

Agendas and Agenda Materials
Meetings of the Boards of Directors

La Porte
Redevelopment Authority



La Porte Tax Increment
Reinvestment Zone

April 10, 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 **Wednesday, April 10, 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 March 14, 2024.
4. Receive update and recommendations regarding Capital Improvements Program:
 - a. Receive presentation from City regarding Main Street Master Plan.
 - b. Discuss and consider adding reconstruction of detention facility at the Lakes of Fairmont Green to CIP list.
 - c. Receive updates and recommendations from Gauge Engineering.
 - i. Approve Master Service Agreement with Gauge Engineering.
 - ii. Consider Pay Application No. 1, M Street Improvements, from Carter Construction LLC.
5. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices.
6. Receive updates from the city, developers, and staff about development within the Zone.
7. Board member comments.
 - a. Matters appearing on agenda; and
 - b. Inquiry of staff regarding specific factual information or existing policy
8. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney regarding pending or contemplated litigation.
9. Reconvene in Open Session and authorize appropriate actions regarding private consultation with attorney.
10. Adjournment.

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

David W. Hawes, Executive Director

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

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

3. Approve minutes of the joint La Porte Redevelopment Authority and La Porte Tax Increment Reinvestment Zone meeting held on March 14, 2024.

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

March 14, 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, March 14, 2024, at 6:30 p.m., in the Council Chambers of City Hall, 604 West Fairmont Parkway, La Porte, Texas, and the roll was called of the duly appointed members of the Board, to-wit:

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

and all of the above were present, with the exception of Directors Beasley and Porter, thus constituting a quorum. Also present were Naina Magon and Linda Clayton, Hawes Hill & Associates, LLP; Corby Alexander, Matt Daeumer, Haley Bower and Sherry Rodriguez, City of La Porte; Muhammad Ali, Taylor Risien and Robert Chapa, Gauge Engineering. Chairman Janda called the meeting to order at 6:30 p.m.

RECEIVE PUBLIC COMMENTS.

There were no public comments.

APPROVE MINUTES OF THE JOINT LA PORTE REDEVELOPMENT AUTHORITY AND LA PORTE TAX INCREMENT REINVESTMENT ZONE MEETING HELD ON JANUARY 25, 2024.

Upon a motion made by Director Goodwin, and seconded by Director Helton, the Board voted unanimously to approve the Minutes of the January 25, 2024, Board meeting, as presented.

RECEIVE UPDATE AND RECOMMENDATIONS FROM CIP COMMITTEE:

a. Receive update from Gauge Engineering regarding M Street Improvements.

Mr. Ali provided an update on the M Street Improvements project. He reported a pre-construction meeting was held with the Contractor on March 5 and a Notice to Proceed was sent on March 18. He reported he anticipates the project will be substantially complete in 8 months and final in 9 months. No action from the Board was required.

i. Consider Gauge Engineering Task Order for feasibility study services.

Ms. Magon reported a CIP Committee meeting was held on February 28. She reported the Committee created a list of potential projects, including some projects that are not within the boundaries of the zone and would need to be annexed into the boundaries if the Board wanted to move forward with the project. She provided an overview of the potential projects. She reported staff met with the

County regarding potential County projects and she is working with them to extend the County participation. She reported a feasibility study would aid in the development of estimated costs, scope of project, leveraging possibilities and prioritizing projects. Mr. Alexander and Mr. Daeumer answered questions regarding current and future City projects and projects the City would be interested in the TIRZ funding.

Mr. Ali reviewed Gauge Engineering Task Order No. 4 for feasibility study services in the amount of \$159,790. He reviewed the scope of services for each project and reported the feasibility study would provide information on identified projects, including estimated costs for each project to aid the Board in prioritizing projects for consideration. Upon a motion made by Director Antone, and seconded by Director Havard, the Board voted unanimously to approve Gauge Engineering Task Order No. 4 for feasibility study services in the amount of \$159,790, as presented.

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

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

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.

None.

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

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

An Executive Session was not called.

ADJOURNMENT.

There being no further business to come before the Board, the meeting was adjourned at 7:13 p.m.

Secretary

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

4. Receive update and recommendations regarding Capital Improvements Program:
 - a. Receive presentation from City regarding Main Street Master Plan.
 - b. Discuss and consider adding reconstruction of detention facility at the Lakes of Fairmont Green to CIP list.
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MAIN STREET MASTER PLAN

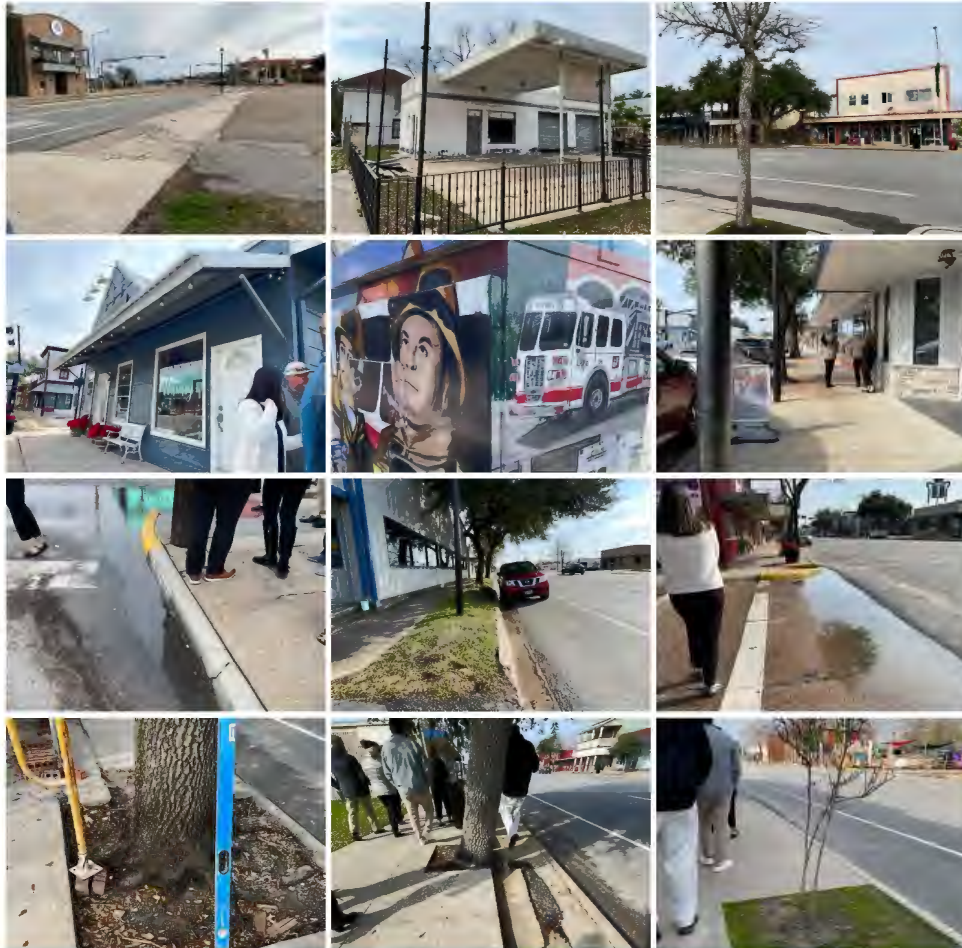
MATT DAEUMER, ASSISTANT CITY MANAGER



PROJECT REVIEW



- December 11, 2023 – La Porte Development Corporation and the City Council received the report of the La Porte Downtown Assessment from Texas Downtown.
- The City of La Porte entered into an agreement with Burditt Consultants, LLC for the development of the Main Street Master Plan with the following scope.
 - Establish the project understanding.
 - Site evaluation.
 - Stakeholder's meetings and surveys.
 - Develop conceptual plan.
 - Develop opinion of probable cost. (OPC)



FIELD NOTES:

Architecture:

- Many buildings have been renovated or are in the process of renovation/turnover.
- Vacant building/lots are planned to be temporarily dressed or screened to preserve the aesthetic of Main Street Corridor.
- Zero Lot Line requirements will require some flexibility in ordinance to allow for ample safe pedestrian mobility.

Pedestrian Mobility:

- Pedestrian paths are in disrepair and need to be addressed as a whole.
- Accessible ramps have been installed with hazard puddling.
- Some narrow pathways are impeding the path of travel for accessible routes. wheel chairs and other impaired disabilities.

Safety:

- Traffic speeds do not appear to be controlled regularly.
- Large trucks pass through at high speeds
- On Street parking is narrow and does not allow for safe access.
- No Accessible parking available along main streets on street parking.

Green Infrastructure:

- Large canopy trees are in need of maintenance, with much of their roots and canopies stunted by compaction, streets and lack of space.
- Zero lot line requirements does not allow for the large canopy species to thrive in the environment.
- Existing landscape does not have a unified palate.

