



**Thursday, July 23, 2020  
at 3:30pm**

**EED Board of Directors:**

Bryson Grover, Position 1  
Blanca Blanco, Position 2  
Stephen Quezada, Position 3  
William McConnell, Position 4  
Domenic Laurenzo, Position 5  
Joe Meppelink, Position 6  
Erin Dyer, Position 7  
Jose Valdez, Position 8  
Devin Licata, Position 9  
VACANT, Position 10  
Taryn Sims, Position 11  
Elliot Barner, Position 12  
VACANT, Position 13  
Marjorie Peña, Position 14  
Susan Garcia, Position 15

Veronica Chapa Gorczynski, President

## **Posted Agenda**

**EAST END DISTRICT**  
**Regular Meeting of the Board of Directors**  
**July 23, 2020**

Notice is hereby given that a regular meeting of the Board of Directors of the East End District (the “District”) will be held on **Thursday, July 23, 2020 at 3:30 p.m.**, via a video/audio conference. The video/audio conference meeting is authorized by the suspension of certain provisions of Chapter 551, Texas Government Code, as described below.

To participate in the meeting using ZOOM, log into Zoom -  
Meeting ID: 865 8001 4062  
Password: 749266

To participate by audio only, dial the following number -  
Need number  
Meeting ID: 865 8001 4062  
Password: 749266

The meeting is open to the public and is being held to consider, discuss and adopt such orders, resolutions or motions and take such other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. **Receive Public Comments in accordance with adopted procedures.**
2. **Assessments.** Receive report on collection of assessments and authorize appropriate action.
3. **Appointment of Directors.** Declare vacancies, if appropriate; appoint directors if appropriate.
4. **Appointment of Committee Members.** Declare vacancies, if appropriate; and appoint directors to Committees if appropriate
5. **Minutes.** Approve minutes of previous Board meeting(s).
6. **Security Report.** Receive a security report related to Precinct 6 Security contract.
7. **Financial Reports.** Receive and approve the Treasurer’s reports on revenues and expenditures, the investment report and the Finance Committee report, and authorize appropriate action.
8. **Review an Amendment to Agreement with Harrisburg Tax Reinvestment Zone (TIRZ) 23 Regarding Funding for Runnels/Jensen/Navigation Roundabout.** Review and consider Amendment to agreement with Harrisburg TIRZ to allocate additional funds toward increasing costs of the project.
9. **Consider Agreement with Gauge Engineering for Services on Jensen/Runnels/Navigation Roundabout.** Review and consider agreement with Gauge Engineering to provide services on Jensen/Runnels/Navigation Roundabout.
10. **Consider and Approve Interlocal Agreement with Harris County toward East End Bike Plan.** Review, consider, and approve an interlocal agreement with Harris County to fund seventy-five thousand dollars (\$75,000) toward an East End Bike Plan with Harris County Precinct 2.
11. **Presentation by Weingarten Art Group on Cultural Arts Strategic Plan.** Receive an update from Weingarten Art Group regarding progress on the East End Houston Cultural Arts Strategic Plan.
12. **President’s Report – District Overview.** Receive the President’s report on the following District programs and authorize appropriate action:

- a. **Security and Public Safety:**
    - 1. Graffiti abatement program
    - 2. Law Enforcement Coordination Team meeting
  - b. **Visual and Infrastructure Improvements:**
    - 1. Right of way clean-up, litter pick-up, tire removal, dump site clean-up, and street lamp repair
    - 2. Report on the Roundabout
    - 3. Report on 5310 Sidewalk Grant
    - 4. Report on Lockwood Garage
    - 5. Report from UP CDC
    - 6. Report on Farmers Market
  - c. **Marketing & Perception.** Receive report on marketing activities.
  - d. **East End Improvement Corporation.** Receive report on EEIC activity.
13. **Executive Session, if Necessary.** Convene executive session to discuss: (a) pending or contemplated litigation or to consult with the attorney in accordance with Section 551.071 of the Texas Government Code; (b) acquisition of real property in accordance with Section 551.072 of the Texas Government Code; (c) personnel matters in accordance with Section 551.074 of the Texas Government Code; (d) to receive information from or question employees in accordance with Section 551.075 of the Texas Government Code; employees ; (e) deployment of security personnel or devices or a security audit in accordance with Section 551.076 of the Texas Government Code; or (f) economic development negotiations or offers of financial incentives for economic development in accordance with Section 551.087 of the Texas Government Code.
14. **Reconvene in Open Session.** Reconvene in public session to consider authorizing District staff and consultants to take any action necessary with respect to (a) pending or contemplated litigation or attorney advice; (b) acquisition of real property; (c) personnel matters; (d) receiving information from or questioning employees; (e) economic development negotiations or offers of financial incentives; (f) deployment of security personnel or devices or a security audit; and (g) any other matters relative to any of these matters which was discussed in Executive Session.
15. **Adjourn.**

7/23/2020 Board Agenda

  
East End District



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**EAST END DISTRICT**  
**Board of Directors Meeting**  
**Thursday, July 23, 2020 at 3:30pm**

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3. **Appointment of Directors.** Declare vacancies, if appropriate; appoint directors if appropriate. *Page 16*
4. **Appointment of Committee Members.** Declare vacancies, if appropriate; and appoint directors to Committees if appropriate. *Page 17*
5. **Minutes.** Approve minutes of previous Board meeting(s). *Pages 18-23*
6. **Security Report.** Receive a security report related to Precinct 6 Security contract. *Page 24*
7. **Financial Reports.** Receive and approve the Treasurer's reports on revenues and expenditures, the investment report and the Finance Committee report, and authorize appropriate action. *Pages 25-48*
8. **Review an Amendment to Agreement with Harrisburg Tax Reinvestment Zone (TIRZ) 23 Regarding Funding for Runnels/Jensen/Navigation Roundabout.** Review and consider Amendment to agreement with Harrisburg TIRZ to allocate additional funds toward increasing costs of the project. *Pages 49-55*
9. **Consider Agreement with Gauge Engineering for Services on Jensen/Runnels/Navigation Roundabout.** Review and consider agreement with Gauge Engineering to provide services on Jensen/Runnels/Navigation Roundabout. *Pages 56-147*
10. **Consider and Approve Interlocal Agreement with Harris County toward East End Bike Plan.** Review, consider, and approve an interlocal agreement with Harris County to fund seventy-five thousand dollars (\$75,000) toward an East End Bike Plan with Harris County Precinct 2. *Pages 148-165*
11. **Presentation by Weingarten Art Group on Cultural Arts Strategic Plan.** Receive an update from Weingarten Art Group regarding progress on the East End Houston Cultural Arts Strategic Plan. *Page 166*
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15. **Adjourn.**

**Item #1****Public Comments**

*(in accordance with adopted procedure)*



**Item #2****Assessments***Collected Assessments**Delinquent Assessments*

**EAST END DISTRICT  
ASSESSMENT COLLECTION REPORT  
June 2020  
BILLING AND COLLECTION SUMMARY  
FISCAL YEAR  
10/01/19 - 09/30/20**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2019	0.15000	\$2,935,497.47	\$2,754,785.48	\$180,711.99	94%
2018	0.15000	\$2,641,621.58	\$2,609,436.26	\$32,185.32	99%
2017	0.15000	\$2,440,740.88	\$2,422,216.11	\$18,524.57	99%
2016	0.15000	\$2,334,037.88	\$2,324,258.73	\$9,779.15	99%
2015	0.15000	\$2,147,939.89	\$2,141,217.66	\$6,722.23	99%
2014	0.15000	\$1,959,191.41	\$1,953,710.59	\$5,480.82	99%
2013	0.15000	\$1,766,352.66	\$1,764,067.29	\$2,285.37	99%
2012	0.15000	\$1,651,914.02	\$1,650,330.99	\$1,583.03	99%
2011	0.15000	\$1,546,327.24	\$1,545,361.56	\$965.68	99%
2010	0.15000	\$1,569,363.33	\$1,568,890.90	\$472.43	99%
2009	0.15000	\$1,564,637.07	\$1,564,210.26	\$426.81	99%
2008	0.15000	\$1,540,422.70	\$1,540,004.39	\$418.31	99%
2007	0.15000	\$1,393,921.28	\$1,393,503.31	\$417.97	99%
2006	0.15000	\$1,083,262.21	\$1,082,877.30	\$384.91	99%
2005	0.15000	\$1,024,906.95	\$1,024,484.59	\$422.36	99%
2004	0.15000	\$955,344.17	\$954,959.92	\$384.25	99%
2003	0.15000	\$911,989.17	\$911,676.71	\$312.46	99%
2002	0.15000	\$895,567.34	\$895,271.76	\$295.58	99%
2001	0.15000	\$897,466.66	\$897,154.20	\$312.46	99%
2000	0.15000	\$887,566.58	\$887,271.54	\$295.04	99%
1999	0.15000	\$781,205.97	\$780,918.24	\$287.73	99%

\$262,668.47

Current Month Activity

Revenue:

Current Month

Year to Date

2019 Assessment Collected	17,943.90	2,754,785.48
2018 Assessment Collected	-1,402.19	21,976.30
2017 Assessment Collected	270.23	3,370.30
2016 Assessment Collected	244.48	1,944.69
2015 Assessment Collected	0.00	1,194.68
2014 Assessment Collected	0.00	632.24
2013 Assessment Collected	0.00	192.27
2012 Assessment Collected	0.00	189.49
2011 Assessment Collected	0.00	70.00
2010 Assessment Collected	0.00	364.67
2009 Assessment Collected	0.00	540.16
2008 Assessment Collected	0.00	0.00
2007 Assessment Collected	0.00	0.00
2006 Assessment Collected	0.00	0.00
2005 Assessment Collected	0.00	0.00
2004 Assessment Collected	0.00	0.00
2003 Assessment Collected	0.00	0.00
2002 Assessment Collected	0.00	0.00
2001 Assessment Collected	0.00	0.00
2000 Assessment Collected	0.00	0.00
1999 Assessment Collected	0.00	0.00
Penalty & Interest	5,391.87	43,108.61
Overpayments	4.48	18,750.58
CAD Lawsuits	17,390.67	68,216.87
CAD Corrections	0.00	2,945.82
Estimated Payments	0.00	12.71
Collection Fees	532.55	17,851.29
Misc. Revenue	0.00	1,234.83
<b>Total Revenue</b>	<b>40,375.99</b>	<b>2,937,380.99</b>

Overpayments Presented for Refund

7,911.04 80,468.38

Overpayments Applied to Assessment

0.00 0.00

ASSESSED VALUE FOR 2019: **1,956,817,047**

Uncertified: **11,208,943**

ASSESSED VALUE FOR 2018: **1,773,953,389**

ASSESSED VALUE FOR 2017: **1,627,248,826**

ASSESSED VALUE FOR 2016: **1,556,024,622**

ASSESSED VALUE FOR 2015: **1,433,263,663**

East End District June 2020					
TOP TEN ASSESSMENT PAYERS					
PROPERTY OWNER	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT
HOUSTON GULFGATE % PARTNERS LP 1800 POST OAK PLACE STE 400 6 BLVD PLACE STE 400 HOUSTON TX 77056	122 747 001 0001	910 GULFGATE CENTER MALL 77087	SHOPPING CENTER	56,918,082	85,377.12
KBRN 800 TOWN & COUNTRY BLVD STE 200 HOUSTON TX 77024	042 153 000 0001 035 156 000 0001 037 123 000 0005 037 122 000 0006 117 700 001 0002 040 259 000 0024 035 165 000 0001 035 155 000 0001 035 154 000 0001 035 162 000 0001 037 123 000 0023 035 172 000 0009 037 123 000 0001 042 153 000 0050 035 171 000 0001 035 172 000 0001 040 259 000 0038	4100 CLINTON DR 77020 3100 CLINTON DR 77020 2311 CANAL ST 77003 2315 NAVIGATION BLVD 77003 2219 CANAL ST 77003 0 WACO 0 WILLIAMSON 77020 3200 CLINTON DR 77020 3300 CLINTON DR 77020 3302 RICHARDSON ST 77020 2332 NAVIGATION BLVD 77003 0 SWINEY ST 77020 2338 NAVIGATION BLVD 77003 3620 CLINTON DR 77020 0 SWINEY ST 77020 0 SWINEY ST 77020 0 SWINEY ST 77020	OFFICE BUILDING VACANT LAND OFFICE BUILDING VACANT LAND WAREHOUSE VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND VACANT LAND	28,510,000 10,298,188 4,321,288 3,254,800 2,185,199 525,990 325,000 325,000 325,000 324,422 319,437 173,987 166,644 68,268 43,387 32,500 0	42,765.00 15,447.28 6,481.93 4,882.20 3,277.80 788.99 487.50 487.50 487.50 486.63 479.16 260.98 249.97 102.40 65.08 48.75 0.00
				51,199,110	76,798.67
ECO SERVICES OPERATIONS CORP % CONTROLLERS GROUP 300 LINDENWOOD DR MALVERN PA 19355-1740	040 232 000 0002 040 232 000 0001 040 231 000 0002 016 120 000 0002 040 232 000 0089	8615 MANCHESTER ST 77012 8410 MANCHESTER ST 77012 8615 MANCHESTER ST 77012 0 MAGNOLIA ST 77012 8615 MANCHESTER ST 77012	CHEMICAL PRODUCTS VACANT INDUSTRIAL VACANT INDUSTRIAL VACANT INDUSTRIAL INDUSTRIAL IMPS	36,121,374 696,960 331,056 136,784 0	54,182.06 1,045.44 496.58 205.18 0.00
				37,286,174	55,929.26
CWS HOUSTON LOFTS LP 9606 N MOPAC EXPRESSWAY STE 500 AUSTIN TX 78759-5960	122 517 001 0001	2115 RUNNELS ST #244 77003	APARTMENTS HI RISE	34,780,000	52,170.00

East End District					
June 2020					
TOP TEN ASSESSMENT PAYERS					
PROPERTY OWNER	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT
CONTANDA TERMINALS LLC	040 231 000 0001	7600 J W PEAVY DR 77011	INDUSTRIAL	30,259,420	45,389.13
1111 BAGBY ST STE 1800	029 199 000 0001	1712 75TH ST 77011	WAREHOUSE	965,416	1,448.12
HOUSTON TX 77002-2548	040 231 000 0054	7600 J W PEAVY DR 77011	VACANT LAND	506,256	759.38
	029 198 000 0001	7508 MEMPHIS ST 77011	VACANT LAND	360,000	540.00
	029 207 000 0001	7600 J W PEAVY DR 77011	VACANT LAND	235,500	353.25
	025 215 000 0008	7600 J W PEAVY DR 77011	VACANT LAND	230,400	345.60
	025 215 000 0001	7600 J W PEAVY DR 77011	VACANT LAND	65,394	98.09
	025 150 000 0017	7600 J W PEAVY DR 77011	VACANT LAND	35,280	52.92
	029 191 000 0008	0 75TH ST 77011	VACANT LAND	15,000	22.50
				<b>32,672,666</b>	<b>49,008.99</b>
CDAB III LLP	037 157 000 0001	3906 HARRISBURG BLVD 77003	REAL INDUSTRIAL	24,115,000	36,172.50
13760 NOEL RD STE 500	028 091 000 0001	3600 TEXAS ST 77003	OFFICE BUILDINGS	3,479,930	5,219.90
DALLAS TX 75240	028 090 000 0001	3700 TEXAS ST 77003	WAREHOUSE	1,950,000	2,925.00
	028 090 000 0006	0 HUTCHESON ST 77003	PARKING LOT	297,320	445.98
				<b>29,842,250</b>	<b>44,763.38</b>
CENTRAL CITY INDUSTRIAL PARK LLC	117 898 001 0005	5425 POLK ST 77023	METAL FABRICATING	<b>28,614,285</b>	<b>42,921.43</b>
5301 POLK ST UNIT 25					
HOUSTON TX 77023					
TDI WILLOW CREEK PROPERTY LLC	040 234 000 0087	7575 PLUM CREEK DR #606 77012	APARTMENT GARDEN	<b>28,411,146</b>	<b>42,616.72</b>
6133 BRISTOL PKWY STE 270					
CULVER CITY CA 90230-6629					
WALMART REAL ESTATE BUSINESS TRUST	133 220 001 0002	0 MAXWELL LN 77023	AUXILLARY IMP	959,280	1,438.92
% WALMART PROPERTY TAX ATTN 0555	133 220 001 0001	2391 S WAYSIDE 77023	DISCOUNT DEPT	21,311,315	31,966.97
PO BOX 8050				<b>22,270,595</b>	<b>33,405.89</b>
BENTONVILLE AR 72712-8055					
MAY DEPARTMENT STORES	035 032 002 0002	0 MUNGER AVE 77023	COMMERCIAL VACANT	47,453	71.18
ATTN: PROP TAX DEPT	035 036 000 0003	0 MUNGER AVE 77023	COMMERCIAL VACANT	20,420	30.63
7 W 7TH ST	041 007 002 0031	4320 HARBY ST 77023	PARKING MISC	1,104,990	1,657.49
CINCINNATI OH 45202-2424	041 007 009 0001	2000 ERNESTINE 77023	WAREHOUSE	6,123,203	9,184.80
	041 007 009 0010	2103 ERNESTINE ST 77023	WAREHOUSE	12,673,133	19,009.70
				<b>19,969,199</b>	<b>29,953.80</b>

East End District June 2020					
TOP TEN DELINQUENT ACCOUNTS					
PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT
CONTANDA TERMINALS LLC ATTN: JAY KING 1111 BAGBY ST STE 1800 HOUSTON TX 77002-2548	83 040 231 000 0001	7600 J W PEAVY DR 77012	INDUSTRIAL MANUFACTURING	2019	31,379.20
NAV PROPERTIES LLC 3100 CANAL ST HOUSTON TX 77003-1602	83 023 094 000 0001	3100 CANAL ST 77003	FOOD & KINDRED PRODUCTS	2019	11,812.50
WIEDERKEHR JUDITH & TR ETAL 200 WESLEYAN AVE ALBANY GA 31721-8825	83 025 109 000 0023	7525 SHERMAN ST 77012	WAREHOUSE	2017 - 2019	10,554.12
WIEDERKEHR MARK PO BOX 72126 ALBANY GA 31708-2126	83 025 120 000 0003	7425 SHERMAN ST 77011	WAREHOUSE	2017 - 2019	7,178.76
HOUSTON COATING ENG INC 1923 KOLFAHL ST HOUSTON TX 77023-4611	83 041 007 021 0066	1923 KOLFAHL ST 77023	COMMERCIAL BUILDING	1999 - 2019	5,366.68
VASQUEZ DON ADMINISTRACION NO 3 62251 CUERNAVACA MOR MEXICO	83 133 445 001 0001	2814 NAVIGATION BLVD 77003	RESTAURANT	2018 - 2019	4,925.19
FOLWELL HOLDINGS LLC PO BOX 15176 HOUSTON TX 77220-5176	83 025 162 000 0001	900 78TH ST #1 77012	PETROLEUM STORAGE	2010 - 2018	4,474.09
PEREZ FELIPE CASTILLO NORA 405 MEDINA ST HOUSTON TX 77012-2041	83 016 088 000 0013	8012 ENDOR ST 77012	SOCIAL / FRATERNAL HALL	2016 - 2019	3,209.19
HOUSTON COATING ENTERPRISES Inc P O BOX 230592 HOUSTON TX 77223-0592	83 041 007 021 0114	1923 KOLFAHL ST 77023	WAREHOUSE	1999 - 2019	2,810.21
ALLIANCE KINGDOM PROPERTIES LLC 302 S 66TH ST HOUSTON TX 77011-4501	83 040 263 000 0098	5602 ARMOUR DR 77020	WAREHOUSE	2019	2,761.78

