

LAKE HOUSTON REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

MARCH 14, 2024

BOARD PACKET

REINVESTMENT ZONE NUMBER TEN

CITY OF HOUSTON, TEXAS

AGENDA FOR MEETING OF THE BOARD OF DIRECTORS
LAKE HOUSTON REDEVELOPMENT AUTHORITY
REINVESTMENT ZONE NUMBER TEN, CITY OF HOUSTON, TEXAS (LAKE HOUSTON ZONE)

Notice is hereby given that the Board of Directors of Lake Houston Redevelopment Authority (Authority), and Tax Increment Reinvestment Zone Number Ten, Lake Houston Zone (Zone), will hold a joint meeting on **March 14, 2024**, at 8:00 a.m., at the Kingwood Community Center, 4102 Rustic Woods Drive, Kingwood, Texas 77345, and is open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Approve minutes from last meeting.
3. Comments from Council District E, Council Member Fred Flickinger.
4. Receive public comments.
5. Financial and bookkeeping matters, including acceptance of Financial Report, approving the payment of bills including:
 - a. Chick-fil-A matters.
6. Entergy Texas, Inc.
7. HNTB Report on Northpark Drive Overpass (T-1013) Project, including approving task orders, pay estimates, change orders, and final acceptance.
8. HNTB Report on Northpark Drive Reconstruction (T-1014) Project, including approving task orders, pay estimates, change orders, and final acceptance.
9. Receive presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan including:
10. Discuss meeting schedule including date and time of next meeting for **Thursday, April 11, 2024, at 8:00 a.m.**
11. Convene in Executive Session pursuant to section 551.087, Texas Government Code, 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.
12. Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.
13. Adjourn.



Ralph De Leon, Administrator for the Authority

An electronic copy of the Agenda and Board Packet can be found at: info@lhra.com

TAB

TWO

LAKE HOUSTON REDEVELOPMENT AUTHORITY AND
TAX INCREMENT REINVESTMENT ZONE NUMBER TEN,
CITY OF HOUSTON, TEXAS
JOINT BOARD OF DIRECTORS MEETING

February 8, 2024

The Board of Directors (the “Board”) of both the Lake Houston Redevelopment Authority (the “Authority”) and the Tax Increment Reinvestment Zone Number Ten, City of Houston, Texas (the “Zone”) met at 8:00 a.m., at the Kingwood Community Center, 4102 Rustic Woods Drive, Kingwood, Texas 77345, and was open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

Kimberly Brusatori	Position 1
Jeffrey Nielsen	Position 2, Chairman
Philip Ivy	Position 3, Vice Chair
Tom Broad	Position 4, Secretary
Vacant	Position 5
Billy Beattie	Position 6, Treasurer
Dr. Martin Basaldua	Position 7

and all of the above were present thus constituting a quorum.

Also attending the meeting were, District E Council Member Fred Flickinger and Dustin Hodges of the City of Houston (the “City”); Ralph De Leon of TIFWorks, LLC; Mark Arnold and Kelly Cashman of Hunton Andrews Kurth LLP; Joel Salinas and Steve Peik of HNTB Corporation; Chris Palis of Burton Accounting, P.L.L.C.; Greg Garrison of Harper Brothers Construction LLC; Adam Kupstas of Kingwood Place West Property Owners Association; Dee Price of Kingwood Service Association; Andy Rogriguez of Montgomery County Municipal Utility District 98, Glen Crawford of Aurora Technical Services; and Kingwood Residents Carroll and Nancy Edwards, Anne Vickery, Suzanna Cheek, Glenda Barth, Bob Rehak, Jerry Foley, and James Shanks.

- 1. Establish quorum and call to order.** Director Nielsen conducted a roll call of Board Members present and called the meeting to order at 8:00 a.m.
- 2. Approve minutes from last meeting.** After review and discussion, Director Broad motioned to adopt the minutes from the December 14, 2023, Board of Directors meeting, which was seconded by Director Ivy, and which passed by unanimous vote.
- 3. Comments from Council District E Council Member Fred Flickinger.** CM Flickinger acknowledged the need for further due diligence on matters related to the success of the Zone and the Projects. Mr. Hodges reported on a drainage improvement project under

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construction in Kingwood Place Village on Ladbrook Drive, consisting of adding additional inlets, with an anticipated completion date of April 2024.

4. **Receive public comment.** There were no public comments.
5. **Financial and bookkeeping matters, including acceptance of Financial Report, approving the payment of bills.** Mr. Palis reported on the Financial Statements and current Invoices due. Mr. De Leon provided an overview of expenditures paid during the prior period, including Harper Brothers Construction, Pay Applications 4, 5 & 6, and a License Fee needed to acquire an underground stormwater pipeline easement and aerial easement for the Northpark Overpass Structure from Union Pacific Railroad. After review and discussion Director Broad motioned to accept the Financial Statements, approve current invoices, and ratify expenditures made during the prior period, which was seconded by Director Beattie, and which passed by unanimous vote.
6. **Reimbursement Agreement by and Between Entergy Texas, Inc. and Lake Houston Redevelopment Authority.** Item was tabled.
7. **HNTB Report on Northpark Drive Overpass (T-1013) Project, including approving task orders, pay estimates, change orders, and final acceptance.** Mr. Peik provided a update on current construction activity related to the (T-1013) Northpark Drive Overpass Project.
8. **HNTB Report on Northpark Drive Reconstruction (T-1014) Project, including approving task orders, pay estimates, change orders, and final acceptance.** Mr. Salinas reported that TxDOT had approved the schematic for the (T-1014) Northpark Drive Reconstruction Project and provided a reminder of the upcoming LHRA/TxDOT T-1014 Project Public Meeting scheduled for Thursday, March 7, 2024, from 5 p.m. to 7 p.m., in the Kingwood Community Center, and noted the Public Meeting was a National Environmental Policy Act (NEPA) compliance requirement. Mr. De Leon reported now that the TxDOT has approved the schematic design, the engineers are able to set the horizontal and vertical profiles of the roadway and can now determine how much right-of-way will be required to construct the project.
9. **Receive presentations, reports, or updates from the Directors, consultants, City of Houston staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan.** There were no reports.
10. **Discuss meeting schedule including date and time of next meeting for Thursday, March 14, 2024, at 8:00 a.m.** No action was taken.
11. **Convene in Executive Session pursuant to section 551.087, Texas Government Code, to discuss economic development matters of the Zone.** There was no executive session.

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12. **Reconvene in Open Session and authorize appropriate action regarding economic development negotiations.** No action was taken.
13. **Adjourn.** At 9:03 a.m, Director Broad motioned to adjourn, which was seconded by Director Brusatori, and which passed unanimously.

Secretary, Board of Directors

TAB

FIVE



MUNICIPAL ACCOUNTS
& CONSULTING, L.P.

Lake Houston
Redevelopment Authority

Bookkeeper's Report

March 14, 2024

Lake Houston Redevelopment Authority
Account Balances

As of March 14, 2024

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
Fund: Operating					
Money Market Funds					
PROSPERITY BANK. (XXXX8051)			0.85%	8,355.40	
TEXAS CAPITAL BANK (XXXX4012)			5.46%	8,750,710.12	
TEXAS CLASS (XXXX2345)			5.25%	2,152.83	
US BANK (XXXX2056)			5.54%	20,000,010.00	
Checking Account(s)					
PROSPERITY BANK (XXXX8211)			0.00%	21,174.88	
TEXAS CAPITAL BANK (XXX1785)			0.00%	1,304.41	
Totals for Operating Fund:				\$28,783,707.64	
Fund: Debt Service					
Checking Account(s)					
REGIONS BANK (XXXX2442)			5.18%	3,688.51	Regions Pledged Revenue
REGIONS BANK (XXXX2443)			5.18%	23,818.71	Regions Debt Service
REGIONS BANK (XXXX2444)			5.18%	2,843,058.63	Regions Debt Serv Reserve
Totals for Debt Service Fund:				\$2,870,565.85	
Fund: Capital Projects					
Checking Account(s)					
REGIONS BANK (XXXX2445)			5.18%	16,264,274.72	Regions Project
Totals for Capital Projects Fund:				\$16,264,274.72	
Grand total for Lake Houston Redevelopment Authority:				\$47,918,548.21	

Cash Flow Report - Prosperity Bank Operating Account

As of March 14, 2024

Num	Name	Memo	Amount	Balance
BALANCE AS OF 02/09/2024				\$21,174.88
Receipts				
	No Receipts Activity		0.00	
Total Receipts			<u>0.00</u>	0.00
Disbursements				
	No Disbursements Activity		0.00	
Total Disbursements			<u>0.00</u>	<u>0.00</u>
BALANCE AS OF 03/14/2024				<u><u>\$21,174.88</u></u>

Cash Flow Report - Texas Capital Operating Account

As of March 14, 2024

Num	Name	Memo	Amount	Balance
BALANCE AS OF 02/09/2024				\$530.29
Receipts				
	Wire Transfer from Money Market		69,000.00	
	Wire Transfer from Money Market		173,000.00	
Total Receipts				242,000.00
Disbursements				
5044	Kingwood Place West Community Assoc. Inc	Kingwood Place West Irrigation System	(2,352.22)	
ACH	Union Pacific Railroad Company	Northpark Drive, 975517U, 22.13 Lufkin Subdivisi	(68,625.00)	
ACH	HNTB Corporation	Engineering Fees	(84,137.35)	
ACH	Hunton Andrews Kurth LLP	Legal Fees	(12,210.61)	
ACH	TIFWorks LLC	Basic Services - February 2024	(15,128.49)	
ACH	Union Pacific Railroad Company	Northpark Drive	(22,375.39)	
ACH	Hollaway Environmental + Communications	Northpark Drive Construction	(36,138.04)	
Bnk Chrg	Texas Capital Bank	Service Charge on Texas Capital Operating	(258.78)	
Total Disbursements				(241,225.88)
BALANCE AS OF 03/14/2024				\$1,304.41

Cash Flow Report - Regions Project Account

As of March 14, 2024

Num	Name	Memo	Amount	Balance
BALANCE AS OF 02/09/2024				\$16,861,225.06
Receipts				
	Interest Earned on Regions CPF		83,979.98	
Total Receipts				83,979.98
Disbursements				
ACH	Harper Brothers Construction, LLC	Pay Application 7	(680,930.32)	
Total Disbursements				(680,930.32)
BALANCE AS OF 03/14/2024				\$16,264,274.72

Lake Houston Redevelopment Authority 2018
Cash Flow Report - Regions Debt Service Account
 As of March 14, 2024

Num	Name	Memo	Amount	Balance
BALANCE AS OF 02/09/2024				\$814,724.18
Receipts				
	Interest Earned on Regions DSF		3,607.03	
Total Receipts				3,607.03
Disbursements				
Bond Pmt	Regions Trustee	Bond Payment	(794,512.50)	
Total Disbursements				(794,512.50)
BALANCE AS OF 03/14/2024				\$23,818.71

Cash Flow Report - Regions Debt Serv Reserve Account

As of March 14, 2024

Num	Name	Memo	Amount	Balance
	BALANCE AS OF 02/09/2024			\$2,830,527.03
	Receipts			
	Interest Earned on Regions Debt Service Reserve		12,531.60	
	Total Receipts			12,531.60
	Disbursements			
	No Disbursements Activity		0.00	
	Total Disbursements			0.00
	BALANCE AS OF 03/14/2024			\$2,843,058.63

Balance Sheet

As of February 29, 2024

Feb 29, 24

ASSETS

Current Assets

Checking/Savings

%\$ ' DfcgdYf]m6Lb_`C dYfU]b[21,175
%\$(' DfcgdYf]mGJ]b[gl , \$) %	8,355
%\$ ' HY Uj7 Ugg	2,153
%\$ ' HY Uj7 Uj]U`C dYfU]b[647
%\$ ' HY Uj7 Uj]U`A A 1 (\$&	8,923,710
%\$ ' FY[]cbgDfc`MM	16,264,275
%\$(' i G6Lb_1 &\$)*	20,000,010
%\$ ' FY[]cbg8 WnGyf]W	818,331
%\$ ' FY[]cbg8 WnGyf]FYgyf Y	2,843,059
%\$ ' FY[]cbgD`YX[YX FY Ybi Y	3,689

Total Checking/Savings 48,885,403

Total Current Assets 48,885,403

TOTAL ASSETS 48,885,403

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

 &\$\$\$ ' 5Wti bngDUhtWY 168,922

Total Accounts Payable 168,922

Other Current Liabilities

 Retainage Payable 362,559

Total Other Current Liabilities 362,559

Total Current Liabilities 531,480

Total Liabilities 531,480

Equity

 ' \$\$\$ ' CdYb]b['6ULbW9ei]m 3,266

 ' \$\$\$ ' i bfYgf]M`X B Yh5gdYng 61,668,541

 Net Income (13,317,885)

Total Equity 48,353,922

TOTAL LIABILITIES & EQUITY 48,885,403

Lake Houston Redevelopment Authority
Balance Sheet Prev Year Comparison
As of February 29, 2024

	Feb 29, 24	Feb 28, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
11101 · PNC Checking x3833	0.00	2,488,879.59	-2,488,879.59	-100.0%
11102 · PNC Loan Pledge x6142	0.00	303,303.01	-303,303.01	-100.0%
11103 · Prosperity Bank Operating	21,174.88	21,174.88	0.00	0.0%
11104 · Prosperity Savings x8051	8,355.40	8,285.18	70.22	0.9%
11105 · PNC Money Mkt x4078	0.00	13,893.68	-13,893.68	-100.0%
11110 · Texas Class	2,152.83	5,440,295.46	-5,438,142.63	-100.0%
11201 · Texas Capital Operating	646.51	9,535,467.36	-9,534,820.85	-100.0%
11202 · Texas Capital MM x4012	8,923,710.12	9,633,201.80	-709,491.68	-7.4%
11203 · Regions Project	16,264,274.72	24,186,821.67	-7,922,546.95	-32.8%
11204 · US Bank x2056	20,000,010.00	0.00	20,000,010.00	100.0%
11301 · Regions Debt Service	818,331.21	811,266.39	7,064.82	0.9%
11302 · Regions Debt Serv Reserve	2,843,058.63	2,704,297.51	138,761.12	5.1%
11303 · Regions Pledged Revenue	3,688.51	3,288.18	400.33	12.2%
Total Checking/Savings	48,885,402.81	55,150,174.71	-6,264,771.90	-11.4%
Total Current Assets	48,885,402.81	55,150,174.71	-6,264,771.90	-11.4%
TOTAL ASSETS	48,885,402.81	55,150,174.71	-6,264,771.90	-11.4%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	168,921.88	94,353.86	74,568.02	79.0%
Total Accounts Payable	168,921.88	94,353.86	74,568.02	79.0%
Other Current Liabilities				
Retainage Payable	362,558.60	0.00	362,558.60	100.0%
Total Other Current Liabilities	362,558.60	0.00	362,558.60	100.0%
Total Current Liabilities	531,480.48	94,353.86	437,126.62	463.3%
Total Liabilities	531,480.48	94,353.86	437,126.62	463.3%
Equity				
30000 · Opening Balance Equity	3,265.58	3,265.58	0.00	0.0%
32000 · Unrestricted Net Assets	61,668,541.38	49,096,347.89	12,572,193.49	25.6%
Net Income	-13,317,884.63	5,956,207.38	-19,274,092.01	-323.6%
Total Equity	48,353,922.33	55,055,820.85	-6,701,898.52	-12.2%
TOTAL LIABILITIES & EQUITY	48,885,402.81	55,150,174.71	-6,264,771.90	-11.4%

Lake Houston Redevelopment Authority

Profit & Loss

July 2023 through February 2024

	Jul '23 - Feb 24
Ordinary Income/Expense	
Income	
Interest Income - CPF	760,827.52
Interest Income - DSF	121,173.06
Interest Income - Savings	414,986.98
Total Income	1,296,987.56
Cost of Goods Sold	
Capital Improvement Projects	
T-1013 Northpark Dr Overpass Pr	10,358,902.04
T-1014A Northpark Drive	132,086.42
T-1014B Northpark Drive	46,574.31
Total Capital Improvement Projects	10,537,562.77
Total COGS	10,537,562.77
Gross Profit	-9,240,575.21
Expense	
Debt Service	
63400 · Interest Expense	794,512.50
Total Debt Service	794,512.50
Developer Reimbursement	
Amvest-Skylark	321,343.25
Barrington	427,414.60
Classic Contractors	208,279.60
Friendswood	
Friendswood - Onsite Improv.	852,278.79
Total Friendswood	852,278.79
Mainstreet - Lovett	247,173.57
Meritage	337,875.93
Riverpoint Village	65,539.61
Stratus	377,077.26
Total Developer Reimbursement	2,836,982.61
TIRZ Admin and Overhead	
Accounting	13,750.00
Administrative Consultants	89,220.79
Audit	19,750.00
Tax Consultants	14,227.20
64900 · Office Supplies	218.38
Total TIRZ Admin and Overhead	137,166.37
Transfers	
Municipal Services	205,530.00
Total Transfers	205,530.00
60400 · Bank Service Charges	2,055.95
66700 · Professional Fees	
Construction audit	3,500.00
Engineering Consultants	37,739.76
Legal Fees	59,757.62
Total 66700 · Professional Fees	100,997.38
68400 · Travel Expense	64.61
Total Expense	4,077,309.42
Net Ordinary Income	-13,317,884.63
Net Income	-13,317,884.63

**Lake Houston Redevelopment Authority
Profit & Loss Prev Year Comparison**

July 2023 through February 2024

	Jul '23 - Feb 24	Jul '22 - Feb 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
COH Contribution	0.00	9,455,000.00	-9,455,000.00	-100.0%
Interest Income - CPF	760,827.52	440,197.31	320,630.21	72.8%
Interest Income - DSF	121,173.06	65,827.72	55,345.34	84.1%
Interest Income - Savings	414,986.98	303,137.19	111,849.79	36.9%
Total Income	1,296,987.56	10,264,162.22	-8,967,174.66	-87.4%
Cost of Goods Sold				
Capital Improvement Projects				
T-1013 Northpark Dr Overpass Pr	10,358,902.04	269,116.22	10,089,785.82	3,749.2%
T-1014A Northpark Drive	132,086.42	212,028.77	-79,942.35	-37.7%
T-1014B Northpark Drive	46,574.31	101,073.96	-54,499.65	-53.9%
Total Capital Improvement Projects	10,537,562.77	582,218.95	9,955,343.82	1,709.9%
Total COGS	10,537,562.77	582,218.95	9,955,343.82	1,709.9%
Gross Profit	-9,240,575.21	9,681,943.27	-18,922,518.48	-195.4%
Expense				
Debt Service				
63400 · Interest Expense	794,512.50	794,512.50	0.00	0.0%
Debt Service - Other	0.00	3,225.00	-3,225.00	-100.0%
Total Debt Service	794,512.50	797,737.50	-3,225.00	-0.4%
Developer Reimbursement				
Amvest-Skylark	321,343.25	268,260.72	53,082.53	19.8%
Barrington	427,414.60	424,780.65	2,633.95	0.6%
Classic Contractors	208,279.60	168,647.15	39,632.45	23.5%
Friendswood				
Friendswood - Onsite Improv.	852,278.79	1,002,719.29	-150,440.50	-15.0%
Total Friendswood	852,278.79	1,002,719.29	-150,440.50	-15.0%
Holley-Gunlganti	0.00	3,239.74	-3,239.74	-100.0%
Mainstreet - Lovett	247,173.57	231,321.21	15,852.36	6.9%
Meritage	337,875.93	304,942.21	32,933.72	10.8%
Riverpoint Village	65,539.61	61,318.09	4,221.52	6.9%
Stratus	377,077.26	259,155.73	117,921.53	45.5%
Total Developer Reimbursement	2,836,982.61	2,724,384.79	112,597.82	4.1%
TIRZ Admin and Overhead				
Accounting	13,750.00	10,777.59	2,972.41	27.6%
Administrative Consultants	89,220.79	76,624.27	12,596.52	16.4%
Audit	19,750.00	12,250.00	7,500.00	61.2%
Office Administration	0.00	1,188.00	-1,188.00	-100.0%
Tax Consultants	14,227.20	13,258.80	968.40	7.3%
64900 · Office Supplies	218.38	0.00	218.38	100.0%
Total TIRZ Admin and Overhead	137,166.37	114,098.66	23,067.71	20.2%
Transfers				
Municipal Services	205,530.00	0.00	205,530.00	100.0%
Total Transfers	205,530.00	0.00	205,530.00	100.0%
60400 · Bank Service Charges	2,055.95	3,308.95	-1,253.00	-37.9%
66700 · Professional Fees				
Construction audit	3,500.00	6,000.00	-2,500.00	-41.7%
Engineering Consultants	37,739.76	44,657.05	-6,917.29	-15.5%
Legal Fees	59,757.62	35,548.94	24,208.68	68.1%
Total 66700 · Professional Fees	100,997.38	86,205.99	14,791.39	17.2%
68400 · Travel Expense	64.61	0.00	64.61	100.0%
Total Expense	4,077,309.42	3,725,735.89	351,573.53	9.4%
Net Ordinary Income	-13,317,884.63	5,956,207.38	-19,274,092.01	-323.6%
Net Income	-13,317,884.63	5,956,207.38	-19,274,092.01	-323.6%

**Lake Houston Redevelopment Authority
Profit & Loss Detail**

July 2023 through June 2024

Date	Num	Name	Memo	Debit	Credit	Balance
Ordinary Income/Expense						
Income						
Interest Income - CPF						
07/31/2023			Interest - July		101,043.68	101,043.68
08/31/2023			Interest - August		105,719.59	206,763.27
09/27/2023			Interest - September		104,379.30	311,142.57
10/31/2023			Interest - October		92,935.75	404,078.32
11/30/2023			Interest - November		94,151.51	498,229.83
12/31/2023			Interest - December		90,214.40	588,444.23
01/31/2024			Interest - January		88,403.31	676,847.54
02/29/2024			Interest - February		83,979.98	760,827.52
			Total Interest Income - CPF	0.00	760,827.52	760,827.52
Interest Income - DSF						
07/31/2023			Interest - July	81.25		81.25
07/31/2023			Interest - July	11,297.56		11,378.81
07/31/2023			Interest - July	13.74		11,392.55
08/31/2023			Interest - August	14.37		11,406.92
08/31/2023			Interest - August	85.01		11,491.93
08/31/2023			Interest - August	11,820.37		23,312.30
09/27/2023			Interest - September	6,020.14		29,332.44
09/27/2023			Interest - September	12,260.07		41,592.51
09/27/2023			Interest - September	241.63		41,834.14
10/31/2023			Interest - October	15.36		41,849.50
10/31/2023			Interest - October	3,433.80		45,283.30
10/31/2023			Interest - October	11,934.68		57,217.98
11/30/2023			Interest - November	16.13		57,234.11
11/30/2023			Interest - November	3,579.01		60,813.12
11/30/2023			Interest - November	12,434.25		73,247.37
12/01/2023			Interest - December	15.71		73,263.08
12/31/2023			Interest - December	3,485.72		76,748.80
12/31/2023			Interest - December	12,110.15		88,858.95
01/31/2024			Interest - January	16.26		88,875.21
01/31/2024			Interest - January	12,534.96		101,410.17
01/31/2024			Interest - January	3,608.00		105,018.17
02/29/2024			Interest - February	16.26		105,034.43
02/29/2024			Interest - February	12,531.60		117,566.03
02/29/2024			Interest - February	3,607.03		121,173.06
			Total Interest Income - DSF	0.00	121,173.06	121,173.06
Interest Income - Savings						
07/31/2023			Interest - July		1.45	1.45
07/31/2023			Interest - July		0.07	1.52
07/31/2023			Interest - July		6.00	7.52
07/31/2023			Interest - July		8.83	16.35
07/31/2023			Interest - July		102,505.03	102,521.38
08/31/2023			Interest - August		55,610.37	158,131.75
08/31/2023			Interest - August		6.00	158,137.75
08/31/2023			Interest - August		9.23	158,146.98
09/01/2023			Interest - September		0.36	158,147.34
09/30/2023			Interest - September		5.81	158,153.15
09/30/2023			Interest - September		52,682.25	210,835.40
09/30/2023			Interest - September		8.98	210,844.38
10/31/2023			Interest - October		6.01	210,850.39
10/31/2023			Interest - October		43,100.75	253,951.14
10/31/2023			Interest - October		9.30	253,960.44
11/30/2023			Interest - November		5.82	253,966.26
11/30/2023			Interest - November		40,966.84	294,933.10
11/30/2023			Interest - November		9.05	294,942.15
12/31/2023			Interest - December		9.47	294,951.62
12/31/2023			Interest - December		6.02	294,957.64
12/31/2023			Interest - December		41,349.90	336,307.54
01/31/2024			Interest - January		40,948.30	377,255.84
01/31/2024			Interest - January		6.01	377,261.85
01/31/2024			Interest - January		9.62	377,271.47
02/29/2024			Interest - February		5.62	377,277.09
02/29/2024			Interest - February		37,700.93	414,978.02
02/29/2024			Interest - February		8.96	414,986.98
			Total Interest Income - Savings	0.00	414,986.98	414,986.98
			Total Income	0.00	1,296,987.56	1,296,987.56
Cost of Goods Sold						
Capital Improvement Projects						
T-1013 Northpark Dr Overpass Pr						
07/01/2023	90124325	Union Pacific Railroad Company	Contract W052076 - 53998 (\$49,361)	2,033.00		2,033.00
07/01/2023	90125569	Union Pacific Railroad Company	Contract W052076 - 53998 (\$49,361)	2,173.00		4,206.00
07/31/2023	131806039	Hunton Andrews Kurth LLP	Legal Services - July 2023	1,068.00		5,274.00
07/31/2023	131806041	Hunton Andrews Kurth LLP	Legal Services - July 2023 (Parcel 1)	937.50		6,211.50
07/31/2023	131806040	Hunton Andrews Kurth LLP	Legal Services - July 2023 (Parcel 8)	18,911.00		25,122.50
07/31/2023	013-65885-CN-001	HNTB Corporation	Northpark CEI - Task Order 6	49,292.60		74,415.10
07/31/2023	037-65885-PL-002	HNTB Corporation	NorthPark - Project Management	6,850.56		81,265.66
07/31/2023	0754430	Union Pacific Railroad Company	Northpark Drive Overpass Crossings DOT #975518B & #975516M	2,168,949.00		2,250,214.66
08/31/2023	Pay Est. 1	Harper Brothers Construction, LLC	Pay Application 1	1,730,667.35		3,980,882.01
08/31/2023	131806562	Hunton Andrews Kurth LLP	Legal Services - August 2023	2,595.50		3,983,477.51
08/31/2023	131806565	Hunton Andrews Kurth LLP	Legal Services - August 2023 (Parcel 1)	3,902.50		3,987,380.01
08/31/2023	131806563	Hunton Andrews Kurth LLP	Legal Services - August 2023 (Parcel 8)	6,615.50		3,993,995.51
08/31/2023	131806566	Hunton Andrews Kurth LLP	Legal Services - August 2023 (Parcel 12, 18, & 25)	5,312.50		3,999,308.01
08/31/2023	014-65885-CN-001	HNTB Corporation	Northpark CEI - Task Order 6	148,529.73		4,147,837.74
08/31/2023	038-65885-PL-002	HNTB Corporation	NorthPark - Project Management	10,535.64		4,158,373.38
09/30/2023	131807602	Hunton Andrews Kurth LLP	Legal Services - September 2023 (Parcel 8)	4,608.50		4,162,981.88
09/30/2023	015-65885-CN-001	HNTB Corporation	Northpark CEI - Task Order 6	128,912.74		4,291,894.62
09/30/2023	039-65885-PL-002	HNTB Corporation	NorthPark - Project Management	64,706.88		4,356,601.50
09/30/2023	Pay Est. 2	Harper Brothers Construction, LLC	Pay Application 2	1,205,048.40		5,561,649.90
09/30/2023	90129847	Union Pacific Railroad Company	Contract W052076 - 53998 (\$49,361)	4,976.75		5,566,626.65
10/03/2023	21-05-06672	The Montgomery County District Cl...	Cause No. 21-05-06672 in County Court at Law 2; City of Houston v. Festiv...	1,506.00		5,568,132.65
10/31/2023	131808571	Hunton Andrews Kurth LLP	Legal Services - October 2023	724.50		5,568,857.15
10/31/2023	131808572	Hunton Andrews Kurth LLP	Legal Services - October 2023 (Parcel 8)	904.02		5,569,761.17
10/31/2023	016-65885-CN-001	HNTB Corporation	Northpark CEI - Task Order 6	88,290.23		5,658,051.40
10/31/2023	040-65885-PL-002	HNTB Corporation	NorthPark - Project Management	11,205.00		5,669,256.40
10/31/2023	Pay Est. 3	Harper Brothers Construction, LLC	Pay Application 3	738,780.71		6,408,037.11
11/10/2023	Pay Estimate No. 4	Harper Brothers Construction, LLC	Pay Application 4	575,935.09		6,983,972.20
11/15/2023	0754430	Union Pacific Railroad Company	Public Highway At-Grade Crossing Agreement	53,000.00		7,036,972.20
11/24/2023	041-65885-PL-001	HNTB Corporation	Northpark T01 - On-Call Engineering Services	1,462.44		7,038,434.64
11/24/2023	041-65885-PL-002	HNTB Corporation	Northpark T02 - Project Management	5,120.16		7,043,554.80
11/30/2023	017-65885-CN-001	HNTB Corporation	Northpark CEI - Task Order 6	62,252.83		7,105,807.63
11/30/2023	131809679	Hunton Andrews Kurth LLP	Legal Services	474.50		7,106,282.13
11/30/2023	131809680	Hunton Andrews Kurth LLP	T-1013 - Northpark Drive Overpass Project	826.84		7,107,108.97
11/30/2023	90123299	Union Pacific Railroad Company	Contract W052076 - 53998 (\$49,361)	918.50		7,108,027.47
12/10/2023	5	Harper Brothers Construction, LLC	Pay Application 5	244,825.83		7,352,853.30
12/29/2023	018-65885-CN-001	HNTB Corporation	Northpark Dr Overpass Project	80,282.93		7,433,136.23
12/31/2023	131810390	Hunton Andrews Kurth LLP	T-1013 - Northpark Drive Overpass Project	492.20		7,433,628.43

**Lake Houston Redevelopment Authority
Profit & Loss Detail**

July 2023 through June 2024

Date	Num	Name	Memo	Debit	Credit	Balance
01/10/2024	Pay App 6	Harper Brothers Construction, LLC	Pay Application 6	2,039,145.94		9,472,774.37
01/24/2024	Project No. 0782454	Union Pacific Railroad Company	License Agreement	24,720.00		9,497,494.37
01/31/2024	131811568	Hunton Andrews Kurth LLP	T-1013 - Northpark Drive Overpass Project	3,652.00		9,501,146.37
01/31/2024	019-65885-CN-001	HNTB Corporation	Northpark Dr Overpass Project	60,087.78		9,561,234.15
01/31/2024	90132842	Union Pacific Railroad Company	Contract WO52076 - 53998 (\$49,361)	12,274.14		9,573,508.29
02/07/2024	975517U	Union Pacific Railroad Company	License Agreement	68,625.00		9,642,133.29
02/10/2024	Pay App 7	Harper Brothers Construction, LLC	Pay Application 7	716,768.75		10,358,902.04
Total T-1013 Northpark Dr Overpass Pr				10,358,902.04	0.00	10,358,902.04
T-1014A Northpark Drive						
07/31/2023	23-0362	Hollaway Environmental + Commun...	Northpark Drive Construction	221.25		221.25
07/31/2023	029-65885-PL-003	HNTB Corporation	Northpark T04	2,778.42		2,999.67
07/31/2023	029-65885-DS-002	HNTB Corporation	Northpark T05	23,618.40		26,618.07
08/31/2023	23-0441	Hollaway Environmental + Commun...	Northpark Drive Construction	3,232.50		29,850.57
08/31/2023	030-65885-PL-003	HNTB Corporation	Northpark T04	3,423.96		33,274.53
09/30/2023	031-65885-PL-003	HNTB Corporation	Northpark T04	1,890.11		35,164.64
09/30/2023	031-65885-DS-002	HNTB Corporation	Northpark T05	13,746.24		48,910.88
09/30/2023	23-0506	Hollaway Environmental + Commun...	Northpark Drive Construction	6,910.00		55,820.88
10/31/2023	032-65885-PL-003	HNTB Corporation	Northpark T04	2,339.60		58,160.48
10/31/2023	23-0576	Hollaway Environmental + Commun...	Northpark Drive Construction	6,295.00		64,455.48
11/24/2023	033-65885-PL-003	HNTB Corporation	Northpark Drive	1,300.02		65,755.50
11/30/2023	23-0626	Hollaway Environmental + Commun...	Northpark Drive Construction	8,782.50		74,538.00
12/29/2023	034-65885-PL-003	HNTB Corporation	Northpark T04	951.66		75,489.66
12/31/2023	24-0021	Hollaway Environmental + Commun...	Northpark Drive Construction	12,175.00		87,664.66
01/31/2024	035-65885-PL-003	HNTB Corporation	Northpark T04	1,941.96		89,606.62
01/31/2024	035-65885-DS-002	HNTB Corporation	Northpark T05	6,341.76		95,948.38
01/31/2024	24-0059	Hollaway Environmental + Commun...	Northpark Drive Construction	15,279.35		111,227.73
02/29/2024	24-0122	Hollaway Environmental + Commun...	Northpark Drive Construction	20,858.69		132,086.42
03/31/2024	21464	Kingwood Place West Community ...	Kingwood Place West Irrigation System	2,352.22		134,438.64
Total T-1014A Northpark Drive				134,438.64	0.00	134,438.64
T-1014B Northpark Drive						
07/31/2023	029-65885-PL-003	HNTB Corporation	Northpark T04	3,184.50		3,184.50
07/31/2023	029-65885-DS-002	HNTB Corporation	Northpark T05	15,745.60		18,930.10
08/31/2023	030-65885-PL-003	HNTB Corporation	Northpark T04	3,830.04		22,760.14
09/30/2023	031-65885-PL-003	HNTB Corporation	Northpark T04	3,324.91		26,085.05
09/30/2023	031-65885-DS-002	HNTB Corporation	Northpark T05	9,043.11		35,128.16
10/31/2023	032-65885-PL-003	HNTB Corporation	Northpark T04	2,302.26		37,430.42
11/24/2023	033-65885-PL-003	HNTB Corporation	Northpark Drive	1,706.10		39,136.52
12/29/2023	034-65885-PL-003	HNTB Corporation	Northpark Drive	1,804.62		40,941.14
01/31/2024	035-65885-PL-003	HNTB Corporation	Northpark T04	1,941.96		42,883.10
01/31/2024	035-65885-DS-002	HNTB Corporation	Northpark T05	3,691.21		46,574.31
Total T-1014B Northpark Drive				46,574.31	0.00	46,574.31
Total Capital Improvement Projects				10,539,914.99	0.00	10,539,914.99
Total COGS				10,539,914.99	0.00	10,539,914.99
Gross Profit				10,539,914.99	1,296,987.56	-9,242,927.43
Expense						
Debt Service						
63400 - Interest Expense						
09/01/2023	2023 Debt	Regions Trustee	Debt Service Payment - Interest	794,512.50		794,512.50
03/01/2024	Bond Pmt	Regions Trustee	Bond Payment - Series 2021	794,512.50		1,589,025.00
Total 63400 - Interest Expense				1,589,025.00	0.00	1,589,025.00
Total Debt Service				1,589,025.00	0.00	1,589,025.00
Developer Reimbursement						
Amvest-Skylark						
09/30/2023	2023 Developer Pay	Skymark Development Company Inc.	2023 Developer Payment	321,343.25		321,343.25
Total Amvest-Skylark				321,343.25	0.00	321,343.25
Barrington						
09/30/2023	2023 Developer Pay	District EIA Acquisition, LLC	2023 Developer Payment	427,414.60		427,414.60
Total Barrington				427,414.60	0.00	427,414.60
Classic Contractors						
09/30/2023	2023 Developer Pay	Gene R. Mendel/Classic Contractor	2023 Developer Payment	208,279.60		208,279.60
Total Classic Contractors				208,279.60	0.00	208,279.60
Friendswood						
Friendswood - Onsite Improv.						
09/30/2023	2023 Developer Pay	Friendswood Development Co LLC	2023 Developer Payment - ONSITE Jurs: 585	195,246.02		195,246.02
09/30/2023	2023 Developer Pay	Friendswood Development Co LLC	2023 Developer Payment - ONSITE Jurs: 858	657,032.77		852,278.79
Total Friendswood - Onsite Improv.				852,278.79	0.00	852,278.79
Total Friendswood				852,278.79	0.00	852,278.79
Mainstreet - Lovett						
09/30/2023	2023 Developer Pay	Lovett Commercial	2023 Developer Payment	247,173.57		247,173.57
Total Mainstreet - Lovett				247,173.57	0.00	247,173.57
Meritage						
09/30/2023	2023 Developer Pay	Meritage Homes of Texas LLC	2023 Developer Payment	337,875.93		337,875.93
Total Meritage				337,875.93	0.00	337,875.93
Riverpoint Village						
09/30/2023	2023 Developer Pay	Riverpoint Village Partners LLC	2023 Developer Payment	65,539.61		65,539.61
Total Riverpoint Village				65,539.61	0.00	65,539.61
Stratus						
09/30/2023	2023 Developer Pay	Stratus Kingwood Place LP	2023 Developer Payment	377,077.26		377,077.26
Total Stratus				377,077.26	0.00	377,077.26
Total Developer Reimbursement				2,836,982.61	0.00	2,836,982.61
TIRZ Admin and Overhead Accounting						
09/30/2023	85030	Municipal Accounts & Consulting, L...	Bookkeeping Services - July through September	5,000.00		5,000.00
11/30/2023	85082	Municipal Accounts & Consulting, L...	Bookkeeping Services - October through November	5,000.00		10,000.00
01/31/2024	85107	Municipal Accounts & Consulting, L...	Bookkeeping Services	3,750.00		13,750.00
Total Accounting				13,750.00	0.00	13,750.00
Administrative Consultants						

**Lake Houston Redevelopment Authority
Profit & Loss Detail**

July 2023 through June 2024

Date	Num	Name	Memo	Debit	Credit	Balance
07/31/2023	No. 87	TIFWorks LLC	Basic Services - July 2023	9,834.44		9,834.44
08/31/2023	No. 88	TIFWorks LLC	Basic Services - August 2023	9,940.27		19,774.71
09/30/2023	No. 89	TIFWorks LLC	Basic Services - September 2023	9,834.44		29,609.15
10/31/2023	No. 90	TIFWorks LLC	Basic Services - October 2023	9,942.76		39,551.91
10/31/2023	No. 91	TIFWorks LLC	Basic Services - November 2023	9,834.44		49,386.35
12/31/2023	No. 91	TIFWorks LLC	Basic Services - December 2023	9,834.44		59,220.79
01/31/2024	No. 92	TIFWorks LLC	Basic Services - January 2024	15,000.00		74,220.79
02/29/2024	No. 93	TIFWorks LLC	Basic Services - February 2024	15,000.00		89,220.79
Total Administrative Consultants				89,220.79	0.00	89,220.79
Audit						
09/30/2023	Audit FY 2023	McCall Gibson Swedlund Barfoot P...	Audit Invoice 2023 -- Interim	10,000.00		10,000.00
09/30/2023	85030	Municipal Accounts & Consulting, L....	Audit Preparation	2,000.00		12,000.00
10/11/2023	Audit FY 2023	McCall Gibson Swedlund Barfoot P...	Audit Invoice 2023 -- Final	4,750.00		16,750.00
10/15/2023	10907	Burton Accounting, PLLC	Preparation of Agreed Upon Procedures Report for FY23	3,000.00		19,750.00
Total Audit				19,750.00	0.00	19,750.00
Tax Consultants						
07/31/2023	60447	Equitax Inc	Tax Consultant - 2023/2024 Annual	14,227.20		14,227.20
Total Tax Consultants				14,227.20	0.00	14,227.20
64900 - Office Supplies						
12/31/2023	No. 91	TIFWorks LLC	Basic Services - December 2023	107.89		107.89
02/29/2024	No. 93	TIFWorks LLC	Basic Services - February 2024	110.49		218.38
Total 64900 - Office Supplies				218.38	0.00	218.38
Total TIRZ Admin and Overhead				137,166.37	0.00	137,166.37
Transfers						
Municipal Services						
07/13/2023	FY23 Municipal Serv	City of Houston_	Municipal Services Fee FY2023	205,530.00		205,530.00
Total Municipal Services				205,530.00	0.00	205,530.00
Total Transfers				205,530.00	0.00	205,530.00
60400 - Bank Service Charges						
07/31/2023	Bnk Chg	Texas Capital Bank	Service Charge	8.02		8.02
07/31/2023	Bnk Chg	PNC Bank, N.A.	Service Charge	421.15		429.17
09/11/2023	Bnk Chg	Texas Capital Bank	Service Charge	96.36		525.53
09/12/2023	Bnk Chg	PNC Bank, N.A.	Service Charge	760.78		1,286.31
10/10/2023	Bnk Chg	Texas Capital Bank	Service Charge	60.64		1,346.95
12/31/2023	Bnk Chg	Texas Capital Bank	Service Charge	204.30		1,551.25
01/10/2024	Bnk Chg	Texas Capital Bank	Service Charge	245.92		1,797.17
02/29/2024	Bnk Chrg	Texas Capital Bank	Service Charge	258.78		2,055.95
Total 60400 - Bank Service Charges				2,055.95	0.00	2,055.95
66700 - Professional Fees						
Construction audit						
11/30/2023	22-302D	Masterson Advisors LLC	Continuing Disclosure Annual Reporting Services FY23	3,500.00		3,500.00
Total Construction audit				3,500.00	0.00	3,500.00
Engineering Consultants						
07/13/2023	ACH	Walter P. Moore Inc	Payment of Invoice #0032210001	285.00		285.00
07/31/2023	037-65885-PL-001	HNTB Corporation	Northpark T01 - On-Call Engineering Services	10,588.44		10,873.44
08/31/2023	038-65885-PL-001	HNTB Corporation	Northpark T01 - On-Call Engineering Services	8,958.84		19,832.28
12/29/2023	042-65885-PL-001	HNTB Corporation	On-Call Engineering Services	1,880.28		21,712.56
12/29/2023	042-65885-PL-002	HNTB Corporation	Project Management	5,894.52		27,607.08
01/31/2024	043-65885-PL-001	HNTB Corporation	On-Call Engineering Services	1,918.08		29,525.16
01/31/2024	043-65885-PL-002	HNTB Corporation	Project Management	8,214.60		37,739.76
Total Engineering Consultants				37,739.76	0.00	37,739.76
Legal Fees						
07/31/2023	131806296	Hunton Andrews Kurth LLP	General Counsel Services	410.00		410.00
08/31/2023	131807264	Hunton Andrews Kurth LLP	General Counsel Services	24,629.96		25,039.96
09/30/2023	131808029	Hunton Andrews Kurth LLP	General Counsel Services	11,906.50		36,946.46
10/31/2023	131808977	Hunton Andrews Kurth LLP	General Counsel Services	6,802.25		43,748.71
11/30/2023	131810177	Hunton Andrews Kurth LLP	General Counsel Services	8,564.91		52,313.62
12/31/2023	131811245	Hunton Andrews Kurth LLP	General Counsel Services	7,444.00		59,757.62
Total Legal Fees				59,757.62	0.00	59,757.62
Total 66700 - Professional Fees				100,997.38	0.00	100,997.38
68400 - Travel Expense						
12/31/2023	131811245	Hunton Andrews Kurth LLP	General Counsel Services	46.61		46.61
02/29/2024	No. 93	TIFWorks LLC	Basic Services - February 2024	18.00		64.61
Total 68400 - Travel Expense				64.61	0.00	64.61
Total Expense				4,871,821.92	0.00	4,871,821.92
Net Ordinary Income				15,411,736.91	1,296,987.56	-14,114,749.35
Net Income				15,411,736.91	1,296,987.56	-14,114,749.35

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE SUMMARY

Lake Houston Redevelopment Authority
Attn: Chris Palis
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043-4001

FILE NUMBER: 122208.0000007
INVOICE NUMBER: 131811245
DATE: 01/31/2024

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

IMPORTANT MESSAGE: The Firm's fiscal year ends on March 31st. We would appreciate having your outstanding invoices paid by March 25th.
If you need further information to process our invoices, please let us know.

