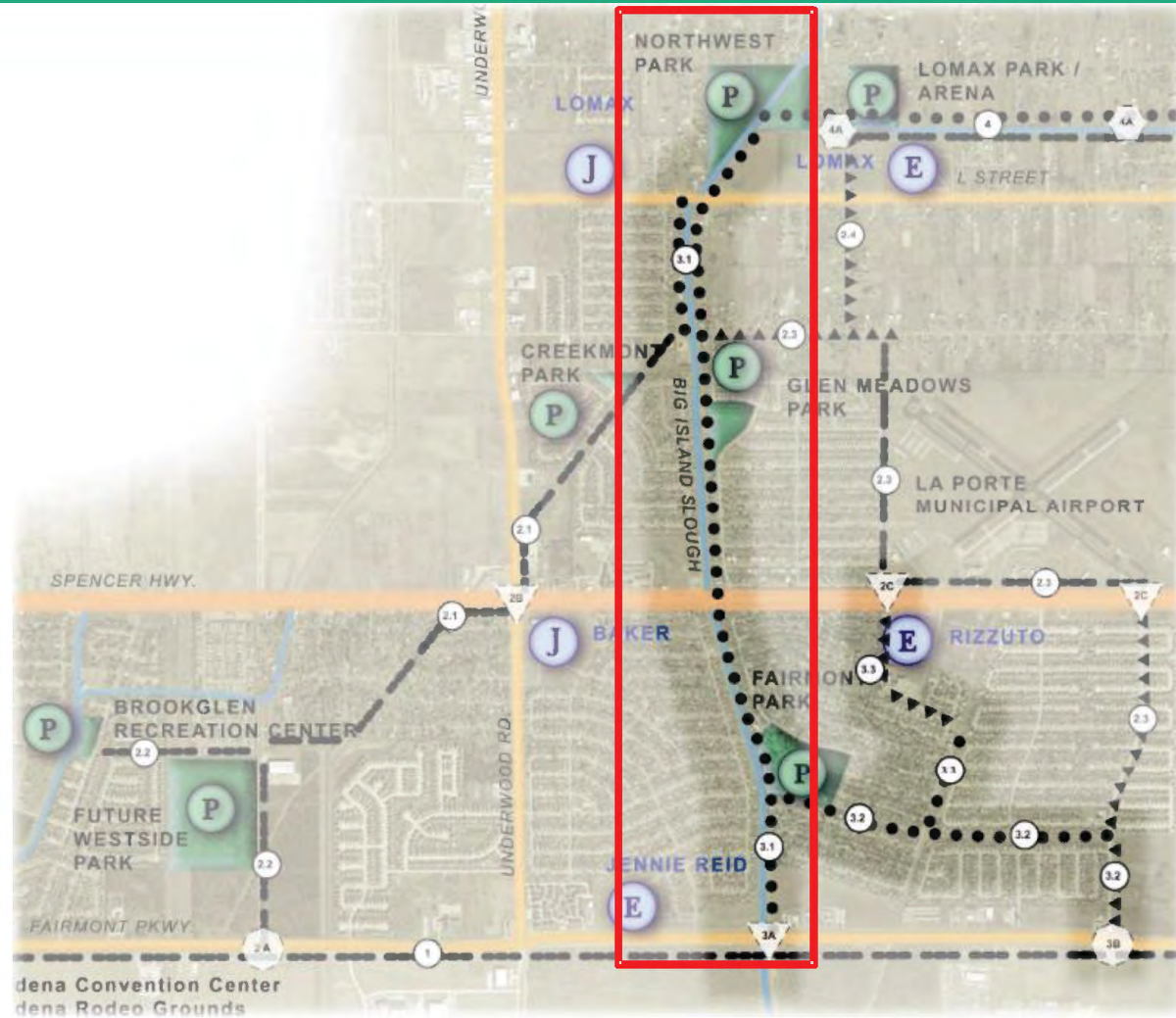


SOUTH SIDE FACING EAST



BIG ISLAND SLOUGH

- CITY OF LA PORTE BICYCLE & PEDESTRIAN TRAIL IMPLEMENTATION PLAN
- FROM FAIRMONT PARKWAY TO NORTHWEST PARKWAY
- TRAIL CONSTRUCTION



LA PORTE REDEVELOPMENT FEASIBILITY STUDY

BIG ISLAND SLOUGH

ALTERNATIVES

- **ALTERNATIVE 1:** PROPOSED TRAIL ON EAST SIDE
- **ALTERNATIVE 2:** PROPOSED TRAIL ON WEST SIDE
- **ALTERNATIVE 3:** PROPOSED TRAIL ON EITHER SIDE, DEPENDING ON AVAILABLE SPACE (**RECOMMENDED**)



WEST SIDE (NORTH OF FAIRMONT PARKWAY LOOKING SOUTH)



EAST SIDE (NORTH OF SPENCER HIGHWAY LOOKING NORTH)

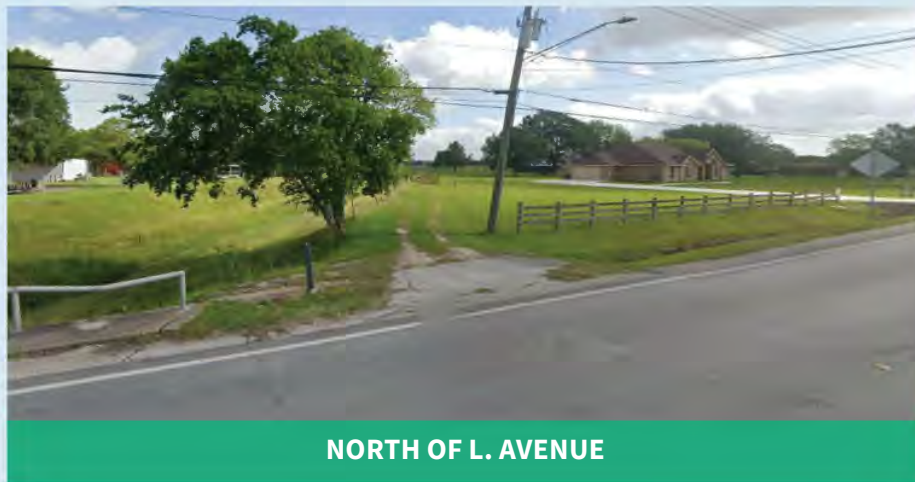


ALTERNATIVE 3

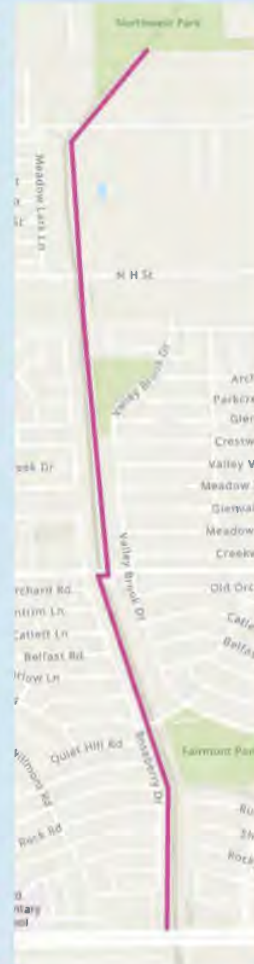
- **FAIRMONT PARKWAY TO SPENCER HIGHWAY**
 - TRAIL ON WEST SIDE
- **SPENCER HIGHWAY TO H STREET**
 - TRAIL ON EAST SIDE
- **H STREET TO AVENUE L**
 - TRAIL ON EAST SIDE
 - EASEMENT OR ROW ACQUISITION MAY BE REQUIRED
- **AVENUE L TO NORTHWEST PARK**
 - TRAIL ON EAST SIDE



NORTH OF H. STREET



NORTH OF L. AVENUE

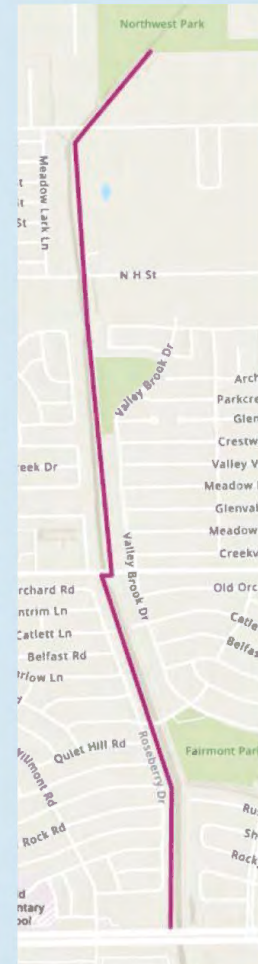


STREET CROSSINGS

- **W. FAIRMONT PARKWAY**
 - CONNECT TO SIDEWALK ON BRIDGE
- **HILLRIDGE ROAD**
 - MID-BLOCK CROSSING
- **SPENCER HIGHWAY**
 - CROSSWALK AT VALLEY BROOK DRIVE
 - SIGNAL
- **AVENUE L**
 - MID-BLOCK CROSSING
- **NORTHWEST PARK**
 - END TRAIL FOR FUTURE CONNECTION



W. FAIRMONT PARKWAY BRIDGE

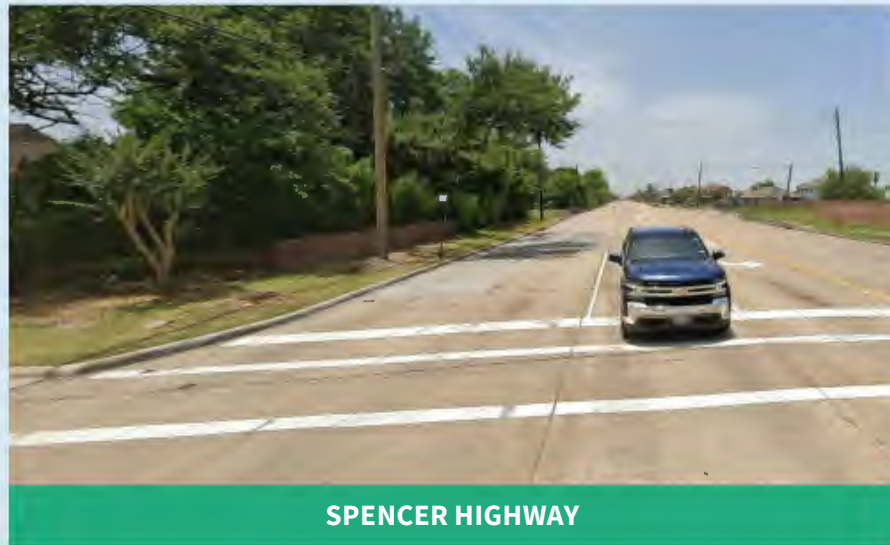


STREET CROSSINGS

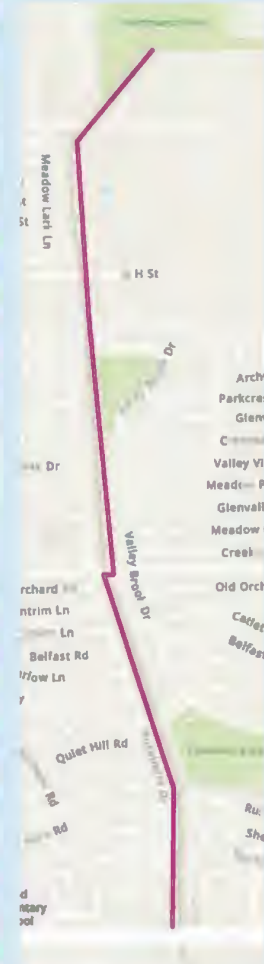
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 - SIGNAL
- **AVENUE L**
 - MID-BLOCK CROSSING
- **NORTHWEST PARK**
 - END TRAIL FOR FUTURE CONNECTION



HILLRIDGE ROAD



SPENCER HIGHWAY



A BOYETTE STREET

- **FROM SPENCER HIGHWAY TO WINBURN TIDE LANE**
- **CONVERT EXISTING ASPHALT ROAD WITH ROADSIDE DITCHES TO CONCRETE CURB AND GUTTER ROAD WITH SIDEWALKS.**
- **PROPOSED 26-FOOT OF WIDTH MATCHES WINBURN TIDE LANE**
- **PROPOSED ROADWAY WIDENING WITH CURB AND GUTTER AND SIDEWALK**



CONNECTION OF BOYETTE STREET TO WINBURN TIDE LANE



ROADSIDE DITCH



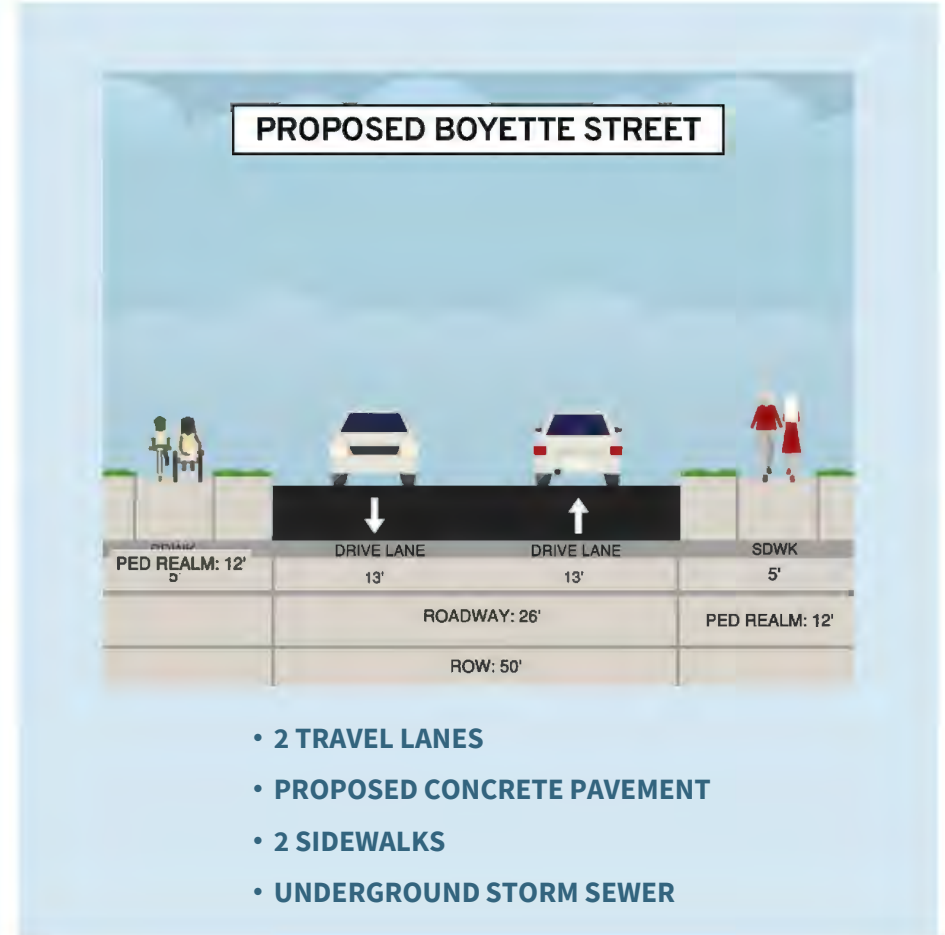
PROJECT LIMITS



BOYETTE STREET TYPICAL SECTION

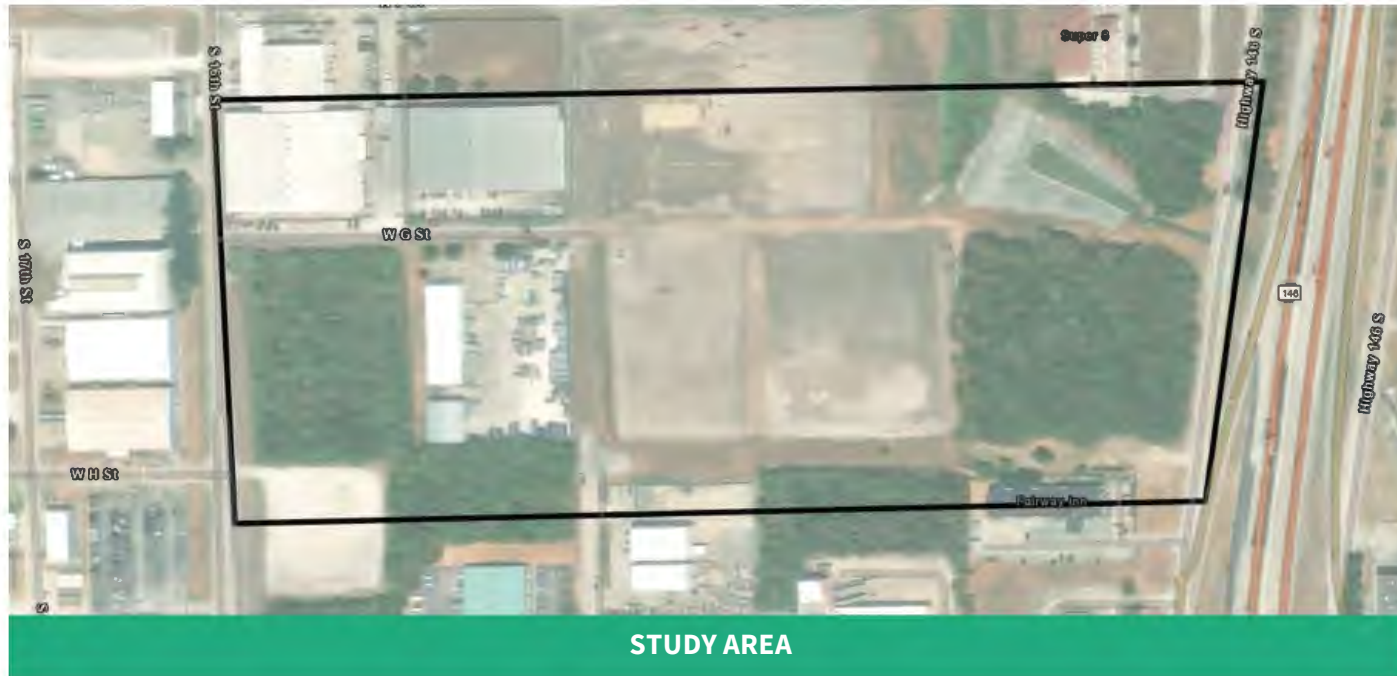


- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES



A G. STREET AND H. STREET

- **GOAL TO PROVIDE A NEW CONNECTION FROM 16th STREET TO HIGHWAY 146**
- **3 ALTERNATIVES DEVELOPED**



G. STREET AND H. STREET

ROUTE ALTERNATIVES

- **ALTERNATIVE 1: G STREET CONNECTION TO HWY 146**
 - DRAINAGE CHANNEL WOULD CAUSE NEED FOR ROW ACQUISITION.
- **ALTERNATIVE 2: H STREET CONNECTION TO HWY 146**
 - ROW ACQUISITION ADJACENT TO 16th STREET
 - SHORTEST ROUTE
- **ALTERNATIVE 3: G STREET AND H STREET COMBINED ROUTE TO HWY 146**
 - NO ROW ACQUISITION
 - LONGER ROUTE