**East End District  
Lawsuit and Arbitration Status Detail as of 6/5/2020**

### Summary

#### Settled

3,303,408,755	Original value of <b>Settled</b> accounts as of 6/5/2020
1,465	Number of <b>Settled</b> accounts as of 6/5/2020
477,474,839	Reduction in value of <b>Settled</b> accounts
<b>14.45%</b>	Average % reduction in value of <b>Settled</b> accounts

#### Unsettled

477,770,071	Original value of <b>Unsettled</b> accounts as of 6/5/2020
210	Number of <b>Unsettled</b> accounts as of 6/5/2020

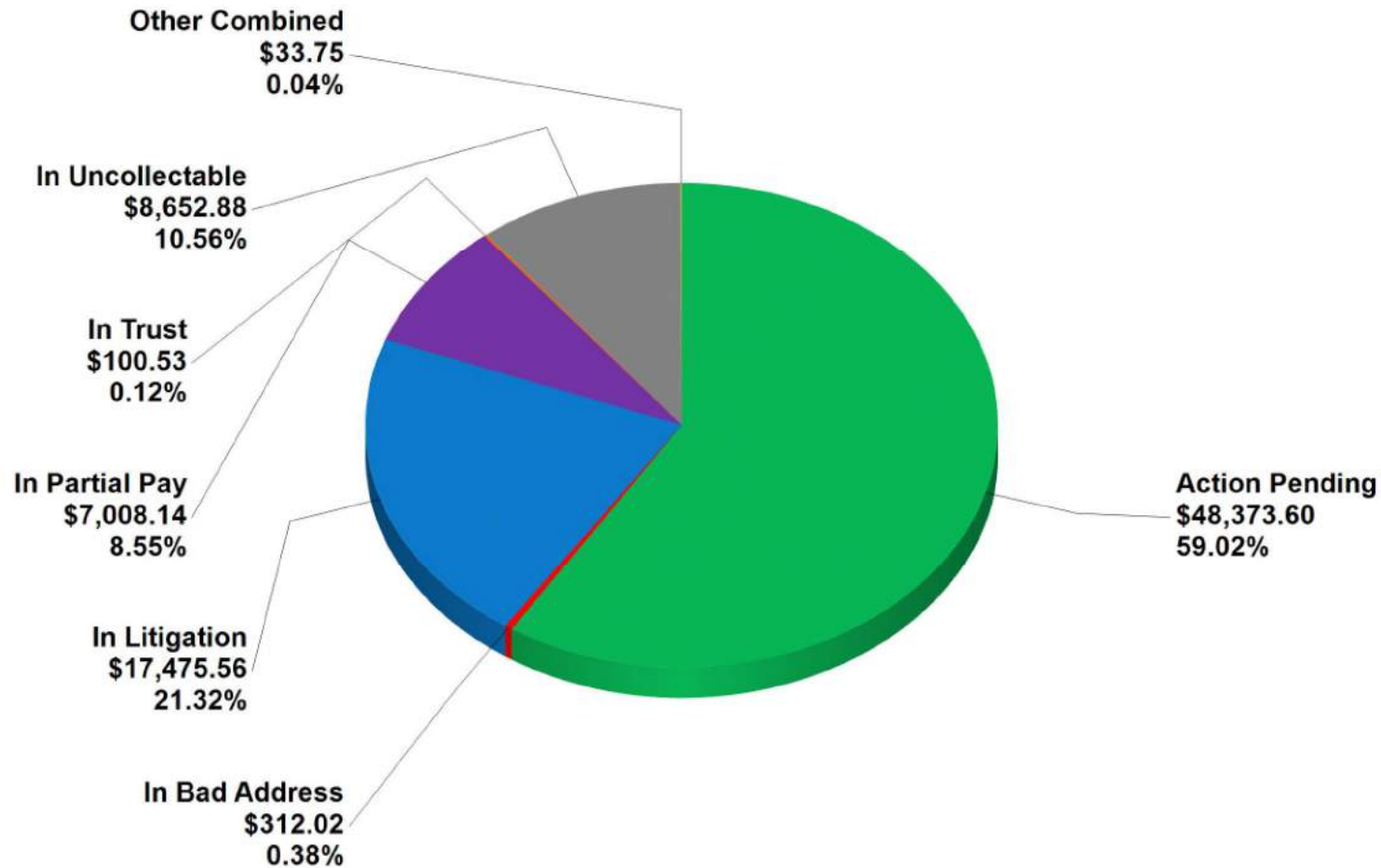
.15 Tax rate per \$100 valuation

<b>\$103,585</b>	Estimated reduction in assessment on 210 Unsettled accounts, based on <b>14.45%</b> average
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*Historical data from Tax Years 2006 through 2013 were used to establish initial statistics for the  
"average % reduction in value of Settled accounts."*



Account Break Down Chart For EAST END DISTRICT



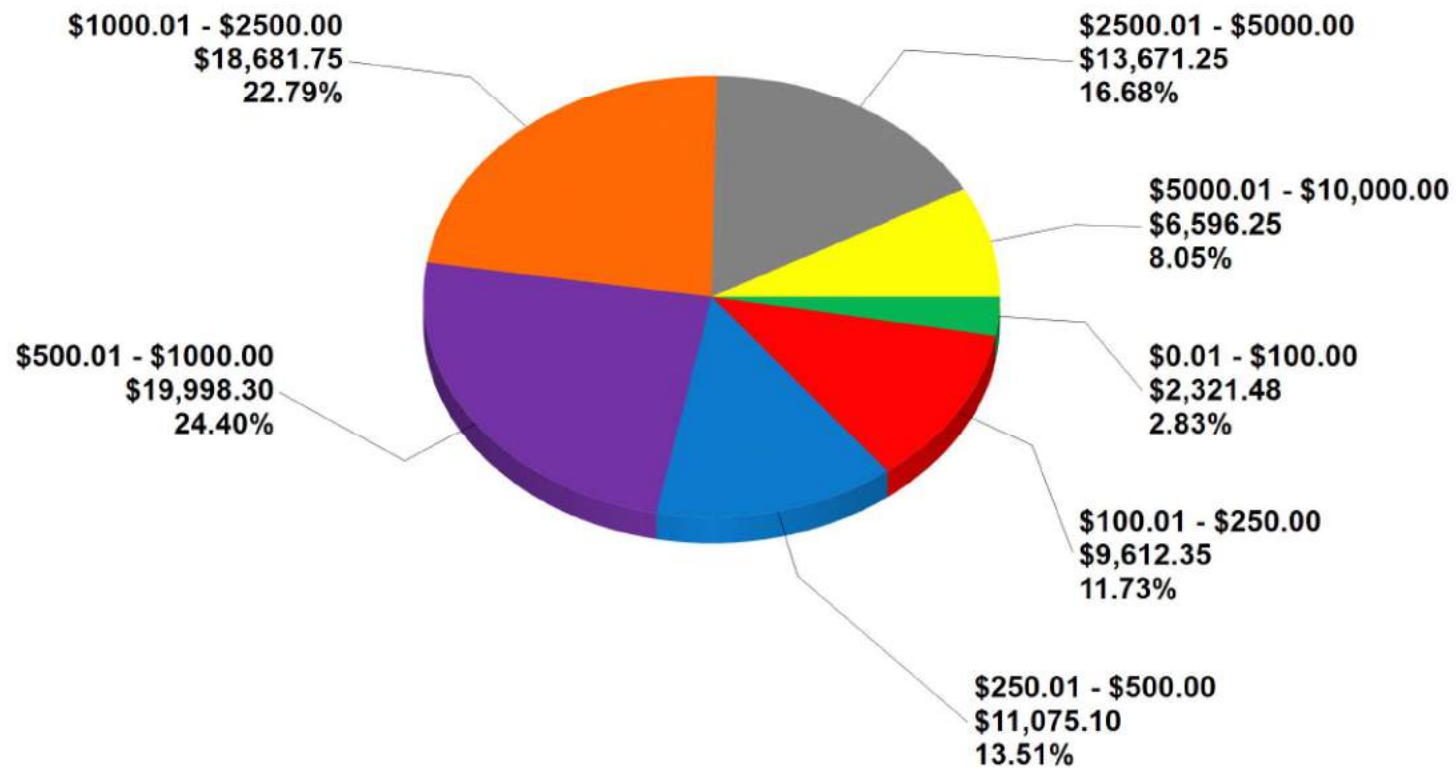
As Of 7/8/2020

Total Base Tax: \$81,956.48





Dollar Range Chart For EAST END DISTRICT

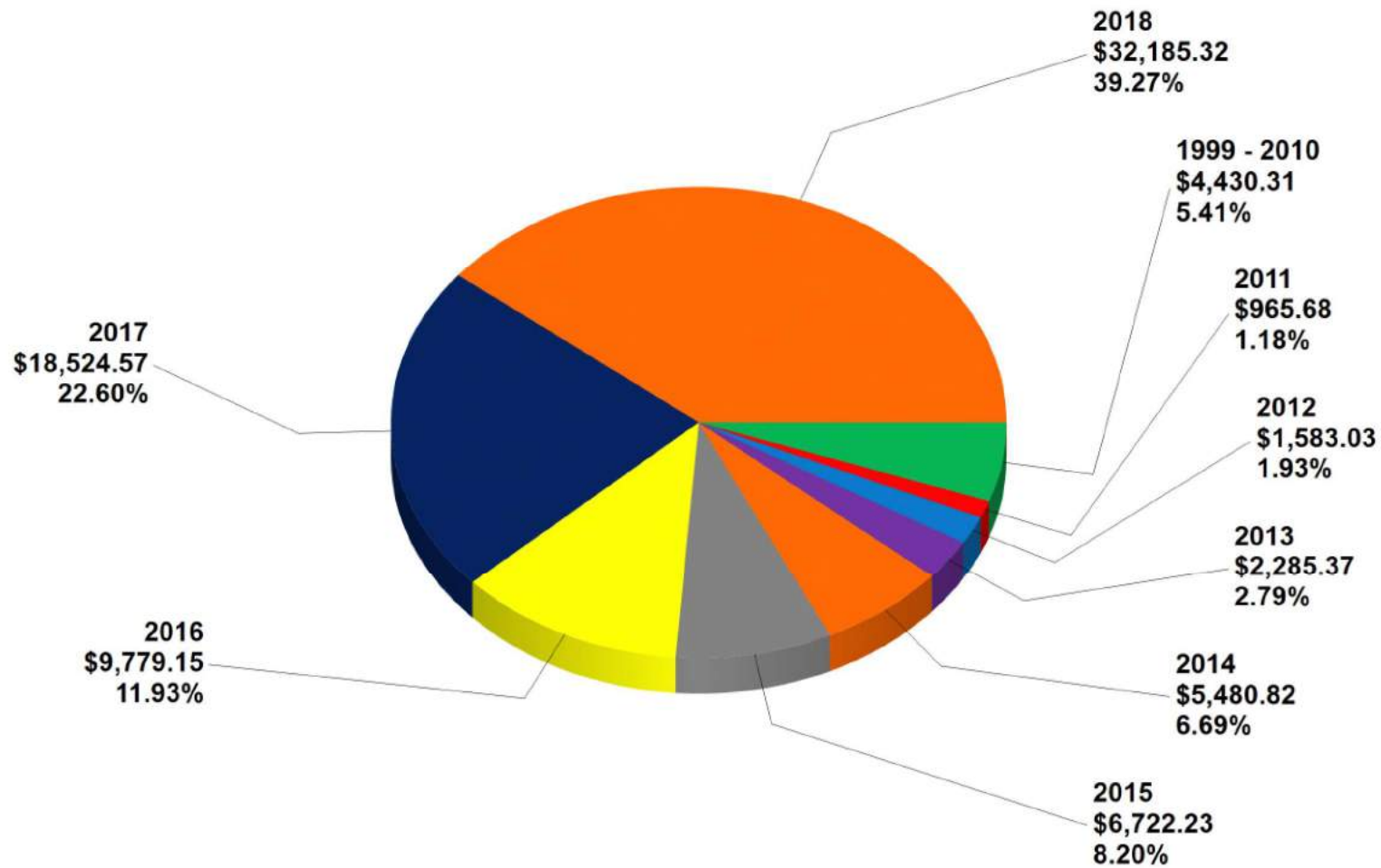


As Of 7/8/2020

Total Base Tax: \$81,956.48



**Tax Year Chart For EAST END DISTRICT**



As Of 7/8/2020

Total Base Tax: \$81,956.48

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.**  
**DELINQUENT ASSESSMENT REPORT**  
**EAST END DISTRICT**  
**July 23, 2020**

Delinquent 2019 accounts have been turned over to us for collection. We are reviewing accounts in preparation to send initial demand letters and we are beginning phone calls. This report covers delinquencies prior to 2019; amounts shown are 2018 base assessment amounts unless indicated.

**Suit filed:**

Houston Coating 99-07 assessments \$1,852.50, 1923 Kolfahl St. (tracts 20B & 20E-1)-0410070210066, 0410070210114

Suit filed. Judgment signed 12/1/08; the judgment is final. The 2008 through 2018 assessments (base assessment of \$5,234.08) are due but are not included in the suit because they were not delinquent at the time of judgment. This is a property believed to have environmental problems.

Jose R. Chavez 12-18 assessments \$1,564.74, 7140 Canal St.-0251430000051

We have intervened in a suit filed by the county; we will monitor the case.

Gloria Ruby Salinas et al. 14-18 assessments \$1,519.75, 4701 Sherman St.-0280310000013

We intervened in a suit filed by Ovation Services, a tax lien loan company; a trial date was set for 5/22/20 but was cancelled due to COVID-19. A new trial date will be set when the courts reopen.

Amos K. Mwangi 14-18 assessments \$1,261.54, 2502 Garrow St.-1171810010003

We have intervened in a suit filed by the county; judgment was signed 5/21/19. The judgment is final; a judgment letter has been sent and an abstract of judgment has been filed. Mr. Mwangi responded and discussed setting up a payment agreement but at the time this report was prepared, the agreement had not been finalized. A balance letter has been sent but there has been no response. The county has not set the property for tax sale because the county taxes have been paid.

Tiburcia Martinez 14-18 assessments \$963.55, 4801 Canal St.-0131040280001

We have intervened in a suit filed by the county; we will monitor the case.

Rosemary Arizagacruz 11-18 assessments \$951.14, 6831 Avenue T-0390920000007

Suit filed; judgment was signed on 10/12/16. The judgment submitted by the county did not include the Greater East End Management District so we filed a motion for a new trial. Our motion was granted and judgment was submitted on 8/18/17; the new judgment was signed on 10/16/17 and the judgment is final. A judgment letter has been sent but there has been no response. The county filed a new suit for the 2017 and 2018 taxes and we have intervened on behalf of the District; judgment was signed on 2/28/20. The judgment is final; a judgment letter has been sent.

Jose I. Sandova 14-17 assessments \$887.22, 754 Telephone Rd.-0410070100058

Suit filed; judgment was signed 9/20/16 and included the 2014 and 2015 assessments. The judgment is final; a judgment letter has been sent but there has been no response. The county filed a new suit for the 2016 and 2017 taxes; we intervened on behalf of the District and judgment was signed on 10/16/18. The judgment is final; we have sent a judgment letter but there has been no response. The county has not set the property for tax sale because the county taxes included in the judgment have been paid.

Hector C. Quintero 14-18 assessments \$867.07, 7640 Harrisburg Blvd.-0252240000045  
We have intervened in a suit filed by the county. Judgment was signed on 12/9/19; the judgment is final. A judgment letter has been sent and an abstract of judgment has been filed.

Josefina Munoz 14-18 assessments \$849.46, 6648 Avenue C-0390090000001  
We have intervened in a suit filed by the county; we will monitor the case.

Victor M. & Ana Jimenez 13-18 assessments \$678.38, 7707 Avenue L-0251850000021  
We have intervened in a suit filed by the county; judgment was signed 10/8/19. The judgment is final; a judgment letter has been sent and an abstract of judgment has been filed.

Jorge & Sergio Rodriguez 14-18 assessments \$634.56, 7401 Navigation Blvd. (2 accounts)-0251950000022, 0251950000048  
We have intervened in a suit filed by the county; we will monitor the case. They committed to pay in 3 installments but they failed to make any payments so the payment agreement has been defaulted.

Church of Jesus Christ House of Prayer Inc. 14-15 assessments \$603.70, 501 72<sup>nd</sup> St.-0251330000001  
Suit filed. Judgment was signed on 12/16/16; the judgment is final. A judgment letter has been sent but there has been no response. We have filed an abstract of judgment. The property has a total exemption as of 12/17/15.

Ruben Cruz (was Manuel Cruz, Sr.) 16-18 assessments \$543.39, 302 Lenox St. (Tracts 1A & 2A)-0222030000001  
We have intervened in a suit filed by the county; judgment was signed on 6/6/18. The judgment which covers the 2016 and 2017 assessments is final; a judgment letter has been sent but there has been no response. An abstract of judgment has been filed. The county has filed a new lawsuit for the 2018 taxes; we have intervened on behalf of the District. On 6/11/20, a tax service requested a payoff statement which was sent.

Heirs of Charles B. & Frances Corona 16-18 assessments \$536.71, Tracts 27, 28 and 29 on Kemp St.-0231050000027  
We have intervened in a suit filed by the county; we will monitor the case.

Veronica M. Moreno & Freddy D. Montes, Jr. 16-18 assessments \$480.52, 8306 La Porte Rd.-0331490010003  
We have intervened in a suit filed by the county; we will monitor the case.

Gloria Ruby Salinas et al. 17-18 assessments \$388.80, 4705 Sherman St.-0280310000012  
We have intervened in a suit filed by the county; we will monitor the case.

Armando & Maria E. Uriarte \$253.97, 7532 Tremper St. & 1326 N. Wayside Dr.-0181420000015, 0401900020080  
We intervened in a suit filed by the county; we will monitor the case.

