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, Secretary | 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 Directors Beasley, Porter, Remmel 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

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. 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



G and H Street Study /



WEST CONNECTOR

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





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







BIG ISLAND SLOUGH

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





A 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)



A BIG ISLAND SLOUGH

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





BIG ISLAND SLOUGH

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





A BIG ISLAND SLOUGH

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





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





BOYETTE STREET TYPICAL SECTION



- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES





- 2 TRAVEL LANES
- PROPOSED CONCRETE PAVEMENT
- 2 SIDEWALKS
- UNDERGROUND STORM SEWER

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



LA PORTE REDEVELOPMENT FEASIBILITY STUDY



ALTERNATIVE 1



ALTERNATIVE 2



ALTERNATIVE 3

G. STREET AND H. STREET TYPICAL SECTIONS



- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES





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

A 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





A 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.





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













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 HCFCD 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)



- 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





INSTALL AERATION SYSTEM TO IMPROVE CIRCULATION AND REDUCE ALGAE.

REMOVE NON-FUNCTIONAL SEDIMENT FOREBAYS (CHOKE POINTS).



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.

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



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



LAKES AT FAIRMONT GREEN DETENTION BASIN



- 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

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.

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.
- <u>SW3P:</u>
 - 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.
- <u>Drainage:</u>
 - Install 48" outfall.
- Water and Sanitary Sewer:
 - No work planned.
- <u>SW3P:</u>
 - Maintain SW3P.



<u>FUNDING</u>

• La Porte Redevelopment Authority (TIRZ #1)



PROGRESS REPORT— JULY 2024 M STREET IMPROVEMENT PROJECT

240 Days

March 18, 2024

uqe

Project No. 75-19

CONSTRUCTION TIME

Original Contract Time: Notice to Proceed Date:



La Porte Redevelopment Authority (TIRZ #1)

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 | | |

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

CONTACT INFORMATION

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

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,

Muhammad Ali, P.Ě. Principal

Enclosures: Carter Construction Pay Est. No. 04

La Porte Redevelopment Authority

Date

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



| Project Name Contractor Name Address | M Street Improveme Carter Construction 7615 FM 3180, Bay | , LLC | | Pro | nj No. 75-19 | |
|--|--|--------------------------------------|-------------------------------|--|--|--|
| Contract Date Start Date Current Contract Completion D | : 3/ | /25/2024 /18/2024 1/13/2024 | | Origi Appr Total | RACT TIME IN CALENDAR nal Contract Time oved Extensions I Contract Time | : 240 : 0 : 240 |
| Percentage By Time Date Insurance Exp. : | : 43.33% 1/24/2025 I | In Place: 66 Drug Policy Due Date | 52% : N/A | Days | Used to Date Remaining to Date dule Update Received | : 104 : 136 : |
| CONTRACT AMOUNT TO DATE 1- Original Contract Amount 2- Approved Change Orders | | | | | | \$2,491,925.00 |
| 2- Approved Change Orders | No. | Date | Ext.Days | Amount | - | |
| | | | | | - | |
| | Total App | proved Extentions | 0 | Total | Change Orders to Date | \$0.00 |
| 3- Approved Work Change | Directives No. | Date | Ext.Days | Amount |] | |
| | | | | | | |
| | | | | | - | |
| | | | | | | |
| | | Total Pend | ing Work Change Directives to | Date \$0.00 TOTAL CONTRACT AMO | UNT (excludes WCDs) | \$2,491,925.00 |
| A. EARNINGS TO DATE 1- Work Completed to Date 2- Material Stored on Site 3- Material Stored in Place | | 66.52% Co \$0.0 \$0.0 | 0 | th Billing \$225,060.00 \$1,657,736.80 | | |
| 4- Balance-Materials Accep5- Work Change Directives | | \$0.0 | 0 @ 85% | \$0.00 \$0.00 | – TOTAL EARNINGS TO DAT | E \$1,657,736.80 |
| B. DEDUCTIONS 1- Retainage 2- Retainage Release | | 61,657,736.80 61,657,736.80 | <u>\$165,773.68</u> \$0.00 | | | |
| Total Retainage Liquidated Damages Assessments Inspector Overtime Costs | 0.0 | | <u> </u> | \$165,773.68 \$0.00 \$0.00 \$0.00 | - | |
| C. AMOUNT DUE THIS PERIO 1- Total Earnings to Date 2- Total Deductions | DD | | | \$1,657,736.80 \$165,773.68 | TOTAL DEDUCTION | |
| 3- Total Payments Due 4- Less Previous Payments 5- Restoration Adjustment | | | | | - | \$1,491,963.12 \$1,289,409.12 \$0.00 |
| | | | Ľ | TOTAL AMOUNT DUE (| CONTRACTOR THIS DATE BALANCE REMAINING | \$202,554.00 \$834,188.20 |
| David 10 | 1 | 1- 7/0/0004 | | A | A | 7/0/0004 |
| Prepared By Taylor Risie | n, P.E. | Date | _ Review | Muhammad Ali, P.E | | 7/2/2024 Date |
| Approved By: | v | 8 -8-2024 | _ | | | |
ESTIMATE No. Four

| | | | Job No <u>2323</u> Date: <u>7/2/2024</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: | 6/1/2024 | Through | 6/30/2024 | | | | |
| Contractor: | Carter Construction, LLC | Total Done To Date: | \$1,657,736.80 | | | | |
| Amount Retained: | \$165,773.68 | Previous Payment: | \$1,289,409.12 | | | | |
| Total Deduction: | \$1,455,182.80 | Total Due for Payment: | \$202,554.00 | | | | |

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.

| _ f | By hand tank |
|-----|------------------------------|
| | Paul Fowler, Project Manager |
| | |
| | |
| | |

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 GEAL OF OFFICE, this 2nd day of Notary Public in (Notary Seal) July 2024 Notary Public in and for the State of Texas My Commission Expires: ·····

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 | \$1,657,736.80 | | | | | |
| 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: | hand tach |
|--------|-----------------|
| Name: | Paul Fowler |
| Title: | Project Manager |

STATE OF TEXAS §
COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN ТО BEFORE ME, the undersigned authority, of Carter Construction, LLC Paul Fowler Project Manager , known to by 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 Rublic in and for the State of Texas The second secon Printed or Stamped Name of Notary ALL DATE DATE OF THE OWNER OF THE 0-19-26 My Commission Expires

(Notary Seal)



APPLICATION FOR PAYMENT

| Owner: | City of La Porte / La Porte Re | edevelopment Authority | | | Date: | July 2, | 2024 | | |
|--|--------------------------------|-------------------------------------|----------|--------|------------------|-------------------|-----------------|----|--------------|
| | 604 W Fairmont Parkway | | | | | | | | |
| | La Porte, TX 77571 | | | | Estimate No.: | 4 | | | |
| Attn: | Gauge Engineering, Taylor R | isien, P.E. | | | Estimate Period: | begin 06/01/24 | end 06/30/24 | _ | |
| Contractor: | Carter Construction, LLC | | | | | | | | |
| | 7615 FM 3180 | | | | | | | | |
| | Baytown, TX 77523 | | | Carter | Constr. Job No.: | 232 | 3 | | |
| CONTRACT FOR: | M Street Improvement F | Project | | | | | PAYN | | 3 |
| | | | | | | 1 | Mar | \$ | 73,539.00 |
| | | Original Contract A | mount: | \$ | 2,491,925.00 | 2 | Apr | \$ | 764,265.87 |
| Work Completed | Time Used | Change | Orders: | \$ | - | 3 | May | \$ | 451,604.25 |
| | | Current Contract A | mount: | \$ | 2,491,925.00 | 4 | Jun | | |
| | | | | | | 5 | Jul | | |
| 33% | | TOTAL WORK COMPLETE: | 6.5% | \$ | 1,657,736.80 | | | | |
| | 104 | COMPLETED CHANGE ORDEF | R TOTAL: | \$ | - | | | | |
| | | BILLED INVE | ENTORY: | \$ | - | | | | |
| | 136 | TOTAL WORK COMPLETED INCL. CHANGE C | ORDERS: | \$ | 1,657,736.80 | | | | |
| 67% | | RETAINAG | E (10%): | \$ | (165,773.68) | | | | |
| | | SUBTOTAL LESS RET | AINAGE: | \$ | 1,491,963.12 | | | | |
| | | LESS PREVIOUS ESTI | MATES: | \$ | 1,289,409.12 | | + | \$ | 1,289,409.12 |
| Work Completed Work Balance Remaining | Days Used = Days Remaining | TOTAL AMOUNT DUE FOR PAY | MENT: | \$ | 202,554.00 | | | | |
| Contractor: | Carter Construction, LLC | E | ngineer: | Gau | ge Engineering | | | | |
| SIGNED: | | | SIGNED: | | A.1 | N | | | |
| | Paul For | rler, Project Manager | | | | Taylor Risier | | | |
| DATE: | J | uly 2, 2024 | DATE: | | V | 07/02/202 | 24 | | |
| | | | | | | | | | |