ALTERNATIVE 1



ALTERNATIVE 2



ALTERNATIVE 3

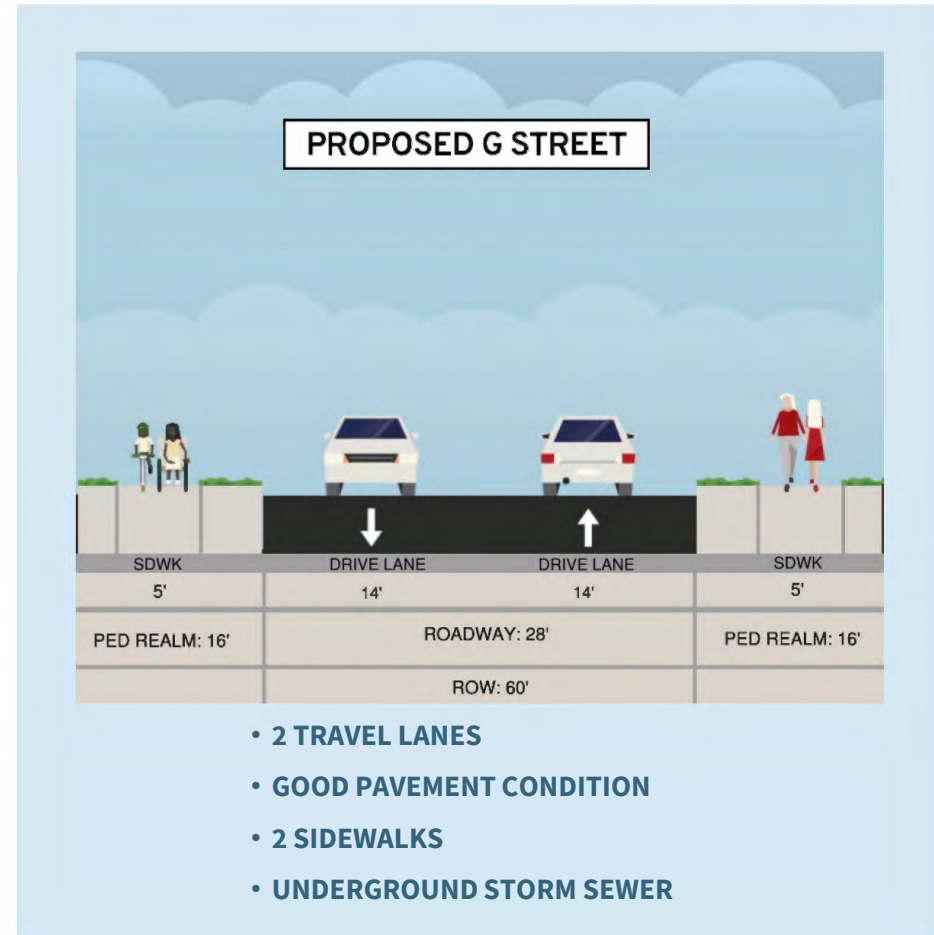


A G. STREET AND H. STREET TYPICAL SECTIONS



EXISTING G STREET

- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES



PROPOSED G STREET

- 2 TRAVEL LANES
- GOOD PAVEMENT CONDITION
- 2 SIDEWALKS
- UNDERGROUND STORM SEWER



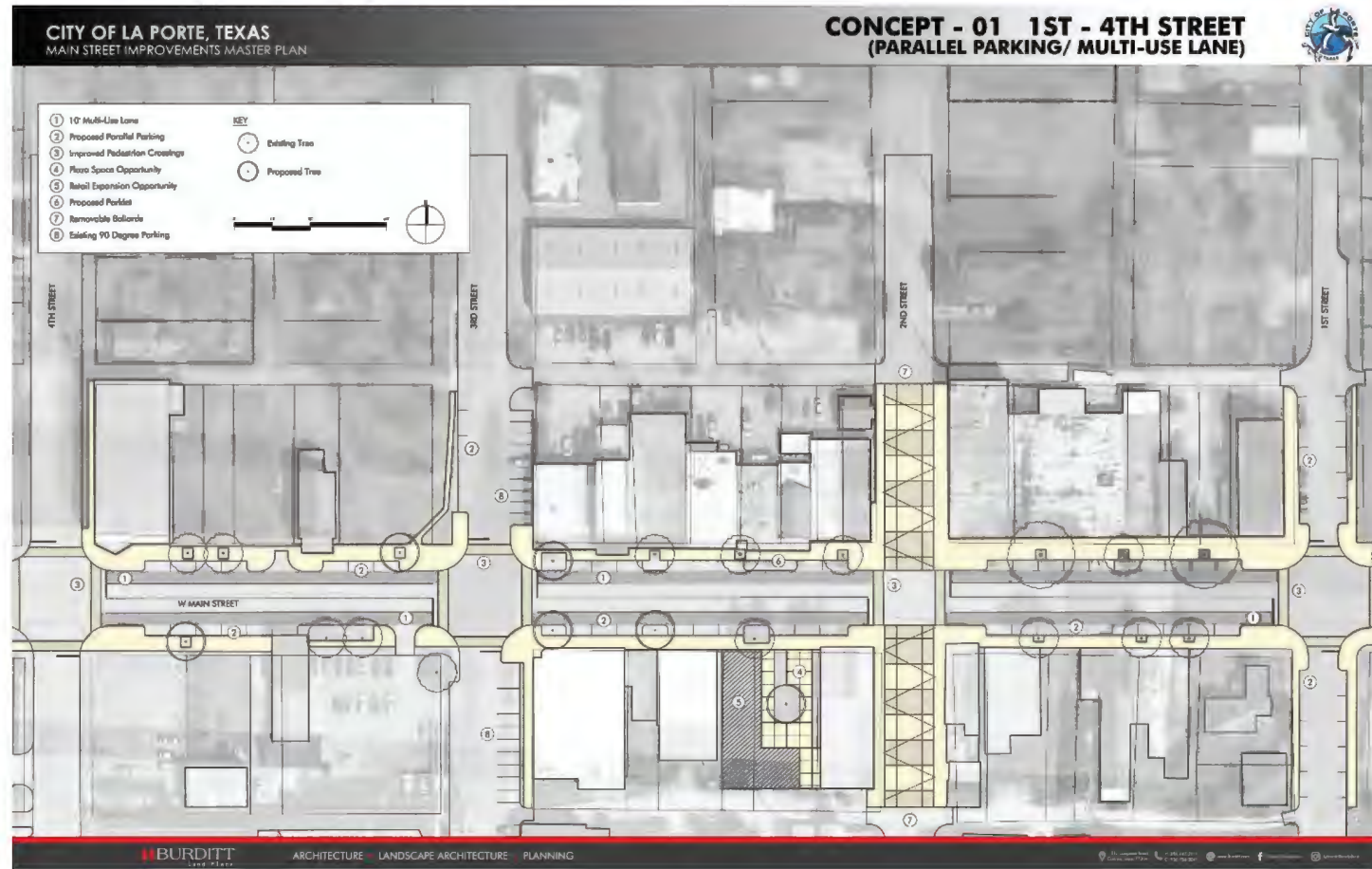
MAIN STREET

- FROM 1st TO 4th
- FEASIBILITY OF CONCEPT



A MAIN STREET

- MULTI-USE LANE
- PARALLEL PARKING
- IMPROVED PEDESTRIAN CROSSINGS
- PLAZA SPACE OPPORTUNITY
- PROPOSED PARKLET
- REMOVABLE BOLLARDS
- NEW TREES

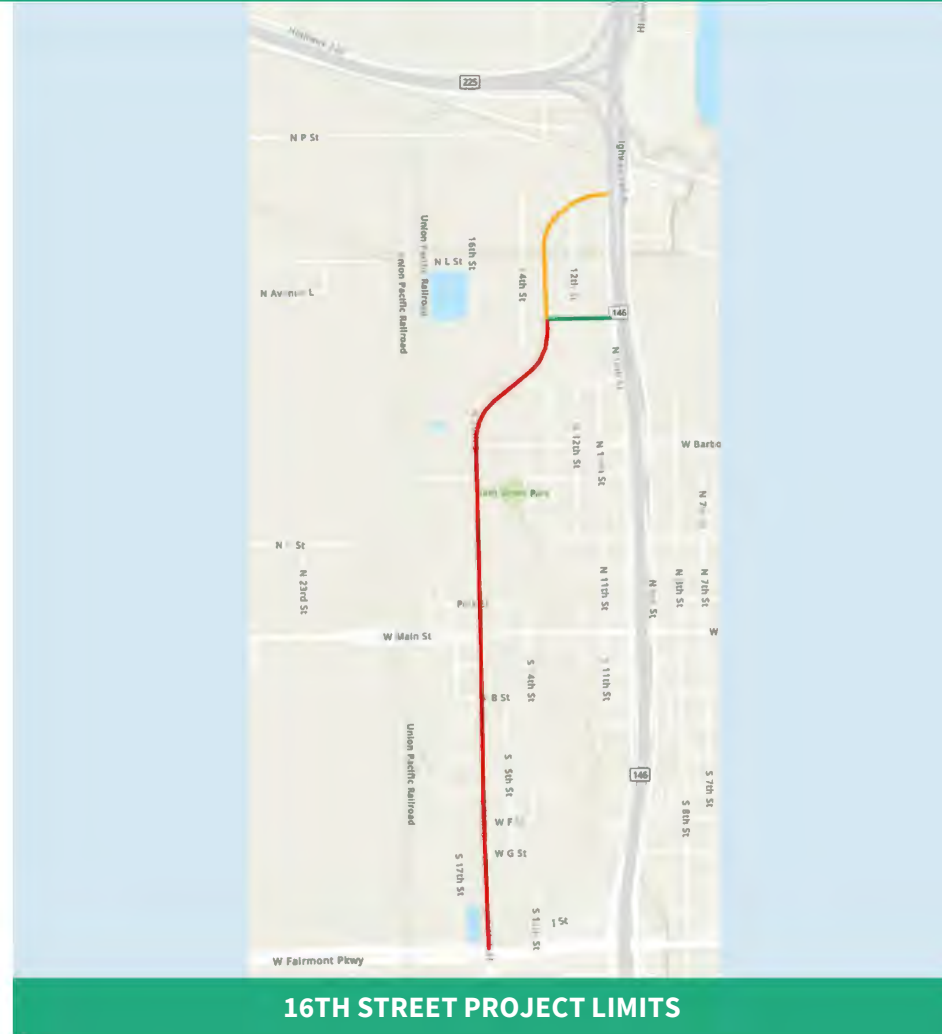


16TH STREET

- **STUDY FEASIBILITY OF RECONSTRUCTION.**
- **FROM W FAIRMONT PKWY TO HIGHWAY 146**
- **CONVERT EXISTING ASPHALT ROAD WITH ROADSIDE DITCHES TO CONCRETE CURB AND GUTTER ROAD WITH SIDEWALKS.**
- **PROPOSED 36 FEET OF WIDTH.**
- **ROUTE STUDY FOR ALTERNATIVES TO CONNECT TO HIGHWAY 146.**
- **RECOMMEND INTERSECTION IMPROVEMENTS AT SPENCER HIGHWAY AND 16th STREET.**



LA PORTE REDEVELOPMENT FEASIBILITY STUDY



16TH STREET PROJECT LIMITS

A 16TH STREET

ROUTE ALTERNATIVES

- **ALTERNATIVE 1: FROM W BARBOURS CUT TO HIGHWAY 146**
 - CONNECTION TO HIGHWAY 146 UNDERPASS
 - CROSSES A DRAINAGE CHANNEL
 - STREET EASEMENT AT PIPELINE CORRIDOR
 - LONGER ROUTE
- **ALTERNATIVE 2: ALONG J STREET**
 - CONNECTION TO HIGHWAY 146 FRONTAGE ROAD
 - SHORTER ROUTE
 - AVOIDS CROSSING THE DRAINAGE CHANNEL
 - AVOIDS PIPELINE CORRIDOR



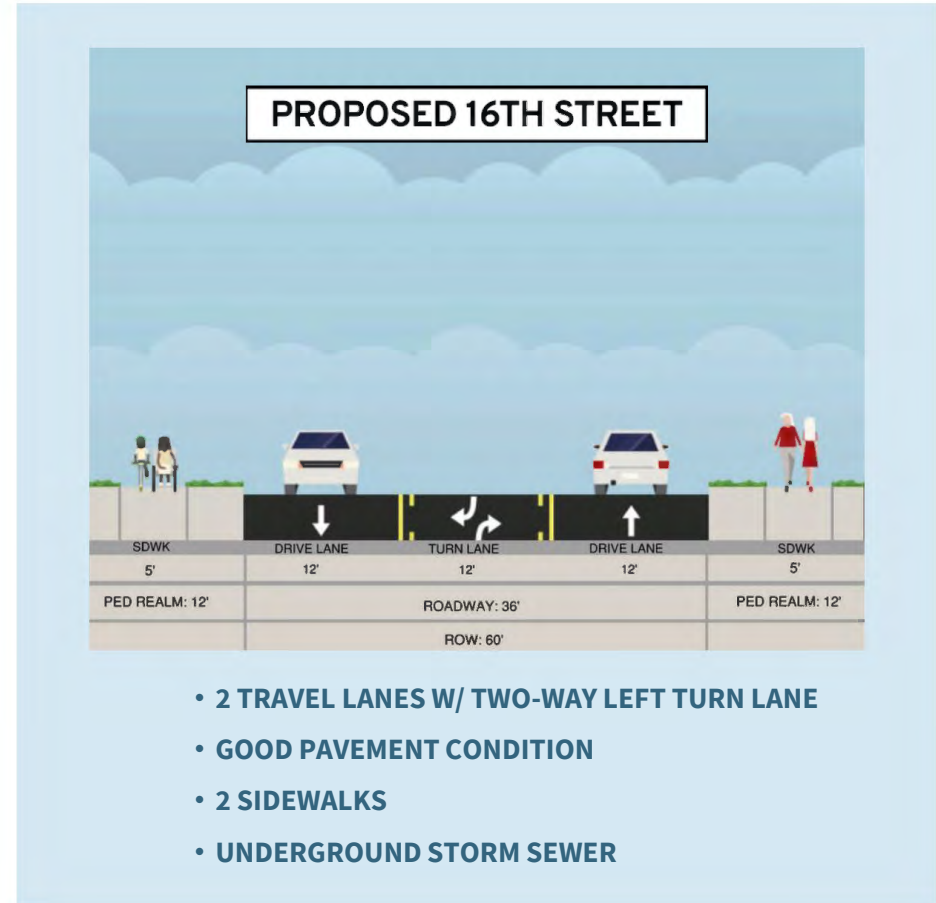
HIGHWAY 146 (ALT 1)