Arturo Martinez 17-18 assessments \$234.08, 3614 Navigation Blvd.-0260750000003  
We have intervened in a suit filed by the county. A trial date was set for 6/12/20 but was cancelled due to COVID-19; a new trial date will be set when the courts reopen. The 2019 assessments are paid in full.

Victor M. & Ana Jimenez 13-18 assessments \$229.83, Lots 23 & 24 Block 104 on Avenue L-0251850000023  
We have intervened in a suit filed by the county; we will monitor the case.

HIS Place Center \$228.97, 700 Telephone Rd. (omitted improvements)-0410070100095  
We have intervened in a suit filed by the county; we will monitor the case.

Soledad Castillo \$208.10, 6003 Harrisburg Blvd.-0371700010014

We have intervened in a suit filed by the county; judgment was signed 3/4/20. The judgment is final; a judgment letter has been sent. One of the owners called on 6/5/20 and requested payoff information which we gave him.

Ernesto Izaguirre \$201.73, 6528 Harrisburg Blvd.-0610810010001

We have intervened in a suit filed by the county; we will monitor the case.

Carlos S. & Toni Tristan \$200.15, 6706 Capitol St.-0250640000003

We have intervened in a suit filed by the county; we will monitor the case.

J. H. Tampke 14-18 assessments \$176.25, 911 Parsons St.-0161780000007

We have intervened in a suit filed by the county; judgment was signed 1/27/20. The judgment is final; a judgment letter has been sent. The county had the property set for tax sale on 7/7/20 but the sale was cancelled although the county taxes are still due; we will monitor the case.

JLMC Real Estate Development LLC 15 assessments \$174.09, 2603 Canal St.-0231010000007

We have intervened in a suit filed by the county; a trial date was set for 3/22/17 but was passed because the county taxes were paid in full. We sent a balance letter to the property owners, but they failed to pay or respond so we took the lead in the suit; judgment was signed on 1/2/18. The judgment is final; a judgment letter has been sent but there has been no response; we have filed an abstract of judgment.

Elia P. Perez & Arturo Netro 15 assessments \$170.87, 7915 Leander St. (lot 11)-0131780000011

Suit filed. Judgment signed on 7/25/16; the judgment is final. They committed to pay in 3 installments; 2 payments have been received. We spoke to Perez again on 10/23/19 and she requested an emailed statement, which we sent. On 3/2/20, we sent her statements for six additional accounts that were not included in the suit. The 2016 through 2018 assessments are due but are not included in the suit because they were not delinquent at the time of judgment.

Maria Pinzon & Oscar Rodriguez 14-18 assessments \$168.76, 7446 Avenue P-0252070000045

We have intervened in a suit filed by the county. Judgment was to be submitted on 2/28/20 but the county filed a motion for continuance. A new hearing date was set for 6/12/20 but was also cancelled due to COVID-19; a new hearing date will be set.

So Youn Youn 06-16 assessments \$116.30, 7434 J. W. Peavy Dr.-0291910000009

Suit filed. Judgment was signed on 7/28/17; the judgment is final. A judgment letter has been sent but there has been no response; an abstract of judgment has been filed. The county taxes are still due, but the county has not set the property for tax sale at this time.

C. W. Hanslip 01-12 assessments \$94.12, Tract 21 C on Wayside Dr.-0410070380015

Suit filed. Judgment signed 12/2/13; the judgment is final. The county set the property for tax sale on 5/3/16 but the sale was cancelled. No reason was given for the cancellation, but we believe it is because the property appears to be a worthless sliver of landlocked property. The county set the property for tax sale again on 7/3/18; that sale was also cancelled.

Jokonda S. Almont \$91.07, 1207 75<sup>th</sup> St.-0251880000001

We have intervened in a suit filed by the county; we will monitor the case.

I U International Corp. 99-09 assessments \$74.25, Lot 48 Block 28 Magnolia Park Section 2-0251210000050

Suit filed. Judgment signed 3/7/11; the judgment is final. The county set the property for tax sale on 5/3/16 and on 8/7/18 but the sales were cancelled; no reason was given for the

cancellations. The property is a small 2500 square foot tract in the shape of a triangle at the intersection of Avenue E and S. 74<sup>th</sup> St.

Annette Reyna 15-16 assessments \$68.16, Tract 6 B Shipman Labor on Telephone Rd.-  
0410070350008

Suit filed; judgment was signed 8/15/17. The judgment is final; a judgment letter has been sent. On 3/14/17, Reyna called our office and asked for a payoff balance. Reyna said the account would be paid shortly but it is still due. We have filed an abstract of judgment.

- Where appropriate, delinquent 2019 assessments are included in the above suits.

### **Payment plans:**

Folwell Holdings LLC (was Normco Leasing Co.) 10-18 assessments \$4,474.09, 900 78<sup>th</sup> St.-  
0251620000001

We intervened in a suit filed by the county but the case was dismissed. They have a payment agreement with the assessment office. The 2019 assessments are paid.

Raymundo Nino 12-18 assessments \$1,591.98, 7210 Hemlock St.-0402330000184

He has a payment agreement with the assessment office. On 6/6/20, a tax service requested a payoff balance which was sent.

Domingo B. Ortuno & Antonia Alsonzo 16-18 assessments \$556.88, 206 Milby St.-  
0540490000022

They have a payment agreement with the assessment office.

Rey Del Pollo Inc. #4 \$278.43, 7170 Lawndale St.-0410300000390

They have a payment agreement with the assessment office.

Mike Hoang Quach 17-18 assessments \$106.76, 7903 Leander St.-0131780000026

He has a payment agreement with the assessment office.

### **Bankrupt:**

Alliance Processors Inc. 16 assessments \$33.75, 7611 Avenue N-0251990000037

A claim has been filed on behalf of the District.

### **Paid in full:**

Commerce Street Development Ltd. \$186.93, 2412, 2414 & 2416 Commerce St.-  
1285510030003, 1285510030002, 1285510030001

### **2018 accounts:**

In addition to other 2018 accounts listed on this report, there are 36 delinquent accounts with base assessments ranging from \$4 to \$2,406. Demand letters have been sent, we are trying to reach each owner by phone and we are contacting lienholders, where appropriate.

### **Other accounts:**

Judith Wiederkehr et al. 17-18 assessments \$10,941.31, 7525 & 7425 Sherman St.-  
0251090000023, 0251200000003

They filed suit against the appraisal district on the 2017 valuation of the property, but the case was dismissed. We sent a demand letter, an emailed statement, and we left a voice mail message but there has been no response. They have now filed suit against the appraisal district on the 2018 valuation of the property; we are monitoring the case.

- In addition to other accounts listed on this report, there are 65 property owners delinquent for assessment years prior to 2018. Base assessments due range from \$7 to \$2,164; these amounts include 2018 assessments if they are also due. Demand letters have been sent and we are attempting to contact each owner by phone. We are also contacting mortgage companies, where appropriate.

As of 8/8/19, there were 304 delinquent property owners with base assessments due of \$198,625.25.  
 As of 9/12/19, there were 262 delinquent property owners with base assessments due of \$171,609.77.  
 As of 10/10/19, there were 243 delinquent property owners with base assessments due of \$158,507.83.  
 As of 11/5/19, there were 230 delinquent property owners with base assessments due of \$139,747.79.  
 As of 1/9/20, there were 211 delinquent property owners with base assessments due of \$122,141.60.  
 As of 2/6/20, there were 189 delinquent property owners with base assessments due of \$112,157.16.  
 As of 3/12/20, there were 156 delinquent property owners with base assessments due of \$92,811.12.  
 As of 4/7/20, there were 144 delinquent property owners with base assessments due of \$87,159.75.  
 As of 5/15/20, there were 139 delinquent property owners with base assessments due of \$85,034.58.  
 As of 6/12/20, there were 133 delinquent property owners with base assessments due of \$82,239.81.  
 As of 7/8/20, there were 132 delinquent property owners with base assessments due of \$81,956.48.

If you have any questions, please feel free to contact me.



Carl O. Sandin



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 Office: 713-802-6965 (Direct Line)  
 Mobile: 713-824-1290  
 Fax: 713-862-1429

**Item #3**

**Appointment of Directors**

**Item #4****Appointment of Committee Members**



**Item #5**

**Minutes**

**EAST END DISTRICT**  
**Regular Meeting of the Board of Directors**  
**June 25, 2020**

The Board of Directors (the “Board”) of the East End District (the “District” or “EED”) met in regular session, open to the public, via video/audio conference on Thursday, June 25, 2020, at 3:30 p.m. The video/audio conference meeting was authorized pursuant to the March 16, 2020 Declaration by the Governor of the State of Texas, which suspended certain provisions of Chapter 551, Texas Government Code, in response to the Coronavirus (COVID-19) disaster. The Governor’s Proclamation permitted governmental bodies to conduct meetings via telephone or videoconference to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the COVID-19. The roll was called for the members of the Board, to-wit:

Position 1	Bryson Grover	
Position 2	Blanca Blanco	Assistant Secretary
Position 3	Stephen Quezada	Treasurer
Position 4	William McConnell	
Position 5	Domenic Laurenzo	
Position 6	Joe Meppelink	Chairman
Position 7	Erin Dyer	
Position 8	Jose Valdez	
Position 9	Devin Licata	
Position 10	Vacant	
Position 11	Taryn Sims	Secretary
Position 12	Elliot Barner	
Position 13	Vacant	
Position 14	Marjorie Peña	
Position 15	Susan Sahwani-Garcia	

and all of the above were present except for Directors Grover, McConnell and Garcia, thereby establishing a quorum.

Also present during all or part of the meeting were Veronica Chapa Gorczynski, the District’s President; Martin Chavez, the District’s Director of Constituent Services; Dan Joyce, the District’s Director of Marketing & Communications; Eva Quiroz, the District’s Administrative Services Manager; Roy Rodriguez, the District’s Farmers’ Market Manager; Sergeant Maldonado of Harris County Precinct 6 (“Precinct 6”); Patrick Ezzell of Coastal Builders (“CB”); Justine Townsend of Your Part-Time Controller, LLC; Sherry Weesner of Tax Increment Reinvestment Zone 15 (“TIRZ 15”) Laura Davis and Judy Marcantel of Sanford Kuhl Hagan Kugle Parker Kahn LLP; and Monica Aizpurua a resident within the District.

**Item 1. Receive Public Comments in accordance with adopted procedures.**

There were no public comments.

**Item 2. Assessments.** Receive report on collection of assessments and authorize appropriate action.

Ms. Townsend presented the delinquent assessment report. She reported that the District's 2019 assessments were 93% collected as of May 31, 2020. No action was necessary.

**Item 3. Appointment of Directors.**

**a. Declare vacancies, if appropriate; appoint directors to Committees, if appropriate.**

No action was taken.

**b. Appoint Director to East End Improvement Corporation Board.**

President Gorczynski stated that Blanca Blanco's term will expire June 26, 2020, for the East End Improvement Corporation ("EEIC"). She then requested the Board to consider reappointing Director Blanco for another two-year term to the EEIC Board. After discussion, Director Sims made a motion to reappoint Director Blanco as an EEIC Board Member to a new two-year term expiring June 26, 2022. Director Quezada seconded the motion, which passed unanimously.

**Item 4. Appointment of Committee Members.**

No action was taken.

**Item 5. Minutes.** Approve minutes of previous Board meeting(s).

The Board next considered approving the minutes of the May 28, 2020, meeting. Director Blanco moved to approve the minutes of the May 28, 2020, regular Board meeting, as presented. Director Dyer seconded the motion, which passed unanimously.

**Item 6. Security Report.** Receive security report related to Precinct 6 Security contract.

Sergeant Maldonado of Precinct 6 reported on crime in the District. He reported that business checks have decreased now that businesses have started opening up again and that he anticipates a continued decrease. No action was necessary.

**Item 7. Financial Reports.** Receive and approve the Treasurer's reports on revenues and expenditures, the investment report and the Finance Committee report, and authorize appropriate action.

Ms. Townsend presented and reviewed the monthly Financial Reports for May 31, 2020; the District's investment report for May 2020; and the Leverage Log of Match, Grants and In-Kind Funds 2019-2020 (collectively, the "Reports"). After discussion, Director Peña moved to approve the Reports, as presented. Director Licata seconded the motion, which passed unanimously.

**Item 8. Employee Health Insurance Purchase for 2021.** Consider proposal for employee Health Insurance for Fiscal Year 2021, approve purchase of same, and authorize appropriate action.

President Gorczynski presented and reviewed a proposal for the renewal of District staff health insurance with Blue Cross Blue Shield (BCBS) for Fiscal Year 2021. She stated the total renewal will be approximately \$94,169.64 per year, which is within the budget of the District. She also stated that the Executive Committee has reviewed and approved this recommendation.

After discussion, Director Quezada moved to approve the proposal from BCBS and purchase renewal of the employee health insurance for Fiscal Year 2021. Director Galindo seconded the motion, which passed unanimously.

**Item 9. Esplanade Improvements on Lawndale at Wayside.** Consider authorizing up to \$20,000 in funding for esplanade improvements on Lawndale at Wayside

Mr. Ezzel next requested approval to invest additional funds in partnership with the Office of Council Member Robert Gallegos, District I and City of Houston to develop two esplanades located at Lawndale at Wayside. He stated that the District has \$30,000 reserved *in the 3.4 Grant Implementation* category of the budget, and recommends allocating \$20,000 for further esplanade development. He also requested authorization for President Gorczynski to contract with a landscape architect to plan for the \$100,000 in improvements that would be leveraged in both esplanade sections. President Gorczynski also stated that the executive committee has reviewed and approved this recommendation.

After discussion, Director Galindo moved to recommend the allocation of \$20,000 towards project development; authorize the President to contract with a landscape architect to plan for the \$100,000 in improvements that would be leveraged in both new esplanade sections; and authorize use of remaining funds, if any, from the \$20,000 hereby authorized for project development. Director Blanco seconded the motion, which passed unanimously.

**Item 10. Resolution Assigning Houston East End Cultural District to East End Improvement Corporation.**

President Gorczynski requested approval of the Resolution Assigning to the East End Improvement Corporation the Planning, Administration and Reporting Responsibilities of the East End Houston Cultural District (“Resolution”). She stated the District has determined that the EEIC has the authority and ability to perform such oversight of the Cultural District, and the EEIC is willing to perform such oversight. She also stated that the Executive Committee has reviewed and approved this recommendation.

After discussion, Director Peña moved to approve Resolution assigning to the EEIC the planning, administration and reporting responsibilities of the East End Houston Cultural District. Director Quezada seconded the motion, which passed unanimously, with the exception of Directors Blanco and Barner, who abstained from voting.

**Item 11. President's Report - District Overview.** Receive the President's report on the following District programs and authorize appropriate action:

**a. Security and Public Safety:**

1. Graffiti abatement program

Mr. Chavez reviewed the monthly graffiti report for the District. No action was necessary.

2. Law Enforcement Coordination Team

Mr. Chavez reported that Law Enforcement Coordination Team (LECT) meeting was cancelled due to COVID-19. Mr. Chavez updated the Board on staff outreach to law enforcement. No action was necessary.

**b. Visual and Infrastructure Improvements:**

1. Right of way clean-up, litter pick-up, tire removal, dump site clean-up, and street lamp repair

Mr. Chavez presented a report for services performed by the District's litter, right of way and special projects crew. No action was necessary.

2. Report on 5310 Sidewalk Grant

Mr. Ezzell reported that 40 crepe myrtles were installed along Sherman Street, and a newly refurbished bus shelter was installed at the intersection of Canal and Edgewood. No action was necessary.

3. Report on Lockwood Garage

There was no additional report.

4. Report on UP CDC

There was no additional report.

5. Report on Maker HUB

Mr. Ezzell provided an update on the construction of the Maker HUB. No action was necessary.

6. Report on Farmers Market

Mr. Rodriguez reported that the Farmers' Market reopened on June 14<sup>th</sup> and limited vendors to comply with social distancing guidelines. No action was necessary.

c. Marketing & Perception. Receive report on marketing activities.

Mr. Joyce reported on analytics regarding the District's social media platforms. He also discussed the District's outreach efforts during June, 2020. No action was necessary.

d. Cultural District

Mr. Joyce reported on Cultural District beautification projects including murals that were completed. No action was necessary.

e. East End Improvement Corporation

Mr. Joyce reported on future responsibilities of the EEIC which includes planning of projects and budgets, oversight of strategic plans, and handling annual reporting to the Texas Commission on the Arts (TCA) and grantors. No action was necessary.

**Item 10. Adjourn.**

There being no further business, the meeting was then adjourned at 5:05 p.m.

