Agendas and Agenda Materials Meetings of the Boards of Directors

# La Porte Redevelopment Authority



La Porte Tax Increment Reinvestment Zone

June 13, 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**, **June 13**, **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 May 9, 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. Consider Pay Application No. 3, M Street Improvements, from Carter Construction LLC.
- 5. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices.
- 6. Receive updates from the city, developers, and staff about development within the Zone.
- 7. Board member comments.
  - a. Matters appearing on agenda; and
  - b. Inquiry of staff regarding specific factual information or existing policy
- 8. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney regarding pending or contemplated litigation.
- 9. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.
- 10. 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 May 9, 2024.

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

#### May 9, 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, May 9, 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 Remmel	Position 9	Kristen Lee, Asst. Secretary
Position 5	Nicole Havard		

and all of the above were present, with the exception of Director Havard, thus constituting a quorum. Also present were Naina Magon and Linda Clayton, Hawes Hill & Associates, LLP; Corby Alexander, Matt Daeumer, Haley Bower and Sherry Rodriguez, City of La Porte; and Taylor Risien, Gauge Engineering. Others attending were Mercy and Joe Estrada; Gloria Brutscher; and David Williams. Chairman Janda called the meeting to order at 6:32 p.m.

#### **RECEIVE PUBLIC COMMENTS.**

There were no public comments.

### APPROVE MINUTES OF THE JOINT LA PORTE REDEVELOPMENT AUTHORITY AND LA PORTE TAX INCREMENT REINVESTMENT ZONE MEETING HELD ON APRIL 10, 2024.

Upon a motion made by Director Beasley, and seconded by Director Helton, the Board voted to approve the Minutes of the April 10, 2024, joint Board meeting, as presented. Director Porter abstained. The motion passed.

## **RECEIVE UPDATE AND RECOMMENDATIONS REGARDING CAPITAL IMPROVEMENTS PROGRAM:**

### a. Receive updates and recommendations from Gauge Engineering.

Mr. Risien provided an update on the feasibility study. He reported Gauge is conducting site visits for infrastructure and pedestrian/trail improvements and have begun drafting preliminary schematics.

### i. M Street Improvements

Mr. Risien reported the majority of the reinforced concrete box culverts have been installed. He reported they anticipate mid to late May roadway excavation will start.

## 1) Consider Pay Application No. 2, M Street Improvements, from Carter Construction LLC

Mr. Risien reviewed Pay Application No. 2, M Street Improvements, from Carter Construction LLC in the amount of \$764,265.87. 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 Goodwin, and seconded by Director Remmel, the Board voted unanimously to approve Pay

Application No. 2, M Street Improvements, from Carter Construction LLC in the amount of \$764,265.87, as presented.

## ii. Consider Gauge Engineering Task Order to evaluate and provide recommendations to repair the detention facility at Lakes at Fairmont Green.

Mr. Risien reviewed Gauge Engineering Task Order for evaluation services of the stormwater detention basin serving the Lakes at Fairmont Greens, including repair and mitigation recommendations in the amount of \$11,400.00. Director Antone presented questions regarding Hawthorne Apartments and detention used. The City will provide all information to Gauge to use in its evaluation. Upon a motion made by Director Helton, and seconded by Director Beasley, the Board voted unanimously to approve Gauge Engineering Task Order for evaluation services for the Lakes at Fairmont Greens detention facility in the amount of \$11,400.00, as presented.

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

Ms. Magon presented the bookkeeper's report and reviewed invoices submitted for payment, included in the Board materials. Upon a motion made by Director Goodwin, and seconded by Director Helton, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as presented.

# RECEIVE UPDATES FROM 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.

None.

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

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

An Executive Session was not called.

## ADJOURNMENT.

There being no further business to come before the Board, Chairman Janda adjourned the meeting at 6:44 p.m.

Secretary

### AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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



## TASK ORDER #4: LA PORTE DEVELOPMENT AUTHORITY/TIRZ #1 FEASIBILITY STUDY

## Activities This Period:

- Continued working on preliminary typical sections.
- Reviewed City of La Porte Master Plans.
- Began roadway & trail schematics.
- Identified constraints and prepared for site visit.
- Next steps:
  - o Conduct site visits for infrastructure and pedestrian/trail improvement projects.

## TASK ORDER #5: LAKES AT FAIRMONT GREENS DETENTION BASIN EVALUATION

## Activities This Period:

- Received authorization to proceed with task order.
- Reviewed previous inspection report by J. Morales, Inc.
- Next steps
  - Perform field visits and provide recommendations for improvements.

# PROGRESS REPORT- MAY 2024

## **M STREET IMPROVEMENT PROJECT**

Project No. 75-19

## **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.



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 water line offset under 6'X3' Box.
  - Installed approx. 774 LF of 12" Dia. water line.
  - Installed 2 fire hydrants.
- Drainage:
  - Installed approx. 246 LF of 6'X3' RCB.
  - Installed approx. 14 LF of 8'X4' RCB.
  - Installed 3 Junction Boxes.
  - Installed approx. 374 LF of 24" RCP.
  - Installed 5 Inlets.
  - Installed 3 Manholes.
  - Installed 2 Brick Plugs.

- Traffic Control:
  - Maintained traffic control devices.
- <u>SW3P:</u>
  - Inspection and maintenance.

## **FUNDING**

• La Porte Redevelopment Authority (TIRZ #1)



## **NEXT STEPS**

- Site Preparation and Earthwork:
  - Start roadway excavation.
- Subgrade and Paving:
- No work planned.
- Traffic Control:
  - Maintain barricades at side street intersections.
- Signing and Striping:
  - No work planned.
- Drainage:
  - Continue installing inlets, inlet leads, and manholes.
- Water and Sanitary Sewer:
  - Complete water line and sewer installation.
- <u>SW3P:</u>
  - Maintenance of SW3P items.