STAKEHOLDER SUMMARY:

Almost unanimously, the top 3 desired Businesses extracted from the surveys and interviews were:

- Restaurants
- Retail/Shopping
- Coffee House

Followed by:

- Beer/Wine Bar
- Family/Game Rooms
- Grocery/Clothing Store

Top Needs:

- Pedestrian Safety
- Parking
- Shopping
- Family Friendly Options

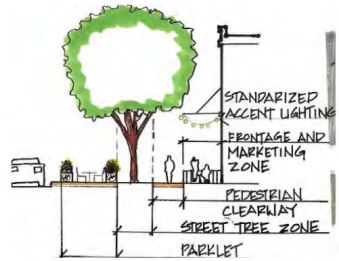
MAIN STREET IMPROVEMENTS MASTER PLAN



LEGEND:

- PATHS** - Ways of Movement within an area.
 - Vehicular
 - Pedestrian
- EDGES** - Linear Elements
 - Coastline
 - Tree Line
- DISTRICTS** - Sense of Place, Areas that can be Concisely Entered
- NODES** - Specific Points in a City. Found at transition points between Districts.
- LANDMARKS** - Single Elements, Reference Points.
- AVAILABLE PARKING**
- POINTS OF INTEREST**

CROSS SECTION - PARKLETT & PEDESTRIAN ZONE OPPORTUNITY



ROAD CLOSURE - PLAZA OPPORTUNITY



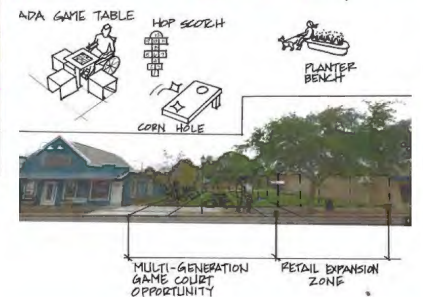
FIVE POINTS - MEDIAN ART OPPORTUNITY



GOLF CART PARKING & PUTT-PUTT OPPORTUNITY



RETAIL & GAME COURT OPPORTUNITY



ROAD CLOSURE - PLAZA OPPORTUNITY



BUSINESS INCUBATOR OPPORTUNITY

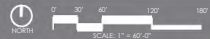


MAIN STREET IMPROVEMENTS MASTER PLAN

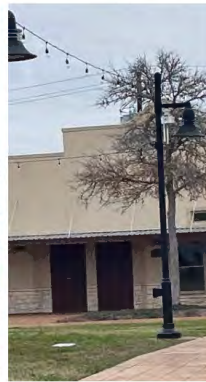


LEGEND

- ④ Plaza Space Opportunity
- ⑤ Retail Expansion Opportunity
- ⑥ Proposed Bike Rack
- ⑦ Existing Tree
- ⑧ Proposed Tree
- ⑨ Existing 90 Degree Parking
- ⑩ Memorial Plaza Improvements
- ⑪ Proposed 2nd Street Closure
- ⑫ Proposed Bollards
- ⑬ Proposed String Lights
- ⑭ Proposed Parallel Parking
- ⑮ Proposed Parklet
- ⑯ Business Incubator
- ⑰ Proposed Lawn
- ⑱ Proposed Parking
- ⑲ Existing Parking Lot



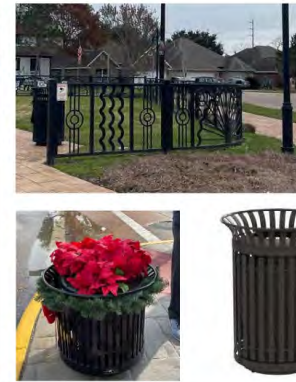
POLE LIGHTING



STRING LIGHTING



BOLLARDS



SITE FURNISHINGS



MAIN STREET IMPROVEMENTS MASTER PLAN





PRELIMINARY OPINION OF PROBABLE COST



#	Item / Description	Range		
		-10% Low	Subtotal	10% High
BLOCK 1	Virginia St. to Broadway	\$ 1,617,712	\$ 1,797,458	\$ 1,977,204
BLOCK 2	1st Street to 2nd Street	\$ 1,370,457	\$ 1,522,730	\$ 1,675,003
BLOCK 3	2nd Street to 3rd Street	\$ 1,251,283	\$ 1,390,314	\$ 1,529,346
BLOCK 4	3rd Street to 4th Street	\$ 1,088,508	\$ 1,209,454	\$ 1,330,399
BLOCK 5	4th Street to 5th Street	\$ 505,380	\$ 561,533	\$ 617,687
2ND ST	Second Street Plaza	\$ 1,008,850	\$ 1,120,945	\$ 1,233,039
BUSINESS	Business Incubator Plaza	\$ 1,503,937	\$ 1,671,041	\$ 1,838,145
Total Construction OPC		\$ 8,346,129	\$ 9,273,476	\$ 10,200,824
Consulting/Design/Testing Services		\$ 1,168,458	\$ 1,298,287	\$ 1,428,115
Total Project OPC		\$ 9,514,587	\$ 10,571,763	\$ 11,628,939

PROJECTED TIMELINE



- April 6, 2024 - Final Draft Presented to City Council.
- May-July 2024 - Final Master Plan & OPC Presented to City Council.
- July-Sept 2024 – Identify funding.
- Oct-Dec 2024 - Perform Traffic Studies and Coordinate with partners.
- Jan 2025 – Initial site surveying.
- March 2025 – Consultant RFP and begin design development.
- Aug 2025 – Finalize construction documents and bid documents.
- Jan 2026 – Begin construction of first phase.

QUESTIONS/SUMMARY



PROGRESS REPORT— MARCH 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19



La Porte Redevelopment Authority
(TIRZ #1)

PROJECT LOCATION

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

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

FUNDING

- La Porte Redevelopment Authority (TIRZ #1)

PROJECT BACKGROUND

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

PROJECT OBJECTIVES

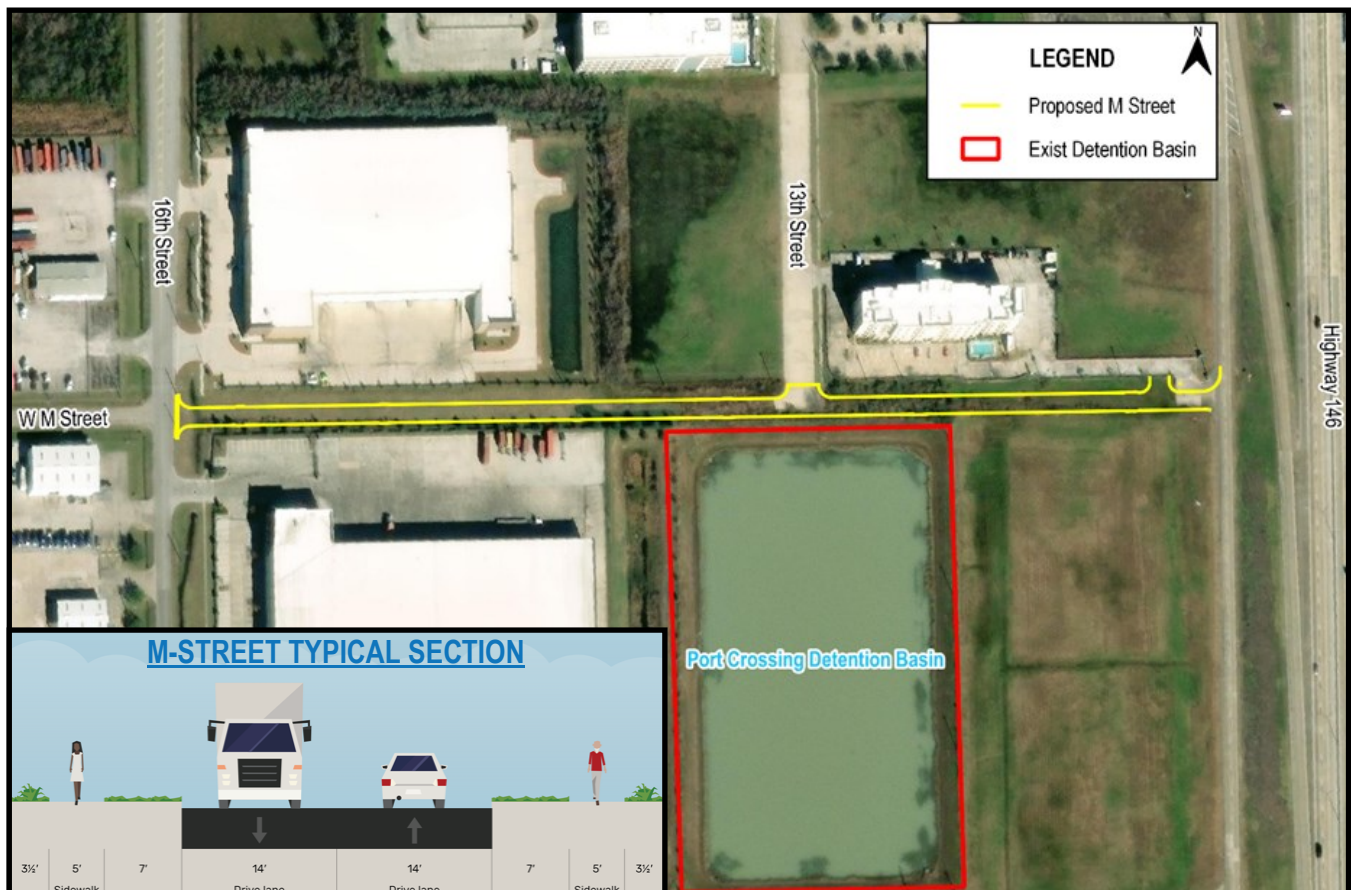
La Porte Redevelopment Authority (TIRZ #1) is committed to constructing a local roadway and utility improvements within undeveloped right-of-way. These roadway improvements will provide connectivity to 16th Street & Highway 146 and greater ingress/egress for future development along M Street.

PROJECT STATUS

- Mobilized to site.
- Installed project sign.
- Initiated traffic control devices.
- Cleared and grubbed approx. 1.67 acres.

NEXT STEPS

- Install stormwater pollution prevention devices.
- Survey and stake site.
- Begin excavation for storm culvert installation.



PROGRESS REPORT— MARCH 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19



La Porte Redevelopment Authority
(TIRZ #1)

CONSTRUCTION TIME

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

CONTACT INFORMATION

Construction Manager:

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



Contractor:

Carter Construction, 7615 FM 3180,
Baytown, TX 77523

PAYMENT ESTIMATES

Original Contract Amount	\$2,491,925.00
Change Order Amount to Date	-
Current Contract Amount	\$2,491,925.00
Previous Payments	\$0.00
Current Payment(s) Due	\$73,539.00
Contract Completion Date	11/13/2024
Balance Remaining with Retainage	\$2,410,215.00

PROGRESS PHOTOS



Project Sign—S 16th Street



Traffic Control Installation—S 16th Street



Clearing & Grubbing—M Street



Clearing & Grubbing—M Street

**MASTER AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

This **MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (this “Agreement”) is entered into as of the 2nd day of March, 2021, by and between **GAUGE ENGINEERING, LLC**, a Texas limited liability company (“Consultant”) and **La PORTE REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation (“Authority”).