16TH STREET TYPICAL SECTIONS



- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES



- 2 TRAVEL LANES W/ TWO-WAY LEFT TURN LANE
- GOOD PAVEMENT CONDITION
- 2 SIDEWALKS
- UNDERGROUND STORM SEWER



16TH STREET AT SPENCER HIGHWAY

- **EXISTING CONDITIONS**

- SIGNIFICANT DAMAGE TO THE CURBS

- **INTERSECTION IMPROVEMENTS**

- 16th STREET AT SPENCER HIGHWAY
- PROPOSED LEFT TURN LANE
- INCREASE INTERSECTION RADII





Q&A



LA PORTE REDEVELOPMENT FEASIBILITY STUDY



LAKES AT FAIRMONT GREEN DETENTION BASIN

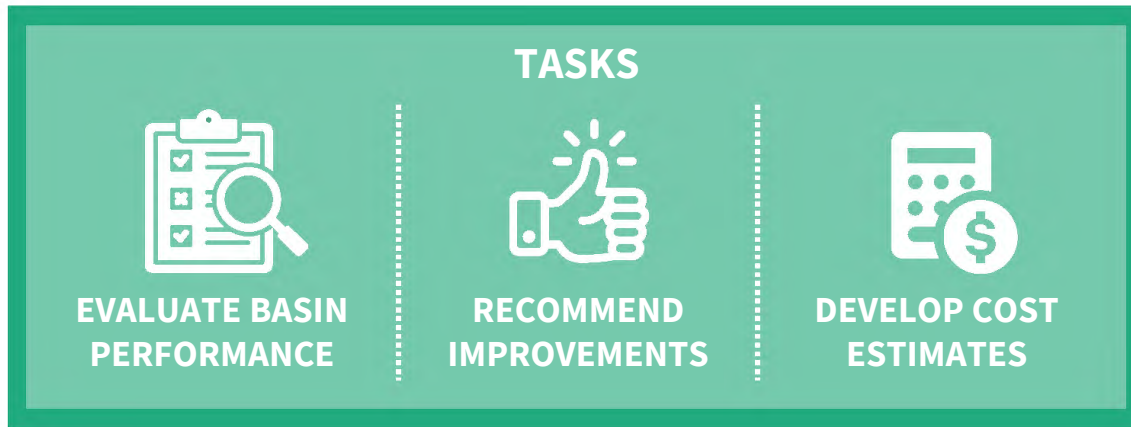
BOARD MEETING: AUGUST 8, 2024





BACKGROUND

- Basin constructed in mid-2000s to serve the Lakes at Fairmont Greens subdivision.
- Discharges to HCFC Channel A104-00-00.
- Basin now also serves as the outfall for recent development north of Wharton Weems Boulevard.



LAKES AT FAIRMONT GREEN DETENTION BASIN

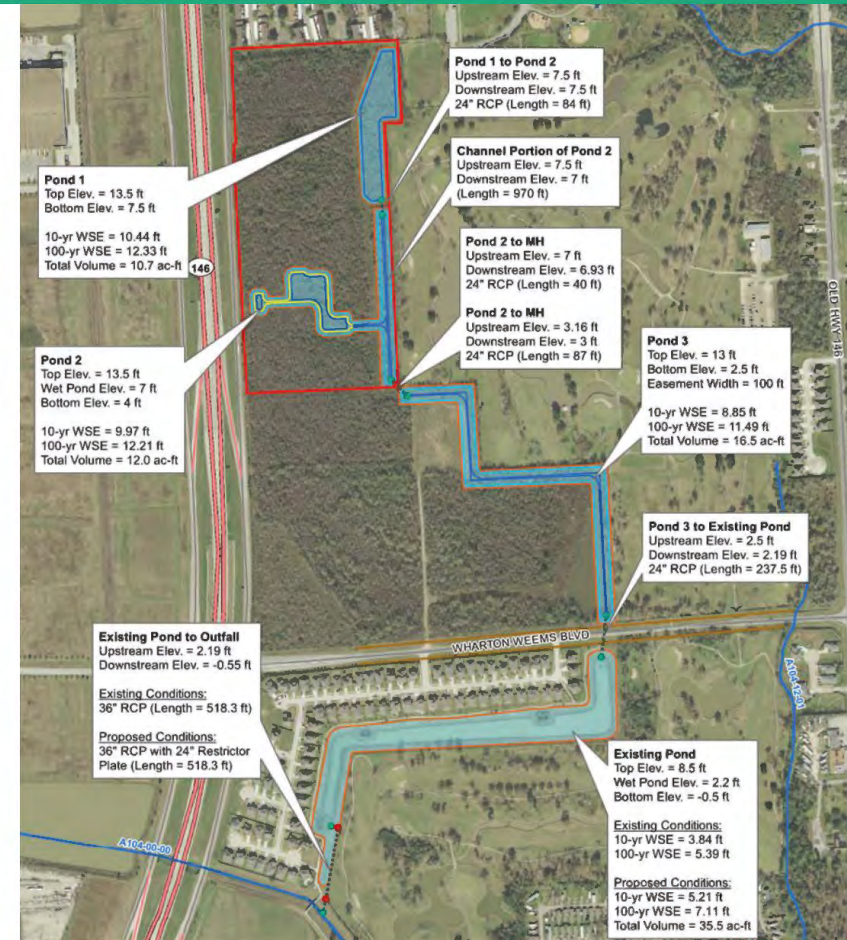


FIGURE TAKEN FROM FAIRMONT GREENS NORTH DRAINAGE IMPACT STUDY REPORT (DEC, 2019)



FINDINGS

- Long, flat pond bottom design contributes to poor water circulation.
- Sediment forebays are not functioning and are overgrown with trees and vegetation.
- Side slope erosion is primarily due to a lack of a backslope drainage system. However, side slopes are generally stable.
- Hydraulic capacity may be restricted due to overgrowth around inflow and outflow pipes.



LAKES AT FAIRMONT GREEN DETENTION BASIN



RECOMMENDATIONS



INSTALL AERATION SYSTEM TO IMPROVE CIRCULATION AND REDUCE ALGAE.



REMOVE NON-FUNCTIONAL SEDIMENT FOREBAYS (CHOKE POINTS).



DE-SILT POND BOTTOM TO DESIGN ELEVATION (SURVEY REQUIRED).



FILL SIDE SLOPE EROSION WITH ON-SITE SPOILS. INSTALL BACKSLOPE DRAINAGE SYSTEM TO PREVENT FUTURE EROSION.



KEEP INFLOW AND OUTFLOW PIPES CLEAR OF SEDIMENT AND VEGETATION.



KEEP FLOATABLE COLLECTION SCREEN AT BASIN OUTFALL CLEAR OF VEGETATION AND DEBRIS.





- **Need survey to estimate costs involving earthwork.**

- Removing sediment forebays
- De-silting pond bottom

- **Recommendations memo includes typical costs for vegetation management at large scale. However, HOA vendor costs may differ.**

- **Implementation**

- Aeration will have the most immediate impact on water quality and aesthetics. Costs vary widely depending on system type and maintenance requirements.
- Keep basin outfall and floatable collection screen clear – low cost, immediate benefit.
- Conduct survey to determine whether earthwork is needed to improve basin performance.



PROGRESS REPORT— JULY 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19



La Porte Redevelopment Authority
(TIRZ #1)

PROJECT LOCATION

The project is located along M Street between South 16th and North Highway 146 in La Porte Texas.

- The planned roadway improvements are in Harris County within the La Porte city limits.

FUNDING

- La Porte Redevelopment Authority (TIRZ #1)

PROJECT BACKGROUND

Gauge Engineering was contracted by the La Porte Redevelopment Authority (TIRZ #1) to prepare the design documents and manage construction & inspection for the M Street Improvement Project.

PROJECT OBJECTIVES

La Porte Redevelopment Authority (TIRZ #1) is committed to constructing a local roadway and utility improvements within undeveloped right-of-way. These roadway improvements will provide connectivity to 16th Street & Highway 146 and greater ingress/egress for future development along M Street.



PROJECT STATUS

- **Water and Sanitary:**
 - Installed approx. 27 LF of 12" dia. water line with trench safety.
 - Installed 1 wet connection.
- **Drainage:**
 - Adjusted existing storm manhole.
- **Traffic Control:**
 - Maintained traffic control devices.
- **SW3P:**
 - Inspection and maintenance.
- **Site Prep & Earthwork:**
 - Soil hauled and disposed of offsite.

NEXT STEPS

- **Site Preparation and Earthwork:**
 - Roadway excavation.
- **Subgrade and Paving:**
 - Subgrade preparation.
 - Start installation of concrete pavement.
- **Traffic Control:**
 - Maintain TCP.
- **Signing and Striping:**
 - No work planned.
- **Drainage:**
 - Install 48" outfall.
- **Water and Sanitary Sewer:**
 - No work planned.
- **SW3P:**
 - Maintain SW3P.

PROGRESS REPORT— JULY 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19



La Porte Redevelopment Authority
(TIRZ #1)

CONSTRUCTION TIME

- Original Contract Time: 240 Days
- Notice to Proceed Date: March 18, 2024

CONTACT INFORMATION

Construction Manager:
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079



Contractor:
Carter Construction, 7615 FM 3180,
Baytown, TX 77523

PAYMENT ESTIMATES

Original Contract Amount	\$2,491,925.00
Change Order Amount to Date	-
Current Contract Amount	\$2,491,925.00
Previous Payments	\$1,491,963.12
Current Payment(s) Due	\$8,143.20
Contract Completion Date	11/13/2024
Balance Remaining with Retainage	\$825,140.20

PROGRESS PHOTOS



Wet Connection Installation



Hauling and Disposing of Soil Offsite



TCP Maintenance



Site Preparation



July 2, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority (TIRZ #1)
9600 Long Point Road, Suite 200
Houston, Texas 77035

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 04

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 04 in the amount of \$202,554.00 for construction services rendered through June 30, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$202,554.00 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

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

Sincerely,

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

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 04

Estimate No. 4
 Cut off Date 06/30/24
 Estimate Date 07/02/24

City of La Porte / La Porte Redevelopment Authority (TIRZ #1)
Estimate and Certificate for Payment Unit Price Work



Project Name : M Street Improvement Project
 Contractor Name : Carter Construction, LLC
 Address : 7615 FM 3180, Baytown, TX 77523

Proj No. 75-19

Contract Date : 1/25/2024
 Start Date : 3/18/2024
 Current Contract Completion Date : 11/13/2024

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
 Approved Extensions : 0
 Total Contract Time : 240
 Days Used to Date : 104
 Days Remaining to Date : 136
 Schedule Update Received :

Percentage By Time : 43.33% In Place : 66.52%
 Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT AMOUNT TO DATE :

1- Original Contract Amount \$2,491,925.00
 2- Approved Change Orders

No.	Date	Ext.Days	Amount

Total Approved Extensions **0** Total Change Orders to Date \$0.00

3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

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

TOTAL CONTRACT AMOUNT (excludes WCDs) \$2,491,925.00

A. EARNINGS TO DATE

1- Work Completed to Date	66.52% Complete		Current Month Billing	\$225,060.00
2- Material Stored on Site	\$0.00		\$1,657,736.80	
3- Material Stored in Place	\$0.00			
4- Balance-Materials Accepted Not in Place	\$0.00	@ 85%	\$0.00	
5- Work Change Directives - In Place			\$0.00	

TOTAL EARNINGS TO DATE \$1,657,736.80

B. DEDUCTIONS

1- Retainage	10%	Of	\$1,657,736.80	\$165,773.68	
2- Retainage Release	0%	Of	\$1,657,736.80	\$0.00	
3- Total Retainage				\$165,773.68	
4- Liquidated Damages		0.00 Days @		\$0.00	
5- Assessments				\$0.00	
6- Inspector Overtime Costs				\$0.00	

TOTAL DEDUCTIONS \$165,773.68

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date	\$1,657,736.80		
2- Total Deductions	\$165,773.68		
3- Total Payments Due			\$1,491,963.12
4- Less Previous Payments			\$1,289,409.12
5- Restoration Adjustment			\$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE **\$202,554.00**
BALANCE REMAINING **\$834,188.20**

Prepared By Taylor Risien, P.E. 7/2/2024
 Date

Approved By: _____ 8-8-2024
 La Porte Redevelopment Authority Date

Reviewed By Muhammad Ali, P.E. 7/2/2024
 Date

CONTRACTOR'S RELEASE OF LIENS, LEIN WAIVER, AND AFFIDAVIT

Reference is hereby made to that certain Agreement between La Porte Redevelopment Authority (hereinafter called "Owner") and Carter Construction, LLC (hereinafter called "Contractor"), dated January 25, 2024, on the project known as: M Street Improvement Project being erected upon the real property described in Exhibit A attached hereto and made a part hereof. Reference is also made to those certain invoices of the Contractor to Owner set forth in Exhibit B attached hereto and made a part hereof.

The Contractor does hereby represent and warrant, subject to contractual retainage not yet due, if any:

A That all bills for materials and all labor and services furnished by or through it on said project from the commencement of the work thereon to the date hereof have been or will be fully paid and discharged by it out of the proceeds received or to be received pursuant to the Owner's draw request of even date herewith, save and except those listed below, if any; and,

B That the receipted material bills and the certified payrolls attached to this lien waiver have been fully paid and discharged by the Contractor and represent work, materials, and labor actually furnished on said project and constitute all of the work, materials, and labor furnished by or through the Contractor on said project as of the date hereof.

C The schedule of account for the Contractor is as follows:

Total Contract Amount	\$ 2,491,925.00
	<hr/>
Total Completed to Date	\$ 1,657,736.80
	<hr/>
Less Agreed Retainage	\$ 165,773.68
	<hr/>
Total Earned Less Retainage	\$ 1,491,963.12
	<hr/>
Less Previous Payment Received	\$ 1,289,409.12
	<hr/>
Amount Paid Incident to this Lien Waiver	\$ 202,554.00
	<hr/>

Upon the receipt by the Contractor of the Owner's remittance for the amount of said invoice and the final clearance and payment of said remittance, the Contractor.

1. Agrees to and does hereby waive and release said property, project, Owner, and all bond or payment sureties and guarantors of said Owner, if any, from, and does hereby agree to protect, indemnify, defend, and hold harmless said property, project, Owner, lenders, sureties, and guarantors against,
 - a. Any and all liens, statutory, constitutional, or otherwise, and,
 - b. Any and all obligations under any bond or guaranty for payment, if any, furnished by said Owner, whether pursuant to agreement or requirement of law, and,
 - c. Any and all other claims whatsoever, statutory, constitutional or otherwise, for any and all work, labor, and materials furnished by or through the Contractor.

The remittance of said Owner, identified as payment of said invoices and endorsed by the Contractor and marked "paid" or "canceled" by the bank against which said remittance was drawn, shall constitute

conclusive proof that said invoice was paid and that payment thereof was received by the Contractor, and thereupon, this lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

The undersigned representative of the Contractor does hereby certify under oath that the warranties and representations herein contained are true and correct and that he or she is fully authorized and empowered to execute this instrument for and on behalf of the Contractor and to bind the Contractor hereto.

Dated this 2nd day of July, 2024.

By: 

Name: Paul Fowler

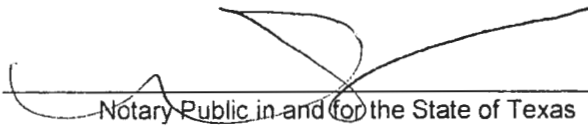
Title: Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by Paul Fowler, Project Manager of Carter Construction, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of July, 2024,



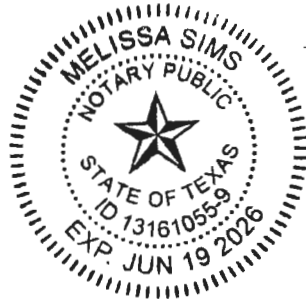
Notary Public in and for the State of Texas

Melissa Sims

Printed or Stamped Name of Notary

My Commission Expires: 6-19-26

(Notary Seal)





APPLICATION FOR PAYMENT

Owner: City of La Porte / La Porte Redevelopment Authority
 604 W Fairmont Parkway
 La Porte, TX 77571
Attn: Gauge Engineering, Taylor Risien, P.E.

