Agendas and Agenda Materials Meetings of the Boards of Directors

La Porte Redevelopment Authority



La Porte Tax Increment Reinvestment Zone

August 8, 2024



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

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

AGENDA

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

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



David W. Hawes, Executive Director

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

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

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

June 13, 2024

DETERMINE QUORUM; CALL TO ORDER.

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

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

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

RECEIVE PUBLIC COMMENTS.

There were no public comments.

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

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

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

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

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

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

RECEIVE UPDATE AND RECOMMENDATIONS REGARDING CAPITAL IMPROVEMENTS PROGRAM:

a. Receive updates and recommendations from Gauge Engineering.

i. Feasibility Study

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

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

ii. Lakes at Fairmont Green

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

iii. M. Street Improvements

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

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

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

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

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

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

None.

BOARD MEMBER COMMENTS.

a. Matters appearing on agenda; and

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

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

ADJOURNMENT.

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

Secretary

AGENDA MEMORANDUM

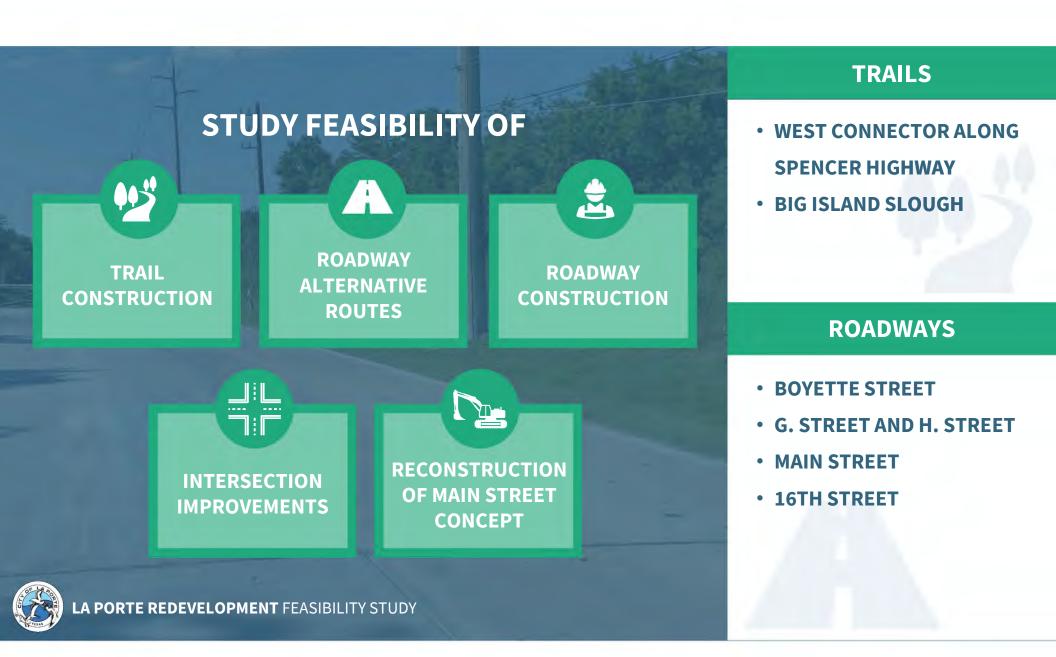
- TO: La Porte Redevelopment Authority Board of Directors
- FROM: Executive Director

SUBJECT: Agenda Item Materials

- 4. Receive update and recommendations regarding Capital Improvements Program:
 - a. Receive updates and recommendations from Gauge Engineering.
 - i. Feasibility Study.
 - ii. Lakes at Fairmont Green.
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 - 1. Ratify Pay Application No. 4, M Street Improvements, from Carter Construction LLC.
 - 2. Consider Pay Application No. 5 M Street Improvements, from Carter Construction LLC



G and H Street Study /



WEST CONNECTOR

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





WEST CONNECTOR ALONG SPENCER HIGHWAY

ALTERNATIVES

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



NORTH SIDE FACING EAST



SOUTH SIDE FACING EAST







BIG ISLAND SLOUGH

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





A BIG ISLAND SLOUGH

ALTERNATIVES

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



WEST SIDE (NORTH OF FAIRMONT PARKWAY LOOKING SOUTH)



EAST SIDE (NORTH OF SPENCER HIGHWAY LOOKING NORTH)

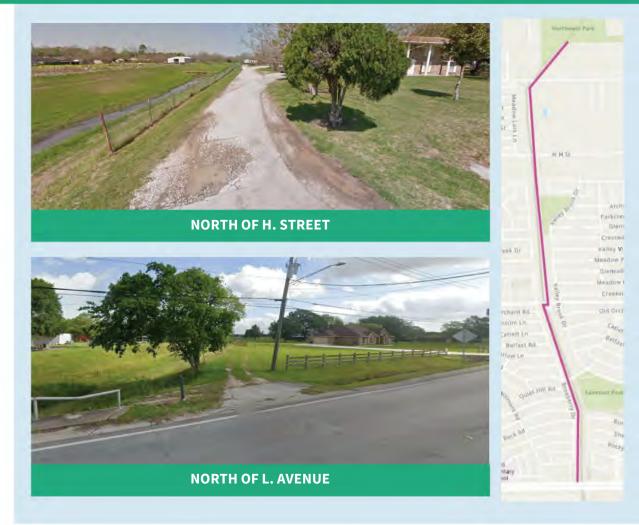


A BIG ISLAND SLOUGH

ALTERNATIVE 3

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



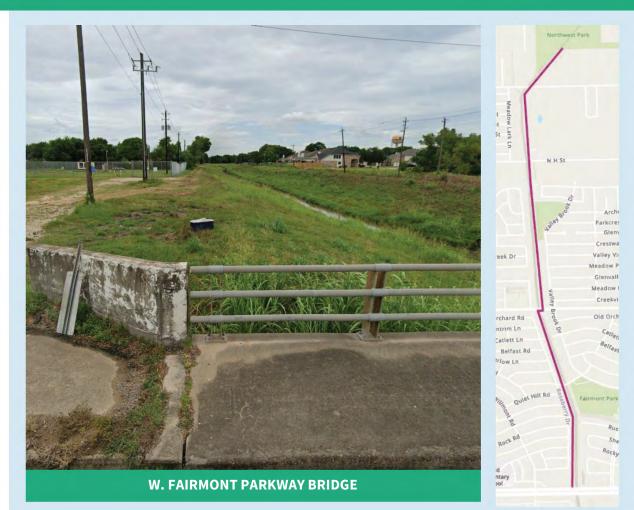


BIG ISLAND SLOUGH

STREET CROSSINGS

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



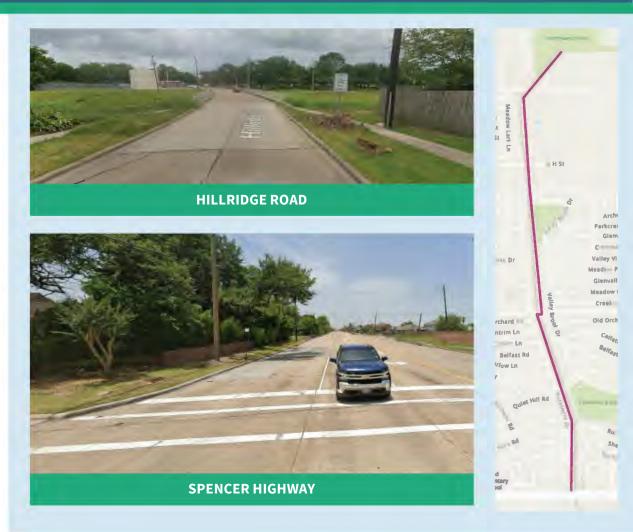


A BIG ISLAND SLOUGH

STREET CROSSINGS

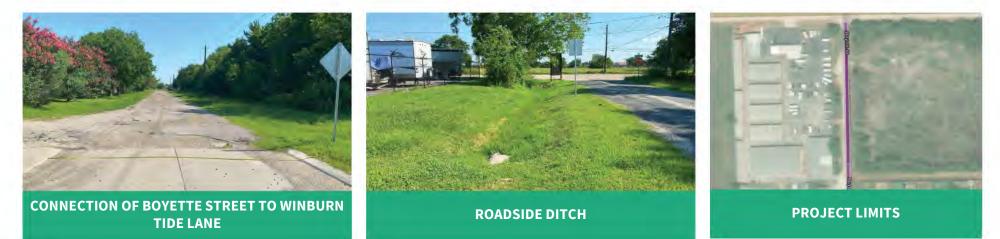
- W. FAIRMONT PARKWAY
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 - CROSSWALK AT VALLEY BROOK DRIVE SIGNAL
- AVENUE L
 - MID-BLOCK CROSSING
- NORTHWEST PARK
 - END TRAIL FOR FUTURE CONNECTION





A BOYETTE STREET

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



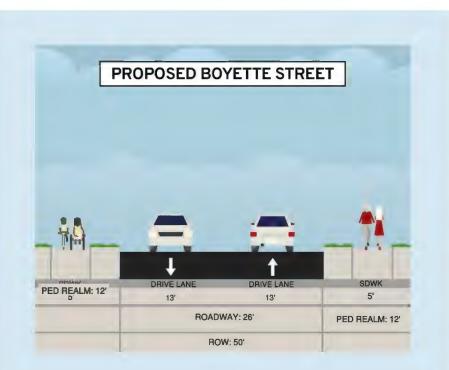


BOYETTE STREET TYPICAL SECTION



- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES





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

G. STREET AND H. STREET

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





G. STREET AND H. STREET

ROUTE ALTERNATIVES

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



LA PORTE REDEVELOPMENT FEASIBILITY STUDY



ALTERNATIVE 1



ALTERNATIVE 2



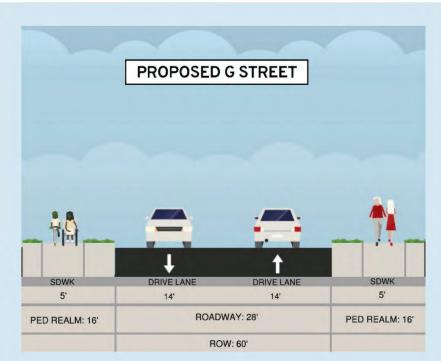
ALTERNATIVE 3

G. STREET AND H. STREET TYPICAL SECTIONS



- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES





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

A MAIN STREET

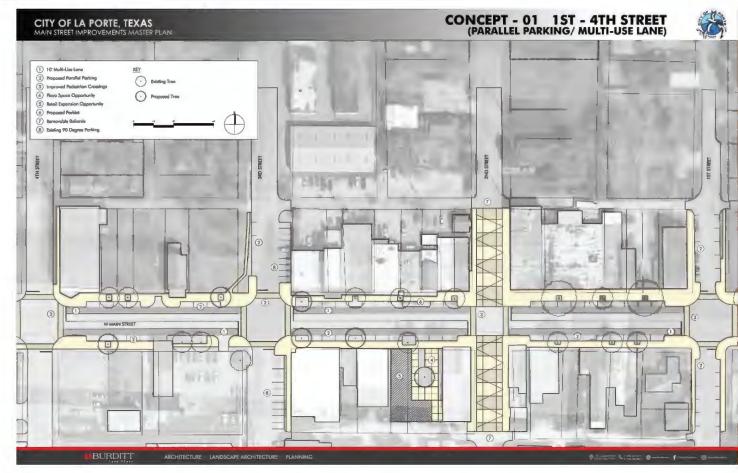
- FROM 1st TO 4th
- FEASIBILITY OF CONCEPT