RECITALS

- A. Authority is in the process of planning and implementing various projects in the La Porte area (collectively, the “Projects”).
- B. Authority desires to secure the engineering services of Consultant in connection with the Projects, all as more particularly described in **Exhibits “A” and “A-1”** attached hereto and incorporated herein by reference (the “Services”).
- C. Consultant is willing to provide the Services for the fees set out in **Exhibit “B”** attached hereto and incorporated herein by reference (the “Fee”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 “Agreement” means this Master Agreement for Professional Engineering Services and all documents attached hereto or incorporated by reference herein.
- 1.2 “Authority” means La Porte Redevelopment Authority, a Texas not-for-profit local government corporation.
- 1.3 “Business Day” means Monday through Friday, excluding bank holidays and legal holidays recognized by the State of Texas.
- 1.4 “City” means the City of La Porte, Texas, a municipal corporation situated in Harris County, Texas.
- 1.5 “Consultant” means Gauge Engineering, LLC, a Texas limited liability company.
- 1.6 “Fee” means the aggregate of fees to be paid to Consultant for the performance of the Services, as set forth on **Exhibit “B”**.

- 1.7 “Services” means those services described in **Exhibits “A” and “A-1”** .
- 1.8 “Designated Representative” means the representatives of Consultant and Authority appointed in accordance with Section 2.2 hereof.
- 1.9 “Effective Date” means the date of the City’s approval of this Agreement.
- 1.10 “Governmental Authority” means any government agency having jurisdiction over a Project.
- 1.11 “Governmental Requirements” means all laws, statutes, ordinances, codes, regulations, rules, licenses, permits, orders and directives applicable to a Project.
- 1.12 “Plans” means the design documents for the Projects as approved by all Governmental Authorities.
- 1.13 “Preliminary Plans” means the design documents for each Project that are prepared by the Consultant for approval by Authority and thereafter for submission to all Governmental Authorities for approval.
- 1.14 “Projects” means all programs or projects that are included in Authority’s approved Capital Improvement Program.
- 1.15 “Project Budget” will mean the approved budget of costs for a particular Project, prepared in a format approved by Authority.
- 1.16 “Reimbursable Expenses” will mean those expenses incurred by Consultant in connection with a Project and approved for payment by Authority and the City in their sole discretion.
- 1.17 “Services” means those services described in **Exhibits “A” and “A-1”** .

ARTICLE 2

CONSULTANT’S DUTIES AND RESPONSIBILITIES

- 2.1 **Duties and Responsibilities.** Subject to Article 3 and work authorizations to be issued in accordance with this Agreement (each a “Work Authorization”), Authority hereby contracts with and engages Consultant to provide program management and engineering services as described in **Exhibits “A” and “A-1”** attached hereto. Consultant hereby accepts such engagement and hereby agrees to perform the Services pursuant to the terms of this Agreement.
- 2.2 **Designated Representative.** For purposes of this Agreement, Consultant has appointed Muhammad Ali as its Designated Representative. The Authority shall have the right, from time to time, to appoint a Designated Representative upon written notice thereof the

Consultant. For the purposes of this Agreement the Authority designates Ralph De Leon as its Designated Representative. The Authority and Consultant may appoint a new Designated Representative at any time upon prior written notice to the other party.

2.3 Authority to Act. Consultant shall not act as an agent of Authority with respect to any contracts or other matters concerning the Projects. Instead, Consultant shall be deemed an independent contractor for all purposes in connection with this Agreement with authority to act on Authority's behalf only as specifically set forth in this Agreement.

2.4 Standard of Care. (a) Consultant shall perform all Work in accordance with this Agreement consistent with that level of care and skill and with such expeditiousness as is ordinarily exercised by members of its profession currently practicing or by its industry, Texas, as the case may be, within the City of La Porte.

(b) Authority and Consultant recognize that this Agreement creates a special relationship of trust and confidence between the respective parties, due to the fact that Consultant will be acting in a fiduciary role with respect to Authority in providing the Services. Authority and Consultant recognize that, due to the special fiduciary relationship between them, it is the intention of this Agreement to impose, and of Consultant to accept, the special and additional duties of trust and confidence created hereby. Consultant will exercise the highest standards of good faith and fidelity with respect to Authority. Further, Consultant recognizes the obligation to cooperate in all respects with the Authority's other consultants on the Projects and understands that Authority has required like cooperation from Authority's employees and independent contractors in regards to Consultant. Consultant agrees to function as part of the design and construction team for the purpose of facilitating the planning, design, and construction of the Projects, in the most expeditious and least costly manner consistent with the requirements of first quality.

(c) Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Consultant shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Consultant shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Authority retains the right to require the Consultant to remove from the performance of Services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Authority. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third party beneficiary rights for any employee or other person. It is intended that any employee who engages in any Services provided for under this Agreement is an employee-at-will of the Consultant.

2.5 Legal Action. In the event a suit is filed against Consultant and Authority and/or the City, Consultant will take such steps as are necessary to advise Authority of the legal

action and will use its best efforts to avoid compromising or waiving any legal right or defense of Authority and/or the City.

- 2.6 Assertion of Authority's Rights. No provision of this Agreement will relieve Consultant of (i) its responsibility to Authority and/or the City for all matters related to the Services or (ii) its responsibility to assert all rights of Authority and/or the City under the contract documents during the Projects and to otherwise supervise any person or entities' performance thereunder, as and to the extent provided in this Agreement.
- 2.7 Compliance with Governmental Requirements; Consultant Employees. (a) Governmental Requirements. Consultant agrees that while providing the Services pursuant to this Agreement, Consultant, including its employees and consultants/contractors of any tier, shall comply with all Governmental Requirements. In addition, Consultant shall, at its sole expense, cooperate with and provide Authority with such information and data as may be reasonably requested in order for Authority to comply with all Governmental Requirements.
- (b) Consultant Employees. Consultant agrees that while providing the Services pursuant to this Agreement, its employees and contractors shall comply with all Governmental Requirements. Consultant assumes full responsibility for the actions of its employees while providing the Services provided such persons are acting within the course and scope of their employment. Consultant agrees to promptly remove any employee from a Project if such employee's conduct violates any Governmental Requirements.
- 2.8 Administrative Policies and Procedures. The Consultant shall conduct the Services for the Authority in accordance with the instructions and guidance of the Authority. Consultant shall have the right to determine the method, details, and means of performing the Services consistent with such instructions and guidance of the Authority. The Authority shall, however, be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services and use its best efforts to accommodate work schedule requests in a timely manner and in accordance with each Work Authorization.
- 2.9 Disclosure of Information. Consultant understands that any information it provides to Authority pursuant to this Agreement may be subject to disclosure by Authority to the public in accordance with applicable law, including the Texas Public Information Act.

ARTICLE 3

TERM; TERMINATION; CHANGES IN SERVICES

- 3.1 Term. This Agreement will commence upon the date set forth above and will terminate thirty (30) days after final completion of all of the Projects, unless otherwise terminated as provided herein or extended in writing by the parties hereto.

3.2 Termination without Fault. Authority reserves the right to terminate this Agreement in whole or in part, without cause, upon thirty (30) days' prior written notice to Consultant. In addition, this Agreement may be terminated by Authority, without the breach of any party, upon the happening of any of the following events:

3.2.1 The failure of any contingency as provided in Section 3.3 below; or

3.2.2 At the convenience of Authority.

In the event of termination of this Agreement pursuant to this Section, Consultant shall immediately take all required steps to carry out the Authority's instructions, shall advise the Authority of the extent to which performance of the Services has been completed to date, and shall collect and deliver to the Authority whatever work product then exists in the manner requested by the Authority. Authority's only liability to Consultant shall be the payment of valid outstanding invoices and any work that has not been invoiced but performed prior to the effective date of such termination and in accordance with the terms of this Agreement. Consultant agrees to render a final invoice to Authority for all Services performed by Consultant prior to such termination within thirty (30) days after completion of the Services performed.

3.3 Contingencies. This Agreement is expressly contingent upon the following items, each of which is a material part of this Agreement, the failure of which substantially impairs the ability of the parties to continue with the Projects and this Agreement:

3.3.1 The ability of Authority to obtain approval from its Board of Directors and/or the City, as appropriate, for the development of the Projects as contemplated hereby.

3.4 Termination. In addition to the remaining provisions of this Article 3, this Agreement may be terminated as follows:

3.4.1 By either party upon the occurrence of any of the following events of default by the other party, which termination will be effective as of the date specified in a written notice of termination given by the non-defaulting party to the defaulting party:

(a) The filing of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; or

(c) The entry of an order against a party or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of such party in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive calendar days.

3.4.2 By Consultant upon Authority's failure to perform or observe any covenant, obligation or requirement of this Agreement, and the continuation of such failure for (i)

fourteen (14) calendar days after written notice thereof from Consultant specifying the nature and extent of any monetary default or (ii) thirty (30) calendar days after written notice thereof from Consultant specifying the nature and extent of any non-monetary default. Any such termination will be effective as of the date specified in a written notice of termination; provided, however, that if upon receipt of such notice, Authority promptly and with all due diligence proceeds to attempt to cure the default within the time specified herein and thereafter diligently pursues such efforts to completion, then Consultant may not terminate this Agreement pursuant to this Section 3.4.2.

3.4.3 By Authority upon Consultant's failure to perform or observe any covenant, obligation or requirement of this Agreement, and unless otherwise specifically set forth in this Agreement, the continuation of such failure for thirty (30) calendar days after written notice thereof from Authority specifying the nature and extent of such default. Any such termination will be effective as of the date specified in a written notice of termination; provided, however, that if upon receipt of such notice, Consultant promptly and with all due diligence proceeds to attempt to cure the default within the time specified and thereafter diligently pursues such efforts to completion then Authority will have no right to terminate this Agreement pursuant to this Section 3.4.3.

3.5 Effect of Termination. Upon the termination of this Agreement pursuant to Section 3.4 above, the non-defaulting party will have all rights and remedies available to it by reason of applicable provisions of law or equity. Without limiting the generality of the foregoing, upon the termination of this Agreement pursuant to Section 3.4.3, the Authority may withhold any further payments to the Consultant until the Authority obtains another consultant to complete the work or a portion thereof for the remaining unpaid amount of any applicable limit or lump sum prices, and the work for which such services are due is complete. If the Authority's cost of obtaining completion of the work by other consultants exceeds the remaining contract amounts unpaid to Consultant, or if the Authority sustains other charges as a result of the default, the Authority shall not be obligated to make any further payment to Consultant. This provision does not relieve Consultant of any other obligation Consultant may have to the Authority.