Date: July 2, 2024

Estimate No.: 4

Estimate Period:

begin	end
06/01/24	06/30/24

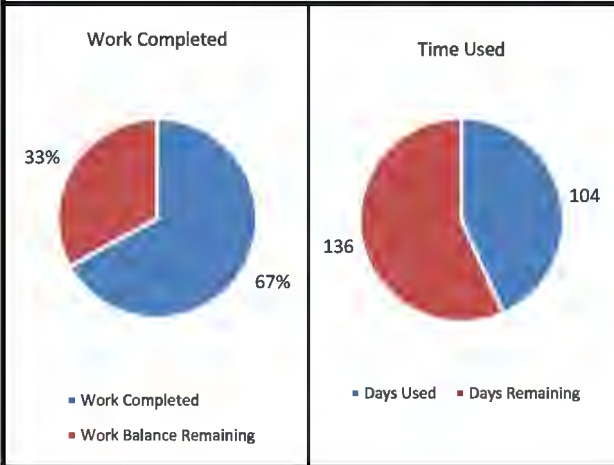
Contractor: Carter Construction, LLC
 7615 FM 3180
 Baytown, TX 77523

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1	Mar	\$	73,539.00
2	Apr	\$	764,265.87
3	May	\$	451,604.25
4	Jun		
5	Jul		



Original Contract Amount:	\$ 2,491,925.00
Change Orders:	\$ -
Current Contract Amount:	\$ 2,491,925.00
TOTAL WORK COMPLETE: <u>66.5%</u>	\$ 1,657,736.80
COMPLETED CHANGE ORDER TOTAL:	\$ -
BILLED INVENTORY:	\$ -
TOTAL WORK COMPLETED INCL. CHANGE ORDERS:	\$ 1,657,736.80
RETAINAGE (10%):	\$ (165,773.68)
SUBTOTAL LESS RETAINAGE:	\$ 1,491,963.12
LESS PREVIOUS ESTIMATES:	\$ 1,289,409.12
TOTAL AMOUNT DUE FOR PAYMENT:	\$ 202,554.00

← **\$ 1,289,409.12**

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED:

 Paul Fowler, Project Manager

SIGNED:

 Taylor Risien, P.E.

DATE: July 2, 2024

DATE: 07/02/2024

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 4

ESTIMATE PERIOD: 6/1/24 - 6/30/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SITE PREPARATION AND EARTHWORK ITEMS:												
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00	12.00	\$300.00		\$0.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00	150.00	\$2,250.00		\$0.00	150.00	\$2,250.00	29.64%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50	160.00	\$400.00		\$0.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00	1.00	\$600.00		\$0.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00	58.00	\$870.00		\$0.00	58.00	\$870.00	362.50%
SUBGRADE AND PAVING ITEMS:												
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
14	Bank Run Sand, 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Reinforced Concrete Retaining Wall	61.00	CY	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
TRAFFIC CONTROL ITEMS:												
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	2.50	\$1,250.00	3.50	\$1,750.00	43.75%
SIGNING AND STRIPING ITEMS:												
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	ReflectORIZED Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	ReflectORIZED Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	ReflectORIZED Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
DRAINAGE ITEMS:												
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50	162.00	\$567.00	1606.00	\$5,621.00	1768.00	\$6,188.00	121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00	8.00	\$960.00		\$0.00	8.00	\$960.00	100.00%

29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00	55.00	\$7,425.00		\$0.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00	36.00	\$4,860.00	374.00	\$50,490.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00	30.00	\$5,100.00		\$0.00	30.00	\$5,100.00	100.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00	2.00	\$7,400.00		\$0.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00	1.00	\$3,600.00	2.00	\$7,200.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00	1.00	\$6,100.00	1.00	\$6,100.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00	0.50	\$2,700.00	2.00	\$10,800.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00	0.50	\$2,100.00	1.00	\$4,200.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00	2.00	\$6,000.00		\$0.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
WATER AND SANITARY SEWER ITEMS:												
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	407.00	\$814.00	807.00	\$1,614.00	1214.00	\$2,428.00	97.75%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00	1.00	\$6,500.00		\$0.00	1.00	\$6,500.00	100.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00	3.00	\$20,400.00	2.00	\$13,600.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00	35.00	\$840.00		\$0.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	389.00	\$47,458.00	774.00	\$94,428.00	1163.00	\$141,886.00	97.73%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	2.00	\$5,200.00		\$0.00	2.00	\$5,200.00	100.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00	2.00	\$1,200.00		\$0.00	2.00	\$1,200.00	100.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00	403.00	\$38,688.00		\$0.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00	46.00	\$3,128.00		\$0.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00	1.00	\$600.00		\$0.00	1.00	\$600.00	50.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00	3.00	\$28,500.00		\$0.00	3.00	\$28,500.00	100.00%
STORMWATER POLLUTION PREVENTION PLAN ITEMS:												
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	2.50	\$5,000.00	3.50	\$7,000.00	43.75%
EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):												
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
CASH ALLOWANCE:												
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.144	\$14,400.00	0.08	\$8,200.00	0.23	\$22,600.00	22.60%
TOTALS					\$2,491,925.00		\$225,060.00		\$1,432,676.80		\$1,657,736.80	66.52%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

SIGNED: 
 Paul Fowler, Project Manager

DATE: 7-2-2024

ENGINEER: Gauge Engineering

SIGNED: 
 Taylor Rtslen, P.E.

DATE: 07/02/2024

Additional Work Items Summary (Field Changes)

M Street Improvement Project

ESTIMATE NO.: 4

ESTIMATE PERIOD: 6/1/24 - 6/30/24

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72											
	Waterline Offset (RFI 2323-02)											
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$ 7,000.00		\$ -	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)											
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$ 600.00		\$ -		\$ -	0.00	\$ -	0.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$ 14,400.00	48.00	\$ 14,400.00		\$ -	48.00	\$ 14,400.00	100.00%
TOTALS					\$25,500.00		\$14,400.00		\$8,200.00		\$22,600.00	88.63%



July 30, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority (TIRZ #1)
9600 Long Point Road, Suite 200
Houston, Texas 77035

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 05

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 05 in the amount of \$8,143.20 for construction services rendered through July 26, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$8,143.20 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

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

Sincerely,

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

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 05

Estimate No. 5
 Cut off Date 07/26/24
 Estimate Date 07/30/24

City of La Porte / La Porte Redevelopment Authority (TIRZ #1)
 Estimate and Certificate for Payment Unit Price Work



Project Name : M Street Improvement Project
 Contractor Name : Carter Construction, LLC
 Address : 7615 FM 3180, Baytown, TX 77523

Proj No. 75-19

CONTRACT TIME IN CALENDAR DAYS

Contract Date : 1/25/2024
 Start Date : 3/18/2024
 Current Contract Completion Date : 11/13/2024
 Percentage By Time : 54.17% In Place : 66.89%
 Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

Original Contract Time : 240
 Approved Extensions : 0
 Total Contract Time : 240
 Days Used to Date : 130
 Days Remaining to Date : 110
 Schedule Update Received :

CONTRACT AMOUNT TO DATE :

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

\$2,491,925.00

No.	Date	Ext.Days	Amount

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

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

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$2,491,925.00

A. EARNINGS TO DATE

1- Work Completed to Date	66.89% Complete	Current Month Billing	\$9,048.00
2- Material Stored on Site	\$0.00		\$1,666,784.80
3- Material Stored in Place	\$0.00		
4- Balance-Materials Accepted Not in Place	\$0.00 @ 85%		\$0.00
5- Work Change Directives - In Place			\$0.00

TOTAL EARNINGS TO DATE **\$1,666,784.80**

B. DEDUCTIONS

1- Retainage	10% Of	\$1,666,784.80	\$166,678.48
2- Retainage Release	0% Of	\$1,666,784.80	\$0.00
3- Total Retainage			\$166,678.48
4- Liquidated Damages	0.00 Days @		\$0.00
5- Assessments			\$0.00
6- Inspector Overtime Costs			\$0.00

TOTAL DEDUCTIONS **\$166,678.48**

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date	\$1,666,784.80
2- Total Deductions	\$166,678.48
3- Total Payments Due	\$1,500,106.32
4- Less Previous Payments	\$1,491,963.12
5- Restoration Adjustment	\$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$8,143.20
BALANCE REMAINING \$825,140.20

Prepared By Taylor Risien, P.E. 7/30/2024 Date

Reviewed By Muhammad Ali, P.E. 7/30/2024 Date

Approved By: La Porte Redevelopment Authority 8/8/2024 Date

**CONTRACTOR'S RELEASE OF LIENS,
LEIN WAIVER, AND AFFIDAVIT**

Reference is hereby made to that certain Agreement between La Porte Redevelopment Authority (hereinafter called "Owner") and Carter Construction, LLC (hereinafter called "Contractor"), dated January 25, 2024, on the project known as: M Street Improvement Project being erected upon the real property described in Exhibit A attached hereto and made a part hereof. Reference is also made to those certain invoices of the Contractor to Owner set forth in Exhibit B attached hereto and made a part hereof.

The Contractor does hereby represent and warrant, subject to contractual retainage not yet due, if any:

A That all bills for materials and all labor and services furnished by or through it on said project from the commencement of the work thereon to the date hereof have been or will be fully paid and discharged by it out of the proceeds received or to received pursuant to the Owner's draw request of even date herewith, save and except those listed below, if any; and,

B That the receipted material bills and the certified payrolls attached to this lien waiver have been fully paid and discharged by the Contractor and represent work, materials, and labor actually furnished on said project and constitute all of the work, materials, and labor furnished by or through the Contractor on said project as of the date hereof.

C The schedule of account for the Contractor is as follows:

Total Contract Amount	\$ 2,491,925.00
Total Completed to Date	\$ 1,666,784.80
Less Agreed Retainage	\$ 166,678.48
Total Earned Less Retainage	\$ 1,500,106.32
Less Previous Payment Received	\$ 1,491,963.12
Amount Paid Incident to this Lien Waiver	\$ 8,143.20

Upon the receipt by the Contractor of the Owner's remittance for the amount of said invoice and the final clearance and payment of said remittance, the Contractor.

1. Agrees to and does hereby waive and release said property, project, Owner, and all bond or payment sureties and guarantors of said Owner, if any, from, and does hereby agree to protect, indemnify, defend, and hold harmless said property, project, Owner, lenders, sureties, and guarantors against,
 - a. Any and all liens, statutory, constitutional, or otherwise, and,
 - b. Any and all obligations under any bond or guaranty for payment, if any, furnished by said Owner, whether pursuant to agreement or requirement of law, and,
 - c. Any and all other claims whatsoever, statutory, constitutional or otherwise, for any and all work, labor, and materials furnished by or through the Contractor.

The remittance of said Owner, identified as payment of said invoices and endorsed by the Contractor and marked "paid" or "canceled" by the bank against which said remittance was drawn, shall constitute

conclusive proof that said invoice was paid and that payment thereof was received by the Contractor, and thereupon, this lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

The undersigned representative of the Contractor does hereby certify under oath that the warranties and representations herein contained are true and correct and that he or she is fully authorized and empowered to execute this instrument for and on behalf of the Contractor and to bind the Contractor hereto.

Dated this 30th day of July, 2024.

By:  _____

Name: Paul Fowler

Title: Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by Paul Fowler, Project Manager of Carter Construction, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July, 2024,



(Notary Seal)

Christina Fowler
Notary Public in and for the State of Texas

Christina Fowler
Printed or Stamped Name of Notary

My Commission Expires 08.05.26



APPLICATION FOR PAYMENT

Owner: City of La Porte / La Porte Redevelopment Authority
 604 W Fairmont Parkway
 La Porte, TX 77571
Attn: Gauge Engineering, Taylor Risien, P.E.

Date: July 30, 2024

Estimate No.: 5

Estimate Period:

begin	end
07/01/24	07/26/24

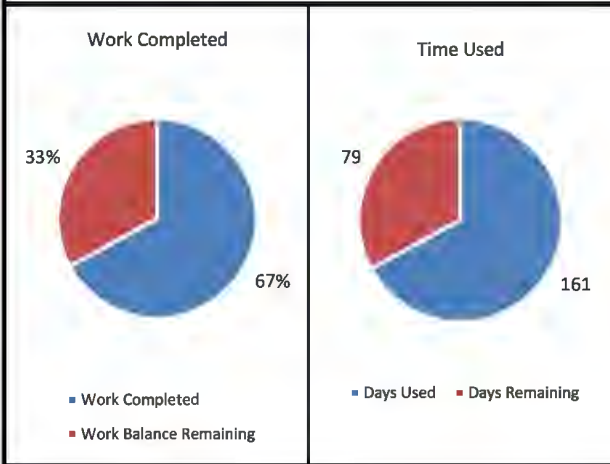
Contractor: Carter Construction, LLC
 7615 FM 3180
 Baytown, TX 77523

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1	Mar	\$	73,539.00
2	Apr	\$	764,265.87
3	May	\$	451,604.25
4	Jun	\$	202,554.00
5	Jul		
6	Aug		
7	Sep		
8	Oct		



Original Contract Amount:	\$ 2,491,925.00
Change Orders:	\$ -
Current Contract Amount:	\$ 2,491,925.00
TOTAL WORK COMPLETE:	66.9% \$ 1,666,784.80
COMPLETED CHANGE ORDER TOTAL:	\$ -
BILLED INVENTORY:	\$ -
TOTAL WORK COMPLETED INCL. CHANGE ORDERS:	\$ 1,666,784.80
RETAINAGE (10%):	\$ (166,678.48)
SUBTOTAL LESS RETAINAGE:	\$ 1,500,106.32
LESS PREVIOUS ESTIMATES:	\$ 1,491,963.12
TOTAL AMOUNT DUE FOR PAYMENT:	\$ 8,143.20

← \$ 1,491,963.12

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED:
 Paul Fowler, Project Manager

SIGNED:
 Taylor Risien, P.E.

DATE: July 30, 2024

DATE: 7/30/2024

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 5

ESTIMATE PERIOD: 7/1/24 - 7/26/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SITE PREPARATION AND EARTHWORK ITEMS:												
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00	12.00	\$300.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00		\$0.00	150.00	\$2,250.00	150.00	\$2,250.00	29.64%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00	160.00	\$400.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00		\$0.00	1.00	\$600.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00	58.00	\$870.00	58.00	\$870.00	362.50%
SUBGRADE AND PAVING ITEMS:												
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
14	Bank Run Sand, 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Reinforced Concrete Retaining Wall	61.00	CY	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
TRAFFIC CONTROL ITEMS:												
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	3.50	\$1,750.00	4.50	\$2,250.00	56.25%
SIGNING AND STRIPING ITEMS:												
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	ReflectORIZED Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	ReflectORIZED Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	ReflectORIZED Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
DRAINAGE ITEMS:												
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50		\$0.00	1768.00	\$6,188.00	1768.00	\$6,188.00	121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00	8.00	\$960.00	8.00	\$960.00	100.00%

29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00		\$0.00	55.00	\$7,425.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00		\$0.00	410.00	\$55,350.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00		\$0.00	30.00	\$5,100.00	30.00	\$5,100.00	100.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00	2.00	\$7,400.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00	3.00	\$10,800.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00	2.00	\$12,200.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00	2.50	\$13,500.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00	1.50	\$6,300.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
WATER AND SANITARY SEWER ITEMS:												
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	27.00	\$54.00	1214.00	\$2,428.00	1241.00	\$2,482.00	99.92%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00	1.00	\$6,500.00	100.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00		\$0.00	5.00	\$34,000.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00	35.00	\$840.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	27.00	\$3,294.00	1163.00	\$141,886.00	1190.00	\$145,180.00	100.00%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	1.00	\$2,600.00	2.00	\$5,200.00	3.00	\$7,800.00	150.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00	2.00	\$1,200.00	2.00	\$1,200.00	100.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00	403.00	\$38,688.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00	46.00	\$3,128.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00	1.00	\$600.00	1.00	\$600.00	50.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00	3.00	\$28,500.00	3.00	\$28,500.00	100.00%
STORMWATER POLLUTION PREVENTION PLAN ITEMS:												
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	3.50	\$7,000.00	4.50	\$9,000.00	56.25%
EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):												
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
CASH ALLOWANCE:												
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.006	\$600.00	0.226	\$22,600.00	0.232	\$23,200.00	23.20%
TOTALS							\$9,048.00		\$1,657,736.80		\$1,666,784.80	66.89%

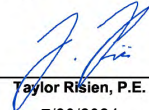
SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

SIGNED: 
 Paul Fowler, Project Manager

DATE: 7-30-2024

ENGINEER: Gauge Engineering

SIGNED: 
 Taylor Risien, P.E.

DATE: 7/30/2024

Additional Work Items Summary (Field Changes)

M Street Improvement Project

ESTIMATE NO.: 5

ESTIMATE PERIOD: 7/1/24 - 7/26/24

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72											
	Waterline Offset (RFI 2323-02)											
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$ 7,000.00		\$ -	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)											
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$ 600.00	1.00	\$ 600.00		\$ -	1.00	\$ 600.00	100.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$ 14,400.00		\$ -	48.00	\$ -	48.00	\$ 14,400.00	100.00%
TOTALS					\$25,500.00		\$600.00		\$8,200.00		\$23,200.00	90.98%

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

5. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices, including approval of developer disbursements for tax year 2023; and ratify payment of July invoices.