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East End District

**Item #6**  
**Security Report**

**Item #7**

**Financial Reports**



**MEMORANDUM*****TO: Veronica Chapa Gorczynski, President******FROM: Justine Townsend, YPTC Associate******DATE: July 13, 2020******SUBJECT: Financial Reports for the Month and Third Quarter Ended June 30, 2020*****Financial Reports Included:****Financial Statements**

- Governmental Funds Balance Sheet - Pages 4-5
- Statement of Governmental Fund Revenues, Expenditures and Changes in Fund Balances – Month Ended June 30, 2020 - Page 6
- Statement of Governmental Fund Revenues, Expenditures and Changes in Fund Balances – Third Quarter Ended June 30, 2020 - Page 7
- Governmental Funds Statement of Cash Flows – Page 8

**Required Supplementary Information**

- Budgetary Comparison Schedules – Month Ended June 30, 2020 – Page 10
- Budgetary Comparison Schedule – Third Quarter Ended June 30, 2020 – Page 11
- Rolling Cash Forecast – Page 12

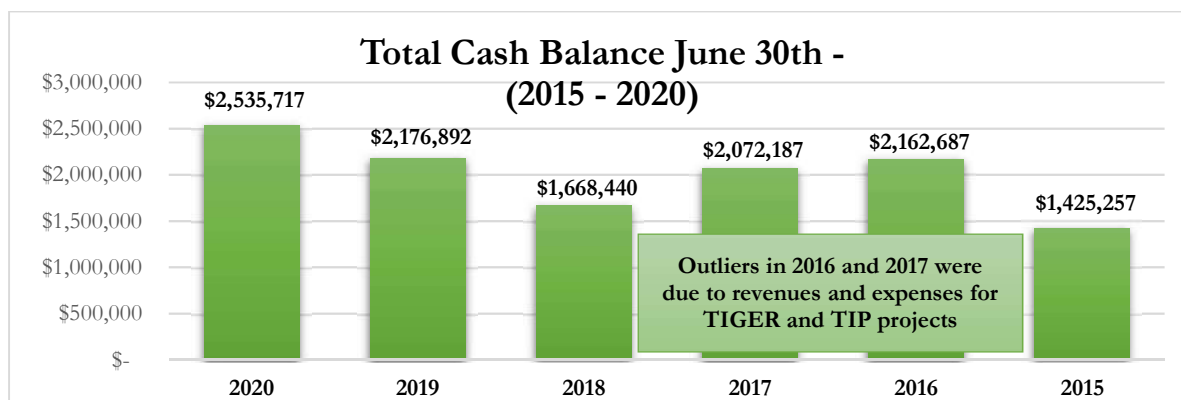
**Supplementary Information**

- Changes in Fund Balance of Assigned and Committed Funds – Page 14
- Investment Report – Page 15
- Schedule of Capital Asset Activity – Page 16
- Accounts Receivable – Top Five Balances – Page 17
- Projected Leverage Reports – Pages 18 - 19

**IMPORTANT NOTES AND RESULTS:**

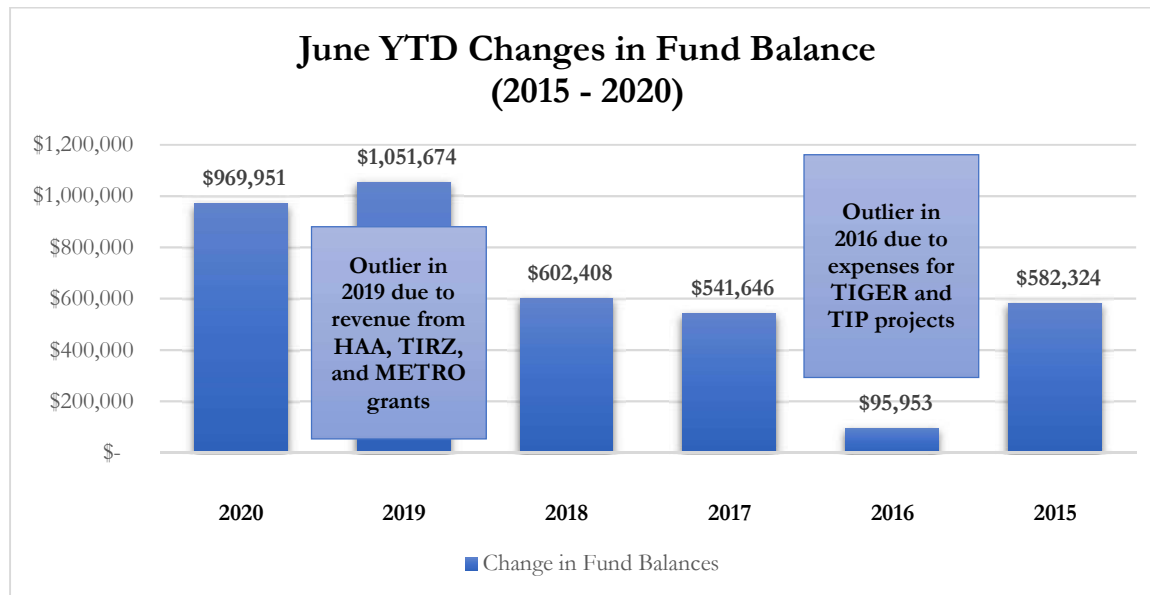
*The East End District remains in a strong financial position to weather the current economic crisis. However, we are anticipating negative impacts to the District primarily due to reduced assessment collections in the remainder of this fiscal year. The management of the District has worked to find expense savings to offset the impact. Please see the variance discussion below and the Rolling Cash Forecast with updated forecasted anticipated COVID 19 impacts on page 12.*

The total cash balance at the end of June was \$2,535,717. The graph demonstrates a higher balance than previous years; the increase in balance is due to increased assessment revenue from increased property values and development and expense savings (explored below).

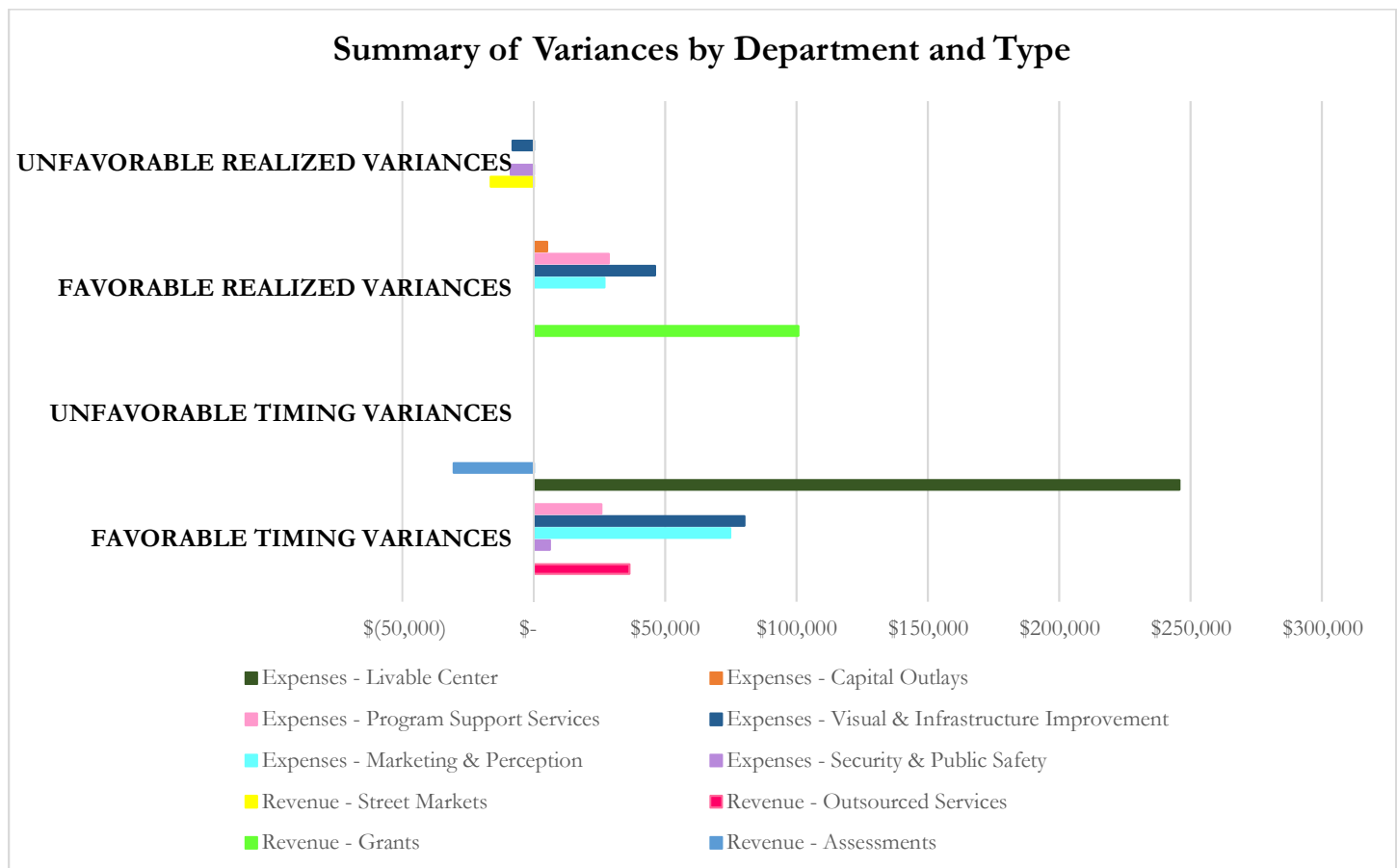


**IMPORTANT NOTES AND RESULTS (continued):**

The total increase to fund balance as of the end of the third quarter of this fiscal year was \$969,951. The graph below compares the YTD June 2020 results to the YTD May results in the previous five years. Please see the variance explanations below and the Changes in Fund Balance report on page 14 for more details.



*Explanations for significant departures (total net variance exceeds \$5k) from budget during the three quarters ended June 30, 2020 are categorized by timing and realized variances:*



**REVENUE TIMING VARIANCES**

- **Assessments** unfavorable variance was due to reduced collections and refunds to taxpayers for overpayments of disputed values. This remains a timing variance, because we do not know yet whether this is a short-term delay in collections or if collections will suffer for the remainder of the year due to the harm to businesses and the economy by the COVID 19 pandemic. By September 30, 2020, the shortfall could be as much as \$50,000, if collections continue the current pattern.
- **Outsourced services** favorable variance was due to increased activity on the City of Houston contract. Usually the activity on the contract is higher in the spring and early summer; this is a timing difference due to the ceiling on expenditures for graffiti and field services in the contract. Annual revenue is likely to exceed the annual budget, however the uncertainty of economic conditions and outsourced services activity in the fourth quarter are the reason this favorable variance remains a timing variance.

**EXPENSE TIMING VARIANCES**

- **Security and public safety** favorable variance was due to savings in public safety initiatives.
- **Marketing and perception** favorable variances were primarily due to the timing of print materials, wayfinding signs, and cultural district activities grant expenditures pushed to the third and fourth quarter.
- **Visual and infrastructure improvements** favorable variances are primarily due to the delay of Harrisburg parking garage legal fees, and grant implementation.
- **Program support services** favorable variance was primarily due to delayed legal invoicing, security and delinquent tax contract services, and payroll changes being budgeted too heavily in the first quarter.
- **Livable centers expenditures** had a favorable variance due to delayed project work while budget changes are being resolved. The project work will occur in late summer and fall.

**REVENUE REALIZED VARIANCES**

- **Grants** favorable variance was due to additional grant funds provided by the TIRZ for the Roundabout construction.
- **Street markets** unfavorable variance is due to the pandemic and resulting extended closure of the Esplanade for gatherings including the Sunday Farmer's Market, last Friday Nights, and rentals for events.

**EXPENSE REALIZED VARIANCES**

- **Security and public safety** unfavorable variance was due to significant truck repair costs for the 2011 Isuzu and overtime payroll, offset by increased revenue. This realized portion will result in exceeding the current year budget.
- **Marketing and perception** favorable variances were due to less bonus and payroll expenses than budgeted and decisions to cut the truck wraps from the current year budget to offset potential assessment revenue shortfalls.
- **Visual and infrastructure improvements** favorable variances were due to payroll savings, savings on costs of infrastructure improvements, and canceled street market activities. The unfavorable variance is due to the expense associated with the in-kind donation of \$8,000 of trees from Trees for Houston; this is offset by in-kind revenue recognized in "Other" revenue.
- **Program support services** favorable variances were due to less rent; utilities; personnel services; public hearing; bonus; and payroll expenses than budgeted.

- **Capital outlays** favorable variance was primarily due to the savings realized on the purchase of the new vehicles and office defibrillator.

Please let me know if you would like any additional information about the attached financial statements.

**EAST END DISTRICT****Financial Statements****For the Month and Three Quarters Ended June 30, 2020**

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## **Financial Statements**

*East End District*  
*Governmental Funds Balance Sheet*  
*June 30, 2020*

	General Operating	Capital Projects	Total
<b>Assets</b>			
<b>Checking/Savings</b>			
Frost - Checking	\$ 167,454	\$ -	\$ 167,454
Frost - Money Market	2,057,215	-	2,057,215
Frost - FTA Checking	11,787	-	11,787
Space City - Money Market	250,000	-	250,000
Space City - Savings	5	-	5
TexPool	48,006	-	48,006
Petty Cash	1,250	-	1,250
<b>Total Checking/Savings</b>	2,535,717	-	2,535,717
<b>Accounts Receivable</b>			
Assessments	262,147	-	262,147
Graffiti	68,763	-	68,763
Grants	37,000	171,723	208,723
East End Improvement Corporation	-	-	-
Other Receivables	10,506	-	10,506
<b>Total Accounts Receivable</b>	378,415	171,723	550,138
<b>Other Current Assets</b>			
Prepaid Expenses	15,349	-	15,349
Prepaid Security Patrol	35,445	-	35,445
Internal Balances	454,465	(454,465)	-
<b>Total Other Current Assets</b>	505,259	(454,465)	50,794
<b>Total Assets</b>	<u>\$ 3,419,392</u>	<u>\$ (282,742)</u>	<u>\$ 3,136,650</u>



*East End District*  
*Governmental Funds Balance Sheet*  
*June 30, 2020*

	General Operating	Capital Projects	Total
<b>Liabilities</b>			
Accounts Payable	\$ 123,059	\$ -	\$ 123,059
Retainage Payable	18,086	-	18,086
Harrisburg Parking Garage Deposit	5,325	-	5,325
Due to Taxpayers	17,378	-	17,378
Other Liabilities	1,475	-	1,475
<b>Total Liabilities</b>	<b>165,323</b>	<b>-</b>	<b>165,323</b>
<b>Deferred Inflows of Resources</b>			
Assessments	262,147	-	262,147
<b>Total Deferred Inflows of Resources</b>	<b>262,147</b>	<b>-</b>	<b>262,147</b>
<b>Fund Balances</b>			
<b>Nonspendable</b>			
Prepaid Costs	50,794	-	50,794
<b>Donor Restricted Fund Balances</b>			
Cultural District activities	53,901	-	53,901
<b>Designated</b>			
Capital Improvements	806,015	(125,706)	680,309
Designated Funds	237,000	-	237,000
Budget Stabilization	291,506	-	291,506
Contingency	107,256	-	107,256
Vehicle Replacement	4	-	4
Building Pre-Development	30,000	-	30,000
H-GAC Livable Centers	-	-	-
Capital Asset Replacement	70,000	-	70,000
<b>Fund Balances without Restrictions or Designations</b>			
Unassigned	1,345,446	(157,036)	1,188,410
<b>Total Fund Balances</b>	<b>2,991,922</b>	<b>(282,742)</b>	<b>2,709,180</b>
<b>Total Liabilities, Deferred Inflows of Resources, and Fund Balances</b>	<b>\$ 3,419,391</b>	<b>\$ (282,742)</b>	<b>\$ 3,136,649</b>

*East End District**Governmental Fund Revenues, Expenditures and Changes in Fund Balance  
For the Month Ended June 30, 2020*

	General Operating	Capital Projects	Total
<b>Revenues</b>			
Assessments, net	\$ 23,503	\$ -	\$ 23,503
Grant funding	-	-	-
Outsourced services	50,451	-	50,451
Street market	425	-	425
Other revenues	2,457	-	2,457
<b>Total Revenues</b>	<u>76,836</u>	<u>-</u>	<u>76,836</u>
<b>Expenditures</b>			
Security and public safety	66,081	-	66,081
Marketing and perception	58,033	-	58,033
Visual and infrastructure imp.	81,676	-	81,676
Livable Center	-	862	862
Program support services	67,411	-	67,411
<b>Capital Outlay</b>			
Visual and infrastructure imp.	-	-	-
Program support services	-	-	-
<b>Total Expenditures</b>	<u>273,201</u>	<u>862</u>	<u>274,063</u>
<b>Net Change In Fund Balances</b>	(196,365)	(862)	(197,226)
<b>Fund Balances</b>			
Beginning of period	<u>3,188,287</u>	<u>(281,880)</u>	<u>2,906,407</u>
End of Period	<u>2,991,922</u>	<u>(282,742)</u>	<u>2,709,180</u>

*East End District**Governmental Fund Revenues, Expenditures and Changes in Fund Balance**For the Three Quarters ended June 30, 2020*

	General Operating	Capital Projects	Total
<b>Revenues</b>			
Assessments, net	\$ 2,845,117	\$ -	\$ 2,845,117
Grant funding	4,167	96,542	100,709
Outsourced services	423,101	-	423,101
Street market	18,665	-	18,665
Other revenues	44,001	-	44,001
<b>Total Revenues</b>	<u>3,335,051</u>	<u>96,542</u>	<u>3,431,593</u>
<b>Expenditures/Expenses</b>			
<b>Current</b>			
Security and public safety	620,355	-	620,355
Marketing and perception	456,878	-	456,878
Visual and infrastructure imp.	613,015	-	613,015
Livable Center	-	27,224	27,224
Program support services	685,416	-	685,416
<b>Capital Outlay</b>			
Visual and infrastructure imp.	57,559	-	57,559
Program support services	1,195	-	1,195
<b>Total Expenditures/Expenses</b>	<u>2,434,418</u>	<u>27,224</u>	<u>2,461,642</u>
<b>Net Change In Fund Balances</b>	900,632	69,318	969,951
<b>Fund Balances</b>			
Beginning of period	2,091,290	(352,060)	1,739,230
End of period	<u>2,991,922</u>	<u>(282,742)</u>	<u>\$ 2,709,180</u>

*East End District*  
*Governmental Funds Statement of Cash Flows*  
*For the Three Quarters ended June 30, 2020*

**CASH FLOWS FROM OPERATING ACTIVITIES**

<b>Net Change in Fund Balance</b>	<b>\$</b>	<b>969,951</b>
Assessments Receivable		(92,877)
Grants Receivable		48,089
Graffiti Accounts Receivable		(2,308)
Receivable - EEIC		54,992
Other Accounts Receivable		(8,856)
Accounts Payable		(110,402)
Due to Tax Payers		8,821
Due to Others		(2,637)
Prepaid Expenses		(23,592)
Deferred Revenue		81,123
<b>Net cash provided by operating activities</b>		<b>922,304</b>
<b>NET CASH INCREASE (DECREASE)</b>		<b>922,304</b>
Cash balances as of September 30, 2019		1,613,413
<b>Cash balances as of June 30, 2020</b>	<b>\$</b>	<b>2,535,717</b>

### **Required Supplementary Information**

*East End District*  
*Budgetary Comparison Schedules*  
*For the Month Ended June 30, 2020*

**GENERAL OPERATING**

	Original and Final Budget	Actual	Variance
<b>General Operating Revenues</b>			
Assessments, net	\$ 28,000	\$ 23,503	\$ (4,497)
Grant funding	-	-	-
Outsourced services	40,000	50,451	10,451
Street market	3,000	425	(2,575)
Other revenues	3,674	2,457	(1,217)
<b>Total Revenues</b>	<b>74,674</b>	<b>76,836</b>	<b>2,162</b>
<b>General Operating Expenditures</b>			
<b>Current</b>			
Security and public safety	71,709	66,081	5,629
Marketing and perception	43,158	58,033	(14,876)
Visual and infrastructure imp.	69,121	81,676	(12,554)
Program support services	71,214	67,411	3,804
<b>Capital Outlay</b>			
Visual and infrastructure imp.	-	-	-
Program support services	-	-	-
<b>Total Expenditures</b>	<b>255,203</b>	<b>273,201</b>	<b>(17,998)</b>
<b>Net Change In Fund Balances</b>	<b>(180,529)</b>	<b>(196,365)</b>	<b>(15,836)</b>
<b>Fund Balances</b>			
Beginning of period	3,188,287	3,188,287	-
End of Period	\$ 3,007,758	\$ 2,991,922	\$ (15,836)