A MAIN STREET

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





A 16TH STREET

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





16TH STREET PROJECT LIMITS

A 16TH STREET

ROUTE ALTERNATIVES

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



HIGHWAY 146 (ALT 1)



16TH STREET TYPICAL SECTIONS



- 2 TRAVEL LANES
- POOR PAVEMENT CONDITION
- ROADSIDE DITCHES





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

16TH STREET AT SPENCER HIGHWAY

• EXISTING CONDITIONS

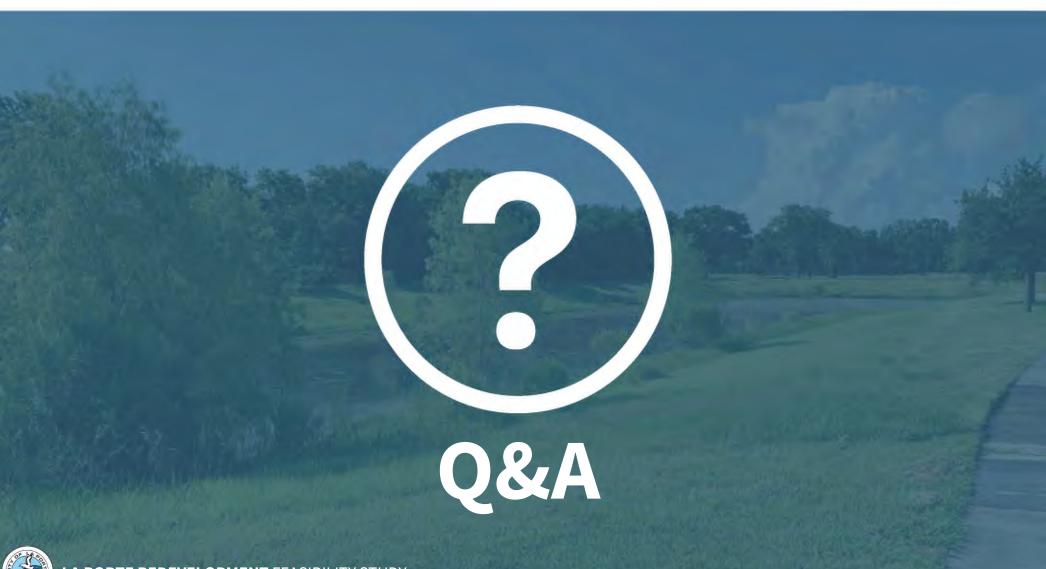
- SIGNIFICANT DAMAGE TO THE CURBS
- INTERSECTION IMPROVEMENTS
 - 16th STREET AT SPENCER HIGHWAY
 - PROPOSED LEFT TURN LANE
 - INCREASE INTERSECTION RADII













LAKES AT FAIRMONT GREEN DETENTION BASIN

BOARD MEETING: AUGUST 8, 2024



BACKGROUND

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





LAKES AT FAIRMONT GREEN DETENTION BASIN

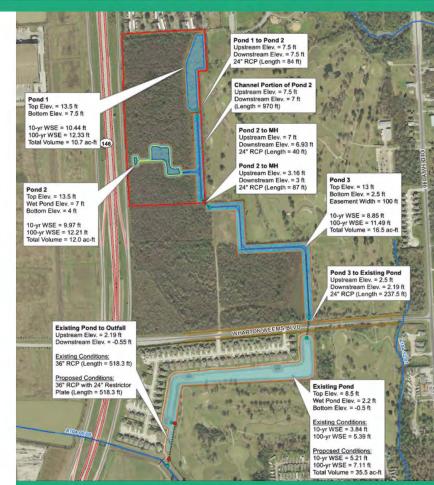
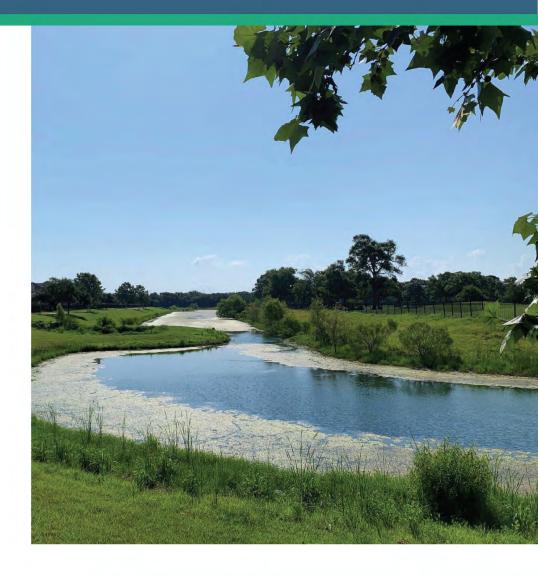


FIGURE TAKEN FROM FAIRMONT GREENS NORTH DRAINAGE IMPACT STUDY REPORT (DEC, 2019)



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





LAKES AT FAIRMONT GREEN DETENTION BASIN





INSTALL AERATION SYSTEM TO IMPROVE CIRCULATION AND REDUCE ALGAE.

REMOVE NON-FUNCTIONAL SEDIMENT FOREBAYS (CHOKE POINTS).



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



KEEP INFLOW AND OUTFLOW PIPES CLEAR OF SEDIMENT AND VEGETATION.

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



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



LAKES AT FAIRMONT GREEN DETENTION BASIN



- Need survey to estimate costs involving earthwork.
 - Removing sediment forebays
 - De-silting pond bottom
- Recommendations memo includes typical costs for vegetation management at large scale. However, HOA vendor costs may differ.
- Implementation
 - Aeration will have the most immediate impact on water quality and aesthetics. Costs vary widely depending on system type and maintenance requirements.
 - Keep basin outfall and floatable collection screen clear low cost, immediate benefit.
 - Conduct survey to determine whether earthwork is needed to improve basin performance.



PROGRESS REPORT— JULY 2024

M STREET IMPROVEMENT PROJECT

Project No. 75-19

PROJECT LOCATION

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

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

PROJECT BACKGROUND

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

PROJECT OBJECTIVES

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

PROJECT STATUS

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

NEXT STEPS

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



<u>FUNDING</u>

• La Porte Redevelopment Authority (TIRZ #1)



PROGRESS REPORT— JULY 2024 M STREET IMPROVEMENT PROJECT

240 Days

March 18, 2024

uqe

Project No. 75-19

CONSTRUCTION TIME

Original Contract Time: Notice to Proceed Date:



La Porte Redevelopment Authority (TIRZ #1)

PAYMENT ESTIMATES

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

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

CONTACT INFORMATION

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

PROGRESS PHOTOS



Wet Connection Installation



Hauling and Disposing of Soil Offsite



TCP Maintenance



Site Preparation



July 2, 2024

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

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

Dear Mr. Janda:

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

The following billing information is to be used for payment:

Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523

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

Sincerely,

Muhammad Ali, P.Ě. Principal

Enclosures: Carter Construction Pay Est. No. 04

La Porte Redevelopment Authority

Date

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



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

ESTIMATE No. Four

			Job No <u>2323</u> Date: <u>7/2/2024</u>				
			Sheet: of				
Project Name:	M Street Improvement Project	Owner:	La Porte Redevelopment Authority				
Contract Awarded:	11/16/2023	Total Contract Amount:	\$2,491,925.00				
Covering Period:	6/1/2024	Through	6/30/2024				
Contractor:	Carter Construction, LLC	Total Done To Date:	\$1,657,736.80				
Amount Retained:	\$165,773.68	Previous Payment:	\$1,289,409.12				
Total Deduction:	\$1,455,182.80	Total Due for Payment:	\$202,554.00				

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

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

_ f	By hand tank
	Paul Fowler, Project Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 2nd day of July 2024.

By:	hand tach
Name:	Paul Fowler
Title:	Project Manager

STATE OF TEXAS §
COUNTY OF CHAMBERS COUNTY §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _2nd _ day of _July, 2024_

Notary Rublic in and for the State of Texas The second secon Printed or Stamped Name of Notary ALL DATE DATE OF THE OWNER OF THE 0-19-26 My Commission Expires

(Notary Seal)



APPLICATION FOR PAYMENT

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

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 4

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

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT
	SITE PREPARATION AND EARTHWORK ITEMS:											
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00	12.00	\$300.00		\$0.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00	150.00	\$2,250.00		\$0.00	150.00	\$2,250.00	29.64%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50	160.00	\$400.00		\$0.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00	1.00	\$600.00		\$0.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00	58.00	\$870.00		\$0.00	58.00	\$870.00	362.50%
	SUBGRADE AND PAVING ITEMS:											<u> </u>
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6.000.00	lev	\$5.00	\$30.000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Line Stabilized Subgrade Manipulation, 6 Thick	125.00		\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00		\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	
13	Reinforced Concrete Pavement (Road). 6" Thick	5,144.00		\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	
14	Bank Run Sand. 2" Thick	32.00	1 1	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	
15	Reinforced Concrete Retaining Wall	61.00	1 1	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00		\$32.00	\$2.784.00		\$0.00		\$0.00	0.00	\$0.00	
17	Reinforced Concrete Curbs, 6"	3.200.00		\$4.50	\$14.400.00		\$0.00		\$0.00	0.00	\$0.00	
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00		\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	
19	Reinforced Concrete Sidewalk, 4" Thick	1.694.00		\$9.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	
20	Concrete ADA Ramp Type 7	6.00	1	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	
20		0.00		\$1,600.00	\$9,000.00		\$U.UU			0.00	φ 0.00	0.00%
	TRAFFIC CONTROL ITEMS:											<u> </u>
24		0.00	мо	\$500.00	¢4.000.00	1.00	\$500.00	2.50	¢1 250 00	3.50	\$1,750.00	43.75%
21	Traffic Control and Regulation	0.00		00.00 6	\$4,000.00	1.00	\$300.00	2.50	\$1,250.00	3.50	φ1,750.00	43.75%
	SIGNING AND STRIPING ITEMS:											
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
24	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	DRAINAGE ITEMS:		$\left \right $									<u> </u>
07		1 464 00		#2 50	#E 440 E0	160.00	\$507 00	1000.00	#E 604 00	1769.00	#c 190 00	101.040
	Trench Safety System 5-10'	1,461.00		\$3.50	\$5,113.50	162.00	\$567.00	1606.00	\$5,621.00	1768.00		121.01%
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	16	\$120.00	\$960.00	8.00	\$960.00		\$0.00	8.00	\$960.00	100.00%