# PROGRESS REPORT — MAY 2024

**M STREET IMPROVEMENT PROJECT** 

Project No. 75-19



La Porte Redevelopment Authority (TIRZ #1)

\$2,491,925.00

\$2,491,925.00

\$764,265.87

\$451,604.25

11/13/2024

\$1,059,248.20

**PAYMENT ESTIMATES** 

**Original Contract Amount** 

**Current Contract Amount** 

Current Payment(s) Due

**Contract Completion Date** 

Balance Remaining with Retainage

**Previous Payments** 

Change Order Amount to Date

## **CONSTRUCTION TIME**

- **Original Contract Time:**
- Notice to Proceed Date:

240 Days 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

## **PROGRESS PHOTOS**



Water Line Installation



Reinforced Concrete Box Installation



Junction Box and Brick Plug Installation



Inlet and Inlet Lead Installation

## Gal ENGINEERING



June 3, 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. <u>Payment No. 03</u>

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 03 in the amount of \$451,604.25 for construction services rendered through May 31, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$451,604.25 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,

Muhammad Ali, P.E. Principal

Enclosures: Carter Construction Pay Est. No. 03

La Porte Redevelopment Authority

Date

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



Contractor Name : C	Street Improveme arter Construction, 515 FM 3180, Bay	LLC			Proj No. 75-19	
Contract Date Start Date Current Contract Completion Date	: 3/	25/2024 18/2024 1/13/2024		Ori Ap Toi	NTRACT TIME IN CALENDA iginal Contract Time proved Extensions tal Contract Time ys Used to Date	<b>R DAYS</b> : 240 : 0 : 240 : 74
8,	: 30.83% 24/2025 [	In Place: 57 Drug Policy Due Date	7.49% 9: N/A	Da	ys Remaining to Date hedule Update Received	166
CONTRACT AMOUNT TO DATE : 1- Original Contract Amount 2- Approved Change Orders					C	\$2,491,925.00
2- Approved Change Orders	No.	Date	Ext.Days	Amount		
	Total Apr	proved Extentions	0	Tota	al Change Orders to Date	\$0.00
3- Approved Work Change Direc		Date	Ext.Days	Amount		
					-	
		Total Pend	ling Work Change Directives to	o Date \$0.00		
A. EARNINGS TO DATE 1- Work Completed to Date 2- Material Stored on Site 3- Material Stored in Place 4- Balance-Materials Accepted N		57.49% Co \$0.0 \$0.0 \$0.0	Current Mor omplete 00	TOTAL CONTRACT AM nth Billing \$501,782.50 \$1,432,676.80 \$0.00	IOUNT (excludes WCDs)	\$2,491,925.00
5- Work Change Directives - In F	lace			\$0.00	TOTAL EARNINGS TO DA	TE <u>\$1,432,676.80</u>
B. DEDUCTIONS 1- Retainage 10% 2- Retainage Release 0% 3- Total Retainage 4- Liquidated Damages 5- Assessments		1,432,676.80 1,432,676.80 0 Days @	<u>\$143,267.68</u> <u>\$0.00</u>	\$143,267.68 \$0.00 \$0.00	_	
6- Inspector Overtime Costs C. AMOUNT DUE THIS PERIOD				\$0.00	TOTAL DEDUCTIO	NS <u>\$143,267.68</u>
AMOUNT DUE THIS PERIOD     1- Total Earnings to Date     2- Total Deductions     3- Total Payments Due     4- Less Previous Payments     5- Restoration Adjustment				\$1,432,676.80 \$143,267.68	=	\$1,289,409.12 \$837,804.87 \$0.00
, <b>,</b>			Г	TOTAL AMOUNT DUE	E CONTRACTOR THIS DATE	
					BALANCE REMAINING	,
Prepared By Taylor Risien, P	E. /	6/3/2024 Date	_ Review	ved By Muhammad Ali, F	D.E.	6/3/2024 Date
Approved By:			_			

### ESTIMATE No. Three

			Job No. <u>2323</u> Date: <u>6/3/2024</u>
			Sheet: of
Project Name:	M Street Improvement Project	Owner:	La Porte Redevelopment Authority
Contract Awarded:	11/16/2023	Total Contract Amount:	\$2,491,925.00
Covering Period:	4/26/2024	Through	5/31/2024
Contractor:	Carter Construction, LLC	Total Done To Date:	\$1,432,676.80
Amount Retained:	\$143,267.68	Previous Payment:	\$837,804.87
Total Deduction:	\$981,072.55	Total Due for Payment:	\$451,604.25

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:	June 3, 2024		By: _	land task	
				Paul Fowler, Project Manager	
STATE OF TE	XAS	§			
COUNTY OF	CHAMBERS COUNTY	Ş			

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 3rd day of June , 2024



Notary Public in and for the State of Texas

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My Commission Expires: 08.05.2026

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

Reference is hereby made to that certain Agreement between <u>La Porte Redevelopment Authority</u> (hereinafter called "Owner") and <u>Carter Construction, LLC</u> (hereinafter called "Contractor), dated <u>January 25, 2024</u>, on the project known as: <u>M Street Improvement Project</u> 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	\$1,432,676.80
Less Agreed Retainage	\$ 143,267.68
Total Earned Less Retainage	\$ 1,289,409.12
Less Previous Payment Received	\$ 837,804.87
Amount Paid Incident to this Lien Waiver	\$ 451,604.25

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 3rd day of June , 2024.