**CAPITAL PROJECTS**

	Original and Final Budget	Actual	Variance
<b>Capital Projects Revenues</b>			
Grant funding	\$ -	\$ -	\$ -
<b>Capital Projects Expenditures</b>			
Livable center	35,000	862	34,138
<b>Net Change In Fund Balances</b>	<b>(35,000)</b>	<b>(862)</b>	<b>34,138</b>
<b>Fund Balances</b>			
Beginning of period	(281,880)	(281,880)	125,166
End of Period	\$ (316,880)	\$ (282,742)	\$ 159,305

*East End District*  
*Budgetary Comparison Schedules*  
*For the Three Quarters ended June 30, 2020*

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**GENERAL OPERATING**

	Original and Final Budget	Actual Year-to-Date	Variance	Projected Budget Year 2018-2019
<b>Operating Revenues</b>				
Assessments, net	\$ 2,875,562	\$ 2,845,117	\$ (30,445)	\$ 2,915,062
Grant funding	-	4,167	4,167	-
Outsourced services	386,640	423,101	36,461	521,340
Street market	35,100	18,665	(16,435)	46,100
Other revenues	43,667	44,001	334	53,490
<b>Total Revenues</b>	<b>3,340,969</b>	<b>3,335,051</b>	<b>(5,918)</b>	<b>3,535,992</b>
<b>Operating Expenditures</b>				
<b>Current</b>				
Security and public safety	617,790	620,355	(2,566)	829,024
Marketing and perception	558,646	456,878	101,768	683,550
Visual and infrastructure imp.	735,587	613,015	122,572	955,717
Workforce development	-	-	-	87,452
Livable Center	-	-	-	10,000
Program support services	739,614	685,416	54,198	966,651
<b>Capital Outlay</b>				
Visual and infrastructure imp.	60,900	57,559	3,341	60,900
Program support services	2,900	1,195	1,705	2,900
<b>Total Expenditures</b>	<b>2,715,437</b>	<b>2,434,418</b>	<b>281,019</b>	<b>3,596,194</b>
<b>Net Change In Fund Balances</b>	<b>625,532</b>	<b>900,632</b>	<b>275,101</b>	<b>(60,202)</b>
<b>Fund Balances</b>				
Beginning of period	2,091,290	2,091,290	-	2,091,290
End of Period	\$ 2,716,822	\$ 2,991,922	\$ 275,101	\$ 2,031,088

**CAPITAL PROJECTS**

	Original and Final Budget	Actual Year-to-Date	Variance	Projected Budget Year 2018-2019
<b>Capital Projects Revenues</b>				
Grant funding	\$ -	\$ 96,542	\$ 96,542	\$ 48,000
<b>Capital Projects Expenditures</b>				
Livable center	273,000	27,224	245,776	285,000
<b>Net Change In Fund Balances</b>	<b>(273,000)</b>	<b>69,318</b>	<b>342,318</b>	<b>(237,000)</b>
<b>Fund Balances</b>				
Beginning of period	(352,060)	(352,060)	-	(352,060)
End of Period	\$ (625,060)	\$ (282,742)	\$ 342,318	\$ (589,060)

*East End District*  
*Rolling Cash Forecast - Anticipated COVID-19 Impact*  
*For the fiscal year ending September 30, 2020*

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	Actual Cash Activity					Half-Month Interruption		Diminished Activity					Cash		Accrual
	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Total Actual		Approved
	Actual										Forecast		& Forecast		Budget
<b>Cash Deposits</b>															
Assessments, net	\$ (1,737)	\$ 16,760	\$ 625,343	\$ 1,005,505	\$ 1,044,027	\$ 73,306	\$ 16,534	\$ 23,639	\$ 26,796	\$ 20,000	\$ 20,000	\$ 10,000	\$ 2,880,172	\$	2,915,062
Grant Funding	-	39,083	11,089	-	2,083	-	-	96,542	-	-	-	-	148,798		-
Outsourced Services	49,215	35,485	55,717	59,897	25,805	61,040	36,725	51,399	55,961	40,000	35,000	46,393	552,637		521,340
Street Market Revenues	4,368	5,255	5,585	715	1,920	1,176	-	-	422	-	-	-	19,441		46,100
Other Miscellaneous Income	1,759	792	725	1,848	64,909	4,625	887	440	505	6,200	7,976	2,476	93,142		53,490
<b>Total Cash Deposits</b>	<b>\$ 53,606</b>	<b>\$ 97,375</b>	<b>\$ 698,460</b>	<b>\$ 1,067,964</b>	<b>\$ 1,138,744</b>	<b>\$ 140,146</b>	<b>\$ 54,145</b>	<b>\$ 172,020</b>	<b>\$ 83,683</b>	<b>\$ 66,200</b>	<b>\$ 62,976</b>	<b>\$ 58,869</b>	<b>\$ 3,694,189</b>	<b>\$</b>	<b>3,535,992</b>
<b>Expenditures</b>															
Security & Public Safety	\$ 83,070	\$ 57,918	\$ 62,938	\$ 64,622	\$ 71,288	\$ 62,391	\$ 77,906	\$ 76,119	\$ 71,448	\$ 65,370	\$ 66,270	\$ 69,445	\$ 828,787	\$	829,024
Marketing and Perception	45,720	68,225	47,410	35,644	57,565	47,674	52,766	51,784	48,691	56,280	77,236	64,268	653,261		683,550
Visual and Infrastructure Imprv	66,237	64,797	62,386	67,678	57,667	52,955	51,657	98,528	70,543	62,315	83,472	128,189	866,423		955,717
Workforce Development	87,500	-	-	-	-	-	-	-	-	-	-	87,452	174,952		87,452
Program Support Services	114,851	62,406	87,910	74,233	92,649	69,669	66,648	87,785	63,228	72,917	76,050	75,281	943,627		966,651
Livable Center	1,850	10,953	2,805	1,850	5,585	5,475	7,423	1,500	5,055	210,560	25,000	35,000	313,055		343,000
Capital Outlay	-	-	2,163	-	-	27,198	1,195	28,198	-	-	-	-	58,754		63,800
<b>Total Cash Expenditures</b>	<b>\$ 399,227</b>	<b>\$ 264,300</b>	<b>\$ 265,611</b>	<b>\$ 244,027</b>	<b>\$ 284,753</b>	<b>\$ 265,362</b>	<b>\$ 257,596</b>	<b>\$ 343,914</b>	<b>\$ 258,965</b>	<b>\$ 467,442</b>	<b>\$ 328,028</b>	<b>\$ 459,634</b>	<b>\$ 3,838,858</b>	<b>\$</b>	<b>3,929,194</b>
Net Cash Increase/(Decrease)	(345,621)	(166,924)	432,848	823,938	853,991	(125,216)	(203,450)	(171,894)	(175,281)	(401,242)	(265,052)	(400,765)	(144,668)		
<b>Ending Cash Balance</b>	<b>\$ 1,267,791</b>	<b>\$ 1,100,867</b>	<b>\$ 1,533,716</b>	<b>\$ 2,357,653</b>	<b>\$ 3,211,645</b>	<b>\$ 3,086,429</b>	<b>\$ 2,882,979</b>	<b>\$ 2,711,085</b>	<b>\$ 2,535,803</b>	<b>\$ 2,134,561</b>	<b>\$ 1,869,510</b>	<b>\$ 1,468,744</b>	<b>\$ 1,468,744</b>		



## **Supplementary Information**

*East End District*  
*Changes in Fund Balance*  
*For the Three Quarters ended June 30, 2020*

	9/30/2019	10/1/2019	10/1/2019	10/1/2019 - 6/30/2020	Total Fund Balances 6/30/2020		
	Total Fund Balances*	Reallocations by Board	Total Fund Balance	Revenue & Expenditures	General Operating	Capital Projects	Total
<b>Nonspendable</b>							
Prepaid Costs	\$ 27,203	\$ -	27,203	\$ 23,592	\$ 50,794	\$ -	\$ 50,794
<b>Donor Restricted Fund Balances</b>							
Cultural District activities	132,500	-	132,500	(78,599)	53,901	-	53,901
<b>Designated</b>							
Capital Improvements	398,783	212,208	610,991	69,318	806,015	(125,706)	680,309
Designated Funds	219,168	17,832	237,000	-	237,000	-	237,000
Budget Stabilization	269,702	21,804	291,506	-	291,506	-	291,506
Contingency	89,370	17,886	107,256	-	107,256	-	107,256
Vehicle Replacement	-	55,400	55,400	(55,396)	4	-	4
Building Pre-Development	30,000	-	30,000	-	30,000	-	30,000
H-GAC Livable Centers	41,400	(41,400)	-	-	-	-	-
Capital Asset Replacement	62,500	7,500	70,000	-	70,000	-	70,000
<b>Fund Balances without Restrictions or Designations</b>					-	-	-
Unassigned	468,604	(291,230)	177,374	1,011,036	1,345,446	(157,036)	1,188,410
	\$ 1,739,229	\$ -	\$ 1,739,229	\$ 969,951	\$ 2,991,922	\$ (282,742)	\$ 2,709,180

Capital Improvements - Detail of Activity	Board Approved Allocations (FY19/20 Budget)	Additional Board Allocations (during FY19/20)	Restricted Revenue	Expenses	Total as of 6/30/2020
Unallocated Capital Improvement Funds	277,991	(104,906)			173,085
Roundabout	150,000	104,906	96,542		351,448
Sidewalks: Hagerman/Safe Route to Schools	60,000			(8,474)	51,526
Transportation Improvement Program	-				-
Harrisburg Parking Garage (Eastwood Intermodal Terminal)	48,000			(18,750)	29,250
Bike Plan / Infrastructure	75,000				75,000
<b>Total</b>	<b>\$ 610,991</b>	<b>\$ -</b>	<b>\$ 96,542</b>	<b>\$ (27,224)</b>	<b>\$ 680,309</b>

**East End District  
Investment Report  
6/1/2020 - 6/30/2020**

BANK	INVESTMENT #	TYPE	RATE	PURCHASE DATE	MATURITY DATE	AMOUNT	MARKET VALUE
<b>CASH ON HAND</b>						6/30/2020	6/30/2020
Space City Credit Star Savings	#26091007					\$ 5	\$ 5
Frost Bank Checking Account	#50 2687674		0.01%			201,450	201,450
Frost Bank FTA Deposit Account	#50 2687666		0.01%			11,787	11,787
Total Cash on Hand						\$ 213,242	\$ 213,242
Beginning Balance	\$ 311,966						
Interest	2						
Deposits	172,766						
Withdrawals	(271,492)						
Ending Balance	\$ 213,242					\$ 213,242	\$ 213,242
<b>GENERAL FUND INVESTMENTS</b>						6/30/2020	6/30/2020
Certificates of Deposit	None	A	0.00%			\$ -	\$ -
TexPool	#79008	B	0.21%			48,006	48,006
Space City Credit Union Money Market	#26091007	B	0.99%			250,000	250,000
Frost Bank Money Market	#50 2687682	C	0.13%			2,057,215	2,057,215
						\$ 2,355,221	\$ 2,355,221
Beginning Balance	\$ 2,430,197						
Interest	230						
Deposits	-						
Withdrawals	(75,205)						
Total General Fund Investments	\$ 2,355,221					\$ 2,355,221	\$ 2,355,221
<b>Total Cash on Hand and GF Investments</b>						\$ 2,568,463	\$ 2,568,463

The investments reported above for the period stated are in compliance with the investment strategy expressed in the District's Investment Policy and the Public Funds Investment Act.

This report and the District's Investment Policy are submitted to the Board for its review and to make any changes as determined by the Board to be necessary and prudent for the management of District Funds.

The amounts reflected in the investment report reflect the financial institution's statement balances, not the book balances reflected in the Governmental Funds Balance Sheet.

TYPE A=Certificate of Deposit  
TYPE B=Direct Public Investment Fund  
TYPE C=Other

Investment Officer	Date	Training Date
Investment Officer	Date	Training Date

*East End District*  
*Schedule of Capital Asset Activity*  
*For the Three Quarters ended June 30, 2020*

	Balance at 10/01/19	Additions	Balance at 06/30/20
<b>Capital assets being depreciated</b>			
Furniture & Fixtures	\$ 124,369	\$ -	\$ 124,369
Software & Websites	\$ 2,950	\$ -	\$ 2,950
Vehicles	\$ 386,709	\$ 55,396	\$ 442,105
Equipment	\$ 117,202	\$ 3,358	\$ 120,560
Leasehold Improvements	\$ 20,604	\$ -	\$ 20,604
Land Improvements	\$ 3,970,649	\$ -	\$ 3,970,649
	<u>\$ 4,622,483</u>	<u>\$ 58,754</u>	<u>\$ 4,681,237</u>
<b>Less accumulated depreciation</b>			
Furniture & Fixtures	\$ (65,757)	\$ (5,122)	\$ (70,879)
Software & Websites	\$ (344)	\$ (738)	\$ (1,082)
Vehicles	\$ (281,013)	\$ (29,592)	\$ (310,605)
Equipment	\$ (67,863)	\$ (14,900)	\$ (82,763)
Leasehold Improvements	\$ (4,512)	\$ (396)	\$ (4,908)
Land Improvements	\$ (1,090,107)	\$ (153,237)	\$ (1,243,344)
	<u>\$ (1,509,596)</u>	<u>\$ (203,985)</u>	<u>\$ (1,713,581)</u>
 <b>Capital assets, net</b>	 <u><u>\$ 3,112,887</u></u>	 <u><u>\$ (145,231)</u></u>	 <u><u>\$ 2,967,656</u></u>

*East End District**Accounts Receivable - Top Five Balances**For the Three Quarters ended June 30, 2020*

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Grant Receivable FTA - Metropolitan Transit Authority	\$ -	\$ -	\$ -	\$ -	\$ 171,723	\$ 171,723
Houston Arts Alliance - Cultural District	-	-	-	-	37,000	37,000
City of Houston - Parks & Recreation	7,030	7,038	-	-	-	14,068
White Oak	4,654	-	-	5,653	-	10,306
Special Projects (Westchase, Metro, or Downtown)	383	7,813	-	-	-	8,195
Top 5 Accounts Receivable Total	<b>\$ 12,066</b>	<b>\$ 14,851</b>	<b>\$ -</b>	<b>\$ 5,653</b>	<b>\$ 208,723</b>	<b>\$ 241,292</b>

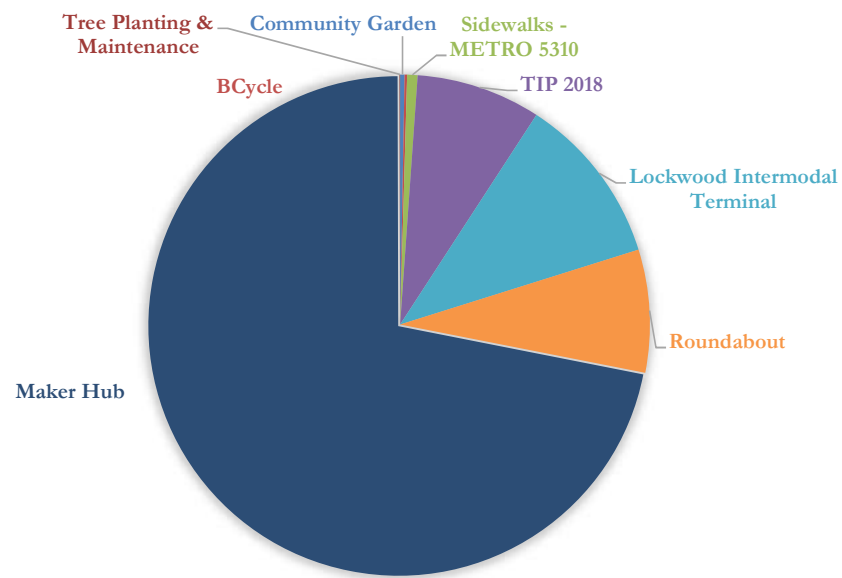


# PROJECTED & ACTUAL 2019/2020: Leverage Log of Match, Grants and In-Kind Funds

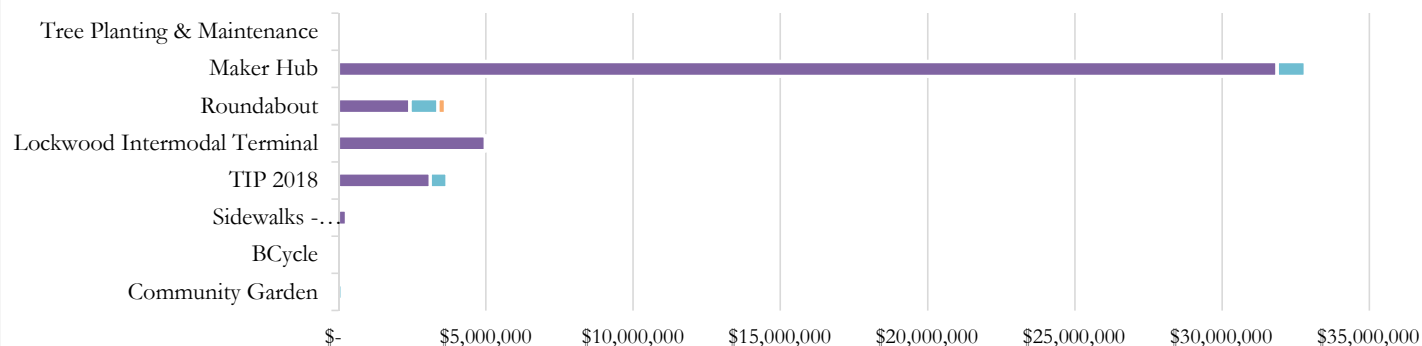
	ACTUAL	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	PROJECTED	ACTUAL	
Project	Community Garden	BCycle	Sidewalks - METRO 5310	TIP 2018	Lockwood Intermodal Terminal	Roundabout	Maker Hub	Tree Planting & Maintenance	Total
Grant / Funding Source	Green Mountain/ Urban Harvest	City Council/ BCycle	TIP - FTA	TIP - FTA	TIP - FTA	TIP - TXDOT	COH - HUD-EDA	Trees for Houston	
Status	Awarded		Additional Awarded	Application	Recommended for Approval	Awarded	Awarded	Received	
FY18/19 Grant Amount Received	\$ -	\$ -	\$ 273,099	\$ 3,116,000	\$ 4,991,706	\$ 2,425,600	\$ 6,000,000	\$ 8,000	\$ 16,814,405
New Market Tax Credits			-	-	-	-	7,772,094	-	7,772,094
Sect 108 Loan			-	-	-	-	18,100,000	-	18,100,000
Grants Total	\$ -	\$ -	\$ 273,099	\$ 3,116,000	\$ 4,991,706	\$ 2,425,600	\$ 31,872,094	\$ 8,000	\$ 42,686,499
Harrisburg TIRZ	-	-	-	364,000	-	948,703	-	-	1,312,703
In-Kind Volunteer Labor	-	-	-	-	-	-	-	11,594	11,594
Houston City Council	-	61,690	-	200,000	-	-	-	-	200,000
UP CDC							942,000	-	942,000
Partner Match Total	126,265	61,690	-	564,000	-	948,703	942,000	11,594	2,466,297
EED Match	5,000	10,000	36,563	-	20,000	254,906	-	-	311,469
Total Match	131,265	71,690	36,563	564,000	20,000	1,203,609	942,000	11,594	2,777,766
Total Project	\$ 131,265	\$ 71,690	\$ 309,661	\$ 3,680,000	\$ 5,011,706	\$ 3,629,209	\$ 32,814,094	\$ 19,594	\$ 45,464,264
District Leverage Ratio	96%	86%	88%	100%	100%	93%	100%	100%	99%
District Spending to Outside Sources Ratio: \$1 to	\$ 25.25	\$ 6.17	\$ 7	\$ 3,680,000	\$ 250	\$ 13	\$ 32,814,094	\$ 19,594	\$ 145

## PROJECTED 2019/2020: Leverage Log of Match, Grants and In-Kind Funds

## TOTAL INVESTMENT BY PROJECT



## PROJECT FUNDING BY SOURCE



	Community Garden	BCycle	Sidewalks - METRO 5310	TIP 2018	Lockwood Intermodal Terminal	Roundabout	Maker Hub	Tree Planting & Maintenance
■ Grants Total	\$-	\$-	\$273,099	\$3,116,000	\$4,991,706	\$2,425,600	\$31,872,094	\$8,000
■ Partner Match Total	126,265	61,690	-	564,000	-	948,703	942,000	11,594
■ EED Match	5,000	10,000	36,563	-	20,000	254,906	-	-

■ Grants Total   ■ Partner Match Total   ■ EED Match

**Item #8**

**Agreement with Harrisburg Tax Reinvestment Zone (TIRZ) 23 for  
Funding for Runnels/Jensen/Navigation Roundabout**



**Navigation Roundabout**  
**Additional District Funding Request**  
**\$104,906**

The Management District applied for and received funding approval for the Navigation Roundabout for \$2,425,600 in Federal Funding through TXDot along with a required local match of \$606,400 for a project total of \$3,032,000. The district had allocated \$145,094 toward the required match during the application process in 2014 and the TIRZ allocated the difference required during 2018 at the time that the district entered into an Advanced Funding Agreement, AFA agreement with TXDot for the project. Under the AFA agreement the district procured Gauge Engineering as the design and engineering firm for the project. In preparation for entering into a contract with the District, Gauge conducted a preliminary engineering and project estimate to update the project cost.