3.6 Changes in Scope of Services. Authority may, at any time, make changes in the description of Services to be performed under a Work Authorization. In the event Authority notifies Consultant of its desire to make a change in the Services that may change the cost of performance, Consultant shall, within ten (10) business days after receiving such notice, give Authority notification of any potential change in price for the Services. To the extent Consultant timely provides notice to Authority pursuant to the immediately preceding sentence, equitable adjustments to price and time of performance resulting from Services changes will be negotiated and upon mutual agreement by Authority and Consultant, the Work Authorization will be modified by a written instrument, signed by both parties, to reflect the changes in Services, price and schedule.

ARTICLE 4

FEE AND REIMBURSABLE EXPENSES

- 4.1 Work Authorization. Upon receipt of a written Work Authorization in the form attached hereto as **Exhibit “D”** and executed by the Authority or the Authority’s Designated Representative authorizing Consultant’s commencement of work on a specific Project, Consultant is authorized to begin providing the Services set forth in such Work Authorization. Consultant understands and agrees that no additional Services will be provided under this Agreement until it receives a written Work Authorization.
- 4.2 Payment of Fee and Reimbursable Expenses. (a) For the Services, Authority will pay Consultant as set out on **Exhibit “B”**. In addition, Authority shall pay Consultant for all Reimbursable Expenses as set out on **Exhibit “B”**; *provided, however*, all such Reimbursable Expenses proposed to be incurred by the Consultant for performance of the Services shall be subject to the Authority’s prior written approval. Consultant understands and agrees that the Fee for each Project shall not be exceeded unless unanticipated conditions arise and Authority’s Board of Directors approves the requested increase. The Authority expressly disclaims any liability for payment to the Consultant of any amounts in excess of those approved in writing by the Authority. Consultant further understands and agrees that any Fee and/or Reimbursable Expense submitted for payment that does not relate to a Project, as determined by Authority in its sole discretion, will not be reimbursed or otherwise paid to Consultant. Notwithstanding the foregoing, Authority shall at all times have the right, with notice to Consultant, to withhold any amounts due under this Agreement from the Fee (including, but not limited to, such amounts described in Section 4.3 below) to reasonably protect Authority against loss arising out of the performance of the Services.
- 4.3 Repayment for Non-Project Costs. Consultant shall repay Authority for any payments made by Authority to Consultant pursuant to this Agreement that are determined by Authority or the City, in their sole discretion, to be an ineligible cost for a Project. Such repayment shall be made within thirty (30) days from the date of notice from Authority that such amounts are due. If such repayment is not made within such time frame, Authority shall have the right to withhold such amounts, together with interest at the maximum rate allowed by law, from the Fee.

ARTICLE 5

INSURANCE, INDEMNITY AND LIMITATION OF LIABILITY

- 5.1 Insurance. Consultant will maintain, during the term of this Agreement and at its sole expense, and cause each of its sub-consultants and contractors to maintain insurance covering the following risks, to the extent stated:
- 5.1.2 Workers’ compensation insurance in accordance with the laws of the State of Texas, and Employer’s Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer’s Liability of \$500,000 each accident.
- 5.1.2 Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors’ Protective Liability

Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage (for a period of one year after completion of the Projects) with limits of not less than:

- \$2,000,000 general aggregate limit
- \$1,000,000 each occurrence, combined single limit
- \$1,000,000 aggregate Products, combined single limit
- \$1,000,000 aggregate Personal Injury/Advertising Liability
- \$25,000 Fire Legal Liability
- \$5,000 Premises Medical

5.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5.1.4 Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate. Coverages will be specific for the Projects and not aggregated with insurance for other undertakings of Consultant.

5.1.5 Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

Defense costs shall be excluded from the face amount of the policies listed above and aggregate limits are per 12-month policy periods, unless otherwise indicated.

5.2 Terms; Waivers; Endorsements. Such insurance will be written on an occurrence basis unless Authority otherwise consents in writing, which consent will not be unreasonably withheld or delayed; provided, however, that professional liability insurance shall be issued on a claims made basis and shall continue for two (2) years after final completion of each Project. Such insurance will contain (i) a waiver of subrogation endorsement as to Authority, the City, and La Porte Tax Increment Reinvestment Zone Number One, La Porte, Texas (the "Zone"), and (ii) an endorsement that the policy is primary to any other insurance available to Authority, the City, and the Zone with respect to claims arising under this Agreement (except as to Worker's Compensation and professional liability insurance), without reduction or right of offset or contribution on account of any insurance provided by Authority, the City, or the Zone to themselves or their respective officers, agents or employees.

5.3 Certificates of Insurance. Before commencing performance of the Services, Consultant shall furnish to Authority a certificate(s) from its insurance carrier(s) showing that it has complied with the provisions of this Article 5. Consultant also agrees to furnish copies of certificates of insurance coverage in form reasonably satisfactory to Authority (and the underlying policies themselves if requested) to Authority upon request and from time to time during the Projects. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of the Consultant to notify the Authority immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. In the event of

failure of Consultant to furnish and maintain such insurance or to furnish a satisfactory certificate therefore (or copies of the underlying policies, if requested) within ten (10) days of written notice from Authority, Authority shall have the right, but not the obligation, to take out and maintain the said insurance for and in the name of Consultant, and Consultant agrees to furnish all necessary information to permit Authority to take out and maintain such insurance for the account of Consultant and to pay the cost thereof to Authority immediately upon presentation of a bill. The Consultant's failure to provide insurance as required hereunder, or the Consultant's failure to supply the required evidence of insurance or copies of insurance policies, or the failure of the Authority to require evidence of insurance or to notify the Consultant of any breach by the Consultant of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the Authority of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the Consultant's obligations to defend, indemnify, and hold harmless the Authority, as required by Section 5.8.

- 5.4 Cancellation. All insurance policies will provide that such insurance will not be altered or canceled without thirty (30) days advance written notice to Authority and the City. In addition, Consultant either shall (a) give written notice to Authority and the City within five (5) days of the date on which total claims by any party against such insurance policies reduce the aggregate amount of coverage below the amounts required by this Agreement, or (b) have a policy contain an endorsement establishing a policy aggregate for the Projects.
- 5.5 Deductibles. Consultant also shall be responsible for and bear any claims or losses under this Agreement to the extent of any deductible amounts and waives any claim it may have for the same against Authority, the City, or the Zone and their respective officers, agents and employees.
- 5.6 Insurer Requirements. All policies of insurance required by this Agreement shall be issued by companies having a certificate of authority to transact business in Texas and a Best's rating of at least B+ and a Best's Financial Size Category of Class VII or better, according to the most recent edition of *Best's Key Rating Guide, Property-Casualty United States*.
- 5.7 Additional Insureds. Each policy listed above, except for Worker's Compensation, Employer's Liability and Professional Liability, must name Authority, the City, and the Zone, (and their respective officers, agents and employees) as additional insured parties on the original policies and all renewal or replacement policies.

5.8 **INDEMNITY PROVISIONS.**

5.8.1 General Indemnity. CONSULTANT SHALL BE RESPONSIBLE TO AUTHORITY, THE CITY, AND THE ZONE AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CONSULTANTS OR SUBCONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES, ITS SUBCONTRACTORS OF ANY TIER

AND THEIR AGENTS AND EMPLOYEES, AND ALL OTHER PERSONS PERFORMING ANY OF THE WORK CONTEMPLATED IN THIS AGREEMENT UNDER A CONTRACT WITH CONSULTANT AND ALL OF SUCH PERSONS' SUBCONTRACTORS OF ANY TIER, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "CONSULTANT PARTIES"). ACCORDINGLY, CONSULTANT AGREES TO INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST LIABILITY, LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR RESULTING FROM NEGLIGENT OR INTENTIONAL ACT OR OMISSION, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR VIOLATION OF APPLICABLE LAWS BY CONSULTANT PARTIES, EXCEPT TO THE EXTENT CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTIES.

5.8.2. Personal Injuries or Property Damage. CONSULTANT HEREBY AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES FOR ANY INJURY, DEATH, DAMAGE OR LOSS, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE BY THE CONSULTANT PARTIES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1. THE ACTUAL OR ALLEGED NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR INTENTIONAL ACTS OR OMISSIONS OF THE CONSULTANT PARTIES;

2. THE INDEMNIFIED PARTIES' AND THE CONSULTANT PARTIES' ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT; AND

3. THE INDEMNIFIED PARTIES' AND THE CONSULTANT PARTIES' ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT.

CONSULTANT AGREES TO, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THIS AGREEMENT TERMINATES OR EXPIRES. CONSULTANT SHALL NOT INDEMNIFY THE INDEMNIFIED PARTIES FOR THE INDEMNIFIED PARTIES' NEGLIGENCE.

5.8.3. City and Authority Property. CONSULTANT ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR INJURY OR DAMAGE TO CITY OR AUTHORITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ACTS OR OMISSION OF THE CONSULTANT PARTIES OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES.

5.8.4 Intellectual Property. CONSULTANT AGREES TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, LICENSES, TRADEMARKS, SERVICE MARKS OR OTHER INTELLECTUAL PROPERTY RIGHT.

5.8.5. CONSULTANT SHALL REQUIRE ALL ITS SUB-CONSULTANTS AND CONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) PERFORMING ITS SERVICES AND ALL CONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) ENGAGED TO PERFORM OR CONSTRUCT THE PROJECTS FOR AUTHORITY TO RELEASE AND INDEMNIFY THE INDEMNIFIED PARTIES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PARTIES HEREUNDER.

5.8.6. Indemnification procedures.

A. Notice of Claims. If the Indemnified Parties or Consultant receive notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

- i. A description of the indemnification event in reasonable detail;
- ii. The basis on which indemnification may be due; and
- iii. The anticipated amount of the indemnified loss.

This notice does not estop or prevent the Indemnified Parties from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the Indemnified Parties do not provide this notice within the ten (10) day period, they do not waive any right to indemnification except to the extent that the Consultant is prejudiced, suffers loss, or incurs expense because of the delay.