By:	land tank
Name:	Paul Fowler
Title:	Project Manager

STATE OF TEXAS

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME. the undersigned authority, Paul Fowler of Carter Construction, LLC Project Manager by , 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 3rd day of June, 2024,

§



Notary Public in and for the State of Texas

Christing

Printed or Stamped Name of Notary

(Notary Seal)

My Commission Expires: 08.05.2026



## **APPLICATION FOR PAYMENT**

Attn:	City of La Porte / La Porte Ro 604 W Fairmont Parkway La Porte, TX 77571 Gauge Engineering, Taylor F			Date: Estimate No.: Estimate Period:	June 3, 2024 3 begin en 04/26/24 05/3		] -	
Contractor:	Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523		Cart	er Constr. Job No.:	2323		]	
CONTRACT FOR:	M Street Improvement F	Project					ENTS	
Work Completed	Time Used	Original Contract Amount Change Orders Current Contract Amount TOTAL WORK COMPLETE: 57.5% COMPLETED CHANGE ORDER TOTAL BILLED INVENTORY TOTAL WORK COMPLETED INCL. CHANGE ORDERS RETAINAGE (10%)	\$       \$	2,491,925.00 2,491,925.00 1,432,676.80 1,432,676.80 (143,267.68)	1 Ма 2 Ар 3 Ма 4 Ји 5 Ји	or Iy n	\$ \$	73,539.00 764,265.87
				1,289,409.12			•	007.004.07
<ul><li>Work Completed</li><li>Work Balance Remaining</li></ul>	<ul> <li>Days Used</li> <li>Days Remaining</li> </ul>	LESS PREVIOUS ESTIMATES		837,804.87 451,604.25		<u> </u>	\$	837,804.87
Contractor:	Carter Construction, LLC	Enginee	r: Ga	uge Engineering				
SIGNED:		I tah SIGNE	D:	A. frie	7 Taulas Disian D F			
DATE:		vler, Project Manager une 3, 2024 DAT	E:	0	Taylor Risien, P.E. 6/3/2024			

#### SCHEDULE OF VALUES **PROJECT: M Street Improvement Project** ESTIMATE NO .: 3 ESTIMATE PERIOD: 4/26/24 - 5/31/24 DESCRIPTION CONTRACT UNIT UNIT TOTAL QUANTITY AMOUNT QUANTITY AMOUNT TOTAL TOTAL PERCENT PRICE THIS THIS PREVIOUS PREVIOUS QUANTITY AMOUNT COMPLETE QTY. PERIOD PERIOD PERIODS PERIODS TO DATE TO DATE SITE PREPARATION AND EARTHWORK ITEMS: Mobilization 1.00LS \$96.000.00 \$96,000.00 \$0.00 1.00 \$96.000.00 1.00 \$96.000.00 100.00% 1.00 LS \$0.00 1.00 1.00 100.00% Project Sign \$1,100.00 \$1,100.00 \$1,100.00 \$1,100.00 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% Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.) 13.00 SY \$25.00 \$325.00 \$0.00 \$0.00 0.00 \$0.00 0.00% 506.00 SY 0.00 Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal) \$15.00 \$7,590.00 \$0.00 \$0.00 \$0.00 0.00% 271.00 LF \$2.50 \$0.00 \$0.00 0.00 \$0.00 0.00% Removing Old Concrete (Concrete Curb) (Removal and Disposal) \$677.50 Roadway Excavation with 3" Stripping 3,070.00 CY \$9.00 \$27,630.00 \$0.00 \$0.00 0.00 \$0.00 0.00% Removing Old Structures (Inlets) (All Depths) (Removal and Disposal) 1.00 EA \$600.00 \$600.00 \$0.00 \$0.00 0.00 \$0.00 0.00% 16.00 LF \$15.00 9 Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal) \$240.00 \$0.00 \$0.00 0.00 \$0.00 0.00% SUBGRADE AND PAVING ITEMS: 6.000.00 SY \$5.00 10 Lime Stabilized Subgrade Manipulation, 6" Thick \$30,000.00 \$0.00 \$0.00 0.00 \$0.00 0.00% 125.00 TON 0.00 11 Lime Slurry (8% by Dry Weight) \$305.00 \$38,125.00 \$0.00 \$0.00 \$0.00 0.00% 87.00 SY 0.00 Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick \$83.00 \$7,221.00 \$0.00 \$0.00 \$0.00 0.00% 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% 32.00 CY \$25.00 \$0.00 \$0.00 0.00 \$0.00 0.00% 14 Bank Run Sand, 2" Thick \$800.00 61.00 CY \$710.00 \$43,310.00 \$0.00 \$0.00 0.00 \$0.00 0.00% Reinforced Concrete Retaining Wall 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% 3,200.00 LF Reinforced Concrete Curbs, 6" \$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%

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ITEM

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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	мо	\$500.00	\$4,000.00	1.00	\$500.00	1.50	\$750.00	2.50	\$1,250.00	31.25%
	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	713.00	\$2,495.50	893.00	\$3,125.50	1606.00	\$5,621.00	109.92%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