Gauge determined that the post Houston Harvey environment required substantially more engineering costs and additional hard cost bringing the revised estimated total cost of the project up to \$3,642,303. Because the Federal Participation is capped at \$2,425,600 this brought the required total match to \$1,187,038. In order to fill this gap, the district went to the February 2020 TIRZ meeting and presented the roundabout status with revised funding estimates. Subsequently the TIRZ has agreed to fund a total of \$937,038 to the project and will take this to their board on April 28<sup>th</sup> to be approved in their budget as follows: \$96,542 in July of this year to cover for A & E cost; \$426,081 in FY 2020/21 and \$426,081 in FY 2021/22.

This leaves a short fall of \$250,000 in match. Staff is asking that the District approve an additional \$104,906 from the Capitol Improvement Fund to allocate for the roundabout contingent on the final approval of a funding agreement with the TIRZ. It is anticipated that the District will need to pay out approximately \$25,663 for the project in July 2020; \$113,263 in FY 2020/21 and \$113,262 in FY 2021/22 based on the current schedule for A & E and permitting and project letting.

# Navigation Roundabout Funding

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	<b>Original Budget</b>	
	<b>Costs</b>	<b>Percentage</b>
2014 Cost Estimate Projected to 2020	\$ 3,043,665	
Federal Grant Amount	\$ 2,425,600	80%
Match	\$ 618,065	20%
Original Match was Covered through a TIRZ commitment and a GEEMD Commitment.		
	<b>Current Post Harvey Budget</b>	
	<b>Costs</b>	<b>Percentage</b>
Current Post Harvey Projection	\$ 3,626,492	
Federal Grant Amount	\$ 2,425,600	67%
<b>Match</b>	<b>\$ 1,200,892</b>	<b>33%</b>
Current Match		
Proposed Total GEEMD	\$ 252,188	
Proposed Total TIRZ	\$ 948,704	
<b>Total Match</b>	<b>\$ 1,200,892</b>	

## AMENDMENT TO GRANT AGREEMENT

This Amendment to Grant Agreement (the “Amendment”) is made by and between the REINVESTMENT ZONE NUMBER TWENTY-THREE, CITY OF HOUSTON (the “Zone”), a tax increment reinvestment zone created by the City of Houston, Texas (the “City”) pursuant to Chapter 311, Texas Tax Code, as amended, the HARRISBURG REDEVELOPMENT AUTHORITY (the “Authority”), a local government corporation created and organized pursuant to Chapter 431, Texas Transportation Code, and the EAST END DISTRICT (the “District”), a municipal management district operating pursuant to Chapter 375, Texas Local Government Code and Chapter 3807, Texas Special Districts Local Laws Code (the Zone, Authority and the District sometimes referred to herein collectively as the “Parties” and individually as “Party”).

### RECITALS

The Parties previously entered into that certain Grant Agreement (the “Agreement”), dated March 22, 2018, setting forth the Parties’ commitments to fund the 20% local match of \$456,400, required for the grant received by the District for the reconstruction of the Project.

The Parties have determined that due to new design and construction criteria, the Project design and construction costs are now estimated to total \$3,626,492.

Because the Federal participation in the Project costs is capped at \$2,425,600, the increased local match is now \$1,200,892.

The District has proposed that the District fund \$252,188 of the local match and that the Zone and the Authority fund \$961,857 of the local match, and the Zone and Authority are amenable to doing so in accordance with this Amendment.

### AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the Zone, the Authority, and the District contract and agree as follows:

Section 1.     Amendment to Section 2. The Parties agree that Section 2 of the Agreement is hereby amended to read as follows:

Section 2.     Grant. The Zone and Authority hereby grant to the District a sum of up to \$961,857. The Parties acknowledge that the Zone and Authority have already paid to the District \$13,153 for the Project on April 24, 2019. The District will invoice the Zone and Authority in phases, and the Zone and Authority agree to pay such invoices within thirty (30) days of receipt. It is anticipated that the first invoice for engineering design in the amount of \$96,542 will occur in July of 2020, and the remainder will be invoiced to the Zone and Authority in the amount of \$426,081 on the first day of fiscal year 2020-2021, and in the amount of \$426,081 on the first day of fiscal year 2021-2022. The District will be responsible for funding any cost overruns.

To the extent actual Project costs are less than the estimated Project costs (as determined after Project closeout by the TXDOT) the Parties shall receive a proportionate refund of contributed amounts. The refund shall be paid to the Parties within thirty (30) days of such close out by TXDOT.

Section 2.     Amendment to Section 4. The Parties agree that Section 4 of the Agreement is hereby amended to read as follows:

Section 4.     Term and Termination. This Agreement shall terminate on the later to occur of completion of the Project or December 31, 2022. If for any reason TXDOT fails to provide the funding for the Project, this Agreement shall terminate and be of no further force and effect. The District agrees to notify the Zone and Authority promptly of such termination.

Section 3.     Defined Terms. All capitalized terms in this Amendment not otherwise defined herein shall have the meaning in the Agreement.

Section 4.     No Further Amendment. All terms of the Agreement not amended herein shall remain unchanged. Any further amendments shall be in writing, signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the \_\_\_\_ day of \_\_\_\_\_, 2020.

[SIGNATURE PAGES FOLLOW]

**REINVESTMENT ZONE  
NUMBER TWENTY-THREE,  
CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HARRISBURG  
REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EAST END DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF HOUSTON:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Item #9**

**Gauge Engineering for Services on Jensen/Runnels/Navigation  
Roundabout**



May 5, 2020

Mr. Patrick Ezzell  
Economic Development Director  
East End District  
3211 Harrisburg Boulevard  
Houston, Texas 77003

RE: CSJ: 0912-72-386  
CS: Navigation Boulevard at Jensen Drive /Runnells Street  
Intersection Reconstruction

Dear Mr. Ezzell:

Thank you for sending us the consultant contract between the East End District and Gauge Engineering for the referenced project. The contract has been reviewed by the Texas Department of Transportation (TxDOT) and our comments regarding the contract have been addressed. We have determined that the contract adequately describes the work to be performed and that the contract is for a fair and reasonable price. We request that you proceed to execute the contract with Gauge Engineering at your earliest convenience. When the contract has been fully executed, we request that you send us a copy of the fully executed contract and all subcontracts. This will allow us to set up the contract with our Accounting Department so that the City can be reimbursed for your costs.

Once you have executed the agreement with Gauge Engineering we would like to host a design kick off meeting with your design team at our office.

We look forward to starting this project soon. Please contact me, at (713) 802-5501, should you have any questions or need additional information.

Sincerely,

DocuSigned by:  
*Mark Patterson*  
F4BE6AED4B6740E...

Mark D. Patterson, P.E.  
Director of Consultant  
Contracts Administration  
Houston District



## CONTRACT FOR ENGINEERING SERVICES

**THE STATE OF TEXAS                    §§**

**COUNTY OF HARRIS                    §§**

**THIS CONTRACT FOR ENGINEERING SERVICES** is made by and between East End District, 3211 Harrisburg Boulevard, Houston, TX 77003, hereinafter called "District," and Gauge Engineering, LLC hereinafter called "Engineer," for the purpose of contracting for engineering services.

### W I T N E S S E T H

**WHEREAS**, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of engineering services; and

**WHEREAS**, the District desires to contract for engineering services generally described as **Navigation Blvd @ Jensen Dr/Runnels St – Intersection Reconstruction**; and,

**WHEREAS**, the District has selected the Engineer to provide the needed services and the Engineer has agreed to provide the services subject to the terms and conditions hereinafter set forth.

### A G R E E M E N T

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the District and the Engineer do hereby mutually agree as follows.

**ARTICLE 1. SCOPE OF SERVICES.** The District and the Engineer will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the District and Attachment C, Services to be Provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

**ARTICLE 2. CONTRACT PERIOD.** This contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties. Any work performed, or cost incurred before or after the contract period will be ineligible for reimbursement.

#### **ARTICLE 3.    COMPENSATION.**

**A.    Maximum Amount Payable.** The maximum amount payable under this contract without modification is shown in Attachment E, Anticipated Maximum Fee. All payments are contingent upon the availability of appropriated funds.

**B.    Notice to Proceed.** The Engineer may not begin work under this contract until authorized in writing by the District to proceed as provided in Attachment A, General Provision, Article

2, Notice to Proceed.

**C. Basis of Payment.** The basis of payment is identified in Attachment E, Anticipated Maximum Fee. Reimbursement of costs will be made in accordance with Attachment E, Anticipated Maximum Fee.

**D. Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Engineer's costs must (1) be incurred in accordance with the terms of Attachment C, Services to Be Provided by Engineer; (2) be in accordance with Attachment E, Anticipated Maximum Fee; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work will be maintained as a condition of payment.

**E. Engineer Payment of Subproviders.** No later than 10 days after receiving payment from the District, the Engineer will pay all subproviders for work performed under a subcontract authorized by this contract. The District may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The District may also suspend the work under this contract until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

#### **ARTICLE 4. PAYMENT REQUIREMENTS**

**A. Monthly Billing Statements.** The Engineer may request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the District. The Engineer is authorized to submit requests for reimbursement no more frequently than monthly and no later than 90 days after costs are incurred.

**B. Billing Statement.** The billing statement will show the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement. The Engineer's billing statement will indicate if the work has been completed or if the billing is for partial completion of the work at the cost set forth in Attachment E, Anticipated Maximum Fee. For cost plus fixed fee contracts, any portion of the fixed fee not previously paid will be included in the final payment unless the contract is terminated before the work is completed. In that case, the fixed fee will be paid in proportion to the percentage of work completed.

**C. Overhead Rates.** The Engineer will use the provisional overhead rate indicated in Attachment E, Anticipated Maximum Fee. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire contract period.

**D. Thirty Day Payments.** Upon receipt of a billing statement that complies with all requirements set forth in this Article, the District will make a good faith effort to pay the amount that is due and payable within thirty days.

**E. Withholding Payments.** The District reserves the right to withhold payment of the Engineer's billing statement in the event of any of the following: (1) if a dispute over the work or cost of the work is not resolved within the 30 day period; (2) pending verification of satisfactory work performed; (3) the Engineer becomes a delinquent obligor as set forth in

Section 231.006 of the Family Code; (4) required reports are not received; or (5) the Texas Comptroller of Public Accounts will not issue a warrant to the Engineer. In any event that payment is withheld, the District will notify the Engineer and give a remedy that would allow the District to release the payment.

**F. Required Reports.** The Engineer will submit a separate report with each billing statement showing the percent of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the District to document the progress of the work. In addition, the Engineer will provide all required forms that the District will be required to submit to the Texas Department of Transportation for reimbursement.

**G. Debt to the District.** If the State Comptroller of Public Accounts is prohibited from issuing a warrant to the Engineer because of a debt owed to the District, the District will apply all payment due the Engineer to the debt or delinquent tax until the debt or delinquent tax is paid in full.

**ARTICLE 5. SIGNATORY WARRANTY.** The undersigned signatory for the Engineer hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing the District to enter into this contract.

**ARTICLE 6. NOTICES.** All notices to either party by the other required under this agreement will be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

District: East End District  
Attn: Veronica Gorczynski  
3211 Harrisburg Boulevard  
Houston, Texas 77003

Engineer: Gauge Engineering, LLC  
Attn: Muhammad Ali  
3200 Wilcrest Dr, Suite 220  
Houston, Texas 77042

All notices will be deemed given on the date the notice is delivered or deposited in the mail, unless otherwise provided under this contract. A party to this contract may change the above address by sending written notice of the change to the other party. Either party may require that all notices be delivered personally or by certified U.S. mail by sending written notice of the requirement to the other party.

**ARTICLE 7. INCORPORATION OF PROVISIONS.** Attachments A through G are attached to and incorporated into this contract.

IN WITNESS WHEREOF, the Engineer and the District have executed these presents in duplicate counterparts.

THE ENGINEER

---

Signature of Authorized Representative of the Firm

---

Date

EAST END DISTRICT, TEXAS

Executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs approved and authorized by the District.

---

Veronica Gorczynski, President

---

Date

**Attachments to Contract for Engineering Services  
Attached and Incorporated into the Contract by Reference**

<b>Attachment</b>	<b>Name of Attachment</b>
A	General Provisions
B	Services to be Provided by the District
C	Services to be Provided by the Engineer
D	Anticipated Schedule
E	Anticipated Maximum Fee
F	Insurance for Designated Professional Service Contracts
G	Document and Information Exchange
H	Overview Map

**ATTACHMENT A**  
**General Provisions**

ATTACHMENT A

**GENERAL PROVISIONS**

**INDEX TO PROVISIONS**

<b>Article</b>	<b>Title</b>
1	Work Schedule
2	Notice to Proceed
3	Progress
4	Suspension of Work
5	Additional Work
6	Changes in Work
7	Supplemental Agreements
8	Ownership of Data
9	Public Information
10	Personnel, Equipment and Material
11	Not Applicable
12	Subcontracting
13	Inspection of Work
14	Submission of Reports
15	Violation of Contract Terms
16	Termination
17	Compliance with Laws
18	Indemnification
19	Engineer's Responsibility
20	Noncollusion
21	Insurance
22	Gratuities
23	DBE/HUB Requirements
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26	Civil Rights Compliance
27	Patent Rights
28	Computer Graphics Files
29	Child Support Statement
30	Disputes
31	Successors and Assigns
32	Severability
33	Prior Contracts Superseded
34	Conflict of Interest
35	Certificate of Interested Parties
36	Prohibition on Contracts With Companies Boycotting Israel

## ATTACHMENT A

### GENERAL PROVISIONS

#### ARTICLE 1. WORK SCHEDULE

**A. Work Schedule.** The Engineer shall develop a work schedule, attached hereto and labeled Attachment D, Work Schedule, showing how the scope of services under this contract shall be accomplished within the contract period and at the agreed upon cost.

**B. Changes to Work Schedule.** If at any time during the contract period the Engineer determines that the authorized services cannot be completed before the end of the contract period as specified in Article 2 of the contract (Contract Period), the Engineer shall immediately notify the District. The District will evaluate the request, and at its sole discretion may extend the contract period by written supplemental agreement as provided in General Provisions, Article 7, Supplemental Agreements. If the District determines that the contract period will not be extended, the Engineer must complete the work within the original contract period.

#### ARTICLE 2. NOTICE TO PROCEED

**A. Written Notice.** The District shall issue a written notice to the Engineer authorizing work to begin. The Engineer shall not proceed with any work authorized in this contract until such notice is received.

**B. No Costs Incurred.** The Engineer shall not undertake work or incur costs under this contract until the written notice to proceed is issued. Any costs incurred by the Engineer prior to receipt of such notice are not eligible for reimbursement under this contract.

#### ARTICLE 3. PROGRESS

**A. Progress meetings.** The Engineer shall from time to time during the progress of the work confer with the District. The Engineer shall prepare and present such information as may be pertinent and necessary or as may be requested by the District in order to evaluate features of the work.

**B. Conferences.** At the request of the District or the Engineer, conferences shall be provided at the Engineer's office, the office of the District, or at other locations designated by the District. These conferences shall also include evaluation of the Engineer's services and work when requested by the District.

**C. Inspections.** If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

**D. Reports.** The Engineer shall promptly advise the District in writing of events that have a significant impact upon the progress of the work, including:

1. problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by



- established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
2. favorable developments or events that enable meeting the work schedule goals sooner than anticipated.

**E. Corrective Action.** Should the District determine that the progress of work does not satisfy the milestone schedule set forth in Attachment D, Work Schedule, the District shall review the work schedule with the Engineer to determine the nature of corrective action needed.

#### **ARTICLE 4. SUSPENSION OF WORK**

**A. Notice.** Should the District desire to suspend the work but not terminate the contract, the District may verbally notify the Engineer followed by written confirmation, giving thirty (30) days notice. Both parties may waive the thirty-day notice in writing.

**B. Reinstatement.** The work may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the District to resume the work. Both parties may waive the sixty-day notice in writing.

**C. Contract Period Not Affected.** If the District suspends the work, the contract period as determined in Article 2 of the contract (Contract Period) is not affected, and the contract will terminate on the date specified unless the contract is amended to authorize additional time.