Please follow the remittance instructions provided and contact us if you have any questions on expediting payment.

Thank you for your business and continued support of Hunton Andrews Kurth LLP.

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending December 31, 2023 per the attached itemization:

CURRENT INVOICE SUMMARY:

RE: (Hunton # 122208.0000007) General Counsel Services

Current Fees:	\$ 7,444.00
Current Charges:	46.61
CURRENT INVOICE AMOUNT DUE:	\$ 7,490.61

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:
HUNTON ANDREWS KURTH LLP
PO BOX 405759
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:
Bank: Truist Bank, Richmond, VA
Account Name: Hunton Andrews Kurth LLP Operating
Account Number: 001458094
ABA Transit: 061000104
Swift Code (International): SNTRUS3A
Information with Wire: File: 122208.0000007, Inv: 131811245, Date: 01/31/2024

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE SUMMARY-REMITTANCE PAGE

Lake Houston Redevelopment Authority
Attn: Chris Palis
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043-4001

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DATE: 01/31/2024

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

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Account Number: 001458094
ABA Transit: 061000104
Swift Code (International): SNTRUS3A
Information with Wire: File: 122208.0000007, Inv: 131811245, Date: 01/31/2024

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE DETAIL

Lake Houston Redevelopment Authority
Attn: Chris Palis
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043-4001

FILE NUMBER: 122208.0000007
INVOICE NUMBER: 131811245
DATE: 01/31/2024

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: MARK B ARNOLD

IMPORTANT MESSAGE: The Firm's fiscal year ends on March 31st. We would appreciate having your outstanding invoices paid on or before that date. If you need further information to process our invoices, please let us know. Please follow the remittance instructions provided and contact us if you have any questions on expediting payment.

Thank you for your business and continued support of Hunton Andrews Kurth LLP.

RE: (Hunton # 122208.0000007) General Counsel Services

FOR PROFESSIONAL SERVICES RENDERED THROUGH DECEMBER 31, 2023:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
12/04/2023	M BENDER	Review comments and edits to reimbursement agreement.	0.70	567.00
12/11/2023	M BENDER	Review comments to draft reimbursement agreement.	0.40	324.00
12/11/2023	K W CASHMAN	Prepare agenda books for the December 14th board meeting.	1.50	615.00
12/12/2023	K W CASHMAN	Work on Board books for December 14th Board meeting.	1.50	615.00
12/13/2023	M BENDER	Review comments to draft reimbursement agreement.	0.70	567.00
12/14/2023	K W CASHMAN	Travel to and attend December 14, 2023 Board meeting.	3.50	1,435.00
12/14/2023	M BENDER	Prepare for and attend board meeting. Work through documents to update reimbursement agreement.	2.20	1,782.00
12/20/2023	M BENDER	Work to review upcoming cost estimates to finalize reimbursement agreement.	0.70	567.00
12/29/2023	M BENDER	Review reimbursement agreement, costs associated with relevant work, and work to analyze potential solutions.	1.20	972.00
TOTALS			12.40	7,444.00

HUNTON ANDREWS KURTH LLP
CLIENT NAME: Lake Houston Redevelopment Authority
FILE NUMBER: 122208.0000007

INVOICE: 131811245
DATE: 01/31/2024
PAGE: 2

TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
M BENDER	Associate	5.90	810.00	4,779.00
K W CASHMAN	Paralegal	6.50	410.00	2,665.00
TOTAL FEES (\$)				7,444.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

CODE	DESCRIPTION	DATE	DESCRIPTION	AMOUNT
E110	Out-of-Town Travel	12/14/2023	VENDOR: Cashman, Kelly W. INVOICE#: 6382171112211243 DATE: 12/14/2023 Mileage - 12/14/23 - Travel to and from Lake Houston TIRZ 10 Board meeting in Kingwood, Texas. - From/To - Houston to Kingwood back to office (71.16 miles/km)	46.61
TOTAL E110 OUT-OF-TOWN TRAVEL				46.61
TOTAL CURRENT EXPENSES (\$)				46.61

INVOICE SUMMARY:

Current Fees:	\$ 7,444.00
Current Charges:	46.61
CURRENT INVOICE AMOUNT DUE:	\$ 7,490.61

February 15, 2024

BY E-mail (ralph@tifworks.com; cpalis@burtonaccounting.cpa)

Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, Texas 77043

Attention: Chris Palis, CPA

Re: T-1013 – Northpark Drive Overpass Project

Dear Mr. Palis:

Enclosed is our Firm's invoice 131811568 for legal services rendered through January 31, 2024, in connection with the referenced matter. Please review this invoice and place it in line for payment at your convenience. If you have any questions concerning this invoice, please call me at (713) 220-4709.

Thank you for your attention to this matter.

Very truly yours,


J. Mark Breeding

Enclosure

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE SUMMARY

Lake Houston Redevelopment Authority
Attn: Chris Palis
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043-4001

FILE NUMBER: 122208.0000001
INVOICE NUMBER: 131811568
DATE: 02/15/2024

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

IMPORTANT MESSAGE: The Firm's fiscal year ends on March 31st. We would appreciate having your outstanding invoices paid by March 25th.
If you need further information to process our invoices, please let us know.
Please follow the remittance instructions provided and contact us if you have any questions on expediting payment.

Thank you for your business and continued support of Hunton Andrews Kurth LLP.

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending January 31, 2024 per the attached itemization:

CURRENT INVOICE SUMMARY:

RE: (Hunton # 122208.0000001, Client's # T-1013) T-1013 - Northpark Drive Overpass Project

Current Fees: \$ 3,652.00
Current Charges: 0.00

CURRENT INVOICE AMOUNT DUE: \$ 3,652.00

OUTSTANDING INVOICE SUMMARY (FOR MATTER(S) ON THIS INVOICE):

INVOICE	MATTER #	DATE	BALANCE
131806039	0000001	08/17/2023	1,068.00

Outstanding Balance (for matter(s) on this invoice): 1,068.00

TOTAL AMOUNT DUE (including Current Invoice Amount Due): 4,720.00

TO RECEIVE PROPER CREDIT, PLEASE ATTACH REMITTANCE COPY WITH PAYMENT.

FOR BILLING INQUIRIES, PLEASE CALL: 804-788-8555

To Pay By Mail:
HUNTON ANDREWS KURTH LLP
PO BOX 405759
ATLANTA, GA 30384-5759

To Pay by Wire Transfer or ACH:
Bank: Truist Bank, Richmond, VA
Account Name: Hunton Andrews Kurth LLP Operating
Account Number: 001458094
ABA Transit: 061000104
Swift Code (International): SNTRUS3A
Information with Wire: File: 122208.0000001, Inv: 131811568, Date: 02/15/2024

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

TEL 713 • 220 • 4200

EIN 54-0572269

INVOICE SUMMARY-REMITTANCE PAGE

Lake Houston Redevelopment Authority
Attn: Chris Palis
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043-4001

FILE NUMBER: 122208.0000001
INVOICE NUMBER: 131811568
DATE: 02/15/2024

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

IMPORTANT MESSAGE: The Firm's fiscal year ends on March 31st. We would appreciate having your outstanding invoices paid on or before that date. If you need further information to process our invoices, please let us know. Please follow the remittance instructions provided and contact us if you have any questions on expediting payment.

Thank you for your business and continued support of Hunton Andrews Kurth LLP.

Statement for professional services and charges rendered in connection with the referenced matter(s), for the period ending January 31, 2024 per the attached itemization:

CURRENT INVOICE SUMMARY:

RE: (Hunton # 122208.0000001, Client's # T-1013) T-1013 - Northpark Drive Overpass Project

Current Fees:	\$ 3,652.00
Current Charges:	0.00
CURRENT INVOICE AMOUNT DUE:	\$ 3,652.00

OUTSTANDING INVOICE SUMMARY (FOR MATTER(S) ON THIS INVOICE):

INVOICE	MATTER #	DATE	BALANCE
131806039	0000001	08/17/2023	1,068.00

Outstanding Balance (for matter(s) on this invoice): 1,068.00

TOTAL AMOUNT DUE (including Current Invoice Amount Due): 4,720.00

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To Pay By Mail:
HUNTON ANDREWS KURTH LLP
PO BOX 405759
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To Pay by Wire Transfer or ACH:
Bank: Truist Bank, Richmond, VA
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Information with Wire: File: 122208.0000001, Inv: 131811568, Date: 02/15/2024

HUNTON ANDREWS KURTH

HUNTON ANDREWS KURTH LLP
600 TRAVIS, STE. 4200
HOUSTON, TX 77002

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EIN 54-0572269

INVOICE DETAIL

Lake Houston Redevelopment Authority
Attn: Chris Palis
c/o Burton Accounting P.L.L.C.
1281 Brittmoore Road
Houston, TX 77043-4001

FILE NUMBER: 122208.0000001
INVOICE NUMBER: 131811568
DATE: 02/15/2024

CLIENT NAME: Lake Houston Redevelopment Authority

BILLING ATTORNEY: JOHN MARK BREEDING

IMPORTANT MESSAGE: The Firm's fiscal year ends on March 31st. We would appreciate having your outstanding invoices paid on or before that date. If you need further information to process our invoices, please let us know. Please follow the remittance instructions provided and contact us if you have any questions on expediting payment.

Thank you for your business and continued support of Hunton Andrews Kurth LLP.

RE: (Hunton # 122208.0000001, Client's # T-1013) T-1013 - Northpark Drive Overpass Project

FOR PROFESSIONAL SERVICES RENDERED THROUGH JANUARY 31, 2024:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
12/12/2023	J M BREEDING	Review and analyze correspondence from Mr. De Leon transmitting communication from Mr. Peik with HNTB transmitting proposed Letter of No Objection from Williams Pipeline relating to pre-existing pipeline over which the proposed roadway crosses; preparation of correspondence to Mr. De Leon regarding firm conflict of interest from which a consent must be obtained from the Authority and Williams Pipeline.	0.50	312.50
01/17/2024	J M BREEDING	Review and analyze correspondence from Mr. De Leon regarding proposed Letter of No Objection provided by Williams Pipeline Company and confirmation with Ms. Nguyen, Assistant City of Houston Attorney, that the proposed LONO should be revised at this time to substitute the Authority for the City in the document; preparation of correspondence to Mr. De Leon responding to same; attention strategy for negotiations relating to same.	0.50	312.50
01/26/2024	J M BREEDING	Review and analyze correspondence from Mr. De Leon regarding negotiations with Williams Pipeline Company concerning the proposed	0.30	187.50

HUNTON ANDREWS KURTH LLP
 CLIENT NAME: Lake Houston Redevelopment Authority
 FILE NUMBER: 122208.0000001

INVOICE: 131811568
 DATE: 02/15/2024
 PAGE: 2

DATE	TIMEKEEPER	DESCRIPTION	HOURS	VALUE
		letter of no objection; preparation of correspondence to Mr. De Leon responding to same; attention to LONO issues.		
01/30/2024	R J HILL	Review and analyze City of Houston determinations of public necessity; begin preparation of memorandum regarding same.	1.10	451.00
01/30/2024	J M BREEDING	Review, analyze, and prepare revisions to draft Letter of No Objection provided by Williams Pipeline Company; review, analyze, and respond to correspondence from Mr. De Leon regarding City of Houston Council ordinances declaring public necessity would encompass an eminent domain action with regard Entergy property interests; review and analyze correspondence from Mr. De Leon transmitting communications between City of Houston Public Works and Entergy regarding utility relocations; attention to analysis of same.	1.80	1,125.00
01/31/2024	R J HILL	Review and analyze City of Houston determinations of public necessity; continue preparation of memorandum regarding same.	1.10	451.00
01/31/2024	J M BREEDING	Review, analyze, and revise draft Letter of No Objection provided by Williams Pipeline Company; preparation of correspondence to Ms. Nguyen, Assistant City Attorney, transmitting and discussing same; review and analyze correspondence from Ms. Nguyen regarding same; review and analyze correspondence from Mr. De Leon regarding same and obtaining Mr. Nielson's signature on the LONO; attention to strategy for negotiations with Williams Pipeline Company regarding same.	1.30	812.50
TOTALS			6.60	3,652.00

TIMEKEEPER SUMMARY:

TIMEKEEPER	STATUS	HOURS	RATE	VALUE
J M BREEDING	Partner	4.40	625.00	2,750.00
R J HILL	Associate	2.20	410.00	902.00
TOTAL FEES (\$)				3,652.00

HUNTON ANDREWS KURTH LLP
CLIENT NAME: Lake Houston Redevelopment Authority
FILE NUMBER: 122208.0000001

INVOICE: 131811568
DATE: 02/15/2024
PAGE: 3

INVOICE SUMMARY:

Current Fees:	\$ 3,652.00
Current Charges:	0.00
CURRENT INVOICE AMOUNT DUE:	\$ 3,652.00

Northpark CEI (T-1013) HNTB Invoice Summary (01/2024)

Task Order		LHRA CIP Number	HNTB Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWSBE Participation	MWSBE Percentage	Fee Type
6	Northpark Drive Overpass Project (CEI) CSJ 0912-37-232	T-1013	019-65885-CN-001	\$ 3,753,523.15	\$ 834,955.56	\$ 60,087.78	\$ 2,918,567.59	\$ 1,028,058.00		Rates
TASK ORDER 6 TOTAL				\$ 3,753,523.15	\$ 834,955.56	\$ 60,087.78	\$ 2,918,567.59	\$ 1,028,058.00	27.39%	

MWSBE Subconsultant Summary (TO6)

TO	MWSBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
6	Headlight	T-1013	\$ 80,910.00	\$ 26,860.00	33.2%
6	Geotest Engineering, Inc.	T-1013	\$ 431,623.00	\$ 26,548.77	6.2%
6	B2Z Engineering	T-1013	\$ 515,525.00	\$ -	0.0%
Total MWSBE Billed to Date			\$ 1,028,058.00	\$ 53,408.77	5.2%

Project Name: Northpark CEI (T-1013)
Project Location: CSJ 0912-37-232
Task Order(s): 6

MONTHLY PROGRESS REPORT NO. 19
December 30th , to January 26th , 2024

Ahead, Behind or On: *On Schedule*

REMARKS:

Task Order No. 6: CONSTRUCTION ENGINEERING INSPECTION (CEI)

Activities this period:

- **Task 1 – Managing Contract**
 - Continue receiving, reviewing and responding to project submittals and RFIs.
 - Reviewed and responded to RFI Number 29, 30, 31
 - Reviewed and responded to Submittal Number 66
 - Continued Railroad coordination. Attended pre-construction meeting for at-grade crossing with UPRR and Harper Bros personnel.

- **Task 2 – Construction Survey**
 - No activities this month

- **Task 3 – Utility Engineering**
 - Centerpoint Energy gas relocation continues on along NorthPark Drive.
 - Porter SUD and City of Houston waterline coordination is ongoing.
 - Coordination with Entergy engineer is ongoing.
 - Communicating with Comcast and Tachus, MCI regarding fiber optic adjustments.
 - Continue bi-weekly Utility Coordination meetings with Harper Brothers and IMS to get answers from private utilities on their relocation timelines.

- **Task 4 – Project Supervision**
 - Barricade and Traffic Control Inspections.
 - SWPPP review of inspections completed by Double Oak for Harper Bros.

- **Task 5 – Inspection of Work and Project Records**
 - Daily inspection presence and reporting using Headlight software.
 - Awaiting first schedule update with January pay estimate.
 - Project Documents tracked and stored in Headlight and AutoDesk.

- **Task 6 – Job Control**
 - Coordination of Construction Materials Testing according to the TxDOT Guide Schedule and City of Houston standards.
 - No deficiencies to report.
 - Soil near Pond 01 was sampled and tested – found to be a Class I contaminated soil – this material to be hauled off in February.

- **Task 7 – Design Verifications, Change Orders**

Anticipate submission of UPRR drainage pipe change order in coming months.

- **Task 8 – Final Construction Documents**
 - Continue to update “As-Built” set of drawings.

Construction Activities anticipated next period:

Project Name: Northpark CEI (T-1013)
Project Location: CSJ 0912-37-232
Task Order(s): 6

- Complete Outfall B storm pipe and junction boxes
- Complete water main and testing
- Complete church water line conflict lowering.
- Continue laying 8x6 RCB in median.
- Close two north lanes on Northpark at US69 frontage road for storm pipe installation.

Outstanding issues:

- CenterPoint Energy Gas has given a relocation completion date of 3/30/24.

All subproviders on this project have been contacted to verify their monthly progress; the following subproviders provided services this service period:

- Headlight (Photo Based Inspection Technology)
 - Activities this month:
 - Continued modifications of inspection report format by Headlight
 - Installed change orders into Headlight system.
 - Activities anticipated next period:
 - Continue support for field personnel.
 - Outstanding issues:
 - No issues to report.
- Geotest Engineering, Inc. (Materials Testing)
 - Activities this month:
 - Geotest t continues to perform density testing of cement stabilized sand and concrete pours per TxDOT Guide Schedule of Sampling and Testing. Tested contaminated soils to determine proper classification and disposal method.
 - Activities anticipated next period:
 - Continue construction material testing as needed in accordance with the TxDOT Guide Schedule of Sampling and Testing.
 - Outstanding issues:
 - No issues to report.
- D.C.T. Imaging (Drone Services)
 - Activities this month:
 - DCT completed drone flight on January 26, 2023.
 - Activities anticipated next period:
 - Monthly drone flights to continue the last week of the month, weather permitting.
 - Outstanding issues:
 - No issues to report.
- B2Z Engineering, Inc. (Inspection Services)
 - Activities this month:
 - No activities this month
 - Activities anticipated next period:
 - No anticipated activities next period.
 - Outstanding issues:
 - No issues to report.

Prepared By: Steve Peik, PE
Date: 2/9/24

Project Name: Northpark CEI (T-1013)

Project Location: CSJ 0912-37-232

Task Order(s): 6



Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
PO Box 10330
Houston, TX 77206

Invoice #: 019-65885-CN-001
LHRA CIP Number: T-1013
Project Name: Northpark CEI - Task Order 6
Invoice Date: 2/12/2024

Attention: Jeff Nielsen

For Professional Services Rendered through: 01/26/2024

Northpark CEI - Task Order 6
Project: Construction, Engineering and Inspection

Phase Code / Name	% of Contract	Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
HNTB - Labor	63.18%	\$ 2,371,389.99	\$ 673,460.95	\$ 51,281.55	30.56%	\$ 724,742.50
HNTB - Direct Expenses	5.56%	\$ 208,650.00	\$ 38,361.11	\$ 4,500.00	20.54%	\$ 42,861.11
HNTB - Subconsultant Mark-up (8%)	2.32%	\$ 86,925.00	\$ 3,874.20	\$ 318.98	4.82%	\$ 4,193.18
Headlight (MWSBE)	2.16%	\$ 80,910.00	\$ 24,174.00	\$ 2,686.00	33.20%	\$ 26,860.00
Geotest Engineering, Inc. (MWSBE)	11.50%	\$ 431,623.00	\$ 25,247.52	\$ 1,301.25	6.15%	\$ 26,548.77
D.C.T. Imaging	1.56%	\$ 58,500.00	\$ 9,750.00	\$ -	16.67%	\$ 9,750.00
B2Z Engineering (MWSBE)	13.73%	\$ 515,525.16	\$ -	\$ -	0.00%	\$ -
TOTALS		\$ 3,753,523.15	\$ 774,867.78	\$ 60,087.78	22.24%	\$ 834,955.56

Total Fee Earned To Date	\$	834,955.56
Less Previous Billings	\$	774,867.78
Amount Due This Invoice	\$	60,087.78

Total Contract Amount Remaining	\$	2,918,567.59
Total Percent Expended		22.24%

INVOICE



Date: 12/30/2023 through 01/26/2024

Job: 65885-CN-001	E/O	Haywood, AS (17387)	Ofc 027
Ph Seg: CN-001 Northpark CEI (T-1013) TO 6	P/M	Obregon, VR (15220)	Ofc 027
Invoice No. 019	B/O	Houston TX	Ofc 027
	B/F	HNTB Infrastructure	

OFFICE	Emp	Employee	Classification	*Office/	Trans	Loaded Rate	Hours	Loaded Total	
027	26470	Hernandez, Steven	Admin/Office Manager	O	LAB	114.74	8.50	\$ 975.29	
027	29433	Peik, Steve	Project Manager	O	LAB	295.04	70.00	\$ 20,652.80	
027	01210	Salinas, Joel	Senior Project Manager	O	LAB	311.43	6.00	\$ 1,868.58	
Office Labor Total								84.50	\$ 23,496.67

FIELD	EmpN	Employee	Classification	*Office/	Trans	Loaded Rate	Hours	Loaded Total	
LABOR	o			**Field	Type				
299	25323	Montemayor, Justin	EIT/Graduate Eng	F	LAB	100.53	6.00	\$ 603.18	
299	24445	Perkins, Kevin	Senior Inspector	F	LAB	113.10	81.00	\$ 9,161.10	
299	29416	Scantlan, Glenn	Senior Inspector	F	LAB	113.10	154.00	\$ 17,417.40	
299	25390	Vogt, Terrance	Construction Recordkeeper	F	LAB	75.40	8.00	\$ 603.20	
Field Labor Total								249.00	\$ 27,784.88

Expenses	Trans	Amount	Total
	EXP	4,500.00	\$ 4,500.00
Expense Total			\$ 4,500.00

Subconsultants	Trans	Amount	Total
Headlight	SUB	2,686.00	\$ 2,686.00
Geotest Engineering, Inc.	SUB	1,301.25	\$ 1,301.25
D.C.T. Imaging	SUB	-	\$ -
B2Z Engineering	SUB	-	\$ -
HNTB - Subconsultant Mark-up (8%)	SUB	318.98	\$ 318.98
Subconsultant Total			\$ 4,306.23

Total Invoice	\$ 60,087.78
----------------------	---------------------

Previously Invoiced	\$774,867.78
Total Amount Earned to Date	\$834,955.56
Contract NTE	\$3,753,523.15
Contract Remaining	\$2,918,567.59

*Office rates calculated based on 3.00 multiplier
 **Field rates calculated based on 2.30 multiplier
 Contract rates are used in this invoice



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
01210 at 1/5/2024 5:34:35 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Alan Haywood - 17387 at 1/7/2024 12:39:30 PM

EMPLOYEE NAME
Joel Ruben Salinas

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
01210 027 120 01/05/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	CN	001	001	T915	027	

Northpark - 027_PM (Joel S.) 12.09.23

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00	0.00	2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
01210 at 1/12/2024 11:28:31 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Alan Haywood - 17387 at 1/12/2024 1:37:18 PM

EMPLOYEE NAME
Joel Ruben Salinas

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
01210 027 120 01/12/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	CN	001	001	T915	027	

Northpark - 027_PM (Joel S.) 12.09.23

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	1.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	1.00	0.00	0.00	2.00	0.00	2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
01210 at 1/19/2024 2:57:52 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Alan Haywood - 17387 at 1/22/2024 8:30:11 AM

EMPLOYEE NAME
Joel Ruben Salinas

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
01210 027 120 01/19/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	CN	001	001	T915	027	

Northpark - 027_PM (Joel S.) 12.09.23

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
01210 at 1/26/2024 4:50:02 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Alan Haywood - 17387 at 1/29/2024 10:03:34 AM

EMPLOYEE NAME
Joel Ruben Salinas

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
01210 027 120 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T915	027	

Northpark - 027_PM (Joel S.) 12.09.23

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
24445 at 1/3/2024 3:06:32 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/5/2024 1:55:26 PM

EMPLOYEE NAME
Kevin Perkins

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
24445 299 166 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	299	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	8.00	8.00	0.00	0.00	16.00		16.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	8.00	8.00	0.00	0.00	16.00	0.00	16.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
24445 at 1/18/2024 4:48:31 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/19/2024 9:44:53 AM

EMPLOYEE NAME
Kevin Perkins

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
24445 299 166 01/19/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	299	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	4.00	4.00	9.00	10.00	0.00	27.00		27.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	4.00	4.00	9.00	10.00	0.00	27.00	0.00	27.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
24445 at 1/26/2024 8:46:40 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/26/2024 9:51:49 AM

EMPLOYEE NAME
Kevin Perkins

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
24445 299 166 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	299	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
9.00	0.00	8.00	0.00	5.00	8.00	8.00	38.00		38.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
9.00	0.00	8.00	0.00	5.00	8.00	8.00	38.00	0.00	38.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
25323 at 1/19/2024 8:41:55 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/19/2024 9:44:11 AM

EMPLOYEE NAME
Justin Montemayor

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
25323 299 166 01/19/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	299	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	4.00	0.00	1.00	0.00	5.00		5.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	4.00	0.00	1.00	0.00	5.00	0.00	5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
25323 at 1/26/2024 9:10:16 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/26/2024 9:51:20 AM

EMPLOYEE NAME
Justin Montemayor

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
25323 299 166 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	299	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	0.00	1.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
25390 at 1/5/2024 7:24:25 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/5/2024 10:59:41 AM

EMPLOYEE NAME
Terrance Vogt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
25390 299 166 01/05/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	CN	001	001	T912	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	1.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.00 1.00 1.00 0.00 0.00 2.00 0.00 2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
25390 at 1/12/2024 7:52:11 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/12/2024 12:21:16 PM

EMPLOYEE NAME
Terrance Vogt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
25390 299 166 01/12/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	CN	001	001	T912	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	1.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 1.00 0.00 0.00 1.00 0.00 2.00 0.00 2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
25390 at 1/19/2024 7:37:59 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/19/2024 9:50:17 AM

EMPLOYEE NAME
Terrance Vogt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
25390 299 166 01/19/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	CN	001	001	T912	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	1.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.00 1.00 0.00 0.00 1.00 2.00 0.00 2.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
25390 at 1/26/2024 9:23:14 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/26/2024 11:42:00 AM

EMPLOYEE NAME
Terrance Vogt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
25390 299 166 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T912	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	0.00	0.00	0.00	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 1.00 1.00 0.00 0.00 0.00 2.00 0.00 2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
26470 at 1/11/2024 3:49:37 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Francisco Estrada - 14591 at 1/5/2024 2:50:32 PM

EMPLOYEE NAME
Steven Hernandez

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
26470 027 380 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	0.50	0.50	2.00		2.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.00 0.00 1.00 0.50 0.50 2.00 0.00 2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
26470 at 1/12/2024 8:21:36 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Francisco Estrada - 14591 at 1/12/2024 8:28:51 AM

EMPLOYEE NAME
Steven Hernandez

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
26470 027 380 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.50	1.50		1.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 1.00 0.00 0.00 0.00 0.50 1.50 0.00 1.50



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
26470 at 1/19/2024 8:38:40 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Francisco Estrada - 14591 at 1/19/2024 9:24:28 AM

EMPLOYEE NAME
Steven Hernandez

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
26470 027 380 01/19/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	1.00	1.00	0.50	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	1.00	1.00	0.50	2.50	0.00	2.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
26470 at 1/26/2024 2:46:49 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Francisco Estrada - 14591 at 1/26/2024 2:47:45 PM

EMPLOYEE NAME
Steven Hernandez

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
26470 027 380 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	2.00	0.00	0.50	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	2.00	0.00	0.50	2.50	0.00	2.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29416 at 1/5/2024 7:58:13 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/5/2024 1:56:10 PM

EMPLOYEE NAME
Glenn A Scantlan

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29416 299 166 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T914	299	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	8.00	9.00	10.00	5.00	32.00		32.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	8.00	9.00	10.00	5.00	32.00	0.00	32.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29416 at 1/12/2024 7:26:24 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/12/2024 10:14:04 AM

EMPLOYEE NAME
Glenn A Scantlan

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29416 299 166 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T914	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	8.00	8.00	8.00	8.00	8.00	40.00		40.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 8.00 8.00 8.00 8.00 8.00 40.00 0.00 40.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29416 at 1/19/2024 7:51:00 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/19/2024 9:45:44 AM

EMPLOYEE NAME
Glenn A Scantlan

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29416 299 166 01/19/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T914	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
8.00	0.00	7.00	4.00	9.00	8.00	4.00	40.00		44.00
0.00	0.00	0.00	0.00	0.00	0.00	4.00		4.00	

TOTALS----->

8.00 0.00 7.00 4.00 9.00 8.00 8.00 40.00 4.00 44.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29416 at 1/26/2024 9:31:19 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Steve Peik - 29433 at 1/26/2024 9:52:17 AM

EMPLOYEE NAME
Glenn A Scantlan

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29416 299 166 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T914	299	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	8.00	8.00	0.00	6.00	8.00	8.00	38.00		38.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 8.00 8.00 0.00 6.00 8.00 8.00 38.00 0.00 38.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29433 at 1/5/2024 8:25:58 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/5/2024 10:58:35 AM

EMPLOYEE NAME
Steve Peik

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29433 027 166 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	4.00	8.00	2.00	14.00		14.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.00 0.00 4.00 8.00 2.00 14.00 0.00 14.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29433 at 1/12/2024 9:04:43 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/12/2024 12:20:22 PM

EMPLOYEE NAME
Steve Peik

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29433 027 166 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	8.00	1.00	0.00	8.00	3.00	20.00		20.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 8.00 1.00 0.00 8.00 3.00 20.00 0.00 20.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29433 at 1/19/2024 9:43:05 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/19/2024 9:49:34 AM

EMPLOYEE NAME
Steve Peik

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29433 027 166 01/19/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	CN	001	001	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	6.00	8.00	2.00	16.00		16.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.00 0.00 6.00 8.00 2.00 16.00 0.00 16.00



Daily Time Charged

Job 65885 Northpark

Ph-Seg: CN - 001 Northpark West CEI (T-1013)

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29433 at 1/26/2024 9:50:22 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Clifford Halvorsen - 24145 at 1/26/2024 11:40:52 AM

EMPLOYEE NAME
Steve Peik

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29433 027 166 01/26/2024

JOB IDENTIFICATION				TASK/	CHARGE	SHIFT
NUMBER	PH	SEG	SUB	ACCOUNT		
65885	CN	001	001	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	8.00	0.00	4.00	8.00	0.00	20.00		20.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	20.00

TOTALS----->

0.00 0.00 8.00 0.00 4.00 8.00 0.00 20.00 0.00 20.00

	SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
REPORT	17.00	8.00	55.00	40.00	74.00	90.50	49.00	329.50	4.00	333.50

BILLING REPORT

44ER Expense by SubSegment



Project & Company Confidential

Expense Task Distribution

Dates: 12/30/2023 through 1/26/2024

Job 65885 Northpark	E/O 17387 Alan Scott Haywood	Ofc 704
Ph Seg CN-001 Northpark West CEI (T-1013)	P/M 15220 Vicente R Obregon	Ofc 027
SubSeg 800 BILLABLE EXPENSES	B/O Houston TX	Ofc 027
	P/M HNTB Infrastructure	

Task/Description

Firm	Ofc	Eff Date	Journal Name	Description	Amount
E006	SUBCONSULTANT				
HI	027	01/26/24	Payables Journal for JAN-2024	GEOTEST ENGINEERING, INC~30290-65885~	1,301.25
Total - Task E006 SUBCONSULTANT					1,301.25

E020	MATERIALS AND SUPPLI				
HI	027	01/18/24	Payables Journal for JAN-2024	HEADLIGHT TECHNOLOGIES INC~3945~	2,686.00
Total - Task E020 MATERIALS AND SUPPLI					2,686.00

E026	TRANSPORTATION				
HI	299	01/26/24	Payables Journal for JAN-2024	VEHICLE - JANUARY 2024 - Kevin Perkins	1,800.00
HI	299	01/26/24	Payables Journal for JAN-2024	VEHICLE - JANUARY 2024 - Steve Peik	900.00
HI	299	01/26/24	Payables Journal for JAN-2024	VEHICLE - JANUARY 2024 - Glenn Scantlan	1,800.00
Total - Task E026 TRANSPORTATION					4,500.00

Total - Expense Charges **8,487.25**

HNTB Corporation
65885 Northpark West CEI Services (Task Order No. 6)
Vehicle Expenses, December 2023

Employee Name	Type	Quantity	Unit Cost	Total Amount
Kevin Perkins	Vehicles (Field Staff)	1	\$1800 each/month	\$1,800.00
Steve Peik	Vehicles (Field Staff)	1	\$900 each/month	\$900.00
Glenn Scantlan	Vehicles (Field Staff)	1	\$1800 each/month	\$1,800.00
Totals		3		\$4,500.00

Geotest Engineering, Inc.
Geotechnical Engineers and Materials Testing

5600 Bintliff Drive, Houston, TX 77036
 Telephone: (713) 266-0588
 Fax: (713) 266-2977

INVOICE

Name: HNTB Corporation
 Address: 7322 Southwest Fwy, Suite 1040
 City, Zip: Houston, Texas 77074
 Attention: Mr. Grant Detro gdetro@HNTB.com
 Reference: Northpark Drive Overpass Project (T-1013)
 HNTB Project# 65885

Invoice No. 30290
 Project No. 1150340301
 Date: 1-Feb-24
 Fee Code: 3403

Authorization: Mr. Grant Detro gdetro@HNTB.com

TERMS: NET 10 DAYS

Date	Req	Report No(s)	Services Provided	Code	Quantity	Unit	Unit Price	Amount
01/11/2024	1	74A	Technician	10700.00	5.00	Hr.	\$ 65.00	\$ 325.00
			Vehicle Charge	15000.00	1.00	Trip	\$ 75.00	\$ 75.00
			Compressive Str.(Cylinder) (C 39)	30100.00	4.00	Ea.	\$ 17.00	\$ 68.00
	4		Project Manager (Rpt.Review)	10300.00	0.10	Hr.	\$ 150.00	\$ 15.00
01/12/2024	1	75	Technician	10700.00	2.50	Hr.	\$ 65.00	\$ 162.50
			Vehicle Charge	15000.00	1.00	Trip	\$ 75.00	\$ 75.00
01/18/2024		76	Technician	10700.00	6.50	Hr.	\$ 65.00	\$ 422.50
			Vehicle Charge	15000.00	1.00	Trip	\$ 75.00	\$ 75.00
			Nuclear Density Gauge (D6938)	95100.00	6.50	Hr.	\$ 10.50	\$ 68.25
	4		Project Manager (Rpt.Review)	10300.00	0.10	Hr.	\$ 150.00	\$ 15.00
TOTAL								\$ 1,301.25

Attachments: Test Reports

Billing Summary

<i>Contract Amount</i>		\$ 413,623.00
Amount of this Invoice	\$ 1,301.25	
Amount Billed Previously	\$ 29,373.52	
Total Billed Project to date		\$ 30,674.77
<i>Amount Remaining in the Contract</i>		\$ 382,948.23
Percent Complete		7.42%

REPORT OF CONCRETE CYLINDER TEST DATA

(ASTM C39, ASTM C31, ASTM C511, and ASTM C172)

Project: Northpark Drive Overpass Project (T-1013)	Job No.: 11503403-01
Client: HNTB Corporation	Report No.: 74 A, 1 of 1
Concrete Producer: Rocket Ready Mix	Plant: **
Contractor: Harper Brothers Construction	Spec. No.: 420, 421
Dispatch No. 55476	Date: 01-11-2024

SAMPLING DATA				MIX DESIGN			
Truck No.	<u>406</u>	Ticket No.	<u>36395</u>	Class	<u>'C'</u>	Mix No.	<u>DOT 'C' 25</u>
Time Batched	<u>12:27 pm</u>	Specifications		Material	Type	Weight	Unit
Time Sampled	<u>1:07 pm</u>			Cement	Type I/II	<u>N/A</u>	lbs
Time in Mixer	<u>40</u>	Min.	<u>Max. 90</u>	Flyash		<u>N/A</u>	lbs
Slump (1)	<u>4.25</u>	in.	<u>As app.</u>	in.	Coarse Aggregate	<u>N/A</u>	lbs
Air Content (2)	<u>2.9</u>	%	<u>N/A</u>	%	Fine Aggregate	<u>N/A</u>	lbs
Unit Weight (3)	<u>N/A</u>	pcf	<u>N/A</u>		Concrete Sand	<u>N/A</u>	lbs
Yield	<u>N/A</u>	cu.ft	<u>N/A</u>		Admixture 1	<u>N/A</u>	ozs
Water Added	<u>0</u>	gals	<u>N/A</u>	gals	Admixture 2	<u>N/A</u>	ozs
Ambient Temp	<u>76</u>	°F	<u>Min. 35</u>	°F	Admixture 3	<u>N/A</u>	ozs
Concrete Temp (4)	<u>75</u>	°F	<u>Max. 85</u>	°F	Water	<u>N/A</u>	lbs
Weather	<input checked="" type="checkbox"/> Sunny <input type="checkbox"/> Cloudy <input type="checkbox"/> Partially Cloudy <input type="checkbox"/> Rainy						
(1) ASTM C143	(2) ~ ASTM C173	ASTM C231	Required Strength		psi @		days
(3) ASTM C138	(4) ASTM C1064	Capping Method: ASTM C1231	3000		psi @	<u>28</u>	days
Specimen Size:	<input checked="" type="checkbox"/> 6" ø x 12" ~ 4" ø x 8" ~ 3" ø x 6"			Initial Curing:	<u>Field</u>	Final Curing:	<u>Standard (Tanks)</u>
General Location:	<u>Concrete at 200 North Park Drive for 48" Storm water inflow Collar Sta. No. 10+00</u>						
Sample Location:	<u>Sampled at 7.0 of 7.0 cubic yards</u>						

Specimen Mark	Date Tested	Age, Days	Type of Fracture	Diameter, (in)	Height, (in)	Area, (Sq.in)	Ultimate Load, (Lbs.)	Compressive Strength, (psi)	Tested By
SET I									
17	01-18-24	7	5	6.00	12.00	28.27	139,970	4950	A.Abraham
18	01-18-24	7	5	6.00	12.00	28.27	138,000	4880	A.Abraham
19	02-08-24	28							
20	02-08-24	28							

*Indicates noncompliance with specifications
 Remarks: ** Information not available Concrete Placed: 7.0 cu. yds

Technician: D. Scott Depart Lab: 12:00 pm Arrive Site: 1:00 pm Lunch: ---- hrs.
 ACI I Depart Site: 4:00 pm Arrive Lab: 5:00 pm Time: 5.0 hrs.

Distribution:
 Grant Detro, Steve Peik, Glenn Scantlan, Kevin Perkins, Terrance Vogt, Justin Montemayor, Joel Salinas
 Greg Garrison, Robert Acuna, Josh Laney
 Invoice (1)

DS Pleubma
 Sai Dandamudi
 Graduate Engineer

M. M. Muni
 Madhu R. Muniathnam, P.E.
 TBPE Registration No. F-410

01/19/24
 Date

REPORT OF CONCRETE SAMPLE PICK-UP
(ASTM C31)

Project:	Northpark Drive Overpass Project (T-1013)	Job No.:	11503403-01
Client:	HNTB Corporation	Report No.:	75
Contractor:	Harper Brothers Construction	Date:	01-12-2024

On 01-12-2024, a total of four (04) cylinders, cast on 01-11-2024, were picked up at the jobsite and delivered to the laboratory for processing.

Min. 45 °F*, Max. 78 °F Temperature
MTE # 6 - 5

Note: Normal strength concrete initial (field) curing temperature should be: 60 – 80 °F
High early strength concrete (6000 psi and higher) should be: 68 – 78 °F

*Indicates non-compliance with ASTM requirements.

Remarks:

Technician:	D. Scott	Depart Lab:	<u>5:30 pm</u>	Arrive Site:	<u>6:30 pm</u>	Lunch:	<u>---</u>	hrs.
	ACI I	Depart Site:	<u>7:00 pm</u>	Arrive Lab:	<u>8:00 pm</u>	Time:	<u>2.5</u>	hrs.

Distribution:

Grant Detro, Steve Peik, Glenn Seantlan, Kevin Perkins, Terrance Vogt, Justin Montemayor, Joel Salinas
Greg Garrison, Robert Acuna, Josh Laney
Invoice (1)

DSP
Sai Dandamudi
Graduate Engineer

M. Munirathnam
Madhu R. Munirathnam, P.E.
TBPE Registration No. F-410

01/17/24
Date

REPORT OF FIELD DENSITY
(ASTM D6938, ASTM D2487 & TEX 115E)

Project:	Northpark Drive Overpass Project(T-1013)	Job No.:	11503403-01
Client:	HNTB Corporation	Report No.:	76
Contractor:	Harper Brothers Construction	Date:	01-18-2024

Soil Description: 1.5 SK Cement Stabilized Sand (Great Southern)

Curve No.: 11 MDD: 115.0 pcf OMC: 10.0 %

Specification: Item 400 Moisture Tolerance: ± 2 % of OMC

Model: 3440 + Serial No.: 25486 Standard Counts Density 2198 Moisture 683

Unless otherwise specified Dry Density and Moisture Content are in accordance with ASTM D6938.

Test No.	Location	Elev. ft.	Lift	Dry density, pcf	Specification Requirements	
					8.0 – 12.0 In-place Moisture, %	95 + Percent Compaction
	Backfill over RCB (6'x5'x8') Storm Drain at Station No. 113+51 to 113+27					
122	Station No. 113+42	- 11	Bed.	112.3	8.7	97.7
123	Station No. 113+42	- 5	S.L.	110.0	11.8	95.6
124	Station No. 113+42	- 4	T.O.P.	113.1	8.9	98.4

*-Indicates noncompliance with specifications.

Remarks: Bed. = Bedding/ S.L. = Spring Line/ T.O.P. = Top of Pipe

Technician:	D. Danano	Depart Lab:	10:00 am	Arrive Site:	11:00 am	Lunch:	---	hrs.
	Graduate Eng./ACI I/SB 101-102	Depart Site:	3:30 pm	Arrive Lab:	4:30 pm	Time:	6.5	hrs.

Distribution:
Grant Detro, Steve Peik, Glenn Scantlan, Kevin Perkins, Terrance Vogt, Justin Montemayor, Joel Salinas
Greg Garrison, Robert Acuna, Josh Laney
Invoice (1)

DSP Dandamudi
Sai Dandamudi
Graduate Engineer

Madhu R. Munirathnam
Madhu R. Munirathnam, P.E.
TBPE Registration No. F-410

Date 01/22/24

Additional information requested to be reported by ASTM is provided in the project file
The results of this report pertain only to the items and locations tested. This report shall not be reproduced except in full without written approval of Geotest Engineering, Inc.
RFD-R.REP

HeadLight Technologies, Inc.