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 |
|-------------|--|------------------|------------------|--------------------|-----------------------|----------------------------|--------------------------|---------------------------------|-------------------------------|------------------------------|----------------------------|----------|
| | | | | | | | | | | | | |
| | 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: | | | | | | | | | | | <u> </u> |
| 10 | Lime Stabilized Subgrade Manipulation, 6" Thick | 6.000.00 | lev | \$5.00 | \$30.000.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0.00% |
| 11 | Line Stabilized Subgrade Manipulation, 6 Thick | 125.00 | | \$305.00 | \$38,125.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 12 | Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick | 87.00 | | \$83.00 | \$7,221.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 13 | Reinforced Concrete Pavement (Road). 6" Thick | 5,144.00 | | \$62.00 | \$318,928.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 14 | Bank Run Sand. 2" Thick | 32.00 | 1 1 | \$25.00 | \$800.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 15 | Reinforced Concrete Retaining Wall | 61.00 | 1 1 | \$710.00 | \$43,310.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 16 | Cement Stabilized Sand, Complete in Place 6" Thick | 87.00 | | \$32.00 | \$2.784.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 17 | Reinforced Concrete Curbs, 6" | 3.200.00 | | \$4.50 | \$14.400.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 18 | Reinforced Concrete Curbs, 6" (Dowled) | 75.00 | | \$9.00 | \$675.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 19 | Reinforced Concrete Sidewalk, 4" Thick | 1.694.00 | | \$9.00 | \$120,274.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 20 | Concrete ADA Ramp Type 7 | 6.00 | 1 | \$1,600.00 | \$9,600.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 20 | | 0.00 | | \$1,600.00 | \$9,000.00 | | \$U.UU | | | 0.00 | φ 0.00 | 0.00% |
| | TRAFFIC CONTROL ITEMS: | | | | | | | | | | | <u> </u> |
| 24 | | 0.00 | мо | \$500.00 | ¢4.000.00 | 1.00 | \$500.00 | 2.50 | ¢1 250 00 | 3.50 | \$1,750.00 | 43.75% |
| 21 | Traffic Control and Regulation | 0.00 | | 00.00 6 | \$4,000.00 | 1.00 | \$300.00 | 2.50 | \$1,250.00 | 3.50 | φ1,750.00 | 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: | | $\left \right $ | | | | | | | | | <u> </u> |
| 07 | | 1 464 00 | | #2 50 | #E 440 E0 | 160.00 | \$507 00 | 1000.00 | #E 604 00 | 1769.00 | #c 190 00 | 101.040 |
| | Trench Safety System 5-10' | 1,461.00 | | \$3.50 | \$5,113.50 | 162.00 | \$567.00 | 1606.00 | \$5,621.00 | 1768.00 | | 121.01% |
| 28 | Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor) | 8.00 | 16 | \$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 | 99.5 ⁻ |
| 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 | 50.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 50.0 |
| 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 | 50.0 |
| 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 | 50.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 46 | Brick Plug | 2.00 | EA | \$2,000.00 | \$4,000.00 | | \$0.00 | 2.00 | \$4,000.00 | 2.00 | \$4,000.00 | 100.0 |
| | | | | | | | | | | | | |
| | 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 | 97.7 |
| 48 | 12-inch by 6-inch Tapping Sleeve and Valve with Box | 1.00 | | \$6,500.00 | \$6,500.00 | 1.00 | \$6,500.00 | | \$0.00 | 1.00 | \$6,500.00 | |
| 49 | Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box | 5.00 | | \$6,800.00 | \$34,000.00 | 3.00 | \$20,400.00 | 2.00 | \$13,600.00 | 5.00 | \$34,000.00 | |
| 50 | 6-inch Diameter Fire Hydrant Branch by Open-Cut | 34.00 | | \$24.00 | \$816.00 | 35.00 | \$840.00 | 2.00 | \$0.00 | 35.00 | \$840.00 | |
| 51 | 12-inch Diameter C-900 Water Line by Open-Cut | 1,190.00 | | \$122.00 | \$145,180.00 | 389.00 | \$47,458.00 | 774.00 | \$94,428.00 | 1163.00 | \$141,886.00 | |
| 52 | 12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut | 18.00 | | \$100.00 | \$1,800.00 | 18.00 | \$1,800.00 | | \$0.00 | 18.00 | \$1,800.00 | |
| 53 | 12-inch Diameter Wet Connection | 2.00 | | \$2,600.00 | \$5,200.00 | 2.00 | \$5,200.00 | | \$0.00 | 2.00 | \$5,200.00 | |
| <u>54</u> | Cut, Plug, and Abandon Existing 12-inch Diameter Water Line | 2.00 | | \$600.00 | \$1,200.00 | 2.00 | \$1,200.00 | | \$0.00 | 2.00 | \$1,200.00 | |
| 55 | Adjust Existing Valve Box to New Grade | 4.00 | | \$150.00 | \$600.00 | 2.00 | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0.0 |
| 56 | 12-inch Diameter SDR26 Sanitary Sewer by Open-Cut | 396.00 | | \$96.00 | \$38,016.00 | 403.00 | \$38,688.00 | | \$0.00 | 403.00 | \$38.688.00 | 1 |
| <u>50</u> 57 | 12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut | 46.00 | | \$68.00 | \$3,128.00 | 46.00 | \$3,128.00 | | \$0.00 | 46.00 | \$3,128.00 | |
| 58 | 12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut | 40.00 | | \$100.00 | \$1,800.00 | 18.00 | \$1,800.00 | | \$0.00 | 18.00 | \$3,128.00 | |
| | | 2.00 | | \$600.00 | | 1.00 | | | \$0.00 | 1.00 | | |
| <u>59</u> | Adjust Existing Manhole Frame and Cover to New Grade | 2.00 | | | \$1,200.00 | | \$600.00 | | | | \$600.00 | |
| 60 | 4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring) | 3.00 | | \$9,500.00 | \$28,500.00 | 3.00 | \$28,500.00 | | \$0.00 | 3.00 | \$28,500.00 | 100.0 |
| | STORMWATER POLLUTION PREVENTION PLAN ITEMS: | | | | | | | | | | | |
| 61 | | 4,500.00 | ev | \$5.00 | \$22,500.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0.0 |
| 01 | Sodding | 4,500.00 | 131 | \$5.00 | \$22,500.00 | | | | \$0.00 | 0.00 | \$0.00 | 0.0 |
| 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 | 100.0 |
| | Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost | | | | | | | | | | | |
| <u>63</u> | for removal) | 99.00 | | \$7.00 | \$693.00 | | \$0.00 | 40.00 | \$280.00 | 40.00 | \$280.00 | 40.4 |
| 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 | 60.0 |
| 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 | 60.0 |
| | Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal) | 2.00 | | \$1,500.00 | \$3,000.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0.0 |

| | 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 E | 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 M | мо | \$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 0 | 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 L | _F | \$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 H | 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 L | S | \$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

a

Paul Fowler, Project Manager

DATE:

SIGNED:

7-2-2024

ENGINEER: Gauge Engineering

SIGNED: Taylor Rislen, P.E. 07/02/2024 DATE:

| | Addit | ional N | Nork | te | ms S | Sur | mmary | (Field C | Ch | anges) | | | | | | | |
|-------------|---|-------------|------|-------|--------------|-----|-------------|----------------------------|----|--------------------------|---------------------------------|----|-------------------------------|------------------------------|----------|-----------------------|---------------------|
| | M Street Improvement Project ESTIMATE PC: 4 ESTIMATE PERIOD: 6/1/24 - 6/30/24 | | | | | | | | | | | | | | | | |
| BID ITEM | DESCRIPTION | BID QTY. | UNIT | - | JNIT RICE | | TOTAL | QUANTITY THIS PERIOD | | AMOUNT THIS PERIOD | QUANTITY PREVIOUS PERIODS | | AMOUNT PREVIOUS PERIODS | TOTAL QUANTITY TO DATE | A | OTAL MOUNT DATE | PERCENT COMPLETE |
| | Cash Allowance Items - See bid item 72 | | | | | | | | | | | | | | | | |
| - | Waterline Offset (RFI 2323-02) | | | | | | | | | | | | | | | | |
| | 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 | | <u> </u> | 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. <u>Payment No. 05</u>