29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00	55.00	\$7,425.00		\$0.00	55.00	\$7,425.00	91.67
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00	36.00	\$4,860.00	374.00	\$50,490.00	410.00	\$55,350.00	99.5 ⁻
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00	30.00	\$5,100.00		\$0.00	30.00	\$5,100.00	100.00
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00	2.00	\$7,400.00		\$0.00	2.00	\$7,400.00	100.00
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00	1.00	\$3,600.00	2.00	\$7,200.00	3.00	\$10,800.00	100.00
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.0
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00	1.00	\$6,100.00	1.00	\$6,100.00	2.00	\$12,200.00	100.0
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.0
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.0
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00	0.50	\$2,700.00	2.00	\$10,800.00	2.50	\$13,500.00	50.0
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00	0.50	\$2,100.00	1.00	\$4,200.00	1.50	\$6,300.00	50.0
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.0
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00	2.00	\$6,000.00		\$0.00	2.00	\$6,000.00	100.0
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.0
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.0
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.0
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.0
	WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	407.00	\$814.00	807.00	\$1,614.00	1214.00	\$2,428.00	97.7
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00		\$6,500.00	\$6,500.00	1.00	\$6,500.00		\$0.00	1.00	\$6,500.00	
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00		\$6,800.00	\$34,000.00	3.00	\$20,400.00	2.00	\$13,600.00	5.00	\$34,000.00	
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00		\$24.00	\$816.00	35.00	\$840.00	2.00	\$0.00	35.00	\$840.00	
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00		\$122.00	\$145,180.00	389.00	\$47,458.00	774.00	\$94,428.00	1163.00	\$141,886.00	
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00		\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	
53	12-inch Diameter Wet Connection	2.00		\$2,600.00	\$5,200.00	2.00	\$5,200.00		\$0.00	2.00	\$5,200.00	
<u>54</u>	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00		\$600.00	\$1,200.00	2.00	\$1,200.00		\$0.00	2.00	\$1,200.00	
55	Adjust Existing Valve Box to New Grade	4.00		\$150.00	\$600.00	2.00	\$0.00		\$0.00	0.00	\$0.00	0.0
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00		\$96.00	\$38,016.00	403.00	\$38,688.00		\$0.00	403.00	\$38.688.00	1
<u>50</u> 57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00		\$68.00	\$3,128.00	46.00	\$3,128.00		\$0.00	46.00	\$3,128.00	
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	40.00		\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$3,128.00	
		2.00		\$600.00		1.00			\$0.00	1.00		
<u>59</u>	Adjust Existing Manhole Frame and Cover to New Grade	2.00			\$1,200.00		\$600.00				\$600.00	
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00		\$9,500.00	\$28,500.00	3.00	\$28,500.00		\$0.00	3.00	\$28,500.00	100.0
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61		4,500.00	ev	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.0
01	Sodding	4,500.00	131	\$5.00	\$22,500.00				\$0.00	0.00	\$0.00	0.0
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.0
	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost											
<u>63</u>	for removal)	99.00		\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.4
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.0
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.0
	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00		\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.0

	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00 E	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00 M	мо	\$2,000.00	\$16,000.00	1.00	\$2,000.00	2.50	\$5,000.00	3.50	\$7,000.00	43.75%
	EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):											
69	Borrow (Min. Bid \$10/CY)	400.00 0	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00 L	_F	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00 H	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
_					_							
	CASH ALLOWANCE:							-				
72	Cash Allowance (see additional work items summary page)	1.00 L	S	\$100,000.00	\$100,000.00	0.144	\$14,400.00	0.08	\$8,200.00	0.23	\$22,600.00	22.60%
	TOTALS				\$2,491,925.00		\$225,060.00		\$1,432,676.80		\$1,657,736.80	66.52%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

a

Paul Fowler, Project Manager

DATE:

SIGNED:

7-2-2024

ENGINEER: Gauge Engineering

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

	Addit	ional N	Nork	te	ms S	Sur	mmary	(Field C	Ch	anges)							
	M Street Improvement Project ESTIMATE PC: 4 ESTIMATE PERIOD: 6/1/24 - 6/30/24																
BID ITEM	DESCRIPTION	BID QTY.	UNIT	-	JNIT RICE		TOTAL	QUANTITY THIS PERIOD		AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS		AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	A	OTAL MOUNT DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72																
-	Waterline Offset (RFI 2323-02)																
	Exploratory excavation to locate existing WL	1.00	LS	\$	600.00	\$	600.00		\$	-	1.00	\$	600.00	1.00	\$	600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA		400.00		400.00		\$			\$	-	0.00	\$	-	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$	50.00	\$	1,000.00		\$		20.00	\$	1,000.00	20.00	\$	1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,	,500.00	\$	1,500.00		\$			\$	-	0.00	\$	-	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$	200.00	\$	7,000.00		\$	-	33.00	\$	6,600.00	33.00	\$	6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)																
78	Adjust Existing Storm Manhole	1.00	EA	\$	600.00	\$	600.00		\$	-		\$	-	0.00	\$	-	0.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$	300.00	\$	14,400.00	48.00	\$	14,400.00		\$	-	48.00	\$	14,400.00	100.00%
	TOTALS						\$25,500.00			\$14,400.00			\$8,200.00		<u> </u>	22,600.00	88.63%



July 30, 2024

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

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

Dear Mr. Janda:

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

The following billing information is to be used for payment:

Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523

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

Sincerely,

Muhammad Ali, P.Ě. Principal

Enclosures: Carter Construction Pay Est. No. 05

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



	Street Improvement Project		
	rter Construction, LLC 15 FM 3180, Baytown, TX 77523		Proj No. 75-19
	· · · · , · · , · · · · ·		CONTRACT TIME IN CALENDAR DAYS
Contract Date	: 1/25/2024		Original Contract Time : 240
Start Date	: 3/18/2024		Approved Extensions : 0
Current Contract Completion Date	: 11/13/2024		Total Contract Time : 240
Percentage By Time	54.17% In Place :	66.89%	Days Used to Date : 130 Days Remaining to Date : 110
• •	4/2025 Drug Policy Due D		Schedule Update Received
CONTRACT AMOUNT TO DATE :			
1- Original Contract Amount			\$2,491,925.00
2- Approved Change Orders		Fut Dava	American
	No. Date	Ext.Days	Amount
	Total Approved Extentions	0	Total Change Orders to Date \$0.00
2 Approved Work Change Directi		v	
3- Approved Work Change Directiv	No. Date	Ext.Days	Amount
	Total Pe	ending Work Change Directives to	D Date \$0.00
		0 0	TOTAL CONTRACT AMOUNT (excludes WCDs) \$2,491,925.00
A. EARNINGS TO DATE	00.001/	Current Mo	
 1- Work Completed to Date 2- Material Stored on Site 		Complete 0.00	\$1,666,784.80
3- Material Stored in Place		0.00	
4- Balance-Materials Accepted No		0.00 @ 85%	\$0.00
5- Work Change Directives - In Pla	ace		\$0.00
B. DEDUCTIONS			TOTAL EARNINGS TO DATE \$1,666,784.80
1- Retainage 10%	Of \$1,666,784.80	\$166,678.48	
2- Retainage Release 0%	Of \$1,666,784.80	\$0.00	
3- Total Retainage			\$166,678.48
4- Liquidated Damages5- Assessments	0.00 Days @		\$0.00 \$0.00
6- Inspector Overtime Costs			\$0.00
			TOTAL DEDUCTIONS \$166,678.48
C. AMOUNT DUE THIS PERIOD 1- Total Earnings to Date			¢4 000 704 00
2- Total Deductions			\$1,666,784.80 \$166,678.48
3- Total Payments Due			\$1,500,106.32
4- Less Previous Payments			\$1,491,963.12
5- Restoration Adjustment			\$0.00
			TOTAL AMOUNT DUE CONTRACTOR THIS DATE \$8,143.20
		L	BALANCE REMAINING \$825,140.20
	11		
	1 M		TOA
Prepared By	1. fri 7/30/20	24 Review	wed By 7/30/2024
Taylor Risien, P.E	Date		Muhammad Ali, P.E. Date
	V		
Approved By:	8/8/202	24	

La Porte Redevelopment Authority

Date

ESTIMATE No. Five

			Job No. 2323 Date: 7/30/2024
			Sheet: of
Project Name:	M Street Improvement Project	Owner:	La Porte Redevelopment Authority
Contract Awarded:	11/16/2023	Total Contract Amount:	\$2,491,925.00
Covering Period:	7/1/2024	Through	7/26/2024
Contractor:	Carter Construction, LLC	Total Done To Date	\$1,666,784.80
Amount Retained:	\$166,678.48	Previous Payment:	\$1,491,963.12
Total Deduction	\$1,658,641.60	Total Due for Payment:	\$8,143.20

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

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

Date July 30, 2024		Ву	hand task
			Paul Fowler, Project Manager
STATE OF TEXAS	§		
COUNTY OF CHAMBERS COUNTY	§		

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared

Paul Fowler known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _30th day of ______ July ____ 2024 GIVEN UNDER MY HAN

Notary Public in and for the State of Texas

My Commission Expires: 08.05.26

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 30th day of July 2024.

By:	Carl tach
Name:	Paul Fowler
Title:	Project Manager

STATE OF TEXAS

COUNTY OF CHAMBERS COUNTY §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ______ day of ______ July, 2024 _____

§



(Notary Seal)

Notary Public in and for the State of Texas

Printed or Stamped Name of Notary

My Commission Expires 08.05,26



APPLICATION FOR PAYMENT

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

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 5

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

BID ITEM	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT
	SITE PREPARATION AND EARTHWORK ITEMS:											
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.00%
2	Project Sign	1.00	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.00%
3	Clearing and Grubbing	2.23	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.00%
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00		\$0.00	12.00	\$300.00	12.00	\$300.00	92.31%
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00		\$0.00	150.00	\$2,250.00	150.00	\$2,250.00	29.64%
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50		\$0.00	160.00	\$400.00	160.00	\$400.00	59.04%
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00		\$0.00	1.00	\$600.00	1.00	\$600.00	100.00%
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00		\$0.00	58.00	\$870.00	58.00	\$870.00	362.50%
	SUBGRADE AND PAVING ITEMS:											
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6.000.00	SY	\$5.00	\$30.000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
11	Lime Slurry (8% by Dry Weight)	125.00		\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	
12	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	1 1	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	
13	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	1 1	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	
14	Bank Run Sand, 2" Thick	32.00	1 1	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	
	Reinforced Concrete Retaining Wall	61.00	1	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	
16	Cement Stabilized Sand, Complete in Place 6" Thick	87.00		\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	
17	Reinforced Concrete Curbs, 6"	3,200.00		\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	
18	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	
19	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
											·	
	TRAFFIC CONTROL ITEMS:											
21	Traffic Control and Regulation	8.00	мо	\$500.00	\$4,000.00	1.00	\$500.00	3.50	\$1,750.00	4.50	\$2,250.00	56.25%
	SIGNING AND STRIPING ITEMS:											
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	FA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2.942.00	1	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	
	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00		\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	1 1	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	
	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00 EA		\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	
	DRAINAGE ITEMS:											
27	Trench Safety System 5-10'	1,461.00		\$3.50	\$5,113.50		\$0.00	1768.00	\$6,188.00	1768.00	\$6,188.00	
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00		\$0.00	8.00	\$960.00	8.00	\$960.00	100.00%