2101 4th Ave, Ste 1260
 Seattle, WA 98121
 (206) 428-3094
 accounting@headlight.com
 www.headlight.com

**INVOICE**

BILL TO	SHIP TO	TRACKING#	00000627	INVOICE	3945
HNTB Corporation	HNTB Corporation			DATE	12/29/2023
Attn: IT Procurement	1301 Fannin St. STE 2000			TERMS	Due on receipt
715 Kirk Dr	Houston, TX 77002			DUE DATE	12/29/2023
Kansas City, MO 64105 USA					

SERVICE PERIOD	PROJECT NAME
12/01/2023 - 12/31/2023	Houston Northpark Project

DESCRIPTION	AMOUNT
HeadLight Enterprise Package 65885-CN-001-800-E020-027	2,686.00T
<hr/>	
Project: Houston Northpark Project 2023-12	SUBTOTAL 2,686.00
HeadLight Technologies, Inc. EIN 20-3534546	TAX 65885-CN-001-999-E020-027 221.60
	TOTAL 2,907.60
<hr/>	
	BALANCE DUE 2,907.60 \$2,907.60

Domestic Wire and ACH Transfer (US Based Banks):
 Silicon Valley Bank
 Bank ABA#: 121140399
 Account Number: 3302881037

International Wire Transfer:
 Silicon Valley Bank
 Bank Swift Code: SVBKUS6S
 Account Number: 3302881037

HNTB Invoice Summary (01/2024)

Task Orders		LHRA CIP Number	HNTB Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWSBE Participation	MWSBE Percentage	Fee Type
1	On-Call	On-Call	043-65885-PL-001	\$ 149,955.61	\$ 130,771.17	\$ 1,918.08	\$ 19,184.44	\$ -	0.00%	Cost Plus
2	Northpark Project Mgmt	T-1013	043-65885-PL-002	\$ 855,043.56	\$ 664,868.13	\$ 8,214.60	\$ 190,175.43	\$ -	0.00%	Cost Plus
3	Northpark Final Design	T-1013	043-65885-DS-001	\$ 3,714,293.72	\$ 3,714,293.72	\$ -	\$ -	\$ 1,103,546.22	23.38%	Lump Sum
Total Invoice Summary				\$ 4,719,292.89	\$ 4,509,933.02	\$ 10,132.68	\$ 209,359.87	\$ 1,103,546.22	23.38%	

MWSBE Subconsultant Summary

TO	MWSBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
2	B2Z Engineering, Inc. (MWSBE)	T-1013	\$ 47,818.56	\$ -	0.0%
2	EHRA Engineering (MWSBE)	T-1013	\$ 78,995.00	\$ 8,075.00	10.2%
2	IMS Engineers, Inc. (MWSBE)	T-1013	\$ 28,582.50	\$ -	0.0%
Total MWSBE Billed to Date			\$ 155,396.06	\$ 8,075.00	5.2%

MWSBE Subconsultant Summary

TO	MWSBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
3	IMS Engineers, Inc. (MWSBE)	T-1013	\$ 248,389.00	\$ 248,389.00	100.0%
3	B2Z Engineering, Inc. (MWSBE)	T-1013	\$ 141,176.30	\$ 141,176.30	100.0%
3	M2L Associates Inc. (MWSBE)	T-1013	\$ 274,040.92	\$ 274,040.92	100.0%
3	Sengineering (MWSBE)	T-1013	\$ 439,940.00	\$ 439,940.00	100.0%
Total MWSBE Billed to Date			\$ 1,103,546.22	\$ 1,103,546.22	100.0%

MWSBE Billed JTD (TO 3 & TO 5 combined)	\$ 1,111,621.22
Invoiced JTD (TO 1, 2, 3)	\$ 4,509,933.02
MWSBE % billed JTD	24.65%

MONTHLY PROGRESS REPORT NO. 43
December 30, 2023 to January 26, 2024

Ahead, Behind or On: On schedule

REMARKS:



Task Order No. 1: ON CALL SERVICES

Activities this period:

- Prepared for public-friendly typical section renderings for Northpark East Public meeting presentation and materials

Activities anticipated next period:

- No activity anticipated.

Outstanding issues:

- No issues.

Task Order No. 2: PROJECT MANAGEMENT, PRELIMINARY DESIGN & CONSTRUCTION PHASE SERVICES

Activities this month:

- Project management and administration.
- Requests for Information.
 - Reviewed and prepared responses for RFIs submitted by the Contractor.
- Submittals
 - Received and performed reviews of submittals submitted by the Contractor.
- Geotechnical/Tunnel Engineering Services for UPRR Review
 - Received comments from UPRR on November 29, 2023
 - Finalized and submitted response to UPRR

Activities anticipated next period:

- Complete and submit responses to RFIs as they are received.
- Review and submit responses to Submittals as they are received.

Outstanding issues:

- No issues.

Task Order No. 3: FINAL DESIGN (PS&E) – FINAL DESIGN PHASE IS COMPLETED

All subproviders on this project have been contacted to verify their monthly progress; the following subproviders provided services this service period:

- EHRA Engineering (Roadway & Drainage Design)
 - Activities this month:
 - Review and respond to RFIs as requested
 - Activities anticipated next period:
 - Review and respond to RFIs as requested
 - Review Submittals as requested
 - Outstanding issues:

Project Name: Northpark Drive Overpass Project (T-1013)

Project Location: I-69 to Russell Palmer Rd.

Task Order No(s). 1, 2, 3

- No issues.
- B2Z Engineering, Inc. (Geotechnical)
 - Activities this month:
 - No activities this invoice period.
 - Activities anticipated next period:
 - Receive and respond to RFIs as requested
 - Review Submittals as requested
 - Outstanding issues:
 - No issues.
- IMS Engineers, Inc. (PER, Signing, Striping, Utilities)
 - Activities this month:
 - No activities this invoice period.
 - Activities anticipated next period:
 - Review and respond to RFIs as requested
 - Review Submittals as requested
 - Outstanding issues:
 - No issues.
- M2L & Associates Inc. (Landscaping)
 - Activities this month:
 - No activities this invoice period.
 - Activities anticipated next period:
 - Receive and respond to RFIs as requested
 - Review Submittals as requested
 - Outstanding issues:
 - No issues.

Prepared By: Paula Ikpatt, P.E

Date: 2/9/24



Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
PO Box 10330
Houston, TX 77206

Invoice #: 043-65885-PL-001
LHRA CIP Number: On-Call
Project Name: NorthPark TO1 - On-Call Engineering Servi
Invoice Group: **
Invoice Date: 2/12/2024

Attention: Jeff Nielsen

For Professional Services Rendered through: 01/26/24
NorthPark TO1 - On-Call Engineering Services

Phase Code / Name	% of Contract	Phase Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
Direct Expenses	16.67%	\$ 25,000.00	\$ 24,484.77	\$ -	97.94%	\$ 24,484.77
Project Management	16.00%	\$ 24,000.00	\$ 8,245.92	\$ -	34.36%	\$ 8,245.92
On-Call Tasks	67.32%	\$ 100,955.61	\$ 96,122.40	\$ 1,918.08	97.11%	\$ 98,040.48
Total Fee		\$ 149,955.61				

Total Fee Earned To Date	\$ 130,771.17
Less Previous Billings	\$ 128,853.09
Amount Due This Invoice	\$ 1,918.08

Total Contract Amount Remaining	\$ 19,184.44
Total Percent Expended	87.21%

BILLING REPORT

Bill 4R Labor by Segment (Date Range)



Project & Company Confidential

Direct Payroll

Dates: 12/30/2023 through 1/26/2024

Job	65885	Northpark	E/O	Haywood, AS (17387)	Ofc 704
Ph Seg	PL-001	Northpark - On-Call Engineerin	P/M	Obregon, VR (15220)	Ofc 027
			B/O	Houston TX	Ofc 027
			B/F	HNTB Infrastructure	

Ofc	EmpNo	Employee	Shift Code	Trans Type	Rate	Hours	Amount	Remarks
005	16557	Turner, Marie T			54.88	6.00	329.28	Regular
027	28182	Hernandez, Andres			32.64	9.50	310.08	Regular

Total Labor Distribution

Billing Item: 65885-PL-001

15.50	639.36 Regular
Multiplier	X
	1,918.08



Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 001 Northpark - On-Call Engineerin

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
16557 at 1/26/2024 9:33:42 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Brian Foley - 16469 at 1/26/2024 11:46:16 AM

EMPLOYEE NAME
Marie Tam Turner

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
16557 005 388 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	001	001	T903	005	

Northpark - typical sections

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	1.00	4.00	0.00	0.00	6.00		6.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	1.00	4.00	0.00	0.00	6.00	0.00	6.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
28182 at 1/5/2024 9:52:31 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sharyn LaCombe - 15281 at 1/5/2024 2:49:24 PM

EMPLOYEE NAME
Andres Hernandez

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
28182 027 126 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	001	001	T903	027	

Northpark Constraints map

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	0.00	8.50	8.50		8.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	8.50	8.50	0.00	8.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
28182 at 1/12/2024 10:06:52 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sharyn LaCombe - 15281 at 1/12/2024 11:44:19 AM

EMPLOYEE NAME
Andres Hernandez

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
28182 027 126 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	001	001	T903	027	

Northpark Constraints map

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00



Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
PO Box 10330
Houston, TX 77206

Invoice #: 043-65885-PL-002
LHRA CIP Number: T-1013
Project Name: NorthPark TO2 - Project Management
Invoice Group: **
Invoice Date: 2/12/2024

Attention: Jeff Nielsen

For Professional Services Rendered through: 01/26/24
NorthPark TO2 - Project Management

Phase Code / Name	% of		Previous		Current Amount	% Complete	Total Fee Earned
	Contract	Phase Fee	Amount	Amount			
<i>Direct Expenses</i>	0.68%	\$ 5,788.40	\$ 3,173.11	\$ -	\$ -	54.82%	\$ 3,173.11
<i>Task 1 - Project Management, Administration and Coordination *</i>	44.80%	\$ 383,066.10	\$ 382,876.26	\$ -	\$ -	99.95%	\$ 382,876.26
<i>Task 2 - TxDOT Preliminary Engineering Design & Approval *</i>	10.60%	\$ 90,675.12	\$ 90,675.12	\$ -	\$ -	100.00%	\$ 90,675.12
<i>Task 3 - Environmental Studies *</i>	7.02%	\$ 60,026.88	\$ 60,026.88	\$ -	\$ -	100.00%	\$ 60,026.88
<i>Task 4 - Construction Phase Services *</i>	36.90%	\$ 315,487.06	\$ 119,902.16	\$ 8,214.60	\$ 8,214.60	40.61%	\$ 128,116.76
HNTB	18.72%	\$ 160,091.00	\$ 116,237.16	\$ 3,804.60	\$ 3,804.60	74.98%	\$ 120,041.76
B2Z Engineering, Inc. (MWBE)	5.59%	\$ 47,818.56	\$ -	\$ -	\$ -	0.00%	\$ -
EHRA Engineering (MWBE)	9.24%	\$ 78,995.00	\$ 3,665.00	\$ 4,410.00	\$ 4,410.00	10.22%	\$ 8,075.00
IMS Engineers, Inc. (MWBE)	3.34%	\$ 28,582.50	\$ -	\$ -	\$ -	0.00%	\$ -
Total Fee		\$ 855,043.56					

* Fee moved from Task 2 to Task 3 for additional env work requested by TxDOT; Fee moved to Task 1 for necessary PM/Admin/Coordination support; overall budget has not been exceeded

Total Fee Earned To Date	\$ 664,868.13
Less Previous Billings	\$ 656,653.53
Amount Due This Invoice	\$ 8,214.60

Total contract Amount Remaining	\$ 190,175.43
Total Percent Expended	77.76%

MWBE TRACKING	Total Billed	Total MWBE Contract
B2Z Engineering, Inc.	\$ -	\$ 47,818.56
EHRA Engineering	\$ 8,075.00	\$ 78,995.00
IMS Engineers, Inc.	\$ -	\$ 28,582.50

BILLING REPORT

Bill 4R Labor by Segment (Date Range)



Project & Company Confidential

Direct Payroll

Dates: 12/30/2023 through 1/26/2024

Job	65885	Northpark	E/O	Haywood, AS (17387)	Ofc 704
Ph Seg	PL-002	Northpark - Project Managemen	P/M	Obregon, VR (15220)	Ofc 027
			B/O	Houston TX	Ofc 027
			B/F	HNTB Infrastructure	

Ofc	EmpNo	Employee	Shift Code	Trans Type	Rate	Hours	Amount	Remarks
027	23609	Bhattarai, Kumar			105.84	11.50	1,217.16	Regular
134	12811	Belarmino, Robertson Jon P			102.08	0.50	51.04	Regular

Total Labor Distribution

Billing Item: 65885-PL-002

12.00	1,268.20 Regular
Multiplier	X3
	3,804.60



Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 002 Northpark - Project Management

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
12811 at 1/12/2024 12:58:46 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Stephen Roth - 21576 at 1/12/2024 1:00:08 PM

EMPLOYEE NAME
Robertson Jon P. Belarmino

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
12811 134 120 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	002	200	T900	134	

Northpark West Const Ph Svcs

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50	0.00	0.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
23609 at 1/5/2024 8:48:06 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sanja Zlatanovic - 12933 at 1/5/2024 9:28:09 AM

EMPLOYEE NAME
Kumar Bhattarai

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
23609 355 114 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	002	200	T901	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	1.00	0.00	1.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	1.00	0.00	1.00	3.00	0.00	3.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
23609 at 1/12/2024 8:41:23 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Raymond Sandiford - 15331 at 1/12/2024 9:53:40 AM

EMPLOYEE NAME
Kumar Bhattarai

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
23609 355 114 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	002	200	T901	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.50	1.00	1.00	0.00	2.50		2.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.50	1.00	1.00	0.00	2.50	0.00	2.50



Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 002 Northpark - Project Management

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
23609 at 1/19/2024 9:14:56 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sanja Zlatanic - 12933 at 1/19/2024 9:24:07 AM

EMPLOYEE NAME
Kumar Bhattarai

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
23609 355 114 01/19/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	002	200	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	2.50	2.00	0.50	0.00	5.00		5.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 0.00 2.50 2.00 0.50 0.00 5.00 0.00 5.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
23609 at 1/26/2024 8:35:16 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sanja Zlatanic - 12933 at 1/26/2024 9:07:24 AM

EMPLOYEE NAME
Kumar Bhattarai

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
23609 355 114 01/26/2024

JOB IDENTIFICATION			SUB	TASK/ ACCOUNT	CHARGE	SHIFT
NUMBER	PH	SEG				
65885	PL	002	200	T901	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

TOTALS----->

0.00 0.00 1.00 0.00 0.00 0.00 0.00 1.00 0.00 1.00

	SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
REPORT	0.00	0.00	1.00	4.50	4.00	1.50	1.00	12.00	0.00	12.00

BILLING REPORT

44ER Expense by SubSegment



Project & Company Confidential

Expense Task Distribution

Dates: 12/30/2023 through 1/26/2024

Job	65885	Northpark	E/O 17387 Alan Scott Haywood	Ofc 704
Ph Seg	PL-002	Northpark - Project Management	P/M 15220 Vicente R Obregon	Ofc 027
SubSeg	901	SUBCONSULTANTS	B/O Houston TX	Ofc 027
			P/M HNTB Infrastructure	

Task/Description

Firm	Ofc	Eff Date	Journal Name	Description	Amount
E005	SUBCONSULTANT				
HI	027	01/26/24	Payables Journal for JAN-2024	EHRA ENGINEERING~101376-65885~	4,410.00
Total - Task E005 SUBCONSULTANT					4,410.00

Total - Expense Charges **4,410.00**



INVOICE

Edminster Hinshaw Russ & Assoc.
 dba EHRA Engineering
 10011 Meadowglen Lane
 Houston, Texas 77042
 713.784.4500

Remit via ACH to:

Stellar Bank
 Routing # 113025723 - Account # 1017342

HNTB Corporation
 Accounts Payable
 VIA EMAIL: invoices@hntb.com

Invoice number 101376
 Date 01/22/2024
 Invoice Total **\$4,410.00**
 Terms: Due Upon Receipt
 Pay Online: ehrainc.com/make-payment

Project Manager: Frederick J. Signorelli
 Billing Manager: Frederick J. Signorelli
 Professional Services for the Date Ending 12/31/2023

Project: 151-071-04 Lake Houston Redevelopment Authority - I 69 to Russel Palmer
Invoice Group: 00

Basic Services - HNTB Project #65885, Task Order No. 1

Professional engineering and survey services rendered in connection with reconstruction of Northpark Drive.

	Contract	% Complete	Total Billed	Prior Billing	Current Billing
1. Roadway Design	\$348,190.00	100.00%	\$348,190.00	\$348,190.00	\$0.00
2. Drainage Design	\$168,710.00	100.00%	\$168,710.00	\$168,710.00	\$0.00
4. Project Coordination	\$32,600.00	100.00%	\$32,600.00	\$32,600.00	\$0.00
5. Reimbursables	\$2,160.00	100.00%	\$2,160.00	\$2,160.00	\$0.00
	\$551,660.00		\$551,660.00	\$551,660.00	\$0.00

Change Order No. 1	Contract	% Complete	Total Billed	Prior Billing	Current Billing
1. Drainage Design	\$11,805.00	98.94%	\$11,680.00	\$11,680.00	\$0.00
2. Project Coordination	\$1,410.00	98.40%	\$1,387.50	\$1,387.50	\$0.00
	\$13,215.00		\$13,067.50	\$13,067.50	\$0.00

Change Order No. 2	Contract	% Complete	Total Billed	Prior Billing	Current Billing
Construction Phase Services	\$78,110.00	10.34%	\$8,075.00	\$3,665.00	\$4,410.00
Expenses	\$885.00	0.00%	\$0.00	\$0.00	\$0.00
	\$78,995.00		\$8,075.00	\$3,665.00	\$4,410.00

PROFESSIONAL FEES

	Units Billed	Billing Rate	Charge
Project Manager (Engineer VI)	21.00	210.0000	\$4,410.00
			\$4,410.00

***** Total Project Invoice Amount \$4,410.00**



INVOICE

Remit via ACH to:

Stellar Bank

Routing # 113025723 - Account # 1017342

Edminster Hinshaw Russ & Assoc.
 dba EHRA Engineering
 10011 Meadowglen Lane
 Houston, Texas 77042
 713.784.4500

Invoice Detail Report

PROFESSIONAL FEES

02 - Change Order No. 2

Construction Phase Services

	<u>Employee Name</u>		<u>Hours</u>	<u>Rate</u>	<u>Charge</u>
Project Manager (Engineer VI)	Frederick Signorelli	12/14/2023	1.00	210.00	\$210.00
<i>Northpark. Sign and Seal drainage sheets.</i>					
Project Manager (Engineer VI)	Frederick Signorelli	12/18/2023	5.00	210.00	\$1,050.00
<i>Northpark Dr. Review RFI # 29 and look for information on Centerpoint gas on SW corner of Loop 494 & NP. Update Geopak Drainage File & Storm Sewer Sheets</i>					
Project Manager (Engineer VI)	Frederick Signorelli	12/19/2023	6.00	210.00	\$1,260.00
<i>Northpark Dr. Update Geopak Drainage File & Storm Sewer Sheets</i>					
Project Manager (Engineer VI)	Frederick Signorelli	12/20/2023	6.00	210.00	\$1,260.00
<i>Northpark Dr. Update Geopak Drainage File & Storm Sewer Sheets</i>					
Project Manager (Engineer VI)	Frederick Signorelli	12/22/2023	3.00	210.00	\$630.00
<i>Northpark Dr. Update Geopak Drainage File & Storm Sewer Sheets</i>					
	Phase subtotal		<u>21.00</u>		<u>\$4,410.00</u>
02 - Change Order No. 2 subtotal					\$4,410.00
PROFESSIONAL FEES			21.00		<u>\$4,410.00</u>



Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
PO Box 10330
Houston, TX 77206

Invoice #: 043-65885-DS-001
LHRA CIP Number: T-1013
Project Name: NorthPark TO3 - Final Design
Invoice Group: **
Invoice Date: 2/12/2024

Attention: Jeff Nielsen

For Professional Services Rendered through: 01/26/24
NorthPark TO3 - Final Design

Phase Code / Name	% of Contract	Phase Fee	Previous		Current Amount	% Complete	MWBE Sub	Total Fee Earned
			Amount	Amount				
Task 1 - Preliminary Engineering Report & City of Houston Approval	4.05%	\$ 150,477.00	\$ 150,477.00	\$ -	\$ -	100.00%		\$ 150,477.00
HNTB	2.71%	\$ 100,677.00	\$ 100,677.00	\$ -	\$ -	100.00%		\$ 100,677.00
IMS Engineers, Inc. (MWBE)	1.34%	\$ 49,800.00	\$ 49,800.00	\$ -	\$ -	100.00%	x	\$ 49,800.00
Task 2 - Comprehensive Drainage Analysis & Roadway Drainage	11.81%	\$ 438,680.00	\$ 438,680.00	\$ -	\$ -	100.00%		\$ 438,680.00
Engineering (MWBE)	11.81%	\$ 438,680.00	\$ 438,680.00	\$ -	\$ -	100.00%	x	\$ 438,680.00
Task 3 - Roadway Design	22.61%	\$ 839,939.01	\$ 839,939.01	\$ -	\$ -	100.00%		\$ 839,939.01
HNTB	13.24%	\$ 491,749.01	\$ 491,749.01	\$ -	\$ -	100.00%		\$ 491,749.01
EHRA Engineering	9.37%	\$ 348,190.00	\$ 348,190.00	\$ -	\$ -	100.00%		\$ 348,190.00
Task 4 - Miscellaneous Roadway Design	19.37%	\$ 719,494.63	\$ 719,494.63	\$ -	\$ -	100.00%		\$ 719,494.63
HNTB	17.42%	\$ 646,894.63	\$ 646,894.63	\$ -	\$ -	100.00%		\$ 646,894.63
IMS Engineers, Inc. (MWBE)	1.95%	\$ 72,600.00	\$ 72,600.00	\$ -	\$ -	100.00%	x	\$ 72,600.00
Task 5 - Drainage Design	4.54%	\$ 168,710.00	\$ 168,710.00	\$ -	\$ -	100.00%		\$ 168,710.00
EHRA Engineering	4.54%	\$ 168,710.00	\$ 168,710.00	\$ -	\$ -	100.00%		\$ 168,710.00
Task 6 - Signing, Pavement Markings and Signalization	7.19%	\$ 266,877.23	\$ 266,877.23	\$ -	\$ -	100.00%		\$ 266,877.23
HNTB	5.39%	\$ 200,058.23	\$ 200,058.23	\$ -	\$ -	100.00%		\$ 200,058.23
IMS Engineers, Inc. (MWBE)	1.80%	\$ 66,819.00	\$ 66,819.00	\$ -	\$ -	100.00%	x	\$ 66,819.00
Task 7 - Bridge Design	11.78%	\$ 437,532.13	\$ 437,532.13	\$ -	\$ -	100.00%		\$ 437,532.13
HNTB	11.78%	\$ 437,532.13	\$ 437,532.13	\$ -	\$ -	100.00%		\$ 437,532.13
Task 8 - Geotechnical Borings and Investigations	1.95%	\$ 72,316.60	\$ 72,316.60	\$ -	\$ -	100.00%		\$ 72,316.60
HNTB	0.87%	\$ 32,154.00	\$ 32,154.00	\$ -	\$ -	100.00%		\$ 32,154.00
B2Z Engineering, Inc. (MWBE)	1.08%	\$ 40,162.60	\$ 40,162.60	\$ -	\$ -	100.00%	x	\$ 40,162.60
Task 9 - Waterline Relocation	0.67%	\$ 24,849.00	\$ 24,849.00	\$ -	\$ -	100.00%		\$ 24,849.00
IMS Engineers, Inc. (MWBE)	0.67%	\$ 24,849.00	\$ 24,849.00	\$ -	\$ -	100.00%		\$ 24,849.00
Task 10 - Landscape Architecture	7.30%	\$ 271,040.92	\$ 271,040.92	\$ -	\$ -	100.00%		\$ 271,040.92
M2L Associates Inc. (MWBE)	7.30%	\$ 271,040.92	\$ 271,040.92	\$ -	\$ -	100.00%	x	\$ 271,040.92
Task 11 - Supplemental Survey	1.77%	\$ 65,565.00	\$ 65,565.00	\$ -	\$ -	100.00%		\$ 65,565.00
EHRA Engineering	1.77%	\$ 65,565.00	\$ 65,565.00	\$ -	\$ -	100.00%		\$ 65,565.00
Task 12 - Utility Investigation and Coordination	0.61%	\$ 22,521.00	\$ 22,521.00	\$ -	\$ -	100.00%		\$ 22,521.00
IMS Engineers, Inc. (MWBE)	0.61%	\$ 22,521.00	\$ 22,521.00	\$ -	\$ -	100.00%	x	\$ 22,521.00
Task 13 - Intelligent Transportation System (ITS) PS&E	1.85%	\$ 96,720.00	\$ 96,720.00	\$ -	\$ -	100.00%		\$ 96,720.00
HNTB	1.85%	\$ 96,720.00	\$ 96,720.00	\$ -	\$ -	100.00%		\$ 96,720.00
Direct Expenses	3.77%	\$ 139,571.20	\$ 139,571.20	\$ -	\$ -	100.00%		\$ 139,571.20
HNTB	0.55%	\$ 20,337.50	\$ 20,337.50	\$ -	\$ -	100.00%		\$ 20,337.50
EHRA Engineering	0.06%	\$ 2,160.00	\$ 2,160.00	\$ -	\$ -	100.00%		\$ 2,160.00
IMS Engineers, Inc. (MWBE)	0.32%	\$ 11,800.00	\$ 11,800.00	\$ -	\$ -	100.00%	x	\$ 11,800.00
B2Z Engineering, Inc. (MWBE)	2.72%	\$ 101,013.70	\$ 101,013.70	\$ -	\$ -	100.00%	x	\$ 101,013.70
M2L Associates Inc. (MWBE)	0.08%	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	100.00%	x	\$ 3,000.00
Engineering (MWBE)	0.03%	\$ 1,260.00	\$ 1,260.00	\$ -	\$ -	100.00%	x	\$ 1,260.00
Total Fee		\$ 3,714,293.72						

Total Fee Earned To Date \$ 3,714,293.72
Less Previous Billings \$ 3,714,293.72
Amount Due This Invoice \$ -

WMBE TOTALS	Total Fee Earned	Total Contract
IMS Engineers, Inc. (MWBE)	\$ 248,389.00	\$ 248,389.00
B2Z Engineering, Inc. (MWBE)	\$ 141,176.30	\$ 141,176.30
M2L Associates Inc. (MWBE)	\$ 274,040.92	\$ 274,040.92
Engineering (MWBE)	\$ 439,940.00	\$ 439,940.00

Northpark East (T-1014) HNTB Invoice Summary (01/2024)										
Task Orders		LHRA CIP Number	HNTB Invoice Number	Total Contract Authorization	Total Invoiced to Date	Current Invoice	Remaining Authorization	MWDBE Participation	MWDBE Percentage	Fee Type
4	Harris County: Prelim Design Mgmt & Coord CSJ 0912-37-245	T-1014A	035-65885-PL-003	\$ 548,442.53	\$ 378,585.95	\$ 1,941.96	\$ 169,856.58	\$ 14,979.27		Billing Rates
4	Montgomery County: Prelim Dsgn Mgmt & Coord CSJ 0912-72-618	T-1014B	035-65885-PL-003	\$ 393,905.92	\$ 385,599.86	\$ 1,941.96	\$ 8,306.06	\$ 9,986.18		Billing Rates
TASK ORDER 4 TOTAL				\$ 942,348.45	\$ 764,185.81	\$ 3,883.92	\$ 178,162.64	\$ 24,965.45	2.65%	
5	Harris County: Final Design CSJ 0912-37-245	T-1014A	035-65885-DS-002	\$ 1,747,046.22	\$ 349,911.94	\$ 6,341.76	\$ 1,397,134.28	\$ 450,383.82		Lump Sum
5	Montgomery County: Final Design CSJ 0912-72-618	T-1014B	035-65885-DS-002	\$ 1,164,697.47	\$ 245,891.27	\$ 3,691.21	\$ 918,806.20	\$ 300,255.87		Lump Sum
TASK ORDER 5 TOTAL				\$ 2,911,743.69	\$ 595,803.21	\$ 10,032.97	\$ 2,315,940.48	\$ 750,639.69	25.78%	
TO4 & TO5 COMBINED TOTAL				\$ 3,854,092.14	\$ 1,359,989.02	\$ 13,916.89	\$ 2,494,103.12	\$ 775,605.14	20.12%	

MWBE Subconsultant Summary (TO4)					
TO	MWBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
4	Agha Engineering, LLC	T-1014	\$ 24,965.45	\$ 24,965.45	100.0%
Total MWBE Billed to Date			\$ 24,965.45	\$ 24,965.45	100.0%

MWBE Subconsultant Summary (TO5)					
TO	MWBE Subconsultant	LHRA CIP	Total Contract Amount	Total Invoiced to Date	% Invoiced to Date
5	Agha Engineering, LLC	T-1014	\$ 274,769.75	\$ 2,872.03	1.0%
5	B2Z Engineering	T-1014	\$ 168,907.69	\$ -	0.0%
5	IMS Engineers, Inc	T-1014	\$ 252,962.25	\$ -	0.0%
5	M2L Associates, Inc	T-1014	\$ 54,000.00	\$ -	0.0%
Total MWBE Billed to Date			\$ 750,639.69	\$ 2,872.03	0.4%
Total MWBE Billed to Date (TO4 & TO5 combined)			\$ 775,605.14	\$ 27,837.48	3.6%

Project Name: Northpark Drive Reconstruction (T-1014)
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)
Task Order(s): 4, 5

MONTHLY PROGRESS REPORT NO. 35
December 30th, 2023 to January 26th, 2024

Ahead, Behind or On: On Schedule

REMARKS:

Task Order No. 4: MANAGEMENT & COORDINATION RELATED TO PRELIM DESIGN AND AGENCY COORDINATION WITH TXDOT

Activities this period:

- **Preliminary Engineering:**
 - Project Management and coordination activities.
 - Preparation and coordination on engineering information utilized in March 2024 public meeting materials

- **Environmental Studies:**
 - Coordinated with TxDOT Environmental PM on upcoming preparation meetings for March 2024 public meeting.
 - Continued coordinating with Hollaway Environmental regarding public meeting materials development for January 2024 public meeting.

Activities anticipated next period:

- Refine Design Concept Report (DCR) and (Design Summary Report) DSR documents to City of Houston and TxDOT, respectively, for eventual submittal.
- Continue development of environmental studies and preliminary reports.
- Continue coordination with TxDOT on NEPA items.

Outstanding issues:

- No issues to report.

Task Order No. 5: DRAINAGE IMPACT STUDY & FINAL DESIGN

Activities this month:

- Continued drainage coordination with Gauge on drainage analysis and report.
- Continued investigating potential detention pond sites along project.

Activities anticipated next period:

- Finalize drainage report and submit to TxDOT for review.

Outstanding issues:

- No issues to report.

All subproviders on this project have been contacted to verify their monthly progress; the following subproviders provided services this service period:

- Agha Engineering, LLC (Schematic Design Support & Drainage Design) – TO #4 & 5
 - Activities this month:

Project Name: Northpark Drive Reconstruction (T-1014)
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)
Task Order(s): 4, 5

- No activities this month
 - Activities anticipated next period:
 - Continue to coordinate with Gauge to finalize culvert options at Woodridge Pkwy
 - Outstanding issues:
 - No issues to report.
- Gauge Engineering (Drainage Impact Study) – TO #5
 - Activities this month:
 - Project Management – Meetings and coordination as required.
 - Coordinate Technical Memo on Kingwood Diversion for HCFCD.
 - No work this period.
 - Impact Analysis –
 - Review and update of XP-SWMM models for no impact, and to finalize mitigation plan options. This was generally completed, however put on hold until the planned public meeting to determine if any other considerations may need to be included in the analysis.
 - Continue to coordinate with HNTB on roadway and bridge design elements of the project as required.
 - Continue to coordinate with Agha on evaluation of Bens Branch crossing alternative analysis.
 - ICM 2D with Atlas 14 rainfall –
 - Evaluation of results for existing is complete.
 - No additional work during this period.
 - Impact Study and Report
 - The report has been started, and is currently on hold until after the public meeting.
 - Activities anticipated next period:
 - Project Management – Meetings and coordination as required
 - After public meeting discuss remaining items and possible scope updates.
 - H&H Work – Currently on hold until after public meeting
 - Prepare Draft Impact Study (for review) – Currently on hold until after public meeting.
 - Coordinate with HCFCD on Kingwood Diversion Ditch as needed.
 - Continue coordination with HCFCD consultant as needed.
 - Update Memorandum as needed.
 - Coordinate with HNTB on roadway profile, and bridge designs, as needed.
 - Coordinate with HNTB and drainage consultant Agha as needed for proposed roadway drainage plan and culvert crossing alternative evaluation.
 - Outstanding issues:
 - No issues to report.
 - Outstanding issues:
 - No issues to report.
- B2Z Engineering, Inc. (Geotechnical & Bridge Design) – TO #5
 - Activities this month:
 - No activities this month
 - Activities anticipated next period:
 - No activities anticipated next month.
 - Outstanding issues:

Project Name: Northpark Drive Reconstruction (T-1014)
Project Location: Harris County (CSJ 0912-37-245) & Montgomery County (CSJ 0912-72-618)
Task Order(s): 4, 5

- No issues to report.

- IMS Engineers, Inc. (Signing, Striping, Utilities) – TO #5
 - Activities this month:
 - No activities this month
 - Activities anticipated next period:
 - No activities anticipated next month.
 - Outstanding issues:
 - No issues to report.

- M2L & Associates Inc. (Landscaping) – TO #5
 - Activities this month:
 - No activities this month
 - Activities anticipated next period:
 - No activities anticipated next month.
 - Outstanding issues:
 - No issues to report.

Prepared By: Paula Ikpatt, P.E.
Date: 2/9/24



Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
PO Box 10330
Houston, TX 77206

Invoice #: 035-65885-PL-003
LHRA CIP Number: T-1014 (A&B)
Project Name: Northpark TO4
Invoice Date: 2/12/2024

Attention: Jeff Nielsen

For Professional Services Rendered through: 01/26/2024
Northpark TO4
Project: Management & coordination related to preliminary design and agency coordination with TxDOT

Phase Code / Name	% of Contract	Fee	Previous Amount	Current Amount	% Complete	Total Fee Earned
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245)	56.14%	\$ 529,020.00	\$ 361,142.88	\$ 1,941.96	68.63%	\$ 363,084.84
T-1014A - HNTB Expenses - Harris County (CSJ 0912-37-245)	0.47%	\$ 4,443.26	\$ 521.84	\$ -	11.74%	\$ 521.84
T-1014A - Subconsultant - Agha Engineering, LLC. - Harris County (CSJ 0912-37-245)	1.59%	\$ 14,979.27	\$ 14,979.27	\$ -	100.00%	\$ 14,979.27
T-1014A - Harris County (CSJ 0912-37-245) Total		\$ 548,442.53	\$ 376,643.99	\$ 1,941.96		\$ 378,585.95
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618)	40.43%	\$ 380,985.00	\$ 373,671.72	\$ 1,941.96	98.59%	\$ 375,613.68
T-1014B - HNTB Expenses - Montgomery County (CSJ 0912-72-618)	0.31%	\$ 2,934.74	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - Agha Engineering, LLC. - Montgomery County (CSJ 0912-72-618)	1.06%	\$ 9,986.18	\$ 9,986.18	\$ -	100.00%	\$ 9,986.18
T-1014B - Montgomery County (CSJ 0912-72-618) Total		\$ 393,905.92	\$ 383,657.90	\$ 1,941.96		\$ 385,599.86
TOTALS (T-1014A & T-1014B)		\$ 942,348.45	\$ 760,301.89	\$ 3,883.92	81.09%	\$ 764,185.81

Total Fee Earned To Date \$ 764,185.81
Less Previous Billings \$ 760,301.89
Amount Due This Invoice \$ 3,883.92

Total contract Amount Remaining \$ 178,162.64
Total Percent Expended 81.09%

	Harris County (CSJ 0912-37-245)	Montgomery Cty (CSJ 0912-72-618)	Total Billed	Total MWBE Contract
MWBE TRACKING				
AGHA Engineering, LLC	\$ 14,979.27	\$ 9,986.18	\$ 24,965.45	\$ 24,965.45

BILLING REPORT

Bill 4R Labor by Segment (Date Range)



Project & Company Confidential

Direct Payroll

Dates: 12/30/2023 through 1/26/2024

Job	65885	Northpark	E/O	Haywood, AS (17387)	Ofc 704
Ph Seg	PL-003	Northpark East (T-1014) LHRA T	P/M	Obregon, VR (15220)	Ofc 027
			B/O	Houston TX	Ofc 027
			B/F	HNTB Infrastructure	

Ofc	EmpNo	Employee	Shift Code	Trans Type	Rate	Hours	Amount	Remarks
027	14936	lkpatt, Paula A			65.84	6.00	395.04	Regular
					65.84	1.00	65.84	Reg-Ovt
027	21462	McKenna, Meaghan A			48.32	3.00	144.96	Regular
027	21574	Merrell, William J			49.52	6.00	297.12	Regular
027	29616	Farrell, Madeline			32.64	12.00	391.68	Regular

Total Labor Distribution

Billing Item: 65885-PL-003	27.00	1,228.80	Regular
	1.00	65.84	Reg-Ovt

28.00	1,294.64 Total
Multiplier	X
	3,883.92



Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
14936 at 1/5/2024 9:36:19 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Joel Salinas - 01210 at 1/5/2024 5:26:35 PM

EMPLOYEE NAME
Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
14936 027 120 01/05/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	003	102	T906	027	

Northpark

65885	PL	003	202	T906	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.25	1.50	0.50	2.25		2.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.25	1.50	0.50	2.25		2.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

0.00 0.00 0.00 0.00 0.50 3.00 1.00 4.50 0.00 4.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
14936 at 1/12/2024 2:21:58 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Joel Salinas - 01210 at 1/12/2024 3:12:50 PM

EMPLOYEE NAME
Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
14936 027 120 01/12/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	003	102	T906	027	

Northpark

65885	PL	003	202	T906	027	
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Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.50		0.50	

0.00 0.00 0.00 0.00 0.00 0.00 1.00 0.00 1.00 1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
14936 at 1/29/2024 7:59:30 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Joel Salinas - 01210 at 1/29/2024 9:39:16 AM

EMPLOYEE NAME
Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
14936 027 120 01/26/2024

NUMBER	JOB IDENTIFICATION			TASK/ ACCOUNT	CHARGE	SHIFT
	PH	SEG	SUB			
65885	PL	003	102	T906	027	

Northpark

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.75	0.00	0.00	0.00	0.75		0.75
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	



Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 12/30/2023 through 01/26/2024

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
14936 at 14936 at 1/29/2024 7:59:30 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Joel Salinas - 01210 at Joel Salinas - 01210 at 1/29/2024 9:39:16 AM

EMPLOYEE NAME
Paula Abasi-Ono Ikpatt

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
14936 027 120 01/26/2024

JOB IDENTIFICATION	JOB IDENTIFICATION			TASK/ACCOUNT	CHARGE	SHIFT
	NUMBER	PH	SEG			
65885	PL	003	202	T906	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.75	0.00	0.00	0.00	0.75		0.75
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.50	0.00	1.50

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
21462 at 1/23/2024 2:03:27 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Francisco Estrada - 14591 at 1/19/2024 1:41:32 PM

EMPLOYEE NAME
Meaghan Anne McKenna

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
21462 027 120 01/19/2024

JOB IDENTIFICATION	JOB IDENTIFICATION			TASK/ACCOUNT	CHARGE	SHIFT
	NUMBER	PH	SEG			
65885	PL	003	202	T906	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.50		0.50
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
21462 at 1/26/2024 9:59:43 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Joel Salinas - 01210 at 1/26/2024 4:46:26 PM

EMPLOYEE NAME
Meaghan Anne McKenna

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
21462 027 120 01/26/2024

JOB IDENTIFICATION	JOB IDENTIFICATION			TASK/ACCOUNT	CHARGE	SHIFT
	NUMBER	PH	SEG			
65885	PL	003	202	T906	027	

Northpark

TOTALS----->

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	1.00	0.00	0.00	0.00	1.00		1.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	

Northpark



Daily Time Charged

Job 65885 Northpark

Ph-Seg: PL - 003 Northpark East (T-1014) LHRA T

Period from 12/30/2023 through 01/26/2024

TOTALS-----> 0.00 0.00 0.00 2.00 0.00 0.00 0.00 2.00 0.00 2.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
21574 at 2/2/2024 9:21:44 AM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sharyn LaCombe - 15281 at 1/26/2024 3:38:01 PM

EMPLOYEE NAME
William John Merrell

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
21574 027 126 01/26/2024

JOB IDENTIFICATION							TASK/	CHARGE	SHIFT
NUMBER	PH	SEG	SUB	ACCOUNT					
65885	PL	003	103	T908		027			
Northpark - Montgomery									
65885	PL	003	203	T908		027			
Northpark									

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	2.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	2.00	1.00	0.00	3.00		3.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
TOTALS	0.00	0.00	0.00	4.00	2.00	0.00	6.00	0.00	6.00

EMPLOYEE SIGNATURE / ELECTRONIC APPROVAL (CST)
29616 at 1/29/2024 4:49:06 PM

APPROVAL SIGNATURE / ELECTRONIC APPROVAL (CST)
Sharyn LaCombe - 15281 at 1/26/2024 11:38:57 AM

EMPLOYEE NAME
Madeline Farrell

EMPLOYEE NUMBER OFFICE SECTION WEEK ENDING
29616 027 126 01/26/2024

JOB IDENTIFICATION							TASK/	CHARGE	SHIFT
NUMBER	PH	SEG	SUB	ACCOUNT					
65885	PL	003	103	T908		027			
Northpark East, MC									
65885	PL	003	203	T908		027			
Northpark East, HC									

SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
0.00	0.00	0.00	0.00	2.00	4.00	0.00	6.00		6.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
0.00	0.00	0.00	0.00	2.00	4.00	0.00	6.00		6.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	
TOTALS	0.00	0.00	0.00	4.00	8.00	0.00	12.00	0.00	12.00

	SAT	SUN	MON	TUE	WED	THU	FRI	REGULAR HOURS	OVERTIME HOURS	TOTAL HOURS
REPORT	0.00	0.00	0.00	3.50	9.50	13.00	2.00	27.00	1.00	28.00



Lake Houston Redevelopment Authority
c/o Burton Accounting P.L.L.C.
PO Box 10330
Houston, TX 77206

Invoice #: 035-65885-DS-002
LHRA CIP Number: T-1014 (A&B)
Project Name: Northpark TOS
Invoice Date: 2/12/2024

Attention: Jeff Nielsen

For Professional Services Rendered through: 01/26/2024
Northpark TOS
Project: Northpark East - Final Design

Phase Code / Name	% of Contract	Fee	Previous		% Complete	Total Fee Earned
			Amount	Current Amount		
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - Roadway Design			\$ 92,387.72	\$ -		\$ 92,387.72
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - Misc Roadway Design			\$ -	\$ -		\$ -
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - Traffic Signals & Studies			\$ -	\$ -		\$ -
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - ITS			\$ -	\$ -		\$ -
T-1014A - HNTB Labor - Harris County (CSJ 0912-37-245) - QA/QC			\$ -	\$ -		\$ -
T-1014A - HNTB Expenses - Harris County (CSJ 0912-37-245) - Expenses			\$ -	\$ -		\$ -
T-1014A - HNTB Labor/Expense Total (Harris County)	35.27%	\$ 1,027,013.40	\$ 92,387.72	\$ -	9.00%	\$ 92,387.72
T-1014A - Subconsultant - Agha Engineering, LLC - Harris County (CSJ 0912-37-245)	5.66%	\$ 164,861.85	\$ 1,723.22	\$ -	1.05%	\$ 1,723.22
T-1014A - Subconsultant - B2Z Engineering - Harris County (CSJ 0912-37-245)	3.48%	\$ 101,344.62	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - IMS Engineers, Inc - Harris County (CSJ 0912-37-245)	5.21%	\$ 151,777.35	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - M2L Associates, Inc - Harris County (CSJ 0912-37-245)	1.11%	\$ 32,400.00	\$ -	\$ -	0.00%	\$ -
T-1014A - Subconsultant - Gauge Engineering - Harris County (CSJ 0912-37-245)	9.26%	\$ 269,649.00	\$ 249,459.24	\$ 6,341.76	94.86%	\$ 255,801.00
T-1014A - Harris County (CSJ 0912-37-245) Total		\$ 1,747,046.22	\$ 343,570.18	\$ 6,341.76		\$ 349,911.94
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - Roadway Design			\$ 74,037.70	\$ -		\$ 74,037.70
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - Misc Roadway Design			\$ -	\$ -		\$ -
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - Traffic Signals & Studies			\$ -	\$ -		\$ -
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - ITS			\$ -	\$ -		\$ -
T-1014B - HNTB Labor - Montgomery County (CSJ 0912-72-618) - QA/QC			\$ 801.06	\$ -		\$ 801.06
T-1014B - HNTB Expenses - Montgomery County (CSJ 0912-72-618) - Expenses			\$ 27.38	\$ -		\$ 27.38
T-1014B - HNTB Labor/Expense Total (Montgomery County)	23.51%	\$ 684,675.60	\$ 74,866.14	\$ -	10.93%	\$ 74,866.14
T-1014B - Subconsultant - Agha Engineering, LLC - Montgomery County (CSJ 0912-72-618)	3.77%	\$ 109,907.90	\$ 1,148.81	\$ -	1.05%	\$ 1,148.81
T-1014B - Subconsultant - B2Z Engineering - Montgomery County (CSJ 0912-72-618)	2.32%	\$ 67,563.07	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - IMS Engineers, Inc - Montgomery County (CSJ 0912-72-618)	3.48%	\$ 101,184.90	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - M2L Associates, Inc - Montgomery County (CSJ 0912-72-618)	0.74%	\$ 21,600.00	\$ -	\$ -	0.00%	\$ -
T-1014B - Subconsultant - Gauge Engineering - Montgomery County (CSJ 0912-72-618)	6.17%	\$ 179,766.00	\$ 166,185.11	\$ 3,691.21	94.50%	\$ 169,876.32
T-1014B - Montgomery County (CSJ 0912-72-618) Total		\$ 1,164,697.47	\$ 242,200.06	\$ 3,691.21		\$ 245,891.27
TOTALS (T-1014A & T-1014B)		\$ 2,911,743.69	\$ 585,770.24	\$ 10,032.97	20.46%	\$ 595,803.21

Total Fee Earned To Date \$ 595,803.21
Less Previous Billings \$ 585,770.24
Amount Due This Invoice \$ 10,032.97

Total Contract Amount Remaining \$ 2,315,940.48
Total Percent Expended 20.46%

	Harris County (CSJ 0912-37-245)	Montgomery County (CSJ 0912-72-618)	Total Billed	Total MWBE Contract
AGHA Engineering, LLC	\$ 1,723.22	\$ 1,148.81	\$ 2,872.03	\$ 274,769.75
B2Z Engineering	\$ -	\$ -	\$ -	\$ 168,907.69
IMS Engineers, Inc	\$ -	\$ -	\$ -	\$ 252,962.25
M2L Associates, Inc	\$ -	\$ -	\$ -	\$ 54,000.00
Gauge Engineering	\$ 255,801.00	\$ 169,876.32	\$ 425,677.32	\$ 449,415.00
			\$ 428,549.35	\$ 1,200,054.69



HOLLAWAY

ENVIRONMENTAL + COMMUNICATIONS

Hollaway Environmental + Communications

2500 Summer St.
Suite 1130
Houston, TX 77007
713-868-1043

Jeffrey Nielsen
Lake Houston Redevelopment Authority/TIRZ10
c/o Hunton Andrews Kurth - Attn: Kelly Cashman
600 Travis, Suite 4200
Houston, TX 77002
Jeffrey Nielsen

Invoice number 24-0059
Date 02/05/2024

Project **Northpark Drive Reconstruction**

Date of Service January 31, 2024

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed	Percent Complete
Task 1 Project Management and Coordination Meetings	4,805.00	4,661.25	4,661.25	0.00	97.01
Task 2 In-Person Public Meeting	42,507.50	13,912.50	20,730.00	6,817.50	48.77
Task 2.1 Public Meeting Noticing	21,380.00	19,932.50	22,246.85	2,314.35	104.05
Task 3 In-Person or Virtual Targeted Stakeholder Meetings	20,185.00	375.00	6,522.50	6,147.50	32.31
Total	88,877.50	38,881.25	54,160.60	15,279.35	60.94

In-Person Public Meeting

Professional Fees

	Hours	Rate	Billed Amount
Billable Time			
Blythe Payne Communications Specialist	4.00	115.00	460.00
Gregory R. Sevcik Creative Director	18.50	140.00	2,590.00
Rachel G. Massey Sr. Communications Specialist	28.50	130.00	3,705.00
Trevor Pattillo Account Manager	0.50	125.00	62.50
Subtotal	51.50		6,817.50
Phase subtotal			6,817.50



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Jeffrey Nielsen
Project **Northpark Drive Reconstruction**

Invoice number 24-0059
Date 02/05/2024

Public Meeting Noticing

Professional Fees

	Hours	Rate	Billed Amount
Billable Time			
Rachel G. Massey			
Sr. Communications Specialist	3.00	130.00	390.00
Expenses			
	Units	Rate	Billed Amount
La Voz Newsletter	1.00	773.60	773.60
Montgomery County Newsletter	1.00	1,150.75	1,150.75
Subtotal			<u>1,924.35</u>
Phase subtotal			<u>2,314.35</u>

In-Person or Virtual Targeted Stakeholder Meetings

Professional Fees

	Hours	Rate	Billed Amount
Billable Time			
Leslie A. McCormick			
Technical Editor	1.50	150.00	225.00
Thomas W. Mumford			
Production Specialist	51.50	115.00	5,922.50
Subtotal	<u>53.00</u>		<u>6,147.50</u>
Phase subtotal			<u>6,147.50</u>
		Invoice total	<u><u>15,279.35</u></u>

Approved by:

Rachel G. Massey
Sr. Communications Specialist

Thank you for your business!