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,

Muhammad Ali, P.Ě. Principal

Enclosures: Carter Construction Pay Est. No. 05

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



| | Street Improvement Project | | |
|---|---|----------------------------------|---|
| | rter Construction, LLC 15 FM 3180, Baytown, TX 77523 | | Proj No. 75-19 |
| | · · · · , · · , · · · · · | | CONTRACT TIME IN CALENDAR 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 |
| Percentage By Time | 54.17% In Place : | 66.89% | Days Used to Date : 130 Days Remaining to Date : 110 |
| • • | 4/2025 Drug Policy Due D | | Schedule Update Received |
| CONTRACT AMOUNT TO DATE : | | | |
| 1- Original Contract Amount | | | \$2,491,925.00 |
| 2- Approved Change Orders | | Fut Dava | American |
| | No. Date | Ext.Days | Amount |
| | | | |
| | | | |
| | | | |
| | Total Approved Extentions | 0 | Total Change Orders to Date \$0.00 |
| 2 Approved Work Change Directi | | v | |
| 3- Approved Work Change Directiv | No. Date | Ext.Days | Amount |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Total Pe | ending Work Change Directives to | D Date \$0.00 |
| | | 0 0 | TOTAL CONTRACT AMOUNT (excludes WCDs) \$2,491,925.00 |
| A. EARNINGS TO DATE | 00.001/ | Current Mo | |
| 1- Work Completed to Date 2- Material Stored on Site | | Complete 0.00 | \$1,666,784.80 |
| 3- Material Stored in Place | | 0.00 | |
| 4- Balance-Materials Accepted No | | 0.00 @ 85% | \$0.00 |
| 5- Work Change Directives - In Pla | ace | | \$0.00 |
| B. DEDUCTIONS | | | TOTAL EARNINGS TO DATE \$1,666,784.80 |
| 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 Damages5- Assessments | 0.00 Days @ | | \$0.00 \$0.00 |
| 6- Inspector Overtime Costs | | | \$0.00 |
| | | | TOTAL DEDUCTIONS \$166,678.48 |
| C. AMOUNT DUE THIS PERIOD 1- Total Earnings to Date | | | ¢4 000 704 00 |
| 2- Total Deductions | | | \$1,666,784.80 \$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 |
| | | L | BALANCE REMAINING \$825,140.20 |
| | | | |
| | 11 | | |
| | 1 M | | TOA |
| Prepared By | 1. fri 7/30/20 | 24 Review | wed By 7/30/2024 |
| Taylor Risien, P.E | Date | | Muhammad Ali, P.E. Date |
| | V | | |
| Approved By: | 8/8/202 | 24 | |

La Porte Redevelopment Authority

Date

ESTIMATE No. Five

| | | | Job No. 2323 Date: 7/30/2024 |
|-------------------|------------------------------|------------------------|----------------------------------|
| | | | 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: | 7/1/2024 | Through | 7/26/2024 |
| Contractor: | Carter Construction, LLC | Total Done To Date | \$1,666,784.80 |
| Amount Retained: | \$166,678.48 | Previous Payment: | \$1,491,963.12 |
| Total Deduction | \$1,658,641.60 | Total Due for Payment: | \$8,143.20 |

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 | | Ву | hand task |
|---------------------------|---|----|------------------------------|
| | | | 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 GIVEN UNDER MY HAN

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 <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 | \$1,666,784.80 |
| 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: | Carl tach |
|--------|-----------------|
| Name: | Paul Fowler |
| Title: | Project Manager |

STATE OF TEXAS

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME. the undersigned authority. of Carter Construction, LLC Paul Fowler Project Manager , known to by 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 ______ day of ______ July, 2024 _____

§



(Notary Seal)

Notary Public in and for the State of Texas

Printed or Stamped Name of Notary

My Commission Expires 08.05,26



APPLICATION FOR PAYMENT

| | City of La Porte / La Porte Re 604 W Fairmont Parkway La Porte, TX 77571 Gauge Engineering, Taylor R | | | | Date: _ Estimate No.:[Estimate Period: _ | July 30, 20 5 begin 07/01/24 07 | end |] | |
|---|---|--|--|----------------------------------|--|--|--|----------------|---|
| Contractor: | Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523 | | | Carter | · Constr. Job No.: | 2323 | |] | |
| CONTRACT FOR: | M Street Improvement P | roject | | | | | PAYM | | |
| Work Completed | Time Used | C TOTAL WORK COMPLETE TOTAL WORK COMPLETE | riginal Contract Amount: Change Orders: urrent Contract Amount: COMPLETE: 66.9% D CHANGE ORDER TOTAL: BILLED INVENTORY: D INCL. CHANGE ORDERS: RETAINAGE (10%): BTOTAL LESS RETAINAGE: | \$ \$ \$ \$ \$ \$ | 2,491,925.00 - 2,491,925.00 1,666,784.80 - 1,666,784.80 (166,678.48) 1,500,106.32 | 4 5 | Mar Apr May Jun Jul Aug Sep Oct | \$ \$ \$ | 73,539.00 764,265.87 451,604.25 202,554.00 |
| | | LESS | PREVIOUS ESTIMATES: | \$ | 1,491,963.12 | | - | \$ | 1,491,963.12 |
| Work CompletedWork Balance Remaining | Days Used Days Remaining | TOTAL AMOUN | DUE FOR PAYMENT: | \$ | 8,143.20 | | | | |
| Contractor: | Carter Construction, LLC | | Engineer | : Gau | ge Engineering | | | | |
| SIGNED: | | I tuh | SIGNED | : | | A. fri | ¥ : | | |
| DATE: | | vler, Project Manager Ily 30, 2024 | DATE | : | | Taylor Risien, F 7/30/2024 | '.Е. | | - |
| - | | | | | | | | | |

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 |
|-------------|--|------------------|------|---------------|--------------|----------------------------|--------------------------|---------------------------------|-------------------------------|------------------------------|----------------------------|----------|
| | | | | | | | | | | | | |
| | 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 | | \$305.00 | \$38,125.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 12 | Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick | 87.00 | 1 1 | \$83.00 | \$7,221.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 13 | Reinforced Concrete Pavement (Road), 6" Thick | 5,144.00 | 1 1 | \$62.00 | \$318,928.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 14 | Bank Run Sand, 2" Thick | 32.00 | 1 1 | \$25.00 | \$800.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| | Reinforced Concrete Retaining Wall | 61.00 | 1 | \$710.00 | \$43,310.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 16 | Cement Stabilized Sand, Complete in Place 6" Thick | 87.00 | | \$32.00 | \$2,784.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 17 | Reinforced Concrete Curbs, 6" | 3,200.00 | | \$4.50 | \$14,400.00 | | \$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 | |
| 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 | 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 | FA | \$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 | 1 | \$1.00 | \$2,942.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| | Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied | 221.00 | | \$3.00 | \$663.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| 25 | Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied | 50.00 | 1 1 | \$7.00 | \$350.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | |
| | 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 | |
| | | | | | | | | | | | | |
| | DRAINAGE ITEMS: | | | | | | | | | | | |
| 27 | Trench Safety System 5-10' | 1,461.00 | | \$3.50 | \$5,113.50 | | \$0.00 | 1768.00 | \$6,188.00 | 1768.00 | \$6,188.00 | |
| 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 | 100.0 |
|----|---|----------|----|------------|--------------|-------|------------|---------|--------------|---------|--------------|-------|
| 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 | 91.6 |
| 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 | 99.5 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 50.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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 | 100.0 |
| 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. |
| 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 | 50.0 |
| 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. |
| 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. |
| 13 | 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. |
| 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. |
| 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. |
| 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. |
| | | | | | | | | | | | | |
| | WATER AND SANITARY SEWER ITEMS: | | | | | | | | | | | |
| 17 | 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. |
| 8 | 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. |
| 9 | 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. |
| 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. |
| 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. |
| 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. |
| 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. |
| 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. |
| 55 | Adjust Existing Valve Box to New Grade | 4.00 | EA | \$150.00 | \$600.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0. |
| 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. |
| 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. |
| 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 | |
| 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 | |
| 30 | 4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring) | 3.00 | | \$9,500.00 | \$28,500.00 | | \$0.00 | 3.00 | \$28,500.00 | 3.00 | \$28,500.00 | |
| | | | | | | | | | | | | |
| | STORMWATER POLLUTION PREVENTION PLAN ITEMS: | | | | | | | | | | | |
| 31 | Sodding | 4,500.00 | SY | \$5.00 | \$22,500.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0. |
| 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. |
| 33 | Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal) | 99.00 | | \$7.00 | \$693.00 | | \$0.00 | 40.00 | \$280.00 | 40.00 | \$280.00 | |
| | 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. |
| 85 | 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. |
| | Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit | | | | | | | | | | | |

| 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 | 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% |
| \vdash | | | | | _ | | | | | | | |
| | TOTALS | | | | \$2,491,925.00 | | \$9,048.00 | | \$1,657,736.80 | | \$1,666,784.80 | 66.89% |

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

ta

Paul Fowler, Project Manager

DATE:

SIGNED:

7-30-2024

ENGINEER: Gauge Engineering

SIGNED: Taylor Risien, P.E. 7/30/2024 DATE:

| | Addit | ional N | Nork | c Ite | ms S | Sur | mmary | (Field C | Cha | anges) | | | | | | |
|-------------|--|-------------|------|-------|--------------|----------|-------------|----------------------------|-----|--------------------------|---------------------------------|-------------------------------|------------------------------|------|----------------------------|---------------------|
| | M Street Improvement Project ESTIMATE NO.: 5 ESTIMATE PERIOD: 7/1/24 - 7/26/24 | | | | | | | | | | | | | | | |
| BID ITEM | DESCRIPTION | BID QTY. | UNIT | | JNIT RICE | | 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) | | | | | ┝ | | | | | | | | - | | |
| | 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 | | | | | <u> </u> | \$25,500.00 | | _ | \$600.00 | | \$8,200.00 | | | \$23,200.00 | 90.98% |

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

| | | Development | Ва | alance 9/30/23 | | | | County | | | | | | alance Due To |
|--|-----|---------------|----|----------------|-----|----|-------------|----------|----|------------|----------|--------------|----------|---------------|
| | | Agreement | | Audit | | Ci | ty Payments | Payments | IS | D Payments | То | tal Payments | | 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 | o\$ | 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

| | 2023-24 Approved Budget | 2023-24 Estimated | 2024-25 Proposed Budget |
|---|-----------------------------------|----------------------|-------------------------------|
| Revenues: | | | |
| Beginning Fund Balance Estimated TIRZ Revenues | \$20,070,198 | \$ 20,796,563 | \$ 24,712,195 |
| 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 |
| Bank Expenses | \$ 3,000 \$ 2,200 | \$ 2,200 | \$ 2,200 |
| Planning Services | \$ 15,000 | \$ 25,000 | \$ 30,000 |
| Total Expenses | \$ 80,700 | \$ 85,400 | \$ 130,700 |
| Transfers | * | A 405 504 | A (00.00) |
| 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 |
| | \$ 4,230,977 | \$ 3,556,693 | \$ 5,150,151 |
| 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

Jul 24 Budget Oct - Jul 24 YTD Budget Annual Budget 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** 796,976.69 8,407,846.00 700,656.00 7,872,055.80 7,006,535.00 Expenses **TIRZ M&O Expenses** 6010 · Administration & Project Mgmt 2,000.00 2.000.00 22.000.00 20.000.00 24.000.00 4,534.25 21,531.37 6015 · Legal 1,166.00 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 1,250.00 12,500.00 15,000.00 0.00 0.00 6,804.00 6,725.00 80,700.00 **Total TIRZ M&O Expenses** 57,855.39 67,250.00 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** 138,131.00 138,131.00 1,381,303.00 1,381,303.00 1,657,565.00 **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 7,122.80 6133 · Lakes at Fairmont Greens 5,192.00 0.00 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 0.00 11,773.23 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 0.00 594,289.00 594,289.00 758,778.49 14,980.30 314,980.00 0.00 320,786.17 314.980.00 6161 · 92 Fairmont Lakes, Inc. **Total TIRZ Developer Reimbursements** 1,195,292.70 0.00 1,501,098.57 1,230,978.00 1,230,978.00 **Total Capital Improvement Projects** 1,287,930.49 250,000.00 3,466,374.46 3,730,978.00 4,230,978.00 **Total Expenses** 1,432,865.49 394,856.00 4,905,532.85 5,179,531.00 5,969,243.00 Net Income -635,888.80 305,800.00 2,966,522.95 1,827,004.00 2,438,603.00

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

| | Туре | Date | Num | Name | Memo | Amount | Balance |
|-------|-------------------|------------|-------|-----------------------------|---------------------------------------|--------------|---------------|
| 1001 | · Amegy Bank Op | erating | | | | | 25,424,656.17 |
| | 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 Banl | Operating | | | | 52,692.00 | 25,477,348.17 |
| OTAL | | | | | | 52,692.00 | 25,477,348.17 |

TOTAL

La Porte Redevelopment Authority Contract Status Report As of July 2024

| Invoice <u>Date</u> | Invoice # | Amount Invoiced | Contract <u>Balance</u> |
|----------------------------------|----------------------|-------------------------|----------------------------|
| J. Morales Inc. | | molecu | Balance |
| 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 - | | | |
| Miscellaneous Tasks & Bid Phase | | | 45 450 00 |
| Original Contrac | | | 15,450.00 |
| 9/29/2022 | 2027 | (2,855.00) | 12,595.00 |
| | | (2,855.00) | 12,595.00 |
| Gauge Engineering, LLC | | (2,055.00) | 12,355.00 |
| M Street Improvement Project - | Task Order No. 2 | | |
| Design and Bid Phase Services | | | |
| Original Contrac | ct Amount | | 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 - | | • · · · · · | |
| Construction Phase, Materials Te | • • | t & Inspection Services | |
| Original Contrac | | | 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

| Invoice | | Amount | Contract | | | | |
|---------------------------------|---|----------------------|----------------|--|--|--|--|
| <u>Date</u> | Invoice # | Invoiced | <u>Balance</u> | | | | |
| Gauge Engineering, LLC | | | | | | | |
| | M Street Improvement Project - Task Order No. 4 | | | | | | |
| Feasibility Study | | | | | | | |
| Original Contra | | <i>.</i> | 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 <i>,</i> 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 Detenti | on Basin Evaluation | | | | | | |
| Original Contra | ct 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 | | (7,122.00) | 4,277.20 | | | | |
| M Street Improvement Project - | Construction Services | | | | | | |
| Original Contra | ct 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 | g 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 REDEVELOPMEN | TAUTHORITY | INVOICE DATE: | JULY 05, 2024 |
|----------------------------|------------------------------|-----------------|--------------------|
| ATTN: DAVID HAWES | | CLIENT ID: | 166495 |
| HAWES HILL & ASSOCIATE | SLLP | MATTER NUMBER: | 166495-00601 02752 |
| 9600 LONG POINT ROAD | | INVOICE NUMBER: | 2206398 |
| SUITE 200 | | | |
| HOUSTON, TX 77055 | | | |
| | | | |
| | | | |
| REGARDING: LA PORTE | E REDEVELOPMENT AUTHO | ORITY | |
| J. MORAL | ES, INC. | | |
| | | | |

FOR LEGAL SERVICES RENDERED THROUGH 6/30/24\$2,530.00FOR DISBURSEMENTS ADVANCED THROUGH 6/30/24\$2,004.25CURRENT 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 | | | | |