29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00	LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.0
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00	LF	\$135.00	\$8,100.00		\$0.00	55.00	\$7,425.00	55.00	\$7,425.00	91.6
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00	LF	\$135.00	\$55,620.00		\$0.00	410.00	\$55,350.00	410.00	\$55,350.00	99.5
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00	LF	\$170.00	\$5,100.00		\$0.00	30.00	\$5,100.00	30.00	\$5,100.00	100.0
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00	2.00	\$7,400.00	2.00	\$7,400.00	100.0
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00	3.00	\$10,800.00	3.00	\$10,800.00	100.0
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.0
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00	2.00	\$12,200.00	2.00	\$12,200.00	100.0
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.0
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.0
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00	2.50	\$13,500.00	2.50	\$13,500.00	50.
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00	1.50	\$6,300.00	1.50	\$6,300.00	50.0
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.
13	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.
45	6'X3' Reinforced Concrete Box	550.00	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.
	WATER AND SANITARY SEWER ITEMS:											
17	Trench Safety System 5-10'	1,242.00	LF	\$2.00	\$2,484.00	27.00	\$54.00	1214.00	\$2,428.00	1241.00	\$2,482.00	99.
8	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00	1.00	\$6,500.00	100.
9	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00	EA	\$6,800.00	\$34,000.00		\$0.00	5.00	\$34,000.00	5.00	\$34,000.00	100.
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00	LF	\$24.00	\$816.00		\$0.00	35.00	\$840.00	35.00	\$840.00	102.
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	27.00	\$3,294.00	1163.00	\$141,886.00	1190.00	\$145,180.00	100.
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	1.00	\$2,600.00	2.00	\$5,200.00	3.00	\$7,800.00	150.
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00	2.00	\$1,200.00	2.00	\$1,200.00	100.
55	Adjust Existing Valve Box to New Grade	4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00	403.00	\$38,688.00	403.00	\$38.688.00	101.
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00	LF	\$68.00	\$3,128.00		\$0.00	46.00	\$3,128.00	46.00	\$3,128.00	100.
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00	1.00	\$600.00	1.00	\$600.00	
30	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00		\$9,500.00	\$28,500.00		\$0.00	3.00	\$28,500.00	3.00	\$28,500.00	
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
31	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00	EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.
33	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00		\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	
	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.
85	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.
	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit											

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00	EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00	мо	\$2,000.00	\$16,000.00	1.00	\$2,000.00	3.50	\$7,000.00	4.50	\$9,000.00	56.25%
	EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):											
69	Borrow (Min. Bid \$10/CY)	400.00	CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00	LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00	HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	CASH ALLOWANCE:											
72	Cash Allowance (see additional work items summary page)	1.00	LS	\$100,000.00	\$100,000.00	0.006	\$600.00	0.226	\$22,600.00	0.232	\$23,200.00	23.20%
\vdash					_							
	TOTALS				\$2,491,925.00		\$9,048.00		\$1,657,736.80		\$1,666,784.80	66.89%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

ta

Paul Fowler, Project Manager

DATE:

SIGNED:

7-30-2024

ENGINEER: Gauge Engineering

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

	Addit	ional N	Nork	c Ite	ms S	Sur	mmary	(Field C	Cha	anges)						
	M Street Improvement Project ESTIMATE NO.: 5 ESTIMATE PERIOD: 7/1/24 - 7/26/24															
BID ITEM	DESCRIPTION	BID QTY.	UNIT		JNIT RICE		TOTAL	QUANTITY THIS PERIOD		AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE		TOTAL AMOUNT TO DATE	PERCENT COMPLETE
	Cash Allowance Items - See bid item 72															
-	Waterline Offset (RFI 2323-02)					┝								-		
	Exploratory excavation to locate existing WL	1.00	LS	\$	600.00	\$	600.00		\$	-	1.00	\$ 600.00	1.00) \$	600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$	400.00	\$	400.00		\$	-		\$ -	0.00)\$	-	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$	50.00	\$	1,000.00		\$	-	20.00	\$ 1,000.00	20.00)\$	1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1	,500.00	\$	1,500.00		\$			\$ -	0.00)\$	-	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$	200.00	\$	7,000.00	-	\$	-	33.00	\$ 6,600.00	33.00) \$	6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)															
78	Adjust Existing Storm Manhole	1.00	EA	\$	600.00	\$	600.00	1.00	\$	600.00		\$ -	1.00)\$	600.00	100.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$	300.00	\$	14,400.00		\$	-	48.00	\$ -	48.00) \$	14,400.00	100.00%
	TOTALS					<u> </u>	\$25,500.00		_	\$600.00		\$8,200.00			\$23,200.00	90.98%

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

9/30/2024

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

(1) No AUP

Note:

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

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

6. Receive and consider FY2025 Budget.

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

	2023-24 Approved Budget	2023-24 Estimated	2024-25 Proposed Budget
Revenues:			
Beginning Fund Balance Estimated TIRZ Revenues	\$20,070,198	\$ 20,796,563	\$ 24,712,195
City	\$ 2,444,871	\$ 2,511,285	\$ 2,586,623
County	\$ 1,087,576	\$ 1,087,576	\$ 1,120,203
LPISD	\$ 4,865,399	\$ 3,832,669	\$ 3,947,649
Interest on TIRZ Funds	\$ 10,000	\$ 700,000	\$ 700,000
Total Revenues	\$28,478,045	\$ 28,928,092	\$ 33,066,670
TIRZ M&O Expenses:			
Administration and Project Management	\$ 24,000	\$ 24,000	\$ 48,000
Legal	\$ 14,000	\$ 20,000	\$ 25,000
Agreed Upon Procedures Reports	\$ 11,000	\$ -	\$ 11,000
Annual Audit	\$ 11,500	\$ 11,200	\$ 11,500
Operating Expenses		\$ 3,000	\$ 3,000
Bank Expenses	\$ 3,000 \$ 2,200	\$ 2,200	\$ 2,200
Planning Services	\$ 15,000	\$ 25,000	\$ 30,000
Total Expenses	\$ 80,700	\$ 85,400	\$ 130,700
Transfers	*	A 405 504	A (00.00)
City Administration	\$ 122,244	\$ 125,564	\$ 129,331
Educational Facilities	\$ 1,535,321	\$ 448,240	\$ 461,687
Total Transfers	\$ 1,657,565	\$ 573,804	\$ 591,018
Capital Improvements			
M Street	\$ 3,000,000	\$ 2,250,000	\$ 550,000
Feasibility Study		\$ 100,000	\$ 60,000
Fairmont Greens		\$ 11,400	
Infrastructure and Capital Projects			\$ 3,000,000
TIRZ Developer Reimbursements			
Lakes of Fairmont Greens	\$ 314,980	\$ 14,980	\$ 324,429
Beazer Homes	\$ 132,928	\$ 137,837	\$ 141,972
Senior Associates	\$ 10,075	\$ 11,773	\$ 12,126
Jabez (Artesia)	\$ 178,706	\$ 271,924	\$ 280,082
Hawthorne	\$ 594,289	\$ 758,778	\$ 781,542
	\$ 4,230,977	\$ 3,556,693	\$ 5,150,151
Ending Fund Balance	\$22,508,803	\$ 24,712,195	\$ 27,194,801

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

Jul 24 Budget Oct - Jul 24 YTD Budget Annual Budget Income 4000 · Tax Increments - County 90,632.00 90,632.00 906,312.00 906,312.00 1,087,576.00 4010 · Tax Increments - City 203,740.00 203,740.00 2,037,391.00 2,037,391.00 2,444,871.00 4020 · Tax Increments - ISD 405,450.00 405,450.00 4,054,500.00 4,054,500.00 4,865,399.00 4100 · Interest Income 97,154.69 834.00 873,852.80 8,332.00 10,000.00 **Total Income** 796,976.69 8,407,846.00 700,656.00 7,872,055.80 7,006,535.00 Expenses **TIRZ M&O Expenses** 6010 · Administration & Project Mgmt 2,000.00 2.000.00 22.000.00 20.000.00 24.000.00 4,534.25 21,531.37 6015 · Legal 1,166.00 11,668.00 14,000.00 6020 · Agreed Upon Procedures Report 0.00 916.00 0.00 9,168.00 11,000.00 6025 · Annual Audit 0.00 959.00 11,200.00 9,582.00 11,500.00 6040 · Operating Expenses 52.55 250.00 1,569.42 2,500.00 3,000.00 6045 · Bank Fees 217.20 184.00 1,554.60 1,832.00 2,200.00 6050 · Planning Services 1,250.00 12,500.00 15,000.00 0.00 0.00 6,804.00 6,725.00 80,700.00 **Total TIRZ M&O Expenses** 57,855.39 67,250.00 Transfers 6101 · City Administration 10,187.00 10,187.00 101,870.00 101,870.00 122,244.00 6110 · Educational Facilities 127,944.00 127,944.00 1,279,433.00 1,279,433.00 1,535,321.00 **Total Transfers** 138,131.00 138,131.00 1,381,303.00 1,381,303.00 1,657,565.00 **Capital Improvement Projects** 6131 · M Street Improvement Project 74,909.86 250,000.00 1,912,367.53 2,500,000.00 3,000,000.00 6132 · Feasibility Study 12,535.93 0.00 45,785.56 0.00 0.00 7,122.80 6133 · Lakes at Fairmont Greens 5,192.00 0.00 0.00 0.00 **TIRZ Developer Reimbursements** 6152 · Beazer Homes Texas LP 137,836.74 0.00 137,836.74 132,928.00 132.928.00 6153 · Senior Associates 0.00 11,773.23 11,773.23 10,075.00 10.075.00 6154 · Jabez-LB1 LLC 271,923.94 0.00 271,923.94 178,706.00 178,706.00 6155 · Hawthorne at La Porte 758,778.49 0.00 594,289.00 594,289.00 758,778.49 14,980.30 314,980.00 0.00 320,786.17 314.980.00 6161 · 92 Fairmont Lakes, Inc. **Total TIRZ Developer Reimbursements** 1,195,292.70 0.00 1,501,098.57 1,230,978.00 1,230,978.00 **Total Capital Improvement Projects** 1,287,930.49 250,000.00 3,466,374.46 3,730,978.00 4,230,978.00 **Total Expenses** 1,432,865.49 394,856.00 4,905,532.85 5,179,531.00 5,969,243.00 Net Income -635,888.80 305,800.00 2,966,522.95 1,827,004.00 2,438,603.00