HOLLAWAY

ENVIRONMENTAL + COMMUNICATIONS

Jeffrey Nielsen
Project **Northpark Drive Reconstruction**

Invoice number 24-0059
Date 02/05/2024

Blythe Payne

Timesheet Date: 01/27/2024

Project	Phase	Activity	Employee Type	Sun-21	Mon-22	Tue-23	Wed-24	Thu-25	Fri-26	Sat-27	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Communications Specialist		0.50	1.50	2.00				4.00
Regular total				0.00	0.50	1.50	2.00	0.00	0.00	0.00	4.00
Timesheet total				0.00	0.50	1.50	2.00	0.00	0.00	0.00	4.00

Gregory R. Sevcik

Timesheet Date: 02/03/2024

Project	Phase	Activity	Employee Type	Sun-28	Mon-29	Tue-30	Wed-31	Thu-01	Fri-02	Sat-03	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Creative Director				0.50				0.50
Regular total				0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50
Timesheet total				0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.50

Timesheet Date: 01/27/2024

Project	Phase	Activity	Employee Type	Sun-21	Mon-22	Tue-23	Wed-24	Thu-25	Fri-26	Sat-27	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Creative Director				2.00				2.00
Regular total				0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00
Timesheet total				0.00	0.00	0.00	2.00	0.00	0.00	0.00	2.00

Timesheet Date: 01/20/2024

Project	Phase	Activity	Employee Type	Sun-14	Mon-15	Tue-16	Wed-17	Thu-18	Fri-19	Sat-20	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Creative Director			8.50	2.50				11.00
Regular total				0.00	0.00	8.50	2.50	0.00	0.00	0.00	11.00
Timesheet total				0.00	0.00	8.50	2.50	0.00	0.00	0.00	11.00

Timesheet Date: 01/13/2024

Project	Phase	Activity	Employee Type	Sun-07	Mon-08	Tue-09	Wed-10	Thu-11	Fri-12	Sat-13	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Creative Director					3.00	2.00		5.00
Regular total				0.00	0.00	0.00	0.00	3.00	2.00	0.00	5.00
Timesheet total				0.00	0.00	0.00	0.00	3.00	2.00	0.00	5.00

Leslie A. McCormick

Timesheet Date: 01/20/2024

Project	Phase	Activity	Employee Type	Sun-14	Mon-15	Tue-16	Wed-17	Thu-18	Fri-19	Sat-20	Total
07-23 Northpark Drive Reconstruction	Task 3 In-Person or Virtual Targeted Stakeholder Meetings	Billable Time	Technical Editor					1.50			1.50
Regular total				0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50
Timesheet total				0.00	0.00	0.00	0.00	1.50	0.00	0.00	1.50



HOLLAWAY

ENVIRONMENTAL + COMMUNICATIONS

Jeffrey Nielsen
Project **Northpark Drive Reconstruction**

Invoice number 24-0059
Date 02/05/2024

Rachel G. Massey

Timesheet Date: 02/03/2024

Project	Phase	Activity	Employee Type	Sun-28	Mon-29	Tue-30	Wed-31	Thu-01	Fri-02	Sat-03	Total
07-23 Northpark Drive Reconstruction	Task 2.1 Public Meeting Noticing	Billable Time	Sr. Communications Specialist			1.00	2.00				3.00
Regular total				0.00	0.00	1.00	2.00	0.00	0.00	0.00	3.00
Timesheet total				0.00	0.00	1.00	2.00	0.00	0.00	0.00	3.00

Timesheet Date: 01/27/2024

Project	Phase	Activity	Employee Type	Sun-21	Mon-22	Tue-23	Wed-24	Thu-25	Fri-26	Sat-27	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Sr. Communications Specialist			3.50	3.50	1.50			8.50
Regular total				0.00	0.00	3.50	3.50	1.50	0.00	0.00	8.50
Timesheet total				0.00	0.00	3.50	3.50	1.50	0.00	0.00	8.50

Timesheet Date: 01/20/2024

Project	Phase	Activity	Employee Type	Sun-14	Mon-15	Tue-16	Wed-17	Thu-18	Fri-19	Sat-20	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Sr. Communications Specialist			2.50	3.50				6.00
Regular total				0.00	0.00	2.50	3.50	0.00	0.00	0.00	6.00
Timesheet total				0.00	0.00	2.50	3.50	0.00	0.00	0.00	6.00

Timesheet Date: 01/13/2024

Project	Phase	Activity	Employee Type	Sun-07	Mon-08	Tue-09	Wed-10	Thu-11	Fri-12	Sat-13	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Sr. Communications Specialist		1.00		2.00	1.50	1.50		6.00
Regular total				0.00	1.00	0.00	2.00	1.50	1.50	0.00	6.00
Timesheet total				0.00	1.00	0.00	2.00	1.50	1.50	0.00	6.00

Timesheet Date: 01/06/2024

Project	Phase	Activity	Employee Type	Sun-31	Mon-01	Tue-02	Wed-03	Thu-04	Fri-05	Sat-06	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Sr. Communications Specialist			6.50	1.00		0.50		8.00
Regular total				0.00	0.00	6.50	1.00	0.00	0.50	0.00	8.00
Timesheet total				0.00	0.00	6.50	1.00	0.00	0.50	0.00	8.00

Thomas W. Mumford

Timesheet Date: 02/03/2024

Project	Phase	Activity	Employee Type	Sun-28	Mon-29	Tue-30	Wed-31	Thu-01	Fri-02	Sat-03	Total
07-23 Northpark Drive Reconstruction	Task 3 In-Person or Virtual Targeted Stakeholder Meetings	Billable Time	Production Specialist		3.50	2.00	4.50				10.00
Regular total				0.00	3.50	2.00	4.50	0.00	0.00	0.00	10.00
Timesheet total				0.00	3.50	2.00	4.50	0.00	0.00	0.00	10.00



HOLLAWAY

ENVIRONMENTAL + COMMUNICATIONS

Jeffrey Nielsen
Project **Northpark Drive Reconstruction**

Invoice number 24-0059
Date 02/05/2024

Thomas W. Mumford

Timesheet Date: 01/27/2024

Project	Phase	Activity	Employee Type	Sun-21	Mon-22	Tue-23	Wed-24	Thu-25	Fri-26	Sat-27	Total
07-23 Northpark Drive Reconstruction	Task 3 In-Person or Virtual Targeted Stakeholder Meetings	Billable Time	Production Specialist			5.00	4.00	2.00	2.00		13.00
Regular total				0.00	0.00	5.00	4.00	2.00	2.00	0.00	13.00
Timesheet total				0.00	0.00	5.00	4.00	2.00	2.00	0.00	13.00

Timesheet Date: 01/20/2024

Project	Phase	Activity	Employee Type	Sun-14	Mon-15	Tue-16	Wed-17	Thu-18	Fri-19	Sat-20	Total
07-23 Northpark Drive Reconstruction	Task 3 In-Person or Virtual Targeted Stakeholder Meetings	Billable Time	Production Specialist				8.00				8.00
Regular total				0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00
Timesheet total				0.00	0.00	0.00	8.00	0.00	0.00	0.00	8.00

Timesheet Date: 01/13/2024

Project	Phase	Activity	Employee Type	Sun-07	Mon-08	Tue-09	Wed-10	Thu-11	Fri-12	Sat-13	Total
07-23 Northpark Drive Reconstruction	Task 3 In-Person or Virtual Targeted Stakeholder Meetings	Billable Time	Production Specialist		3.00	1.00	4.50				8.50
Regular total				0.00	3.00	1.00	4.50	0.00	0.00	0.00	8.50
Timesheet total				0.00	3.00	1.00	4.50	0.00	0.00	0.00	8.50

Timesheet Date: 01/06/2024

Project	Phase	Activity	Employee Type	Sun-31	Mon-01	Tue-02	Wed-03	Thu-04	Fri-05	Sat-06	Total
07-23 Northpark Drive Reconstruction	Task 3 In-Person or Virtual Targeted Stakeholder Meetings	Billable Time	Production Specialist			3.00	6.00	3.00			12.00
Regular total				0.00	0.00	3.00	6.00	3.00	0.00	0.00	12.00
Timesheet total				0.00	0.00	3.00	6.00	3.00	0.00	0.00	12.00

Trevor Pattillo

Timesheet Date: 01/13/2024

Project	Phase	Activity	Employee Type	Sun-07	Mon-08	Tue-09	Wed-10	Thu-11	Fri-12	Sat-13	Total
07-23 Northpark Drive Reconstruction	Task 2 In-Person Public Meeting	Billable Time	Account Manager		0.50						0.50
Regular total				0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50
Timesheet total				0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.50

Project Name: Northpark Drive Reconstruction
Project Location: Montgomery and Harris Counties
CSJ: 0912-37-245 & 0912-72-618

Contract No.: LHRA/TIRZ 10
Work Authorization No.: 1

MONTHLY PROGRESS REPORT NO. 8
January 1, 2024 to January 31, 2024

	<u>NOW</u>	<u>SCHEDULE</u>	<u>ESTIMATE NEXT MONTH</u>
Total Percent Complete:	60%	0%	85%
Ahead or Behind:	N/A		

REMARKS: Task 1: Project Management and Coordination Meetings; Task 2: In-Person Public Meeting
Task 2.1: Public Meeting Noticing; Task 3: In-Person or Virtual Stakeholder Meetings

A. Task 1: Project Management and Coordination (96% Complete)

Activities this month: *N/A*

Activities anticipated for the next period: *N/A*

Outstanding issues: *N/A.*

B. Task 2: In-Person Public Meeting (53% Complete)

Activities this month: *Correspondence with client and project team; PPT and Handout development, update and content writing;*

Activities anticipated for the next period: *Presentation and handout finalization; Exhibit development and finalization; Staffing, registration, coordination summary, meeting room layout, translation, narration, video production.*

Outstanding issues: *N/A*

C. Task 2.1: Public Meeting Noticing (92% Complete)

Activities this month: *Newspaper ad placement; finalization of noticing and Elected letters and emails*

Activities anticipated for the next period: *finalization of Notice and Postcard mail out; final newspaper ad placement; flyer distribution*

Outstanding issues: *N/A*

C. Task 2.2: Stakeholder Meetings (33% Complete)

Activities this month: *Review of messaging deliverables and updates*

Activities anticipated for the next period: *N/A*

Outstanding issues: *N/A*

Prepared By: Rachel Massey
Date Revised: February 5, 2024

Hearst Newspapers, LLC Order Confirmation

Ad Order Number

0034317021

Sales Rep.

0630-HOU

Order Taker

nrobinson

Order Source

Rep

Customer

HOLLAWAY ENVIRONMENTAL & C

Customer Account

20023639

Customer Address

2500 SUMMER ST STE 1130
HOUSTON TX 770073387 USA

Customer Phone

7138681043

Payor Customer

HOLLAWAY ENVIRONMENTAL & C

Payor Account

20023639

Payor Address

2500 SUMMER ST STE 1130
HOUSTON TX 770073387 USA

Payor Phone

7138681043

PO Number

Ordered By

Rachel Massey, Email

Customer Fax

Customer EMail

LESLIE@CROUCHENVIRONMEN

Special Pricing

Tear Sheets

1

Proofs

0

Affidavits

1

Blind Box

Promo Type

Materials

Invoice Text

TxDOT Public Notice In LA VOZ Spanish newspaper

Ad Order Notes

Gross Amount

773.60

Net Amount

\$773.60

Tax Amount

\$0.00

Total Amount

\$773.60

Payment Method

Credit Card Pymt

Payment Amount

\$773.60

Amount Due

\$0.00



Payment receipt

You paid \$1,150.75

to Montgomery County News on January 31, 2024

Invoice no.	16237
Invoice amount	\$1,150.75
Total	\$1,150.75

Status	Paid
Payment method	VISA****9827
Authorization ID	MU0200738529

Thank you

Montgomery County News

news@montgomerycountynews.net

No additional transfer fees or taxes apply.

PDF_RECEIPT_MTL_FOOTER



UNION PACIFIC RAILROAD COMPANY

LAKE HOUSTON REDEVELOPMENT AUTHORITY
C/O HUNTON ANDREWS KURTH
ATTN: KELLY CASHMAN
600 TRAVIS, SUITE 4200
HOUSTON, TX 77002

DATE ISSUED	2/8/2024
DUE DATE	3/9/2024
BILL NUMBER	90132842
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CUST REFERENCE	
BILL PREPARER	NaN
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # T-1007; ATTN: RALPH DE LEON; PRELIMIN ENGI RELATED SERV, CREAT OF FRCE ACCT
EST AND SITE INSPEC RELATED TO DESIGN AND CONSTR OF GRADE

REFERENCE NO:

AMOUNT: \$12,274.14

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	2/8/2024
DUE DATE	3/9/2024
BILL NUMBER	90132842
BILL AMOUNT	\$12,274.14
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90132842
-------------	----------

RECAP OF CHARGES

<u>SUMMARY OF DESCRIPTION:</u>		<u>JOB</u> <u>TOTAL AMOUNT</u>	<u>JOB</u> <u>APPORTIONMENT</u>	<u>JOB</u> <u>AMOUNT DUE</u>
<u>JOINT FACILITY OR WORK ORDER 52076</u>				
JOB NO. 001	JOB 001 PRE	\$12,274.14	100.00%	\$12,274.14
			BILL COST	\$12,274.14
			APPORTIONMENT	100.00%
		AMOUNT DUE (TO COVER PAGE)		\$12,274.14



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90132842
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WO 52076 JOB NO 001 PERIOD 01-2024

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/24	5012813526	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$10,949.85
10/23	5012497598	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$1,324.29
PAYMENT SUB TOTAL				

VOUCHER PAYMENT (ALL) TOTAL

\$12,274.14

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5012497598
Invoice Date: 9/11/2023
Invoice Amt: \$1,324.29
Service Period: 2023-08-14-2023-08-31

Fiscal YrMo: 202310
Network: 52076
Activity: 001
Dist Amt: \$1,324.29

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**
Comment: invoice processing travel site visit observation project updates reviews coordination discussions
Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

Ln	Item Nbr	Item Desc	Employee Name	Start Date/Time	End Date/Time	Qty	Unit	Unit Price	Extn Amount	Markup/Discount
Location # 4.24 Construction Management										
0010		Labor Public Project Inspector II				5.50	HR	\$140.000	\$770.00	
		WO 52076 Job 001 506314 \$770.0000								
Location # 4.25 Construction Management										
0020		Labor Public Project Professional I				0.50	HR	\$103.000	\$51.50	
		WO 52076 Job 001 506314 \$51.5000								
Location # 4.28 Construction Management										
0030		Labor Public Project Professional IV				1.00	HR	\$148.000	\$148.00	
		WO 52076 Job 001 506314 \$148.0000								
Location # 4.31 Construction Management										
0040		Labor Public Project Professional VII				0.50	HR	\$193.000	\$96.50	
		WO 52076 Job 001 506314 \$96.5000								
Location # 4.32 Construction Management										
0050		Labor Public Project Professional VIII				0.50	HR	\$211.000	\$105.50	
		WO 52076 Job 001 506314 \$105.5000								
Location # 4.36 Construction Management										
0060	03001565	Reimb Exp Misc - No Markup				152.79	\$ US Dollar	\$1.000	\$152.79	
		WO 52076 Job 001 506314 \$152.7900								



Value Focused. Community Minded. Quality Driven.

Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

September 11, 2023
Project No: 00212019.44
Invoice No: 257758

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from August 14, 2023 to August 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Public Project Inspector II Smith, Shann	5.50	140.00	770.00	
Public Project Professional I Gipson, Angela	.50	103.00	51.50	
Public Project Professional IV Blasingame, Lane	1.00	148.00	148.00	
Public Project Professional VII Kasper, Brandon	.50	193.00	96.50	
Public Project Professional VIII Obringer, Thomas	.50	211.00	105.50	
Totals	8.00		1,171.50	
Total Labor				1,171.50

Reimbursable Expenses

Meals				
8/24/2023	Smith, Shann	meals for site visits breakfast	13.43	
Lodging				
8/26/2023	Smith, Shann	hotel for SV 596.76 split x 7 projects	77.22	
Parking				
8/26/2023	Smith, Shann	parking for SV 596.76 split x 7 projects	4.17	
Total Reimbursables			94.82	94.82

Unit Billing

2020 Chevy Silverado-KDQ445 23KC58				
8/23/2023	travel to houston tx project	57.5 Miles @ 0.655	37.66	
8/24/2023	travel to north park ptoject	31.0 Miles @ 0.655	20.31	
Total Units			57.97	57.97

Billing Limits

	Current	Prior	To-Date
Total Billings	1,324.29	42,393.18	43,717.47
Limit			49,861.00
Remaining			6,143.53

Project	00212019.44	UPRR 755879Y - Northpark Dr, Porter, TX	Invoice	257758
			Total this Project	\$1,324.29
			Total Now Due	<u>\$1,324.29</u>

Billing Backup

Monday, September 11, 2023

Alfred Benesch & Company

Invoice 257758 Dated 9/11/2023

1:25:45 PM

Professional Personnel

			Hours	Rate	Amount	
Public Project Inspector II						
20633	Smith, Shann	8/23/2023	1.50	140.00	210.00	
	travel for upcoming routine observations					
20633	Smith, Shann	8/24/2023	4.00	140.00	560.00	
	travel, conduct 2 routine site observations, update projects					
Public Project Professional I						
02366	Gipson, Angela	8/21/2023	.50	103.00	51.50	
	invoice processing					
Public Project Professional IV						
20345	Blasingame, Lane	8/24/2023	.50	148.00	74.00	
	review project and assign site visit.					
20345	Blasingame, Lane	8/28/2023	.50	148.00	74.00	
	Review site visit report and update project					
Public Project Professional VII						
11688	Kasper, Brandon	8/14/2023	.50	193.00	96.50	
	Benesch PM Coord/Project Discussions					
Public Project Professional VIII						
20047	Obringer, Thomas	8/28/2023	.50	211.00	105.50	
	Preliminary Review of project - Review of project for Boring and Conduit installation per TXDOT request					
	Totals		8.00		1,171.50	
	Total Labor					1,171.50

Reimbursable Expenses

Meals						
EX 0075125	8/24/2023	☐ Smith, Shann / meals for site visits breakfast			13.43	
Lodging						
EX 0075125	8/26/2023	☐ Smith, Shann / hotel for SV 596.76 split x 7 projects			77.22	
Parking						
EX 0075125	8/26/2023	☐ Smith, Shann / parking for SV 596.76 split x 7 projects			4.17	
	Total Reimbursables				94.82	94.82

Unit Billing

2020 Chevy Silverado-KDQ445 23KC58						
8/23/2023		travel to houston tx project	57.5 Miles @ 0.655		37.66	
8/24/2023		travel to north park project	31.0 Miles @ 0.655		20.31	
	Total Units				57.97	57.97

Total this Project \$1,324.29

Total this Report \$1,324.29

WELCOME TO
7-ELEVEN
 23696 Eastex Freeway
 Kingwood, Tx 77339
 281-348-9550

 7-ELEVEN
 23696 EASTEX FWY
 KINGWOOD TX 77339

Description	Qty	Amount
DM FRUIT NTURL RED	1	1.99
T MET-RX CHP CKY	1	3.69
T GATORLYE STRAWBERRY	1	3.19
CORE POWER VNLA 140	1	3.99
Subtotal		12.86
Tax		0.57
TOTAL		13.43
CREDIT \$		13.43

SALE Receipt
 AMERICAN EXPRESS USD\$13.43
 Acct/Card #: *****1004
 Entry: Chip Read
 APP LABEL: AMERICAN EXPRESS
 AuthNet: AMEX
 MODE: Issuer
 AID: A00000025010801
 Auth #: 843044
 Resp Code: 000
 Stan: 28261098654
 Invoice #: 17162
 Shift #: 1
 Store # *****

MERCHANT COPY

THANKS COME AGAIN

Diesel Fuel Contains
 Up To 5% Biodiesel Or
 Renewable State Diesel
 Tax \$ 0.19 Per Gallon
 TILL XXXX DR# 1 TRAN# 1011233
 8/24/23 8:24:16 AM
 CSH: 6

Hotel 569.76 split between 7 projects = 81.39 each



Residence Inn[®] Houston Medical Center/ NRG Park
 7807 Kirby Drive, Houston, TX 77030 P 713.660.7993
 Marriott.com/HOURW

S. Smith

Room: 1403
 Room Type: STQQ
 Number of Guests: 1
 Rate: \$154.00

Clerk:

Arrive: 23Aug23

Time: 08:19PM

Depart: 26Aug23

Time: 11:00AM

Folio Number: 82192

DATE	DESCRIPTION	CHARGES	CREDITS
23Aug23	Room Charge	154.00	
23Aug23	City Tax	10.78	
23Aug23	State Occupancy Tax	9.24	
23Aug23	County Tax	6.16	
23Aug23	Garage Parking	9.00	
23Aug23	Parking Tax	0.74	
24Aug23	Room Charge	154.00	
24Aug23	City Tax	10.78	
24Aug23	State Occupancy Tax	9.24	
24Aug23	County Tax	6.16	
24Aug23	Garage Parking	9.00	
24Aug23	Parking Tax	0.74	
25Aug23	Room Charge	154.00	
25Aug23	City Tax	10.78	
25Aug23	State Occupancy Tax	9.24	
25Aug23	County Tax	6.16	
25Aug23	Garage Parking	9.00	
25Aug23	Parking Tax	0.74	
26Aug23	American Express		569.76

Card #: AXXXXXXXXXXXXXXXXX1004XXXX

Amount: 569.76 Auth: 104484

This card was electronically swiped on 23Aug23

BALANCE: 0.00

Marriott Bonvoy Account # XXXXX7058. Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

See our "Privacy & Cookie Statement" on Marriott.com.

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To plan your next stay, visit ResidenceInn.com.

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5012813526
 Invoice Date: 12/8/2023
 Invoice Amt: \$10,949.85
 Service Period: 2023-09-01-2023-12-03

Fiscal YrMo: 202401
 Network: 52076
 Activity: 001
 Dist Amt: \$10,949.85

Subdivision: LUFKIN SUB Mileposts: .000-000 Gang Nbr:

Comment: invoice processing project supplement updates research reviews progression coordination discussions correspondence meetings and prep travel site visits

Releaser Name: LEWIS Verifier Name: LEWIS

PO Nbr: 4300200163

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - TX 755879Y MP22 13 Lufkin Sub NorthPark Dr Porter TX Overpass CAN 52076 Old PO 4300087328 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

Ln	Item Nbr	Item Desc	Employee Name	Start Date/Time	End Date/Time	Qty Unit	Unit Price	Extn Amount	Markup/Discount
Location # 10.2 Public Projects									
0010	03005231	Labor Public Project Inspector II				6.00 HR	\$139.300	\$835.80	
		WO 52076 Job 001 506314 \$835.8000							
Location # 10.3 Public Projects									
0020	03005232	Labor Public Project Professional I				1.00 HR	\$102.480	\$102.48	
		WO 52076 Job 001 506314 \$102.4800							
Location # 10.5 Public Projects									
0030	03005234	Labor Public Project Professional III				1.50 HR	\$132.340	\$198.51	
		WO 52076 Job 001 506314 \$198.5100							
Location # 10.6 Public Projects									
0040	03005235	Labor Public Project Professional IV				6.00 HR	\$147.260	\$883.56	
		WO 52076 Job 001 506314 \$883.5600							
Location # 10.7 Public Projects									
0050	03005236	Labor Public Project Professional V				42.00 HR	\$162.180	\$6,811.56	
		WO 52076 Job 001 506314 \$6811.5600							
Location # 10.8 Public Projects									
0060	03005237	Labor Public Project Professional VI				9.00 HR	\$180.100	\$1,620.90	
		WO 52076 Job 001 506314 \$1620.9000							
Location # 10.9 Public Projects									
0070	03005238	Labor Public Project Professional VII				0.50 HR	\$208.950	\$104.48	
		WO 52076 Job 001 506314 \$104.4800							
Location # 10.12 Public Projects									
0080	03001565	Reimb Exp Misc - No Markup				127.17 \$ US Dollar	\$1.000	\$127.17	
		WO 52076 Job 001 506314 \$127.1700							
0090	03001565	Reimb Exp Misc - No Markup				265.39 \$ US Dollar	\$1.000	\$265.39	
		WO 52076 Job 001 506314 \$265.3900							



Value Focused. Community Minded. Quality Driven.

Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

December 8, 2023
Project No: 00212019.44
Invoice No: 265856

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300200163 (formerly 4300087328)
CAN: 52076

Professional Services from September 1, 2023 to December 3, 2023

Professional Personnel

	Hours	Rate	Amount	
Labor Public Project Inspector II				
Powell, Charles	6.00	139.30	835.80	
Labor Public Project Professional I				
Ebaugh, Brittany	.50	102.48	51.24	
Gipson, Angela	.50	102.48	51.24	
Labor Public Project Professional III				
Rose, Jeri	1.50	132.34	198.51	
Labor Public Project Professional IV				
Blasingame, Lane	6.00	147.26	883.56	
Labor Public Project Professional V				
OBagy, Marianne	1.00	162.18	162.18	
Smith, James	41.00	162.18	6,649.38	
Labor Public Project Professional VI				
Jackson, Rooke	2.00	180.10	360.20	
Kiewel, Karina	7.00	180.10	1,260.70	
Labor Public Project Professional VII				
Taylor, Jason	.50	208.95	104.48	
Totals	66.00		10,557.29	
Total Labor				10,557.29

Reimbursable Expenses

Lodging				
11/6/2023	Powell, Charles	Lodging split (162.15 / 6)	27.03	
11/7/2023	Powell, Charles	Lodging split (159.85 / 6)	26.64	
Mileage				
11/9/2023	Powell, Charles	Mileage split (1010mi/9 x .655)	73.50	
Tolls				
9/1/2023	Smith, James	Tolls - 9.1.23	2.08	
	Total Reimbursables		129.25	129.25

Unit Billing

2022 Dodge Ram - 25MSLR SHV0816				
9/15/2023	Site Visit back to office	102.0 Miles @ 0.655	66.81	

Project	00212019.44	UPRR 755879Y/975517U Northpark Dr Porter	Invoice	265856
9/29/2023		Travel from Kingwood to site and back to Kingwood	10.0 Miles @ 0.655	6.55
10/5/2023		Travel from office to site meeting back to office	200.0 Miles @ 0.655	131.00
10/31/2023		Travel from previous site to Northpark	20.0 Miles @ 0.655	13.10
11/28/2023		From previous meeting to Site to next Site	70.0 Miles @ 0.655	45.85
		Total Units		263.31
				263.31
Billing Limits		Current	Prior	To-Date
Total Billings		10,949.85	43,717.47	54,667.32
Limit				64,861.00
Remaining				10,193.68
			Total this Project	\$10,949.85
			Total Now Due	<u>\$10,949.85</u>

Billing Backup

Friday, December 8, 2023

Alfred Benesch & Company

Invoice 265856 Dated 12/8/2023

9:02:46 AM

Professional Personnel

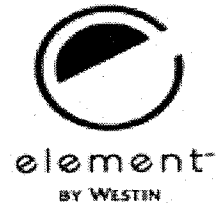
			Hours	Rate	Amount
Labor Public Project Inspector II					
20857	Powell, Charles	11/6/2023	1.50	139.30	208.95
	Travel for upcoming site visit				
20857	Powell, Charles	11/7/2023	1.00	139.30	139.30
	Travel for upcoming site visit				
20857	Powell, Charles	11/8/2023	3.00	139.30	417.90
	Travel, conduct site visit, update projects				
20857	Powell, Charles	11/9/2023	.50	139.30	69.65
	Travel following site visit				
Labor Public Project Professional I					
11190	Ebaugh, Brittany	11/29/2023	.50	102.48	51.24
	project supplement				
02366	Gipson, Angela	9/19/2023	.50	102.48	51.24
	invoice processing				
Labor Public Project Professional III					
20113	Rose, Jeri	11/3/2023	.50	132.34	66.17
	Funding Research for PM				
20113	Rose, Jeri	11/7/2023	.50	132.34	66.17
	Project Database Coordination; Review, Update and Adjust Progression of Events for PM - and DOT 975516M, 975518B				
20113	Rose, Jeri	11/22/2023	.50	132.34	66.17
	Project Database Coordination; Review/Research/Update & Adjust Progression of Events				
Labor Public Project Professional IV					
20345	Blasingame, Lane	9/10/2023	.50	147.26	73.63
	Review projects and assign site visits				
20345	Blasingame, Lane	9/18/2023	.50	147.26	73.63
	Review site report visit and update project.				
20345	Blasingame, Lane	9/22/2023	.50	147.26	73.63
	Review site visit reports for both dot's				
20345	Blasingame, Lane	9/26/2023	.50	147.26	73.63
	Review project and assign site visit				
20345	Blasingame, Lane	10/3/2023	.50	147.26	73.63
	Review site visit report				
20345	Blasingame, Lane	10/9/2023	.50	147.26	73.63
	Assign site visits or both projects.				
20345	Blasingame, Lane	10/16/2023	.50	147.26	73.63
	Review site visit report for both projects.				
20345	Blasingame, Lane	10/24/2023	.50	147.26	73.63
	Review project and assign site visit				
20345	Blasingame, Lane	11/1/2023	.50	147.26	73.63
	Review site visit reports for both reports.				
20345	Blasingame, Lane	11/9/2023	.50	147.26	73.63
	Review site visit report.				

Project	00212019.44	UPRR 755879Y/975517U Northpark Dr Porter	Invoice	265856	
20345	Blasingame, Lane	11/25/2023	.50	147.26	73.63
	Review projects and assign site visits for both dots.				
20345	Blasingame, Lane	11/29/2023	.50	147.26	73.63
	Review site visit report.				
	Labor Public Project Professional V				
20537	OBagy, Marianne	9/7/2023	1.00	162.18	162.18
	Construction Coord. (UPRR Property Research)				
20590	Smith, James	9/5/2023	4.00	162.18	648.72
	Project Review, Updates, Plan Review, Coordination with UP Real Estate, Meeting with Agency				
20590	Smith, James	9/11/2023	.50	162.18	81.09
	PM Coordination Meeting				
20590	Smith, James	9/15/2023	4.00	162.18	648.72
	Travel, Site Visit				
20590	Smith, James	9/18/2023	1.50	162.18	243.27
	Field Report				
20590	Smith, James	9/19/2023	.50	162.18	81.09
	Coordination with UP & Agency				
20590	Smith, James	9/29/2023	3.00	162.18	486.54
	Travel, Site Visit, Report				
20590	Smith, James	10/3/2023	1.00	162.18	162.18
	Coordination with UP Utl group on permit, Document Review				
20590	Smith, James	10/4/2023	2.00	162.18	324.36
	Coordination meeting prep, project updates, coordination with previous PM				
20590	Smith, James	10/5/2023	6.00	162.18	973.08
	On-Site Coordination Meeting, Travel				
20590	Smith, James	10/6/2023	1.00	162.18	162.18
	Coordination with UP on project, Meeting Follow up				
20590	Smith, James	10/12/2023	2.00	162.18	324.36
	Site Visit, Travel				
20590	Smith, James	10/13/2023	1.00	162.18	162.18
	Report				
20590	Smith, James	10/20/2023	1.00	162.18	162.18
	Project & Documents Updates				
20590	Smith, James	10/31/2023	4.00	162.18	648.72
	Travel, Site Visit, Report				
20590	Smith, James	11/2/2023	1.00	162.18	162.18
	Coordination with UP Real Estate, Agency on Agreement				
20590	Smith, James	11/4/2023	1.00	162.18	162.18
	Updating Project Documents				
20590	Smith, James	11/10/2023	.50	162.18	81.09
	Project Updates				
20590	Smith, James	11/13/2023	.50	162.18	81.09
	Coordination with UP on Utl permit				
20590	Smith, James	11/14/2023	1.00	162.18	162.18
	Agreement coordination				
20590	Smith, James	11/16/2023	.50	162.18	81.09
	Coordination with UP on status and project plan				

Project	00212019.44	UPRR 755879Y/975517U Northpark Dr Porter	Invoice	265856		
20590	Smith, James	11/21/2023	1.00	162.18	162.18	
	Document Management, Coordination with UP and Agency					
20590	Smith, James	11/28/2023	4.00	162.18	648.72	
	Travel, Site Visit, Report					
	Labor Public Project Professional VI					
12532	Jackson, Rooke	10/5/2023	1.00	180.10	180.10	
	project plan review, phasing discussion w/ PM					
12532	Jackson, Rooke	10/6/2023	.50	180.10	90.05	
	project discussion w/ PM					
12532	Jackson, Rooke	10/9/2023	.50	180.10	90.05	
	project coordination with PE/Tenured Professional					
20206	Kiewel, Karina	9/5/2023	.50	180.10	90.05	
	agency communication					
20206	Kiewel, Karina	11/2/2023	.50	180.10	90.05	
	internal communication					
20206	Kiewel, Karina	11/15/2023	3.00	180.10	540.30	
	draft memo, manage file, internal communication					
20206	Kiewel, Karina	11/16/2023	.50	180.10	90.05	
	manage file					
20206	Kiewel, Karina	11/17/2023	.50	180.10	90.05	
	internal communication					
20206	Kiewel, Karina	11/21/2023	1.00	180.10	180.10	
	manage file, agency communication					
20206	Kiewel, Karina	11/28/2023	1.00	180.10	180.10	
	agency/internal communication					
	Labor Public Project Professional VII					
11912	Taylor, Jason	9/11/2023	.50	208.95	104.48	
	Construction coordination with PM.					
	Totals		66.00		10,557.29	
	Total Labor					10,557.29
Reimbursable Expenses						
Lodging						
EX 0077166	11/6/2023	☐ Powell, Charles / Lodging split (162.15 / 6)			27.03	
EX 0077166	11/7/2023	☐ Powell, Charles / Lodging split (159.85 / 6)			26.64	
Mileage						
EX 0077166	11/9/2023	Powell, Charles / Mileage split (1010mi/9 x .655)			73.50	
Tolls						
EX 0076094	9/1/2023	☐ Smith, James / Tolls - 9.1.23			2.08	
	Total Reimbursables				129.25	129.25
Unit Billing						
2022 Dodge Ram - 25MSLR SHV0816						
9/15/2023	Site Visit back to office		102.0 Miles @ 0.655		66.81	
9/29/2023	Travel from Kingwood to site and back to Kingwood		10.0 Miles @ 0.655		6.55	

Project	00212019.44	UPRR 755879Y/975517U Northpark Dr Porter	Invoice	265856
10/5/2023		Travel from office to site meeting back to office	200.0 Miles @ 0.655	131.00
10/31/2023		Travel from previous site to Northpark	20.0 Miles @ 0.655	13.10
11/28/2023		From previous meeting to Site to next Site	70.0 Miles @ 0.655	45.85
		Total Units		263.31
			Total this Project	\$10,949.85
			Total this Report	\$10,949.85

Element Katy
 23653 Grande Centre Drive
 Katy, TX 77494
 United States
 Tel: (281) 574-9885



CHARLES POWELL

Page Number : 1 Invoice Nbr : 1000025043
 Guest Number : 141632
 Folio ID : A
 Arrive Date : 06-NOV-23 19:10
 Depart Date : 07-NOV-23
 No. Of Guest : 1
 Room Number : 243
 Marriott Bonvoy Number: 3569

Tax ID :

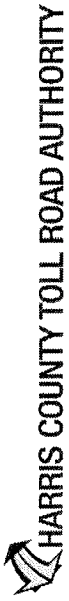
Element Katy HOU EK NOV-07-2023 02:20 9999

Date	Reference	Description	Charges (USD)	Credits (USD)
06-NOV-23	RT243	Room Chrg - Standard Retail	141.00	
06-NOV-23	RT243	State Tax	8.46	
06-NOV-23	RT243	County Tax	12.69	
NOV-07-2023	MC	MasterCard / Diners Intl		-162.15

Approve EMV Receipt for MC - 8329: Signature Captured
 TC:4419C835692CC0B3
 IAD:0110A040012200000000000000000000FF TVR:0080008000
 AID:A0000000041010 Application Label:Mastercard