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

Paid with Check #1019



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,

Muhammad Ali, P.E. Principal

Enclosures: Carter Construction Pay Est. No. 05

Estimate No.5Cut off Date07/26/24Estimate Date07/30/24

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



| Address : 7615 FM 3180, Baytown, TX 77523 Proj No. 75-19 CONTRACT TIME IN CALENDAR 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 Percentage By Time : 54.17% In Place : 66.89% Days Remaining to Date : 110 Date Insurance Exp. : 1/24/2025 In Place : N/A Schedule Update Received : | Project Name : | M Street Improve | | | | | |
|---|-----------------------------|-------------------|---------------------|-------------------------------|----------------------|--------------------|--|
| Contract Otele 1025004 CONTRACT THE INCLARAR DAYS Start Date 1190004 Approved Contract Tene 200 Start Date 11912024 00000 1000 00000 Start Date 1192024 1000 1000 1000 Start Date 1192024 1000 1000 1000 Date Instance Exp. 1102025 Dugs Under Date 1000 Start Date 1100 1000 1000 1000 Oppendic Contract Annotat International Annotat International Annotat International Annotat 1 - Oppendic Contract Annotat International Annotat International Annotat International Annotat 2 Approved Work Change Drockes International Annotat International Annotat International Annotat 3 Approved Work Change Drockes International Annotat International Annotat International Annotat 1 Total Congrecorders In Base International Annotat International Annotat International Annotat 1 - Approved Work Change Drockes No. International Annotat International Annotat 1 - Approved Work Change Drockes No. International Annotat International Annotat 1 - Model Storder Infere Int | Contractor Name : | | | | Proi No | 75-19 | |
| Contract Date 1: 102024 Original Contract Time 1: 240 Current Contract Completion Date 1: 11/132024 Total Contract Time 1: 240 Percentage By Time 1: 54.7% In Place: 68.89% Days Benanting to Date 1: 10 Determine By Time 1: 54.7% In Place: 68.89% Days Remaining to Date 1: 10 Determine Contract Completion Date 1: 10.12024 Date: 1: 0.01 Date: 1: 0.01 Original Contract Amount 1: 0.01 Date: 0: 0.01 | Address . | 7013 FW 3100, B | aylown, TA 11525 | | | | AVE |
| Start Date :::::::::::::::::::::::::::::::::::: | Contract Date | | 1/25/2024 | | | | |
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| • Organ Contrat Arrount • S2,691,925.00 • Approved Charge Orders • S2,691,925.00 • Approved Charge Orders • No Date Arrount • S2,691,925.00 • Approved Charge Orders • No Date Arrount • S0.00 • Approved Work Charge Directives • No Date Arrount • S0.00 S0.00 • Approved Work Charge Directives • No Date Arrount S0.00 S0.00 S0.00 S0.00 S0.2491,925.00 S0.2491,925.00 A EarNings TO DATE Total EarNoUT (excludes WCDs) S2.491,925.00 S0.20 S0.20 Madical Shore Drotex S0.20 | | | | | Days Rem | aining to Date : | |
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| C. AMOUNT DUE THIS PERIOD 1- Total Earnings to Date 2- Total Deductions 3- Total Payments Due 4- Less Previous Payments 5- Restoration Adjustment TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$8,143.20 BALANCE REMAINING \$825,140.20 Prepared By Taylor Risien, P.E. By: 8/8/2024 | 6- Inspector Overtime Costs | | | | | | |
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| 3 - Total Payments Due 4 - Less Previous Payments 5 - Restoration Adjustment Prepared By Approved By: <u>8/8/2024</u> 3 - Total AMOUNT DUE CONTRACTOR THIS DATE \$8,143.20 BALANCE REMAINING \$825,140.20 Reviewed By Muhammad Ali, P.E. Date | | | | | | | |
| 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 8/8/2024 Approved By: 8/8/2024 | | | | | <i>trogorotic</i> | | \$1,500,106.32 |
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| Prepared By 7/30/2024 Taylor Risien, P.E. Date Reviewed By 7/30/2024 Approved By: 8/8/2024 | 5- Restoration Adjustment | | | | | | \$0.00 |
| Prepared By 7/30/2024 Taylor Risien, P.E. Date Reviewed By 7/30/2024 Approved By: 8/8/2024 | | | | _ | | | |
| Prepared By 7/30/2024 Taylor Risien, P.E. 7/30/2024 Date 7/30/2024 Muhammad Ali, P.E. Date Date | | | | | | | |
| Taylor Risien, P.E. Date Muhammad Ali, P.E. Date Approved By: 8/8/2024 | | | | L | B. | ALANCE REMAINING | \$825,140.20 |
| Taylor Risien, P.E. Date Muhammad Ali, P.E. Date Approved By: 8/8/2024 | | | | | | 1 | |
| Taylor Risien, P.E. Date Muhammad Ali, P.E. Date Approved By: 8/8/2024 | | 1 | M | | AI | 1- | |
| Taylor Risien, P.E. Date Muhammad Ali, P.E. Date Approved By: 8/8/2024 8/8/2024 0 | Drepored D: | 1 | - 7/20/2024 | D . | and Bu (14) | 7 / | 7/30/2024 |
| Approved By: 8/8/2024 | | | | Review | | \ | |
| | Taylor Risier | , r.E. | Date | | wunaniindu Ali, F.E. | v | Date |
| | Approved By: | | 8/8/2024 | | | | |
| | | levelopment Autho | | - | | | |

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ESTIMATE No. Five

| | | | Job No. 2323 Date 7/30/2024 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: | 7/1/2024 | Through | 7/26/2024 |
| Contractor: | Carter Construction, LLC | Total Done To Date | \$1,666,784.80 |
| Amount Retained: | \$166,678.48 | Previous Payment: | \$1,491,963.12 |
| Total Deduction | \$1,658,641.60 | Total Due for Payment: | \$8,143.20 |

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 J | uly 30, 2024 | | Ву | land tark | |
|--------------|---------------|---|----|------------------------------|--|
| | | | | Paul Fowler, Project Manager | |
| STATE OF TEX | AS | § | | | |
| COUNTY OF CH | AMBERS 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

Childena tower

Notary Public in and for the State of Texas

My Commission Expires: 08.05.26

GIVEN UNDER MY HAN

Paid with Check #1020

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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 | \$1,666,784.80 |
| 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,
 - 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

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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: | | hand tach | |
|-------|-------------|-----------|--|
| 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 by____ Project Manager , 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 ______ day of ______ July, 2024 _____



(Notary Seal)

Notary Public in and for the State of Texas

hri Nor

Printed or Stamped Name of Notary

My Commission Expires 08.05,26

Paid with Check #1020



APPLICATION FOR PAYMENT

| Owner | : City of La Porte / La Porte R 604 W Fairmont Parkway | edevelopment Authority | | Date: | July 30, | 2024 | - | |
|--|---|--|--------|---------------------|----------------|---------|-------|--------------|
| | La Porte, TX 77571 | | | Estimate No.: | 5 | | | |
| Attn | : Gauge Engineering, Taylor I | Risien, P.E. | | Cating to David de | begin | end | | |
| | | | | Estimate Period: _0 | 1//01/24 0 | 1/20/24 | | |
| Contractor | : Carter Construction, LLC | | | | | | | |
| | 7615 FM 3180 | | | | | | | |
| | Baytown, TX 77523 | | Carte | r Constr. Job No.: | 232 | 3 | 1 | |
| | | | | | | | _ | |
| CONTRACT FOR: | M Street Improvement | Project | | | | PAYN | AENTS | S |
| | | and the sure definition | | | 1 | Mar | \$ | 73,539.00 |
| | | Original Contract Amount | \$ | 2,491,925.00 | 2 | Apr | \$ | 764,265.87 |
| Work Completed | Time Used | Change Orders | \$ | - | 3 | May | \$ | 451,604.25 |
| | | Current Contract Amount | \$ | 2,491,925.00 | 4 | Jun | \$ | 202,554.00 |
| | | | | | 5 | Jul | | |
| 33% | 79 | TOTAL WORK COMPLETE: 66.9% | \$ | 1,666,784.80 | 6 . | Aug | | |
| | | COMPLETED CHANGE ORDER TOTAL | \$ | - | 7 | Sep | | |
| | | BILLED INVENTORY | \$ | | 8 | Oct | | |
| | | TOTAL WORK COMPLETED INCL. CHANGE ORDERS | \$ | 1,666,784.80 | | | | |
| 67% | 161 | RETAINAGE (10%) | \$ | (166,678.48) | | | | |
| | | SUBTOTAL LESS RETAINAGE | \$ | 1,500,106.32 | | | | |
| | | LESS PREVIOUS ESTIMATES | \$ | 1,491,963.12 | | | \$ | 1,491,963.12 |
| Work Completed Work Balance Remaining | Days Used Days Remaining | TOTAL AMOUNT DUE FOR PAYMENT: | \$ | 8,143.20 | | | | |
| | 1 | | | - in the second | | | _ | |
| Contractor | : Carter Construction, LLC | Enginee | r: Gau | ge Engineering | | 1. | | |
| SIGNED | : le | ul tuh signer |): | | A.1 | 1 | | |
| | Paul Fo | wler, Project Manager | | | Taylor Risien, | P.E. | | |
| DATE | :J | July 30, 2024 DATI | E: | | 7/30/2024 | 1 | | |
| the state of the state of the | | | | | | | | |

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SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 5

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

| BID | 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: | | | | | | | | | | | |
| 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 | | 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% |

| | 1 | | | | 1 | | | 1 | | | | |
|---------|---|------------|----|------------|--------------|-------|------------|---------|--------------|---------|--------------|---------|
| 29 | Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor) | 7.00 [| | \$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 l | 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 1 | LF | \$170.00 | \$5,100.00 | | \$0.00 | 30.00 | \$5,100.00 | 30.00 | \$5,100.00 | |
| 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 l | 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 1 | 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 | | 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 1 | 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 1 | 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 | | 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 1 | 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 1 | 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 | | 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 | 2.00 | | \$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 | 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% |

| | EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER): | | | | | | | | | | |
|----|---|-------------|--------------|----------------|-------|------------|-------|----------------|-------|----------------|--------|
| 60 | Borrow (Min. Bid \$10/CY) | 400.00 CY | \$10.00 | \$4.000.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0.00% |
| | 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 | |
| | 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 | 6 | | \$2,491,925.00 | | \$9,048.00 | | \$1,657,736.80 | | \$1,666,784.80 | 66.89% |

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

land

SIGNED:

Paid with Check #1020

Paul Fowler, Project Manager

DATE:

7-30-2024

ENGINEER: Gauge Engineering

SIGNED: Taylor Risien, P.E. 7/30/2024 DATE:

| | Addit | ional | Work | Items | Su | mmary | (Field (| Ch | anges) | | | | | | |
|-----|---|-----------------|------|---------------|------|-------------|----------------------------|-----|--------------------------|-----------------------------------|----|-------------------------------|------------------------------|----------------------------|---------|
| | M Street Improvement Project | ESTIMATE NO.: 5 | | | | | | | | ESTIMATE PERIOD: 7/1/24 - 7/26/24 | | | | | |
| BID | DESCRIPTION | BID QTY. | UNIT | UNIT PRICE | | TOTAL | QUANTITY THIS PERIOD | | AMOUNT THIS PERIOD | QUANTITY PREVIOUS PERIODS | 1 | AMOUNT PREVIOUS PERIODS | TOTAL QUANTITY TO DATE | TOTAL AMOUNT TO DATE | PERCENT |
| | Cash Allowance Items - See bid item 72 | | | | | | | | | | | | | | |
| | Waterline Offset (RFI 2323-02) | | | | | | | | - | | | | | | |
| 73 | Exploratory excavation to locate existing WL | 1.00 | LS | \$ 600.0 | 0 \$ | 600.00 | | \$ | - | 1.00 | \$ | 600.00 | 1.00 | \$ 600.00 | 100.00% |
| 74 | Remove Existing 12" Tee | 1.00 | EA | \$ 400.0 | 2 \$ | 400.00 | 4 | \$ | - | | \$ | - | 0.00 | \$ - | 0.00% |
| 75 | Remove Existing 12" C900 WL | 20.00 | LF | \$ 50.0 | 2 \$ | 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 | \$ 1,500.0 | 2 S | 1,500.00 | | \$ | ~ | | \$ | - | 0.00 | \$ - | 0.00% |
| 77 | Install 12" DR14 C900 WL | 35.00 | LF | \$ 200.0 | 2 \$ | 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 | \$ 600.0 | 2 \$ | 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 | \$ 300.0 | 2 \$ | 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% |

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

| La Porte TIR 9600 Long F Suite 200 | | | | Invoice Date | number | 3399 07/31/2024 | |
|--|--------------------|--------------------|---------------------|-----------------|----------------------|--------------------|----------------|
| Houston, TX | 77055 | | | Project | 1355 LAPOF GREENS | RTE - LAKES A | T FAIRMONT |
| Professional Service | s Provided Through | July 26, 2024 | | | | | |
| Description | | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Current Billed |
| Detention Basin Ev | aluation | 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 |
| | 07/31/2024 | 5,192.00 | 5,192.00 | | | | |
| 3399 | 07/31/2024 | -, | | | | | |

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 | Invoice number | 3397 |
|----------------------|-------------------|-----------------------|
| 9600 Long Point Road | Date | 07/31/2024 |
| Suite 200 | | |
| Houston, TX 77055 | Project 1299 M ST | REET - 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 | ו | | | | | |
| 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 | | | | |

| 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 | Invoice number | 3398 |
|----------------------|-------------------|-------------------------|
| 9600 Long Point Road | Date | 07/31/2024 |
| Suite 200 | | |
| Houston, TX 77055 | Project 1336 LAPO | RTE - FEASIBILITY STUDY |

Professional Services Provided Through July 26, 2024

| | Contract | Percent | Prior | Total | | |
|---|------------|----------|-----------|-----------|------------|----------------|
| Description | Amount | Complete | Billed | 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 <u>Please make checks payable to:</u> 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 DATE | 2065 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

Elisa 🔕 Q

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ne Invoices > Invoice Details > Shipment Details

SHIPMENT DETAILS

Tracking ID 777503364116

 $\leftarrow \begin{array}{c} {}_{\text{Shipment}} \\ {}_{1 \text{ of 1}} \end{array} \rightarrow$

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

| | Development | Ba | alance 9/30/23 | | | | County | | | | | В | alance Due To |
|--|---------------------|----|----------------|-----|----|-------------|----------|----|------------|----|--------------|----------|-------------------|
| | Agreement | | Audit | | Ci | ty Payments | Payments | IS | D Payments | То | tal Payments | | 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) | | | | | | Ś | - | | |
| TOTAL | \$ 24,269,603.00 | \$ | 6,534,349.00 | | \$ | 801,398.87 | \$ - | \$ | 699,699.71 | \$ | 1,501,098.57 | \$ | 5,033,250.43 |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

9/30/2024

(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

| | | Development | Ba | alance 9/30/23 | | | | County | | | | | B | alance Due To |
|---|---------|----------------------------|----|----------------|-----|----|-------------|----------|----|------------|---------|-----------------|---------|---------------|
| | | Agreement | | Audit | | Ci | ty Payments | Payments | IS | D Payments | То | tal Payments | | 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 | ې \$ | 1,293,957.06 |
| Hawthorne At La Porte (2) | \$ | 2,019,908.00 | \$ | 1,230,331.00 | | \$ | 343,141.86 | | \$ | 415,636.62 | ې \$ | - 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 2022 Tax Year Payment Made 9/18/23 | \$ ¢ | 305,805.87 (305,805,87) | | | | | | | | | | | | |

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

•

9/30/2024

| 65 La Porte Retreat at Beazer Hou Senior Asso Liberty Pro Jabez La Po Hawthorne Stonemarc Sylvan Bea |
|--|
| Retreat at Beazer Hou Senior Asso Liberty Pro Jabez La Po Hawthorne Stonemarc |
| Beazer Hou Senior Asso Liberty Pro Jabez La Po Hawthorne Stonemarc |
| Senior Asso Liberty Pro Jabez La Po Hawthorne Stonemarc |
| Liberty Pro Jabez La Po Hawthorne Stonemarc |
| Jabez La Po Hawthorne Stonemarc |
| Hawthorne Stonemarc |
| Stonemarc |
| |
| Svlvan Bea |
| Reserve |
| TOTAL |

9/30/2024

| 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 |

| | Development Agreement | Ba | lance 9/30/23 Audit | | Ci | ty Payments | County Payments | 15 | D Payments | То | otal Payments | В | alance Due To Developers |
|--|--------------------------|----|------------------------|-----|----|-------------|--------------------|----|------------|----|---------------|----|-----------------------------|
| 65 La Porte (Lakes of Fairmont Greens) | \$ 7,103,500.00 | \$ | 2,167,241.00 | | \$ | 172,733.71 | rayments | \$ | 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 (Aj Reserve | \$ 681,903.99 | | | (1) | | | | | | ć | | | |
| 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

9/30/2024

| | Development | Ba | alance 9/30/23 | | | | County | | | | | B | alance Due To |
|--|---------------------|----|----------------|-----|----|-------------|----------|----|------------|---------|-----------------|---------|---------------|
| | Agreement | | Audit | | Ci | ty Payments | Payments | IS | D Payments | То | tal Payments | | 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 | ې \$ | 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) | | | | | | Ś | - | | |
| TOTAL | \$ 24,269,603.00 | \$ | 6,534,349.00 | | \$ | 801,398.87 | \$ - | \$ | 699,699.71 | \$ | 1,501,098.57 | \$ | 5,033,250.43 |

9/30/2024

(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

RATIFY INVOICES PAID IN JULY

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

| | Туре | Date | Num | Name | Memo | Amount | Balance |
|-------|-------------------|------------|-------|-----------------------------|---------------------------------------|-------------|---------------|
| 1001 | · Amegy Bank Ope | erating | | | | | 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 | | | | -173,397.55 | 25,424,656.17 |
| TOTAL | | | | | | -173,397.55 | 25,424,656.17 |

TOTAL

BLANKROME

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

JUNE 05, 2024 LA PORTE REDEVELOPMENT AUTHORITY INVOICE DATE: 166495 ATTN: DAVID HAWES CLIENT ID: 166495-00601 02752 HAWES HILL & ASSOCIATES LLP MATTER NUMBER: 2199127 INVOICE NUMBER: 9600 LONG POINT ROAD SUITE 200 HOUSTON, TX 77055 LA PORTE REDEVELOPMENT AUTHORITY **REGARDING:** J. MORALES, INC. INVOICE DATE AMOUNT CREDITS BALANCE

| DATE | INVOICE | AMOUNT | CREDITS | BALANCE |
|----------------|---------------------------|------------|------------|------------|
| 05/03/2024 | 2192263 | \$4,252.60 | \$0.00 | \$4,252.60 |
| BALANCE FORW | VARD | | | \$4,252.60 |
| FOR LEGAL SERV | VICES RENDERED THROUGH 5/ | /31/24 | \$1,007.00 | |
| FOR DISBURSEM | ENTS ADVANCED THROUGH 5 | /31/24 | \$47.52 | |
| CURRENT INVO | ICE TOTAL | | | \$1,054.52 |
| | | | | |
| TOTAL AMOUN | Γ DUE, INCLUDING BALANCE | FORWARD | | \$5,307.12 |

| OW DI | |
|--------------------------|--|
| Citizens Bank | Blank Rome LLP |
| Philadelphia, PA | Attn: Finance Department |
| Blank Rome LLP | One Logan Square |
| 6238669326 | 130 North 18 th St |
| 036076150 (Domestic) | Philadelphia, PA 19103-6998 |
| CTZIUS33 (International) | |
| | Philadelphia, PA Blank Rome LLP 6238669326 036076150 (Domestic) |