B. Defense of Claims.

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

ii. Continued Participation. If Consultant elects to defend the claim, the Indemnified Parties may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement

negotiations. Consultant may settle the claim without the consent or agreement of the Indemnified Parties, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Parties to comply with restrictions or limitations that adversely affect the Indemnified Parties; (ii) would require the Indemnified Parties to pay amounts that the Consultant does not fund in full; or (iii) would not result in the Indemnified Parties' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.8.7 The indemnifications set out above apply whether: (i) the activities involve employees, independent contractors, or agents of Consultant, or (ii) the claim results in a monetary obligation that exceeds any contractual commitment made by Consultant or any such other parties.

5.8.8 The indemnifications set out above extend to the successors and assigns of Consultant, and the indemnifications and releases survive the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Consultant.

5.8.9 Consultant will procure, within an insurance policy obtained pursuant to this Article 5, specific insurance coverage to cover the indemnifications set out above, in accordance with the terms of this Section 5.8.

5.8.10 The indemnities set out above shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

5.9 No Limitation of Liability of Others. Notwithstanding the limitation of liability conferred upon Consultant contained in this Article 5, such limitation of liability will in no way attach to or include or benefit any other consultant engaged in work or services on the Projects.

5.10 Limitation of Liability for Special Damages. In no event shall Authority, the Consultant and/or the City, or Zone be liable under any claim, demand or action (whether arising in contract, tort or otherwise) arising out of or relating to this Agreement for any special, indirect, incidental, exemplary or consequential damages (including, but not limited to, loss of anticipated profits, loss of use or business disruption), regardless of whether or not such entity, its employees or agents, have been advised of the possibility or likelihood of such damages.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Consultant's Representations. Consultant hereby represents and warrants as follows:

6.1.1 This Agreement constitutes the valid and legally binding obligation of Consultant and is enforceable against Consultant in accordance with its terms.

6.1.2 Consultant has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute, deliver and perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

6.1.3 No authorization, consent or approval of any Governmental Authority (including courts) is required for the execution and delivery by Consultant of this Agreement or the performance of its obligations hereunder, other than the permits, licenses, and approvals to be obtained for the actual development of the Projects.

6.1.4 Consultant represents and warrants that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement.

6.1.5 Consultant represents that it is in compliance with all applicable federal, state or local laws, regulations and orders with respect to equal opportunity and affirmative action, and either has previously provided, or will provide, Authority with a copy of any requested certifications regarding such compliance as Authority may request during the terms of this Agreement.

6.2 Authority's Representations. Authority hereby represents and warrants as follows:

6.2.1 Authority is a not-for-profit local government corporation duly formed, validly existing and in good standing under the laws of Texas and duly authorized to do business in the State of Texas. This Agreement constitutes the valid and legally binding obligation of Authority and is enforceable against Authority in accordance with its terms.

6.2.2 Authority has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute, deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

ARTICLE 7
MISCELLANEOUS PROVISIONS

- 7.1 Independent Contractor. At all times, Consultant will be an independent contractor under this Agreement. In no event will any employee, contractor or agent of Consultant be considered an employee, contractor or agent of Authority and/or the City. Consultant shall be responsible for all matters governing employment of its work force, including (but not limited to) the payment of salaries (including withholding of employment taxes) and worker's compensation and disability benefits. Nothing contained in this Agreement will be construed to create a partnership or joint venture between Authority and Consultant or their successors in interest hereunder.
- 7.2 Audit. Consultant shall maintain the books of records and accounts in order to establish the amount due by the Authority to the Consultant in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Authority, its Board of Directors or for public inspection during regular business hours upon reasonable notice of not less than twenty-four (24) hours. The Contractor shall provide free access to the Authority and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement, including Consultant's records relating to the Projects, the Services, the Fees and/or the Reimbursable Expenses. Such audit may, at Authority's option, include a review of Consultant's compliance with the City's policies and procedures as well as all applicable laws and regulations. Such right of access and audit shall continue for a period three (3) years from the date of expiration or termination of this Agreement.
- 7.3 Documents. Except as otherwise provided herein, all drawings, plans, specifications and other documents prepared for Authority for the Projects pursuant to this Agreement will become and remain the property of Authority whether or not the Projects are completed, and Consultant will not make use of such items for any other purpose. It shall be clearly marked as property of the Authority in such manner that it may at any time be removed from the premises of the Consultant.
- 7.4 Conflict of Interest. In keeping with Consultant's duties to the Authority, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Consultant agrees that it shall promptly disclose to the Authority any facts which might involve any reasonable possibility of a conflict of interest. Consultant agrees that it will not disclose to the Authority nor use any third party's trade secrets or other third-party proprietary information in performing the Services unless Consultant may do so without either it or the Authority incurring any obligation to such third party for such work or any application of that work.
- 7.5 Approvals. Except as expressly provided otherwise in this Agreement, whenever this Agreement requires the consent or approval of Authority or Consultant, such consent or approval will not be unreasonably withheld or delayed, except that Authority shall have the unfettered right in its sole discretion to approve the contract documents.

- 7.6 Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, will not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof will be deemed to have been made unless expressed in writing and signed by such party.
- 7.7 Partial Invalidity. In the event that any portion of this Agreement is declared invalid by order, decree or judgment of a court, this Agreement will be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship to Consultant or Authority or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 7.8 Assignment. Authority shall have the right to assign this Agreement to any entity as specified or required by the City or to any entity created by or affiliated with Authority, and any such assignee will be deemed to be Authority for purposes of this Agreement. Without the prior written consent of Authority, which consent may be given or withheld in Authority's sole discretion, Consultant will not assign its rights and obligations under this Agreement to any other party. Except as provided in the preceding sentences, neither Authority nor Consultant shall assign or transfer, or permit the assignment or transfer of their respective interests in this Agreement. Further, any permitted assignment will not relieve Authority or Consultant from its obligations hereunder unless Consultant or Authority, as applicable, expressly consents in writing to such release.
- 7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement, but excluding principles of conflict of laws. Any suit, claim, action, or proceeding against any party hereto arising out of or related to this Agreement shall be brought in the Federal or state courts located in Harris County, Texas, and the parties hereto do hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, claim, action, or proceeding.
- 7.10 Headings. Headings and titles are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Article or Section to which they refer.
- 7.11 Notices. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered personally, delivered by Federal Express or other nationally recognized overnight express delivery service or deposited in the United States mail as certified mail with return receipt requested, postage prepaid at the addresses set forth below:

Notice to Authority Attorney:

La Porte Redevelopment Authority
c/o Hunton Andrews Kurth LLP
Attn: Mark Arnold
600 Travis Street, Suite 4200
Houston, TX 77002

Notice to Authority:

La Porte Redevelopment Authority
c/o Hawes Hill & Associates LLP
Attn: David Hawes
P.O. Box 22167
Houston, Texas 77227-2167

Notice to Consultant:

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

or at such other address as from time to time is designated by the party receiving the notice. Such notices shall be deemed received on the date of delivery.

- 7.12 **Participation in Claims Resolution.** Consultant and Authority agree that their respective officers, employees, and agents agree to participate as necessary and required in the settlement of any and all claims arising from this transaction, including testimony in courts of competent jurisdiction.
- 7.13 **Definition of “Including”.** In this Agreement, whenever general words or terms are followed by the word “including” (or other forms of the word “include”) and words of particular and specific meaning, the word “including” (or other forms of the word “include”) will be deemed to mean “including without limitation”, and the general words will be construed in their widest extent, and will not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.
- 7.14 **Conflict.** If there is a conflict between any provisions in this Agreement and an exhibit attached to this Agreement, this Agreement governs.
- 7.15 **Binding Effect.** This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties hereto. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the Authority.
- 7.16 **Entire Agreement.** This Agreement, and all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and

supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

- 7.17 Time of Essence. Time is of the essence of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a day other than a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day.
- 7.18 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations or limitations of liability whatsoever in this Agreement. Nothing in this Section 7.18 shall affect the third party beneficiary rights of Authority established elsewhere in this Agreement.
- 7.19 Survival of Certain Provisions. The provisions of Article 5 shall survive the termination of this Agreement, regardless of the reason for termination.
- 7.20 Disclosure of Interested Parties (Form 1295). Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethic Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of Consultant's Form 1295, the Authority agrees to acknowledge Consultant's Form 1295 through its electronic filing application. Consultant and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, neither the Authority nor its consultants are responsible for the information contained in Consultant's Form 1295 and neither the Authority nor its consultants have verified such information.
- 7.21 No Israel Boycott. Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 7.22 Texas Tax Code Compliance. Notwithstanding anything in this Agreement and for the purpose of complying with Tex. Tax Code §171.1011(g)(3), Authority agrees with the following:
- (a) Unless the Authority expressly states otherwise prior to Consultant commencing performance under this Agreement, the Authority hereby accepts the use of any

subconsultant, subcontractor or agent of Consultant proposed to be used in Consultant's proposal or other document submitted to the Authority; and,

(b) Any payment made by the Authority to Consultant that includes fees payable to a subconsultant, subcontractor or agent of Consultant under this Agreement shall constitute an acceptance by the Authority of Consultant's use of any such subconsultant, subcontractor or agent of Consultant under this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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

AUTHORITY:

La PORTE REDEVELOPMENT AUTHORITY, a
Texas not-for-profit local government corporation

By: _____
Name: _____
Title: _____

CONSULTANT:

GAUGE ENGINEERING, LLC, a Texas limited
liability company

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

LIST OF EXHIBITS

Exhibit “A” – Description of Consultant Services Work Plan

Exhibit “A-1” – Description of Engineering Design Services

Exhibit “B” – Description of Fees

Exhibit “C” - Fee Schedule

Exhibit “D” – Form of Work Authorization

EXHIBIT “A”

SERVICES

Consultant Services Work Plan

Authority has undertaken a capital projects program in the La Porte area consisting of the Projects. The duty of Consultant is to assist Authority in developing and implementing the Projects as detailed below. Consultant’s personnel will consist of staff from _____ and subcontractors, if any.

This Consultant Services Work Plan (the “Work Plan”) describes the significant tasks anticipated to be completed by Consultant in connection with the Projects. Each activity and its deliverables are described herein. A task heading and summary description introduces each group of activities.