** Total 162.15 -162.15
 *** Balance 0.00

Continued on the next page



Account Transactions

Transaction Date/Time	Posted Date/Time	License Plate	Nickname	Axle Count	Location	Description	Amount
09/06/2023 06:04:31 PM CDT	09/06/2023 09:40:00 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-SH249 SEG 1A-FM1488 ML ORT-249A-FM1488-16 EAST	IOP-1 : AVI Transaction	(1.89)
09/06/2023 06:00:50 PM CDT	09/06/2023 06:17:10 PM CDT	TX-SHV0816	Benesch Truck	2	MCTRA--MONTGOMERY COUNTY-MONTGOMERY COUNTY SH249-MCT-DECKR-02 NORTH	AVI Transaction	(1.40)
09/06/2023 05:55:19 PM CDT	09/06/2023 06:09:27 PM CDT	TX-SHV0816	Benesch Truck	2	HCTRA-281-875-3279-TOMBALL TOLLWAY-TOMBALL-TMB-SH99N-20 NORTH	AVI Transaction	(1.20)
09/06/2023 05:55:19 PM CDT	09/06/2023 06:09:27 PM CDT	TX-SHV0816	Benesch Truck	2	SUPPORT SERVICES, SYSTEM	Toll Credit	0.12
09/06/2023 05:48:49 PM CDT	09/06/2023 09:36:25 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-CHAMPIONS FOREST ML-GDPW-CHFVWB-02 WEST	IOP-1 : AVI Transaction	(1.45)
09/06/2023 05:42:09 PM CDT	09/06/2023 09:36:46 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-MOSSY OAKS ML-GDPW-MSOWB-02 WEST	IOP-1 : AVI Transaction	(1.34)
09/06/2023 05:32:20 PM CDT	09/06/2023 09:43:46 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-NORTH - HARDY ML WB-GDPW-NHRWB-02 WEST	IOP-1 : AVI Transaction	(0.52)
09/06/2023 05:31:05 PM CDT	09/06/2023 09:47:00 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-RILEY FUZZEL ML WB-GDPW-RFZWB-02 WEST	IOP-1 : AVI Transaction	(0.78)
09/06/2023 05:23:38 PM CDT	09/06/2023 09:48:08 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-VALLEY RANCH ML WB-GDPW-VRNWB-02 WEST	IOP-1 : AVI Transaction	(2.10)
09/06/2023 05:20:07 PM CDT	09/06/2023 08:39:43 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-1485W-GDPW-1485W-02 WEST	IOP-1 : AVI Transaction	(1.94)
09/06/2023 05:10:37 PM CDT	09/06/2023 08:33:48 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-GRAND PARKWAY TOLLROAD - SH99-WFTTW-GDPW-WFTTW-01 WEST	IOP-1 : AVI Transaction	(3.36)
09/03/2023 03:29:10 PM CDT	09/03/2023 06:32:29 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-LOOP 1-MERRILLTOWN PLAZA-LP1-MRLTP-13 NORTH	IOP-1 : AVI Transaction	(1.24)
09/03/2023 01:32:25 PM CDT	09/03/2023 04:29:35 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-LOOP 1-MERRILLTOWN PLAZA-LP1-MRLTP-10 NORTH	IOP-1 : AVI Transaction	(1.24)
09/01/2023 08:53:15 PM CDT	09/03/2023 06:44:45 AM CDT	TX-SHV0816	Benesch Truck	2	CTRMA-512-996-9778-290E-GILESMILWB-290E-G ILESMLWB-03 WEST	IOP-1 : AVI Transaction	(1.40)
09/01/2023 08:50:26 PM CDT	09/03/2023 06:45:45 AM CDT	TX-SHV0816	Benesch Truck	2	CTRMA-512-996-9778-290E-PRMRMLWB-290E-P RMRMLWB-02 WEST	IOP-1 : AVI Transaction	(0.66)
08/30/2023 02:14:20 AM CDT	08/30/2023 02:14:20 AM CDT				REBILL TAG STORE	AutoCharge: VISA *-4794	20.00
08/29/2023 05:23:29 PM CDT	08/29/2023 10:49:20 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-SH249 SEG 1B-FM1774 ML ORT-249B-FM1774-41 WEST	IOP-1 : AVI Transaction	(2.47)
08/29/2023 05:16:25 PM CDT	08/29/2023 10:36:16 PM CDT	TX-SHV0816	Benesch Truck	2	TTA-512-936-0903-SH249 SEG 1A-FM1488 ML ORT-249A-FM1488-16 EAST	IOP-1 : AVI Transaction	(1.89)
08/29/2023 05:12:49 PM CDT	08/29/2023 05:28:18 PM CDT	TX-SHV0816	Benesch Truck	2	MCTRA--MONTGOMERY COUNTY-MONTGOMERY COUNTY	AVI Transaction	(1.40)



Invoice: 21464

22289 E. Knox Drive
Porter, TX 77365
281-354-9584 | 281-354-0531 (fax)

PAID

Date 11/22/2023
Terms Net 30
PO Number
Account #

Bill To

KINGWOOD PLACE WEST C.A.
Attn: c/o Crest Management Company-CJ Hood
P.O. Box 219320
Houston, TX 77218-9320

Property Address

KINGWOOD PLACE WEST C.A.
North Park Drive @ Kingwood Place Drive
Kingwood, TX 77339

Date/Time	Description	Total
10/30/2023	Labor - Irrigation Repair: Per CJ: Northpark Entry: NEW SIDEWALK: be proactive and move irrigation/heads out of the way of the new sidewalk. Installed (2) 4" 20' sleeves at I-69 feeder tie in.	1700.00
10/30/2023	Irrigation Supplies	652.22

Subtotal:	2352.22
Sales Tax	0.00
Invoice Total:	\$2,352.22

PAYMENT COUPON

Lake Houston Lawn Care, Inc.
22289 E. Knox Drive
Porter, TX 77365
281-354-9584 | 281-354-0531 (fax)

KINGWOOD PLACE WEST C.A.
North Park Drive @ Kingwood Place Drive
Kingwood, TX 77339

Terms Net 30
Account #
PO Number

Invoice # 21464
Invoice Date 11/22/2023
Invoice Balance \$0.00
Amount Enclosed





UNION PACIFIC RAILROAD COMPANY

LAKE HOUSTON REDEVELOPMENT AUTHORITY
C/O HUNTON ANDREWS KURTH
ATTN: KELLY CASHMAN
600 TRAVIS, SUITE 4200
HOUSTON, TX 77002

DATE ISSUED	2/14/2023
DUE DATE	3/16/2023
BILL NUMBER	90123299
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CUST REFERENCE	
BILL PREPARER	NaN
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # T-1007; ATTN: RALPH DE LEON; PRELIMIN ENGI RELATED SERV, CREAT OF FRCE ACCT
EST AND SITE INSPEC RELATED TO DESIGN AND CONSTR OF GRADE

REFERENCE NO:

AMOUNT: \$918.50

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	2/14/2023
DUE DATE	3/16/2023
BILL NUMBER	90123299
BILL AMOUNT	\$918.50
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90123299
-------------	----------

RECAP OF CHARGES

SUMMARY OF DESCRIPTION:

JOINT FACILITY OR WORK ORDER 52076

		<u>JOB TOTAL AMOUNT</u>	<u>JOB APPORTIONMENT</u>	<u>JOB AMOUNT DUE</u>
JOB NO. 001	JOB 001 PRE	\$918.50	100.00%	\$918.50
			BILL COST	\$918.50
			APPORTIONMENT	100.00%
			AMOUNT DUE (TO COVER PAGE)	\$918.50



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90123299
-------------	----------

WO 52076 JOB NO 001 PERIOD 11-2022

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
11/22	5011416080	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$918.50
		PAYMENT SUB TOTAL		

VOUCHER PAYMENT (ALL) TOTAL \$918.50

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5011416080
Invoice Date: 10/16/2022
Invoice Amt: \$918.50
Service Period: 2022-08-15-2022-10-09

Fiscal YrMo: 202211
Network: 52076
Activity: 001
Dist Amt: \$918.50

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: invoice processing project notes update coordination trace review discussions and coordination calls

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

<i>Ln</i>	<i>Item Nbr</i>	<i>Item Desc</i>	<i>Employee Name</i>	<i>Start Date/Time</i>	<i>End Date/Time</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extn Amount</i>	<i>Markup/Discount</i>
Location # 4.12 Construction Management										
0010	03002386	Labor Professional I				0.50	HR	\$76.000	\$38.00	
		WO 52076 Job 001 506314 \$38.0000								
Location # 4.26 Construction Management										
0020		Labor Public Project Professional II				0.50	HR	\$118.000	\$59.00	
		WO 52076 Job 001 506314 \$59.0000								
Location # 4.27 Construction Management										
0030		Labor Public Project Professional III				1.00	HR	\$133.000	\$133.00	
		WO 52076 Job 001 506314 \$133.0000								
Location # 4.28 Construction Management										
0040		Labor Public Project Professional IV				4.00	HR	\$148.000	\$592.00	
		WO 52076 Job 001 506314 \$592.0000								
Location # 4.31 Construction Management										
0050		Labor Public Project Professional VII				0.50	HR	\$193.000	\$96.50	
		WO 52076 Job 001 506314 \$96.5000								



Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

October 16, 2022
Project No: 00212019.44
Invoice No: 226430

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from August 15, 2022 to October 9, 2022

Professional Personnel

	Hours	Rate	Amount	
Labor Professional I				
Gipson, Angela	.50	76.00	38.00	
Public Project Professional II				
Hendrix, Jeremy	.50	118.00	59.00	
Public Project Professional III				
Rose, Jeri	1.00	133.00	133.00	
Public Project Professional IV				
Jackson, Rooke	4.00	148.00	592.00	
Public Project Professional VII				
Kasper, Brandon	.50	193.00	96.50	
Totals	6.50		918.50	
Total Labor				918.50

Billing Limits	Current	Prior	To-Date	
Total Billings	918.50	26,198.93	27,117.43	
Limit			39,861.00	
Remaining			12,743.57	
		Total this Project		\$918.50
		Total Now Due		\$918.50

Billing Backup

Monday, October 17, 2022

Alfred Benesch & Company

Invoice 226430 Dated 10/16/2022

9:12:09 AM

Professional Personnel

			Hours	Rate	Amount	
Labor Professional I						
02366	Gipson, Angela	8/29/2022	.50	76.00	38.00	
	invoice processing					
Public Project Professional II						
12531	Hendrix, Jeremy	8/31/2022	.50	118.00	59.00	
	voltage confirmation					
Public Project Professional III						
20113	Rose, Jeri	9/23/2022	.50	133.00	66.50	
	Project Database Tracking Notes					
20113	Rose, Jeri	10/9/2022	.50	133.00	66.50	
	Project Database Tracking Notes Update					
Public Project Professional IV						
12532	Jackson, Rooke	8/17/2022	.50	148.00	74.00	
	project coordination, status trace					
12532	Jackson, Rooke	9/7/2022	1.00	148.00	148.00	
	coordination w/ UP signal design					
12532	Jackson, Rooke	9/19/2022	.50	148.00	74.00	
	Benesch PM coordination call					
12532	Jackson, Rooke	9/26/2022	1.00	148.00	148.00	
	project plan review, agency coordination, UP signal design discussions					
12532	Jackson, Rooke	10/3/2022	1.00	148.00	148.00	
	call w/ UP to discuss, prepare timeline for GA					
Public Project Professional VII						
11688	Kasper, Brandon	9/9/2022	.50	193.00	96.50	
	Project Status Review, UPRR Coord Call, Benesch PM Coord					
	Totals		6.50		918.50	
	Total Labor					918.50
				Total this Project		\$918.50
				Total this Report		\$918.50



UNION PACIFIC RAILROAD COMPANY

LAKE HOUSTON REDEVELOPMENT AUTHORITY
C/O HUNTON ANDREWS KURTH
ATTN: KELLY CASHMAN
600 TRAVIS, SUITE 4200
HOUSTON, TX 77002

DATE ISSUED	3/14/2023
DUE DATE	4/13/2023
BILL NUMBER	90124325
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CUST REFERENCE	
BILL PREPARER	440142
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # T-1007; ATTN: RALPH DE LEON; PRELIMIN ENGI RELATED SERV, CREAT OF FRCE ACCT
EST AND SITE INSPEC RELATED TO DESIGN AND CONSTR OF GRADE

REFERENCE NO:

AMOUNT: \$2,033.00

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	3/14/2023
DUE DATE	4/13/2023
BILL NUMBER	90124325
BILL AMOUNT	\$2,033.00
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90124325
--------------------	-----------------

RECAP OF CHARGES

<u>SUMMARY OF DESCRIPTION:</u>		<u>JOB TOTAL AMOUNT</u>	<u>JOB APPORTIONMENT</u>	<u>JOB AMOUNT DUE</u>
<u>JOINT FACILITY OR WORK ORDER 52076</u>				
JOB NO. 001	JOB 001 PRE	\$2,033.00	100.00%	\$2,033.00
			BILL COST	\$2,033.00
			APPORTIONMENT	100.00%
		AMOUNT DUE (TO COVER PAGE)		\$2,033.00



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90124325
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WO 52076 JOB NO 001 PERIOD 01-2023

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/23	5011555762	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$2,033.00
		PAYMENT SUB TOTAL		

VOUCHER PAYMENT (ALL) TOTAL \$2,033.00

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5011555762
Invoice Date: 12/11/2022
Invoice Amt: \$2,033.00
Service Period: 2022-10-10-2022-12-04

Fiscal YrMo: 202301
Network: 52076
Activity: 001
Dist Amt: \$2,033.00

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: invoice processing project updates coordination reviews discussion estimates audit management conference call

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

<i>Ln</i>	<i>Item Nbr</i>	<i>Item Desc</i>	<i>Employee Name</i>	<i>Start Date/Time</i>	<i>End Date/Time</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extn Amount</i>	<i>Markup/Discount</i>
Location # 4.12 Construction Management										
0010	03002386	Labor Professional I				0.50	HR	\$76.000	\$38.00	
		WO 52076 Job 001 506314 \$38.0000								
Location # 4.28 Construction Management										
0020		Labor Public Project Professional IV				7.00	HR	\$148.000	\$1,036.00	
		WO 52076 Job 001 506314 \$1036.0000								
Location # 4.29 Construction Management										
0030		Labor Public Project Professional V				2.00	HR	\$163.000	\$326.00	
		WO 52076 Job 001 506314 \$326.0000								
Location # 4.32 Construction Management										
0040		Labor Public Project Professional VIII				3.00	HR	\$211.000	\$633.00	
		WO 52076 Job 001 506314 \$633.0000								



Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

December 11, 2022
Project No: 00212019.44
Invoice No: 231294

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from October 10, 2022 to December 4, 2022

Professional Personnel

	Hours	Rate	Amount	
Labor Professional I				
Gipson, Angela	.50	76.00	38.00	
Public Project Professional IV				
Jackson, Rooke	7.00	148.00	1,036.00	
Public Project Professional V				
Cordell, Marietta	2.00	163.00	326.00	
Public Project Professional VIII				
McManaman, Clay	3.00	211.00	633.00	
Totals	12.50		2,033.00	
Total Labor				2,033.00

Billing Limits	Current	Prior	To-Date	
Total Billings	2,033.00	27,117.43	29,150.43	
Limit			39,861.00	
Remaining			10,710.57	
		Total this Project		\$2,033.00
		Total Now Due		<u><u>\$2,033.00</u></u>

Billing Backup

Monday, December 12, 2022

Alfred Benesch & Company

Invoice 231294 Dated 12/11/2022

10:17:32 AM

Professional Personnel

			Hours	Rate	Amount	
Labor Professional I						
02366	Gipson, Angela	10/19/2022	.50	76.00	38.00	
	invoice processing					
Public Project Professional IV						
12532	Jackson, Rooke	10/13/2022	.50	148.00	74.00	
	project update w/ UP					
12532	Jackson, Rooke	10/21/2022	.50	148.00	74.00	
	UP coordination, signal design status review					
12532	Jackson, Rooke	10/28/2022	.50	148.00	74.00	
	project discussion w/ signal design					
12532	Jackson, Rooke	11/2/2022	.50	148.00	74.00	
	project coordination w/ Sig Des					
12532	Jackson, Rooke	11/9/2022	.50	148.00	74.00	
	project coordination w/ Sr Mgr					
12532	Jackson, Rooke	11/11/2022	2.00	148.00	296.00	
	prepare estimate request					
12532	Jackson, Rooke	11/12/2022	1.00	148.00	148.00	
	estimate review/prep, estimate to agency					
12532	Jackson, Rooke	11/14/2022	.50	148.00	74.00	
	Benesch PM coordination call					
12532	Jackson, Rooke	11/18/2022	.50	148.00	74.00	
	coordination w/ UP sig des					
12532	Jackson, Rooke	11/21/2022	.50	148.00	74.00	
	project updates, status review, events audit					
Public Project Professional V						
20558	Cordell, Marietta	11/11/2022	1.00	163.00	163.00	
	Project updates and document management.					
20558	Cordell, Marietta	11/12/2022	.50	163.00	81.50	
	Project updates.					
20558	Cordell, Marietta	11/23/2022	.50	163.00	81.50	
	Project updates.					
Public Project Professional VIII						
11689	McManaman, Clay	11/12/2022	3.00	211.00	633.00	
	Project review and coordination. Create surface estimate.					
	Totals		12.50		2,033.00	
	Total Labor					2,033.00
				Total this Project		\$2,033.00
				Total this Report		\$2,033.00



UNION PACIFIC RAILROAD COMPANY

LAKE HOUSTON REDEVELOPMENT AUTHORITY
C/O HUNTON ANDREWS KURTH
ATTN: KELLY CASHMAN
600 TRAVIS, SUITE 4200
HOUSTON, TX 77002

DATE ISSUED	5/10/2023
DUE DATE	6/9/2023
BILL NUMBER	90125569
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CUST REFERENCE	
BILL PREPARER	NaN
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # T-1007; ATTN: RALPH DE LEON; PRELIMIN ENGI RELATED SERV, CREAT OF FRCE ACCT
EST AND SITE INSPEC RELATED TO DESIGN AND CONSTR OF GRADE

REFERENCE NO:

AMOUNT: \$2,173.00

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	5/10/2023
DUE DATE	6/9/2023
BILL NUMBER	90125569
BILL AMOUNT	\$2,173.00
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90125569
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RECAP OF CHARGES

<u>SUMMARY OF DESCRIPTION:</u>		<u>JOB TOTAL AMOUNT</u>	<u>JOB APPORTIONMENT</u>	<u>JOB AMOUNT DUE</u>
<u>JOINT FACILITY OR WORK ORDER 52076</u>				
JOB NO. 001	JOB 001 PRE	\$2,173.00	100.00%	\$2,173.00
			BILL COST	\$2,173.00
			APPORTIONMENT	100.00%
		AMOUNT DUE (TO COVER PAGE)		\$2,173.00



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90125569
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WO 52076 JOB NO 001 PERIOD 03-2023

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/23	5011772199	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$809.00
04/23	5011920188	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$1,364.00
		PAYMENT SUB TOTAL		

VOUCHER PAYMENT (ALL) TOTAL \$2,173.00



Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

January 8, 2023
Project No: 00212019.44
Invoice No: 233761

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from December 5, 2022 to January 1, 2023

Professional Personnel

	Hours	Rate	Amount	
Labor Professional I				
Gipson, Angela	.50	76.00	38.00	
Public Project Professional V				
Cordell, Marietta	.50	163.00	81.50	
Paslay, Clayton	1.50	163.00	244.50	
Public Project Professional VI				
Hix, Jamie	.50	178.00	89.00	
Jackson, Rooke	2.00	178.00	356.00	
Totals	5.00		809.00	
Total Labor				809.00

Billing Limits	Current	Prior	To-Date	
Total Billings	809.00	29,150.43	29,959.43	
Limit			39,861.00	
Remaining			9,901.57	
		Total this Project		\$809.00
		Total Now Due		<u><u>\$809.00</u></u>

Billing Backup

Monday, January 9, 2023

Alfred Benesch & Company

Invoice 233761 Dated 1/8/2023

10:14:52 AM

Professional Personnel

			Hours	Rate	Amount	
	Labor Professional I					
02366	Gipson, Angela	12/13/2022	.50	76.00	38.00	
	invoice processing					
	Public Project Professional V					
20558	Cordell, Marietta	12/8/2022	.50	163.00	81.50	
	Events audit, project update for PPEC					
20147	Paslay, Clayton	12/17/2022	.50	163.00	81.50	
	PM Coordination, project update.					
20147	Paslay, Clayton	12/21/2022	.50	163.00	81.50	
	PM Coordination, project update					
20147	Paslay, Clayton	12/22/2022	.50	163.00	81.50	
	PM Coordination, project update					
	Public Project Professional VI					
20361	Hix, Jamie	12/22/2022	.50	178.00	89.00	
	Project info updates					
12532	Jackson, Rooke	12/8/2022	.50	178.00	89.00	
	coordination w/ UP signal design					
12532	Jackson, Rooke	12/10/2022	.50	178.00	89.00	
	project review, status trace w/ agency					
12532	Jackson, Rooke	12/29/2022	1.00	178.00	178.00	
	update w/ GA, coordination w/ agency					
	Totals		5.00		809.00	
	Total Labor					809.00
				Total this Project		\$809.00
				Total this Report		\$809.00



Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

February 5, 2023
Project No: 00212019.44
Invoice No: 236227

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from January 2, 2023 to January 29, 2023

Professional Personnel

	Hours	Rate	Amount	
Public Project Professional III				
Rose, Jeri	.50	133.00	66.50	
Simmons, Vonda	.50	133.00	66.50	
Public Project Professional V				
Williams, BreAnna	1.00	163.00	163.00	
Public Project Professional VI				
Jackson, Rooke	2.50	178.00	445.00	
Kiewel, Karina	3.00	178.00	534.00	
Shepard, Nikolas	.50	178.00	89.00	
Totals	8.00		1,364.00	
Total Labor				1,364.00

Billing Limits	Current	Prior	To-Date	
Total Billings	1,364.00	29,959.43	31,323.43	
Limit			39,861.00	
Remaining			8,537.57	
		Total this Project		\$1,364.00
		Total Now Due		<u><u>\$1,364.00</u></u>

Billing Backup

Monday, February 6, 2023

Alfred Benesch & Company

Invoice 236227 Dated 2/5/2023

9:21:56 AM

Professional Personnel

			Hours	Rate	Amount	
Public Project Professional III						
20113	Rose, Jeri	1/23/2023	.50	133.00	66.50	
	Project Database Coordination; Review/Research/Update Progression of Events, Project Number, and Tracking Notes					
11951	Simmons, Vonda	1/27/2023	.50	133.00	66.50	
	INQ 6017 GS Review Initial Inquiry; Research and Update Location Information; Review Document Provided and Existing Project to Determine Further Handling					
Public Project Professional V						
20597	Williams, BreAnna	1/23/2023	1.00	163.00	163.00	
	Built new project					
Public Project Professional VI						
12532	Jackson, Rooke	1/16/2023	.50	178.00	89.00	
	Benesch PM coordination call					
12532	Jackson, Rooke	1/20/2023	1.00	178.00	178.00	
	status trace on plan revisions, RE coordination, prep for agreements					
12532	Jackson, Rooke	1/25/2023	.50	178.00	89.00	
	project coordination and updates					
12532	Jackson, Rooke	1/27/2023	.50	178.00	89.00	
	project review w/ CM team					
20206	Kiewel, Karina	1/17/2023	2.00	178.00	356.00	
	Review Documents, internal communication					
20206	Kiewel, Karina	1/19/2023	.50	178.00	89.00	
	Internal communication					
20206	Kiewel, Karina	1/20/2023	.50	178.00	89.00	
	Internal communication					
12924	Shepard, Nikolas	1/23/2023	.50	178.00	89.00	
	Internal Project discussion					
	Totals		8.00		1,364.00	
	Total Labor					1,364.00
				Total this Project		\$1,364.00
				Total this Report		\$1,364.00

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5011772199
Invoice Date: 1/8/2023
Invoice Amt: \$809.00
Service Period: 2022-12-05-2023-01-01

Fiscal YrMo: 202303
Network: 52076
Activity: 001
Dist Amt: \$809.00

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: invoice processing project audit updates coordination review and trace

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

<i>Ln</i>	<i>Item Nbr</i>	<i>Item Desc</i>	<i>Employee Name</i>	<i>Start Date/Time</i>	<i>End Date/Time</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extn Amount</i>	<i>Markup/Discount</i>
Location # 4.12 Construction Management										
0010	03002386	Labor Professional I				0.50	HR	\$76.000	\$38.00	
		WO 52076 Job 001 506314 \$38.0000								
Location # 4.29 Construction Management										
0020		Labor Public Project Professional V				2.00	HR	\$163.000	\$326.00	
		WO 52076 Job 001 506314 \$326.0000								
Location # 4.30 Construction Management										
0030		Labor Public Project Professional VI				2.50	HR	\$178.000	\$445.00	
		WO 52076 Job 001 506314 \$445.0000								

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5011920188
Invoice Date: 2/5/2023
Invoice Amt: \$1,364.00
Service Period: 2023-01-02-2023-01-29

Fiscal YrMo: 202304
Network: 52076
Activity: 001
Dist Amt: \$1,364.00

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: project coordination reviews research updates progression tracking notes conference call trace correspondence and discussion

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

<i>Ln</i>	<i>Item Nbr</i>	<i>Item Desc</i>	<i>Employee Name</i>	<i>Start Date/Time</i>	<i>End Date/Time</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extn Amount</i>	<i>Markup/Discount</i>
Location # 4.27 Construction Management										
0010		Labor Public Project Professional III				1.00	HR	\$133.000	\$133.00	
		WO 52076 Job 001 506314 \$133.0000								
Location # 4.29 Construction Management										
0020		Labor Public Project Professional V				1.00	HR	\$163.000	\$163.00	
		WO 52076 Job 001 506314 \$163.0000								
Location # 4.30 Construction Management										
0030		Labor Public Project Professional VI				6.00	HR	\$178.000	\$1,068.00	
		WO 52076 Job 001 506314 \$1068.0000								



UNION PACIFIC RAILROAD COMPANY

LAKE HOUSTON REDEVELOPMENT AUTHORITY
C/O HUNTON ANDREWS KURTH
ATTN: KELLY CASHMAN
600 TRAVIS, SUITE 4200
HOUSTON, TX 77002

DATE ISSUED	10/13/2023
DUE DATE	11/12/2023
BILL NUMBER	90129847
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CUST REFERENCE	
BILL PREPARER	NaN
CLS: 13-ALL OTHER	

PAYMENTS TO: UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

CORRESPONDENCE TO: EMAIL - MARSCUSTOMERS@UP.COM
UNION PACIFIC RAILROAD TAX ID NUMBER - 94-6001323

DESCRIPTION

PROJ # T-1007; ATTN: RALPH DE LEON; PRELIMIN ENGI RELATED SERV, CREAT OF FRCE ACCT
EST AND SITE INSPEC RELATED TO DESIGN AND CONSTR OF GRADE

REFERENCE NO:

AMOUNT: \$4,976.75

PLEASE DETACH AT THIS LINE AND RETURN THIS PORTION WITH CHECK PAYABLE TO:

UNION PACIFIC RAILROAD COMPANY
12567 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

DATE ISSUED	10/13/2023
DUE DATE	11/12/2023
BILL NUMBER	90129847
BILL AMOUNT	\$4,976.75
CONTRACT NUMBER	WO52076
CUSTOMER NUMBER	53998
CLS: 13-ALL OTHER	

COMPLETE THIS PORTION FOR CHANGE OF NAME/ADDRESS:

NAME		
STREET		
CITY	STATE	ZIP



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90129847
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RECAP OF CHARGES

<u>SUMMARY OF DESCRIPTION:</u>		<u>JOB TOTAL AMOUNT</u>	<u>JOB APPORTIONMENT</u>	<u>JOB AMOUNT DUE</u>
<u>JOINT FACILITY OR WORK ORDER 52076</u>				
JOB NO. 001	JOB 001 PRE	\$4,976.75	100.00%	\$4,976.75
			BILL COST	\$4,976.75
			APPORTIONMENT	100.00%
			AMOUNT DUE (TO COVER PAGE)	\$4,976.75



UNION PACIFIC RAILROAD COMPANY

BILL NUMBER	90129847
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WO 52076 JOB NO 001 PERIOD 09-2023

VOUCHER PAYMENT (ALL)

<u>DATE</u>	<u>VOUCHER</u>	<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/23	5012378494	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$1,660.00
09/23	5012405426	ALFRED BENESCH & COMPANY	GOODS RECEIPT	\$3,316.75
		PAYMENT SUB TOTAL		

VOUCHER PAYMENT (ALL) TOTAL \$4,976.75

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5012378494
Invoice Date: 6/23/2023
Invoice Amt: \$1,660.00
Service Period: 2023-04-24-2023-06-18

Fiscal YrMo: 202309
Network: 52076
Activity: 001
Dist Amt: \$1,660.00

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: project supplement reviews coordination updates conference call correspondence

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

<i>Ln</i>	<i>Item Nbr</i>	<i>Item Desc</i>	<i>Employee Name</i>	<i>Start Date/Time</i>	<i>End Date/Time</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extn Amount</i>	<i>Markup/Discount</i>
Location # 4.25 Construction Management										
0010		Labor Public Project Professional I				0.50	HR	\$103.000	\$51.50	
		WO 52076 Job 001 506314 \$51.5000								
Location # 4.27 Construction Management										
0020		Labor Public Project Professional III				1.00	HR	\$133.000	\$133.00	
		WO 52076 Job 001 506314 \$133.0000								
Location # 4.29 Construction Management										
0030		Labor Public Project Professional V				3.50	HR	\$163.000	\$570.50	
		WO 52076 Job 001 506314 \$570.5000								
Location # 4.30 Construction Management										
0040		Labor Public Project Professional VI				4.00	HR	\$178.000	\$712.00	
		WO 52076 Job 001 506314 \$712.0000								
Location # 4.31 Construction Management										
0050		Labor Public Project Professional VII				1.00	HR	\$193.000	\$193.00	
		WO 52076 Job 001 506314 \$193.0000								

Vendor:

ALFRED BENESCH COMPANY
 35 WEST WACKER DRIVE STE 3300
 CHICAGO, IL 60601
 1000006544

Voucher Nbr: 5012405426
Invoice Date: 8/18/2023
Invoice Amt: \$3,316.75
Service Period: 2023-06-19-2023-08-13

Fiscal YrMo: 202309
Network: 52076
Activity: 001
Dist Amt: \$3,316.75

Subdivision: LUFKIN SUB **Mileposts:** .000-.000 **Gang Nbr:**

Comment: invoice processing project updates support reviews coordination meeting conference calls correspondence travel site visit

Releaser Name: LEWIS **Verifier Name:** LEWIS

PO Nbr: 4300087328

Service Desc: On-Call Design Services-System-Wide - Master Agreement providing on call engineering services for the Union Pacific Railroad at or near various locations - 755879Y Grade Separation New Overpass CAN 52076 NorthPark Drive Porter TX OLD PO 4300056759

Location Desc: SOUTHERN Region - HOUSTON SU - LUFKIN SUB -

Ln	Item Nbr	Item Desc	Employee Name	Start Date/Time	End Date/Time	Qty	Unit	Unit Price	Extn Amount	Markup/Discount
Location # 4.24 Construction Management										
0010		Labor Public Project Inspector II				7.00	HR	\$140.000	\$980.00	
		WO 52076 Job 001 506314 \$980.0000								
Location # 4.25 Construction Management										
0020		Labor Public Project Professional I				1.00	HR	\$103.000	\$103.00	
		WO 52076 Job 001 506314 \$103.0000								
Location # 4.28 Construction Management										
0030		Labor Public Project Professional IV				0.50	HR	\$148.000	\$74.00	
		WO 52076 Job 001 506314 \$74.0000								
Location # 4.29 Construction Management										
0040		Labor Public Project Professional V				6.50	HR	\$163.000	\$1,059.50	
		WO 52076 Job 001 506314 \$1059.5000								
Location # 4.30 Construction Management										
0050		Labor Public Project Professional VI				3.00	HR	\$178.000	\$534.00	
		WO 52076 Job 001 506314 \$534.0000								
Location # 4.31 Construction Management										
0060		Labor Public Project Professional VII				1.00	HR	\$193.000	\$193.00	
		WO 52076 Job 001 506314 \$193.0000								
Location # 4.36 Construction Management										
0070	03001565	Reimb Exp Misc - No Markup				373.25	\$ US Dollar	\$1.000	\$373.25	
		WO 52076 Job 001 506314 \$373.2500								



Value Focused. Community Minded. Quality Driven.

Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

June 23, 2023
Project No: 00212019.44
Invoice No: 249568

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from April 24, 2023 to June 18, 2023

Professional Personnel

	Hours	Rate	Amount	
Public Project Professional I Ebaugh, Brittany	.50	103.00	51.50	
Public Project Professional III Rose, Jeri	1.00	133.00	133.00	
Public Project Professional V Campbell, Alex	1.50	163.00	244.50	
Smith, James	2.00	163.00	326.00	
Public Project Professional VI Jackson, Rooke	3.00	178.00	534.00	
Kiewel, Karina	1.00	178.00	178.00	
Public Project Professional VII Kasper, Brandon	1.00	193.00	193.00	
Totals	10.00		1,660.00	
Total Labor				1,660.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,660.00	37,416.43	39,076.43
Limit			49,861.00
Remaining			10,784.57

Total this Project \$1,660.00

Total Now Due \$1,660.00

Billing Backup

Friday, June 23, 2023

Alfred Benesch & Company

Invoice 249568 Dated 6/23/2023

8:52:10 AM

Professional Personnel

			Hours	Rate	Amount	
	Public Project Professional I					
11190	Ebaugh, Brittany project supplement	5/2/2023	.50	103.00	51.50	
	Public Project Professional III					
20113	Rose, Jeri Project Review/Coordination with PPEC - Update Progression of Events	6/5/2023	.50	133.00	66.50	
20113	Rose, Jeri Project Review/Coordination with PPEC - Update Progression of Events	6/6/2023	.50	133.00	66.50	
	Public Project Professional V					
20409	Campbell, Alex Manage data/files; prepare/distribute closure agreement for signature; prepare/distribute VPE for signature	4/26/2023	1.00	163.00	163.00	
20409	Campbell, Alex Agreement coordination with PM & UP-RE	4/27/2023	.50	163.00	81.50	
20590	Smith, James Project Updates	5/31/2023	.50	163.00	81.50	
20590	Smith, James Project Updates, Document Management, Coordination with UP	6/5/2023	1.00	163.00	163.00	
20590	Smith, James PM Coordination Call	6/12/2023	.50	163.00	81.50	
	Public Project Professional VI					
12532	Jackson, Rooke project coordination	5/15/2023	.50	178.00	89.00	
12532	Jackson, Rooke project coordination	5/25/2023	.50	178.00	89.00	
12532	Jackson, Rooke project review w/ PM	6/8/2023	1.00	178.00	178.00	
12532	Jackson, Rooke project review w/ PM	6/9/2023	.50	178.00	89.00	
12532	Jackson, Rooke project updates with UP	6/14/2023	.50	178.00	89.00	
20206	Kiewel, Karina internal communication	4/27/2023	.50	178.00	89.00	
20206	Kiewel, Karina internal communication	6/8/2023	.50	178.00	89.00	
	Public Project Professional VII					
11688	Kasper, Brandon Agency Corresp, Respond to request for Update. Project Review	6/3/2023	1.00	193.00	193.00	
	Totals		10.00		1,660.00	
	Total Labor					1,660.00
				Total this Project		\$1,660.00
				Total this Report		\$1,660.00



Value Focused. Community Minded. Quality Driven.

Erik Lewis
Union Pacific Railroad (UPRR)
1400 Douglas Street, MS-0910
Omaha, NE 68179-0910

August 18, 2023
Project No: 00212019.44
Invoice No: 255128

DOT 755879Y - Northpark Drive; MP 22.13, Porter, TX, Lufkin Subdivision
PO #: 4300087328 (formerly 4300056759)
CAN: 52076

Professional Services from June 19, 2023 to August 13, 2023

Professional Personnel

	Hours	Rate	Amount	
Public Project Inspector II Smith, Shann	7.00	140.00	980.00	
Public Project Professional I Appling, Christian	.50	103.00	51.50	
Gipson, Angela	.50	103.00	51.50	
Public Project Professional IV Blasingame, Lane	.50	148.00	74.00	
Public Project Professional V OBagy, Marianne	.50	163.00	81.50	
Smith, James	6.00	163.00	978.00	
Public Project Professional VI Jackson, Rooke	1.50	178.00	267.00	
Kiewel, Karina	1.50	178.00	267.00	
Public Project Professional VII Taylor, Jason	1.00	193.00	193.00	
Totals	19.00		2,943.50	
Total Labor				2,943.50

Reimbursable Expenses

Meals				
8/10/2023	Smith, Shann	meals for site visits breakfast	14.09	
Lodging				
8/9/2023	Smith, Shann	hotels for SV split 360.36 x 7 projects	51.48	
Tolls				
8/12/2023	Smith, Shann	tolls for SV 17.17 split x 7 projects	2.45	
Total Reimbursables			68.02	68.02

Unit Billing

2020 Chevy Silverado-KDQ445 23KC58				
8/9/2023	travel from texas city to porter tx projec travel from houston tx to dallas tx	466.0 Miles @ 0.655	305.23	
Total Units			305.23	305.23

Project	00212019.44	UPRR 755879Y - Northpark Dr, Porter, TX	Invoice	255128
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Billing Limits	Current	Prior	To-Date	
Total Billings	3,316.75	39,076.43	42,393.18	
Limit			49,861.00	
Remaining			7,467.82	
		Total this Project		\$3,316.75
		Total Now Due		<u><u>\$3,316.75</u></u>

Billing Backup

Friday, August 18, 2023

Alfred Benesch & Company

Invoice 255128 Dated 8/18/2023

9:27:06 AM

Professional Personnel

			Hours	Rate	Amount
Public Project Inspector II					
20633	Smith, Shann	8/9/2023	7.00	140.00	980.00
	travel, conduct pre-activity site visits, update project, travel following site visits				
Public Project Professional I					
20574	Appling, Christian	8/6/2023	.50	103.00	51.50
	Project File Support				
02366	Gipson, Angela	6/27/2023	.50	103.00	51.50
	invoice processing				
Public Project Professional IV					
20345	Blasingame, Lane	8/5/2023	.50	148.00	74.00
	Review projects and assign site visits				
Public Project Professional V					
20537	OBagy, Marianne	8/1/2023	.50	163.00	81.50
	Construction Coord. (Const. Requirement)				
20590	Smith, James	6/19/2023	.50	163.00	81.50
	PM/UP Coordination Call, Project Updates				
20590	Smith, James	6/30/2023	.50	163.00	81.50
	Coordination with UP on Surface Project				
20590	Smith, James	7/10/2023	.50	163.00	81.50
	Coordination Meeting with UP				
20590	Smith, James	7/19/2023	.50	163.00	81.50
	Coordination with construction team				
20590	Smith, James	8/2/2023	1.50	163.00	244.50
	Project Updates/Document Management				
20590	Smith, James	8/4/2023	.50	163.00	81.50
	Project Reivew with UP				
20590	Smith, James	8/7/2023	.50	163.00	81.50
	Coordination with Agency & UP on Agreement				
20590	Smith, James	8/8/2023	.50	163.00	81.50
	Coordination with UP				
20590	Smith, James	8/11/2023	1.00	163.00	163.00
	Coordination with UP Real Estate				
Public Project Professional VI					
12532	Jackson, Rooke	6/19/2023	.50	178.00	89.00
	Benesch PM coordination call				
12532	Jackson, Rooke	7/10/2023	.50	178.00	89.00
	updates w/ UP				
12532	Jackson, Rooke	8/7/2023	.50	178.00	89.00
	project coordination call w/ PM				
20206	Kiewel, Karina	8/4/2023	1.00	178.00	178.00
	revise agreement, agency communication				
20206	Kiewel, Karina	8/7/2023	.50	178.00	89.00
	internal communication				

Project	00212019.44	UPRR 755879Y - Northpark Dr, Porter, TX			Invoice	255128
Public Project Professional VII						
11912	Taylor, Jason	7/18/2023	.50	193.00	96.50	
	Project coordination					
11912	Taylor, Jason	8/12/2023	.50	193.00	96.50	
	Review site visit report and update project.					
	Totals		19.00		2,943.50	
	Total Labor					2,943.50
Reimbursable Expenses						
Meals						
EX 0074909	8/10/2023	☐ Smith, Shann / meals for site visits breakfast			14.09	
Lodging						
EX 0074909	8/9/2023	☐ Smith, Shann / hotels for SV split 360.36 x 7 projects			51.48	
Tolls						
EX 0074909	8/12/2023	☐ Smith, Shann / tolls for SV 17.17 split x 7 projects			2.45	
	Total Reimbursables				68.02	68.02
Unit Billing						
2020 Chevy Silverado-KDQ445 23KC58						
8/9/2023	travel from texas city to porter tx projec travel from houston tx to dallas tx		466.0 Miles @ 0.655		305.23	
	Total Units				305.23	305.23
				Total this Project		\$3,316.75
				Total this Report		\$3,316.75

BUC-EE'S
1402 South IH-45

Ennis

WATERMELON CUP
MXED BRRY PARTAIT SM
CHOC WHL BDN PT
RED BULL CN 8.40Z

\$4.98
\$3.99
\$1.88
\$2.69
\$13.54
\$0.55
\$14.09
\$0.00
\$14.09
\$0.00

Sub Total
Tax
Total
Savings
American Express:
Change

(979)-238-6390
POS: 53 Cashier: Deborah,
8/10/2023 09:22:47 TRAN:94673



Residence Inn® Houston Medical Center/ NRG Park
7807 Kirby Drive, Houston, TX 77030 P 713.660.7993
Marriott.com/HOURW

S. Smith		Room: 1301		
		Room Type: STKT		
		Number of Guests: 1		Clerk:
		Rate: \$154.00		
Arrive: 08Aug23	Time: 06:14PM	Depart: 10Aug23	Time: 11:00AM	Folio Number: 81324

DATE	DESCRIPTION	CHARGES	CREDITS
08Aug23	Room Charge	154.00	
08Aug23	City Tax	10.78	
08Aug23	State Occupancy Tax	9.24	
08Aug23	County Tax	6.16	
09Aug23	Room Charge	154.00	
09Aug23	City Tax	10.78	
09Aug23	State Occupancy Tax	9.24	
09Aug23	County Tax	6.16	
10Aug23	American Express		360.36

Card #: AXXXXXXXXXXXXX1004/XXXX
Amount: 360.36 Auth: 863537
This card was electronically swiped on 08Aug23

BALANCE:	0.00
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Marriott Bonvoy Account # XXXXX7058. Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

See our "Privacy & Cookie Statement" on Marriott.com.

**360.36 split between 7 projects
= 51.48 each**

Operated under license from Marriott International, Inc. or one of its affiliates.

To plan your next stay, visit ResidenceInn.com.



Transaction History



17.31 split between 7 projects =

2.47 each

Transaction Date	Type	Amount
------------------	------	--------

08/10/2023 14:06	TOLL	-\$ 1.81 >
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08/10/2023 13:59	TOLL	-\$ 1.21 >
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08/10/2023 13:41	TOLL	-\$ 1.30 >
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08/06/2023 20:59	TOLL	-\$ 1.46 >
---------------------	------	------------

08/06/2023 20:53	TOLL	-\$ 2.11 >
---------------------	------	------------

08/06/2023 19:21	PAYMENT	\$ 40.00 >
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08/06/2023 19:19	TOLL	-\$ 2.11 >
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08/06/2023 19:13	TOLL	-\$ 1.46 >
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Home

Transacti...

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TollTa...