**D. Limitation of Liability.** The District assumes no liability for work performed or costs incurred prior to the date authorized by the District to begin work, during periods when work is suspended, or after the completion date of the contract.

#### **ARTICLE 5. ADDITIONAL WORK**

**A. Notice.** If the Engineer is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the District in writing, presenting the facts and showing how the work constitutes additional work.

**B. Supplemental Agreement.** If the District finds that the work does constitute additional work, the District shall so advise the Engineer and a written supplemental agreement will be executed as provided in Article 7, Supplemental Agreements, of these General Provisions. If performance of the additional work will cause the maximum amount payable under the contract to be exceeded, the Engineer shall not perform any proposed additional work or incur any additional costs prior to the execution of a supplemental agreement.

**C. Limitation of Liability.** The District shall not be responsible for actions by the Engineer or any costs incurred by the Engineer relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

#### **ARTICLE 6. CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Engineer has submitted work in accordance with the terms of this contract but the District requests changes to the completed work or

parts thereof which involve changes to the original scope of services or character of work under the contract, the Engineer shall make such revisions as requested and as directed by the District. This will be considered as additional work and paid for as specified under Article 5, Additional Work.

**B. Work Does Not Comply with Contract.** If the Engineer submits work that does not comply with the terms of this contract, the District shall instruct the Engineer to make such revisions as are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

**C. Errors/Omissions.** The Engineer shall make revisions to the work authorized in this contract, which are necessary to correct errors or omissions appearing therein, when required to do so by the District. No additional compensation shall be paid for this work.

#### **ARTICLE 7. SUPPLEMENTAL AGREEMENTS**

**A. Need.** The terms of this contract may be modified if the District determines that there has been an increase or decrease in the duration, scope, or character of the services to be performed. A supplemental agreement will be executed to authorize such increases or decreases.

**B. Compensation.** Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). The parties may reevaluate and renegotiate costs at this time.

**C. When to Execute.** Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

#### **ARTICLE 8. DISTRICT OWNERSHIP OF DATA**

**A. Work for Hire.** All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the District.

**B. Disposition of Documents.** All documents prepared by the Engineer and all documents furnished to the Engineer by the District shall be delivered to the District upon request by the District. The Engineer, at its own expense, may retain copies of such documents or any other data which it has furnished the District under this contract, but further use of the data is subject to permission by the District.

**C. Release of Design Plan.** The Engineer (1) will not release any roadway design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the District's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Engineer nor any subprovider may charge a fee for the portion of the design plan created by the District.

**ARTICLE 9. PUBLIC INFORMATION**

The District will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

**ARTICLE 10. PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Engineer Resources.** The Engineer shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the District.

**B. Removal of Contractor Employee.** All employees of the Engineer assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The District may instruct the Engineer to remove any employee from association with work authorized in this contract if, in the sole opinion of the District, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Engineer must notify the District in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

**D. District Approval of Replacement Personnel.** The Engineer may not replace the project manager or key personnel without prior consent of the District. The District must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the District determines that the new project manager or key personnel is not acceptable, the Engineer may not use that person in that capacity and shall replace him or her with one satisfactory to the District within forty-five (45) days.

**ARTICLE 11. NOT APPLICABLE****ARTICLE 12. SUBCONTRACTING**

**A. Prior Approval.** The Engineer shall not assign, subcontract, or transfer any portion of professional services related to the work under this contract without prior written approval from the District.

**B. DBE Compliance.** The Engineer's subcontracting program shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The **Engineer** shall make good faith efforts to award subcontracts or supply agreements in at least 15 percent of the value of this contract to Disadvantaged Businesses. The **Engineer** shall apprise themselves of the requirements for good faith efforts as found in the aforementioned code and will comply with them.

**C. Required Provisions.** All subcontracts for professional services shall include the provisions

included in Attachment A, General Provisions, and any provisions required by law. The Engineer is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the District to the Engineer.

**D. Engineer Responsibilities.** No subcontract relieves the Engineer of any responsibilities under this contract.

### **ARTICLE 13. INSPECTION OF WORK**

**A. Review Rights.** The District and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the District or federal representatives in the performance of their duties.

### **ARTICLE 14. SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the District before a final report is issued. The District's comments on the Engineer's preliminary report must be addressed in the final report.

### **ARTICLE 15. VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of contract terms, breach of contract, or default by the Engineer shall be grounds for termination of the contract, and any increased or additional cost incurred by the District arising from the Engineer's default, breach of contract or violation of contract terms shall be paid by the Engineer.

**B. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

### **ARTICLE 16. TERMINATION**

**A. Causes.** The contract may be terminated before the stated completion date by any of the following conditions.

- (1) By mutual agreement and consent, in writing from both parties.
- (2) By the District by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By the District for reasons of its own, not subject to the mutual consent of the Engineer, by giving thirty business days notice of termination in writing to the Engineer.
- (5) By the District, if the Engineer violates the provisions of Attachment A, General Provisions Article 22, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
- (6) By satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the District terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Engineer. In determining the value of the work performed by the Engineer prior to termination, the District shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the District terminate this contract under paragraph (4) or (5) above, the Engineer shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

**C. Value of Completed Work.** If the Engineer defaults in the performance of this contract or if the District terminates this contract for fault on the part of the Engineer, the District will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the District; (4) the cost to the District of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the District of the work performed.

**D. Calculation of Payments.** The State shall use the fee schedule set forth in Attachment E to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed engineering services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate during the years in which work was performed shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

**E. Excusable Delays.** Except with respect to defaults of subproviders, the Engineer shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**F. Surviving Requirements.** The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the District and the Engineer under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

**G. Payment of Additional Costs.** If termination of this contract is due to the failure of the Engineer to fulfill its contract obligations, the District may take over the project and prosecute the work to completion, and the Engineer shall be liable to the District for any additional cost to the District.

**ARTICLE 17. COMPLIANCE WITH LAWS**

The Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Engineer shall furnish the District with satisfactory proof of its compliance therewith.

**ARTICLE 18. INDEMNIFICATION**

**A. Errors, Omissions, Negligent Acts.** The Engineer shall save harmless the District and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed by the Engineer.

**B. Attorney Fees.** The Engineer shall also save harmless the District from any and all expense, including, but not limited to, attorney fees which may be incurred by the District in litigation or otherwise resisting said claim or liabilities which may be imposed on the District as a result of such activities by the Engineer, its agents, or employees.

**ARTICLE 19. ENGINEER'S RESPONSIBILITY**

**A. Accuracy.** The Engineer shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**B. Errors and Omissions.** The Engineer's responsibility for all questions arising from design errors and/or omissions will be determined by the District and all decisions shall be in accordance with the District's "Errors or Omissions Policy" in accordance with 43 Texas Administrative Code

§9.38(f). The Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

**C. Seal.** The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the District in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

**D. Resealing of Documents**

Once the work has been sealed and accepted by the District, the District, as the owner, will notify the party to this contract, in writing, of the possibility that a District engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

**ARTICLE 20. NONCOLLUSION**

**A. Warranty.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this contract and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

**B. Liability.** For breach or violation of this warranty, the District shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 21. INSURANCE**

The Engineer certifies that it has insurance on file with the District in the amount specified in Attachment F. No other proof of insurance is acceptable to the District. The Engineer certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Engineer must stop work until a new certificate of insurance is provided.

**ARTICLE 22. GRATUITIES**

**A. Employees Not to Benefit.** The District policy mandates that employees of the District shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the District under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Mayor.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the District under this contract may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this contract.

**ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS/MINORITY AND WOMEN BUSINESS ENTERPRISE COMPLIANCE**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Engineer shall make good faith efforts to award subcontracts or supply agreements in at least 15 percent of the value of this contract to Disadvantaged Business Enterprises. The Engineer shall apprise themselves of the requirements for good faith efforts as found in the aforementioned code, and will comply with them.

**ARTICLE 24. MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer shall make the records available at its office during the contract period and for four years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs

last.

**B. Availability.** The District or any of its duly authorized representatives, the Texas Department of Transportation, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Engineer's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

**C. Examination.** The District shall require the Engineer to make the Records available for the purpose of checking the amount of work performed by the Engineer at the time of contract termination or for other reasons of its own, not subject to agreement by the Engineer.

## **ARTICLE 25. NOT APPLICABLE**

## **ARTICLE 26. CIVIL RIGHTS COMPLIANCE**

(1) **Compliance with Regulations:** The Engineer shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) **Nondiscrimination:** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) **Information and Reports:** The Engineer shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the District, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the District, the Texas Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the District, the Texas Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:



- (a) withholding of payments to the Engineer under the contract until the Engineer complies and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The Engineer shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the District, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the District to enter into such litigation to protect the interests of the District; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 27. PATENT RIGHTS**

The District and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Engineer under this contract.

#### **ARTICLE 28. COMPUTER GRAPHICS FILES**

The Engineer shall provide Computer Graphics Files as required by the State.

#### **ARTICLE 29. CHILD SUPPORT STATEMENT**

The Engineer certifies that it has a child support statement on file with the Contract Services Office of the Texas Department of Transportation. The Engineer is responsible for keeping the child support statement current and on file with that office for the duration of the contract period. The Engineer further certifies that the child support statement on file contains the child support information for the individuals or business entities named in this contract. Under Section 231.006, Family Code, the Engineer certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

#### **ARTICLE 30. DISPUTES**

**A. Disputes Not Related to Contract Services.** The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

**B. Disputes Concerning Work or Cost.** Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with 43 Texas Administrative Code §201.1.

#### **ARTICLE 31. SUCCESSORS AND ASSIGNS**

The Engineer and the District do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors,

administrators and assigns of such other party in respect to all covenants of this contract. The Engineer shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the District.

#### **ARTICLE 32. SEVERABILITY**

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **ARTICLE 33. PRIOR CONTRACTS SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

#### **ARTICLE 34. CONFLICT OF INTEREST**

The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests. The Engineer shall submit executed Form 1295.

#### **ARTICLE 35. CERTIFICATE OF INTERESTED PARTIES**

Pursuant to Section 2252.908 of the Government Code, any contracts entered into on or after January 1, 2016 that require an action or vote by a governing body of the entity or agency and/or have a value of at least one (1) million dollars, will need to meet the following requirements once the bidder is notified of the award of contract:

- (1) A business entity will need to file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (<https://www.ethics.state.tx.us/main/file.htm>). The business entity will be required to create a profile on the site.
- (2) Once the form is submitted electronically, the business entity will need to print, sign and have the form notarized and submit it to the District as part of this agreement.
- (3) The District will then need to acknowledge the form electronically no later than the 30th day after the date the contract binds all parties to the contract and include a copy of the signed/notarized version to the contract documents.

#### **ARTICLE 36. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

As required by Chapter 2270, Texas Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**ATTACHMENT B**  
**Services to be Provided by District**

**ATTACHMENT B****SERVICES TO BE PROVIDED BY THE  
LOCAL GOVERNMENT “DISTRICT”**

For each negotiated Work Authorization, the Local Government will designate a Project Manager to represent the Local Government and will provide the following information or services as listed below by Function Code (FC).

**Subject to availability, the services to be provided or performed by the Local Government will include, but not be limited to, the following items:**

**Route and Design Studies**

- Previously completed studies
- Any preliminary engineering concepts or schematics previously completed

**Project Management and Administration**

- Review and approve Project Design Criteria.
- Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.

**Additional Responsibilities**

- Provide design criteria for roadway, structures, drainage, and hydraulics.
- Interface with local, regional, State and Federal agencies or other entities on behalf of Engineer if necessary.
- Provide the Engineer with timely reviews in accordance with Exhibit C, “Work Schedule” of the Work Authorization and decisions to enable the Engineer to maintain the project schedule as approved by the State.

**ATTACHMENT C**  
**Services to be Provided by Engineer**

## ATTACHMENT “C”

### SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer shall provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for various projects in both rural and urban settings. These services may include, but are not limited to, preparing roadway and bridge design, hydrologic and hydraulic design, traffic signal design, survey, and geotechnical data collection, and if requested, provide design support and testify at Right of Way hearings, and construction phase services necessary to support the design process.

### GENERAL REQUIREMENTS

**1.1. Design Criteria.** The Engineer shall prepare all work in accordance with the latest version of applicable State's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the *PS&E Preparation Manual*, *Roadway Design Manual*, *Hydraulic Design Manual*, the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD), *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition)*, and other State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the State and refer to the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Street*, (latest Edition). In addition, the Engineer shall follow the State's District guidelines in developing the Plan, Specification, and Estimate (PS&E) package. The Engineer shall prepare each PS&E package in a form suitable for letting through the State's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits and complete all necessary forms for each Design Exception and Waiver required within project limits prior to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the State for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the State in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

**1.2. Right-of-Entry and Coordination.** The Engineer shall notify the State and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off State right-of-way. In pursuance of the State's policy with the general public, the Engineer shall not commit acts which would result in damages to private property, and the Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from the State prior to each entry.

The Engineer shall notify the State and coordinate with adjacent engineers on all controls at project interfaces. The Engineer shall document the coordination effort, and each engineer shall provide written concurrence regarding the agreed project controls and interfaces. In the event the Engineer and the other adjacent engineers are unable to agree, the Engineer and each adjacent engineer shall meet jointly with the State for resolution. The State will have authority over the Engineer's disagreements and the State's decision will be final.

The Engineer shall prepare each exhibit necessary for approval by each railroad, utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by the State. The Engineer shall notify the State in writing prior to beginning any work on any outside agency's exhibit.

**1.3. Progress Reporting and Invoicing.** The Engineer shall invoice according to Function Code breakdowns shown in Attachment "C" of the Contract for Engineering Services and Exhibit "D" - *Fee Schedule*, of each Work Authorization. The Engineer shall submit each invoice in a format acceptable to the State.

With each invoice, the Engineer shall include a completed Projected vs. Actual Contract Invoices form. The Engineer shall submit a monthly written progress report to the State's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The Engineer shall prepare a design time schedule and an estimated construction contract time schedule, using the latest version of Primavera software or any State's approved programs. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The Engineer shall provide assistance to State personnel in interpreting the schedules. The Engineer shall schedule milestone submittals at 30%, 60%, 90% and final project completion phases. The Engineer shall advise the State in writing if the Engineer is not able to meet the scheduled milestone review date.

Once the project goes to letting, all electronic files shall be delivered within 30 days of written request in conformance with the latest version of the State's Document and Information Exchange.

Final payment is contingent upon the State's receipt and confirmation by the State's Project Manager that the electronic files run and is formatted in accordance with the State's Document and Information Exchange latest version and all review comments are addressed.

The Engineer shall prepare a letter of transmittal to accompany each document submittal to the State. At a minimum, the letter of transmittal must include the State's Control-Section-Job (CSJ) number, the highway number, County, project limits, State's contract number, and State's work authorization number.

**1.4. Traffic Control.** The Engineer shall provide all planning, labor, and equipment to develop and to execute each Traffic Control Plan (TCP) needed by the Engineer to perform services under each Work Authorization. The Engineer shall comply with the requirements of the most recent edition of the TMUTCD. The Engineer shall submit a copy of each TCP to the State for approval prior commencing any work on any State roadway. The Engineer shall provide all signs, flags, and safety equipment needed to execute the approved TCP. The Engineer shall notify the State in writing twenty-four (24) hours in advance of executing each TCP requiring a lane closure, and shall have received written concurrence from the State prior to beginning the lane closure. The Engineer's field crew shall possess a copy of the approved TCP on the job site at all times and shall make the TCP available to the State for inspection upon request. The Engineer shall assign charges for any required traffic control to the applicable function code.

City of Houston will review and approve TCP since the roadway is owned by City of Houston. The Engineer is responsible for coordinating with the City.

**1.5. Coordination.** The Engineer shall coordinate issues and communications with State's internal resource areas through the State's Project Manager. The State will communicate the resolution of issues and provide the Engineer direction through the State's Project Manager.

**1.6. Level of Effort.** For each work authorization, the Engineer shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the State, the Engineer shall provide written justification regarding whether or not additional or repeated level of effort of earlier completed work is warranted, or if additional detail will be better addressed at a later stage in the project development.

**1.7. Quality Assurance (QA) and Quality Control (QC).** The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The State's Project Manager may require the Engineer to submit the Engineer's internal mark-up (red-lines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the State in advance, the State, at its sole discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

The Engineer shall perform QA and QC on all survey procedures, field surveys, data,



and products prior to delivery to the State. If, at any time, during the course of reviewing a survey submittal it becomes apparent to the State that the submittal contains errors, omissions, or inconsistencies, the State may cease its review and immediately return the submittal to the Engineer for appropriate action by the Engineer. A submittal returned to the Engineer for this reason is not a submittal for purposes of the submission schedule.

**1.8. Use of the State's Standards.** The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the State Project Manager or designated State Area Engineer. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

**1.9. Organization of Plan Sheets.** The PS&E shall be complete and organized in accordance with the latest edition of the State's PS&E Preparation Manual. The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the District's PS&E Checklist.

**1.10. Limited Access to State's Transportation Project Lifecycle Management Systems.** The Engineer or Engineering Coordinator shall receive limited access to the State's Transportation Project Lifecycle Management Systems to update responsible engineer information, develop project construction cost estimates, build specification lists, and seal construction cost estimates.

The following security roles are available for consultants in the current Transportation Project Lifecycle Management Systems:

Work Performed in Solution	Required License	Security Role
Update Responsible Engineer Information Develop Construction Cost Estimate Build Specifications Lists Seal Project Estimate	Consultant Registered Professional Engineer (PE)	Professional Engineer - Consultant
Update Responsible Engineer Information Develop Construction Cost Estimate Build Specifications Lists	Consultant does not have to be a PE	Engineer's Estimate Coordinator - Consultant

When requested by the State, the Engineer or Coordinator shall sign the required TxDOT forms to be issued a TxDOT network User ID. After the TxDOT User ID is issued, the Engineer or Coordinator shall request access to the Transportation Project Lifecycle Systems.

**1.11. Organization of Design Project Folder and Files (Electronic Project Files).** The Engineer shall organize the electronic project files in accordance with the State's File Management System (FMS) format. With the approval of the State, the Engineer may maintain the project files in the State's ProjectWise container.

**1.13 Personal Protective Equipment (PPE).** The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

**1.14. Training Requirements.** Each member of the Engineer's project team must take the following Environmental Management System (EMS) e-Learning courses prior to working on the project:

1. Environmental Management System: Awareness Training for the Contractor
2. Storm Water: Environmental Requirements During Construction

Both courses may be accessed at: <http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html>

## **TASK DESCRIPTIONS AND FUNCTION CODES**

The Engineer shall categorize each task performed to correspond with the Function Codes (FC) and Task Descriptions.