This Work Plan provides for general program management, including general consultation services (**Task 1 – Basic Consultant Services**) for the Projects. As Project needs are better defined, the Authority and/or the Authority’s Designated Representative may authorize Consultant to propose modifications to this Work Plan for additional services for currently unanticipated activities determined necessary and approved by the Authority and/or the Authority’s Designated Representative.

TASK 1 - BASIC CONSULTANT SERVICES

“Basic Consultant Services” shall consist of assisting Authority in developing and implementing the Authority’s Capital Improvement Projects program (“CIP”). Consultant shall provide Authority continuous reporting on the status of the program, coordination of the architectural and engineering professionals, general contractors, and other specialists needed to complete the various components of the program all while working closely with the City of La Porte on all aspects of the CIP implementation process.

Consultant shall:

- provide the necessary administrative activities to support the CIP;
- organize and manage consultant staff assigned to the activities;
- direct and control the work done;
- plan, conduct, and document internal and external meetings;
- attend scheduled Board meetings and provide project progress reports, as needed;
- establish quality assurance, coordination and control procedures; and
- furnish necessary technical and support staff to implement the program.

As requested, Consultant shall submit to Authority copies of all reports, design submittals, detailed cost estimates, recommendations, analyses, and construction documents. Consultant shall provide other related support services as authorized by Authority.

Basic Consultant Services shall include (but are not limited to) the following:

Activity 1.1 - Project Description Development

Consultant will develop a detailed description for each Project. This may require Consultant to gather existing data from internal and external sources and to generate additional data. The focus of this activity is the generation of a clear and concise Project description.

Deliverables:

- Individual Project descriptions

For those Projects in which a Preliminary Engineering Report is required, Consultant will coordinate a Technical Review Committee (TRC) meeting with the City and any other outside agencies as necessary. Consultant will assist the Authority and/or the Authority's Designated Representative in scheduling and conducting pre-TRC meetings as may be required.

Activity 1.2 - CIP Planning Assistance

Consultant shall assist the Authority and/or the Authority's Designated Representative in preparing annual capital improvement projects (CIP) recommendations for individual Project budgets and schedules in conjunction with City budget and funding requirements. This effort will include, as requested by the Authority, an assessment of the impact of CIP projects by other governmental agencies on the proposed Projects. Consultant shall also monitor Project CIP expenditures and Project remaining costs to provide timely information to the Authority and/or the Authority's Designated Representative.

Deliverables:

- CIP recommendations and schedules
- Revised Project descriptions

Activity 1.3 - Inter-Agency/Partner Coordination

Consultant will assist the Authority and/or the Authority's Designated Representative in identifying outside agencies or private entities that might be logical co-participants in the Projects. Consultant will prepare proposals, presentations, etc., as directed by the Authority and/or the Authority's Designated Representative, for meetings with these outside entities and will accompany the Authority and/or the Authority's Designated Representative to meetings with these entities if requested to do so by the Authority and/or the Authority's Designated Representative. Consultant will assist the Authority and/or the Authority's Designated Representative in negotiating inter local agreements or contracts as necessary to memorialize partner participation.

Deliverables:

- Proposals, presentations, etc., as requested

Activity 1.4 – Authority-Specific Front-End Document Modifications

Consultant shall work with the Authority's legal adviser to modify the following Standard City of La Porte Front-End documents as needed to apply specifically to the Authority:

- Document 00210 – Supplementary Instructions to Bidders
- Document 00610 – Performance Bond
- Document 00611 – Statutory Payment Bond
- Document 00612 – One-Year Maintenance Bond
- Document 00613 – One-Year Surface Correction Bond, and
- Document 00800 – Supplementary Conditions

Deliverables:

- Authority-Specific Front-End Documents

Activity 1.5 - Cost Controls, Reports, and Other Support Services

Consultant shall develop and institute general cost controls for the Projects. As part of this effort, Consultant will budget and record expenditures at the Task level, as requested by the Authority and/or the Authority's Designated Representative. These expenditures will be monitored monthly. Consultant will prepare a summary of budget expenditures and forecast for completion of each Task on a quarterly basis.

On an annual basis, if requested by the Authority and/or the Authority's Designated Representative, Consultant will provide a yearly Project Management Report. The report will contain a summary of the status, accomplishments, expenditures and upcoming activities of the Projects. This annual report also will address the status of the any goals established by the Authority and/or the Authority's Designated Representative.

Consultant shall provide other related support services as authorized by the Authority and/or the Authority's Designated Representative. Scope and budget for each service shall be prepared by Consultant for approval by the Authority and/or the Authority's Designated Representative.

Deliverables:

- Project cost controls and reporting
- Annual Project Management Report, as requested

Activity 1.6 – Board Meeting Attendance

Consultant shall attend scheduled Board meetings and provide updates on engineering design projects, as needed.

Deliverables:

- Project progress reports, as requested

EXHIBIT “A-1”

ENGINEERING DESIGN SERVICES

Consultant will perform the following Basic Services engineering design services for the Project. Services may include but are not limited to:

- Preliminary Engineering Report
- Final Engineering Design
- Site Visits
- Utility Coordination and Investigation
- Coordination with Stakeholders
- Plan Preparation – Title block, Cover, Index, General Notes, Drainage Area Map, Drainage Area Calculations, Infrastructure Design (roadway, sidewalk, channel, storm, water, sanitary, etc.), Typical Cross Sections, Plan & Profile Sheets, Earthwork & Cross Sections, Standard Details & Special Details, Sheet Layout
- Front End Specification & Technical Specifications
- Quality Control Reviews at each milestone
- Preliminary Engineering Construction Cost Estimate at project specific milestones
- Plan Submittals for review at project specific milestones
- Obtain necessary agency approvals
- Bid Phase Services – Preparation of Bid Documents, advertisement, pre-bid and pre-construction meetings, preparation of bid tab, recommendation of award

Consultant will perform the following Additional Services engineering design services for the Project. Services may include, but are not limited to:

- Survey – Topographic survey, boundary survey, platting
- Geotechnical Investigation (Subconsultant)
- Environmental Analysis and Permitting, if necessary (Subconsultant)
- Hydrologic and Hydraulic Analysis and Design
- Traffic Control Plan
- Storm Water Pollution Prevention Plan

EXHIBIT “B”

Description of Consultant Fees

FEES FOR BASIC CONSULTANT SERVICES

Authority will pay Consultant (1) for Basic Consultant Services not associated with a particular Project on a time and materials fee based on the rate schedule set forth on **Exhibit “C”**; and (2) for Basic Consultant Services associated with a particular Project as a lump sum fee for each Project, based on a detailed scope and level of effort and based on the rate schedule set forth on **Exhibit “C”**. No more than once each month during the term of this Agreement, Consultant shall submit an invoice to Authority for the Basic Consultant Services incurred but not previously invoiced and subject to payment. The invoice shall include a breakdown as to the type of Basic Consultant Services provided by task and hours spent. All invoices for Basic Consultant Services are subject to approval by the Authority and/or the Authority’s Designated Representative and are due and payable by check within thirty (30) days after such approval.

CONSULTANT’S SUBCONSULTANTS/CONTRACTORS

On a per Project basis, the Authority and/or the Authority’s Designated Representative may authorize Consultant to utilize subconsultants/contractors to assist in Consultant’s performance of its obligations under this Agreement. The fee to be charged to Authority for such services shall be in accordance with rate set forth on **Exhibit “C”**.

FEES FOR ENGINEERING DESIGN SERVICES

If Authority authorizes Consultant to provide Engineering Design Services pursuant to a Work Authorization, such Engineering Design Services will be performed as a lump sum fee for each Project, based on a detailed scope and level of effort and based on the rate schedule set forth on **Exhibit “C”**.

REIMBURSABLE EXPENSES

No more than once each month during the term of this Agreement, Consultant shall submit an invoice to Authority for the Reimbursable Expenses, in accordance with pursuant to the rates set out on **Exhibit “C”**, incurred but not previously invoiced and subject to payment. The invoice shall include a breakdown as to the type and cost of each expense item and copies of all receipts for each item included as a Reimbursable Expense. Invoices for Reimbursable Expenses are subject to approval by the Authority and are due and payable by check within thirty (30) days from the date of such approval; provided, however, the Authority’s Designated Representative shall have the authority to approve the following Reimbursable Expenses up to \$500 per month: travel, delivery, outside printing, postage and other reasonable and customary out-of-pocket expenses incurred in connection with this Agreement.

EXHIBIT “C”
SCHEDULE OF HOURLY RATES



	Classification	Rate per Hr.
1	Principal	\$275
2	Sr. Project Manager	\$225
3	Project Manager	\$180
4	Construction Manager	\$170
5	Senior Project Engineer	\$165
6	Project Engineer	\$150
7	GIS Specialist	\$130
8	Graduate Engineer	\$120
9	Senior Designer	\$125
10	Inspector	\$110
11	Project Administrator	\$110
12	CADD Tech	\$90
13	Administrative Assistant	\$85
14	Clerical	\$65

EXHIBIT “D”

Form of Work Authorization

**WORK AUTHORIZATION No. _____ FOR
La PORTE REDEVELOPMENT AUTHORITY**

This Work Authorization authorizes consultant services to be performed by _____ (the “Consultant”) pursuant to the Master Agreement for Professional Engineering Services (the “Agreement”) between the Consultant and La Porte Redevelopment Authority (the “Authority”). Unless otherwise defined herein, all capitalized terms used in this Work Authorization are defined in the Agreement.

This Work Authorization consists of the following:

- 1.0 PROJECT DESCRIPTION: <<*briefly describe project location and work, ie. Reconstruction of Main Street between Street A and Street B to include a full PS&E design package for the replacement of the existing 2-lane concrete roadway with a 4-lane concrete boulevard roadway including replacement of the existing sidewalks, traffic signals, storm sewers, water lines, and sanitary sewers (See **Attachment 1** for a detailed scope).*>>
- 2.0 PROJECT SCHEDULE: The Consultant will complete the work within XX days/weeks/months from execution of this Work Authorization (see **Attachment 2** for a detailed schedule).
- 3.0 FEE AND PAYMENT: The Consultant with complete the tasks in this Work Authorization for a lump sum amount of \$xx,xxx.xx (see **Attachment 3** for a detailed fee breakdown). Payment to the Consultant for the Services rendered in connection with the Project shall be made in accordance with **Exhibit “B”** to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Authorization as of _____, 20__.