Transaction History



**Transaction
Date**

Type

Amount

**08/12/2023
20:54**

TOLL

-\$ 2.50 >

**08/12/2023
20:45**

TOLL

-\$ 1.81 >

**08/12/2023
20:40**

PAYMENT

\$ 54.00 >

**08/12/2023
20:39**

TOLL

-\$ 0.70 >

**08/12/2023
20:31**

PARKING

-\$ 54.00 >

**08/10/2023
14:12**

TOLL

-\$ 0.70 >

SINGLE SHEET OF PLAIN
COLORED PAPER

Owner: Lake Houston Redevelopment Authority
 Northpark Drive Overpass Project (T-1013)
 COH WBS No.: N-T10000-001-3


Contractor: Harper Brothers Construction, LLC
 654 N Sam Houston Pkwy E.
 Suite 330
 Houston, TX 77060

Project Name: Northpark Drive Overpass Project (T-1013)
Project No: COH WBS No.: N-T10000-001-3
Contract Date: 7/10/2023

		Pay Estimate No.	7		
		Estimate Period:	1/11/2024	to	2/10/2024
Original Contract Amount:	\$56,940,726.68	Original Contract Time:	937		
Change Orders:	\$0.00	Approved Time Extensions:	0		
Current Contract Amount:	\$56,940,726.68	Approved Change Order Days:	0		
Amount Placed to Date:	\$6,837,300.85	Revised Contract Time:	937		
Material on Hand:	\$413,871.22	Cut off Date :	2/10/2024		
Approved Stored Material		Time Charged To Date:	215		
Total Earnings to Date	\$7,251,172.07	Notice To Proceed:	7/10/2023		
Less Retainage 5%	\$362,558.60	Original Completion Date:	2/1/2026		
Less Additional Deduction (Materials Testing Lab Cancellation)	\$0.00	Revised Completion Date:	2/1/2026		
Total Payment Due	\$6,888,613.47	Percent Time Used:	22.95%		
Less Previous Payment	\$6,207,683.15	Project Percent Complete:	12.01%		
Current Payment Due:	\$680,930.32				

Recommended for Approval:

Harper Brother Construction



 Greg Garrison, PE
 Senior Project Manager

02/16/2024

HNTB Corporation



 Steve Peik, PE
 Senior Construction Manager

02/16/2024

Lake Houston Redevelopment Authority



 Ralph DeLeon

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
GENERAL PROJECT ITEMS														\$0.00		
GEN.01	COH 01502	MOBILIZATION	LS	1	\$2,700,000.00	\$2,700,000.00	1.00	0.00	1.00	\$0.00	\$2,700,000.00	100.00%	\$2,700,000.00	\$0.00	\$0.00	\$135,000.00
GEN.02	COH 01554	INSTALLATION OR REPLACEMENT OF PERMANENT SIGNS (SIGNS, POLES, ANCHORS, AND HARDWARE PROVIDED BY CITY)	EA	504	\$265.00	\$133,560.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$133,560.00	\$0.00
GEN.03	COH 01570	SANDBAG BARRIER	LF	85	\$45.00	\$3,825.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,825.00	\$0.00
GEN.04	COH 01570	INLET PROTECTION BARRIER	LF	10270	\$2.00	\$20,540.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$20,540.00	\$0.00
GEN.05	COH 01570	FILTER FABRIC BARRIER	LF	6000	\$7.00	\$42,000.00	63.00	0.00	63.00	\$0.00	\$441.00	1.05%	\$441.00	\$0.00	\$41,559.00	\$22.05
GEN.06	COH 01575	STABILIZED CONSTRUCTION EXIT	SY	1000	\$60.00	\$60,000.00	101.11	0.00	101.11	\$0.00	\$6,066.60	10.11%	\$6,066.60	\$0.00	\$53,933.40	\$303.33
GEN.07	COH 02233	CLEARING AND GRUBBING	AC	40	\$15,000.00	\$600,000.00	6.18	1.54	7.72	\$23,100.00	\$115,800.00	19.30%	\$92,700.00	\$23,100.00	\$484,200.00	\$5,790.00
GEN.08	COH 02531	TELEVISION INSPECTION OF EXISTING GRAVITY SANITARY SEWER	LF	6041	\$3.00	\$18,123.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$18,123.00	\$0.00
GEN.09	TxDOT 402	TRENCH EXCAVATION PROTECTION (TEMP DRAINAGE RELATED)	LF	611	\$1.00	\$611.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$611.00	\$0.00
GEN.10	TxDOT 502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	31	\$60,000.00	\$1,860,000.00	6.00	1.00	7.00	\$60,000.00	\$420,000.00	22.58%	\$360,000.00	\$60,000.00	\$1,440,000.00	\$21,000.00
GEN.11	TxDOT 502	LAW ENFORCEMENT PERSONNEL	LS	1	\$225,000.00	\$225,000.00	0.18	0.03	0.21	\$6,750.00	\$47,250.00	21.00%	\$40,500.00	\$6,750.00	\$177,750.00	\$2,362.50
GEN.12	TxDOT 506	CONSTRUCTION PERIMETER FENCE	LF	16000	\$5.00	\$80,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$80,000.00	\$0.00
GEN.13	TxDOT 508	CONSTRUCTING DETOURS	SY	16581	\$100.00	\$1,658,100.00	70.00	0.00	70.00	\$0.00	\$7,000.00	0.42%	\$7,000.00	\$0.00	\$1,651,100.00	\$350.00
GEN.14	TxDOT 512	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	5700	\$33.48	\$190,836.00	80.00	0.00	80.00	\$0.00	\$2,678.40	1.40%	\$2,678.40	\$0.00	\$188,157.60	\$133.92
GEN.15	TxDOT 512	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	200	\$53.11	\$10,622.00	80.00	0.00	80.00	\$0.00	\$4,248.80	40.00%	\$4,248.80	\$0.00	\$6,373.20	\$212.44
GEN.16	TxDOT 512	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	22960	\$6.07	\$139,367.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$139,367.20	\$0.00
GEN.17	TxDOT 512	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	780	\$9.19	\$7,168.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,168.20	\$0.00
GEN.18	TxDOT 512	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	5700	\$7.00	\$39,900.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$39,900.00	\$0.00
GEN.19	TxDOT 512	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	200	\$7.00	\$1,400.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,400.00	\$0.00
GEN.20	TxDOT 662	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	310	\$4.00	\$1,240.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,240.00	\$0.00
GEN.21	TxDOT 662	WK ZN PAV MRK REMOV (REFL) TY II-C-R	EA	74	\$4.00	\$296.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$296.00	\$0.00
GEN.22	TxDOT 662	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	42526	\$0.80	\$34,020.80	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$34,020.80	\$0.00
GEN.23	TxDOT 662	WK ZN PAV MRK REMOV (W)4"(BRK)	LF	7540	\$1.60	\$12,064.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$12,064.00	\$0.00
GEN.24	TxDOT 662	WK ZN PAV MRK REMOV (W)4"(DOT)	LF	96	\$2.00	\$192.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$192.00	\$0.00
GEN.25	TxDOT 662	WK ZN PAV MRK REMOV (W)8"(SLD)	LF	4181	\$1.60	\$6,689.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,689.60	\$0.00
GEN.26	TxDOT 662	WK ZN PAV MRK REMOV (W)12"(SLD)	LF	360	\$2.40	\$864.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$864.00	\$0.00
GEN.27	TxDOT 662	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	1018	\$4.00	\$4,072.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,072.00	\$0.00
GEN.28	TxDOT 662	WK ZN PAV MRK REMOV (W)(ARROW)	EA	23	\$90.00	\$2,070.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,070.00	\$0.00
GEN.29	TxDOT 662	WK ZN PAV MRK REMOV (W)(DBL ARROW)	EA	4	\$180.00	\$720.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$720.00	\$0.00
GEN.30	TxDOT 662	WK ZN PAV MRK REMOV (W)(RR XING)	EA	10	\$250.00	\$2,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,500.00	\$0.00
GEN.31	TxDOT 662	WK ZN PAV MRK REMOV (W)(UTURN ARROW)	EA	6	\$160.00	\$960.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$960.00	\$0.00
GEN.32	TxDOT 662	WK ZN PAV MRK REMOV (W)(WORD)	EA	18	\$95.00	\$1,710.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,710.00	\$0.00
GEN.33	TxDOT 662	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	41792	\$0.80	\$33,433.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$33,433.60	\$0.00
GEN.34	TxDOT 662	WK ZN PAV MRK REMOV (Y)12"(SLD)	LF	728	\$2.40	\$1,747.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,747.20	\$0.00
GEN.35	TxDOT 677	ELIM EXT PAV MRK & MRKS (4")	LF	11869	\$0.35	\$4,154.15	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,154.15	\$0.00
GEN.36	TxDOT 677	ELIM EXT PAV MRK & MRKS (6")	LF	763	\$0.55	\$419.65	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$419.65	\$0.00
GEN.37	TxDOT 677	ELIM EXT PAV MRK & MRKS (8")	LF	2891	\$0.75	\$2,168.25	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,168.25	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
GEN.38	TxDOT 677	ELIM EXT PAV MRK & MRKS (12")	LF	1130	\$1.10	\$1,243.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,243.00	\$0.00
GEN.39	TxDOT 677	ELIM EXT PAV MRK & MRKS (24")	LF	1002	\$2.20	\$2,204.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,204.40	\$0.00
GEN.40	TxDOT 677	ELIM EXT PAV MRK & MRKS (ARROW)	EA	16	\$40.00	\$640.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$640.00	\$0.00
GEN.41	TxDOT 677	ELIM EXT PAV MRK & MRKS (WORD)	EA	16	\$40.00	\$640.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$640.00	\$0.00
GEN.42	TxDOT 677	ELIM EXT PAV MRK & MRKS (RR XING)	EA	4	\$80.00	\$320.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$320.00	\$0.00
STREET AND BRIDGE ITEMS							0.00							\$0.00		
SB.01	COH 02221	REMOVE AND DISPOSE OF REINFORCED CONCRETE PAVEMENT, WITH OR WITHOUT ASPHALT SURFACE	SY	25813	\$8.59	\$221,733.67	70.00	0.00	70.00	\$0.00	\$601.30	0.27%	\$601.30	\$0.00	\$221,132.37	\$30.07
SB.02	COH 02221	REMOVE AND DISPOSE OF EXISTING MISCELLANEOUS CONCRETE OR MASONRY STRUCTURES	CY	614	\$38.16	\$23,430.24	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$23,430.24	\$0.00
SB.03	COH 02221	REMOVE AND DISPOSE OF CONCRETE SIDEWALK AND DRIVEWAYS (ALL THICKNESS)	SY	9555	\$5.89	\$56,278.95	109.00	0.00	109.00	\$0.00	\$642.01	1.14%	\$642.01	\$0.00	\$55,636.94	\$32.10
SB.04	COH 02221	REMOVING AND DISPOSING OF CEMENT STABILIZED SHELL BASE COURSE, WITH OR WITHOUT ASPHALTIC SURFACING	SY	23946	\$6.01	\$143,915.46	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$143,915.46	\$0.00
SB.05	COH 02762	BLAST CLEANING OF PAVEMENT MARKINGS (4-INCH LINES)	LF	89995	\$0.35	\$31,498.25	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$31,498.25	\$0.00
SB.06	COH 02762	BLAST CLEANING OF PAVEMENT MARKINGS (6-INCH LINES)	LF	7006	\$0.75	\$5,254.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,254.50	\$0.00
SB.07	COH 02762	BLAST CLEANING OF PAVEMENT MARKINGS (12-INCH LINES)	LF	2209	\$1.10	\$2,429.90	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,429.90	\$0.00
SB.08	COH 02762	BLAST CLEANING OF PAVEMENT MARKINGS (24-INCH LINES)	LF	1136	\$2.20	\$2,499.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,499.20	\$0.00
SB.09	COH 02762	BLAST CLEANING OF PAVEMENT (SYMBOLS AND LEGENDS)	SF	640	\$2.20	\$1,408.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,408.00	\$0.00
SB.10	COH 02764	RAISED REFLECTIVE PAVEMENT MARKER, SINGLE-SIDED (TY I-C)	EA	257	\$5.00	\$1,285.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,285.00	\$0.00
SB.11	COH 02764	RAISED REFLECTIVE PAVEMENT MARKER, DOUBLE-SIDED (TY II-A)	EA	686	\$5.00	\$3,430.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,430.00	\$0.00
SB.12	COH 02764	RAISED REFLECTIVE PAVEMENT MARKER, DOUBLE-SIDED (TY II-C)	EA	918	\$5.00	\$4,590.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,590.00	\$0.00
SB.13	COH 02765	THERMOPLASTIC FOR RAILROAD CROSSING MARKINGS, TO INCLUDE STOP LINE AND TWO TRANSVERSE LINES	EA	6	\$520.00	\$3,120.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,120.00	\$0.00
SB.14	COH 02767	THERMOPLASTIC PAVEMENT MARKING (4-INCH-WIDE) WHITE (BRK)	LF	36721	\$0.65	\$23,868.65	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$23,868.65	\$0.00
SB.15	COH 02767	THERMOPLASTIC PAVEMENT MARKING (4-INCH-WIDE) WHITE (SLD)	LF	29832	\$0.55	\$16,407.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$16,407.60	\$0.00
SB.16	COH 02767	THERMOPLASTIC PAVEMENT MARKING (6-INCH-WIDE) WHITE (DOT)	LF	670	\$0.85	\$569.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$569.50	\$0.00
SB.17	COH 02767	THERMOPLASTIC PAVEMENT MARKING (6-INCH-WIDE) WHITE (SLD)	LF	5132	\$0.85	\$4,362.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,362.20	\$0.00
SB.18	COH 02767	THERMOPLASTIC PAVEMENT MARKING (12-INCH-WIDE) WHITE (SLD)	LF	2209	\$3.00	\$6,627.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,627.00	\$0.00
SB.19	COH 02767	THERMOPLASTIC PAVEMENT MARKING (24-INCH-WIDE) WHITE (SLD)	LF	1136	\$5.50	\$6,248.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,248.00	\$0.00
SB.20	COH 02767	THERMOPLASTIC PAVEMENT MARKING, TURNING ARROW	EA	29	\$150.00	\$4,350.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,350.00	\$0.00
SB.21	COH 02767	THERMOPLASTIC PAVEMENT MARKING, TURNING ARROW (UTURN)	EA	3	\$230.00	\$690.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$690.00	\$0.00
SB.22	COH 02767	THERMOPLASTIC PAVEMENT MARKING, TURNING ARROW (U-LTARROW)	EA	3	\$280.00	\$840.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$840.00	\$0.00
SB.23	COH 02767	THERMOPLASTIC PAVEMENT MARKING, TURNING ARROW (LNDP)	EA	4	\$280.00	\$1,120.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,120.00	\$0.00
SB.24	COH 02767	THERMOPLASTIC PAVEMENT MARKING, FOR WORDS AND SYMBOLS	EA	19	\$160.00	\$3,040.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,040.00	\$0.00
SB.25	COH 02767	THERMOPLASTIC PAVEMENT MARKING (4-INCH-WIDE) YELLOW (SLD)	LF	23442	\$0.55	\$12,893.10	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$12,893.10	\$0.00
SB.26	COH 02767	THERMOPLASTIC PAVEMENT MARKING (6-INCH-WIDE) YELLOW (SLD)	LF	6127	\$0.65	\$3,982.55	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,982.55	\$0.00
SB.27	COH 02767	THERMOPLASTIC PAVEMENT MARKING (6-INCH-WIDE) YELLOW (BRK)	LF	209	\$0.75	\$156.75	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$156.75	\$0.00
SB.28	TxDOT 110	EXCAVATION (ROADWAY)	CY	51716	\$1.00	\$51,716.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$51,716.00	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
SB.29	TxDOT 132	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	38676	\$2.00	\$77,352.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$77,352.00	\$0.00
SB.30	TxDOT 132	EMBANKMENT (FINAL)(DENS CONT)(TY E)(CSBE)	CY	4649	\$55.00	\$255,695.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$255,695.00	\$0.00
SB.31	TxDOT 260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	845	\$195.00	\$164,775.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$164,775.00	\$0.00
SB.32	TxDOT 260	LIME TRT (EXST MATL)(6")	SY	62536	\$1.00	\$62,536.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$62,536.00	\$0.00
SB.33	TxDOT 275	CEMENT	TON	845	\$220.00	\$185,900.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$185,900.00	\$0.00
SB.34	TxDOT 275	CEMENT TREAT (EXIST MATL)(6")	SY	62536	\$1.00	\$62,536.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$62,536.00	\$0.00
SB.35	TxDOT 260	LIME TRT (NEW BASE) (6")	SY	57600	\$10.00	\$576,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$576,000.00	\$0.00
SB.36	TxDOT 276	CEM TRT (PLNT MX)(CL N)(TY E)(GR4)(6")	SY	57600	\$10.00	\$576,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$576,000.00	\$0.00
SB.37	TxDOT 292	ASPHALT STAB BASE (GR 4)(PG 64)	TON	4818	\$140.00	\$674,520.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$674,520.00	\$0.00
SB.38	TxDOT 360	CONC PVTM (CONT REINF - CRCP) (12")	SY	82027	\$136.00	\$11,155,672.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$11,155,672.00	\$0.00
SB.39	TxDOT 360	CONC PVTM (CONT REINF)(FAST TRK)(15")	SY	3476	\$143.00	\$497,068.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$497,068.00	\$0.00
SB.40	TxDOT 400	STRUCT EXCAV	CY	229	\$40.00	\$9,160.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$9,160.00	\$0.00
SB.41	TxDOT 416	DRILL SHAFT (36 IN)	LF	1045	\$300.00	\$313,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$313,500.00	\$0.00
SB.42	TxDOT 416	DRILL SHAFT (72 IN)	LF	1740	\$950.00	\$1,653,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,653,000.00	\$0.00
SB.43	TxDOT 420	CL C CONC (ABUT)	CY	93	\$1,200.00	\$111,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$111,600.00	\$0.00
SB.44	TxDOT 420	CL C CONC (CAP)	CY	879.2	\$1,250.00	\$1,099,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,099,000.00	\$0.00
SB.45	TxDOT 420	CL C CONC (COLUMN)(MASS)	CY	423.8	\$1,825.00	\$773,435.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$773,435.00	\$0.00
SB.46	TxDOT 422	REINF CONC SLAB	SF	83058	\$25.00	\$2,076,450.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,076,450.00	\$0.00
SB.47	TxDOT 423	RET WALL (MSE) (VERTICAL SCHEME) (SPL)	SF	17354	\$65.00	\$1,128,010.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,128,010.00	\$0.00
SB.48	TxDOT 425	PRESTR CONC GIRDER (TX54)	LF	9616.11	\$250.00	\$2,404,027.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,404,027.50	\$0.00
SB.49	TxDOT 432	RIPRAP (CONC)(5 IN)	CY	1188	\$475.00	\$564,300.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$564,300.00	\$0.00
SB.50	TxDOT 432	RIPRAP (MOW STRIP)(4 IN)	CY	8	\$750.00	\$6,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,000.00	\$0.00
SB.51	TxDOT 450	RAIL (TY SSTR)	LF	4765	\$40.00	\$190,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$190,600.00	\$0.00
SB.52	TxDOT 451	RAIL (HANDRAIL)(TY C)	LF	359	\$150.00	\$53,850.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$53,850.00	\$0.00
SB.53	TxDOT 454	SEALED EXPANSION JOINT (4 IN) (SEJ-M)	LF	366	\$250.00	\$91,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$91,500.00	\$0.00
SB.54	TxDOT 471	GRATE AND FRAME (BRIDGE DRAIN)	EA	14	\$3,500.00	\$49,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$49,000.00	\$0.00
SB.55	TxDOT 514	PERM CTB (SSCB)(TY 1)(MOD)	LF	2054	\$40.00	\$82,160.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$82,160.00	\$0.00
SB.56	TxDOT 514	PERM CTB (SGL SLOPE) (TY 1) (42)	LF	903	\$40.00	\$36,120.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$36,120.00	\$0.00
SB.57	TxDOT 529	CONC CURB (MOD)	LF	28615	\$15.00	\$429,225.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$429,225.00	\$0.00
SB.58	TxDOT 529	CONC CURB (U-TURN)	LF	621	\$55.00	\$34,155.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$34,155.00	\$0.00
SB.59	TxDOT 530	DRIVEWAYS (CONC)	SY	5136	\$100.00	\$513,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$513,600.00	\$0.00
SB.60	TxDOT 531	CONC SIDEWALKS (5")	SY	14117	\$75.00	\$1,058,775.00	1315.56	0.00	1315.56	\$0.00	\$98,667.00	9.32%	\$98,667.00	\$0.00	\$960,108.00	\$4,933.35
SB.61	TxDOT 531	CURB RAMPS (TY 1)	EA	3	\$2,550.00	\$7,650.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,650.00	\$0.00
SB.62	TxDOT 531	CURB RAMPS (TY 2)	EA	3	\$2,450.00	\$7,350.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,350.00	\$0.00
SB.63	TxDOT 531	CURB RAMPS (TY 7)	EA	16	\$2,450.00	\$39,200.00	5.00	0.00	5.00	\$0.00	\$12,250.00	31.25%	\$12,250.00	\$0.00	\$26,950.00	\$612.50
SB.64	TxDOT 531	CURB RAMPS (TY 10)	EA	4	\$2,450.00	\$9,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$9,800.00	\$0.00
SB.65	TxDOT 531	CURB RAMPS (TY 20)	EA	6	\$3,700.00	\$22,200.00	2.00	0.00	2.00	\$0.00	\$7,400.00	33.33%	\$7,400.00	\$0.00	\$14,800.00	\$370.00
SB.66	TxDOT 536	CONC MEDIAN	SY	1143	\$88.00	\$100,584.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$100,584.00	\$0.00
SB.67	TxDOT 540	MTL W-BEAM GD FEN (TIM POST)	LF	50	\$45.00	\$2,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,250.00	\$0.00
SB.68	TxDOT 540	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	2	\$2,800.00	\$5,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,600.00	\$0.00

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SB.69	TxDOT 544	GUARDRAIL END TREATMENT (INSTALL)	EA	2	\$3,600.00	\$7,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,200.00	\$0.00
SB.70	TxDOT 545	CRASH CUSH ATTEN (INSLT)	EA	2	\$30,500.00	\$61,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$61,000.00	\$0.00
SB.71	TxDOT 556	PIPE UNDERDRAINS (TY 1) (6")	LF	1341	\$25.00	\$33,525.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$33,525.00	\$0.00
SB.72	TxDOT 666	REFL PAV MRK TY II (W) (ENTR GORE)	EA	1	\$420.00	\$420.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$420.00	\$0.00
SB.73	TxDOT 666	REFL PAV MRK TY II (W) (EXIT GORE)	EA	2	\$420.00	\$840.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$840.00	\$0.00
SB.74	TxDOT 1005	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	CY	211	\$175.00	\$36,925.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$36,925.00	\$0.00
SB.75	TxDOT 3021	WIDE FLANGE PAVEMENT TERMINALS	LF	185	\$850.00	\$157,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$157,250.00	\$0.00
SB.76	TxDOT 5033	DETACHABLE PIPE BOLLARD	EA	18	\$1,600.00	\$28,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$28,800.00	\$0.00
SB.77	TxDOT 5113 / PLANS	WROUGHT-IRON ORNAMENTAL FENCING	LF	206	\$275.00	\$56,650.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$56,650.00	\$0.00
SB.78	UPRR 02851	SUBBALLAST, 12 INCH	CY	200	\$100.00	\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$20,000.00	\$0.00
SB.79	TxDOT 481	PIPE (PVC) (SCH 80)(8 IN)	LF	1295	\$16.00	\$20,720.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$20,720.00	\$0.00
SB.80	COH 02767	THERMOPLASTIC PAVEMENT MARKING (8-INCH-WIDE) WHITE (SLD)	LF	836	\$1.95	\$1,630.20	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,630.20	\$0.00
STORM WATER ITEMS							0.00							\$0.00		
SW.01	COH 02221	REMOVE AND DISPOSE OF EXISTING INLET	EA	53	\$450.00	\$23,850.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$23,850.00	\$0.00
SW.02	COH 02221	REMOVE AND DISPOSE OF EXISTING MANHOLES	EA	17	\$575.00	\$9,775.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$9,775.00	\$0.00
SW.03	COH 02221	REMOVE AND DISPOSE OF EXISTING STRUCTURES (MISC)	EA	112	\$525.00	\$58,800.00	27.00	1.00	28.00	\$525.00	\$14,700.00	25.00%	\$14,175.00	\$525.00	\$44,100.00	\$735.00
SW.04	COH 02221	REMOVE AND DISPOSE OF PIPE CULVERTS, SEWERS, AND SEWER LEADS	LF	6410	\$20.00	\$128,200.00	162.00	8.00	170.00	\$160.00	\$3,400.00	2.65%	\$3,240.00	\$160.00	\$124,800.00	\$170.00
SW.05	TxDOT 110	EXCAVATION (ROADWAY)	CY	62	\$5.00	\$310.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$310.00	\$0.00
SW.06	TxDOT 400	STRUCT EXCAV	CY	0	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
SW.07	TxDOT 400	CEM STABIL BKFL	CY	17274	\$55.00	\$950,070.00	2495.94	340.03	2835.97	\$18,701.65	\$155,978.35	16.42%	\$137,276.70	\$18,701.65	\$794,091.65	\$7,798.92
SW.08	TxDOT 400	CEMENT STAB BACKFILL (INLET OR MH)	CY	1703	\$55.00	\$93,665.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$93,665.00	\$0.00
SW.09	TxDOT 402	TRENCH EXCAVATION PROTECTION (PERM DRAINAGE RELATED)	LF	21971	\$1.00	\$21,971.00	2095.00	368.00	2463.00	\$368.00	\$2,463.00	11.21%	\$2,095.00	\$368.00	\$19,508.00	\$123.15
SW.10	TxDOT 432	RIPRAP (STONE PROTECTION)(18 IN)	CY	103	\$200.00	\$20,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$20,600.00	\$0.00
SW.11	TxDOT 432	RIPRAP (STONE PROTECTION)(24 IN)	CY	24	\$200.00	\$4,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,800.00	\$0.00
SW.12	TxDOT 460	CMP (GAL STL 60 IN)	LF	100	\$340.00	\$34,000.00	100.00	0.00	100.00	\$0.00	\$34,000.00	100.00%	\$34,000.00	\$0.00	\$0.00	\$1,700.00
SW.13	TxDOT 462	CONC BOX CULV (4 FT X 4 FT)	LF	407	\$450.00	\$183,150.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$183,150.00	\$0.00
SW.14	TxDOT 462	CONC BOX CULV (6 FT X 3 FT)	LF	381	\$575.00	\$219,075.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$219,075.00	\$0.00
SW.15	TxDOT 462	CONC BOX CULV (6 FT X 5 FT)	LF	4939	\$300.00	\$1,481,700.00	371.00	368.00	739.00	\$110,400.00	\$221,700.00	14.96%	\$111,300.00	\$110,400.00	\$1,260,000.00	\$11,085.00
SW.16	TxDOT 462	CONC BOX CULV (7 FT X 6 FT)	LF	588	\$850.00	\$499,800.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$499,800.00	\$0.00
SW.17	TxDOT 462	CONC BOX CULV (8 FT X 5 FT)	LF	70	\$875.00	\$61,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$61,250.00	\$0.00
SW.18	TxDOT 462	CONC BOX CULV (8 FT X 6 FT)	LF	1750	\$825.00	\$1,443,750.00	1284.00	0.00	1284.00	\$0.00	\$1,059,300.00	73.37%	\$1,059,300.00	\$0.00	\$384,450.00	\$52,965.00
SW.19	TxDOT 464	RC PIPE (CL III)(18 IN)	LF	0	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00
SW.20	TxDOT 464	RC PIPE (CL III)(24 IN)	LF	6969	\$80.00	\$557,520.00	128.00	0.00	128.00	\$0.00	\$10,240.00	1.84%	\$10,240.00	\$0.00	\$547,280.00	\$512.00
SW.21	TxDOT 464	RC PIPE (CL III)(30 IN)	LF	3696	\$150.00	\$554,400.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$554,400.00	\$0.00
SW.22	TxDOT 464	RC PIPE (CL III)(36 IN)	LF	2027	\$165.00	\$334,455.00	16.00	0.00	16.00	\$0.00	\$2,640.00	0.79%	\$2,640.00	\$0.00	\$331,815.00	\$132.00
SW.23	TxDOT 464	RC PIPE (CL III)(42 IN)	LF	247	\$260.00	\$64,220.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$64,220.00	\$0.00
SW.24	TxDOT 464	RC PIPE (CL III)(48 IN)	LF	196	\$290.00	\$56,840.00	160.00	0.00	160.00	\$0.00	\$46,400.00	81.63%	\$46,400.00	\$0.00	\$10,440.00	\$2,320.00
SW.25	TxDOT 464	RC PIPE (CL III)(54 IN)	LF	540	\$385.00	\$207,900.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$207,900.00	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
SW.26	TxDOT 464	RC PIPE (CL III)(60 IN)	LF	324	\$490.00	\$158,760.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$158,760.00	\$0.00
SW.27	TxDOT 464	RC PIPE (CL III)(66 IN)	LF	127	\$440.00	\$55,880.00	120.00	0.00	120.00	\$0.00	\$52,800.00	94.49%	\$52,800.00	\$0.00	\$3,080.00	\$2,640.00
SW.28	TxDOT 465	JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	3	\$10,800.00	\$32,400.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$32,400.00	\$0.00
SW.29	TxDOT 465	JCTBOX(COMPL)(PJB)(5FTX6FT)	EA	31	\$12,000.00	\$372,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$372,000.00	\$0.00
SW.30	TxDOT 465	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	20	\$18,000.00	\$360,000.00	4.00	0.50	4.50	\$9,000.00	\$81,000.00	22.50%	\$72,000.00	\$9,000.00	\$279,000.00	\$4,050.00
SW.31	TxDOT 465	MANH (COMPL)(TY A)	EA	24	\$7,500.00	\$180,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$180,000.00	\$0.00
SW.32	TxDOT 465	MANH (COMPL)(TY B)	EA	1	\$7,500.00	\$7,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,500.00	\$0.00
SW.33	TxDOT 465	INLET (COMPL)(TY A)	EA	12	\$5,800.00	\$69,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$69,600.00	\$0.00
SW.34	TxDOT 465	INLET (COMPL)(TY AZ)	EA	8	\$8,000.00	\$64,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$64,000.00	\$0.00
SW.35	TxDOT 465	INLET (COMPL)(TY AZR)	EA	10	\$12,000.00	\$120,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$120,000.00	\$0.00
SW.36	TxDOT 465	INLET (COMPL) (TY C)	EA	0	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00
SW.37	TxDOT 465	INLET (COMPL)(CURB)(TY C)	EA	122	\$5,950.00	\$725,900.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$725,900.00	\$0.00
SW.38	TxDOT 465	INLET (COMPL)(EXT TY C)	EA	179	\$1,450.00	\$259,550.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$259,550.00	\$0.00
SW.39	TxDOT 465	JCT BOX (COMPL)(SPL)	EA	3	\$65,000.00	\$195,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$195,000.00	\$0.00
SW.40	TxDOT 467	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	4	\$2,600.00	\$10,400.00	2.00	0.00	2.00	\$0.00	\$5,200.00	50.00%	\$5,200.00	\$0.00	\$5,200.00	\$260.00
SW.41	TxDOT 467	SET (TY II)(30IN)(RCP)(6:1)(P)	EA	4	\$3,000.00	\$12,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$12,000.00	\$0.00
SW.42	TxDOT 467	SET (TY II) (66 IN) (RCP) (6: 1) (P)	EA	1	\$32,750.00	\$32,750.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$32,750.00	\$0.00
SW.43	TxDOT 4500	JACK BOR TUN PIPE (STL) (84 IN)	LF	213	\$3,550.00	\$756,150.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$756,150.00	\$0.00
SW.44	TxDOT 481	PIPE (PVC) (SCH 80)(18 IN)	LF	148	\$150.00	\$22,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,200.00	\$0.00
SW.45	PLANS	ORIFICE/RESTRICTOR PLATE (18" DIAM)	EA	1	\$6,975.00	\$6,975.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,975.00	\$0.00
SW.46	PLANS	ORIFICE/RESTRICTOR PLATE (36" DIAM)	EA	1	\$6,975.00	\$6,975.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,975.00	\$0.00
SW.47	TxDOT 2230	FLAPGATE (60" DIAM)	EA	1	\$36,000.00	\$36,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$36,000.00	\$0.00
SW.48		60" Flared Wing Wall	EA	1	\$16,909.94	\$16,909.94	0.00	1.00	1.00	\$16,909.94	\$16,909.94	100.00%	\$0.00	\$16,909.94	\$0.00	\$845.50
TRAFFIC SIGNAL ITEMS							0.00							\$0.00		
TS.01	COH 02582	INS TRF SIG PL AM(S)1 ARM(30')	EA	1	\$16,293.00	\$16,293.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$16,293.00	\$0.00
TS.02	COH 02582	INS TRF SIG PL AM(S)1 ARM(35')LUM	EA	1	\$19,291.00	\$19,291.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$19,291.00	\$0.00
TS.03	COH 02582	INS TRF SIG PL AM(S)1 ARM(45')	EA	2	\$20,530.00	\$41,060.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$41,060.00	\$0.00
TS.04	COH 02582	INS TRF SIG PL AM(S)1 ARM(45')LUM	EA	1	\$22,895.00	\$22,895.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,895.00	\$0.00
TS.05	COH 02582	INS TRF SIG PL AM(S)1 ARM(50')LUM	EA	2	\$24,427.00	\$48,854.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$48,854.00	\$0.00
TS.06	COH 02582	INS TRF SIG PL AM(S)1 ARM(55')LUM	EA	2	\$24,600.00	\$49,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$49,200.00	\$0.00
TS.07	COH 02582	PED POLE ASSEMBLY (15')	EA	28	\$2,642.00	\$73,976.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$73,976.00	\$0.00
TS.08	COH 02590	TRAFFIC SIGNAL POLE LUMINAIRE	EA	6	\$421.00	\$2,526.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,526.00	\$0.00
TS.09	COH 02893	ELECTRICAL SERVICE POLE ASSEMBLY	EA	2	\$5,952.00	\$11,904.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$11,904.00	\$0.00
TS.10	COH 02893	INSTALL HWY TRF SIG (ISOLATED)	LS	2	\$14,009.00	\$28,018.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$28,018.00	\$0.00
TS.11	COH 02893	REMOVE AND SALVAGE EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	3	\$1,963.00	\$5,889.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,889.00	\$0.00
TS.12	COH 02893	INSTALL HWY TRF SIG (UPGRADE)	LS	1	\$9,194.00	\$9,194.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$9,194.00	\$0.00
TS.12.1		SITE PREP (UNDERGROUND CREW)	EA	1	\$2,414.17	\$2,414.17	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,414.17	\$0.00
TS.12.2		GENERATOR (POWER U559/NORTHPARK TRAFFIC SIGNALS)	EA	1	\$2,959.70	\$2,959.70	0.00	1.00	1.00	\$2,959.70	\$2,959.70	100.00%	\$0.00	\$2,959.70	\$0.00	\$147.99
TS.12.3		UPGRADE SERVICE	LS	1	\$706.02	\$706.02	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$706.02	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
TS.13	COH 16710	TYPE "A" PULL BOX WITH GROUND ROD AND APRON	EA	32	\$1,357.00	\$43,424.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$43,424.00	\$0.00
TS.14	COH 16710	TYPE "B" PULL BOX WITH GROUND ROD AND APRON	EA	26	\$1,407.00	\$36,582.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$36,582.00	\$0.00
TS.15	COH 16711	1" PVC SCH.80 UNDERGROUND, EARTH	LF	125	\$7.77	\$971.25	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$971.25	\$0.00
TS.16	COH 16711	2" PVC SCH.80 UNDER PAVEMENT, BORE	LF	1105	\$21.53	\$23,790.65	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$23,790.65	\$0.00
TS.17	COH 16711	2" PVC SCH.80 UNDERGROUND, EARTH	LF	3165	\$11.23	\$35,542.95	0.00	960.00	960.00	\$10,780.80	\$10,780.80	30.33%	\$0.00	\$10,780.80	\$24,762.15	\$539.04
TS.18	COH 16711	3" PVC SCH.80 UNDER PAVEMENT, BORE	LF	90	\$26.83	\$2,414.70	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,414.70	\$0.00
TS.19	COH 16711	3" PVC SCH.80 UNDERGROUND, EARTH	LF	195	\$16.52	\$3,221.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,221.40	\$0.00
TS.20	COH 16711	4" PVC SCH.80 UNDER PAVEMENT, BORE	LF	1640	\$32.81	\$53,808.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$53,808.40	\$0.00
TS.21	COH 16711	4" PVC SCH.80 UNDERGROUND, EARTH	LF	310	\$23.96	\$7,427.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,427.60	\$0.00
TS.22	COH 16715	3-SEC SIGNAL HEAD ASSEMBLY COMPLETE	EA	24	\$779.00	\$18,696.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$18,696.00	\$0.00
TS.23	COH 16715	4-SEC SIGNAL HEAD ASSEMBLY COMPLETE	EA	6	\$1,056.00	\$6,336.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,336.00	\$0.00
TS.24	COH 16715	5-SEC SIGNAL HEAD ASSEMBLY COMPLETE	EA	1	\$1,189.00	\$1,189.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,189.00	\$0.00
TS.25	COH 16715	LOUVER (12") (ADJUSTABLE)	EA	16	\$390.00	\$6,240.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,240.00	\$0.00
TS.26	COH 16716	LED PED SIG HEAD ASSEMBLY (SYM) (COUNTDOWN)	EA	32	\$705.00	\$22,560.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,560.00	\$0.00
TS.27	COH 16720	ELEC CONDR (NO.12) INSULATED	LF	1615	\$1.29	\$2,083.35	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,083.35	\$0.00
TS.28	COH 16720	ELEC CONDR (NO.10) INSULATED	LF	3230	\$1.47	\$4,748.10	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,748.10	\$0.00
TS.29	COH 16720	ELEC CONDR (NO.8) BARE	LF	6245	\$1.68	\$10,491.60	0.00	885.00	885.00	\$1,486.80	\$1,486.80	14.17%	\$0.00	\$1,486.80	\$9,004.80	\$74.34
TS.30	COH 16720	ELEC CONDR (NO.4) INSULATED	LF	1230	\$2.50	\$3,075.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,075.00	\$0.00
TS.30.1	COH 16720	ELEC CONDR (NO.2/0) INSULATED	LF	2800	\$5.08	\$14,224.00	0.00	2690.00	2690.00	\$13,665.20	\$13,665.20	96.07%	\$0.00	\$13,665.20	\$558.80	\$683.26
TS.31	COH 16720	3/C-#14 AWG SOLID CABLE	LF	8835	\$1.64	\$14,489.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$14,489.40	\$0.00
TS.32	COH 16720	2/C-#14 AWG SOLID CABLE	LF	23905	\$1.37	\$32,749.85	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$32,749.85	\$0.00
TS.33	COH 16720	5/C-#14 AWG SOLID CABLE	LF	8815	\$1.89	\$16,660.35	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$16,660.35	\$0.00
TS.34	COH 16720	7/C-#14 AWG SOLID CABLE	LF	9170	\$2.37	\$21,732.90	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$21,732.90	\$0.00
TS.35	COH 16720	14/C-#14 AWG SOLID CABLE	LF	795	\$3.50	\$2,782.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,782.50	\$0.00
TS.36	COH 16727	LOOP DETECTOR SAWCUT	LF	10610	\$9.44	\$100,158.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$100,158.40	\$0.00
TS.37	COH 16730	ITS CABINET	EA	2	\$33,483.00	\$66,966.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$66,966.00	\$0.00
TS.38	COH 16731	2070 CONTROLLER UNIT	EA	2	\$4,240.00	\$8,480.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$8,480.00	\$0.00
TS.39	COH 16732	UNINTERRUPTIBLE POWER SUPPLY (UPS) SYS TRF SIG CAB	EA	2	\$7,323.00	\$14,646.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$14,646.00	\$0.00
TS.40	COH 16750	PED DETECT PUSH BUTTON (APS)	EA	30	\$1,637.00	\$49,110.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$49,110.00	\$0.00
TS.41	COH 16785	GPS SERIAL COMM	EA	2	\$665.00	\$1,330.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,330.00	\$0.00
TS.42	TxDOT 681	TEMP TRAF SIGNALS - SL 494	EA	1	\$87,714.00	\$87,714.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$87,714.00	\$0.00
TS.43	TxDOT 681	TEMP TRAF SIGNALS - RUSSELL PALMER RD	EA	1	\$15,134.00	\$15,134.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$15,134.00	\$0.00
TS.43.1		TEMP TRAF SIGNALS - RUSSELL PALMER RD ADDITIONAL COSTS	EA	1	\$19,488.81	\$19,488.81	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$19,488.81	\$0.00
TS.44	TxDOT 6066	LED BLANK-OUT SIGN ASSEMBLY	EA	2	\$4,453.00	\$8,906.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$8,906.00	\$0.00
TS.45	COH 16724	PRE-EMPT SENSOR OPTICOM (SINGLE)	EA	3	\$927.00	\$2,781.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,781.00	\$0.00
TS.46	COH 16724	#20 3CC SHIELDED CABLE (3M MODEL 138)	LF	730	\$2.87	\$2,095.10	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,095.10	\$0.00
INTERCONNECT ITEMS							0.00							\$0.00		
INT.01	TxDOT 618	CONDT (PVC) (SCH 40) (3") (CONC ENCSE)	LF	2320	\$19.68	\$45,657.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$45,657.60	\$0.00
INT.02	TxDOT 618	CONDT (PVC) (SCH 80) (2")	LF	89	\$11.72	\$1,043.08	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,043.08	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
INT.03	TxDOT 618	CONDT (PVC) (SCH 80) (2") (BORE)	LF	42	\$21.53	\$904.26	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$904.26	\$0.00
INT.04	TxDOT 618	CONDT (PVC) (SCH 80) (3") (BORE)	LF	3561	\$44.26	\$157,609.86	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$157,609.86	\$0.00
INT.05	TxDOT 618	CONDT (RM) (3")	LF	727	\$84.95	\$61,758.65	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$61,758.65	\$0.00
INT.06	TxDOT 620	ELEC CONDR (NO.14) INSULATED	LF	6909	\$1.04	\$7,185.36	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,185.36	\$0.00
INT.07	TxDOT 624	GROUND BOX TY A (122311)W/APRON	EA	2	\$1,259.00	\$2,518.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,518.00	\$0.00
INT.08	TxDOT 6007	FIBER OPTIC CBL (SNGLE-MODE)(6 FIBER)	LF	231	\$3.86	\$891.66	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$891.66	\$0.00
INT.09	TxDOT 6007	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LF	7658	\$4.49	\$34,384.42	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$34,384.42	\$0.00
INT.10	TxDOT 6007	FO SPLICE ENCLOSURE (TYPE 1)	EA	4	\$2,593.00	\$10,372.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$10,372.00	\$0.00
INT.11	TxDOT 6016	ITS MULTI-DUCT CND (PVC-40)(CONC ENCSE)	LF	2320	\$21.57	\$50,042.40	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$50,042.40	\$0.00
INT.12	TxDOT 6016	ITS MULTI-DUCT CND (PVC-80)(BORE)	LF	3561	\$47.41	\$168,827.01	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$168,827.01	\$0.00
INT.13	TxDOT 6016	ITS MULTI-DUCT CND (RMC)	LF	727	\$146.49	\$106,498.23	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$106,498.23	\$0.00
INT.14	TxDOT 6186	ITS GND BOX(PCAST) TY 1 (243636)W/APRN	EA	21	\$3,883.00	\$81,543.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$81,543.00	\$0.00
STREET LIGHTING ITEMS							0.00							\$0.00		
SL.01	TxDOT 416	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	456	\$117.80	\$53,716.80	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$53,716.80	\$0.00
SL.02	TxDOT 610	IN RD IL (U/P) (TY 1) (150W EQ) LED	EA	18	\$1,305.00	\$23,490.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$23,490.00	\$0.00
SL.03	TxDOT 610 / COH 02590	IN RD IL (TY SA) 40T-10 (250W EQ) LED	EA	54	\$4,976.00	\$268,704.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$268,704.00	\$0.00
SL.04	TxDOT 610 / COH 02590	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EA	3	\$5,010.00	\$15,030.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$15,030.00	\$0.00
SL.05	TxDOT 610 / COH 02590	IN RD IL (TY AL) (SPECIAL) 40B-8-4 (250W EQ) LED	EA	18	\$8,817.00	\$158,706.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$158,706.00	\$0.00
SL.06	TxDOT 618	CONDT (PVC) (SCH 80) (1")	LF	80	\$7.70	\$616.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$616.00	\$0.00
SL.07	TxDOT 618	CONDT (PVC) (SCH 80) (2")	LF	13429	\$11.17	\$150,001.93	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$150,001.93	\$0.00
SL.08	TxDOT 618	CONDT (PVC) (SCH 80) (2") (BORE)	LF	2225	\$21.47	\$47,770.75	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$47,770.75	\$0.00
SL.09	TxDOT 620	ELEC CONDR (NO.10) INSULATED	LF	7140	\$1.17	\$8,353.80	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$8,353.80	\$0.00
SL.10	TxDOT 620	ELEC CONDR (NO.8) INSULATED	LF	48456	\$1.47	\$71,230.32	0.00	10240.00	10240.00	\$15,052.80	\$15,052.80	21.13%	\$0.00	\$15,052.80	\$56,177.52	\$752.64
SL.11	TxDOT 624	GROUND BOX TY D (162922)W/APRON	EA	12	\$1,309.00	\$15,708.00	0.00	1.00	1.00	\$1,309.00	\$1,309.00	8.33%	\$0.00	\$1,309.00	\$14,399.00	\$65.45
SL.12	TxDOT 628	ELC SRV TY A 120/240 060(SS)SS(E)SP(O)	EA	2	\$6,446.00	\$12,892.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$12,892.00	\$0.00
WATER MAIN ITEMS							0.00							\$0.00		
WM.01	COH 02221	REMOVE AND DISPOSE OF 8" WATERLINES AND WATER SERVICE LINES	LF	1668	\$7.00	\$11,676.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$11,676.00	\$0.00
WM.02	COH 02221	REMOVE AND DISPOSE OF 12" WATERLINES AND WATER SERVICE LINES	LF	850	\$7.00	\$5,950.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,950.00	\$0.00
WM.03	COH 02221	REMOVE AND DISPOSE OF 16" WATERLINES AND SERVICE LINES	LF	1420	\$10.00	\$14,200.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$14,200.00	\$0.00
WM.04	COH 02511	12" WATER LINE BY OPEN-CUT W/RESTRAINED JOINTS	LF	100	\$175.00	\$17,500.00	176.00	0.00	176.00	\$0.00	\$30,800.00	176.00%	\$30,800.00	\$0.00	(\$13,300.00)	\$1,540.00
WM.05	COH 02511	8" WATER LINE BY OPEN-CUT	LF	1455	\$85.00	\$123,675.00	633.00	0.00	633.00	\$0.00	\$53,805.00	43.51%	\$53,805.00	\$0.00	\$69,870.00	\$2,690.25
WM.06	COH 02511	12" WATER LINE BY OPEN-CUT	LF	1140	\$175.00	\$199,500.00	1263.00	0.00	1263.00	\$0.00	\$221,025.00	110.79%	\$221,025.00	\$0.00	(\$21,525.00)	\$11,051.25
WM.07	COH 02511	16" WATER LINE BY OPEN-CUT	LF	1720	\$210.00	\$361,200.00	1391.00	0.00	1391.00	\$0.00	\$292,110.00	80.87%	\$292,110.00	\$0.00	\$69,090.00	\$14,605.50
WM.08	COH 02512	1-1/2" TO 2" WATER TAP AND SERVICE LINE WITH METER BOX, SHORT SIDE	EA	17	\$2,650.00	\$45,050.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$45,050.00	\$0.00
WM.09	COH 02512	1-1/2" TO 2" WATER TAP AND SERVICE LINE WITH METER BOX, LONG SIDE	EA	9	\$5,250.00	\$47,250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$47,250.00	\$0.00
WM.10	COH 02513	8" WET CONNECTION	EA	2	\$5,675.00	\$11,350.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$11,350.00	\$0.00
WM.11	COH 02513	12" WET CONNECTION	EA	3	\$6,000.00	\$18,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$18,000.00	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
WM.12	COH 02513	16" WET CONNECTION	EA	2	\$6,700.00	\$13,400.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$13,400.00	\$0.00
WM.13	COH 02516	CUT, PLUG, AND ABANDON EXISTING 8" WATER LINE	EA	3	\$1,850.00	\$5,550.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,550.00	\$0.00
WM.14	COH 02516	CUT, PLUG, AND ABANDON EXISTING 12" WATER LINE	EA	4	\$2,850.00	\$11,400.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$11,400.00	\$0.00
WM.15	COH 02516	CUT, PLUG, AND ABANDON EXISTING 16" WATER LINE	EA	2	\$3,225.00	\$6,450.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,450.00	\$0.00
WM.16	COH 02520	6" FIRE HYDRANT BRANCH BY OPEN CUT	LF	70	\$85.00	\$5,950.00	47.00	0.00	47.00	\$0.00	\$3,995.00	67.14%	\$3,995.00	\$0.00	\$1,955.00	\$199.75
WM.17	COH 02520	FIRE HYDRANT ASSEMBLY, ALL DEPTHS, INCLUDING 6-INCH DIAMETER GATE VALVE AND BOX	EA	13	\$6,500.00	\$84,500.00	7.00	0.00	7.00	\$0.00	\$45,500.00	53.85%	\$45,500.00	\$0.00	\$39,000.00	\$2,275.00
WM.18	COH 02520	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	EA	6	\$325.00	\$1,950.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,950.00	\$0.00
WM.19	COH 02525	12" x 12" TAPPING SLEEVE AND VALVE WITH BOX	EA	1	\$12,850.00	\$12,850.00	1.00	0.00	1.00	\$0.00	\$12,850.00	100.00%	\$12,850.00	\$0.00	\$0.00	\$642.50
WM.19.1	COH 02525	12" TS&V FOR STEEL LINE	EA	1	\$15,693.89	\$15,693.89	1.00	0.00	1.00	\$0.00	\$15,693.89	100.00%	\$15,693.89	\$0.00	\$0.00	\$784.69
WM.20	COH 02525	16" x 16" TAPPING SLEEVE AND VALVE WITH BOX	EA	1	\$23,650.00	\$23,650.00	1.00	0.00	1.00	\$0.00	\$23,650.00	100.00%	\$23,650.00	\$0.00	\$0.00	\$1,182.50
WM.21	COH 02525	16" x 12" TAPPING SLEEVE AND VALVE WITH BOX	EA	1	\$10,950.00	\$10,950.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$10,950.00	\$0.00
WM.22	COH 02525	8" x 8" TAPPING SLEEVE AND VALVE WITH BOX	EA	2	\$9,750.00	\$19,500.00	2.00	0.00	2.00	\$0.00	\$19,500.00	100.00%	\$19,500.00	\$0.00	\$0.00	\$975.00
WM.23	COH 02526	1-1/2" DIAMETER METER INCLUDING PIPING, VAULT, AND APPURTENANCES	EA	1	\$6,325.00	\$6,325.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,325.00	\$0.00
WM.24	COH 02526	RELOCATE AND REINSTALL 4-INCH TO 10-INCH METER WITH NEW BOX	EA	1	\$8,225.00	\$8,225.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$8,225.00	\$0.00
LANDSCAPING ITEMS							0.00							\$0.00		
LS.01	TxDOT 100	TYPE 1 PREPARING ROW (TY 1)	AC	8.1	\$500.00	\$4,050.00	8.10	0.00	8.10	\$0.00	\$4,050.00	100.00%	\$4,050.00	\$0.00	\$0.00	\$202.50
LS.02	TxDOT 100	TYPE 2 PREPARING ROW (TY 2)	AC	0.9	\$500.00	\$450.00	0.90	0.00	0.90	\$0.00	\$450.00	100.00%	\$450.00	\$0.00	\$0.00	\$22.50
LS.03	TxDOT 100	TYPE 3 PREPARING ROW (TY 3)	AC	1.3	\$5,125.00	\$6,662.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,662.50	\$0.00
LS.04	TxDOT 110	EXCAVATION (SPECIAL)	CY	59415	\$15.00	\$891,225.00	7189.00	9758.00	16947.00	\$146,370.00	\$254,205.00	28.52%	\$107,835.00	\$146,370.00	\$637,020.00	\$12,710.25
LS.05	TxDOT 132	EMBANKMENT (FINAL)(ORD COMP)(TYP D)	CY	441	\$15.00	\$6,615.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,615.00	\$0.00
LS.06	TxDOT 160	FURNISHING AND PLACING TOPSOIL	CY	1920	\$62.50	\$120,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$120,000.00	\$0.00
LS.07	TxDOT 161	GENERAL COMPOST	CY	1218	\$52.00	\$63,336.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$63,336.00	\$0.00
LS.08	TxDOT 162	BLOCK SODDING	SY	19618	\$4.50	\$88,281.00	0.00	27.78	27.78	\$125.01	\$125.01	0.14%	\$0.00	\$125.01	\$88,155.99	\$6.25
LS.09	TxDOT 164	CELL FBR MLCH	SY	224516	\$0.42	\$94,296.72	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$94,296.72	\$0.00
LS.10	TxDOT 166	FERTILIZER TURF/SOD	AC	102	\$1,250.00	\$127,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$127,500.00	\$0.00
LS.11	TxDOT 168	VEGETATIVE WATERING	MG	5044	\$19.00	\$95,836.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$95,836.00	\$0.00
LS.12	TxDOT 168	VEGETATIVE WATERING (TREES (BAG))	MG	265	\$30.00	\$7,950.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,950.00	\$0.00
LS.13	TxDOT 170	IRRIGATION SYSTEM (TY 1)	LS	1	\$450,000.00	\$450,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$450,000.00	\$0.00
LS.14	TxDOT 192	MULCH BARK	CY	170	\$85.00	\$14,450.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$14,450.00	\$0.00
LS.15	TxDOT 192	MULCH PINE	CY	1311	\$125.00	\$163,875.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$163,875.00	\$0.00
LS.16	TxDOT 192	PLANT 1 GAL	EA	8586	\$11.00	\$94,446.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$94,446.00	\$0.00
LS.17	TxDOT 192	PLANT 3 GAL	EA	646	\$20.00	\$12,920.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$12,920.00	\$0.00
LS.18	TxDOT 192	PLANT 45 GAL	EA	50	\$580.00	\$29,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$29,000.00	\$0.00
LS.19	TxDOT 192	PLANT 100 GAL	EA	174	\$950.00	\$165,300.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$165,300.00	\$0.00
LS.20	TxDOT 192	PLANT PREP TYPE 1	SY	285	\$4.25	\$1,211.25	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,211.25	\$0.00
LS.21	TxDOT 192	PLANT PREP TYPE 2	SY	19888	\$1.00	\$19,888.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$19,888.00	\$0.00
LS.22	TxDOT 192	PLANT PREP TYPE 3	SY	6183	\$2.00	\$12,366.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$12,366.00	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
LS.23	TxDOT 192	PLANT PREP TYPE 4	SY	224516	\$0.30	\$67,354.80	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$67,354.80	\$0.00
LS.24	TxDOT 192	200 GAL TREE	EA	26	\$2,315.00	\$60,190.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$60,190.00	\$0.00
LS.25	TxDOT 192	PLANT MATERIAL 4" CONT	EA	1715	\$1.20	\$2,058.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,058.00	\$0.00
LS.26	TxDOT 192	LANDSCAPE EDGE	LF	330.5	\$21.50	\$7,105.75	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$7,105.75	\$0.00
LS.27	TxDOT 192	SOIL AMEN. TYPE 1	EA	223	\$10.50	\$2,341.50	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,341.50	\$0.00
LS.28	TxDOT 192	SOIL AMEN. TYPE 2	SY	244134	\$0.15	\$36,620.10	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$36,620.10	\$0.00
LS.29	TxDOT 192	SOIL AMEN. TYPE 3	SY	1784	\$3.50	\$6,244.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$6,244.00	\$0.00
LS.30	TxDOT 192	SOIL AMEN. TYPE 4	SY	1374	\$4.00	\$5,496.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,496.00	\$0.00
LS.31	TxDOT 400	STABILIZATION SHELF (POND)	CY	1166	\$105.00	\$122,430.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$122,430.00	\$0.00
LS.32	TxDOT 400	SAND BACKFILL	CY	960	\$35.00	\$33,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$33,600.00	\$0.00
LS.33	TxDOT 401	FLOWABLE BACKFILL	CY	960	\$310.00	\$297,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$297,600.00	\$0.00
LS.34	TxDOT 529	CONCRETE LANDSCAPE BAND	LF	222	\$80.00	\$17,760.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$17,760.00	\$0.00
LS.35	TxDOT 618	CONDT (PVC) (SCH 40) (1")	LF	1816	\$6.54	\$11,876.64	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$11,876.64	\$0.00
LS.36	TxDOT 618	CONDT (PVC) (SCH 40) (1-1/2")	LF	102	\$8.11	\$827.22	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$827.22	\$0.00
LS.37	TxDOT 618	CONDT (PVC) (SCH 40) (4") (BORE)	LF	40	\$25.94	\$1,037.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,037.60	\$0.00
LS.38	TxDOT 620	ELEC CONDR (NO.2) INSULATED	LF	256	\$3.50	\$896.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$896.00	\$0.00
LS.39	TxDOT 620	ELEC CONDR (NO.4) INSULATED	LF	306	\$2.50	\$765.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$765.00	\$0.00
LS.40	TxDOT 620	ELEC CONDR (NO.6) INSULATED	LF	102	\$2.06	\$210.12	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$210.12	\$0.00
LS.41	TxDOT 620	ELEC CONDR (NO.8) INSULATED	LF	1050	\$1.76	\$1,848.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,848.00	\$0.00
LS.42	TxDOT 620	ELEC CONDR (NO.10) INSULATED	LF	316	\$1.42	\$448.72	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$448.72	\$0.00
LS.43	TxDOT 620	ELEC CONDR (NO.2/0) INSULATED	LF	256	\$5.51	\$1,410.56	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,410.56	\$0.00
LS.44	TxDOT 620	ELEC CONDR (NO.3/0) INSULATED	LF	768	\$6.45	\$4,953.60	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$4,953.60	\$0.00
LS.45	TxDOT 620	#10 XHHW CPR. WIRE	LF	2742	\$1.29	\$3,537.18	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,537.18	\$0.00
LS.46	TxDOT 620	#12 XHHW CPR. WIRE	LF	1371	\$1.43	\$1,960.53	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,960.53	\$0.00
LS.47	TxDOT 624	GROUND BOX (162922)W/APRON (TY0)	EA	20	\$1,309.00	\$26,180.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$26,180.00	\$0.00
LS.48	02900	TREE PROTECTION	AC	1.3	\$10,000.00	\$13,000.00	0.00	1.30	1.30	\$13,000.00	\$13,000.00	100.00%	\$0.00	\$13,000.00	\$0.00	\$650.00
LS.49	02910	TRANSPLANT PLANT MTL. (2-1/2" - 4")	EA	24	\$825.00	\$19,800.00	0.00	4.00	4.00	\$3,300.00	\$3,300.00	16.67%	\$0.00	\$3,300.00	\$16,500.00	\$165.00
LS.50	02910	TRANSPLANT PLANT MTL. (4" - 8")	EA	2	\$1,750.00	\$3,500.00	8.00	1.00	9.00	\$1,750.00	\$15,750.00	450.00%	\$14,000.00	\$1,750.00	(\$12,250.00)	\$787.50
LS.51	02910	TRANSPLANT PLANT MTL. (8" - 10")	EA	20	\$1,850.00	\$37,000.00	18.00	5.00	23.00	\$9,250.00	\$42,550.00	115.00%	\$33,300.00	\$9,250.00	(\$5,550.00)	\$2,127.50
LS.52	02910	TRANSPLANT PLANT MTL. (11" - 13")	EA	32	\$7,850.00	\$251,200.00	18.00	11.00	29.00	\$86,350.00	\$227,650.00	90.63%	\$141,300.00	\$86,350.00	\$23,550.00	\$11,382.50
LS.53	02910	TRANSPLANT PLANT MTL. (8" - 13")(HOLD)(REPLANT)	EA	12	\$4,445.00	\$53,340.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$53,340.00	\$0.00
LS 53.1	02910	TRANSPLANT PLANT MTL. (14" - 17")	EA	14	\$19,575.00	\$274,050.00	10.00	6.00	16.00	\$117,450.00	\$313,200.00	114.29%	\$195,750.00	\$117,450.00	(\$39,150.00)	\$15,660.00
LS 53.2	2910	Mobilization (168" spade for 14" - 17")	EA	1	\$12,500.00	\$12,500.00	0.00	1.00	1.00	\$12,500.00	\$12,500.00	100.00%	\$0.00	\$12,500.00	\$0.00	\$625.00
LS.54	04400	STONE MASONRY WALL (FREE)(ALL HEIGHTS)	LF	726	\$275.00	\$199,650.00	0.00	43.78	43.78	\$12,039.50	\$12,039.50	6.03%	\$0.00	\$12,039.50	\$187,610.50	\$601.98
LS.55	04400	STONE MASONRY WALL (RET)(ALL WIDTHS/HEIGHTS)	LF	732	\$475.00	\$347,700.00	0.00	93.73	93.73	\$44,521.75	\$44,521.75	12.80%	\$0.00	\$44,521.75	\$303,178.25	\$2,226.09
LS.56	04400	STONE MASONRY WALL (CAP ONLY) (ALL SIZES)	LF	573	\$219.02	\$125,498.46	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$125,498.46	\$0.00
LS.57	15475	LANDSCAPE AMENITY (TY1) - AERATION	EA	2	\$60,000.00	\$120,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$120,000.00	\$0.00
LS.58	16150	LANDSCAPE AMENITY (TY2) - TREE UPLIGHT	EA	24	\$1,750.00	\$42,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$42,000.00	\$0.00
LS.59	16150	LANDSCAPE AMENITY (TY3) - TREE UPLIGHT	EA	22	\$1,745.00	\$38,390.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$38,390.00	\$0.00
LS.60	16150	LANDSCAPE AMENITY (TY4) - WASHER	EA	35	\$1,855.00	\$64,925.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$64,925.00	\$0.00