				<b>*</b> 405 00	0075.00	7.00	0.75.00		<b>\$2.00</b>	7.00	<u> </u>	400.000
29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00		\$125.00	\$875.00	7.00	\$875.00		\$0.00	7.00	\$875.00	
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00		\$135.00	\$8,100.00	074.00	\$0.00		\$0.00	0.00	\$0.00	0.00%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00		\$135.00	\$55,620.00	374.00	\$50,490.00		\$0.00	374.00	\$50,490.00	
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00		\$170.00	\$5,100.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00		\$3,700.00	\$7,400.00		\$0.00		\$0.00	0.00	\$0.00	
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00		\$3,600.00	\$10,800.00	2.00	\$7,200.00		\$0.00	2.00	\$7,200.00	
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00		\$2,000.00	\$8,000.00	2.00	\$4,000.00		\$0.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00		\$6,100.00	\$12,200.00	1.00	\$6,100.00		\$0.00	1.00	\$6,100.00	
37	Junction Box - 8'X8'	1.00		\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$0.00	1.00	\$6,000.00	
38	Junction Box - 10'X10'	2.00		\$6,000.00	\$12,000.00	2.00	\$12,000.00		\$0.00	2.00	\$12,000.00	
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00		\$5,400.00	\$27,000.00	2.00	\$10,800.00		\$0.00	2.00	\$10,800.00	
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00		\$4,200.00	\$12,600.00	1.00	\$4,200.00		\$0.00	1.00	\$4,200.00	
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00		\$6,400.00	\$25,600.00	2.00	\$12,800.00		\$0.00	2.00	\$12,800.00	
42	Standard Type "A" Inlet	2.00		\$3,000.00	\$6,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
43	8'X4' Reinforced Concrete Box	731.00		\$885.00	\$646,935.00	14.00	\$12,390.00	717.00	\$634,545.00	731.00	\$646,935.00	
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00		\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	
45	6'X3' Reinforced Concrete Box	550.00		\$655.00	\$360,250.00	374.00	\$244,970.00	176.00	\$115,280.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00	2.00	\$4,000.00		\$0.00	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	807.00	\$1,614.00		\$0.00	807.00	\$1,614.00	64.98%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00		\$6,800.00	\$34,000.00	2.00	\$13,600.00		\$0.00	2.00	\$13,600.00	40.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	774.00	\$94,428.00		\$0.00	774.00	\$94,428.00	65.04%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	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	0.60	\$120.00		\$0.00	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%

	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	\$0.0	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	мо	\$2,000.00	\$16,000.00	2.50	\$5,000.00	\$0.0	0 2.50	\$5,000.00	31.25%
	EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):										
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00	\$0.0	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	\$0.0	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	\$0.0	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	0.082	\$8,200.00	\$0.0	0.08	\$8,200.00	8.20%
	TOTALS				\$2,491,925.00		\$501,782.50	\$930,894.3	0	\$1,432,676.80	57.49%

#### **SCHEDULE OF VALUES CERTIFICATION:**

CONTRACTOR: Carter Construction, LLC

hand

Paul Fowler, Project Manager

DATE:

SIGNED:

6-3-2024

ENGINEER: Gauge Engineering

SIGNED: ve. Taylor Risien, P.E. 6/3/2024 DATE:

	Addit	ional \	Nork	Items \$	Sur	nmary	(Field C	Changes	)				
	M Street Improvement Project ESTIMATE PERIOD: 4/26/24 - 5/31/24												
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												<u> </u>
	Waterline Offset												
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$	600.00	1.00	\$ 600.0	)	\$ -	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	\$ 1,000.0	)	\$ -	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	\$ 6,600.0	)	\$ -	33.00	\$ 6,600.00	94.29%
													<u> </u>
													+
	TOTALS				9	\$10,500.00		\$8,200.0	0	\$0.00	)	\$8,200.00	) 78.10%

## 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.

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

	May 24	Budget	Oct - May 24	YTD Budget	Annual Budget
Income					
4000 · Tax Increments - County	90,631.00	90,631.00	725,048.00	725,048.00	1,087,576.00
4010 · Tax Increments - City	203,739.00	203,739.00	1,629,912.00	1,629,912.00	2,444,871.00
4020 · Tax Increments - ISD	405,450.00	405,450.00	3,243,600.00	3,243,600.00	4,865,399.00
4100 · Interest Income	92,491.91	833.00	681,616.23	6,664.00	10,000.00
Total Income	792,311.91	700,653.00	6,280,176.23	5,605,224.00	8,407,846.0
Expenses					
TIRZ M&O Expenses					
6010 · Administration & Project Mgmt	2,000.00	2,000.00	18,000.00	16,000.00	24,000.0
6015 · Legal	4,252.60	1,167.00	15,942.60	9,336.00	14,000.0
6020 · Agreed Upon Procedures Report	0.00	917.00	0.00	7,336.00	11,000.0
6025 · Annual Audit	0.00	958.00	11,200.00	7,664.00	11,500.0
6040 · Operating Expenses	218.52	250.00	1,246.92	2,000.00	3,000.0
6045 · Bank Fees	217.00	183.00	1,120.00	1,464.00	2,200.0
6050 · Planning Services	0.00	1,250.00	0.00	10,000.00	15,000.0
Total TIRZ M&O Expenses	6,688.12	6,725.00	47,509.52	53,800.00	80,700.0
Transfers					
6101 · City Administration	10,187.00	10,187.00	81,496.00	81,496.00	122,244.0
6110 · Educational Facilities	127,943.00	127,944.00	1,023,544.00	1,023,545.00	1,535,321.0
Total Transfers	138,130.00	138,131.00	1,105,040.00	1,105,041.00	1,657,565.0
Capital Improvement Projects					
6131 · M Street Improvement Project	536,337.08	250,000.00	1,566,980.54	2,000,000.00	3,000,000.0
6132 · Feasibility Study	17,066.75	0.00	18,214.00	0.00	0.0
TIRZ Developer Reimbursements					
6152 · Beazer Homes Texas LP	0.00	0.00	0.00	132,928.00	132,928.0
6153 · Senior Associates	0.00	0.00	0.00	10,075.00	10,075.0
6154 · Jabez-LB1 LLC	0.00	0.00	0.00	178,706.00	178,706.0
6155 · Hawthorne at La Porte	0.00	0.00	0.00	594,289.00	594,289.0
6161 · 92 Fairmont Lakes, Inc.	0.00	0.00	305,805.87	314,980.00	314,980.0
Total TIRZ Developer Reimbursements	0.00	0.00	305,805.87	1,230,978.00	1,230,978.0
Total Capital Improvement Projects	553,403.83	250,000.00	1,891,000.41	3,230,978.00	4,230,978.0
Total Expenses	698,221.95	394,856.00	3,043,549.93	4,389,819.00	5,969,243.0
Income	94,089.96	305,797.00	3,236,626.30	1,215,405.00	2,438,603.0