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



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,

Muhammad Ali, P.E. Principal

Enclosures: Carter Construction Pay Est. No. 04

Paid with Check #1016

11750 Katy Freeway, Suite 400 • Houston, TX 77089

| Estimate No. Cut off Date Estimate Date | 4 06/30/24 07/02/24 | | | e Redevelopment Aut cate for Payment Unit | | | auge |
|---|--|------------------------------|---|--|---|---|--|
| Percentage B Date Insuranc | ime | ate : 43.33% 1/24/2025 | ction, LLC Baytown, TX 77523 : 1/25/2024 : 3/18/2024 : 11/13/2024 | 52% N/A | | Proj No. 75-19 ONTRACT TIME IN CALEND Original Contract Time Approved Extensions Total Contract Time Days Used to Date Days Remaining to Date Schedule Update Received | AR DAYS : 240 : 0 : 240 : 240 : 104 : 136 : |
| | Contract Amount ed Change Orders | No. | Date | Ext.Days | Amount | otal Change Orders to Date | \$2,491,925.00 |
| 3- Approve | ed Work Change E | | Date | Ext.Days | Amount | | |
| 2- Material 3- Material 4- Balance | S TO DATE ompleted to Date I Stored on Site Stored in Place Materials Accept hange Directives - | | 66.52% Co \$0.0 \$0.0 \$0.0 | Current M mplete 0 | | | \$2,491,925.00 DATE \$1,657,736.80 |
| 3- Total Re 4- Liquidat 5- Assessr 6- Inspecto C. AMOUNT 1- Total Ea 2- Total De 3- Total Pa 4- Less Pn | ge ge Release etainage ted Damages ments or Overtime Costs DUE THIS PERIC amings to Date | | \$1,657,736.80 \$1,657,736.80 0.00 Days @ | <u>\$165,773.68</u> <u>\$0.00</u> | \$165,773.6 \$0.00 \$0.00 \$0.00 \$1,657,736 \$165,773.6 | TOTAL DEDUCT | IONS \$165,773.68 \$1,491,963.12 \$1,289,409.12 \$0.00 |
| | | / | 2 1/ | [| TOTAL AMOUNT E | DUE CONTRACTOR THIS DA BALANCE REMAINI | NG \$834,188.20 |
| Prepared I Approved | Taylor Risie | en, P.E. | | _ Revi | iewed By Muhammad A | li, p.E. | 7/2/2024 Date |

ESTIMATE No. Four

Job No. 2323 Date. 7/2/2024

| | | Sheet: o | | | |
|---------------------------------|--|---|--|--|--|
| M Street Improvement Project | Owner [.] | La Porte Redevelopment Authority | | | |
| 11/16/2023 | Total Contract Amount: | \$2,491,925.00 | | | |
| 6/1/2024 | Through | 6/30/2024 | | | |
| Carter Construction, LLC | Total Done To Date: | \$1,657,736.80 | | | |
| \$165,773.68 | Previous Payment: | \$1,289,409.12 | | | |
| Total Deduction: \$1,455,182.80 | | \$202,554.00 | | | |
| | 11/16/2023 6/1/2024 Carter Construction, LLC \$165,773.68 | 11/16/2023Total Contract Amount:6/1/2024ThroughCarter Construction, LLCTotal Done To Date:\$165,773.68Previous Payment: | | | |

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 2, 2024 | | By: | hand tank |
|---------------------------|---|-----|------------------------------|
| | | | 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 GEAL OF OF | FICE, this 2nd day of July 2024 |
|---------------|--|---|
| (Notary Seal) | NOTARY DO 10 111111111111111111111111111111111 | Notary Public in and for the State of Texas My Commission Expires: 0-19-26 |

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:

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

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: | hand tank |
|-----|-----------|
| | |

Name: Paul Fowler

Title: Project Manager

STATE OF TEXAS

COUNTY OF CHAMBERS COUNTY §

SUBSCRIBED AND SWORN TO BEFORE ME. undersigned authority, the of Carter Construction, LLC Paul Fowler Project Manager , known to by_ 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 ______ day of _____, 2024 ___,

§

Rublic in and for the State of Texas Printed or Stamped Name of Notary MINIMUM (14 THUN WITH 0-19-26 My Commission Expires (Notary Seal)



APPLICATION FOR PAYMENT

| | Attn: | City of La Porte / La Porte R 604 W Fairmont Parkway La Porte, TX 77571 Gauge Engineering, Taylor F Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523 | Risien, P.E. | | Date: Estimate No.: Estimate Period: | July 2, 4 begin 06/01/24 232 | end 06/30/24 | - | |
|-----|--|---|--|-----|--|--|-----------------|------|--------------|
| | CONTRACT FOR: | M Street Improvement F | Project | | | | PAYN | IENT | S |
| | CONTRACT FOR. | in oureet improvement i | | | | 1 | Mar | \$ | 73,539.00 |
| | Work Completed | | Original Contract Amount: | \$ | 2,491,925.00 | 2 | Apr | \$ | 764,265.87 |
| | work completed | Time Used | Change Orders: | \$ | - | 3 | May | \$ | 451,604.25 |
| | | | Current Contract Amount: | \$ | 2,491,925.00 | 4 | Jun | | |
| 33% | | 104 | TOTAL WORK COMPLETE: 66.5% COMPLETED CHANGE ORDER TOTAL: BILLED INVENTORY: | | 1,657,736.80 - - | 5 | Jul | | |
| | | 136 | TOTAL WORK COMPLETED INCL. CHANGE ORDERS: | \$ | 1,657,736.80 | | | | |
| - | 67% | | RETAINAGE (10%): | \$ | (165,773.68) | | | | |
| | | | SUBTOTAL LESS RETAINAGE: | \$ | 1,491,963.12 | | | | |
| | | | LESS PREVIOUS ESTIMATES: | \$ | 1,289,409.12 | | <u> </u> | \$ | 1,289,409.12 |
| | Work Completed Work Balance Remaining | Days Used Days Remaining | TOTAL AMOUNT DUE FOR PAYMENT: | \$ | 202,554.00 | | | | |
| | Contractor: | Carter Construction, LLC | Engineer | Gau | ge Engineering | | | | |
| | SIGNED: | | I tuh SIGNED | : | A.1 | N | | | |
| | | | wler, Project Manager | | 0 | Taylor Risien | | | |
| | DATE: | | July 2, 2024 DATE | : | v | 07/02/20 | 24 | | |

| | | SC | CHEI | DULE OF | VALUES | | | | | | | |
|-----|--|------------------|-------------|---------------|--------------|-----------------------------------|--------------------------|---------------------------------|-------------------------------|------------------------------|----------------------------|-------|
| | PROJECT: M Street Improvement Project | ES | TIMATE NO.: | 4 | | ESTIMATE PERIOD: 6/1/24 - 6/30/24 | | | | | | |
| BID | 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 | PERCE |
| | | | | | | | | | | | | |
| | 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. |
| 2 | Project Sign | 1.00 L | LS | \$1,100.00 | \$1,100.00 | | \$0.00 | 1.00 | \$1,100.00 | 1.00 | \$1,100.00 | 100. |
| 3 | Clearing and Grubbing | 1 | AC | \$28,000.00 | \$62,440.00 | | \$0.00 | 2.23 | \$62,440.00 | 2.23 | \$62,440.00 | 100. |
| 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. |
| 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. |
| 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. |
| 7 | Roadway Excavation with 3" Stripping | 3,070.00 | CY | \$9.00 | \$27,630.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| 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 |
| 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 |
| | 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 |
| 11 | Lime Slurry (8% by Dry Weight) | 125.00 | TON | \$305.00 | \$38,125.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| | 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 |
| | Reinforced Concrete Pavement (Road), 6" Thick | 5,144.00 | SY | \$62.00 | \$318,928.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| 14 | Bank Run Sand. 2" Thick | 32.00 | CY | \$25.00 | \$800.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| 15 | Reinforced Concrete Retaining Wall | 61.00 | 1 1 | \$710.00 | \$43,310.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| 16 | E. | 87.00 | SY | \$32.00 | \$2,784.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| | Reinforced Concrete Curbs, 6" | 3,200.00 | LF | \$4.50 | \$14,400.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| | Reinforced Concrete Curbs, 6" (Dowled) | 75.00 | LF | \$9.00 | \$675.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| | Reinforced Concrete Sidewalk, 4" Thick | 1,694.00 | SY | \$71.00 | \$120,274.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| 20 | Concrete ADA Ramp Type 7 | 6.00 | EA | \$1,600.00 | \$9,600.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 | 0 |
| | 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 |
| | 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 |
| 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 |
| 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 | 1 |
| 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 | |
| 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 0 |
| | 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 | 1 |
| 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 |

| | T | | | | - | | 1 | | T | | 1 |
|----|---|-------------|------------|--------------|--------|-------------|--------|--------------|---------|--------------|---------|
| 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 | |
| 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 | |
| 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 | |
| 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 | 100.009 |
| 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 | 50.009 |
| 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 | 50.009 |
| 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 | 100.009 |
| 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 | 100.009 |
| 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 | 100.009 |
| 46 | Brick Plug | 2.00 EA | \$2,000.00 | \$4,000.00 | | \$0.00 | 2.00 | \$4,000.00 | 2.00 | \$4,000.00 | 100.009 |
| | | | | | | | | | | | |
| | 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 | 100.009 |
| 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 | 100.009 |
| 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 | 102.949 |
| 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 | 97.739 |
| 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 | 100.009 |
| 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 | 100.009 |
| 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 | 100.009 |
| 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 | 101.779 |
| 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 | 100.009 |
| 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 | 100.009 |
| 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 | 100.009 |
| 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 | 60.009 |
| 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 | 60.009 |
| 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% |
| | TOTAL | s | | \$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