Item No.	Specification Reference	Description	Unit of Measure	Estimated Quantity	Unit Price	Contract Amount	Prior Billed Units	Current Units Installed	Total Units Installed	Current Amount Installed	Total Complete	Percent Complete	Prior Billed Amount	Current Period Due	Balance to Finish	Total Retainage 5.00%
LS.61	16150	LANDSCAPE AMENITY (TY5) - SEASON LIGHT	EA	10	\$2,230.00	\$22,300.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,300.00	\$0.00
LS.62	15900	LANDSCAPE AMENITY (TY6) - WELL PUMP	EA	1	\$50,000.00	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$50,000.00	\$0.00
LS.63	TxDOT 628	LANDSCAPE AMENITY (TY7) - ELECTRICAL SERVICE	EA	1	\$22,500.00	\$22,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,500.00	\$0.00
LS.64	15800	LANDSCAPE AMENITY (TY8) - IRRIGATION PUMP	EA	1	\$125,000.00	\$125,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$125,000.00	\$0.00
LS.65	TxDOT 628	LANDSCAPE AMENITY (TY9) - E.S.P.	EA	2	\$7,500.00	\$15,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$15,000.00	\$0.00
LS.66	TxDOT 5056	IMPERMEABLE LINER (HDPE)	SY	21331	\$21.00	\$447,951.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$447,951.00	\$0.00
POTENTIAL PETROLEUM CONTAMINATED AREA (PPCA) ITEMS							0.00							\$0.00		
PPCA.01	COH 02105	PREPARATORY WORK FOR SAMPLING ANALYSIS IN PPCA (IF REQUIRED)	LS	1	\$5,000.00	\$5,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$5,000.00	\$0.00
PPCA.02	COH 02120	TRANSPORTATION AND DISPOSAL OF CONTAMINATED SOIL (CLASS I)	CY	1500	\$65.00	\$97,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$97,500.00	\$0.00
PPCA.03	COH 02120	TRANSPORTATION AND DISPOSAL OF CONTAMINATED SOIL (CLASS II)	CY	500	\$45.00	\$22,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,500.00	\$0.00
EXTRA UNIT PRICE TABLE							0.00							\$0.00		
EX.01	COH 01554	EXTRA INSTALLATION OR REPLACEMENT OF PERMANENT SIGNS (SIGNS, POLES, ANCHORS, AND HARDWARE)	EA	50	\$375.00	\$18,750.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$18,750.00	\$0.00
EX.02	COH 02233	EXTRA CLEARING AND GRUBBING	AC	10	\$5,000.00	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$50,000.00	\$0.00
EX.03	TxDOT 110	EXTRA EXCAVATION (ROADWAY)	CY	4000	\$5.00	\$20,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$20,000.00	\$0.00
EX.04	TxDOT 132	EXTRA EMBANKMENT FINAL((DENS CONT)(TY C)	CY	4000	\$2.00	\$8,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$8,000.00	\$0.00
EX.05	TxDOT 260	EXTRA LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	100	\$195.00	\$19,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$19,500.00	\$0.00
EX.06	TxDOT 275	EXTRA CEMENT	TON	100	\$220.00	\$22,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$22,000.00	\$0.00
EX.07	TxDOT 360	EXTRA CONC PVMT (CONT REINF - CRCP) (12")	SY	1000	\$97.00	\$97,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$97,000.00	\$0.00
EX.08	TxDOT 360	EXTRA CONC PVMT (CONT REINF)(FAST TRK)(15")	SY	500	\$150.00	\$75,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$75,000.00	\$0.00
EX.09	TxDOT 400	EXTRA CEM STABIL BKFL	CY	2000	\$43.00	\$86,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$86,000.00	\$0.00
EX.10	TxDOT 402	EXTRA TRENCH EXCAVATION PROTECTION	LF	2000	\$1.00	\$2,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$2,000.00	\$0.00
EX.11	TxDOT 4500	JACK BOR TUN PIPE (STL) (84 IN)	LF	50	\$2,480.00	\$124,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$124,000.00	\$0.00
EX.12	TxDOT 508	EXTRA CONSTRUCTING DETOURS	SY	1500	\$85.00	\$127,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$127,500.00	\$0.00
EX.13	TxDOT 529	EXTRA CONC CURB (MOD)	LF	1500	\$9.00	\$13,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$13,500.00	\$0.00
EX.14	TxDOT 530	EXTRA DRIVEWAYS (CONC)	SY	500	\$100.00	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$50,000.00	\$0.00
EX.15	TxDOT 531	EXTRA CONC SIDEWALKS (5")	SY	1500	\$70.00	\$105,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$105,000.00	\$0.00
CASH ALLOWANCE TABLE							0.00							\$0.00		
[1]	0	FLOOD PLAIN MANAGEMENT DISTRICT PERMIT	LS	1	\$3,000.00	\$3,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$3,000.00	\$0.00
[2]	0	HCFCD PERMIT FEE & ANNUAL RENEWALS	LS	1	\$1,000.00	\$1,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$1,000.00	\$0.00
[3]	0	RAILROAD FLAGMEN (Refer to Spec UPRR 01572)	LS	1	\$150,000.00	\$150,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$150,000.00	\$0.00
[4]	0	MATERIAL ON HAND	DOL	0	\$1.00	\$0.00	495677.62	-81806.40	413871.22	(\$81,806.40)	\$413,871.22		\$495,677.62	(\$81,806.40)		\$20,693.56
						\$56,940,726.68				\$656,018.75	\$6,837,300.85	12.01%	\$6,099,475.70	\$737,825.15	\$50,103,425.83	\$362,558.60

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF Harris

Greg Garrison, P.E. being first duly sworn, states that he is Sr. Project Manager of Harper Brothers Construction of

Harris county of Texas, hereinafter called "Company", and the said Company has performed work and/or furnished Lake Houston Redevelopment Authority hereinafter called "Owner" pursuant to a contract, dated with Owner (hereinafter called "Contract") for the construction of:

PROJECT: North Park Drive Overpass Project (T-1013)

PROJECT NO: WBS No. N-T10000-001-3

That all just and lawful invoices against the Company for labor, materials, and expendable equipment employed in the performance of the Contract and have been paid for in full (with the exception of the attached invoices) prior to acceptance of payments from the Owner, and

That the Company agrees to indemnify and hold the Owner and Engineers harmless from all liability arising from claims by subcontractors, materialmen and suppliers under Contract and

That no claims have been made or filed upon the payment bond, and

That the Company has not received any claims or notice of claims from the subcontractor, materialmen, and suppliers.



Greg Garrison, P.E.
Greg Garrison, P.E.

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, The undersigned authority, on this day personally appeared Greg Garrison, P.E. of Harper Brothers Construction, a LLC-P Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 19th day of February, 2024

MY COMMISSION EXPIRES: 08/05/2024

Johana M. Hernandez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PARTIAL RELEASE OF LIEN RIGHTS

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Greg Garrison, P.E who upon his oath deposed and stated as follows:

“For and in consideration of the receipt of \$680,930.32 the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby partially release, discharge and relinquish Materialman’s Lien Release and Mechanics Release to the extent of the receipt of the sum of \$680,930.32 for any and all lien claims, debts, demands, or causes of action for said specific amount and material to the project for the period covering 01/11/2024 through 02/10/2024 The description of the project is as follows:

North Park Drive Overpass Project (T-1013)



Greg Garrison, P.E.
By: Greg Garrison, P.E.
Senior Project Manager

SUBSCRIBED AND SWORN BEFORE ME, the undersigned authority on the 19th day of February 2024

MY COMMISSION EXPIRES: 08/05/2024

Johana M H
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
Johana Hernandez
Printed Name of Notary

CSJ: COH WBS No.: N-T10000-
PROJECT: T-1013
HIGHWAY: Northpark Dr.
COUNTY: Harris

**REQUEST FOR PAYMENT OF MATERIALS ON HAND
SUMMARY PAGE**

Sheet Totals	Amount
Sheet <u>1</u> of <u>1</u>	409,654.41
Sheet _____ of _____	4,216.81
Sheet _____ of _____	
Sheet _____ of _____	
Sheet _____ of _____	
Sheet _____ of _____	
Sheet _____ of _____	
Sheet _____ of _____	
Sheet _____ of _____	
Sheet _____ of _____	
Total Value:	413,871.22
Less Previous Total Value:	495,677.62
Net Change This Estimate:	- 81,806.40

1. Materials are non-perishable and suitable for incorporation into the work.
2. All materials are stored properly to prevent deterioration, contamination or intermingling of stockpiles.
3. Paid invoices are available for review for any materials that have been presented for payment.
4. All materials are identified and set apart for this project and have not been included in a request for payment on any other Texas Department of Transportation (Department) project.
5. The signatory hereby warrants that they have the authority to execute this request.

I certify that the quantities and values shown on this request for payment are true and correct. The materials are stored on the project site, or in a Department-approved location(s), and meet all requirements of the contract.

Harper Brothers Construction

 Contractor

Josh Laney

 Name (Print or Type)

Project Manager

 Title

 2/15/2024

 Signature Date

CSJ: COH WBS No.: N-T10000-001-3
 PROJECT: T-1013
 HIGHWAY: Northpark Dr.
 COUNTY: Harris

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR Harper Brothers Construction

Estimate Period From 01/11/24 To 02/10/24

[Click on (+) to ADD items (-) to DELETE items]

Item and Description Number (0000-0000)	Material Description and Location	Unit of Meas	Received This Period	Previous Quantity On Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
SW.18	CONC BOX CULV (8 FT X 6 FT)	LF	0.0000	176.0000	0.0000	176.0000	639.0000	1,284.0000	1,750.0000	112,464.0000
SB.47	RET WALL (MSE) (VERTICAL SCHEME) (SPL) - Panels	SF	0.0000	15,079.1160	0.0000	15,079.1160	16.5000	0.0000	17,354.0000	248,805.4140
SW.47	Flapgate (60" DIAM)	EA	0.0000	1.0000	0.0000	1.0000	26,305.0000	0.0000	1.0000	26,305.0000
SB.47	RET WALL (MSE) (VERTICAL SCHEME) (SPL) - Coping - Adjacent to Flume/ Rip Rap 3"	LF	0.0000	60.0000	0.0000	60.0000	60.0000	0.0000	17,354.0000	3,600.0000
SB.47	RET WALL (MSE) (VERTICAL SCHEME) (SPL) - Coping - Adjacent to CP	LF	0.0000	420.0000	0.0000	420.0000	44.0000	0.0000	17,354.0000	18,480.0000

Sheet Total 409,654.41

Lake Houston Redevelopment Authority North Park Drive Overpass Project (T-1013)
 MBE Participation Summary

NAICS	Business	Type	Amount	Percent	Period	To date	To date	Description of Participation
			Bid		Percent			
Harper Brothers Construction			\$56,581,780.15		\$656,018.75	\$6,837,300.85	12.08%	
425120	KMA Contractors Services Inc.	WBE	\$3,659,449.00	6.47%	\$239,046.75	\$1,281,816.62	0.3503	Photos, supply RCB
238120	Mesa Rod Busters Inc	MBE	\$422,000.00	0.75%			0.0000	Install rebar
238110	Perez Construction Co.	MBE	\$105,000.00	0.19%			0.0000	Slipform curb
484220	R. Ortiz Trucking	MBE	\$1,630,500.00	2.88%	\$1,657.50	\$97,467.50	0.0598	Trucking
238110	J B Pinnacle Group, LL	DBE	\$2,556,250.00	4.52%			0.0000	Flatwork (DRWYS, SDWK)
237310	Traffic Signs & Lines, LLC	DBE	\$385,000.00	0.68%	\$15,872.90	\$27,044.90	0.0702	Barricades, PVMT MKs
332312	Ray's Threading & Fabrication LLC	MBE	\$86,000.00	0.15%			0.0000	Supply multi-piece tiebars
237310	Primate Construction, LP	DBE	\$82,500.00	0.15%			0.0000	Demo saw cut, saw & seal CONC PVMT
237310	Willow City Sign & Rail, Inc	WBE	\$75,000.00	0.13%			0.0000	CCA, MBGF
237310	GMJ Paving Company LLC	MBE	\$2,225,000.00	3.93%			0.0000	Asphalt paving (detour/bond breaker)
Additional MBE Firms								
327999	Tricon Precast	MBE			\$1,800.00	\$288,645.67		Supply RE Wall Panels, CTB
484220	Canales Trucking Inc.	MBE			\$13,475.00	\$13,475.00		Trucking
327320	Texas Concrete Enterprise Ready Mix, Inc.	MBE						Ready Mix Concrete (backup supplier)
332999	Steel Effects	WBE						Supply WFB
541690	Safety Cop LLC (TxDOT)	DBE			\$4,239.00	\$31,344.00		Law Enforcement

19.84%

\$1,739,793.69

Todate Participation
 Project Goal

3.07%
 20.00%

Greg Garrison, P.E.

2/15/2024

SINGLE SHEET OF PLAIN
COLORED PAPER

UP Real Estate Project No. 0754430

PUBLIC HIGHWAY OVERPASS AGREEMENT

Northpark Drive
975517U
22.13 – Lufkin Subdivision
Porter, Montgomery County, State of Texas

THIS AGREEMENT ("Agreement") is made and entered into as of March 31, 2023 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF HOUSTON**, a municipal corporation or political subdivision of the State of Texas to be addressed at 611 Walker Street, Houston, Texas 77002 ("Political Body").

RECITALS:

The Political Body desires to undertake as its project (the "Project") the construction of a new grade separated overpass structure (the "Structure") that will carry vehicular traffic traversing on Northpark Drive over Railroad's track(s) at Railroad's Milepost 22.13, DOT Number 975517U on Railroad's Lufkin Subdivision at or near Porter, Montgomery County, Texas (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A** and the Political Body's type, size and location prints of the Structure marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof.

The Railroad, County, and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **SIXTY EIGHT THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS (\$68,625.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Structure over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690

Omaha, NE 68179-1690
UP File Project No. 0754430

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated November 12, 2022, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Seventy-Five Thousand Dollars (\$75,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad an electronic set of reproducible "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not

commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 12. CONDITIONS TO BE MET BEFORE
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Political Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____

Printed Name: _____

Title: _____

CITY OF HOUSTON, TEXAS

ATTEST/SEAL:

CITY OF HOUSTON

City Secretary

By _____
Mayor

APPROVED:

COUNTERSIGNED:

Director, Houston Public Works

City Controller

APPROVED AS TO FORM:

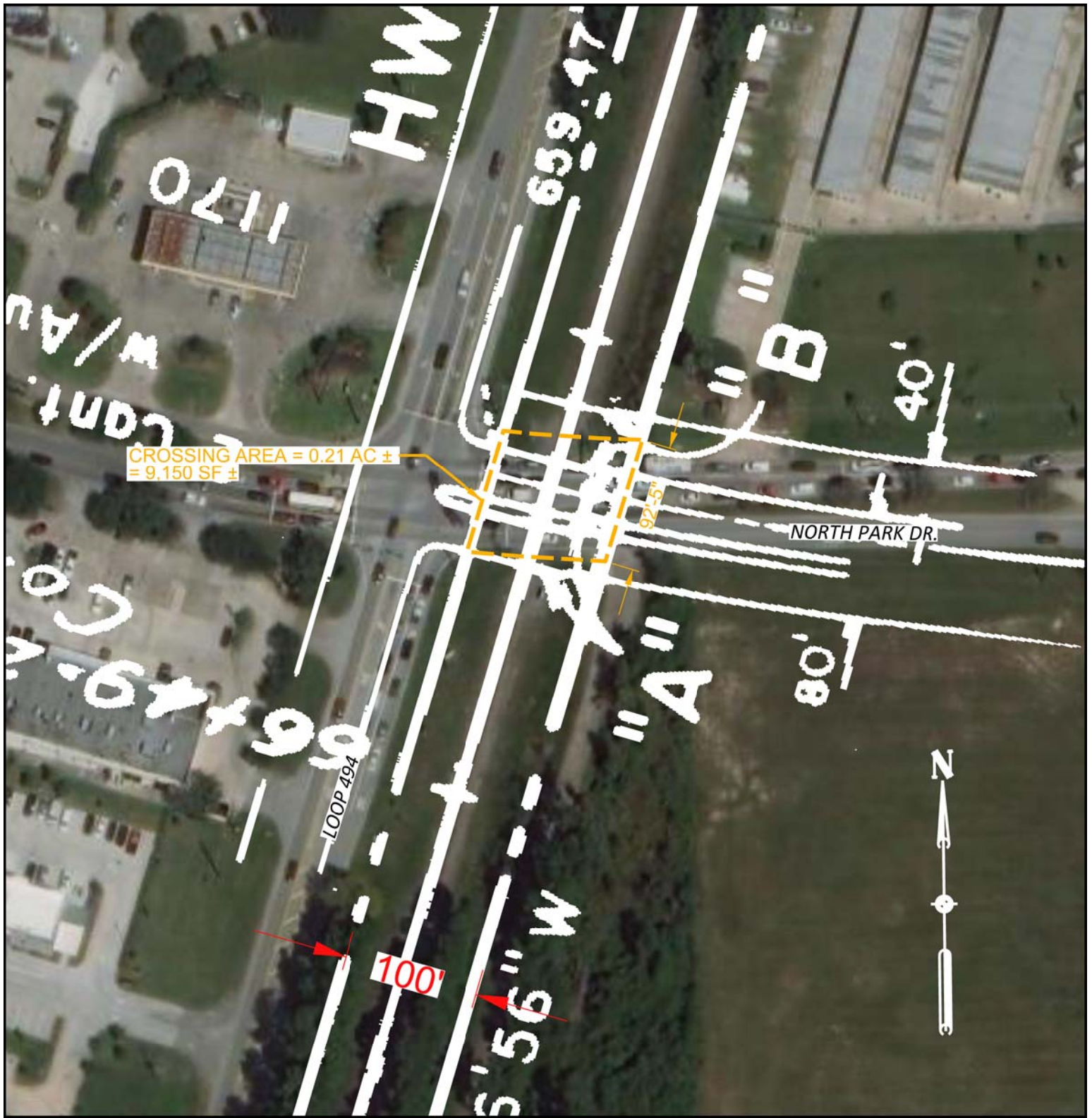
DATE COUNTERSIGNED:

Senior Assistant City Attorney

HPW Tracking #

**EXHIBIT A
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals).



CROSSING AREA = 0.21 AC ±
= 9,150 SF ±

NORTH PARK DR.

LOOP 494

100'



LEGEND:

- CROSSING AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PORTER, MONTGOMERY COUNTY, TX

M.P. 22.13 - LUFKIN SUB.

MAP HEWT TX V-2 / 6

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 4/3/2023

RRM FILE: 07544-30

CADD FILENAME	0754430.DGN
SCAN FILENAME	0754430_TXV20006.TIF

**EXHIBIT A-1
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A-1 will be the type, size and location prints of the Structure (see Recitals).

NOTE:

- FOR GENERAL NOTES, SEE SHEET 1 OF 3.
- COORDINATE ALL WORK IN RAILROAD ROW WITH UPRR CONTACT. ROOKE JACKSON AT 682-274-3898
- CONTACT UPRR: CALL BEFORE YOU DIG (CBYD) 1-800-451-4242 PRIOR TO CONSTRUCTION WITHIN THE UPRR ROW.
- CONTRACTOR MUST PROVIDE A WROUGHT-IRON DISTRICTS AESTHETIC REQUIREMENTS. CONTRACTOR MUST DESIGN FENCE ATTACHMENTS TO SSTR. FENCE WEIGHT SHALL NOT EXCEED 60 LB/LF. FENCE MUST BE DESIGNED IN ACCORDANCE WITH UPRR-BNSF GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECTS, SPECIFICALLY:
 - TO FURNISH MINIMUM COMBINED HEIGHT OF FENCE
 - OPENING SHALL NOT EXCEED 3 INCHES.

CONTRACTOR MUST SUBMIT SIGNED AND SEALED SHOP DRAWINGS FOR WROUGHT-IRON ORNAMENTAL FENCE AND FENCE ATTACHMENT TO SSTR FOR ENGINEER'S APPROVAL.

SOIL BORING B-BRG-03
STA 30+06.79
16.42 FT

DATE: 4/1/2021
SCALE: 1"=40'

REVISIONS BY DATE

HNTB
THE HNTB Companies
10000 North Loop West, Suite 200
Houston, Texas 77037

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

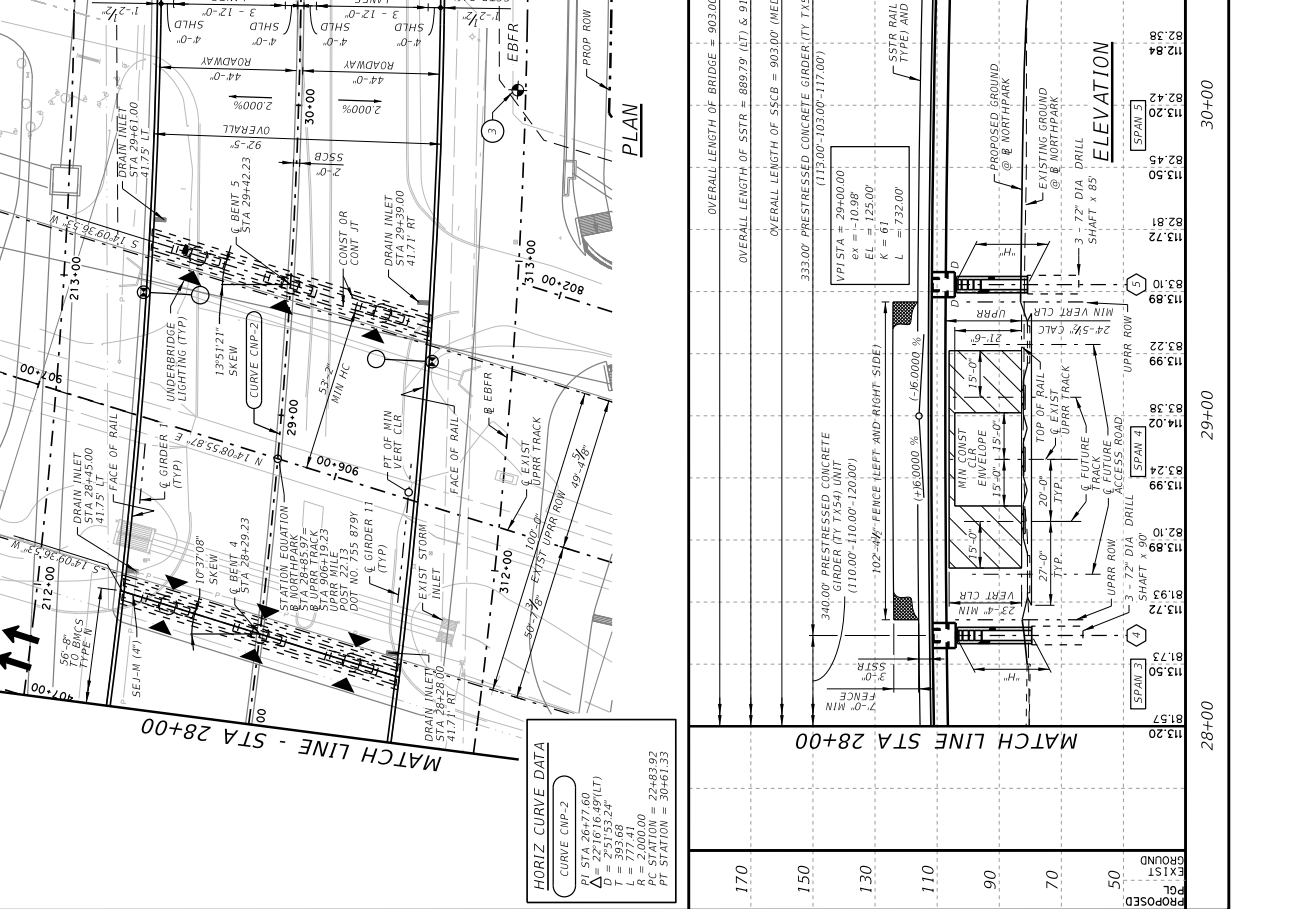
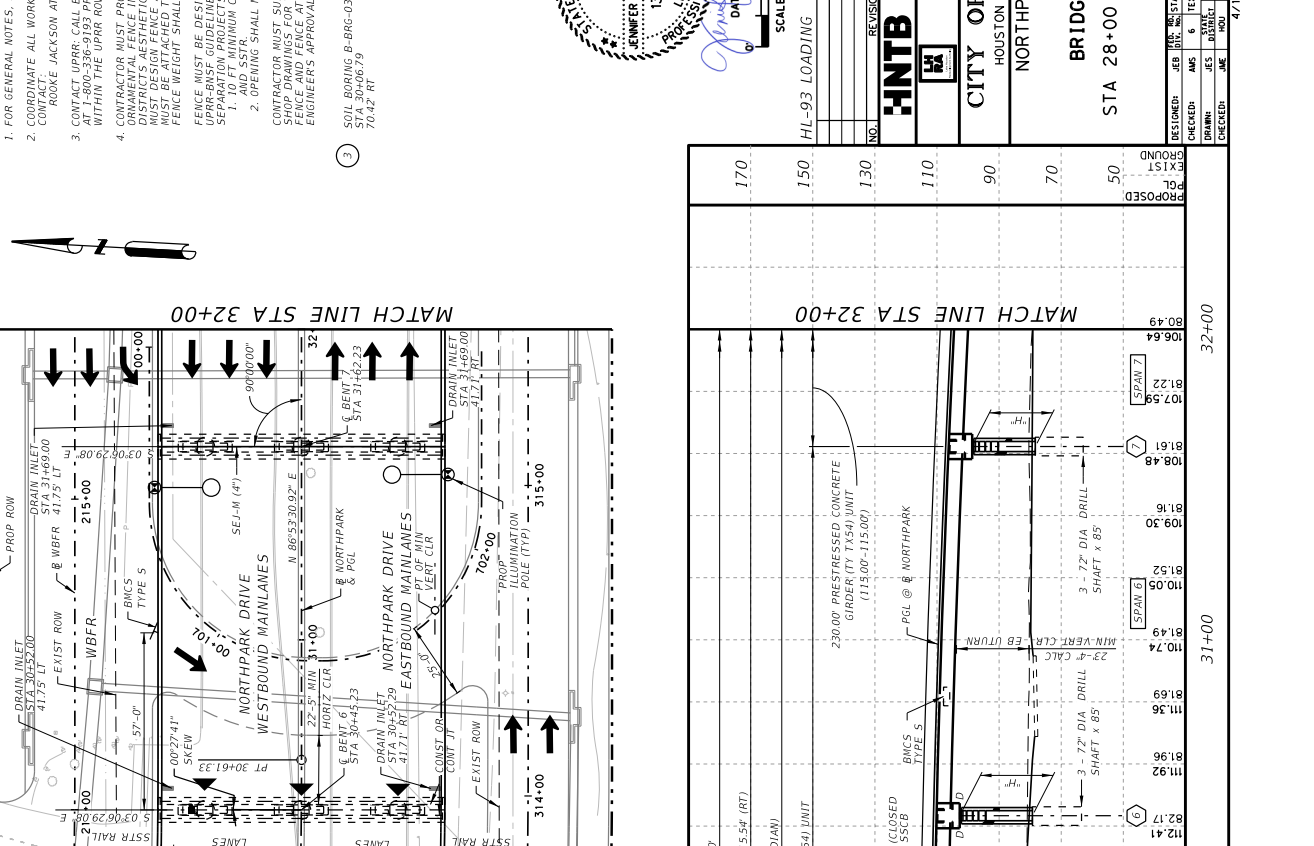
DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

CITY OF HOUSTON
HOUSTON PUBLIC WORKS
NORTH PARK DRIVE

BRIDGE LAYOUT
STA 28+00 TO STA 32+00

DESIGNED: JES
CHECKED: JES
DRAWN: JES
DATE: 4/1/2021

HORIZ CURVE DATA
CURVE CMP-2
PI STA = 26+477.60
D = 25+153.24' (LT)
T = 392.68
R = 2,000.00
PC STATION = 22+83.92
PT STATION = 30+61.33



HL-93 LOADING

44-461-21 PM 4/17/2021

**EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 -RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 -MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 -SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on

Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. Flagging.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment

of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either

natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right-of-way for construction of a new overpass. This includes project/construction management, agency coordination, and engineering review of required construction submittals. All necessary railroad services will be billed at actual cost.