## La Porte Redevelopment Authority Bank Registers As of June 13, 2024

	Туре	Date	Num	Name	Memo	Amount	Balance
1001 · Ame	egy Bank Ope	rating				-	20,119,762.27
Depo	osit	05/10/2024	DEP	City of La Porte	Tax Increment Deposit-City	2,511,284.60	22,631,046.87
Depo	osit	05/14/2024	DEP	LPISD	Tax Increment Deposit-ISD	3,384,428.64	26,015,475.51
Depo	osit	05/31/2024	DEP	Amegy Bank	May Interest	92,491.91	26,107,967.42
Cheo	eck	05/31/2024	Debit	Amegy Bank	May Acct Analysis Fee	-217.00	26,107,750.42
Bill F	Pmt -Check	06/13/2024	1011	Carter Construction, LLC	Job #2323 - Payment Application #3	-451,604.25	25,656,146.17
Bill F	Pmt -Check	06/13/2024	1012	Gauge Engineering	Projects 1299 & 1336	-51,621.33	25,604,524.84
Bill F	Pmt -Check	06/13/2024	1013	Hawes Hill & Associates LLP	May 2024 Prof Consulting & Admin Fee	-2,218.52	25,602,306.32
Bill F	Pmt -Check	06/13/2024	1014	Blank Rome LLP	Client ID#166495	-4,252.60	25,598,053.72
Total 1001	· Amegy Bank	Operating				5,478,291.45	25,598,053.72
OTAL						5,478,291.45	25,598,053.72

TOTAL

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



Contractor Name : Cart	reet Improvement Projec er Construction, LLC				
Address : 761	5 FM 3180, Baytown, TX	7523		Proj No. 75-19	
				CONTRACT TIME IN CALEN	DAR DAYS
Contract Date	: 1/25/2024			Original Contract Time	: 240
Start Date	: 3/18/2024			Approved Extensions	: 0
Current Contract Completion Date	: 11/13/2024			Total Contract Time	: 240
	• • • • • • • • • • • • • • • • • • • •			Days Used to Date	: 74
Percentage By Time :	30.83% In Pl	ace : 57.49%		Days Remaining to Date	: 166
		/ Due Date: N/A		Schedule Update Received	
CONTRACT AMOUNT TO DATE : 1- Original Contract Amount 2- Approved Change Orders	2020 2003 1010				\$2,491,925.00
	No. Da	e Ext.Days	Amount	10-10-20-00 M	
	Total Approved Ex	entions 0		Total Change Orders to Date	\$0.00
3- Approved Work Change Directive					
3- Approved Work Change Directive	No. Da	e Ext.Days	Amount		
	INU. Da	Exc.Days	Amount		
A. EARNINGS TO DATE 1- Work Completed to Date		57.49% Complete	TOTAL CONTRA urrent Month Billing \$501,	0 ACT AMOUNT (excludes WCDs) 782.50 ,676.80	\$2,491,925.00
2- Material Stored on Site		\$0.00			
3- Material Stored in Place		\$0.00	050/ 00	<u></u>	
4- Balance-Materials Accepted Not		\$0.00 @		.00	
5- Work Change Directives - In Place	ce .		\$0	.00	DATE A4 400 070 00
5 SERVICE				TOTAL EARNINGS TO	DATE \$1,432,676.80
B. DEDUCTIONS	or 64 400 07	A440.007.0			
1- Retainage 10%	Of \$1,432,676				
2- Retainage Release 0%	Of \$1,432,676	.80 <u>\$0.0</u>		067.69	
3- Total Retainage	0.00 Dave	8		267.68	
4- Liquidated Damages	0.00 Days	(C) (C)		.00	
5- Assessments 6- Inspector Overtime Costs				.00	
6- Inspector Overtime Costs					TIONS \$142 267 69
C. AMOUNT DUE THIS PERIOD				TOTAL DEDUCT	TIONS \$143,267.68
1- Total Earnings to Date			\$1 432	,676.80	
2- Total Deductions			\$143	267.68	
3- Total Payments Due				201.00	\$1,289,409.12
4- Less Previous Payments					\$837,804.87
5- Restoration Adjustment					\$0.00
o restoration rejustment					
			TOTAL AMOU	NT DUE CONTRACTOR THIS D	ATE \$451,604.25
				BALANCE REMAIN	ING \$1,059,248.20
			L		
Prepared By	A	6/3/2024	Reviewed By	ALL.	6/3/2024
Taylor Risien, P.E.	11.11	Date		ad Ali, P.E.	Date
Taylor Holdin, F.L.	1		Waratin		240
Approved Day	v				
Approved By: La Porte Redevelo	oment Authority	Date			
Ed i olio itodovolo					

Paid with Check #1011

Estimate No.