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

	Туре	Date	Num	Name	Memo	Amount	Balance
1001	· Amegy Bank Op	erating					25,424,656.17
	Check	07/22/2024	Debit	Amegy Bank	July Acct Analysis Fee	-217.20	25,424,438.97
	Deposit	07/22/2024	DEP	Harris County	Tax Increment Deposit-County	1,249,367.00	26,673,805.97
	Deposit	07/31/2024	DEP	Amegy Bank	July Interest	97,154.69	26,770,960.66
	Bill Pmt -Check	08/08/2024	1019	Blank Rome LLP	Client ID#166495	-4,534.25	26,766,426.41
	Bill Pmt -Check	08/08/2024	1020	Carter Construction, LLC	Job #2323 - Payment Application #5	-8,143.20	26,758,283.21
	Bill Pmt -Check	08/08/2024	1021	Gauge Engineering	Professional Services	-83,589.79	26,674,693.42
	Bill Pmt -Check	08/08/2024	1022	Hawes Hill & Associates LLP	July 2024 Prof Consulting & Admin Fee	-2,052.55	26,672,640.87
	Bill Pmt -Check	08/08/2024	1023	92 Fairmont Lakes Inc.	2024 Developer Reimbursement	-14,980.30	26,657,660.57
	Bill Pmt -Check	08/08/2024	1024	Beazer Homes Texas LP	2024 Developer Reimbursement	-137,836.74	26,519,823.83
	Bill Pmt -Check	08/08/2024	1025	Hawthorne at La Porte LLC	2024 Developer Reimbursement	-758,778.49	25,761,045.34
	Bill Pmt -Check	08/08/2024	1026	Jabez-LB1 LLC	2024 Developer Reimbursement	-271,923.94	25,489,121.40
	Bill Pmt -Check	08/08/2024	1027	Senior Associates	2024 Developer Reimbursement	-11,773.23	25,477,348.17
Total	1001 · Amegy Banl	Operating				52,692.00	25,477,348.17
OTAL						52,692.00	25,477,348.17

TOTAL

La Porte Redevelopment Authority Contract Status Report As of July 2024

Invoice <u>Date</u>	Invoice #	Amount Invoiced	Contract <u>Balance</u>
J. Morales Inc.		molecu	Balance
M Street Improvement Project -	Engineering Services		
2/20/2020	19704, 19772	42,000.00	
4/20/2020	19820, 19853	24,000.00	
12/14/2020	20053	12,000.00	
5/11/2021	20212, 20264	8,400.00	
9/10/2021	20431	1,096.00	
7/6/2022	20934	2,400.00	
., .,		_,	
		89,896.00	
Gauge Engineering, LLC			
M Street Improvement Project -			
Miscellaneous Tasks & Bid Phase			45 450 00
Original Contrac			15,450.00
9/29/2022	2027	(2,855.00)	12,595.00
		(2,855.00)	12,595.00
Gauge Engineering, LLC		(2,055.00)	12,355.00
M Street Improvement Project -	Task Order No. 2		
Design and Bid Phase Services			
Original Contrac	ct Amount		217,660.50
12/7/2022	2068	(7,908.20)	209,752.30
1/30/2023	2181	(39,981.24)	169,771.06
6/16/2023	2340, 2402, 2438	(90,711.96)	79,059.10
9/18/2023	2494, 2557, 2604	(45,841.33)	33,217.77
11/14/2023	2677	(15,273.54)	17,944.23
10/31/2023	2772	(18,044.23)	(100.00)
		(217,760.50)	(100.00)
Gauge Engineering, LLC			
M Street Improvement Project -		• · · · · ·	
Construction Phase, Materials Te	• •	t & Inspection Services	
Original Contrac			398,725.00
12/15/2023	2843	(12,000.00)	386,725.00
2/16/2024	2961	(1,289.20)	385,435.80
4/2/2024	3078	(21,247.58)	364,188.22
5/1/2024	3158	(31,894.61)	332,293.61
6/5/2024	3260	(34,554.58)	297,739.03
7/2/2024	3332	(45,417.13)	252,321.90
7/31/2024	3397	(65,861.86)	186,460.04
		(212,264.96)	186,460.04

La Porte Redevelopment Authority Contract Status Report As of July 2024

Invoice		Amount	Contract				
<u>Date</u>	Invoice #	Invoiced	<u>Balance</u>				
Gauge Engineering, LLC							
	M Street Improvement Project - Task Order No. 4						
Feasibility Study							
Original Contra		<i>.</i>	159,790.00				
5/1/2024	3159	(1,147.25)	158,642.75				
6/5/2024	3261	(17,066.75)	141,576.00				
7/2/2024	3331	(15 <i>,</i> 035.63)	126,540.37				
7/31/2024	3398	(12,535.93)	114,004.44				
		(45,785.56)	114,004.44				
Gauge Engineering, LLC							
M Street Improvement Project -	Task Order No. 5						
Lakes at Fairmont Green Detenti	on Basin Evaluation						
Original Contra	ct Amount		11,400.00				
7/2/2024	3330	(1,930.80)	9,469.20				
7/31/2024	3399	(5,192.00)	4,277.20				
		(7,122.80)	4,277.20				
Carter Construction		(7,122.00)	4,277.20				
M Street Improvement Project -	Construction Services						
Original Contra	ct Amount		2,491,925.00				
3/31/2024	Pay App #1	(81,710.00)	2,410,215.00				
4/30/2024	Pay App #2	(849,184.30)	1,561,030.70				
5/31/2024	Pay App #3	(501,782.50)	1,059,248.20				
6/30/2024	Pay App #4	(225,060.00)	834,188.20				
7/31/2024	Pay App #5	(9,048.00)	825,140.20				
		(1,666,784.80)	825,140.20				
Total Remaining	g Contract Balances		1,142,376.88				

BLANKROME

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

LA PORTE REDEVELOPMEN	TAUTHORITY	INVOICE DATE:	JULY 05, 2024
ATTN: DAVID HAWES		CLIENT ID:	166495
HAWES HILL & ASSOCIATE	SLLP	MATTER NUMBER:	166495-00601 02752
9600 LONG POINT ROAD		INVOICE NUMBER:	2206398
SUITE 200			
HOUSTON, TX 77055			
REGARDING: LA PORTE	E REDEVELOPMENT AUTHO	ORITY	
J. MORAL	ES, INC.		

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

	ACH/WIRE	Mail		
Bank Name	Citizens Bank	Blank Rome LLP		
Address:	Philadelphia, PA	Attn: Finance Department		
Account Title:	Blank Rome LLP	One Logan Square		
Account Number:	6238669326	130 North 18 th St		
ABA Number:	036076150 (Domestic)	Philadelphia, PA 19103-6998		
Swift Code	CTZIUS33 (International)			
To pay by Electronic Funds Transfer, visit www.BlankRome.com/Payments				

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

Paid with Check #1019



July 30, 2024

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

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

Dear Mr. Janda:

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

The following billing information is to be used for payment:

Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523

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

Sincerely,

Muhammad Ali, P.E. Principal

Enclosures: Carter Construction Pay Est. No. 05

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

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



Address : 7615 FM 3180, Baytown, TX 77523 Proj No. 75-19 CONTRACT TIME IN CALENDAR DAYS Contract Date : 1/25/2024 Original Contract Time : 240 Start Date : 3/18/2024 Approved Extensions : 0 Current Contract Completion Date : 11/13/2024 Total Contract Time : 240 Percentage By Time : 54.17% In Place : 66.89% Days Remaining to Date : 110 Date Insurance Exp. : 1/24/2025 In Place : N/A Schedule Update Received :	Project Name :	M Street Improve					
Contract Otele 1025004 CONTRACT THE INCLARAR DAYS Start Date 1190004 Approved Contract Tene 200 Start Date 11912024 00000 1000 00000 Start Date 1192024 1000 1000 1000 Start Date 1192024 1000 1000 1000 Date Instance Exp. 1102025 Dugs Under Date 1000 Start Date 1100 1000 1000 1000 Oppendic Contract Annotat International Annotat International Annotat International Annotat 1 - Oppendic Contract Annotat International Annotat International Annotat International Annotat 2 Approved Work Change Drockes International Annotat International Annotat International Annotat 3 Approved Work Change Drockes International Annotat International Annotat International Annotat 1 Total Congrecorders In Base International Annotat International Annotat International Annotat 1 - Approved Work Change Drockes No. International Annotat International Annotat 1 - Approved Work Change Drockes No. International Annotat International Annotat 1 - Model Storder Infere Int	Contractor Name :				Proi No	75-19	
Contract Date 1: 102024 Original Contract Time 1: 240 Current Contract Completion Date 1: 11/132024 Total Contract Time 1: 240 Percentage By Time 1: 54.7% In Place: 68.89% Days Benanting to Date 1: 10 Determine By Time 1: 54.7% In Place: 68.89% Days Remaining to Date 1: 10 Determine Contract Completion Date 1: 10.12024 Date: 1: 0.01 Date: 1: 0.01 Original Contract Amount 1: 0.01 Date: 0: 0.01	Address .	7013 FW 3100, B	aylown, TA 11525				AVE
Start Date ::::::::::::::::::::::::::::::::::::	Contract Date		1/25/2024				
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Date Instance Exp: 1/24/2025 Ding Policy Due Date: NA Schedde Updale Received :: 1. Organi Contrast Annuari Sizet 125.00 Sizet 125.00 Sizet 125.00 Sizet 125.00 2. Approved Charge Orders No Date Ext Days Amount Sizet 125.00 3. Approved Work Charge Directives No Date Ext Days Amount Sizet 125.00 3. Approved Work Charge Directives No Date Ext Days Amount Sizet 125.00 4. EARNINGS TO DATE No Date Ext Days Amount Sizet 125.00 1. Work Charge Directives Date Ext Days Amount Sizet 125.00 3. Approved Work Charge Directives Date Sizet 125.00 Total Contract Month Billing Sizet 125.00 4. EARNINGS TO DATE 66.69% Complete Sizet 125.00 Total Acount (excludes WCDs) Sizet 13.25.00 3. Material Shored In Place Sizet 125.00 Sizet 125.00 Sizet 125.00 Sizet 125.00 3. Material Shored In Place Sizet 125.00 Sizet 125.00 Sizet 125.00 Sizet 125.0			THIOLOCI				
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3. Approved Work Change Directives No. Date Amount Image: Constraint of the second secon							
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	Approved By:		8/8/2024				
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Paid with Check #1020

ESTIMATE No. Five

			Job No. 2323 Date 7/30/2024 Sheet: of
Project Name:	M Street Improvement Project	Owner	La Porte Redevelopment Authority
Contract Awarded	11/16/2023	Total Contract Amount:	\$2,491,925.00
Covering Period:	7/1/2024	Through	7/26/2024
Contractor:	Carter Construction, LLC	Total Done To Date	\$1,666,784.80
Amount Retained:	\$166,678.48	Previous Payment:	\$1,491,963.12
Total Deduction	\$1,658,641.60	Total Due for Payment:	\$8,143.20

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

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

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

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared Paul Fowler

known to me (or proved to me on the oath of _____) to be the

person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the

same for the purposes and consideration therein expressed.