DATE:

11/12/2022

LOCATION:

MONTGOMERY COUNTY

DOT: 975517U

SUBDIVISION:

LUFKIN SUB

MILEPOST:

22.13

STATE:

TX

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management/Admin	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
Construction Submittal Review	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000
Construction Management & Inspections	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ 50,000
Final Inspection	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
TOTAL PROJECT:	\$ 75,000	\$ -	\$ -	\$ 75,000	\$75,000

TOTAL ESTIMATED COST:

\$75,000

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: Lake Houston Redevelopment Agency

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number _____ covering the construction of a new grade separated public highway overpass

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

James Smith
936-727-1545
jasmith@benesch.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Heath Daniel Landrum
402-501-3542
hdlandru@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the

Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site.

The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
 - 1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 - 2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as Exhibit E, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in

advance of any work. The written request must include:

1. Description of work to be done.
2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amount of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm>. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.5) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be

submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.
- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than fifteen feet (15') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' - 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS; CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial

design phase of the Project.

- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1,400 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Project No. 0754430

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

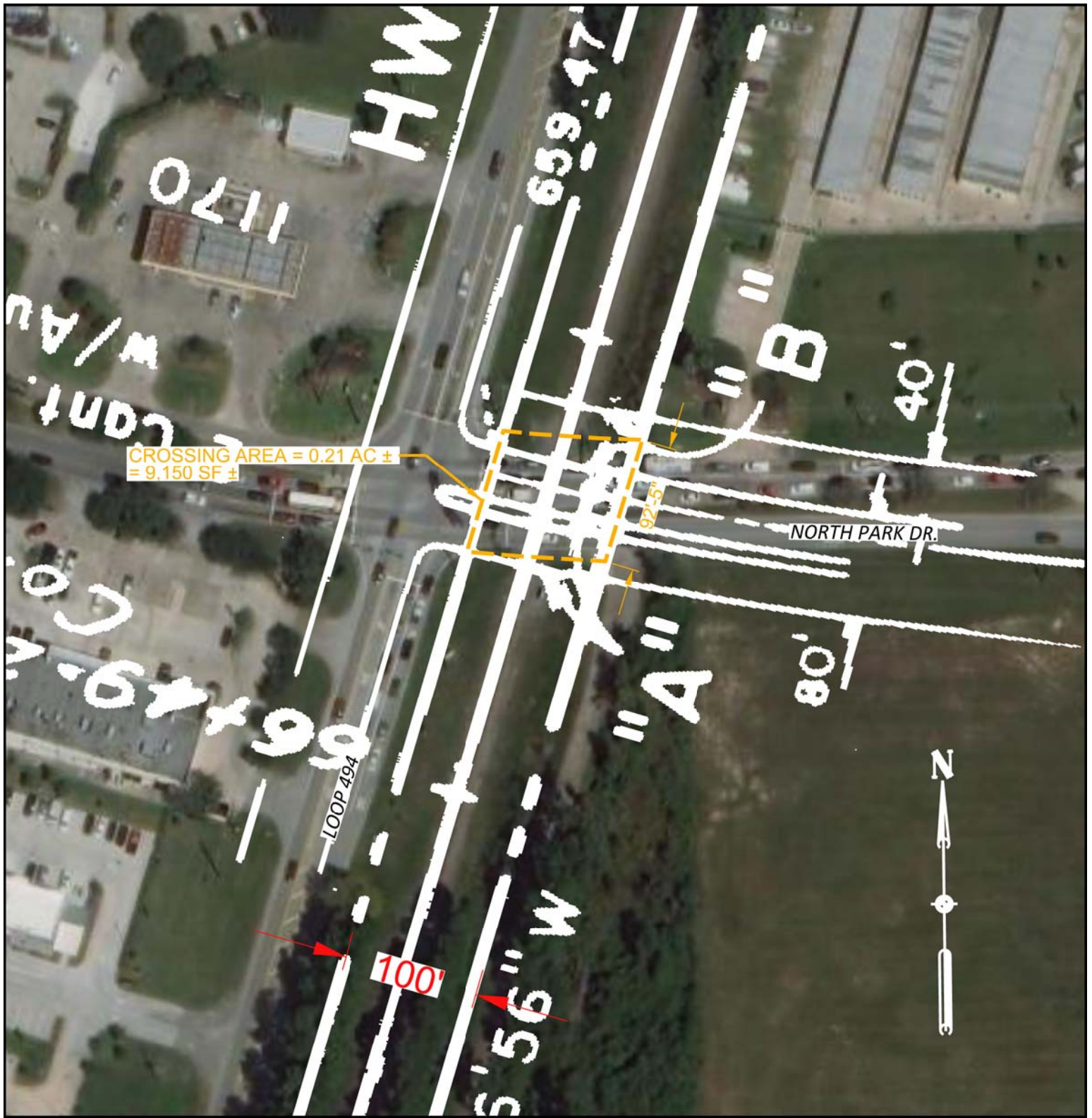
Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



CROSSING AREA = 0.21 AC ±
= 9,150 SF ±

NORTH PARK DR.

LOOP 494

100'



LEGEND:

- CROSSING AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PORTER, MONTGOMERY COUNTY, TX

M.P. 22.13 - LUFKIN SUB.

MAP HEWT TX V-2 / 6

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 4/3/2023

RRM FILE: 07544-30

CADD FILENAME	0754430.DGN
SCAN FILENAME	0754430_TXV20006.TIF

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

TAB

5A

MARRS ELLIS & HODGE LLP

809 WEST 12TH STREET

AUSTIN, TEXAS 78701

MAIN: 512.215.4078 | FAX: 512.628.7169

February 19, 2024

J. Mark Breeding
Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, Texas 77002

Via Email mbreeding@andrewskurth.com

Re: City of Houston vs. Verona Investments, Chick-fil- A, Inc. c/o Northpark Drive 03258- Water Line Damage and Associated Costs

Dear Mr. Breeding:

I am writing to notify you that the City's contractor damaged the water line that services the Chick-fil-A at 195 Northpark Drive in Kingwood. Chick-fil-A first became aware the pipe was broken on Friday, February 2, 2024, when the water stopped working in the restaurant. Due to ongoing leaks since that time, as well as the extremely high irrigation water bill Chick-fil-A received for January, we now believe the City's contractor has hit the line repeatedly, and attempted to repair it, without informing Chick-fil-A.

As you are aware, that property is the subject of a Right of Entry and Possession and Use Agreement between your client, the City of Houston, my client, Chick-fil-A (tenant on the property), and Verona Investments H, LLC (owner of the property) for the purpose of the Northpark Drive project. Relevant to the water line damage, the following occurred:

Friday, February 2, 2024: Around 11:30 a.m., there was no water to the Chick-fil-A for about 30 minutes, and then the water was back on but ran brown for another approximate 30 minutes. The CFA onsite maintenance director approached employees of City contractor Harper Brothers Construction, who were working outside the restaurant. The Harper Brothers employees reported they had broken the pipe and were fixing it.

Wednesday, February 7, 2024: The City of Houston water department called CFA to report that CFA's landscaping meter was abnormally high (meter 4328-6727-3026). I enclose with this letter a copy of the invoice for that meter, which invoice ends almost a week before CFA became aware there was damage to the water line when the water into the restaurant stopped flowing. That invoice shows the landscaping usage went from 6,000 gallons in December (cost of \$85.06) to 381,000 gallons in January, for the period that ended January 27th (cost of \$4,716.31). Upon receiving that invoice, and having been notified by the water department of the abnormally high usage, it has become clear there is an ongoing problem with the contractor hitting the line repeatedly and/or not adequately repairing it, all while never informing Chick-fil-A.

Monday, February 12, 2024: Harper Brothers project manager Josh Laney and superintendent Robert Akuna met with CFA employees/representatives on site. Mr. Akuna stated his team had “come across” a leak and fixed it, but did not take responsibility for it.

Thursday, February 15, 2024: The Chick-fil-A operator at the subject location reported the line continues to leak. He believes the City’s contractor is repeatedly hitting the line without informing Chick-fil-A.

Not only was the water off, and then brown, during a crucial time for the restaurant on a Friday during the noon hour, but now Chick-fil-A also has abnormally high water usage and charges from the irrigation meter. Further, there is concern the contractor is not being careful enough, and then denying responsibility. CFA requests the City notify its contractor(s) of the duty to not interfere with operation of the Chick-fil-A (paragraph 10 of the Possession and Use Agreement). CFA also requests the City revise the invoice for the enclosed water bill, to reflect the water usage was caused by the City’s own contractor damaging the line, and that the City proactively revise February’s water invoice on this meter, if appropriate, to reflect the same. Chick-fil-A further reserves the right to pursue any and all legal remedies, including for breach of the PUA and as part of its compensation related to the acquisition by the City of a portion of the subject property for the Northpark Drive project.

Thank you for your attention to this matter. Please feel free to give me a call if you have any questions. (512) 215-4078.

Sincerely,

MARRS ELLIS & HODGE LLP



Sumer Shelton
sshelton@mehlaw.com



City of Houston

Utility Bill

713.371.1400
www.houstonwater.org

STAGE 1 VOLUNTARY WATERING RESTRICTIONS IN EFFECT

Limit outdoor watering to twice per week or less between the hours of 7 PM to 5 AM. Even-ending addresses: SUN and THUR; Odd-ending addresses: SAT and WED; All others: TUE and FRI. For more information, visit: www.houstonpublicworks.org/current-watering-restrictions

Customer Name: CHICK FIL A - ZACK DERELIOGLU
Account Number: 4328-6727-3026
Service Address: 195 NORTH PARK 1/2 DR
Bill Date: 2/7/2024
Total Amount Due: \$4,716.31

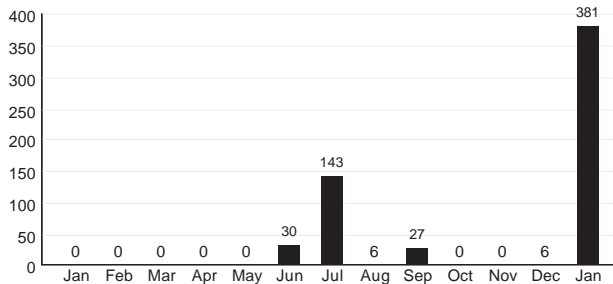
Billing Period

Previous Read Date 12/27/2023
Current Read Date 1/27/2024
Previous Meter Reading 1731
Current Meter Reading 2112

Summary of Charges

Previous Balance \$85.06
Payment - Thank You \$85.06
Adjustments \$0.00
Current Charges \$4,716.31
Total Amount Due \$4,716.31

Irrigation Meter Consumption (per 1,000 gal.)



To avoid late fees or service interruption, please pay Total Amount Due by 2/28/2024.

- * If you have a question about your bill or want to make a payment: 713-371-1400
- * City Leaks and other City Services: 713-837-0311
- * Thank you for your pledge or contribution to the W.A.T.E.R. fund. Check the "\$1 Gift" box below to include an extra dollar with your payment, or visit www.houstonwater.org to make a contribution.

Account Number: 4328-6727-3026

Return this portion with payment. Write account number on all checks.
Payable to: CITY OF HOUSTON

TOTAL AMOUNT DUE:	\$4,716.31
Amount Paid:	
Due Date:	2/28/2024
Amount After 2/28/2024	\$5,187.94

\$1 Gift to W.A.T.E.R. Fund

HOU020848001106



CHICK FIL A - ZACK DERELIOGLU
195 NORTH PARK 1/2 DR
KINGWOOD TX 77339-0000



CITY OF HOUSTON
PO BOX 1560
HOUSTON TX 77251-1560

1560432867273026000047163100005187941



City of Houston

Utility Bill

713.371.1400
www.houstonwater.org

Detailed Meter Usage

Meter Type	Meter Number	Meter Size (Inches)	Previous Reading	Current Reading	Gallons in Thousands	Read Date
IRRIGATION	14396797-BA-1.000	1	1731	2112	381	1/27/2024

Payments Received	Adjustments	Current Charges
1/2/2024 \$85.06		Irrigation Consumption Charge \$4,705.35 Irrigation Base Charge \$10.96

If you feel that you have been incorrectly billed for water or sewer services, you have the right to dispute the charges. You must file within 90 days from the date of the first disputed bill to request an administrative review or hearing. Please visit our website at www.houstonwater.org for a complete list of non-disputable items. If you are waiting for a decision on a bill adjustment, you must continue to pay your current bill(s) while awaiting resolution of your adjustment to avoid interruption of your service, additional penalties, and/or late fees. **In the event service is disconnected for non-payment, service may not be reinstated for one to two business days after the account has been paid in full or satisfactory arrangements have been made.**

If your services are in danger of termination because you cannot pay, you may be eligible for assistance from the W.A.T.E.R. Fund. Proof of income is required and assistance is subject to availability of funds.

Your drainage charge is calculated on the impervious surface area of your property less a 1,000 square foot adjustment.

TAB

SIX

< Sec. 36-85. - Provisions cumulative.

Chapter 38 - RAILROADS >

Chapter 37 - PUBLIC UTILITIES^[1]

Footnotes:

--- (1) ---

Cross reference— Removal or destruction of utility poles or wires in connection with moving of buildings, § 10-70; posting advertising matter on utility poles, trees, traffic signs, etc. § 28-39; identification cards for utility, cable, etc. company employees, § 28-23; provisions for surveys made by public utilities, § 33-81 et seq.; railroads, Ch. 38; streets and sidewalks generally, Ch. 41; installation of street lights at expense of property owner, § 40-3; vehicles for hire, Ch. 46; water and sewers, Ch. 47.

ARTICLE I. - IN GENERAL

Sec. 37-1. - Definitions.

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Act* means the Public Utility Regulatory Act, being article 1446c of the Revised Civil Statutes of Texas, as amended.
- (2) *Director* means the director of administration and regulatory affairs or his designee(s).
- (3) *Regulatory authority* means the city council of the city.

(b) The definitions of the words and terms set forth in sections 3 and [41](#) of the Act are hereby adopted and shall apply herein with the same force and effect as if set forth in this chapter.

(Code 1968, § 38-1; Ord. No. 81-1589, § 1, 8-18-81; Ord. No. 86-528, § 19, 4-22-86; Ord. No. 08-52, § 59, 1-16-08, eff. 1-26-08)

Sec. 37-2. - Scope.

The provisions of this chapter shall not apply to any municipally-owned public utility of the city.

(Code 1968, § 38-2; Ord. No. 81-1589, § 1, 8-18-81)

Sec. 37-3. - Public utility improvements on city property.

- (a) It shall be unlawful for any public utility or public service company or corporation, its officers, agents or employees to make, construct or install any character of improvements, changes or new service along, upon, under or through the streets or public property of the city without first having obtained written consent therefor from the city council.
- (b) Any public utility or public service company must within thirty (30) calendar days after receipt of written request therefor by the city relocate any of its facilities situated within any street or other public right-of-way or property at no expense to the city where reasonable and necessary to accommodate street widening, water and/or sewer service installation or other improvement projects and maintenance work of the city, its agents and contractors.

(Code 1968, § 38-3; Ord. No. 81-1589, § 1, 8-18-81)

Sec. 37-4. - Street lighting.

⋮

Any person having a franchise to furnish and distribute electrical energy for domestic and commercial uses within the city shall, when ordered by the city council so to do, furnish, install, operate and maintain, at its own cost, street lights of a candle power and general character, at designated locations, and charge the city therefor at schedules as agreed upon. Bills for the same shall be payable monthly in equal installments. Such street lights need not be installed, maintained and operated until the city and the person supplying same have reached an agreement as to service terms for the provision thereof and the charges to be paid therefor by the city.

(Code 1968, § 38-4; Ord. No. 81-1589, § 1, 8-18-81)

Sec. 37-5. - Installations to be made subject to ordinances.

⋮

All electrical installations, whether for arc lights, commercial lighting or power service, shall be made subject to all of the ordinances of the city which may now exist or which may hereafter be adopted.

(Code 1968, § 38-5; Ord. No. 81-1589, § 1, 8-18-81)

Sec. 37-6. - Uniform accounts.

⋮

Every electric utility and water and/or sewer utility shall keep uniform accounts as prescribed from time to time by the Texas Public Utility Commission. Every gas utility shall keep uniform accounts as prescribed from time to time by the Texas Railroad Commission.

(Code 1968, § 38-6; Ord. No. 81-1589, § 1, 8-18-81)

Sec. 37-7. - Copies of rate schedules.

⋮

location information, the city will notify the contact person of the request in writing. If the owner elects to protect the location information from disclosure, the owner shall immediately notify the city and submit to the Texas Attorney General a brief that: (1) identifies the legal exceptions that apply; (2) identifies the specific parts of each document that are covered by each exception; and (3) explains why each exception applies. The city shall have no obligation or duty to submit any argument or brief to the Texas Attorney General on behalf of the owner.

(Ord. No. 05-371, § 2, 4-13-05)

Sec. 40-393. - Relocation required.

⋮

- (a) Whenever the city engineer determines, in the exercise of sound engineering judgment, that a facility should be relocated for the accomplishment of a public works project, the owner of the facility shall relocate the facility at the owner's sole expense in accordance with this article. In the event that an owner's failure to timely relocate a facility in accordance with this article causes the city to incur expenses, damages or losses, including loss of grant funds, for any resulting delay, the owner of the facility shall be responsible for the city's expenses, damages or losses.
- (b) It shall be the policy of the city to design public works projects to minimize the relocation of facilities, but the city shall not be obligated to design a public works project to avoid facility relocation and the determination of the city engineer of the appropriate design of the public works project shall be final.

(Ord. No. 05-371, § 2, 4-13-05)

Sec. 40-394. - Notice of annual adopted capital improvement plan.

⋮

The city engineer shall provide notice of the passage of the annual adopted capital improvement plan for the city within 60 days of its passage by the city council. Notice shall be given by first class letter deposited into the United States postal service to the person and at the address on file with the city pursuant to [section 40-392](#) of this Code and shall identify the location on the city's website or provide notice of other locations where the adopted capital improvements plan can be reviewed.

(Ord. No. 05-371, § 2, 4-13-05)

Sec. 40-395. - City engineer's preliminary notice.

⋮

When during the design of a public works project the city engineer, based on information then available to him, determines that the presence of a facility in a public right-of-way may interfere with a public works project so that the relocation of the facility may be necessary, the city engineer shall provide the owner of the facility written notice of the planned public works project and the potential for relocation. The city engineer shall make this determination as soon as practicable, but no later than a

From: [Wurdlow, David - HPW](#)
To: [Garcia, Brian](#)
Cc: [Carpenter, Wade](#); [Henderson, John](#); [Golshan, Shapoor - HPW](#); [HadjiGeorge, Nicholas - ARA](#); [Sabzevari, Mohammad - HPW](#); [Chang, YuShan - LGL](#)
Subject: Re: Utility Relocation Notification Letter - Northpark Drive Overpass & Widening Project

Mr. Garcia,

Thank you for the response provided to our Feb 6th letter notifying Entergy of the time-sensitive need to relocate utilities along Northpark Drive between SL 494 and Russell Palmer Rd.

As you are aware, there has been considerable communication between the City's agents and Entergy representatives on the need for these relocations dating back over four years. Notably, the engineer engaged by Entergy on this matter made assurances to the Lake Houston Redevelopment Authority (LHRA) on Dec 1, 2023 that on-site performance of the overhead relocation work and temporary tie would be underway by February. This assurance was confirmed on Jan 16, 2024 with communication that the work would be "in construction's hands in 3-4 weeks in that area."

The schedule provided in your February 16, 2024 response outlines a 13-week timeline to completion of Entergy's performance of this work, a 6+ week deviation that will impose delay costs on the City and its agents that were avoidable and may be recoverable from Entergy pursuant to Chapter 40, Article XVIII, Sec. 40-393 of the City's Code of Ordinances.

We agree that a face-to-face meeting scheduled as soon as possible is the appropriate next step to resolving these concerns and securing expedited completion of the overhead relocation work that is imposing a costly delay on the City's agents and contractors.

We propose a meeting between the parties be held Wed. March 6 at 4pm, to be held at 611 Walker St, Houston TX 77002. Please confirm your availability so we may send a calendar invite for this meeting.

Sincerely,

David Wurdlow

Assistant Director

City of Houston | Houston Public Works

832.395.2054 | Cell 832.808.6648

From: Garcia, Brian <bgarcia@entergy.com>

Sent: Friday, February 16, 2024 5:49 PM

To: Wurdlow, David - HPW <David.Wurdlow@houstontx.gov>

Cc: Carpenter, Wade <ecarpe2@entergy.com>; Henderson, John <jhende6@entergy.com>; Golshan,

Shapoor - HPW <Shapoor.Golshan@houstontx.gov>; Smith, Richard -- HPW
<Richard.Smith2@houstontx.gov>; Hadjigeorge, Nicholas - ARA
<Nicholas.Hadjigeorge@houstontx.gov>

Subject: RE: Utility Relocation Notification Letter - Northpark Drive Overpass & Widening Project

[This message came from outside the City of Houston email system. Please be careful while clicking links, opening attachments, or replying to this email.]

Mr. Wurdlow,

Thank you for your letter. Entergy is committed to seeing this project through in an expeditious manner, as well. Going forward, please feel free to reach out to me as your main point of contact for Entergy as I am the customer service manager in the area and well positioned to make sure that this project continues to move forward in a manner that is satisfactory to all parties.

I have met with our engineering and construction teams, and based on the man hours and the scope of this project , our proposed schedule is as follows:

Short version:

- Phase 1 should be complete in 13 weeks from Monday.
- Phase 2 should complete in 22 weeks once handed off to construction after the pending items are completed.

Breakdown:

- Engineering-Design/Approvals: 2 weeks
- Preconstruction activities: 6 Weeks
 - 1st phase with tie, East Portion: 5 weeks

- WO 45106552 OH East – 607MH
- WO 45110977 UG Installs – 163MH

Phase 1 complete in 13 weeks from 2/19 pending no weather related events

- Preconstruction activities: 6 weeks

2nd phase with bore work West Portion: 15-16 weeks (REIMBURSEMENT AGREEMENT MUST BE IN PLACE TO START CONSTRUCTION)

- WO 4511530 OH West – 290MH
- WO 45109471 Bore – 1068MH
- Steel Encasement – 3.5 weeks
- WO 45119804 Pull – 537MH

Pending items:

- Acquiring new easement to replace old easement
 - Could be 6 months or more if condemnation occurs
 - Property owners have been contacted or mailed info
 - IOLs still pending.
- TxDoT permit – pending approval
- Construction must ensure they have proper railway safety courses/certification

Again, I appreciate your team's patience and please let me know if any additional details are needed.

This is my team's preliminary outline of the project as we see it today, but I'm sure that as we meet in person we can find ways to improve our understanding of the project and give further insight to any questions that may result.

Thanks,

Brian Garcia

Customer Service Manager, East Montgomery, Liberty, & Polk Counties

Entergy Texas, Inc.

(o) 281-297-2211 | (c) 409-659-0936 | bgarcia@entergy.com

21001 Eastex Freeway Service Rd. New Caney, TX 77357



From: Wurdlow, David - HPW <David.Wurdlow@houstontx.gov>

Sent: Tuesday, February 06, 2024 3:33 PM

To: Garcia, Brian <bgarcia@entergy.com>

Cc: Carpenter, Wade <ecarpe2@entergy.com>; LEE, WALTER E <wlee@entergy.com>; Golshan, Shapoor - HPW <Shapoor.Golshan@houstontx.gov>; Smith, Richard -- HPW <Richard.Smith2@houstontx.gov>; Hadjigeorge, Nicholas - ARA <Nicholas.Hadjigeorge@houstontx.gov>

Subject: Utility Relocation Notification Letter - Northpark Drive Overpass & Widening Project

Some people who received this message don't often get email from david.wurdlow@houstontx.gov. [Learn why this is important](#)

EXTERNAL SENDER. DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password.

Mr. Garcia,

Please see the attached communication from the City of Houston regarding some of the utility relocations required for the City's Northpark Drive overpass and widening project.

We look forward to working with you to successfully resolve this matter.

Best,

David Wurdlow

Assistant Director

City of Houston | Houston Public Works

832.395.2054 | Cell 832.808.6648

This message is intended for the exclusive use of the intended addressee. If you have received this message in error or are not the intended addressee or his or her authorized agent, please notify me immediately by e-mail, discard any paper copies and delete all electronic files of this message.

NORTHPARK DRIVE UTILITY RELOCATIONS

Location: 611 Walker St, Houston TX 77002 - PWE Conf. Rm. 15-B
Date: March 6, 2024
Time: 4 PM
Attendees: See Attachment 1

AGENDA

I. OPENING REMARKS

- a. Entergy Texas / City of Houston
- b. Introductions
- c. Project Update

II. TIMELINE

- a. Current state of timeline (attachment 2)
- b. East / West

III. EASEMENT

- a. Reason for necessity
- b. Status

IV. PROJECT COSTS

- a. Review of initial estimate and updates
- b. Typical project methodology

V. CONCLUSION

- a. Communication moving forward
 - i. Point of contact
 - ii. Meeting cadence

NOTES:

NORTHPARK DRIVE UTILITY RELOCATIONS

Entergy Texas, Inc.		City of Houston / LHRA	
Name	Title	Name	Title
Brian Garcia	Customer Service Mgr.	David Wurdlow	Assistant Director, HPW
Wade Carpenter	Asst. General Counsel	Ralph De Leon	
Bernard Henderson	Reg. Mgr. Engineering	Joel Salinas	
Joe Szwelnis	DOT Projects Supv.	Michael Bender	
Allegra Ellis	Mgr., Work Mgmt.	Patrick Nguyen	
Eric Lee	Mgr., Construction	Shapoor Golshan	
Daniel Teller	Supv., Construction	YuShan Chang	
		Mohammad Sabzevari	
		Elijah Williams	
		Brian Crimmins	
		Gwendolyn Tillotson-Bell	
		Jennifer Curley	
		Steve Peik	
		Julia Ossemi-Seied	

NORTHPARK DRIVE UTILITY RELOCATIONS

Proposed Timeline

Summary:

- Phase 1 should be complete in 13 weeks from Monday.
- Phase 2 should complete in 22 weeks once handed off to construction after the pending items are completed.

Detail:

- Engineering-Design/Approvals: 2 weeks
- Preconstruction activities: 6 Weeks
 - 1st phase with tie, East Portion: 5 weeks
 - WO 45106552 OH East – 607MH
 - WO 45110977 UG Installs – 163MH

Phase 1 complete in 13 weeks from 2/19 pending no weather related events

- Preconstruction activities: 6 weeks
 - 2nd phase with bore work West Portion: 15-16 weeks **(REIMBURSEMENT AGREEMENT MUST BE IN PLACE TO START CONSTRUCTION)**
 - WO 4511530 OH West – 290MH
 - WO 45109471 Bore – 1068MH
 - Steel Encasement – 3.5 weeks
 - WO 45119804 Pull – 537MH

Pending items:

- Acquiring new easement to replace old easement
 - Could be 6 months or more if condemnation occurs
 - Property owners have been contacted or mailed info
 - IOLs still pending.
- TxDOT permit – pending approval
- Construction must ensure they have proper railway safety courses/certification

From: [Joe Szwelnis](#)
To: [Steve Peik](#)
Cc: [Gizelle Hortaleza](#)
Subject: RE: Northpark Dr. Entergy status update
Date: Tuesday, January 16, 2024 3:00:14 PM
Attachments: [image005.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image022.png](#)
[image023.png](#)

External Email: Use caution when clicking on links, replying, or opening attachments.

Steve,

The additional tie point that was requested required additional design work. We're planning to send to Entergy engineering for approval this week if possible. It could be in construction's hands in 3-4 weeks in that area.

Thanks,

Joe Szwelnis

M&S Engineering

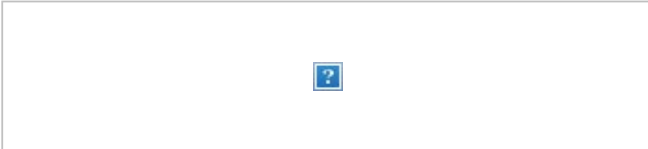
DOT Projects Supervisor

2204 Timberloch, Ste. 228, The Woodlands, TX 77380

Office: 830.228.5446 • **NEW DIRECT:** 281.542.8191 • Mobile: 412.849.8437

TxEng Firm #F-1394 - TBPELS Firm #10169800 - LA EF-6198 | MS E-27675 | AR F-3473

www.MSENGR.com



From: Steve Peik <speik@HNTB.com>
Sent: Tuesday, January 16, 2024 10:32 AM
To: Joe Szwelnis <jszwelnis@msengr.com>
Cc: Gizelle Hortaleza <ghortaleza@imsengineers.com>
Subject: RE: Northpark Dr. Entergy status update

Joe: just checking in to see if the poles we discussed to be relocated (east of the UPRR tracks) were still on schedule to be moved in February?

Steve Peik, PE

Sr. Construction Manager

Cell (281) 745-0808

HNTB CORPORATION

1301 Fannin St. STE 2100

Houston, Texas 77002

www.hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS



From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Wednesday, December 13, 2023 1:52 PM
To: Steve Peik <speik@HNTB.com>
Cc: Joel Salinas <jsalinas@HNTB.com>; Josh Laney <Josh.Laney@harperbro.com>
Subject: Re: Northpark Dr. Entergy status update

Steve,

The Entergy software doesn't contain that info, unfortunately. Typically it requires a site visit and locating the tags of the comma owners.

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From: Steve Peik <speik@HNTB.com>
Sent: Wednesday, December 13, 2023 11:01:31 AM
To: Joe Szwelnis <jszwelnis@msengr.com>
Cc: Joel Salinas <jsalinas@HNTB.com>; Josh Laney <Josh.Laney@harperbro.com>
Subject: RE: Northpark Dr. Entergy status update

Do you know which COMM companies are on those lines? We are in contact with all of them for underground issues and it appears that two of the existing lines on the current poles are aerial and underground. We (Josh and I) would like to be able to give them a heads up on the poles moving, but we aren't 100% sure which utility company is on the poles.

Steve Peik, PE
Sr. Construction Manager
Cell (281) 745-0808

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From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Wednesday, December 13, 2023 7:22 AM
To: Steve Peik <speik@HNTB.com>
Cc: Joel Salinas <jsalinas@HNTB.com>; Josh Laney <Josh.Laney@harperbro.com>
Subject: Re: Northpark Dr. Entergy status update

Steve,

We would not have reached out to the comms companies. At the time of relocation, we submit an NJUNs tickets to notify that poles have been topped and required relocation.

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From: Steve Peik <speik@HNTB.com>

Sent: Tuesday, December 12, 2023 4:29:19 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Cc: Joel Salinas <jsalinas@HNTB.com>; Josh Laney <Josh.Laney@harperbro.com>
Subject: RE: Northpark Dr. Entergy status update

Joe: have the private fiber/phone/cable utilities that are currently attached to the Entergy poles been notified that these poles will be relocated?

Steve Peik, PE
Sr. Construction Manager
Cell (281) 745-0808

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From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Monday, October 16, 2023 2:41 PM
To: Joel Salinas <jsalinas@HNTB.com>
Cc: Steve Peik <speik@HNTB.com>
Subject: RE: Northpark Dr. Entergy status update

Joel,

I have sent the question to Entergy as to whether this job would be ok to send to construction for just the part on the east side of the RR tracks. I'm waiting to hear back but, it is likely the whole job will be sent as one construction package once complete.

Thanks,

Joe Szwelnis

M&S Engineering

DOT Projects Supervisor

2204 Timberloch, Ste. 228, The Woodlands, TX 77380
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From: Joel Salinas <jsalinas@HNTB.com>
Sent: Monday, October 16, 2023 12:03 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Cc: Steve Peik <speik@HNTB.com>
Subject: RE: Northpark Dr. Entergy status update

Joe,

Following up on this email I sent on Friday.

Thanks,
Joel S.

From: Joel Salinas
Sent: Friday, October 13, 2023 11:20 AM
To: Joe Szwelnis <jszwelnis@msengr.com>
Cc: Steve Peik <speik@HNTB.com>
Subject: RE: Northpark Dr. Entergy status update

Hi Joe. It's been a while.

As you may already know, Northpark Drive started construction back in early July and the contractor is moving swiftly through Phase 1 construction, which is primarily construction east of Loop 494/UPRR crossing.

The contractor started construction of the storm sewer at the outfall on Kingwood Diversion ditch (east end of project) and is working his way west towards Loop 494. There are some Entergy overhead lines that you had identified to be relocated from their existing location to the new ROW line on the north side. See image below for location (blue line).

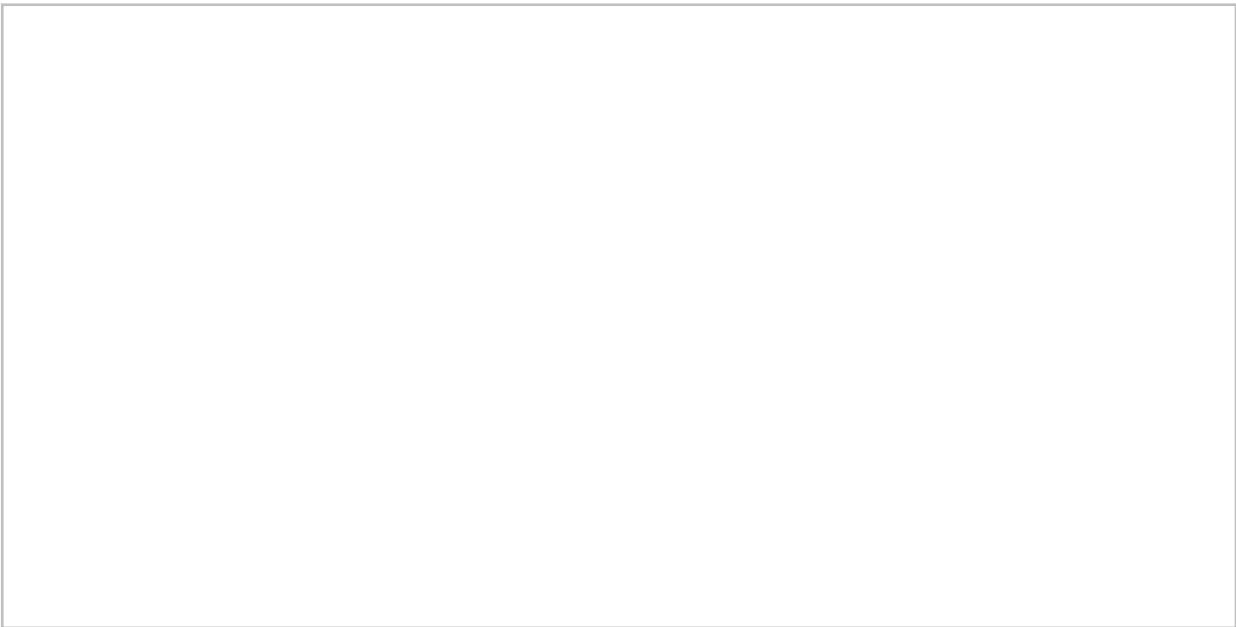
I believe this portion of the relocation was deemed to be non-reimbursable and didn't think this was part of the agreement that was drafted a few months ago and was undergoing attorney reviews.

With that said, can you please provide a status of this relocation and associated timeline?

We would be happy to jump on a call to talk through this relocation. This relocation is critical to our contractor as he needs to construct temporary pavement as part of the construction phasing and the existing poles are in conflict.

Please let me know when you are available for a quick call to catch up on this matter.

FYI, Steve Peik, cc'd on this email, is the Construction Manager for this project so keeping him in the loop.



Thanks,

Joel R. Salinas, PE, AVP

Associate Vice President

Tel (346) 352-5659 Cell (936) 520-3625 Email jsalinas@hntb.com

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From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Wednesday, July 19, 2023 7:46 AM
To: Joel Salinas <jsalinas@HNTB.com>
Cc: Carpenter, Wade <ecarpe2@entergy.com>; Grippo, Sebastian <sgrippo@entergy.com>; lsclafa@entergy.com
Subject: RE: Northpark Dr. Entergy status update

Joel,

The link will let you download the agreement draft. Let me know if you have any questions.

 [Northpark Dr Agreement](#)

Thanks,

Joe Szwelnis

M&S Engineering

Distribution Designer – DOT Projects Lead

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From: Joel Salinas <jsalinas@HNTB.com>
Sent: Tuesday, July 18, 2023 5:37 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Subject: RE: Northpark Dr. Entergy status update

Hi Joe. Any update on the agreement status?

From: Joel Salinas
Sent: Thursday, June 8, 2023 1:56 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Subject: RE: Northpark Dr. Entergy status update

Lake Houston Redevelopment Authority (LHRA) will be issuing reimbursement.

Thanks,
Joel S.

From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Thursday, June 8, 2023 6:59 AM
To: Joel Salinas <jsalinas@HNTB.com>
Subject: RE: Northpark Dr. Entergy status update

I have it mostly assembled. Who will be responsible for reimbursement? City of Houston or some other party? I will need to know for the agreement document.

Thanks,

Joe Szwelnis
M&S Engineering
Distribution Designer – DOT Projects Lead

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From: Joel Salinas <jsalinas@HNTB.com>
Sent: Thursday, June 8, 2023 6:42 AM

To: Joe Szwelnis <jszwelnis@msengr.com>
Subject: Re: Northpark Dr. Entergy status update

Good morning, Joe. Following up on the agreement you were going to prepare for the Entergy relocations for Northpark Drive. Please provide status.

Thanks,
Joel S.

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From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Thursday, May 18, 2023 7:28:37 AM
To: Joel Salinas <jsalinas@HNTB.com>
Subject: RE: Northpark Dr. Entergy status update

No problem, I think we can have something together before the 1st, but I'll target late next week to get something to you.

Thanks,

Joe Szwelnis

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From: Joel Salinas <jsalinas@HNTB.com>
Sent: Wednesday, May 17, 2023 6:18 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Subject: RE: Northpark Dr. Entergy status update

Thanks for your help today with responding to my questions. I spoke to our client and they want to know the next steps to get this relocation moving.

From your previous emails, you noted that an agreement must be prepared and executed regarding reimbursement due to Entergy From LHRA/CoH for the facilities in easement. Does M&S prepare that agreement or does Entergy? If so, what is the timeline to get something prepared?

My client did ask for the costs to be broken out as much as possible in the agreement, which sounds like you all do that anyway.

Once the agreements are prepared, my client would like to get those reviewed with their attorneys, which is

typical practice, before they sign off.

Please let me know what the timeline for the agreement looks like so we can get the ball rolling.

Thanks,

Joel R. Salinas, PE

Associate Vice President

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From: Joel Salinas

Sent: Wednesday, May 17, 2023 3:38 PM

To: Joe Szwelnis <jszwelnis@msengr.com>

Subject: RE: Northpark Dr. Entergy status update

Thanks for the info, Joe. This will suffice for now. I will reach out to see if we need anything else.

From: Joe Szwelnis <jszwelnis@msengr.com>

Sent: Wednesday, May 17, 2023 2:54 PM

To: Joel Salinas <jsalinas@HNTB.com>

Subject: RE: Northpark Dr. Entergy status update

Joel,

I am heading out the door until Friday morning, this was the estimate for each section that I sent late last year which we stated is likely +/- 25% at the time. The cost of the easement we usually estimate at \$25/linear ft. We haven't done any appraisals in the area to know that cost for sure. I will be happy to revisit the estimates and get better info on how it breaks down. Certainly an agreement/reimbursement would be very detailed compared to anything I've provided so far.

9083232 OH East side \$421,200 (not reimbursable)
24804071 UG Bore steel encased under RR \$346,800
24804701 UG Relocates on the east \$36,000
25891601 UG Pull \$266,400
29061822 OH West side \$147,600

Thanks,

Joe Szwelnis

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From: Joel Salinas <jsalinas@HNTB.com>
Sent: Wednesday, May 17, 2023 2:30 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Subject: RE: Northpark Dr. Entergy status update

I did catch the typo, but understood what you meant.

What are you estimating for the acquisition costs? Just looking to see what the breakdown was.

Appreciate any info you can provide.

Thanks,
Joel S.

From: Joe Szwelnis <jszwelnis@msengr.com>
Sent: Wednesday, May 17, 2023 2:16 PM
To: Joel Salinas <jsalinas@HNTB.com>
Subject: RE: Northpark Dr. Entergy status update

Hi Joel,

That is an estimate for construction and acquisition. I have a typo below... that \$710k should read "west" of the railroad. The relocation east of the railroad is not reimbursable.

Thanks,

Joe Szwelnis

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Distribution Designer – DOT Projects Lead

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From: Joel Salinas <jsalinas@HNTB.com>
Sent: Wednesday, May 17, 2023 2:05 PM
To: Joe Szwelnis <jszwelnis@msengr.com>
Subject: RE: Northpark Dr. Entergy status update

Hi Joe. I hope all is well.

I had a quick question related to the costs you noted below, primarily related to the in easement relocations.

Does the \$710,000 figure you provided include costs to acquire the easement or that strictly for construction costs, etc.?

Thanks for your assistance.

Regards,

Joel R. Salinas, PE

Associate Vice President

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From: Joe Szwelns <jszwelns@msengr.com>

Sent: Friday, March 3, 2023 11:30 AM

To: Ed Quiroz <equiroz@imsengineers.com>; Paula Ikpatt <pikpatt@HNTB.com>; Ralph De Leon <ralph@tifworks.com>

Cc: Paul Bennett <pbennett@msengr.com>; Grippo, Sebastian <sgrippo@entergy.com>; Henderson, John <jhende6@entergy.com>; White, LaShaina <lwhite8@entergy.com>; Carpenter, Wade <ecarpe2@entergy.com>; Lucica Rosianu <Lrosianu@msengr.com>

Subject: Northpark Dr. Entergy status update

All,

 [Northpark Dr](#)

This link above will allow you to download the latest KMZ, plans, and property interest info for Northpark Dr. I understand that there is some time before construction impacts this area, but I think it is necessary to get some things on everyone's radar:

- The current construction timeline is showing that once we submit the job to construction, it should take about 22 weeks to construct.
- Before we can submit to construction, we must have final approval on designs, permitting must be complete, and an agreement must be in place regarding reimbursement due to Entergy From LHRA/CoH for the facilities in easement.
- If we are relocating the 150kVA transformer near the gas station, keep in mind that the lead time on that item is currently 50 weeks.
- The current estimate to relocate the facilities in easement and acquire replacement easement on the east side of 494 is roughly \$710,000.
- The current estimate for everything east of the railroad is roughly \$500,000 and that cost is what it will cost Entergy to relocate the facilities not in easement (not reimbursable).

Although I don't think it would be 50 weeks + 22 weeks to actually construct, if we take that conservative approach, we can ensure Entergy relocations do not interfere with the project timeline.

Thank you,

Joe Szwelnis

M&S Engineering

Distribution Designer – DOT Projects Lead

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