Cut off Date

Estimate Date

3

05/31/24

06/03/24

#### ESTIMATE No. Three

E.			Job No. <u>2323</u> Date: <u>6/3/202</u> Sheet: of
Project Name:	M Street Improvement Project	Owner:	La Porte Redevelopment Authority
Contract Awarded:	11/16/2023	Total Contract Amount:	\$2,491,925.00
Covering Period:	4/26/2024	Through	5/31/2024
Contractor:	Carter Construction, LLC	Total Done To Date:	\$1,432,676.80
Amount Retained:	\$143,267.68	Previous Payment:	\$837,804.87
Total Deduction:	\$981,072.55	Total Due for Payment:	\$451,604.25

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 June 3, 2024		Ву:	land tank
L.			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 <u>3rd</u> day of <u>June</u>, 2024.

na Fouler

Notary Public in and for the State of Texas

My Commission Expires: 08.05.2026



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

Reference is hereby made to that certain Agreement between <u>La Porte Redevelopment Authority</u> (hereinafter called "Owner") and <u>Carter Construction, LLC</u> (hereinafter called "Contractor), dated <u>January 25, 2024</u>, on the project known as: <u>M Street Improvement Project</u> 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	\$1,432,676.80
	Less Agreed Retainage	\$ 143,267.68
3	Total Earned Less Retainage	\$ 1,289,409.12
	Less Previous Payment Received	\$ 837,804.87
	Amount Paid Incident to this Lien Waiver	\$ 451,604.25

- 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 3rd day of June 2024.

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s .	3rd	_ day of	June	2024.
			By:	land tach
			Name:	Paul Fowler
			Title:	Project Manager

STATE OF TEXAS § 1 COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME. the undersigned authority, Paul Fowler Project Manager of Carter Construction, LLC by\_ , 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 3rd day of June, 2024,



(Notary Seal)

Notary Public in and for the State of Texas

Christina towler

Printed or Stamped Name of Notary

My Commission Expires: 08.05.2026

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## **APPLICATION FOR PAYMENT**

	City of La Porte / La Porte Ro 604 W Fairmont Parkway La Porte, TX 77571 Gauge Engineering, Taylor F			j	Date: _ Estimate No.:[ Estimate Period: _	June 3, 2 3 begin 04/26/24	2024 end 05/31/24	- ]	
Contractor:	Carter Construction, LLC								
	7615 FM 3180 Baytown, TX 77523			Carter	Constr. Job No.:[	2323	3	]	
CONTRACT FOR:	M Street Improvement F	Project					PAYN	IENTS	
					ľ	1	Mar	\$	73,539.00
		(	Driginal Contract Amount:	\$	2,491,925.00	2	Apr	\$	764,265.87
Work Completed	Time Used			\$		3	May		
			Current Contract Amount:	\$	2,491,925.00	4	Jun		
						5	Jul		
	74	TOTAL WORK	COMPLETE: 57.5%	\$	1,432,676.80				
43%		COMPLET	ED CHANGE ORDER TOTAL:	\$	-				
			BILLED INVENTORY:	\$	-				
57%		TOTAL WORK COMPLETI	ED INCL. CHANGE ORDERS:	\$	1,432,676.80				
	166		RETAINAGE (10%):	\$	(143,267.68)				
		SL			1,289,409.12				
		LES	S PREVIOUS ESTIMATES:	\$	837,804.87		-	\$	837,804.87
<ul> <li>Work Completed</li> <li>Work Balance Remaining</li> </ul>	Days Used Days Remaining	TOTAL AMOUN	T DUE FOR PAYMENT:	\$	451,604.25				
Contractor:	Carter Construction, LLC		Engineer:	Gaug	ge Engineering				
SIGNED:	lu	I tak	SIGNED:	I <u></u>	A. A.	1			
		wler, Project Manager			(/ /	Taylor Risien,	P.E.		
DATE:	J	une 3, 2024	DATE:		V	6/3/2024			

		SC	HED	ULE OF	VALUES									
PROJECT: M Street Improvement Project						TIMATE NO.:	3	ESTIMATE PERIOD: 4/26/24 - 5/31/24						
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		
	SITE PREPARATION AND EARTHWORK ITEMS:													
0.00	Mobilization	1.00		\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00					
	Project Sign	1.00		\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00			-		
3	Clearing and Grubbing	2.23		\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	1	\$62,440.00	1		
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00		\$25.00	\$325.00		\$0.00		\$0.00					
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	<u> </u>	\$15.00	\$7,590.00		\$0.00		\$0.00					
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00		\$2.50 \$9.00	\$677.50		\$0.00 \$0.00		\$0.00 \$0.00					
10	Roadway Excavation with 3" Stripping	3,070.00		\$600.00	\$27,630.00 \$600.00		\$0.00		\$0.00					
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	16.00		\$600.00			\$0.00		\$0.00					
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00		\$15.00	\$240.00		\$0.00		\$0.00	0.00	\$0.00	0.00%		
	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:		$\left  \right $											
21	Traffic Control and Regulation	8.00	мо	\$500.00	\$4,000.00	1.00	\$500.00	1.50	\$750.00	2.50	\$1,250.00	31.25%		
											+ .,=====			
	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%		
27	DRAINAGE ITEMS:	1,461.00		\$3.50	\$5,113.50	713.00	\$2,495,50	893.00	\$3,125,50	1606.00	\$5.621.00	109.92%		
	Trench Safety System 5-10' Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	1,461.00		\$120.00	\$5,113.50	/13.00	\$2,495.50 \$0.00	093.00	\$3,125.50					