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

Childena tower

Notary Public in and for the State of Texas

My Commission Expires: 08.05.26

GIVEN UNDER MY HAN

Paid with Check #1020

57

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 30th day of July 2024.

By:		hand tach	
Name:	Paul Fowler		

Title: Project Manager

STATE OF TEXAS

COUNTY OF CHAMBERS COUNTY §

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

§

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ______ day of ______ July, 2024 _____



(Notary Seal)

Notary Public in and for the State of Texas

hri Nor

Printed or Stamped Name of Notary

My Commission Expires 08.05,26

Paid with Check #1020



APPLICATION FOR PAYMENT

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

Paid with Check #1020

SCHEDULE OF VALUES

PROJECT: M Street Improvement Project

ESTIMATE NO.: 5

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

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

	1				1			1				
29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00 [\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	100.00%
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00 l	LF	\$135.00	\$8,100.00		\$0.00	55.00	\$7,425.00	55.00	\$7,425.00	91.67%
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00 [LF	\$135.00	\$55,620.00		\$0.00	410.00	\$55,350.00	410.00	\$55,350.00	99.51%
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00 1	LF	\$170.00	\$5,100.00		\$0.00	30.00	\$5,100.00	30.00	\$5,100.00	
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00	EA	\$3,700.00	\$7,400.00		\$0.00	2.00	\$7,400.00	2.00	\$7,400.00	100.00%
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00	EA	\$3,600.00	\$10,800.00		\$0.00	3.00	\$10,800.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00	EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.00%
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00	EA	\$6,100.00	\$12,200.00		\$0.00	2.00	\$12,200.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00	EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00	EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00	EA	\$5,400.00	\$27,000.00		\$0.00	2.50	\$13,500.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00	EA	\$4,200.00	\$12,600.00		\$0.00	1.50	\$6,300.00	1.50	\$6,300.00	50.00%
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00	EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00	EA	\$3,000.00	\$6,000.00		\$0.00	2.00	\$6,000.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00	LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.00%
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00	EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.00%
45	6'X3' Reinforced Concrete Box	550.00 l	LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.00%
46	Brick Plug	2.00	EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.00%
						-						
	WATER AND SANITARY SEWER ITEMS:											
47	Trench Safety System 5-10'	1,242.00 1	LF	\$2.00	\$2,484.00	27.00	\$54.00	1214.00	\$2,428.00	1241.00	\$2,482.00	99.92%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00	EA	\$6,500.00	\$6,500.00		\$0.00	1.00	\$6,500.00	1.00	\$6,500.00	100.00%
49		5.00	EA	\$6,800.00	\$34,000.00		\$0.00	5.00	\$34,000.00	5.00	\$34,000.00	100.00%
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00 1	LF	\$24.00	\$816.00		\$0.00	35.00	\$840.00	35.00	\$840.00	102.94%
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00	LF	\$122.00	\$145,180.00	27.00	\$3,294.00	1163.00	\$141,886.00	1190.00	\$145,180.00	100.00%
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00 1	LF	\$100.00	\$1,800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
53	12-inch Diameter Wet Connection	2.00	EA	\$2,600.00	\$5,200.00	1.00	\$2,600.00	2.00	\$5,200.00	3.00	\$7,800.00	150.00%
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00	EA	\$600.00	\$1,200.00		\$0.00	2.00	\$1,200.00	2.00	\$1,200.00	100.00%
55		4.00	EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00	LF	\$96.00	\$38,016.00		\$0.00	403.00	\$38,688.00	403.00	\$38,688.00	101.77%
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00 1	LF	\$68.00	\$3,128.00		\$0.00	46.00	\$3,128.00	46.00	\$3,128.00	100.00%
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00 1	LF	\$100.00	\$1.800.00		\$0.00	18.00	\$1,800.00	18.00	\$1,800.00	100.00%
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00	EA	\$600.00	\$1,200.00		\$0.00	1.00	\$600.00	1.00	\$600.00	50.00%
60		3.00	EA	\$9,500.00	\$28,500.00		\$0.00	3.00	\$28,500.00	3.00	\$28,500.00	100.00%
-	STORMWATER POLLUTION PREVENTION PLAN ITEMS:											
61	Sodding	4,500.00	SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees	2.00		\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost	99.00	LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00	EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.00%
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00	SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79,80	\$2,473.80	60.00%
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00	EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%

	EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):										
60	Borrow (Min. Bid \$10/CY)	400.00 CY	\$10.00	\$4.000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00 LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	
	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00 HR	\$45.00	\$3,600.00	-	\$0.00		\$0.00	0.00	\$0.00	0.00%
	CASH ALLOWANCE:										
72	Cash Allowance (see additional work items summary page)	1.00 LS	\$100,000.00	\$100,000.00	0.006	\$600.00	0.226	\$22,600.00	0.232	\$23,200.00	23.20%
	TOTALS	6		\$2,491,925.00		\$9,048.00		\$1,657,736.80		\$1,666,784.80	66.89%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

land

SIGNED:

Paid with Check #1020

Paul Fowler, Project Manager

DATE:

7-30-2024

ENGINEER: Gauge Engineering

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

	Addit	ional	Work	Items	Su	mmary	(Field (Ch	anges)						
	M Street Improvement Project	ESTIMATE NO.: 5								ESTIMATE PERIOD: 7/1/24 - 7/26/24					
BID	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE		TOTAL	QUANTITY THIS PERIOD		AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	1	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT
	Cash Allowance Items - See bid item 72														
	Waterline Offset (RFI 2323-02)								-						
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.0	0 \$	600.00		\$	-	1.00	\$	600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.0	2 \$	400.00	4	\$	-		\$	-	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.0	2 \$	1,000.00		\$		20.00	\$	1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.0	2 S	1,500.00		\$	~		\$	-	0.00	\$ -	0.00%
77	Install 12" DR14 C900 WL	35.00	LF	\$ 200.0	2 \$	7,000.00		\$	-	33.00	\$	6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)														
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.0	2 \$	600.00	1.00)\$	600.00		\$		1.00	\$ 600.00	100.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.0	2 \$	14,400.00		\$	-	48.00	\$	-	48.00	\$ 14,400.00	100.00%
	TOTALS					\$25,500.00			\$600.00			\$8,200.00		\$23,200.00	90.98%

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

La Porte TIR 9600 Long F Suite 200				Invoice Date	number	3399 07/31/2024	
Houston, TX	77055			Project	1355 LAPOF GREENS	RTE - LAKES A	T FAIRMONT
Professional Service	s Provided Through	July 26, 2024					
Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Detention Basin Ev	aluation	11,200.00	63.36	1,904.00	7,096.00	4,104.00	5,192.00
Expenses		200.00	13.40	26.80	26.80	173.20	0.00
	Total	11,400.00	62.48	1,930.80	7,122.80	4,277.20	5,192.00
						Invoice total	5,192.00
Aging Summary							
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
	07/31/2024	5,192.00	5,192.00				
3399	07/31/2024	-,					

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

Gauge Engineering

11750 Katy Freeway, Suite 400 Houston, TX 77079

La Porte TIRZ	Invoice number	3397
9600 Long Point Road	Date	07/31/2024
Suite 200		
Houston, TX 77055	Project 1299 M ST	REET - CPS, CMT, CM&I

Professional Services Provided Through July 26, 2024

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

						Invoice total	65,861.86
Aging Summary							
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
3397	07/31/2024	65,861.86	65,861.86				

3397	07/31/2024	65,861.86	65,861.86				
	Total	65,861.86	65,861.86	0.00	0.00	0.00	0.00

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

Gauge Engineering

11750 Katy Freeway, Suite 400 Houston, TX 77079

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

Professional Services Provided Through July 26, 2024

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

Invoice total

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

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



INVOICE

BILL TO La Porte Redevelopment Authority/TIRZ #1 604 W. Fairmont Pkwy. LaPorte, TX 77571 United States	INVOICE DATE	2065 08/01/2024
DESCRIPTION		AMOUNT
FedEx Delivery, Carter Construction Check: 7/19/2024		52.55
Professional Consulting and Administration Fee: July 2024		2,000.00

BALANCE DUE

\$2,052.55

Elisa 🔕 Q

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ne Invoices > Invoice Details > Shipment Details

SHIPMENT DETAILS

Tracking ID 777503364116

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

BILLING INFORMATION

Tracking ID number	777503364116
Invoice number	4-642-43588
Account number	2021-8784-2
Invoice date	07/24/2024
Due date	08/08/2024
Total billed	\$52,55
Tracking ID balance due	\$0.00
Status	Closed

TRANSACTION DETAILS

Sender information

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

Recipient information

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

VIEW SIGNATURE PROOF OF DELIVERY DISPUTE SHIPMENT

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

9/30/2024

(1) No AUP

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

		Development	Ba	alance 9/30/23				County					B	alance Due To
		Agreement		Audit		Ci	ty Payments	Payments	IS	D Payments	То	tal Payments		Developers
65 La Porte (Lakes of Fairmont Greens)	\$	7,103,500.00	\$	2,167,241.00		\$	172,733.71		\$	148,052.47	\$	320,786.17	\$	1,846,454.83
Retreat at Bay Forest LP	\$	224,670.00	\$	-		\$	-				\$	-	\$	-
Beazer Homes Texas LP	\$	2,097,298.00	\$	1,124,808.00		\$	137,836.74				\$	137,836.74	\$	986,971.26
Senior Associates			\$	446,088.00		\$	11,773.23				\$	11,773.23	\$	434,314.77
Liberty Property Limited Partnership	\$	14,844,135.00	\$	-							\$	-	\$	-
Jabez La Porte (Artesia Village)	\$	1,952,754.00	\$	1,565,881.00		\$	135,913.32		\$	136,010.62	\$	271,923.94	ې \$	1,293,957.06
Hawthorne At La Porte (2)	\$	2,019,908.00	\$	1,230,331.00		\$	343,141.86		\$	415,636.62	ې \$	- 758,778.49	\$	471,552.51
Stonemarc (Approved January 2022)	\$	1,456,000.00			(1)								\$	-
Sylvan Beach Enclave - Bayway Homes (Ap Reserve	\$	681,903.99			(1)						¢	_		
TOTAL	\$	24,269,603.00	\$	6,534,349.00		\$	801,398.87	\$ -	\$	699,699.71	\$	1,501,098.57	\$	5,033,250.43
(1) No AUP														
Note: 65 La Porte Payment														
2022 Tax Year Payment Due 2022 Tax Year Payment Made 9/18/23	\$ ¢	305,805.87 (305,805,87)												