AUTHORITY:
La PORTE
REDEVELOPMENT AUTHORITY

CONSULTANT:
GAUGE ENGINEERING, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



April 3, 2024

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

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 01

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 01 in the amount of \$73,539.00 for construction services rendered through March 31, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$73,539.00 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

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

Sincerely,

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

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 01

Estimate No. 1
Cut off Date 03/31/24
Estimate Date 04/03/23

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



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

Proj No. 75-19

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

Percentage By Time : 5.42% In Place : 3.28%
Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
Approved Extensions : 0
Total Contract Time : 240
Days Used to Date : 13
Days Remaining to Date : 227
Schedule Update Received :

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
2- Approved Change Orders

\$2,491,925.00

No.	Date	Ext.Days	Amount

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date

\$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$2,491,925.00

A. EARNINGS TO DATE

- 1- Work Completed to Date 3.28% Complete
2- Material Stored on Site \$0.00
3- Material Stored in Place \$0.00
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
5- Work Change Directives - In Place \$0.00

Current Month Billing \$81,710.00

\$81,710.00

TOTAL EARNINGS TO DATE \$81,710.00

B. DEDUCTIONS

- 1- Retainage 10% Of \$81,710.00 \$8,171.00
2- Retainage Release 0% Of \$81,710.00 \$0.00
3- Total Retainage \$8,171.00
4- Liquidated Damages 0.00 Days @ \$0.00
5- Assessments \$0.00
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$8,171.00

C. AMOUNT DUE THIS PERIOD

- 1- Total Earnings to Date \$81,710.00
2- Total Deductions \$8,171.00
3- Total Payments Due \$73,539.00
4- Less Previous Payments \$0.00
5- Restoration Adjustment \$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$73,539.00

BALANCE REMAINING \$2,410,215.00

Prepared By Taylor Risien, P.E. 4/3/2024
Date

Reviewed By Muhammad Ali, P.E. 4/3/2024
Date

Approved By: La Porte Redevelopment Authority
Date

ESTIMATE No. OneDate: 4/2/2024Sheet: 1 of 1

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:	3/18/2024	Through	3/31/2024
Contractor:	Carter Construction, LLC	Total Done To Date	\$81,710.00
Amount Retained:	\$8,171.00	Previous Payment	\$0.00
Total Deduction:	\$8,171.00	Total Due for Payment:	\$73,539.00

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

Date April 2, 2024

By

Paul Fowler, Project Manager

STATE OF TEXAS §

COUNTY OF CHAMBERS COUNTY §

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

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



(Notary Seal)

Notary Public in and for the State of Texas

My Commission Expires: 6-19-26

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

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

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

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

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

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

Total Contract Amount	\$ 2,491,925.00
Total Completed to Date	\$ 81,710.00
Less Agreed Retainage	\$ 8,171.00
Total Earned Less Retainage	\$ 73,539.00
Less Previous Payment Received	\$ 0.00
Amount Paid Incident to this Lien Waiver	\$ 73,539.00

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 April, 2024.

By: _____



Name: Paul Fowler

Title: Project Manager

STATE OF TEXAS §

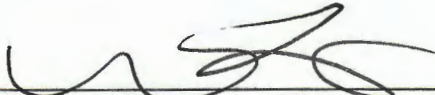
COUNTY OF CHAMBERS COUNTY §

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

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



(Notary Seal)



Notary Public in and for the State of Texas
Melissa Sims

Printed or Stamped Name of Notary

My Commission Expires: 6-19-26



APPLICATION FOR PAYMENT

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

Date: April 2, 2024

Estimate No.: 1

Estimate Period: begin 03/18/24 end 03/31/24

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

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1
2
3
4
5

Work Completed

Time Used



■ Work Completed
 ■ Work Balance Remaining



■ Days Used ■ Days Remaining

Original Contract Amount: \$ 2,491,925.00
Change Orders: \$ -
Current Contract Amount: \$ 2,491,925.00

TOTAL WORK COMPLETE: 3.3% \$ 81,710.00

COMPLETED CHANGE ORDER TOTAL: \$ -

BILLED INVENTORY: \$ -

TOTAL WORK COMPLETED INCL. CHANGE ORDERS: \$ 81,710.00

RETAINAGE (10%): \$ (8,171.00)

SUBTOTAL LESS RETAINAGE: \$ 73,539.00

LESS PREVIOUS ESTIMATES: \$ -

TOTAL AMOUNT DUE FOR PAYMENT: \$ 73,539.00

← \$ -

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED: Paul Fowler, Project Manager

SIGNED: Taylor Risien, P.E.

DATE: April 2, 2024

DATE: April 3, 2024

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project ESTIMATE NO.: 1 ESTIMATE PERIOD: 3/18/24 - 3/31/24

1

ESTIMATE PERIOD: 3/18/24 - 3/31/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	SITE PREPARATION AND EARTHWORK ITEMS:											
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00	0.35	\$33,600.00		\$0.00	0.35	\$33,600.00	35.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00	1.00	\$1,100.00		\$0.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00	1.67	\$46,760.00		\$0.00	1.67	\$46,760.00	74.89%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	SUBGRADE AND PAVING ITEMS:											
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	#REF!
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	0.50	\$250.00		\$0.00	0.50	\$250.00	6.25%
	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		\$0.00	0.00	\$0.00	0.00%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	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	1.00	LS	\$100,000.00	\$100,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	TOTALS				\$2,491,925.00		\$81,710.00		\$0.00		\$81,710.00	3.28%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

SIGNED:


Paul Fowler, Project Manager

DATE:

4-2-2024

ENGINEER: Gauge Engineering

SIGNED:


Taylor Risien, P.E.

DATE:

April 3, 2024

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

5. Receive Bookkeeper's Report and consider approval or other action regarding authority invoices.

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

	<u>Mar 24</u>	<u>Budget</u>	<u>Oct - Mar 24</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
Income					
4000 · Tax Increments - County	90,631.00	90,631.00	543,786.00	543,786.00	1,087,576.00
4010 · Tax Increments - City	203,739.00	203,739.00	1,222,434.00	1,222,434.00	2,444,871.00
4020 · Tax Increments - ISD	405,450.00	405,450.00	2,432,700.00	2,432,700.00	4,865,399.00
4100 · Interest Income	79,914.06	833.00	511,669.81	4,998.00	10,000.00
Total Income	<u>779,734.06</u>	<u>700,653.00</u>	<u>4,710,589.81</u>	<u>4,203,918.00</u>	<u>8,407,846.00</u>
Expenses					
TIRZ M&O Expenses					
6010 · Administration & Project Mgmt	2,000.00	2,000.00	14,000.00	12,000.00	24,000.00
6015 · Legal	0.00	1,167.00	11,690.00	7,002.00	14,000.00
6020 · Agreed Upon Procedures Report	0.00	917.00	0.00	5,502.00	11,000.00
6025 · Annual Audit	0.00	958.00	11,200.00	5,748.00	11,500.00
6040 · Operating Expenses	86.03	250.00	841.76	1,500.00	3,000.00
6045 · Bank Fees	216.60	183.00	685.80	1,098.00	2,200.00
6050 · Planning Services	0.00	1,250.00	0.00	7,500.00	15,000.00
Total TIRZ M&O Expenses	<u>2,302.63</u>	<u>6,725.00</u>	<u>38,417.56</u>	<u>40,350.00</u>	<u>80,700.00</u>
Transfers					
6101 · City Administration	10,187.00	10,187.00	61,122.00	61,122.00	122,244.00
6110 · Educational Facilities	127,943.00	127,943.00	767,658.00	767,658.00	1,535,321.00
Total Transfers	<u>138,130.00</u>	<u>138,130.00</u>	<u>828,780.00</u>	<u>828,780.00</u>	<u>1,657,565.00</u>
Capital Improvement Projects					
6131 · M Street Improvement Project	102,957.58	250,000.00	149,564.55	1,500,000.00	3,000,000.00
TIRZ Developer Reimbursements					
6152 · Beazer Homes Texas LP	0.00	0.00	0.00	132,928.00	132,928.00
6153 · Senior Associates	0.00	0.00	0.00	10,075.00	10,075.00
6154 · Jabez-LB1 LLC	0.00	0.00	0.00	178,706.00	178,706.00
6155 · Hawthorne at La Porte	0.00	0.00	0.00	594,289.00	594,289.00
6161 · 92 Fairmont Lakes, Inc.	0.00	0.00	305,805.87	314,980.00	314,980.00
Total TIRZ Developer Reimbursements	<u>0.00</u>	<u>0.00</u>	<u>305,805.87</u>	<u>1,230,978.00</u>	<u>1,230,978.00</u>
Total Capital Improvement Projects	<u>102,957.58</u>	<u>250,000.00</u>	<u>455,370.42</u>	<u>2,730,978.00</u>	<u>4,230,978.00</u>
Total Expenses	<u>243,390.21</u>	<u>394,855.00</u>	<u>1,322,567.98</u>	<u>3,600,108.00</u>	<u>5,969,243.00</u>
Net Income	<u><u>536,343.85</u></u>	<u><u>305,798.00</u></u>	<u><u>3,388,021.83</u></u>	<u><u>603,810.00</u></u>	<u><u>2,438,603.00</u></u>

La Porte Redevelopment Authority
Bank Registers
As of April 10, 2024

	Type	Date	Num	Name	Memo	Amount	Balance
1001	Amegy Bank Operating						20,859,194.48
	Check	03/21/2024		Amegy Bank	March Acct Analysis Fee	-216.60	20,858,977.88
	Deposit	03/31/2024			March Interest Capitalization	79,914.06	20,938,891.94
	Bill Pmt -Check	04/10/2024	1005	Carter Construction, LLC	Job #2323 - Payment Application #1	-73,539.00	20,865,352.94
	Bill Pmt -Check	04/10/2024	1006	Gauge Engineering	Proj 1299-M Street-CPS, CMT, CM&I	-21,247.58	20,844,105.36
	Bill Pmt -Check	04/10/2024	1007	Hawes Hill & Associates LLP	March 2024 Prof Consulting & Admin Fee	-2,086.03	20,842,019.33
	Total 1001 - Amegy Bank Operating						-17,175.15 20,842,019.33
TOTAL						-17,175.15	20,842,019.33



April 3, 2024

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

Reference: M Street Improvement Project
Proj. No. 75-19
Carter Construction, LLC. Payment No. 01

Dear Mr. Janda:

Carter Construction, LLC has submitted estimate No. 01 in the amount of \$73,539.00 for construction services rendered through March 31, 2024. Based on our review, Carter Construction has complied with all requirements stated in the estimate and we recommend payment of \$73,539.00 to Carter Construction.