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29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00		\$125.00	\$875.00	7.00	\$875.00		\$0.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00		\$135.00	\$8,100.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00		\$135.00	\$55,620.00	374.00	\$50,490.00		\$0.00	374.00	\$50,490.00	90.78%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00		\$170.00	\$5,100.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00		\$3,700.00	\$7,400.00		\$0.00		\$0.00	- 0.00	\$0.00	0.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00	2.00	\$7,200.00		\$0.00	2.00	\$7,200.00	66.67%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00	2.00	\$4,000.00		\$0.00	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		\$0.00	1.00	\$6,100.00	50.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00	1.00	\$6,000.00		\$0.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00	2.00	\$12,000.00		\$0.00	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	2.00	\$10,800.00		\$0.00	2.00	\$10,800.00	40.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00	1.00	\$4,200.00		\$0.00	1.00	\$4,200.00	33.33%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00	2.00	\$12,800.00		\$0.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00	14.00	\$12,390.00	717.00	\$634,545.00	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	374.00	\$244,970.00	176.00	\$115,280.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00	2.00	\$4,000.00		\$0.00	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	807.00	\$1,614.00		\$0.00	807.00	\$1,614.00	64.98%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00	2.00	\$13,600.00		\$0.00	2.00	\$13,600.00	40.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	774.00	\$94,428.00		\$0.00	774.00	\$94,428.00	65.04%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:			1								
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	0.60	\$120.00		\$0.00	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	мо	\$2,000.00	\$16,000.00	2.50	\$5,000.00	\$0.00	2.50	\$5,000.00	31.25%
	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	0.082	\$8,200.00	\$0.00	0.08	\$8,200.00	8.20%
_											
	TOTALS				\$2,491,925.00		\$501,782.50	\$930,894.30		\$1,432,676.80	57.49%

#### SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

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Paul Fowler, Project Manager 6-3-2024

DATE:

SIGNED:

ENGINEER: Gauge Engineering

SIGNED: Taylor Risien, P.E. 6/3/2024 DATE:

	Additi	ional	Work	Item	s S	ummary	(Field C	Cha	anges)						
_	M Street Improvement Project					ES	TIMATE NO.:		3			ESTIMA	TE PERIOD:	4/26/24 - 5/31/24	
BID ITEM	DESCRIPTION	BID QTY.	UNIT	UNIT PRIC	:	TOTAL	QUANTITY THIS PERIOD		AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	PR	Mount Revious Eriods	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT
	Cash Allowance Items - See bid item 72									2					
	Waterline Offset														
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		\$			\$	3 <b>2</b> 0	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50	.00	\$ 1,000.00	20.00	\$	1,000.00		\$	347	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500	.00	\$ 1,500.00		\$	1.1		\$		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%
					_										
	TOTALS					\$10,500.00			\$8,200.00			\$0.00		\$8,200.0	0 78.10%

Gauge Engineering

11750 Katy Freeway, Suite 400 Houston, TX 77079

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

Invoice number	3261
Date	06/05/2024

Project 1336 LAPORTE - FEASIBILITY STUDY

Professional Services Provided Through May 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Infrastructure Projects						
Basic Services	15,040.00	0.00	0.00	0.00	15,040.00	0.00
Roadway Analysis/Design	51,260.00	27.50	0.00	14,096.50	37,163.50	14,096.50
Drainage Analysis	31,700.00	4.50	0.00	1,426.50	30,273.50	1,426.50
Subtotal	98,000.00	15.84	0.00	15,523.00	82,477.00	15,523.00
Pedestrian/Bicyclist Improvements						
Basic Services	5,960.00	0.00	0.00	0.00	5,960.00	0.00
Trail/Sidewalk Analysis/Design	20,040.00	1.10	0.00	220.00	19,820.00	220.00
Subtotal	26,000.00	0.85	0.00	220.00	25,780.00	220.00
Project Mgmt/Coordination/Cost/QA/QC	35,300.00	7.00	1,147.25	2,471.00	32,829.00	1,323.75
Expenses	490.00	0.00	0.00	0.00	490.00	0.00
Total	159,790.00	11.40	1,147.25	18,214.00	141,576.00	17,066.75

						Invoice total	17,066.75
Aging Summary Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3261	06/05/2024	17,066.75	17,066.75				
	Total	17,066.75	17,066.75	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

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Gauge Engineering

11750 Katy Freeway, Suite 400 Houston, TX 77079

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

Invoice number	3260
Date	06/05/2024

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

#### Professional Services Provided Through May 31, 2024

	Contract	Percent	Prior	Total		
Description	Amount	Complete	Billed	Billed	Remaining	Current Billed
Construction Phase Services						
Construction Phase Services (9 months)	49,140.00	32.00	11,425.05	15,724.80	33,415.20	4,299.75
Printing and Reproduction/Mileage/Deliveries	1,835.50	13.14	241.17	241.17	1,594.33	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	43.37	23,666.22	27,965.97	36,509.53	4,299.75
Construction Materials Testing						
Construction Materials Testing & Inspection - Terracon	109,664.50	3.30	3,614.38	3,614.38	106,050.12	0.00
Subtotal	109,664.50	3.30	3,614.38	3,614.38	106,050.12	0.00
<b>Construction Management &amp; Inspection</b>	ı					
Construction Management	35,360.00	19.00	3,889.60	6,718.40	28,641.60	2,828.80
Construction Inspection	181,125.00	34.25	34,866.56	62,035.31	119,089.69	27,168.75
Expenses	8,100.00	8.05	394.63	651.91	7,448.09	257.28
Subtotal	224,585.00	30.90	39,150.79	69,405.62	155,179.38	30,254.83
Total	398,725.00	25.33	66,431.39	100,985.97	297,739.03	34,554.58