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

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9/30/2024

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

9/30/2024

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

	Development Agreement	Ba	lance 9/30/23 Audit		Ci	ty Payments	County Payments	15	D Payments	То	otal Payments	В	alance Due To Developers
65 La Porte (Lakes of Fairmont Greens)	\$ 7,103,500.00	\$	2,167,241.00		\$	172,733.71	rayments	\$	148,052.47	\$	320,786.17	\$	1,846,454.83
Retreat at Bay Forest LP	\$ 224,670.00	\$	-		\$	-				\$	-	\$	-
Beazer Homes Texas LP	\$ 2,097,298.00	\$	1,124,808.00		\$	137,836.74				\$	137,836.74	\$	986,971.26
Senior Associates		\$	446,088.00		\$	11,773.23				\$	11,773.23	\$	434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$	-							\$	-	\$	-
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Stonemarc (Approved January 2022)	\$ 1,456,000.00			(1)								\$	-
Sylvan Beach Enclave - Bayway Homes (Aj Reserve	\$ 681,903.99			(1)						ć			
TOTAL	\$ 24,269,603.00	\$	6,534,349.00		\$	801,398.87	\$ -	\$	699,699.71	\$	1,501,098.57	\$	5,033,250.43
(1) No AUP													

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

9/30/2024

	Development	Ba	alance 9/30/23				County					B	alance Due To
	Agreement		Audit		Ci	ty Payments	Payments	IS	D Payments	То	tal Payments		Developers
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Senior Associates		\$	446,088.00		\$	11,773.23				\$	11,773.23	\$	434,314.77
Liberty Property Limited Partnership	\$ 14,844,135.00	\$	~							\$	-	\$	-
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Stonemarc (Approved January 2022)	\$ 1,456,000.00			(1)								\$	-
Sylvan Beach Enclave - Bayway Homes (Ap Reserve	\$ 681,903.99			(1)						Ś	-		
TOTAL	\$ 24,269,603.00	\$	6,534,349.00		\$	801,398.87	\$ -	\$	699,699.71	\$	1,501,098.57	\$	5,033,250.43

9/30/2024

(1) No AUP

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

RATIFY INVOICES PAID IN JULY

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

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

TOTAL

BLANKROME

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

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

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

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

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



July 2, 2024

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

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

Dear Mr. Janda:

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

The following billing information is to be used for payment:

Carter Construction, LLC 7615 FM 3180 Baytown, TX 77523

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

Sincerely,

Muhammad Ali, P.E. Principal

Enclosures: Carter Construction Pay Est. No. 04

Paid with Check #1016

11750 Katy Freeway, Suite 400 • Houston, TX 77089

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

ESTIMATE No. Four

Job No. 2323 Date. 7/2/2024

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

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

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

Date July 2, 2024		By:	hand tank
			Paul Fowler, Project Manager
STATE OF TEXAS	§		
COUNTY OF CHAMBERS COUNTY	§		

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

same for the purposes and consideration therein expressed.

GIVEN UNDER	MY HAND AND GEAL OF OF	FICE, this 2nd day of July 2024
(Notary Seal)	NOTARY DO 10 111111111111111111111111111111111	Notary Public in and for the State of Texas My Commission Expires: 0-19-26

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 2nd day of July , 2024.

By:	hand tank

Name: Paul Fowler

Title: Project Manager

STATE OF TEXAS

COUNTY OF CHAMBERS COUNTY §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ______ day of _____, 2024 ___,

§

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



APPLICATION FOR PAYMENT

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

		SC	CHEI	DULE OF	VALUES							
	PROJECT: M Street Improvement Project	ES	TIMATE NO.:	4		ESTIMATE PERIOD: 6/1/24 - 6/30/24						
BID	DESCRIPTION	CONTRACT QTY.	UNIT	UNIT PRICE	TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCE
	SITE PREPARATION AND EARTHWORK ITEMS:											
1	Mobilization	1.00	LS	\$96,000.00	\$96,000.00		\$0.00	1.00	\$96,000.00	1.00	\$96,000.00	100.
2	Project Sign	1.00 L	LS	\$1,100.00	\$1,100.00		\$0.00	1.00	\$1,100.00	1.00	\$1,100.00	100.
3	Clearing and Grubbing	1	AC	\$28,000.00	\$62,440.00		\$0.00	2.23	\$62,440.00	2.23	\$62,440.00	100.
4	Removing Old Concrete (Sidewalk, Driveway and Ramp) (All Thicknesses) (Rem. and Disp.)	13.00	SY	\$25.00	\$325.00	12.00	\$300.00		\$0.00	12.00	\$300.00	92.
5	Removing Old Concrete (Pavement) (All Thicknesses) (Removal and Disposal)	506.00	SY	\$15.00	\$7,590.00	150.00	\$2,250.00		\$0.00	150.00	\$2,250.00	29.
6	Removing Old Concrete (Concrete Curb) (Removal and Disposal)	271.00	LF	\$2.50	\$677.50	160.00	\$400.00		\$0.00	160.00	\$400.00	59.
7	Roadway Excavation with 3" Stripping	3,070.00	CY	\$9.00	\$27,630.00		\$0.00		\$0.00	0.00	\$0.00	0
8	Removing Old Structures (Inlets) (All Depths) (Removal and Disposal)	1.00	EA	\$600.00	\$600.00	1.00	\$600.00		\$0.00	1.00	\$600.00	100
9	Removing Old Structures (IPipes) (All Types, Sizes & Depths) (Removal and Disposal)	16.00	LF	\$15.00	\$240.00	58.00	\$870.00		\$0.00	58.00	\$870.00	362
	SUBGRADE AND PAVING ITEMS:											
10	Lime Stabilized Subgrade Manipulation, 6" Thick	6,000.00	SY	\$5.00	\$30,000.00		\$0.00		\$0.00	0.00	\$0.00	0
11	Lime Slurry (8% by Dry Weight)	125.00	TON	\$305.00	\$38,125.00		\$0.00		\$0.00	0.00	\$0.00	0
	Reinforced Concrete Pavement, High Early Strength (Driveway), 7" Thick	87.00	SY	\$83.00	\$7,221.00		\$0.00		\$0.00	0.00	\$0.00	0
	Reinforced Concrete Pavement (Road), 6" Thick	5,144.00	SY	\$62.00	\$318,928.00		\$0.00		\$0.00	0.00	\$0.00	0
14	Bank Run Sand. 2" Thick	32.00	CY	\$25.00	\$800.00		\$0.00		\$0.00	0.00	\$0.00	0
15	Reinforced Concrete Retaining Wall	61.00	1 1	\$710.00	\$43,310.00		\$0.00		\$0.00	0.00	\$0.00	0
16	E.	87.00	SY	\$32.00	\$2,784.00		\$0.00		\$0.00	0.00	\$0.00	0
	Reinforced Concrete Curbs, 6"	3,200.00	LF	\$4.50	\$14,400.00		\$0.00		\$0.00	0.00	\$0.00	0
	Reinforced Concrete Curbs, 6" (Dowled)	75.00	LF	\$9.00	\$675.00		\$0.00		\$0.00	0.00	\$0.00	0
	Reinforced Concrete Sidewalk, 4" Thick	1,694.00	SY	\$71.00	\$120,274.00		\$0.00		\$0.00	0.00	\$0.00	0
20	Concrete ADA Ramp Type 7	6.00	EA	\$1,600.00	\$9,600.00		\$0.00		\$0.00	0.00	\$0.00	0
	TRAFFIC CONTROL ITEMS:											
21	Traffic Control and Regulation	8.00	MO	\$500.00	\$4,000.00	1.00	\$500.00	2.50	\$1,250.00	3.50	\$1,750.00	43
	SIGNING AND STRIPING ITEMS:											
22	Aluminum Signs (Ground Mounted) - Furnish and Install	3.00	EA	\$800.00	\$2,400.00		\$0.00		\$0.00	0.00	\$0.00	0
23	Reflectorized Pavement Markings (Y) (4") (SLD) - Furnish and Applied	2,942.00	LF	\$1.00	\$2,942.00		\$0.00		\$0.00	0.00	\$0.00	0
24	Reflectorized Pavement Markings (W) (12") (SLD) - Furnish and Applied	221.00	LF	\$3.00	\$663.00		\$0.00		\$0.00	0.00	\$0.00	1
25	Reflectorized Pavement Markings (W) (24") (SLD) - Furnish and Applied	50.00	LF	\$7.00	\$350.00		\$0.00		\$0.00	0.00	\$0.00	
26	Raised Reflective Pavement Marker Type II-A-A - Furnish and Install	72.00	EA	\$6.00	\$432.00		\$0.00		\$0.00	0.00	\$0.00	0 0
	DRAINAGE ITEMS:											
27	Trench Safety System 5-10'	1,461.00	LF	\$3.50	\$5,113.50	162.00	\$567.00	1606.00	\$5,621.00	1768.00	\$6,188.00	1
28	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (12") (Restrictor)	8.00	LF	\$120.00	\$960.00	8.00	\$960.00		\$0.00	8.00	\$960.00	100