9/30/2024

	<u>Development Agreement</u>	<u>Balance 9/30/23 Audit</u>	<u>City Payments</u>	<u>County Payments</u>	<u>ISD Payments</u>	<u>Total Payments</u>	<u>Balance Due To Developers</u>
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 2,167,241.00	\$ 172,733.71		\$ 148,052.47	\$ 320,786.17	\$ 1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$ -	\$ -			\$ -	\$ -
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,124,808.00	\$ 137,836.74			\$ 137,836.74	\$ 986,971.26
Senior Associates		\$ 446,088.00	\$ 11,773.23			\$ 11,773.23	\$ 434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ -				\$ -	\$ -
Jabez La Porte (Artesia Village)	\$ 1,952,754.00	\$ 1,565,881.00	\$ 135,913.32		\$ 136,010.62	\$ 271,923.94	\$ 1,293,957.06
Hawthorne At La Porte (2)	\$ 2,019,908.00	\$ 1,230,331.00	\$ 343,141.86		\$ 415,636.62	\$ 758,778.49	\$ 471,552.51
Stonemarc (Approved January 2022)	\$ 1,456,000.00			(1)			\$ -
Sylvan Beach Enclave - Bayway Homes (Ap Reserve)	\$ 681,903.99			(1)		\$ -	
TOTAL	\$ 24,269,603.00	\$ 6,534,349.00	\$ 801,398.87	\$ -	\$ 699,699.71	\$ 1,501,098.57	\$ 5,033,250.43

(1) No AUP

Note:

65 La Porte Payment	
2022 Tax Year Payment Due	\$ 305,805.87
2022 Tax Year Payment Made 9/18/23	\$ (305,805.87)
2022 Tax Year Payment Made 10/9/23	\$ (305,805.87)
2023 Tax Year Payment Due	\$ 320,786.17
2023 Tax Year Payment Made	\$ 14,980.30

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

6. Receive and consider FY2025 Budget.

**La Porte Redevelopment Authority
Tax Increment Reinvestment Zone Number One
City of La Porte
FY 2024 - 25 Proposed Budget**

	<u>2023-24 Approved Budget</u>	<u>2023-24 Estimated</u>	<u>2024-25 Proposed Budget</u>
Revenues:			
Beginning Fund Balance	\$ 20,070,198	\$ 20,796,563	\$ 24,712,195
Estimated TIRZ Revenues			
City	\$ 2,444,871	\$ 2,511,285	\$ 2,586,623
County	\$ 1,087,576	\$ 1,087,576	\$ 1,120,203
LPISD	\$ 4,865,399	\$ 3,832,669	\$ 3,947,649
Interest on TIRZ Funds	\$ 10,000	\$ 700,000	\$ 700,000
Total Revenues	\$ 28,478,045	\$ 28,928,092	\$ 33,066,670
TIRZ M&O Expenses:			
Administration and Project Management	\$ 24,000	\$ 24,000	\$ 48,000
Legal	\$ 14,000	\$ 20,000	\$ 25,000
Agreed Upon Procedures Reports	\$ 11,000	\$ -	\$ 11,000
Annual Audit	\$ 11,500	\$ 11,200	\$ 11,500
Operating Expenses	\$ 3,000	\$ 3,000	\$ 3,000
Bank Expenses	\$ 2,200	\$ 2,200	\$ 2,200
Planning Services	\$ 15,000	\$ 25,000	\$ 30,000
Total Expenses	\$ 80,700	\$ 85,400	\$ 130,700
Transfers			
City Administration	\$ 122,244	\$ 125,564	\$ 129,331
Educational Facilities	\$ 1,535,321	\$ 448,240	\$ 461,687
Total Transfers	\$ 1,657,565	\$ 573,804	\$ 591,018
Capital Improvements			
M Street	\$ 3,000,000	\$ 2,250,000	\$ 550,000
Feasibility Study		\$ 100,000	\$ 60,000
Fairmont Greens		\$ 11,400	
Infrastructure and Capital Projects			\$ 3,000,000
TIRZ Developer Reimbursements			
Lakes of Fairmont Greens	\$ 314,980	\$ 14,980	\$ 324,429
Beazer Homes	\$ 132,928	\$ 137,837	\$ 141,972
Senior Associates	\$ 10,075	\$ 11,773	\$ 12,126
Jabez (Artesia)	\$ 178,706	\$ 271,924	\$ 280,082
Hawthorne	\$ 594,289	\$ 758,778	\$ 781,542
	<u>\$ 4,230,977</u>	<u>\$ 3,556,693</u>	<u>\$ 5,150,151</u>
Ending Fund Balance	\$ 22,508,803	\$ 24,712,195	\$ 27,194,801

La Porte Redevelopment Authority
Statement of Revenue & Expenditures - Actual vs. Budget
July 2024

	<u>Jul 24</u>	<u>Budget</u>	<u>Oct - Jul 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
4000 · Tax Increments - County	90,632.00	90,632.00	906,312.00	906,312.00	1,087,576.00
4010 · Tax Increments - City	203,740.00	203,740.00	2,037,391.00	2,037,391.00	2,444,871.00
4020 · Tax Increments - ISD	405,450.00	405,450.00	4,054,500.00	4,054,500.00	4,865,399.00
4100 · Interest Income	97,154.69	834.00	873,852.80	8,332.00	10,000.00
Total Income	<u>796,976.69</u>	<u>700,656.00</u>	<u>7,872,055.80</u>	<u>7,006,535.00</u>	<u>8,407,846.00</u>
Expenses					
TIRZ M&O Expenses					
6010 · Administration & Project Mgmt	2,000.00	2,000.00	22,000.00	20,000.00	24,000.00
6015 · Legal	4,534.25	1,166.00	21,531.37	11,668.00	14,000.00
6020 · Agreed Upon Procedures Report	0.00	916.00	0.00	9,168.00	11,000.00
6025 · Annual Audit	0.00	959.00	11,200.00	9,582.00	11,500.00
6040 · Operating Expenses	52.55	250.00	1,569.42	2,500.00	3,000.00
6045 · Bank Fees	217.20	184.00	1,554.60	1,832.00	2,200.00
6050 · Planning Services	0.00	1,250.00	0.00	12,500.00	15,000.00
Total TIRZ M&O Expenses	<u>6,804.00</u>	<u>6,725.00</u>	<u>57,855.39</u>	<u>67,250.00</u>	<u>80,700.00</u>
Transfers					
6101 · City Administration	10,187.00	10,187.00	101,870.00	101,870.00	122,244.00
6110 · Educational Facilities	127,944.00	127,944.00	1,279,433.00	1,279,433.00	1,535,321.00
Total Transfers	<u>138,131.00</u>	<u>138,131.00</u>	<u>1,381,303.00</u>	<u>1,381,303.00</u>	<u>1,657,565.00</u>
Capital Improvement Projects					
6131 · M Street Improvement Project	74,909.86	250,000.00	1,912,367.53	2,500,000.00	3,000,000.00
6132 · Feasibility Study	12,535.93	0.00	45,785.56	0.00	0.00
6133 · Lakes at Fairmont Greens	5,192.00	0.00	7,122.80	0.00	0.00
TIRZ Developer Reimbursements					
6152 · Beazer Homes Texas LP	137,836.74	0.00	137,836.74	132,928.00	132,928.00
6153 · Senior Associates	11,773.23	0.00	11,773.23	10,075.00	10,075.00
6154 · Jabez-LB1 LLC	271,923.94	0.00	271,923.94	178,706.00	178,706.00
6155 · Hawthorne at La Porte	758,778.49	0.00	758,778.49	594,289.00	594,289.00
6161 · 92 Fairmont Lakes, Inc.	14,980.30	0.00	320,786.17	314,980.00	314,980.00
Total TIRZ Developer Reimbursements	<u>1,195,292.70</u>	<u>0.00</u>	<u>1,501,098.57</u>	<u>1,230,978.00</u>	<u>1,230,978.00</u>
Total Capital Improvement Projects	<u>1,287,930.49</u>	<u>250,000.00</u>	<u>3,466,374.46</u>	<u>3,730,978.00</u>	<u>4,230,978.00</u>
Total Expenses	<u>1,432,865.49</u>	<u>394,856.00</u>	<u>4,905,532.85</u>	<u>5,179,531.00</u>	<u>5,969,243.00</u>
Net Income	<u><u>-635,888.80</u></u>	<u><u>305,800.00</u></u>	<u><u>2,966,522.95</u></u>	<u><u>1,827,004.00</u></u>	<u><u>2,438,603.00</u></u>

La Porte Redevelopment Authority
Bank Registers
As of August 8, 2024

Type	Date	Num	Name	Memo	Amount	Balance
1001 · Amegy Bank Operating						
Check	07/22/2024	Debit	Amegy Bank	July Acct Analysis Fee	-217.20	25,424,438.97
Deposit	07/22/2024	DEP	Harris County	Tax Increment Deposit-County	1,249,367.00	26,673,805.97
Deposit	07/31/2024	DEP	Amegy Bank	July Interest	97,154.69	26,770,960.66
Bill Pmt -Check	08/08/2024	1019	Blank Rome LLP	Client ID#166495	-4,534.25	26,766,426.41
Bill Pmt -Check	08/08/2024	1020	Carter Construction, LLC	Job #2323 - Payment Application #5	-8,143.20	26,758,283.21
Bill Pmt -Check	08/08/2024	1021	Gauge Engineering	Professional Services	-83,589.79	26,674,693.42
Bill Pmt -Check	08/08/2024	1022	Hawes Hill & Associates LLP	July 2024 Prof Consulting & Admin Fee	-2,052.55	26,672,640.87
Bill Pmt -Check	08/08/2024	1023	92 Fairmont Lakes Inc.	2024 Developer Reimbursement	-14,980.30	26,657,660.57
Bill Pmt -Check	08/08/2024	1024	Beazer Homes Texas LP	2024 Developer Reimbursement	-137,836.74	26,519,823.83
Bill Pmt -Check	08/08/2024	1025	Hawthorne at La Porte LLC	2024 Developer Reimbursement	-758,778.49	25,761,045.34
Bill Pmt -Check	08/08/2024	1026	Jabez-LB1 LLC	2024 Developer Reimbursement	-271,923.94	25,489,121.40
Bill Pmt -Check	08/08/2024	1027	Senior Associates	2024 Developer Reimbursement	-11,773.23	25,477,348.17
Total 1001 · Amegy Bank Operating					52,692.00	25,477,348.17
TOTAL					52,692.00	25,477,348.17

La Porte Redevelopment Authority
Contract Status Report
As of July 2024

	<u>Invoice</u> <u>Date</u>	<u>Invoice #</u>	<u>Amount</u> <u>Invoiced</u>	<u>Contract</u> <u>Balance</u>
J. Morales Inc.				
M Street Improvement Project - Engineering Services				
	2/20/2020	19704, 19772	42,000.00	
	4/20/2020	19820, 19853	24,000.00	
	12/14/2020	20053	12,000.00	
	5/11/2021	20212, 20264	8,400.00	
	9/10/2021	20431	1,096.00	
	7/6/2022	20934	2,400.00	
			89,896.00	
Gauge Engineering, LLC				
M Street Improvement Project - Task Order No. 1				
Miscellaneous Tasks & Bid Phase				
				15,450.00
	9/29/2022	2027	(2,855.00)	12,595.00
			(2,855.00)	12,595.00
Gauge Engineering, LLC				
M Street Improvement Project - Task Order No. 2				
Design and Bid Phase Services				
				217,660.50
	12/7/2022	2068	(7,908.20)	209,752.30
	1/30/2023	2181	(39,981.24)	169,771.06
	6/16/2023	2340, 2402, 2438	(90,711.96)	79,059.10
	9/18/2023	2494, 2557, 2604	(45,841.33)	33,217.77
	11/14/2023	2677	(15,273.54)	17,944.23
	10/31/2023	2772	(18,044.23)	(100.00)
			(217,760.50)	(100.00)
Gauge Engineering, LLC				
M Street Improvement Project - Task Order No. 3				
Construction Phase, Materials Testing and Management & Inspection Services				
				398,725.00
	12/15/2023	2843	(12,000.00)	386,725.00
	2/16/2024	2961	(1,289.20)	385,435.80
	4/2/2024	3078	(21,247.58)	364,188.22
	5/1/2024	3158	(31,894.61)	332,293.61
	6/5/2024	3260	(34,554.58)	297,739.03
	7/2/2024	3332	(45,417.13)	252,321.90
	7/31/2024	3397	(65,861.86)	186,460.04
			(212,264.96)	186,460.04

La Porte Redevelopment Authority
Contract Status Report
As of July 2024

	<u>Invoice</u>		<u>Amount</u>	<u>Contract</u>
	<u>Date</u>	<u>Invoice #</u>	<u>Invoiced</u>	<u>Balance</u>
Gauge Engineering, LLC				
M Street Improvement Project - Task Order No. 4				
Feasibility Study				
	Original Contract Amount			159,790.00
	5/1/2024	3159	(1,147.25)	158,642.75
	6/5/2024	3261	(17,066.75)	141,576.00
	7/2/2024	3331	(15,035.63)	126,540.37
	7/31/2024	3398	(12,535.93)	114,004.44
			(45,785.56)	114,004.44
Gauge Engineering, LLC				
M Street Improvement Project - Task Order No. 5				
Lakes at Fairmont Green Detention Basin Evaluation				
	Original Contract Amount			11,400.00
	7/2/2024	3330	(1,930.80)	9,469.20
	7/31/2024	3399	(5,192.00)	4,277.20
			(7,122.80)	4,277.20
Carter Construction				
M Street Improvement Project - Construction Services				
	Original Contract Amount			2,491,925.00
	3/31/2024	Pay App #1	(81,710.00)	2,410,215.00
	4/30/2024	Pay App #2	(849,184.30)	1,561,030.70
	5/31/2024	Pay App #3	(501,782.50)	1,059,248.20
	6/30/2024	Pay App #4	(225,060.00)	834,188.20
	7/31/2024	Pay App #5	(9,048.00)	825,140.20
			(1,666,784.80)	825,140.20
	Total Remaining Contract Balances			1,142,376.88

BLANKROME

717 TEXAS AVENUE
SUITE 1400
HOUSTON, TEXAS 77002
(713) 228-6601
FEDERAL TAX I.D. NO. 23-1311874

LA PORTE REDEVELOPMENT AUTHORITY

ATTN: DAVID HAWES
HAWES HILL & ASSOCIATES LLP
9600 LONG POINT ROAD
SUITE 200
HOUSTON, TX 77055

INVOICE DATE: JULY 05, 2024
CLIENT ID: 166495
MATTER NUMBER: 166495-00601 02752
INVOICE NUMBER: 2206398

**REGARDING: LA PORTE REDEVELOPMENT AUTHORITY
J. MORALES, INC.**

FOR LEGAL SERVICES RENDERED THROUGH 6/30/24	\$2,530.00
FOR DISBURSEMENTS ADVANCED THROUGH 6/30/24	\$2,004.25
CURRENT INVOICE TOTAL	\$4,534.25

	ACH/WIRE	Mail
Bank Name	Citizens Bank	Blank Rome LLP
Address:	Philadelphia, PA	Attn: Finance Department
Account Title:	Blank Rome LLP	One Logan Square
Account Number:	6238669326	130 North 18 th St
ABA Number:	036076150 (Domestic)	Philadelphia, PA 19103-6998
Swift Code	CTZIUS33 (International)	

To pay by Electronic Funds Transfer, visit www.BlankRome.com/Payments



July 30, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority (TIRZ #1)
9600 Long Point Road, Suite 200
Houston, Texas 77035

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 05

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 05 in the amount of \$8,143.20 for construction services rendered through July 26, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$8,143.20 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

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

Sincerely,

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

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 05

Estimate No. 5
 Cut off Date 07/26/24
 Estimate Date 07/30/24

City of La Porte / La Porte Redevelopment Authority (TIRZ #1)
Estimate and Certificate for Payment Unit Price Work



Project Name : M Street Improvement Project
 Contractor Name : Carter Construction, LLC
 Address : 7615 FM 3180, Baytown, TX 77523

Proj No. 75-19

Contract Date : 1/25/2024
 Start Date : 3/18/2024
 Current Contract Completion Date : 11/13/2024
 Percentage By Time : 54.17% In Place : 66.89%
 Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
 Approved Extensions : 0
 Total Contract Time : 240
 Days Used to Date : 130
 Days Remaining to Date : 110
 Schedule Update Received :

CONTRACT AMOUNT TO DATE :

1- Original Contract Amount 2,491,925.00
 2- Approved Change Orders

No.	Date	Ext.Days	Amount

Total Approved Extensions **0** Total Change Orders to Date 0.00

3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date 0.00

TOTAL CONTRACT AMOUNT (excludes WCDs) 2,491,925.00

A. EARNINGS TO DATE

1- Work Completed to Date	66.89% Complete		<u>\$9,048.00</u>
2- Material Stored on Site			<u>\$1,666,784.80</u>
3- Material Stored in Place			
4- Balance-Materials Accepted Not in Place		@ 85%	<u>\$0.00</u>
5- Work Change Directives - In Place			<u>\$0.00</u>

TOTAL EARNINGS TO DATE 1,666,784.80

B. DEDUCTIONS

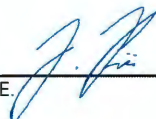
1- Retainage	10% Of	\$1,666,784.80	<u>\$166,678.48</u>
2- Retainage Release	0% Of	\$1,666,784.80	<u>\$0.00</u>
3- Total Retainage			<u>\$166,678.48</u>
4- Liquidated Damages	0.00 Days @		<u>\$0.00</u>
5- Assessments			<u>\$0.00</u>
6- Inspector Overtime Costs			<u>\$0.00</u>


TOTAL DEDUCTIONS 166,678.48

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date	<u>\$1,666,784.80</u>
2- Total Deductions	<u>\$166,678.48</u>
3- Total Payments Due	<u>\$1,500,106.32</u>
4- Less Previous Payments	<u>\$1,491,963.12</u>
5- Restoration Adjustment	<u>\$0.00</u>

TOTAL AMOUNT DUE CONTRACTOR THIS DATE	\$8,143.20
BALANCE REMAINING	\$825,140.20

Prepared By Taylor Risien, P.E.  7/30/2024
 Date

Reviewed By Muhammad Ali, P.E.  7/30/2024
 Date

Approved By: _____ 8/8/2024
 La Porte Redevelopment Authority Date

Paid with Check #1020

ESTIMATE No. Five

Job No. 2323

Date 7/30/2024


Sheet: of

Project Name:	<u>M Street Improvement Project</u>	Owner:	<u>La Porte Redevelopment Authority</u>
Contract Awarded:	<u>11/16/2023</u>	Total Contract Amount:	<u>\$2,491,925.00</u>
Covering Period:	<u>7/1/2024</u>	Through	<u>7/26/2024</u>
Contractor:	<u>Carter Construction, LLC</u>	Total Done To Date	<u>\$1,666,784.80</u>
Amount Retained:	<u>\$166,678.48</u>	Previous Payment:	<u>\$1,491,963.12</u>
Total Deduction:	<u>\$1,658,641.60</u>	Total Due for Payment:	<u>\$8,143.20</u>

To the best of my knowledge, I certify that all items, quantities, and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received.