The following billing information is to be used for payment:

Carter Construction, LLC
7615 FM 3180
Baytown, TX 77523

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

Sincerely,

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

Muhammad Ali, P.E.
Principal

Enclosures: Carter Construction Pay Est. No. 01

Paid by Check #1005

Estimate No. 1
Cut off Date 03/31/24
Estimate Date 04/03/23

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



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

Proj No. 75-19

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

CONTRACT TIME IN CALENDAR DAYS

Original Contract Time : 240
Approved Extensions : 0
Total Contract Time : 240
Days Used to Date : 13
Days Remaining to Date : 227
Schedule Update Received :

Percentage By Time : 5.42% In Place : 3.28%
Date Insurance Exp. : 1/24/2025 Drug Policy Due Date: N/A

CONTRACT AMOUNT TO DATE :

- 1- Original Contract Amount
2- Approved Change Orders

\$2,491,925.00

No.	Date	Ext.Days	Amount

Total Approved Extensions

0

Total Change Orders to Date

\$0.00

- 3- Approved Work Change Directives

No.	Date	Ext.Days	Amount

Total Pending Work Change Directives to Date \$0.00

TOTAL CONTRACT AMOUNT (excludes WCDs)

\$2,491,925.00

A. EARNINGS TO DATE

1- Work Completed to Date 3.28% Complete
2- Material Stored on Site \$0.00
3- Material Stored in Place \$0.00
4- Balance-Materials Accepted Not in Place \$0.00 @ 85%
5- Work Change Directives - In Place \$0.00

Current Month Billing \$81,710.00
\$81,710.00

TOTAL EARNINGS TO DATE \$81,710.00

B. DEDUCTIONS

1- Retainage 10% Of \$81,710.00 \$8,171.00
2- Retainage Release 0% Of \$81,710.00 \$0.00
3- Total Retainage \$8,171.00
4- Liquidated Damages 0.00 Days @ \$0.00
5- Assessments \$0.00
6- Inspector Overtime Costs \$0.00

TOTAL DEDUCTIONS \$8,171.00

C. AMOUNT DUE THIS PERIOD

1- Total Earnings to Date
2- Total Deductions
3- Total Payments Due
4- Less Previous Payments
5- Restoration Adjustment

\$81,710.00

\$8,171.00

\$73,539.00

\$0.00

\$0.00

TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$73,539.00

BALANCE REMAINING \$2,410,215.00

Prepared By Taylor Risien, P.E. 4/3/2024 Date

Reviewed By Muhammad Ali, P.E. 4/3/2024 Date

Approved By: La Porte Redevelopment Authority Date

Paid by Check #1005

ESTIMATE No. One

Job No 2323

Date 4/2/2024Sheet: 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	3/18/2024	Through	3/31/2024
Contractor:	Carter Construction, LLC	Total Done To Date	\$81,710.00
Amount Retained	\$8,171.00	Previous Payment	\$0.00
Total Deduction	\$8,171.00	Total Due for Payment:	\$73,539.00

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

Date April 2, 2024

By

Paul Fowler, Project Manager

STATE OF TEXAS §

57

COUNTY OF CHAMBERS COUNTY §

52

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

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



(Notary Seal)

Notary Public in and for the State of Texas

My Commission Expires: 6-19-26

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

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

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

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

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

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

Total Contract Amount	\$ 2,491,925.00
Total Completed to Date	\$81,710.00
Less Agreed Retainage	\$ 8,171.00
Total Earned Less Retainage	\$ 73,539.00
Less Previous Payment Received	\$ 0.00
Amount Paid Incident to this Lien Waiver	\$ 73,539.00

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 April, 2024.

By: _____



Name: Paul Fowler

Title: Project Manager

STATE OF TEXAS §

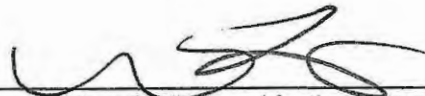
COUNTY OF CHAMBERS COUNTY §

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

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



(Notary Seal)



Notary Public in and for the State of Texas
Melissa Sims

Printed or Stamped Name of Notary

My Commission Expires: 6-19-26



APPLICATION FOR PAYMENT

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

Date: April 2, 2024

Estimate No.: 1

Estimate Period: begin 03/18/24 end 03/31/24

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

Carter Constr. Job No.: 2323

CONTRACT FOR: M Street Improvement Project

PAYMENTS

1
2
3
4
5

Work Completed



■ Work Completed
■ Work Balance Remaining

Time Used



■ Days Used ■ Days Remaining

Original Contract Amount: \$ 2,491,925.00
Change Orders: \$ -
Current Contract Amount: \$ 2,491,925.00

TOTAL WORK COMPLETE: 3.3% \$ 81,710.00
COMPLETED CHANGE ORDER TOTAL: \$ -
BILLED INVENTORY: \$ -
TOTAL WORK COMPLETED INCL. CHANGE ORDERS: \$ 81,710.00
RETAINAGE (10%): \$ (8,171.00)
SUBTOTAL LESS RETAINAGE: \$ 73,539.00

LESS PREVIOUS ESTIMATES: \$ -

TOTAL AMOUNT DUE FOR PAYMENT: \$ 73,539.00

Contractor: Carter Construction, LLC

Engineer: Gauge Engineering

SIGNED:

Paul Fowler, Project Manager

DATE: April 2, 2024

SIGNED:

Taylor Risien, P.E.

DATE: April 3, 2024

Paid by Check #1005

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 1

ESTIMATE PERIOD: 3/18/24 - 3/31/24

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	SITE PREPARATION AND EARTHWORK ITEMS:											
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00	0.35	\$33,600.00		\$0.00	0.35	\$33,600.00	35.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00	1.00	\$1,100.00		\$0.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00	1.67	\$46,760.00		\$0.00	1.67	\$46,760.00	74.89%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00		\$0.00	0.00	\$0.00	0.00%
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		\$0.00	0.00	\$0.00	0.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	SUBGRADE AND PAVING ITEMS:											
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	#REF!
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	0.50	\$250.00		\$0.00	0.50	\$250.00	6.25%
	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%

Paid by Check #1005

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DRAINAGE ITEMS:											
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50	\$0.00	\$0.00	0.00	\$0.00	0.00%	
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00	EA	\$9,500.00	\$28,500.00	\$0.00	\$0.00	0.00	\$0.00	0.00%	

STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00 0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00		\$0.00	0.00	\$0.00 0.00%
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		\$0.00	0.00	\$0.00 0.00%
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		\$0.00	0.00	\$0.00 0.00%
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		\$0.00	0.00	\$0.00 0.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00 0.00%
67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00 0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	MO	\$2,000.00	\$16,000.00		\$0.00		\$0.00	0.00	\$0.00 0.00%
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	1.00	LS	\$100,000.00	\$100,000.00		\$0.00		\$0.00	0.00	\$0.00 0.00%
TOTALS											
					\$2,491,925.00		\$81,710.00		\$0.00		\$81,710.00 3.28%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

SIGNED:

Paul Fowler, Project Manager

DATE:

4-2-2024

ENGINEER: Gauge Engineering

SIGNED:

Taylor Risien, P.E.

DATE:

April 3, 2024

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

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

Invoice number 3078
 Date 04/02/2024
 Project 1299 M STREET - CPS, CMT, CM&I

Professional Services Provided Through March 31, 2024

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Construction Phase Services						
Construction Phase Services (9 months)	49,140.00	12.00	1,105.65	5,896.80	43,243.20	4,791.15
Printing and Reproduction/Mileage/Deliveries	1,835.50	10.00	183.55	183.55	1,651.95	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	28.04	13,289.20	18,080.35	46,395.15	4,791.15
Construction Materials Testing						
Construction Materials Testing & Inspection - Terracon	109,664.50	0.00	0.00	0.00	109,664.50	0.00
Construction Management & Inspection						
Construction Management	35,360.00	3.00	0.00	1,060.80	34,299.20	1,060.80
Construction Inspection	181,125.00	8.50	0.00	15,395.63	165,729.37	15,395.63
Expenses	8,100.00	0.00	0.00	0.00	8,100.00	0.00
Subtotal	224,585.00	7.33	0.00	16,456.43	208,128.57	16,456.43
Total	398,725.00	8.66	13,289.20	34,536.78	364,188.22	21,247.58

Invoice total **21,247.58**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3078	04/02/2024	21,247.58	21,247.58				
	Total	21,247.58	21,247.58	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

Paid by Check #1006



PO BOX 22167
Houston, TX 77227-2167

INVOICE

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

INVOICE 1945
DATE 04/01/2024

DESCRIPTION	AMOUNT
Professional Consulting and Administration Fee: March 2024	2,000.00
In-House Postage, Photocopies, Binding, Etc.: March 2024	86.03
<hr/>	
BALANCE DUE	\$2,086.03

Paid by Check #1007

LA PORTE RDA/TIRZ #1

In-house Postage, Photocopies, Binding, etc.

Postage

Date	Amount
3/18/2024	\$ 1.28

\$ 1.28

Photocopies @ \$0.15

Date	Pages	Amount
3/11/2024	465	\$ 69.75

Total \$ 69.75

Color Photocopies @ \$0.50

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

Binding sets @ \$1.00

Date	Sets	Amount
3/11/2024	15	\$ 15.00

Total \$ 15.00

Total, all Items	
Postage	\$ 1.28
Photocopies	\$ 69.75
Color Photocopies	\$ -
Binding sets	\$ 15.00
TOTAL	<u>\$ 86.03</u>

Paid by Check #1007

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

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

LA PORTE REDEVELOPMENT AUTHORITY,
CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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