Paid with Check #1016

SIGNED:

DATE:

(1)

Paul Fowler, Project Manager 7-2-2024

ENGINEER: Gauge Engineering

SIGNED: Taylor Risien, P.E. 07/02/2024 DATE:

| | Addit | ional V | Vork | Items | Su | mmary | (Field C | Char | nges) | | | | | |
|-----|---|-------------|------|---------------|----|-------------|----------------------------|------|-----------------------|---------------------------------|-------------------------------|------------------------------|----------------------------|----------|
| | M Street Improvement Project | | | | | ES | TIMATE NO.: | | 4 | 1 | ESTIMAT | E PERIOD: | 6/1/24 - 6/30/24 | - |
| BID | DESCRIPTION | BID QTY, | UNIT | UNIT PRICE | | TOTAL | QUANTITY THIS PERIOD | Т | IOUNT THIS RIOD | QUANTITY PREVIOUS PERIODS | AMOUNT PREVIOUS PERIODS | TOTAL QUANTITY TO DATE | TOTAL AMOUNT TO DATE | PERCENT |
| | 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 | Instali 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 | \$ 1 | 4,400.00 | | \$ | 48.00 | \$ 14,400.00 | 100.00% |
| | TOTALS | | | | | \$25,500.00 | | ¢1 | 4,400.00 | | \$8.200.00 | | \$22,600.00 | 0 88.63% |

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 Date 3332 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 | n | | | | | |
| 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 |

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

| Professional Services Provided Through June 30, 2024 | | |
|--|-----------------------------|--------------------------|
| Houston, TX 77055 | Project 1355 LAPC GREENS | DRTE - LAKES AT FAIRMONT |
| 9600 Long Point Road Suite 200 | Date | 07/02/2024 |
| La Porte TIRZ | Invoice number | 3330 |

| 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 |

| 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 total

1,930.80



INVOICE

| BILL TO | INVOICE | 2038 | |
|--|---------|------------|--------------------------------|
| La Porte Redevelopment Authority/TIRZ #1 | DATE | 07/01/2024 | |
| 604 W. Fairmont Pkwy. | | | |
| LaPorte, TX 77571 | | | |
| United States | | | |
| | | | |
| DESCRIPTION | | | AMOUNT |
| Professional Consulting and Administration Fee: June 2022 | | | 2,000.00 |
| Professional Consulary 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 |
| | | | 52.26 |
| Reimbursable Mileage, Parking, Tolls and Related Expenses, L. Clayton: June 2024 | | | 02.20 |
| | | | an and the state of the second |
| | | ¢ | 2 200 DE |

BALANCE DUE

\$2,269.95

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

| Postage | | |
|---|--|-------------------------------|
| Date | A | nount |
| 6/17/2024 | \$ | 1.28 |
| | \$ | 1.28 |
| Photocopies @ \$0.15 | | |
| Date Pages | A | mount |
| 6/7/2024 645 | 5\$ | 96.75 |
| Total | \$ | 96.75 |
| | | |
| Color Photocopies @ \$0. | 50 | |
| Color Photocopies @ \$0. | | _ |
| Color Photocopies @ \$0. Total | 50 \$ \$ | - |
| | | - |
| Total | \$ \$ | - - mount |
| Total Binding sets @ \$1.00 | \$ \$ | - mount 15.00 |
| Total Binding sets @ \$1.00 Date Sets | \$ \$ | |
| Total Binding sets @ \$1.00 Date Sets 6/7/2024 15 | \$ \$ | 15.00 |
| Total Binding sets @ \$1.00 Date Sets 6/7/2024 15 | \$ \$ | 15.00 |
| Total Binding sets @ \$1.00 Date Sets 6/7/2024 15 Total | \$ \$ | 15.00 |
| Total Binding sets @ \$1.00 Date Sets 6/7/2024 15 Total | \$ \$ A \$ \$ \$ \$ | 15.00 15.00 |
| Total Binding sets @ \$1.00 Date Sets 6/7/2024 15 Total Total, all Items Postage | \$ \$ \$ \$ \$ \$ \$ \$ | 15.00 15.00 1.28 |
| Total Binding sets @ \$1.00 Date Sets 6/7/2024 15 Total Total, all Items Postage Photocopies | \$ \$ A \$ \$ \$ \$ | 15.00 15.00 1.28 |

Transaction Record



| TRACKING NO.: 776396063378 | ship date: May 15, 2024 | ESTIMATED SHIPPING CHARGES: 40.40 USD |
|-------------------------------|----------------------------|--|
| From address | To address | |
| Elisa Rodríguez | Christi Fowier | |
| Hawes Hill & Associates | Carter Construe | ction, LLC |
| 9600 Long Point | 7615 FM 3180 | |
| 200 | 7 7523 ⊤X Bayt | own |
| 77055 TX HOUSTON | US | |
| US | Phone: 346801 | 13792 |
| Phone: 8324880097 | | |
| erodriguez@hhcllp.com | | |

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 | P.O. No.: |
|---------------------------------|-----------|-----------------|
| Bill duties, taxes and fees to: | | Invoice No.: |
| Your reference: | | 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., jewetry, 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 charge are calculated.

| Transaction | Record to La Feder | •] |
|--|---|-----|
| TRACKING NO.: 776901608068 | SHIP DATE: ESTIMATED SHIPPING CHARGES: Jun 17, 2024 64.26 USD | |
| From address | To address | |
| Elisa Rodriguez | Carter Construction, LLC | |
| Hawes Hill & Associates | Carter Construction LLC | |
| P.O. Box 22167 | 7615 FM 3180 | |
| 77227 TX Houston | 77523 TX BAYTOWN | |
| US | US | |
| Phone: 8324880097 erodriguez@hhcllp.com | Phone: 3468013792 | |

Package information

| Pieces | Weight | Dimensions (LxWxH) | Carriage value | Package options | | | |
|--------------------------------------|-----------------------------------|--|---|--|--|--|--|
| 1 x | 1.00 lb | en di la companya esta ana ana a na anti anti di tanà amin'ny faritr'i dia amin'ny faritr'i dia amin'ny faritr' | | n/a | | | |
| Packaging type: | | Service: | | Pickup / drop-off type: | | | |
| FedEx Pak | | FedEx Standard Overnight | | I'll drop off my shipment at a FedEx location | | | |
| | | | | | | | |
| Special Services | : | | | | | | |
| Special Services Direct signature | | | | | | | |
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| • | required | ng ng ana ana kala di na ang ang ang ang ang ang ang ang ang | มีชุญพิรุณปุญ.คร.รู้จะเหมาะเมตรามการเกิดจำการ | | | | |
| Direct signature | required ation | ******842 | P.O. | No.: | | | |
| Direct signature i Billing Inform | required nation on cost to: | | | No.: ze 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.

| Name Period Ending | | | Service Area | | | | | |
|---|------------------------------------|---------------|---------------------------------------|--------------|-------------------------------------|--------------|--------|---------------|
| Linda Clayton June 30, 2024 | | | La Porte | | | | | |
| | Business Mileage | | | | | | | Bill to Dist. |
| Date | Destination | Purpose | | Miles Driver | ו | Item | Amount | (Y/N) |
| 13-Jun | 604 W. Fairmont Pkwy, La Porte, TX | Board Meeting | | 78 | | | | у |
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| | I | | | 1 | 78 | | \$ - | |
| I certify that the above expenses were incurred and paid by me: | | | | | | | 1 * | |
| | | | 6.28.2024 | | Business Miles (1) @ | | | |
| | | Sind Clayton | | | | 0.67 | | \$ 52.26 |
| | | | | | Other Exp | | | |
| * Attach evidence of purchase | | Signature | Date | | Expenses billed to District (Y \$ - | | | |
| | | | Expenses on billed to Distinct | | | | | |
| | | | | | | | | |
| | | | | | Amount | Billed to Di | strict | \$ 52.26 |
| | | Approval | · · · · · · · · · · · · · · · · · · · | Date | | imbursemen | | \$ 52.26 |
| | | - T P | | | | | | |

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.

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

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.