I further certify that all pervious payments for labor, material, and expendable equipment employed in the performance of said contract have been applied to discharge my obligations in connection with the work covered by prior applications for payment.

Date July 30, 2024

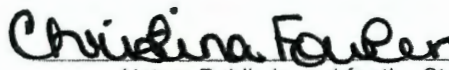
By: 
Paul Fowler, Project Manager

STATE OF TEXAS §
COUNTY OF CHAMBERS COUNTY §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Paul Fowler known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July, 2024.




Notary Public in and for the State of Texas
My Commission Expires: 08.05.26

**CONTRACTOR'S RELEASE OF LIENS,
LEIN WAIVER, AND AFFIDAVIT**

Reference is hereby made to that certain Agreement between La Porte Redevelopment Authority (hereinafter called "Owner") and Carter Construction, LLC (hereinafter called "Contractor"), dated January 25, 2024, on the project known as: M Street Improvement Project being erected upon the real property described in Exhibit A attached hereto and made a part hereof. Reference is also made to those certain invoices of the Contractor to Owner set forth in Exhibit B attached hereto and made a part hereof.

The Contractor does hereby represent and warrant, subject to contractual retainage not yet due, if any:

A That all bills for materials and all labor and services furnished by or through it on said project from the commencement of the work thereon to the date hereof have been or will be fully paid and discharged by it out of the proceeds received or to be received pursuant to the Owner's draw request of even date herewith, save and except those listed below, if any; and,

B That the receipted material bills and the certified payrolls attached to this lien waiver have been fully paid and discharged by the Contractor and represent work, materials, and labor actually furnished on said project and constitute all of the work, materials, and labor furnished by or through the Contractor on said project as of the date hereof.

C The schedule of account for the Contractor is as follows:

Total Contract Amount	\$ 2,491,925.00
Total Completed to Date	\$ 1,666,784.80
Less Agreed Retainage	\$ 166,678.48
Total Earned Less Retainage	\$ 1,500,106.32
Less Previous Payment Received	\$ 1,491,963.12
Amount Paid Incident to this Lien Waiver	\$ 8,143.20

Upon the receipt by the Contractor of the Owner's remittance for the amount of said invoice and the final clearance and payment of said remittance, the Contractor.

1. Agrees to and does hereby waive and release said property, project, Owner, and all bond or payment sureties and guarantors of said Owner, if any, from, and does hereby agree to protect, indemnify, defend, and hold harmless said property, project, Owner, lenders, sureties, and guarantors against,
 - a. Any and all liens, statutory, constitutional, or otherwise, and,
 - b. Any and all obligations under any bond or guaranty for payment, if any, furnished by said Owner, whether pursuant to agreement or requirement of law, and,
 - c. Any and all other claims whatsoever, statutory, constitutional or otherwise, for any and all work, labor, and materials furnished by or through the Contractor.

The remittance of said Owner, identified as payment of said invoices and endorsed by the Contractor and marked "paid" or "canceled" by the bank against which said remittance was drawn, shall constitute

conclusive proof that said invoice was paid and that payment thereof was received by the Contractor, and thereupon, this lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

The undersigned representative of the Contractor does hereby certify under oath that the warranties and representations herein contained are true and correct and that he or she is fully authorized and empowered to execute this instrument for and on behalf of the Contractor and to bind the Contractor hereto.

Dated this 30th day of July, 2024.

By: _____



Name: Paul Fowler

Title: Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by Paul Fowler, Project Manager of Carter Construction, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July, 2024,



(Notary Seal)

Christina Fowler
Notary Public in and for the State of Texas

Christina Fowler
Printed or Stamped Name of Notary

My Commission Expires 08.05.26



APPLICATION FOR PAYMENT

Owner: City of La Porte / La Porte Redevelopment Authority
 604 W Fairmont Parkway
 La Porte, TX 77571
Attn: Gauge Engineering, Taylor Risien, P.E.

Date: July 30, 2024

Estimate No.: 5

Estimate Period: begin 07/01/24 end 07/26/24

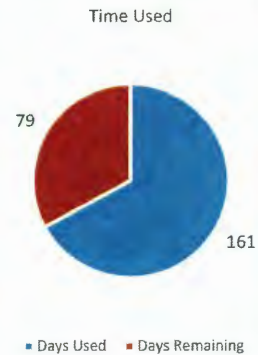
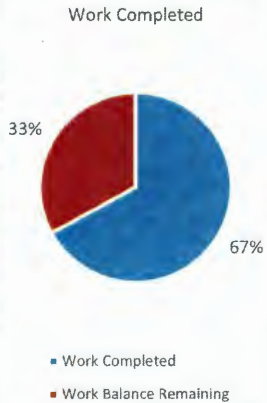
Contractor: Carter Construction, LLC
 7615 FM 3180
 Baytown, TX 77523

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1	Mar	\$	73,539.00
2	Apr	\$	764,265.87
3	May	\$	451,604.25
4	Jun	\$	202,554.00
5	Jul		
6	Aug		
7	Sep		
8	Oct		



Original Contract Amount:	\$	2,491,925.00
Change Orders:	\$	-
Current Contract Amount:	\$	2,491,925.00
TOTAL WORK COMPLETE:	66.9%	\$ 1,666,784.80
COMPLETED CHANGE ORDER TOTAL:	\$	-
BILLED INVENTORY:	\$	-
TOTAL WORK COMPLETED INCL. CHANGE ORDERS:	\$	1,666,784.80
RETAINAGE (10%):	\$	(166,678.48)
SUBTOTAL LESS RETAINAGE:	\$	1,500,106.32
LESS PREVIOUS ESTIMATES:	\$	1,491,963.12
TOTAL AMOUNT DUE FOR PAYMENT:	\$	8,143.20

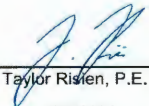
← \$ 1,491,963.12

Paid with Check #1020

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED: 
 Paul Fowler, Project Manager

SIGNED: 
 Taylor Risien, P.E.

DATE: July 30, 2024

DATE: 7/30/2024

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 5

ESTIMATE PERIOD: 7/1/24 - 7/26/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SITE PREPARATION AND EARTHWORK ITEMS:												
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00	12.00	\$300.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00		\$0.00	150.00	\$2,250.00	150.00	\$2,250.00	29.64%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00	160.00	\$400.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00		\$0.00	1.00	\$600.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00	58.00	\$870.00	58.00	\$870.00	362.50%
SUBGRADE AND PAVING ITEMS:												
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
14	Bank Run Sand, 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Reinforced Concrete Retaining Wall	61.00	CY	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
TRAFFIC CONTROL ITEMS:												
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	3.50	\$1,750.00	4.50	\$2,250.00	56.25%
SIGNING AND STRIPING ITEMS:												
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
DRAINAGE ITEMS:												
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50		\$0.00	1768.00	\$6,188.00	1768.00	\$6,188.00	121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00	8.00	\$960.00	8.00	\$960.00	100.00%

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29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00		\$0.00	55.00	\$7,425.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00		\$0.00	410.00	\$55,350.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00		\$0.00	30.00	\$5,100.00	30.00	\$5,100.00	100.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00	2.00	\$7,400.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00	3.00	\$10,800.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00	2.00	\$12,200.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00	2.50	\$13,500.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00	1.50	\$6,300.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
WATER AND SANITARY SEWER ITEMS:												
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	27.00	\$54.00	1214.00	\$2,428.00	1241.00	\$2,482.00	99.92%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00	1.00	\$6,500.00	100.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00		\$0.00	5.00	\$34,000.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00	35.00	\$840.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	27.00	\$3,294.00	1163.00	\$141,886.00	1190.00	\$145,180.00	100.00%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	1.00	\$2,600.00	2.00	\$5,200.00	3.00	\$7,800.00	150.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00	2.00	\$1,200.00	2.00	\$1,200.00	100.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00	403.00	\$38,688.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00	46.00	\$3,128.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00	1.00	\$600.00	1.00	\$600.00	50.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00	3.00	\$28,500.00	3.00	\$28,500.00	100.00%
STORMWATER POLLUTION PREVENTION PLAN ITEMS:												
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	3.50	\$7,000.00	4.50	\$9,000.00	56.25%
EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):												
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
CASH ALLOWANCE:												
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.006	\$600.00	0.226	\$22,600.00	0.232	\$23,200.00	23.20%
TOTALS							\$9,048.00		\$1,657,736.80		\$1,666,784.80	66.89%

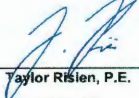
SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

ENGINEER: Gauge Engineering

SIGNED: 
Paul Fowler, Project Manager

DATE: 7-30-2024

SIGNED: 
Taylor Risien, P.E.

DATE: 7/30/2024

Paid with Check #1020

Additional Work Items Summary (Field Changes)

M Street Improvement Project

ESTIMATE NO.: 5

ESTIMATE PERIOD: 7/1/24 - 7/26/24

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72											
	Waterline Offset (RFI 2323-02)											
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$ 7,000.00		\$ -	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)											
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$ 600.00	1.00	\$ 600.00		\$ -	1.00	\$ 600.00	100.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$ 14,400.00		\$ -	48.00	\$ -	48.00	\$ 14,400.00	100.00%
	TOTALS				\$25,500.00		\$600.00		\$8,200.00		\$23,200.00	90.98%

Paid with Check #1020

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

La Porte TIRZ
 9600 Long Point Road
 Suite 200
 Houston, TX 77055

Invoice number 3399
 Date 07/31/2024

Project 1355 LAPORTE - LAKES AT FAIRMONT
 GREENS

Professional Services Provided Through July 26, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Detention Basin Evaluation	11,200.00	63.36	1,904.00	7,096.00	4,104.00	5,192.00
Expenses	200.00	13.40	26.80	26.80	173.20	0.00
Total	11,400.00	62.48	1,930.80	7,122.80	4,277.20	5,192.00

Invoice total **5,192.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3399	07/31/2024	5,192.00	5,192.00				
	Total	5,192.00	5,192.00	0.00	0.00	0.00	0.00

Please note new mailing address

Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

La Porte TIRZ
 9600 Long Point Road
 Suite 200
 Houston, TX 77055

Invoice number 3397
 Date 07/31/2024

Project 1299 M STREET - CPS, CMT, CM&I

Professional Services Provided Through July 26, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services						
Construction Phase Services	49,140.00	51.50	23,587.20	25,307.10	23,832.90	1,719.90
Printing and Reproduction/Mileage/Deliveries	1,835.50	16.17	296.78	296.78	1,538.72	0.00
TDLR Review/Inspections	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Extra Engineering Effort	12,000.00	100.00	12,000.00	12,000.00	0.00	0.00
Subtotal	64,475.50	58.32	35,883.98	37,603.88	26,871.62	1,719.90
Construction Materials Testing						
Construction Materials Testing & Inspection - Terracon	109,664.50	48.78	11,464.38	53,497.89	56,166.61	42,033.51
Subtotal	109,664.50	48.78	11,464.38	53,497.89	56,166.61	42,033.51
Construction Management & Inspection						
Construction Management	35,360.00	52.25	16,619.20	18,475.60	16,884.40	1,856.40
Construction Inspection	181,125.00	56.00	81,506.25	101,430.00	79,695.00	19,923.75
Expenses	8,100.00	15.53	929.29	1,257.59	6,842.41	328.30
Subtotal	224,585.00	53.95	99,054.74	121,163.19	103,421.81	22,108.45
Total	398,725.00	53.24	146,403.10	212,264.96	186,460.04	65,861.86

Invoice total **65,861.86**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3397	07/31/2024	65,861.86	65,861.86				
	Total	65,861.86	65,861.86	0.00	0.00	0.00	0.00

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

La Porte TIRZ
 9600 Long Point Road
 Suite 200
 Houston, TX 77055

Invoice number 3398
 Date 07/31/2024

Project 1336 LAPORTE - FEASIBILITY STUDY

Professional Services Provided Through July 26, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Infrastructure Projects						
Basic Services	15,040.00	57.75	5,264.00	8,685.60	6,354.40	3,421.60
Roadway Analysis/Design	51,260.00	42.00	17,172.10	21,529.20	29,730.80	4,357.10
Drainage Analysis	31,700.00	4.50	1,426.50	1,426.50	30,273.50	0.00
Subtotal	98,000.00	32.29	23,862.60	31,641.30	66,358.70	7,778.70
Pedestrian/Bicyclist Improvements						
Basic Services	5,960.00	75.25	4,484.90	4,484.90	1,475.10	0.00
Trail/Sidewalk Analysis/Design	20,040.00	20.00	220.00	4,008.00	16,032.00	3,788.00
Subtotal	26,000.00	32.67	4,704.90	8,492.90	17,507.10	3,788.00
Project Mgmt/Coordination/Cost/QA/QC	35,300.00	15.75	4,589.00	5,558.23	29,741.77	969.23
Expenses	490.00	19.01	93.13	93.13	396.87	0.00
Total	159,790.00	28.65	33,249.63	45,785.56	114,004.44	12,535.93

Invoice total **12,535.93**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3398	07/31/2024	12,535.93	12,535.93				
	Total	12,535.93	12,535.93	0.00	0.00	0.00	0.00

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079



INVOICE

BILL TO
La Porte Redevelopment Authority/TIRZ #1
604 W. Fairmont Pkwy.
LaPorte, TX 77571
United States

INVOICE 2065
DATE 08/01/2024

DESCRIPTION	AMOUNT
FedEx Delivery, Carter Construction Check: 7/19/2024	52.55
Professional Consulting and Administration Fee: July 2024	2,000.00

BALANCE DUE **\$2,052.55**

Paid with Check #1022



Shipping ▾

Tracking ▾

Design & Print ▾

Locations ▾

Support ▾

Elisa



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[Invoices](#) > [Invoice Details](#) > [Shipment Details](#)

SHIPMENT DETAILS

Tracking ID 777503364116

← Shipment
1 of 1 →

BILLING INFORMATION

Tracking ID number	777503364116
Invoice number	4-642-43588
Account number	2021-8784-2
Invoice date	07/24/2024
Due date	08/08/2024
Total billed	\$52.55
Tracking ID balance due	\$0.00
Status	Closed

TRANSACTION DETAILS

Sender information

Randy Carr
Hawes Hill & Associates
9600 Long Point
Suite 200
HOUSTON TX 77055
US

Recipient information

Christi Fowler
Carter Construction LLC
7615 FM 3180
BAYTOWN TX 77523
US

[VIEW SIGNATURE PROOF OF DELIVERY](#) [DISPUTE SHIPMENT](#)