	T				-		1		T		1
29	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (18") (Restrictor)	7.00 LF	\$125.00	\$875.00		\$0.00	7.00	\$875.00	7.00	\$875.00	
30	Reinforced Concrete Pipe, C76, Class III, Tongue and Groove (24") (Culvert)	60.00 LF	\$135.00	\$8,100.00	55.00	\$7,425.00		\$0.00	55.00	\$7,425.00	
31	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (24")	412.00 LF	\$135.00	\$55,620.00	36.00	\$4,860.00	374.00	\$50,490.00	410.00	\$55,350.00	99.51
32	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (30")	30.00 LF	\$170.00	\$5,100.00	30.00	\$5,100.00		\$0.00	30.00	\$5,100.00	
33	SET-PD TYP II (6:1) 24" RCP (With Pipe Runners)	2.00 EA	\$3,700.00	\$7,400.00	2.00	\$7,400.00		\$0.00	2.00	\$7,400.00	100.009
34	Precast Standard Manhole (4' Diameter) (With Additional Depth Greater than 5 Feet)	3.00 EA	\$3,600.00	\$10,800.00	1.00	\$3,600.00	2.00	\$7,200.00	3.00	\$10,800.00	100.00%
35	Precast Modified Manhole (4' Diameter) (Connection to and on top of RCB)	4.00 EA	\$2,000.00	\$8,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	50.009
36	Precast Standard Manhole (6' Diameter) (With Additional Depth Greater than 5 Feet)	2.00 EA	\$6,100.00	\$12,200.00	1.00	\$6,100.00	1.00	\$6,100.00	2.00	\$12,200.00	100.00%
37	Junction Box - 8'X8'	1.00 EA	\$6,000.00	\$6,000.00		\$0.00	1.00	\$6,000.00	1.00	\$6,000.00	100.00%
38	Junction Box - 10'X10'	2.00 EA	\$6,000.00	\$12,000.00		\$0.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
39	Standard Type "C" Inlet (With Additional Depth Greater than 6 Feet)	5.00 EA	\$5,400.00	\$27,000.00	0.50	\$2,700.00	2.00	\$10,800.00	2.50	\$13,500.00	50.00%
40	Modified Type "C" Inlet (Connection to and on top of RCB)	3.00 EA	\$4,200.00	\$12,600.00	0.50	\$2,100.00	1.00	\$4,200.00	1.50	\$6,300.00	50.009
41	Standard Type "C-1" Inlet (With Additional Depth Greater than 6 Feet)	4.00 EA	\$6,400.00	\$25,600.00		\$0.00	2.00	\$12,800.00	2.00	\$12,800.00	50.00%
42	Standard Type "A" Inlet	2.00 EA	\$3,000.00	\$6,000.00	2.00	\$6,000.00		\$0.00	2.00	\$6,000.00	100.00%
43	8'X4' Reinforced Concrete Box	731.00 LF	\$885.00	\$646,935.00		\$0.00	731.00	\$646,935.00	731.00	\$646,935.00	100.009
44	8'X4' Reinforced Concrete Box Bend - 8 Deg	2.00 EA	\$7,100.00	\$14,200.00		\$0.00	2.00	\$14,200.00	2.00	\$14,200.00	100.009
45	6'X3' Reinforced Concrete Box	550.00 LF	\$655.00	\$360,250.00		\$0.00	550.00	\$360,250.00	550.00	\$360,250.00	100.009
46	Brick Plug	2.00 EA	\$2,000.00	\$4,000.00		\$0.00	2.00	\$4,000.00	2.00	\$4,000.00	100.009
	WATER AND SANITARY SEWER ITEMS:										
47	Trench Safety System 5-10'	1,242.00 LF	\$2.00	\$2,484.00	407.00	\$814.00	807.00	\$1,614.00	1214.00	\$2,428.00	97.75%
48	12-inch by 6-inch Tapping Sleeve and Valve with Box	1.00 EA	\$6,500.00	\$6,500.00	1.00	\$6,500.00		\$0.00	1.00	\$6,500.00	100.009
49	Fire Hydrant Assembly, All Depths, Including 6-inch Diameter Gate Valve and Box	5.00 EA	\$6,800.00	\$34,000.00	3.00	\$20,400.00	2.00	\$13,600.00	5.00	\$34,000.00	100.009
50	6-inch Diameter Fire Hydrant Branch by Open-Cut	34.00 LF	\$24.00	\$816.00	35.00	\$840.00		\$0.00	35.00	\$840.00	102.949
51	12-inch Diameter C-900 Water Line by Open-Cut	1,190.00 LF	\$122.00	\$145,180.00	389.00	\$47,458.00	774.00	\$94,428.00	1163.00	\$141,886.00	97.739
52	12-inch Diameter C-900 Water Line in Steel Casing by Open-Cut	18.00 LF	\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	100.009
53	12-inch Diameter Wet Connection	2.00 EA	\$2,600.00	\$5,200.00	2.00	\$5,200.00		\$0.00	2.00	\$5,200.00	100.009
54	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	2.00 EA	\$600.00	\$1,200.00	2.00	\$1,200.00		\$0.00	2.00	\$1,200.00	100.009
55	Adjust Existing Valve Box to New Grade	4.00 EA	\$150.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00
56	12-inch Diameter SDR26 Sanitary Sewer by Open-Cut	396.00 LF	\$96.00	\$38,016.00	403.00	\$38,688.00		\$0.00	403.00	\$38,688.00	101.779
57	12-inch Diameter Pressure-rated SDR26 Sanitary Sewer by Open-Cut	46.00 LF	\$68.00	\$3,128.00	46.00	\$3,128.00		\$0.00	46.00	\$3,128.00	100.009
58	12-inch Diameter SDR26 Sanitary Sewer in Steel Casing by Open-Cut	18.00 LF	\$100.00	\$1,800.00	18.00	\$1,800.00		\$0.00	18.00	\$1,800.00	100.009
59	Adjust Existing Manhole Frame and Cover to New Grade	2.00 EA	\$600.00	\$1,200.00	1.00	\$600.00		\$0.00	1.00	\$600.00	50.00
60	4-Foot Diameter Shallow Depth Precast Manhole (Cover Bolted to Ring)	3.00 EA	\$9,500.00	\$28,500.00	3.00	\$28,500.00		\$0.00	3.00	\$28,500.00	100.009
00											
	STORMWATER POLLUTION PREVENTION PLAN ITEMS:										
61	Sodding	4,500.00 SY	\$5.00	\$22,500.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
62	TPDES General Permit No. TXR 150000, Notice of Intent (NOI) Application Fees (Contractor's NOI Fee & Harris County's NOI Fee, Each Fee shall be set price of \$325.00)	2.00 EA	\$350.00	\$700.00		\$0.00	2.00	\$700.00	2.00	\$700.00	100.00%
63	Reinforced Filter Fabric Barrier (60% of unit cost for furnish and installation and 40% of unit cost for removal)	99.00 LF	\$7.00	\$693.00		\$0.00	40.00	\$280.00	40.00	\$280.00	40.40%
64	Inlet Protection Barrier (Stage 1, With Fiber Rolls; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	1.00 EA	\$200.00	\$200.00		\$0.00	0.60	\$120.00	0.60	\$120.00	60.009
65	Stabilized Construction Access (Type 1-Rock; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	133.00 SY	\$31.00	\$4,123.00		\$0.00	79.80	\$2,473.80	79.80	\$2,473.80	60.009
66	Concrete Truck Washout Structures (60% of unit cost for furnish and installation, and 40% of unit cost for removal)	2.00 EA	\$1,500.00	\$3,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00

67	Inlet Protection Barrier (For Stage II Inlets, Gravel Bags; 60% of unit cost for furnish and installation, and 40% of unit cost for removal)	12.00 EA	\$50.00	\$600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
68	SWPPP Inspection and Maintenance (Min. Bid - \$2,000/Month)	8.00 MO	\$2,000.00	\$16,000.00	1.00	\$2,000.00	2.50	\$5,000.00	3.50	\$7,000.00	43.75%
	EXTRA WORK ITEMS (TO BE AUTHORIZED BY ENGINEER):										
69	Borrow (Min. Bid \$10/CY)	400.00 CY	\$10.00	\$4,000.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
70	Groundwater Control/Well Pointing (Min. Bid \$25/LF)	1,753.00 LF	\$25.00	\$43,825.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
71	Uniformed Peace Officers (Min Bid \$45.00/HR)	80.00 HR	\$45.00	\$3,600.00		\$0.00		\$0.00	0.00	\$0.00	0.00%
	CASH ALLOWANCE:										
72	Cash Allowance (see additional work items summary page)	1.00 LS	\$100,000.00	\$100,000.00	0.144	\$14,400.00	0.08	\$8,200.00	0.23	\$22,600.00	22.60%
	TOTAL	s		\$2,491,925.00		\$225.060.00		\$1,432,676.80		\$1,657,736.80	66.52%

SCHEDULE OF VALUES CERTIFICATION:

CONTRACTOR: Carter Construction, LLC

Paid with Check #1016

SIGNED:

DATE:

(1)

Paul Fowler, Project Manager 7-2-2024

ENGINEER: Gauge Engineering

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

	Addit	ional V	Vork	Items	Su	mmary	(Field C	Char	nges)					
	M Street Improvement Project					ES	TIMATE NO.:		4	1	ESTIMAT	E PERIOD:	6/1/24 - 6/30/24	-
BID	DESCRIPTION	BID QTY,	UNIT	UNIT PRICE		TOTAL	QUANTITY THIS PERIOD	Т	IOUNT THIS RIOD	QUANTITY PREVIOUS PERIODS	AMOUNT PREVIOUS PERIODS	TOTAL QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT
	Cash Allowance Items - See bid item 72				-									
	Waterline Offset (RFI 2323-02)													
73	Exploratory excavation to locate existing WL	1.00	LS	\$ 600.00	\$	600.00		\$	-	1.00	\$ 600.00	1.00	\$ 600.00	100.00%
74	Remove Existing 12" Tee	1.00	EA	\$ 400.00	\$	400.00		\$	-		\$ -	0.00	\$ -	0.00%
75	Remove Existing 12" C900 WL	20.00	LF	\$ 50.00	\$	1,000.00		\$	-	20.00	\$ 1,000.00	20.00	\$ 1,000.00	100.00%
76	Install 12" Tee at 45 Degree Angle	1.00	EA	\$ 1,500.00	\$	1,500.00		\$	-		\$ -	0.00	\$ -	0.00%
77	Instali 12" DR14 C900 WL	35.00	LF	\$ 200.00	\$	7,000.00		\$	-	33.00	\$ 6,600.00	33.00	\$ 6,600.00	94.29%
	Replace Existing 36" RCP (RFI 2323-04)													
78	Adjust Existing Storm Manhole	1.00	EA	\$ 600.00	\$	600.00		\$	-		\$ -	0.00	\$ -	0.00%
79	Reinforced Concrete Pipe, C76, Class III, Rubber Gasket (36")	48.00	LF	\$ 300.00	\$	14,400.00	48.00	\$ 1	4,400.00		\$ 	48.00	\$ 14,400.00	100.00%
	TOTALS					\$25,500.00		¢1	4,400.00		\$8.200.00		\$22,600.00	0 88.63%

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

La Porte TIRZ

9600 Long Point Road Suite 200 Houston, TX 77055

Invoice number	3331
Date	07/02/2024

Project 1336 LAPORTE - FEASIBILITY STUDY

Professional Services Provided Through June 30, 2024

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

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

Please note new mailing address

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

Gauge Engineering

11750 Katy Freeway, Suite 400 Houston, TX 77079

La Porte TIRZ

9600 Long Point Road Suite 200 Houston, TX 77055 Invoice number Date 3332 07/02/2024

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

Professional Services Provided Through June 30, 2024

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

Invoice total 45,417.13

Aging Summary

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

Please note new mailing address

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

11750 Katy Freeway, Suite 400 Houston, TX 77079

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

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

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

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

Invoice total

1,930.80



INVOICE

BILL TO	INVOICE	2038	
La Porte Redevelopment Authority/TIRZ #1	DATE	07/01/2024	
604 W. Fairmont Pkwy.			
LaPorte, TX 77571			
United States			
DESCRIPTION			AMOUNT
Professional Consulting and Administration Fee: June 2022			2,000.00
Professional Consulary and Administration Fee, June 2022			2,000.00
In-House Postage, Photocopies, Binding, Etc.: June 2024			113.03
Fed Ex Delivery: 5/15/2024			40.40
Fed Ex Delivery: 6/17/2024			64.26
			52.26
Reimbursable Mileage, Parking, Tolls and Related Expenses, L. Clayton: June 2024			02.20
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		¢	2 200 DE

BALANCE DUE

\$2,269.95

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

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

Transaction Record



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

Package information

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

Special Services:

Direct signature required

Billing information

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

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

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

Package information

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

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

LA PORTE REDEVELOPMENT AUTHORITY, CITY OF LA PORTE, TEXAS

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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

Agenda Memorandum

- TO: La Porte Redevelopment Authority Board of Directors
- FROM: Executive Director

SUBJECT: Agenda Item Materials

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

AGENDA MEMORANDUM

TO: La Porte Redevelopment Authority Board of Directors

FROM: Executive Director

SUBJECT: Agenda Item Materials

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