Invoice total 34,554.58

Aging Summary							
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3260	06/05/2024	34,554.58	34,554.58				
	Total	34,554.58	34,554.58	0.00	0.00	0.00	0.00

Karam M. Qaddo Production Project Engineer Ahmed A. Alobaidi

Production

Please note new mailing address

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



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## INVOICE

BILL TO La Porte Redevelopment Authority/TIRZ #1	INVOICE DATE	2026 06/01/2024
604 W. Fairmont Pkwy.		
LaPorte, TX 77571		
United States		
DESCRIPTION		AMOUNT
Professional Consulting and Administration Fee: May 2022		2,000.00
In-House Postage, Photocopies, Binding, Etc.: May 2024		114.00
Reimbursable Mileage, Parking, Tolls and Related Expenses, L. Clayton: April 2024	4	52.26
Reimbursable Mileage, Parking, Tolls and Related Expenses, L. Clayton: May 2024	4	52.26
BALANCE DU	E	\$2,218.52

i K

## Paid with Check #1013

## LA PORTE RDA/TIRZ #1 In-house Postage, Photocopies, Binding, etc.

Postage			254-39577777777
Date		A	mount
( <b>1</b>			
	2.	\$	-
		5	
Photocopies @ \$0.15			
Date Pages		A	mount
5/3/2024	660	\$	99.00
	-		
Total		\$	99.00
		-	
Color Photocopies @	Ş0.5		
Total		\$ \$	; <del></del> ;
lotal		Ş	3 <del></del> 2
Binding cots @ \$1.00			
Binding sets @ \$1.00		Δ.	mount
Date Sets		_	mount
Date         Sets           5/3/2024	15	_	15.00
Date Sets		_	
Date         Sets           5/3/2024		_	15.00
Date Sets 5/3/2024 Total		_	15.00
Date     Sets       5/3/2024       Total       Total, all Items		\$ \$	15.00
Date Sets 5/3/2024 Total I Total, all Items Postage		\$ \$ \$	15.00 <b>15.00</b>
DateSets5/3/2024TotalTotal, all ItemsPostagePhotocopies		\$ \$ \$	15.00
DateSets5/3/2024TotalITotal, all ItemsPostagePhotocopiesColor Photocopies		\$ \$ \$ \$	15.00 15.00 99.00
DateSets5/3/2024TotalTotal, all ItemsPostagePhotocopies		\$ \$ \$	15.00 <b>15.00</b>

	Name	Period Ending		Service Area		
	Linda Clayton	April 30, 2024		La Porte		
		Business Mileage			xpenses(2)	Bill to Dist.
Date	Destination	Purpose	Miles Driver	n Item	Amount -	(Y/N)
10-Apr	604 W. Fairmont Pkwy, La Porte, TX	CIP Committee Meeting -	78			У
				· · · · · · · · · · · · · · · · · · ·		
			1	78	\$ -	
		I certify that the above expenses were incurred and paid by me:				
		1 2 22 1	1 00 000 1	Business Miles (1) @		
		Sinda Clarfor	4.30.2024	0.67		\$ 52.26
		Signature		Other Expenses (2)		
* Attach evide	nce of purchase	Signature	Date		led to District (Y	
				Expenses no	ot billed to Distric	- \$
				Amount Billed to D		\$ 52.26
		Approval	Date	Total Reimbursemer	it	\$ 52.26

	Name	Period Ending		Service Area		
	Linda Clayton	May 31, 2024		La Porte		
Contract of Contra		Business Mileage			xpenses(2)	Bill to Dist.
Date	Destination	Purpose	Miles Drive	n Item	Amount	(Y/N)
9-May —	604 W. Fairmont Pkwy, La Porte, TX	Board Meeting -	78			y
	r					
				*		
						-
			-		-	
			-			
						1
			1	78	\$ -	
		I certify that the above expenses were incurred and paid by me:				
				Business Miles (1) @		
		Sind Clarpon	5.31.2024	0.67		\$ 52.26
		Augus Clayon		Other Expenses (2)		<b>V</b> 02.20
* Attach eviden	ce of purchase	Signature	Date		led to District (	Y\$-
-					t billed to Distr	
					0	
				Amount Billed to Di	strict	\$ 52.26
		Approval	Date	Total Reimbursemen		\$ 52.26
		datur (Staat)				0

# 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: CLIENT ID: MATTER NUMBER: INVOICE NUMBER: MAY 03, 2024 166495 166495-00601 02752 2192263

\$4,252.60

\$4,015.00

\$237.60

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

FOR LEGAL SERVICES RENDERED THROUGH 4/30/24 FOR DISBURSEMENTS ADVANCED THROUGH 4/30/24 CURRENT INVOICE TOTAL

ACH/WIRE	Mail	
Citizens Bank	Blank Rome LLP	
Philadelphia, PA	Attn: Finance Department	
Blank Rome LLP	One Logan Square	
6238669326	130 North 18th St	
036076150 (Domestic)	Philadelphia, PA 19103-6998	
CTZIUS33 (International)	1. 10	
	Citizens Bank Philadelphia, PA Blank Rome LLP 6238669326 036076150 (Domestic)	Citizens BankBlank Rome LLPPhiladelphia, PAAttn: Finance DepartmentBlank Rome LLPOne Logan Square6238669326130 North 18 <sup>th</sup> St036076150 (Domestic)Philadelphia, PA 19103-6998

PENNSYLVANIA NEW YORK NEW JERSEY DELAWARE WASHINGTON, DC FLORIDA CALIFORNIA OHIO TEXAS ILLINOIS SHANGHAI

## Paid with Check #1014

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

### Agenda Memorandum

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

### AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

- 8. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney regarding pending or contemplated litigation.
- 9. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.