Paid with Check # 1022

9/30/2024

	Development Agreement	Balance 9/30/23 Audit	City Payments	County Payments	ISD Payments	Total Payments	Balance Due To Developers
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 2,167,241.00	\$ 172,733.71		\$ 148,052.47	\$ 320,786.17	\$ 1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$ -	\$ -			\$ -	\$ -
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,124,808.00	\$ 137,836.74			\$ 137,836.74	\$ 986,971.26
Senior Associates		\$ 446,088.00	\$ 11,773.23			\$ 11,773.23	\$ 434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ -				\$ -	\$ -
Jabez La Porte (Artesia Village)	\$ 1,952,754.00	\$ 1,565,881.00	\$ 135,913.32		\$ 136,010.62	\$ 271,923.94	\$ 1,293,957.06
Hawthorne At La Porte (2)	\$ 2,019,908.00	\$ 1,230,331.00	\$ 343,141.86		\$ 415,636.62	\$ 758,778.49	\$ 471,552.51
Stonemarc (Approved January 2022)	\$ 1,456,000.00		(1)				\$ -
Sylvan Beach Enclave - Bayway Homes (Ap Reserve)	\$ 681,903.99		(1)			\$ -	
TOTAL	\$ 24,269,603.00	\$ 6,534,349.00	\$ 801,398.87	\$ -	\$ 699,699.71	\$ 1,501,098.57	\$ 5,033,250.43

(1) No AUP

Note:

65 La Porte Payment	
2022 Tax Year Payment Due	\$ 305,805.87
2022 Tax Year Payment Made 9/18/23	\$ (305,805.87)
2022 Tax Year Payment Made 10/9/23	\$ (305,805.87)
2023 Tax Year Payment Due	\$ 320,786.17
2023 Tax Year Payment Made	\$ 14,980.30

Paid with Check #1023

9/30/2024

	Development Agreement	Balance 9/30/23 Audit	City Payments	County Payments	ISD Payments	Total Payments	Balance Due To Developers
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 2,167,241.00	\$ 172,733.71		\$ 148,052.47	\$ 320,786.17	\$ 1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$ -	\$ -			\$ -	\$ -
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,124,808.00	\$ 137,836.74			\$ 137,836.74	\$ 986,971.26
Senior Associates		\$ 446,088.00	\$ 11,773.23			\$ 11,773.23	\$ 434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ -				\$ -	\$ -
Jabez La Porte (Artesia Village)	\$ 1,952,754.00	\$ 1,565,881.00	\$ 135,913.32		\$ 136,010.62	\$ 271,923.94	\$ 1,293,957.06
Hawthorne At La Porte (2)	\$ 2,019,908.00	\$ 1,230,331.00	\$ 343,141.86		\$ 415,636.62	\$ 758,778.49	\$ 471,552.51
Stonemarc (Approved January 2022)	\$ 1,456,000.00	(1)					\$ -
Sylvan Beach Enclave - Bayway Homes (Ap Reserve)	\$ 681,903.99	(1)				\$ -	
TOTAL	\$ 24,269,603.00	\$ 6,534,349.00	\$ 801,398.87	\$ -	\$ 699,699.71	\$ 1,501,098.57	\$ 5,033,250.43

(1) No AUP

Note:

65 La Porte Payment	
2022 Tax Year Payment Due	\$ 305,805.87
2022 Tax Year Payment Made 9/18/23	\$ (305,805.87)
2022 Tax Year Payment Made 10/9/23	\$ (305,805.87)
2023 Tax Year Payment Due	\$ 320,786.17
2023 Tax Year Payment Made	\$ 14,980.30

Paid with Check #1024

9/30/2024

	Development Agreement	Balance 9/30/23 Audit	City Payments	County Payments	ISD Payments	Total Payments	Balance Due To Developers
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 2,167,241.00	\$ 172,733.71		\$ 148,052.47	\$ 320,786.17	\$ 1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$ -	\$ -			\$ -	\$ -
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,124,808.00	\$ 137,836.74			\$ 137,836.74	\$ 986,971.26
Senior Associates		\$ 446,088.00	\$ 11,773.23			\$ 11,773.23	\$ 434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ -				\$ -	\$ -
Jabez La Porte (Artesia Village)	\$ 1,952,754.00	\$ 1,565,881.00	\$ 135,913.32		\$ 136,010.62	\$ 271,923.94	\$ 1,293,957.06
Hawthorne At La Porte (2)	\$ 2,019,908.00	\$ 1,230,331.00	\$ 343,141.86		\$ 415,636.62	\$ 758,778.49	\$ 471,552.51
Stonemarc (Approved January 2022)	\$ 1,456,000.00		(1)				\$ -
Sylvan Beach Enclave - Bayway Homes (Ap Reserve)	\$ 681,903.99		(1)			\$ -	
TOTAL	\$ 24,269,603.00	\$ 6,534,349.00	\$ 801,398.87	\$ -	\$ 699,699.71	\$ 1,501,098.57	\$ 5,033,250.43

(1) No AUP

Note:

65 La Porte Payment	
2022 Tax Year Payment Due	\$ 305,805.87
2022 Tax Year Payment Made 9/18/23	\$ (305,805.87)
2022 Tax Year Payment Made 10/9/23	\$ (305,805.87)
2023 Tax Year Payment Due	\$ 320,786.17
2023 Tax Year Payment Made	\$ 14,980.30

Paid with Check #1025

9/30/2024

	Development Agreement	Balance 9/30/23 Audit	City Payments	County Payments	ISD Payments	Total Payments	Balance Due To Developers
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 2,167,241.00	\$ 172,733.71		\$ 148,052.47	\$ 320,786.17	\$ 1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$ -	\$ -			\$ -	\$ -
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,124,808.00	\$ 137,836.74			\$ 137,836.74	\$ 986,971.26
Senior Associates		\$ 446,088.00	\$ 11,773.23			\$ 11,773.23	\$ 434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ -				\$ -	\$ -
Jabez La Porte (Artesia Village)	\$ 1,952,754.00	\$ 1,565,881.00	\$ 135,913.32		\$ 136,010.62	\$ 271,923.94	\$ 1,293,957.06
Hawthorne At La Porte (2)	\$ 2,019,908.00	\$ 1,230,331.00	\$ 343,141.86		\$ 415,636.62	\$ 758,778.49	\$ 471,552.51
Stonemarc (Approved January 2022)	\$ 1,456,000.00		(1)				\$ -
Sylvan Beach Enclave - Bayway Homes (Ap Reserve)	\$ 681,903.99		(1)			\$ -	
TOTAL	\$ 24,269,603.00	\$ 6,534,349.00	\$ 801,398.87	\$ -	\$ 699,699.71	\$ 1,501,098.57	\$ 5,033,250.43

(1) No AUP

Note:

65 La Porte Payment	
2022 Tax Year Payment Due	\$ 305,805.87
2022 Tax Year Payment Made 9/18/23	\$ (305,805.87)
2022 Tax Year Payment Made 10/9/23	\$ (305,805.87)
2023 Tax Year Payment Due	\$ 320,786.17
2023 Tax Year Payment Made	\$ 14,980.30

Paid with Check # 1026

9/30/2024

	Development Agreement	Balance 9/30/23 Audit	City Payments	County Payments	ISD Payments	Total Payments	Balance Due To Developers
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$ 2,167,241.00	\$ 172,733.71		\$ 148,052.47	\$ 320,786.17	\$ 1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$ -	\$ -			\$ -	\$ -
Beazer Homes Texas LP	\$ 2,097,298.00	\$ 1,124,808.00	\$ 137,836.74			\$ 137,836.74	\$ 986,971.26
Senior Associates		\$ 446,088.00	\$ 11,773.23			\$ 11,773.23	\$ 434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$ -				\$ -	\$ -
Jabez La Porte (Artesia Village)	\$ 1,952,754.00	\$ 1,565,881.00	\$ 135,913.32		\$ 136,010.62	\$ 271,923.94	\$ 1,293,957.06
Hawthorne At La Porte (2)	\$ 2,019,908.00	\$ 1,230,331.00	\$ 343,141.86		\$ 415,636.62	\$ 758,778.49	\$ 471,552.51
Stonemarc (Approved January 2022)	\$ 1,456,000.00	(1)					\$ -
Sylvan Beach Enclave - Bayway Homes (Ap Reserve)	\$ 681,903.99	(1)				\$ -	
TOTAL	\$ 24,269,603.00	\$ 6,534,349.00	\$ 801,398.87	\$ -	\$ 699,699.71	\$ 1,501,098.57	\$ 5,033,250.43

(1) No AUP

Note:

65 La Porte Payment	
2022 Tax Year Payment Due	\$ 305,805.87
2022 Tax Year Payment Made 9/18/23	\$ (305,805.87)
2022 Tax Year Payment Made 10/9/23	\$ (305,805.87)
2023 Tax Year Payment Due	\$ 320,786.17
2023 Tax Year Payment Made	\$ 14,980.30

Paid with Check #1027

RATIFY INVOICES PAID IN JULY

La Porte Redevelopment Authority
Bank Registers
As of July 11, 2024

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>	
1001	Amegy Bank Operating							25,598,053.72
	Bill Pmt -Check	06/14/2024	1015	Blank Rome LLP	Client ID#166495	-1,054.52	25,596,999.20	
	Deposit	06/30/2024	DEP	Amegy Bank	June Interest	95,081.88	25,692,081.08	
	Check	06/30/2024	Debit	Amegy Bank	June Acct Analysis Fee	-217.40	25,691,863.68	
	Bill Pmt -Check	07/11/2024	1016	Carter Construction, LLC	Job #2323 - Payment Application #4	-202,554.00	25,489,309.68	
	Bill Pmt -Check	07/11/2024	1017	Gauge Engineering	Engineering Services	-62,383.56	25,426,926.12	
	Bill Pmt -Check	07/11/2024	1018	Hawes Hill & Associates LLP	June 2024 Prof Consulting & Admin Fee	-2,269.95	25,424,656.17	
	Total 1001 - Amegy Bank Operating						<u>-173,397.55</u>	<u>25,424,656.17</u>
TOTAL							<u>-173,397.55</u>	<u>25,424,656.17</u>

BLANKROME

717 TEXAS AVENUE
SUITE 1400
HOUSTON, TEXAS 77002
(713) 228-6601
FEDERAL TAX I.D. NO. 23-1311874

LA PORTE REDEVELOPMENT AUTHORITY

ATTN: DAVID HAWES
HAWES HILL & ASSOCIATES LLP
9600 LONG POINT ROAD
SUITE 200
HOUSTON, TX 77055

INVOICE DATE: JUNE 05, 2024
CLIENT ID: 166495
MATTER NUMBER: 166495-00601 02752
INVOICE NUMBER: 2199127

**REGARDING: LA PORTE REDEVELOPMENT AUTHORITY
J. MORALES, INC.**

DATE	INVOICE	AMOUNT	CREDITS	BALANCE
05/03/2024	2192263	\$4,252.60	\$0.00	\$4,252.60
BALANCE FORWARD				\$4,252.60
FOR LEGAL SERVICES RENDERED THROUGH 5/31/24			\$1,007.00	
FOR DISBURSEMENTS ADVANCED THROUGH 5/31/24			\$47.52	
CURRENT INVOICE TOTAL				\$1,054.52
TOTAL AMOUNT DUE, INCLUDING BALANCE FORWARD				\$5,307.12

	ACH/WIRE	Mail
Bank Name	Citizens Bank	Blank Rome LLP
Address:	Philadelphia, PA	Attn: Finance Department
Account Title:	Blank Rome LLP	One Logan Square
Account Number:	6238669326	130 North 18 th St
ABA Number:	036076150 (Domestic)	Philadelphia, PA 19103-6998
Swift Code	CTZIUS33 (International)	

To pay by Electronic Funds Transfer, visit www.BlankRome.com/Payments



July 2, 2024

Mr. David Janda, Chairman
Co. Mr. David Hawes, Administrator
La Porte Redevelopment Authority (TIRZ #1)
9600 Long Point Road, Suite 200
Houston, Texas 77035

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 04

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 04 in the amount of \$202,554.00 for construction services rendered through June 30, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$202,554.00 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

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

Sincerely,

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

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 04

Paid with Check #1016

Estimate No. 4
 Cut off Date 06/30/24
 Estimate Date 07/02/24

City of La Porte / La Porte Redevelopment Authority (TIRZ #1)
Estimate and Certificate for Payment Unit Price Work



Project Name : M Street Improvement Project
 Contractor Name : Carter Construction, LLC
 Address : 7615 FM 3180, Baytown, TX 77523

Proj No. 75-19

Contract Date : 1/25/2024
 Start Date : 3/18/2024
 Current Contract Completion Date : 11/13/2024

Percentage By Time : 43.33% In Place : 66.52%
 Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
 Approved Extensions : 0
 Total Contract Time : 240
 Days Used to Date : 104
 Days Remaining to Date : 136
 Schedule Update Received :

CONTRACT AMOUNT TO DATE :

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

\$2,491,925.00

No.	Date	Ext.Days	Amount

Total Approved Extensions **0** Total Change Orders to Date **\$0.00**

3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date **\$0.00**
TOTAL CONTRACT AMOUNT (excludes WCDs) **\$2,491,925.00**

A. EARNINGS TO DATE

1- Work Completed to Date	66.52% Complete	Current Month Billing	<u>\$225,060.00</u>
2- Material Stored on Site	\$0.00		<u>\$1,657,736.80</u>
3- Material Stored in Place	\$0.00		
4- Balance-Materials Accepted Not in Place	\$0.00	@ 85%	<u>\$0.00</u>
5- Work Change Directives - In Place			<u>\$0.00</u>

TOTAL EARNINGS TO DATE \$1,657,736.80

B. DEDUCTIONS

1- Retainage	10%	Of	\$1,657,736.80		<u>\$165,773.68</u>
2- Retainage Release	0%	Of	\$1,657,736.80		<u>\$0.00</u>
3- Total Retainage					<u>\$165,773.68</u>
4- Liquidated Damages		0.00 Days @			<u>\$0.00</u>
5- Assessments					<u>\$0.00</u>
6- Inspector Overtime Costs					<u>\$0.00</u>

TOTAL DEDUCTIONS \$165,773.68

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date			<u>\$1,657,736.80</u>
2- Total Deductions			<u>\$165,773.68</u>
3- Total Payments Due			\$1,491,963.12
4- Less Previous Payments			<u>\$1,289,409.12</u>
5- Restoration Adjustment			<u>\$0.00</u>

TOTAL AMOUNT DUE CONTRACTOR THIS DATE	\$202,554.00
BALANCE REMAINING	\$834,188.20

Prepared By Taylor Risien, P.E. 7/2/2024
 Date

Reviewed By Muhammad Ali, P.E. 7/2/2024
 Date

Approved By: _____ 7/11/2024
 La Porte Redevelopment Authority Date

Paid with Check #1016

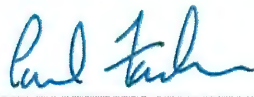
ESTIMATE No. Four

Job No. 2323
Date 7/2/2024
Sheet: ___ of ___

Project Name:	<u>M Street Improvement Project</u>	Owner:	<u>La Porte Redevelopment Authority</u>
Contract Awarded:	<u>11/16/2023</u>	Total Contract Amount:	<u>\$2,491,925.00</u>
Covering Period:	<u>6/1/2024</u>	Through	<u>6/30/2024</u>
Contractor:	<u>Carter Construction, LLC</u>	Total Done To Date:	<u>\$1,657,736.80</u>
Amount Retained:	<u>\$165,773.68</u>	Previous Payment:	<u>\$1,289,409.12</u>
Total Deduction:	<u>\$1,455,182.80</u>	Total Due for Payment:	<u>\$202,554.00</u>

To the best of my knowledge, I certify that all items, quantities, and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, all changes authorized thereto; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE FOR PAYMENT" has been received.

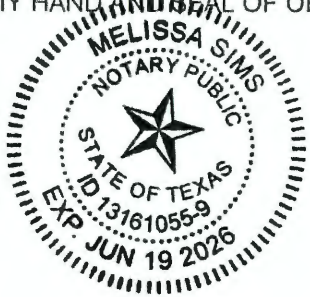
I further certify that all previous payments for labor, material, and expendable equipment employed in the performance of said contract have been applied to discharge my obligations in connection with the work covered by prior applications for payment.

Date July 2, 2024 By 
Paul Fowler, Project Manager


STATE OF TEXAS §
COUNTY OF CHAMBERS COUNTY §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Paul Fowler known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of July, 2024.



(Notary Seal)


Notary Public in and for the State of Texas
My Commission Expires: 6-19-26

**CONTRACTOR'S RELEASE OF LIENS,
LEIN WAIVER, AND AFFIDAVIT**

Reference is hereby made to that certain Agreement between La Porte Redevelopment Authority (hereinafter called "Owner") and Carter Construction, LLC (hereinafter called "Contractor"), dated January 25, 2024, on the project known as: M Street Improvement Project being erected upon the real property described in Exhibit A attached hereto and made a part hereof. Reference is also made to those certain invoices of the Contractor to Owner set forth in Exhibit B attached hereto and made a part hereof.

The Contractor does hereby represent and warrant, subject to contractual retainage not yet due, if any:

A That all bills for materials and all labor and services furnished by or through it on said project from the commencement of the work thereon to the date hereof have been or will be fully paid and discharged by it out of the proceeds received or to be received pursuant to the Owner's draw request of even date herewith, save and except those listed below, if any; and,

B That the receipted material bills and the certified payrolls attached to this lien waiver have been fully paid and discharged by the Contractor and represent work, materials, and labor actually furnished on said project and constitute all of the work, materials, and labor furnished by or through the Contractor on said project as of the date hereof.

C The schedule of account for the Contractor is as follows:

Total Contract Amount	\$ 2,491,925.00
Total Completed to Date	\$ 1,657,736.80
Less Agreed Retainage	\$ 165,773.68
Total Earned Less Retainage	\$ 1,491,963.12
Less Previous Payment Received	\$ 1,289,409.12
Amount Paid Incident to this Lien Waiver	\$ 202,554.00

Upon the receipt by the Contractor of the Owner's remittance for the amount of said invoice and the final clearance and payment of said remittance, the Contractor.

1. Agrees to and does hereby waive and release said property, project, Owner, and all bond or payment sureties and guarantors of said Owner, if any, from, and does hereby agree to protect, indemnify, defend, and hold harmless said property, project, Owner, lenders, sureties, and guarantors against,
 - a. Any and all liens, statutory, constitutional, or otherwise, and,
 - b. Any and all obligations under any bond or guaranty for payment, if any, furnished by said Owner, whether pursuant to agreement or requirement of law, and,
 - c. Any and all other claims whatsoever, statutory, constitutional or otherwise, for any and all work, labor, and materials furnished by or through the Contractor.

The remittance of said Owner, identified as payment of said invoices and endorsed by the Contractor and marked "paid" or "canceled" by the bank against which said remittance was drawn, shall constitute

conclusive proof that said invoice was paid and that payment thereof was received by the Contractor, and thereupon, this lien waiver shall become effective automatically and without requirement of any further act, acknowledgment or receipt on the part of the Contractor.

The undersigned representative of the Contractor does hereby certify under oath that the warranties and representations herein contained are true and correct and that he or she is fully authorized and empowered to execute this instrument for and on behalf of the Contractor and to bind the Contractor hereto.

Dated this 2nd day of July, 2024.

By: _____



Name: Paul Fowler

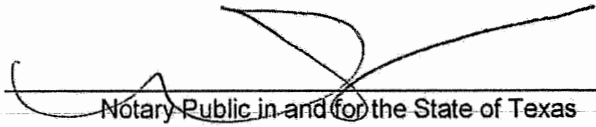
Title: Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by Paul Fowler Project Manager of Carter Construction, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of July, 2024,



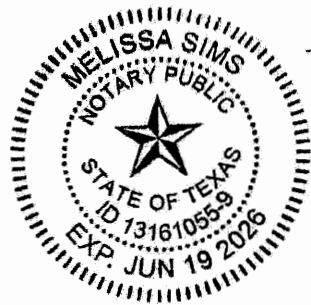
Notary Public in and for the State of Texas

Melissa Sims

Printed or Stamped Name of Notary

My Commission Expires: 6-19-26

(Notary Seal)





APPLICATION FOR PAYMENT

Owner: City of La Porte / La Porte Redevelopment Authority
 604 W Fairmont Parkway
 La Porte, TX 77571
Attn: Gauge Engineering, Taylor Risien, P.E.

Date: July 2, 2024

Estimate No.: 4

Estimate Period: 06/01/24 06/30/24

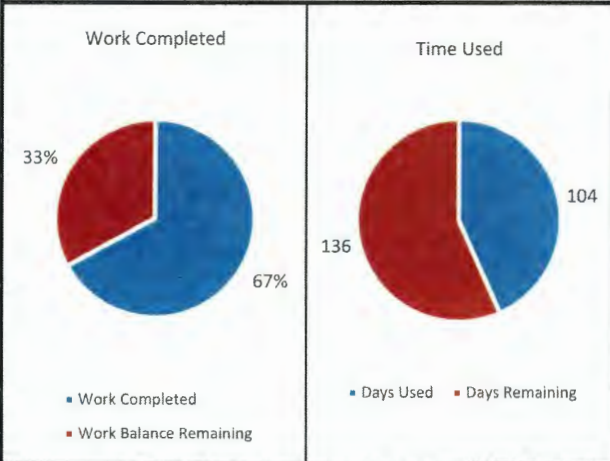
Contractor: Carter Construction, LLC
 7615 FM 3180
 Baytown, TX 77523

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1	Mar	\$	73,539.00
2	Apr	\$	764,265.87
3	May	\$	451,604.25
4	Jun		
5	Jul		



Original Contract Amount:	\$ 2,491,925.00
Change Orders:	\$ -
Current Contract Amount:	\$ 2,491,925.00
TOTAL WORK COMPLETE: 66.5%	\$ 1,657,736.80
COMPLETED CHANGE ORDER TOTAL:	\$ -
BILLED INVENTORY:	\$ -
TOTAL WORK COMPLETED INCL. CHANGE ORDERS:	\$ 1,657,736.80
RETAINAGE (10%):	\$ (165,773.68)
SUBTOTAL LESS RETAINAGE:	\$ 1,491,963.12
LESS PREVIOUS ESTIMATES:	\$ 1,289,409.12
TOTAL AMOUNT DUE FOR PAYMENT:	\$ 202,554.00

← \$ 1,289,409.12

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED:
 Paul Fowler, Project Manager

DATE: July 2, 2024

SIGNED:
 Taylor Risien, P.E.

DATE: 07/02/2024

Paid with Check #1016

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 4

ESTIMATE PERIOD: 6/1/24 - 6/30/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
SITE PREPARATION AND EARTHWORK ITEMS:												
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00	12.00	\$300.00		\$0.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00	150.00	\$2,250.00		\$0.00	150.00	\$2,250.00	29.64%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50	160.00	\$400.00		\$0.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00	1.00	\$600.00		\$0.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00	58.00	\$870.00		\$0.00	58.00	\$870.00	362.50%
SUBGRADE AND PAVING ITEMS:												
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
14	Bank Run Sand, 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
15	Reinforced Concrete Retaining Wall	61.00	CY	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
17	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
TRAFFIC CONTROL ITEMS:												
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	2.50	\$1,250.00	3.50	\$1,750.00	43.75%
SIGNING AND STRIPING ITEMS:												
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
DRAINAGE ITEMS:												
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50	162.00	\$567.00	1606.00	\$5,621.00	1768.00	\$6,188.00	121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00	8.00	\$960.00		\$0.00	8.00	\$960.00	100.00%

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29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00	55.00	\$7,425.00		\$0.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00	36.00	\$4,860.00	374.00	\$50,490.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00	30.00	\$5,100.00		\$0.00	30.00	\$5,100.00	100.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00	2.00	\$7,400.00		\$0.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00	1.00	\$3,600.00	2.00	\$7,200.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00	1.00	\$6,100.00	1.00	\$6,100.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00	0.50	\$2,700.00	2.00	\$10,800.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00	0.50	\$2,100.00	1.00	\$4,200.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00	2.00	\$6,000.00		\$0.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
	WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	407.00	\$814.00	807.00	\$1,614.00	1214.00	\$2,428.00	97.75%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00	1.00	\$6,500.00		\$0.00	1.00	\$6,500.00	100.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00	3.00	\$20,400.00	2.00	\$13,600.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00	35.00	\$840.00		\$0.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	389.00	\$47,458.00	774.00	\$94,428.00	1163.00	\$141,886.00	97.73%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	2.00	\$5,200.00		\$0.00	2.00	\$5,200.00	100.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00	2.00	\$1,200.00		\$0.00	2.00	\$1,200.00	100.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00	403.00	\$38,688.00		\$0.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00	46.00	\$3,128.00		\$0.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00	1.00	\$600.00		\$0.00	1.00	\$600.00	50.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00	3.00	\$28,500.00		\$0.00	3.00	\$28,500.00	100.00%
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

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67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	2.50	\$5,000.00	3.50	\$7,000.00	43.75%
EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):												
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
CASH ALLOWANCE:												
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.144	\$14,400.00	0.08	\$8,200.00	0.23	\$22,600.00	22.60%
TOTALS					\$2,491,925.00		\$225,060.00		\$1,432,676.80		\$1,657,736.80	66.52%

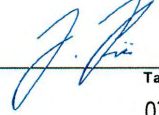
SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

SIGNED: 
Paul Fowler, Project Manager

DATE: 7-2-2024

ENGINEER: Gauge Engineering

SIGNED: 
Taylor Risien, P.E.

DATE: 07/02/2024

Paid with Check #1016

Additional Work Items Summary (Field Changes)

M Street Improvement Project

ESTIMATE NO.: 4

ESTIMATE PERIOD: 6/1/24 - 6/30/24

BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72											
	Waterline Offset (RFI 2323-02)											
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$ 600.00		\$ -	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$ 1,000.00		\$ -	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$ 7,000.00		\$ -	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)											
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$ 600.00		\$ -		\$ -	0.00	\$ -	0.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$ 14,400.00	48.00	\$ 14,400.00		\$ -	48.00	\$ 14,400.00	100.00%
TOTALS					\$25,500.00		\$14,400.00		\$8,200.00		\$22,600.00	88.63%

Paid with Check #1016

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

La Porte TIRZ
 9600 Long Point Road
 Suite 200
 Houston, TX 77055

Invoice number 3331
 Date 07/02/2024
 Project 1336 LAPORTE - FEASIBILITY STUDY

Professional Services Provided Through June 30, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Infrastructure Projects						
Basic Services	15,040.00	35.00	0.00	5,264.00	9,776.00	5,264.00
Roadway Analysis/Design	51,260.00	33.50	14,096.50	17,172.10	34,087.90	3,075.60
Drainage Analysis	31,700.00	4.50	1,426.50	1,426.50	30,273.50	0.00
Subtotal	98,000.00	24.35	15,523.00	23,862.60	74,137.40	8,339.60
Pedestrian/Bicyclist Improvements						
Basic Services	5,960.00	75.25	0.00	4,484.90	1,475.10	4,484.90
Trail/Sidewalk Analysis/Design	20,040.00	1.10	220.00	220.00	19,820.00	0.00
Subtotal	26,000.00	18.10	220.00	4,704.90	21,295.10	4,484.90
Project Mgmt/Coordination/Cost/QA/QC	35,300.00	13.00	2,471.00	4,589.00	30,711.00	2,118.00
Expenses	490.00	19.01	0.00	93.13	396.87	93.13
Total	159,790.00	20.81	18,214.00	33,249.63	126,540.37	15,035.63

Invoice total **15,035.63**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3331	07/02/2024	15,035.63	15,035.63				
	Total	15,035.63	15,035.63	0.00	0.00	0.00	0.00

Please note new mailing address
 Please make checks payable to:
 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

Gauge Engineering
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

La Porte TIRZ
 9600 Long Point Road
 Suite 200
 Houston, TX 77055

Invoice number 3332
 Date 07/02/2024

Project 1299 M STREET - CPS, CMT, CM&I

Professional Services Provided Through June 30, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services						
Construction Phase Services	49,140.00	48.00	15,724.80	23,587.20	25,552.80	7,862.40
Printing and Reproduction/Mileage/Deliveries	1,835.50	16.17	241.17	296.78	1,538.72	55.61
TDLR Review/Inspections	1,500.00	0.00	0.00	0.00	1,500.00	0.00
Extra Engineering Effort	12,000.00	100.00	12,000.00	12,000.00	0.00	0.00
Subtotal	64,475.50	55.66	27,965.97	35,883.98	28,591.52	7,918.01
Construction Materials Testing						
Construction Materials Testing & Inspection - Terracon	109,664.50	10.45	3,614.38	11,464.38	98,200.12	7,850.00
Subtotal	109,664.50	10.45	3,614.38	11,464.38	98,200.12	7,850.00
Construction Management & Inspection						
Construction Management	35,360.00	47.00	6,718.40	16,619.20	18,740.80	9,900.80
Construction Inspection	181,125.00	45.00	62,035.31	81,506.25	99,618.75	19,470.94
Expenses	8,100.00	11.47	651.91	929.29	7,170.71	277.38
Subtotal	224,585.00	44.11	69,405.62	99,054.74	125,530.26	29,649.12
Total	398,725.00	36.72	100,985.97	146,403.10	252,321.90	45,417.13

Invoice total **45,417.13**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3332	07/02/2024	45,417.13	45,417.13				
	Total	45,417.13	45,417.13	0.00	0.00	0.00	0.00

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 Gauge Engineering, LLC
 11750 Katy Freeway, Suite 400
 Houston, TX 77079

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

La Porte TIRZ
9600 Long Point Road
Suite 200
Houston, TX 77055

Invoice number 3330
Date 07/02/2024
Project 1355 LAPORTE - LAKES AT FAIRMONT
GREENS

Professional Services Provided Through June 30, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Detention Basin Evaluation	11,200.00	17.00	0.00	1,904.00	9,296.00	1,904.00
Expenses	200.00	13.40	0.00	26.80	173.20	26.80
Total	11,400.00	16.94	0.00	1,930.80	9,469.20	1,930.80

Invoice total **1,930.80**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3330	07/02/2024	1,930.80	1,930.80				
	Total	1,930.80	1,930.80	0.00	0.00	0.00	0.00

Please note new mailing address

Please make checks payable to:
Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, TX 77079



INVOICE

BILL TO
La Porte Redevelopment Authority/TIRZ #1
604 W. Fairmont Pkwy.
LaPorte, TX 77571
United States

INVOICE 2038
DATE 07/01/2024

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: June 2022	2,000.00
In-House Postage, Photocopies, Binding, Etc.: June 2024	113.03
Fed Ex Delivery: 5/15/2024	40.40
Fed Ex Delivery: 6/17/2024	64.26
Reimbursable Mileage, Parking, Tolls and Related Expenses, L. Clayton: June 2024	52.26

BALANCE DUE **\$2,269.95**

Paid with Check #1018

LA PORTE RDA/TIRZ #1

In-house Postage, Photocopies, Binding, etc.

Postage

<u>Date</u>	<u>Amount</u>
6/17/2024	\$ 1.28
	<u>\$ 1.28</u>

Photocopies @ \$0.15

<u>Date</u>	<u>Pages</u>	<u>Amount</u>
6/7/2024	645	\$ 96.75

Total \$ 96.75

Color Photocopies @ \$0.50

	\$ -
Total	<u>\$ -</u>

Binding sets @ \$1.00

<u>Date</u>	<u>Sets</u>	<u>Amount</u>
6/7/2024	15	\$ 15.00
Total		<u>\$ 15.00</u>

Total, all Items	
Postage	\$ 1.28
Photocopies	\$ 96.75
Color Photocopies	\$ -
Binding sets	\$ 15.00
TOTAL	\$ 113.03

Paid with Check #1018

Transaction Record



TRACKING NO.:
776396063378

SHIP DATE:
May 15, 2024

ESTIMATED SHIPPING CHARGES:
40.40 USD

From address

Elisa Rodriguez
Hawes Hill & Associates
9600 Long Point
200
77055 TX HOUSTON
US
Phone: 8324880097
erodriguez@hhcllp.com

To address

Christi Fowler
Carter Construction, LLC
7615 FM 3180
77523 TX Baytown
US
Phone: 3468013792

Package information

Pieces	Weight	Dimensions (LxWxH)	Carriage value	Package options
1 x	0.01 lb			n/a
Packaging type: FedEx Envelope		Service: FedEx 2Day		Pickup / drop-off type: I'll drop off my shipment at a FedEx location

Special Services:
Direct signature required

Billing information

Bill transportation cost to: *****842
Bill duties, taxes and fees to:
Your reference:

P.O. No.:
Invoice No.:
Department No.:

Please note: This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Paid with Check #1018

Transaction Record



Bill to LaPorte

TRACKING NO.: 776901608068	SHIP DATE: Jun 17, 2024	ESTIMATED SHIPPING CHARGES: 64.26 USD
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From address

Elisa Rodriguez
Hawes Hill & Associates
P.O. Box 22167
77227 TX Houston
US
Phone: 8324880097
erodriguez@hhcllp.com

To address

Carter Construction, LLC
Carter Construction LLC
7615 FM 3180
77523 TX BAYTOWN
US
Phone: 3468013792

Package information

Pieces	Weight	Dimensions (LxWxH)	Carriage value	Package options
1 x	1.00 lb			n/a
Packaging type: FedEx Pak		Service: FedEx Standard Overnight		Pickup / drop-off type: I'll drop off my shipment at a FedEx location
Special Services: Direct signature required				

Billing Information

Bill transportation cost to:	*****842	P.O. No.:
Bill duties, taxes and fees to:		Invoice No.:
Your reference:	LA PORTE	Department No.:

Please note: This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

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LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors
FROM: Executive Director
SUBJECT: Agenda Item Materials

7. Receive updates from the city, developers, and staff about development within the Zone.

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

8. Board Member comments:
 - a. Matters appearing on agenda; and
 - b. Inquiry of staff regarding specific factual information or existing policy

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

9. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney regarding pending or contemplated litigation.
10. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.
 - a. Receive Mediator's proposal and Consider Release and Settlement Agreement.