### **FUNCTION CODE 102(110) – FEASIBILITY STUDIES**

#### **ROUTE AND DESIGN STUDIES**

**110.1. Data Collection and Field Reconnaissance.** The Engineer shall collect, review and evaluate data described below. The Engineer shall notify the State in writing whenever the Engineer finds disagreement with the information or documents:

1. Data, if available, from the State, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.

2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Utility plans and documents from appropriate municipalities and agencies.
4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies..
5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

**110.2. Design Criteria.** The Engineer shall develop the roadway design criteria based on the controlling factors specified by the State (*i.e.* 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual*, *Roadway Design Manual*, *Bridge Design Manual*, *Hydraulic Design Manual*, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The Engineer shall obtain written concurrence from the State prior to proceeding with a design if any questions arise during the design process regarding the applicability of State's design criteria.

**110.3. Preliminary Cost Estimates.** The Engineer shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The Engineer shall estimate the total project cost including preliminary engineering, final engineering, right-of-way (ROW) acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering inspection (CEI).

**110.4. Design Concept Conference.** In accordance with the State's Project Development Process Manual, the Engineer, in cooperation with the State, shall plan, attend and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a State's Design Summary Report to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

1. Roadway and drainage design parameters
2. Engineering and environmental constraints
3. Project development schedule
4. Other issues as identified by the State
5. Identify any Design Exceptions and Waivers
6. Preliminary Construction Cost Estimate

**110.5. Geotechnical Borings and Investigations:** The Engineer shall determine the location of proposed soil borings for bridge design, embankment settlement analysis, retaining walls, slope stability and along storm drain alignment in accordance with the latest edition of the State's Geotechnical Manual. The State will review and provide comments for a boring layout submitted by the Engineer

showing the general location and depths of the proposed borings. Once the Engineer receives the State's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and State District's procedures and design guidelines.

1. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

2. If applicable, the Engineer shall perform any retaining wall analyses to include the settlement analysis. This analysis must include the computation of the factor of safety for bearing capacity, global stability, overturning and sliding. In addition, the Engineer shall include allowable bearing pressure, passive earth pressure, friction factor, settlement analysis (consolidation report) and lateral earth pressure for the retaining walls.

3. If applicable, the Engineer shall perform soil borings, coring for pavement removal items, piezometric readings, testing and analysis to include slope stability analysis, settlement analysis, and foundation design recommendations along storm drain alignment, retaining walls, overhead sign structures, bridges, embankments and any temporary soil retaining systems.

4. The Engineer shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, piezometer data, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing. The skin friction tables and design capacity curves must be present for piling and drilled shaft foundation.

5. If applicable, the Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.

6. The Engineer shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.

7. Foundation Studies: The Engineer shall coordinate with the State to determine the location of soil borings to be drilled along the retaining wall alignments. The soil borings shall extend a minimum of 35 feet below the footing elevation or deeper as soil conditions warrant. Spacing of soil borings shall not exceed 500 feet. The Engineer shall provide a boring layout for the State's review and comment.

8. The Engineer shall incorporate soil boring data sheets prepared, signed, sealed,

and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's WINCORE software as can be found on the Texas Department of Transportation (TxDOT) website.

### **FUNCTION CODE 120(120) – SOCIAL/ECON/ENVIRON STUDIES**

#### **SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**

**120.1. Informal Meetings.** The Engineer shall provide technical assistance, preparation of exhibits for, and minutes of informal meetings requested by the public to discuss the pending impacts to neighborhoods and businesses due to roadway shutdowns, detours and access restrictions or as deemed necessary. This is not to be confused with the formal public meetings held during the National Environmental Policy Act (NEPA) process during schematic approval for Public Involvement. It is not anticipated that the Engineer's participation will be needed for the NEPA process. Assistance (exhibits, attendance, etc.) may be required for a formal public meeting/hearing associated with schematic approval work.

**120.2. Environmental Permits Issues and Commitments (EPIC) Sheets.** The Engineer shall complete the latest version of the EPIC sheets per information provided by the State. These sheets must be signed, sealed and dated by the Engineer as indicated in signature block. The final sheets must be submitted for the State's signature.

**120.3. Environmental Study Review.** The Engineer shall provide the draft and final environmental document to TxDOT for review and approval.

**120.4.** The Engineer shall coordinate with the Environmental Project Manager and the State's Environmental Engineer for the preparation of these exhibits.

**120.5. Cut and Fill Exhibits.** If the information is available, the Engineer shall prepare cut and fill exhibits for delineated wetland.

### **FUNCTION CODE 130(130) – RIGHT-OF-WAY (ROW) DATA**

All standards, procedures and equipment used by the Engineer's Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.

The Engineer shall locate the existing ROW within the project limits from the current project control monuments and prepare a layout map for the project.

**130.1. Right-of-Way Map.** The Engineer shall review and evaluate the proposed or existing right-of-way map to verify that all construction staging and alignment considerations have been taken into account. The Engineer shall make every effort to prevent detours and utility relocations from extending beyond the proposed right-of-way lines. The Engineer shall notify the State in writing if it is necessary to obtain additional construction easements or rights-of-entry and shall provide justification for such action. The Engineer shall be responsible for

identifying and delineating any temporary construction easements in areas outside the State's Right of Way. The State shall secure the necessary legal instruments.

**130.2. Utility Locations and Layouts.** The Engineer shall coordinate with the State to determine the location of each existing and proposed utility and attend meetings with the various utility companies to discuss potential conflicts. The Engineer shall identify and coordinate with each utility company for relocations required within each construction easement or right-of entry. The existing and proposed utility layout shall be represented in the plans.

**130.3. Access Management.** The Engineer shall coordinate and evaluate access management within the project limits in accordance with the latest State Access Management Manual or as directed by the State.

## **FUNCTION CODE 145(145, 164) – MANAGING CONTRACTED/DONATED PE**

### **PROJECT MANAGEMENT AND ADMINISTRATION**

The Engineer, in association with the State's Project Manager shall be responsible for directing and coordinating all activities associated with the project to comply with State policies and procedures, and to deliver that work on time.

**Project Management and Coordination.** The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports. The Engineer shall coordinate with necessary local entities.

The Engineer shall:

- Prepare monthly written progress reports for each project.
- Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule, for each work authorization. The schedule submittals shall be hard copy and electronic format.
- Meet on a scheduled basis with the State to review project progress.
- Prepare, distribute, and file both written and electronic correspondence.
- Prepare and distribute meeting minutes.
- Document phone calls and conference calls as required during the project to coordinate the work for various team members.

## **FUNCTION CODE 160(150) – ROADWAY DESIGN**

### **Design Surveys and Construction Surveys**

Design Surveys and Construction Surveys include performance of surveys associated with the gathering of survey data for topography, cross-sections, and other related work in order to design a project, or during layout and staking of projects for construction.

#### **1. PURPOSE**

The purpose of a design survey is to provide field data in support of transportation systems design.

The purpose of a construction survey is to provide field data in support of highway construction.

## 2. DEFINITIONS

A design survey is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to locating existing right-of-way, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A construction survey is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation

necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

## 3. TASKS TO BE COMPLETED

### 3.1. Design Surveys

The State will request design surveys on an as needed basis. The Engineer's Surveyors shall perform tasks including, but not limited to the following:

- i. Obtain or collect data to create cross-sections and digital terrain models.
- ii. Locate existing utilities.
- iii. Locate topographical features and existing improvements.
- iv. Provide details of existing bridge structures.
- v. Provide details of existing drainage features, (e.g., culverts, manholes, etc.).
- vi. Locate wetlands.
- vii. Establish additional and verify existing control points. Horizontal and Vertical control ties must be made and tabulated, to other control points in the vicinity, which were established by other sources such as, the National Geodetic Survey (NGS), and the Federal Emergency Management Agency (FEMA), and any other local entities as directed by the State.
- viii. Locate existing right-of-ways.

- ix. Review right-of-way maps.
- x. Locate boreholes.
- xi. Perform hydrographic surveys.
- xii. Update existing control data and prepare survey control data sheets, as directed by the State for inclusion into a construction plan set.

The Engineer's Surveyors shall also prepare a *Survey Control Index Sheet* and a *Horizontal and Vertical Control Sheet(s)*, signed, sealed and dated by the professional engineer in direct responsible charge of the surveying and the responsible RPLS for insertion into the plan set. The *Survey Control Index Sheet* shows an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; whereas, the *Horizontal and Vertical Control sheet(s)* identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the *Survey Control Index Sheet* and the *Horizontal and Vertical Control Sheet(s)* must be used in conjunction with each other as a set. The State's forms for these sheets can be downloaded from the State's website.

The following information shall be shown on the *Survey Control Index Sheet*:

- Overall view of the project and primary control monuments set for control of the project
- Identification of the control points
- Baseline or centerline
- Graphic (Bar) Scale
- North Arrow
- Placement of note "*The survey control information has been accepted and incorporated into this PS&E*" which shall be signed, sealed and dated by a Texas Professional Engineer
- RPLS signature, seal, and date
- The State's title block containing District Name, County, Highway, and CSJ

The following information shall be shown on all *Horizontal and Vertical Control Sheets*:

- Location for each control point, showing baseline or centerline alignment and North arrow.
- Station and offset (with respect to the baseline or centerline alignments) of each identified control point.
- Basis of Datum for horizontal control (base control monument/benchmark name, number, datum).
- Basis of Datum for the vertical control (base control monument, benchmark name, number, datum).
- Date of current adjustment of the datum.



- Monumentation set for Control (Description, District name/number and Location ties).
- Surface Adjustment Factor and unit of measurement.
- Coordinates (State Plan Coordinates [SPC] Zone and surface or grid).
- Relevant metadata.
- Graphic (Bar) Scale.
- Placement of note “*The survey control information has been accepted and incorporated into this PS&E*” which shall be signed, sealed and dated by a Texas Professional Engineer
- RPLS signature, seal and date.
- The State’s title block containing District Name, County, Highway, and CSJ.

### 3.2. Construction Surveys

The State will request construction surveys on an as needed basis. The Engineer’s Surveyors shall perform tasks including, but not limited to the following:

- i. Stake existing or proposed right-of-ways.
- ii. Stake existing or proposed baseline/centerline.
- iii. Stake proposed bridge structures.
- iv. Stake proposed drainage structures (e.g., manholes, culverts, etc.).
- v. Set grade stakes.
- vi. Recover and check existing control points.
- vii. Establish additional control points.
- viii. Check elevations and locations of structures.
- ix. Determine and resolve conflicts associated with survey data.

## 4. TECHNICAL REQUIREMENTS

- 4.1. Design surveys and construction surveys must be performed under the supervision of a RPLS currently registered with the TBPLS.
- 4.2. Horizontal ground control used for design surveys and construction surveys, furnished to the Engineer’s Surveyor by the State or based on acceptable methods conducted by the Engineer’s Surveyor, must meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for horizontal control traverses, as

described in the TxDOT Survey Manual, latest

edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- 4.3. Vertical ground control used for design surveys and construction surveys, furnished to the Engineer's Surveyor by the State or based on acceptable methods conducted by the Engineer's Surveyor, must meet the standards of accuracy required by the State.

Reference may be made to standards of accuracy for vertical control traverses, as described in the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

- 4.4. Side shots or short traverse procedures used to determine horizontal and vertical locations must meet the following criteria:
  - i. Side shots or short traverses must begin and end on horizontal and vertical ground control as described above.
  - ii. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that horizontal locations relative to the control may be reported within the following limits:
    - Bridges and other roadway structures: less than 0.1 of one foot.
    - Utilities and improvements: less than 0.2 of one foot.
    - Cross-sections and profiles: less than 1 foot.
    - Bore holes: less than 3 feet.
  - iii. Standards, procedures, and equipment (may be GPS Equipment, LiDAR, Total Stations, etc.) used must be such that vertical locations relative to the control may be reported within the following limits:
    - Bridges and other roadway structures: less than 0.02 of one foot.
    - Utilities and improvements: less than 0.1 of one foot.
    - Cross-sections and profiles: less than 0.2 of one foot.
    - Bore holes: less than 0.5 of one foot.

## 5. AUTOMATION REQUIREMENTS

- a. Planimetric design files (DGN) must be fully compatible with the State's *MicroStation* graphics program without further modification or conversion.
- b. Electronically collected and processed field survey data files must be fully compatible with the State's computer systems without further modification or conversion. All files must incorporate only those feature codes currently being used by the State.
- c. DTM must be fully compatible with the State's *OpenRoads civil design* system without further modification or conversion. All DTM must be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

## DELIVERABLES

The deliverables to be specified in individual work authorizations for design surveys and construction surveys shall be any combination of the following:

- Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the State.
- Maps, plans, or sketches prepared by the Engineer's Surveyor showing the results of field surveys.
- Computer printouts or other tabulations summarizing the results of field surveys.
- Digital files or media acceptable by the State containing field survey data (ASCII Data files).
- Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- Field survey notes, as electronic and hard copies.
- An 8 ½ inch by 11 inch survey control data sheet for each control point which must include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor,

elevation, and the horizontal and vertical datums used. A pre-formatted survey control data sheet form in MicrosoftOffice Word 2010 format will be provided by the State.

- A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
- All GEOPAK GPK files and OpenRoads files.
- Survey reports in a format requested by the State.

## **FUNCTION CODE 160(160) - ROADWAY DESIGN**

### **ROADWAY DESIGN CONTROLS**

The Engineer shall inform the State of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the State unless otherwise directed by the State to proceed. The Engineer shall identify, prepare exhibits, and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 30% Submittal. These exceptions shall be provided to the State for coordination and processing of approvals.

#### **160.1. Geometric Design.** The Engineer shall:

- A. Refine Schematic (This task may be deleted if the schematic is not available and replaced with Preliminary Geometric layout). The Engineer shall review the schematic provided by the State to confirm their understanding of the project and to verify completeness and accuracy of the information. The Engineer shall refine the horizontal and vertical alignment of the design schematic in English units for main lanes, ramps, direct connectors, frontage roads, cross streets, including grade separation structures. The Engineer shall determine vertical clearances at grade separations and overpasses, taking into account the appropriate percent grade and super-elevation rate. Minor modifications in the alignment must be considered to provide optimal design. Modifications must be coordinated with the State and adjacent Engineers. The State must approve the refined schematic prior to the Engineer proceeding to the 30% milestone submittal, and prior to starting on the bridge layouts.
- B. Preliminary Geometric Project Layout. The Engineer shall develop a preliminary geometric project layout (Layout) for the full length of the project to be reviewed and approved by the State prior to the Engineer proceeding with the 30% milestone submittal package.

The Layout must consist of a planimetric file of existing features and the proposed improvements within the existing and any proposed ROW. The Layout must also include the following features: existing and proposed ROW, existing and proposed horizontal and vertical alignment and profile grade line, cross culverts, lane widths, cross slopes, ditch slopes, pavement structure, clear zone, dedicated right turn lanes, corner clips, retaining walls (if applicable) guard rail (if applicable), and water surface elevations for

various rainfall frequencies, etc. Existing major subsurface and surface utilities must be shown on the Layout.

The Engineer shall develop the proposed alignment to avoid the relocation of existing utilities as much as possible. The Engineer shall consider Americans with Disabilities Act (ADA) requirements when developing the Layout. The Layout must be prepared in accordance with the current Roadway Design Manual. The Engineer shall provide horizontal and vertical alignment of the project layout in English units for main lanes and cross streets. Minor alignment alternatives must be considered to provide for an optimal design. The project layout must be coordinated with the State and adjacent Engineers, if any. The Engineer shall also provide proposed and existing typical sections with the profile grade line (PGL), lane widths, cross slopes, ROW lines, ditch shapes, pavement structures and clear zones depicted, etc.

Prior to proceeding with the final preliminary geometric layout the Engineer shall also present to the State for review and approval, alternatives for the design (e.g. flush or raised curb median) with recommendations and cost estimates for each alternative. The Engineer shall also attend all necessary meetings to discuss the outcome of the evaluations of the study.

## **160.2. Roadway Design.**

The Engineer shall use Bentley's Geopak software or OpenRoads 3D Design technology (if necessary) in the design and preparation of the roadway plan sheets. The Engineer shall use the versions of MicroStation and GEOPAK that are implemented at TxDOT at the time the work authorization is executed. However, TxDOT may approve the use of other versions.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the State. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the State. Existing and proposed right-of-way lines must be

shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes, frontage roads, and direct connectors.

The plan view must contain the following design elements:

1. Calculated roadway centerlines for mainlanes, ramps, cross streets and frontage roads, as applicable. Horizontal control points must be shown. The alignments must be calculated using OpenRoads horizontal geometry tools.
2. Pavement edges for all improvements (mainlanes, direct connectors, ramps, cross streets, driveways and frontage roads, if applicable).
3. Lane and pavement width dimensions.
4. The geometrics of ramps, auxiliary and managed lanes.
5. Proposed structure locations, lengths, and widths.
6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.

7. Drawing scale shall be 1"=100'
8. Control of access line, ROW lines and easements.
9. Begin and end superelevation transitions and cross slope changes.
10. Limits of riprap, block sod, and seeding.
11. Existing utilities and structures.
12. Benchmark information.
13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view must contain the following design elements:

1. Calculated profile grade for proposed mainlanes (cite direction), direct connectors, ramps, cross streets and frontage roads, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
2. Existing and proposed profiles along the proposed centerline of the mainlanes, the outside shoulder line of ramps, and the outside gutter line of the designated (north, south, east or west) bound frontage roads.
3. Water surface elevations at major stream crossing for 2, 5, 10, 25, 50, and 100 year storms.
4. Calculated vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate, superstructure depth and required clearance.
5. The location of interchanges, mainlanes, grade separations and ramps (shall include cross sections of any proposed or existing roadway, structure, or utility crossing).
6. Drawing vertical scale to be 1"=10'.

### **160.3. Typical Sections:**

The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Gradeline (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

**160.4. Cross Streets.** The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway.

**160.5. Cut and Fill Quantities.** The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be delivered in the standard TxDOT format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

The Engineer shall submit 12 sets of drawings at the 30%, 60%, and 90%, 95% and final submittals, respectively.

**160.6. Plan Preparation.** The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. Prior to the 30% submittal, the Engineer shall schedule a workshop to review profiles, and cross-sections with the State. The profile and cross sections must depict the 2, 5, 10, 25, 50, 100 and 500 year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the State to determine the most feasible proposed roadway profile. The State will approve the proposed profiles, and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to construct freeway main lanes, direct connectors, ramps, frontage roads, and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the *PS&E Preparation manual*.

**160.7. Pavement Design.** If applicable, the Engineer shall incorporate the pavement design developed by the State for this project. If the pavement design is not available, the State may request the Engineer to perform pavement design and submit to State for review and approval.

**160.8. Pedestrian and Bicycle Facilities.** The Engineer shall coordinate with the State to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities

## **FUNCTION CODE 160(161) - ROADWAY DESIGN**

### **DRAINAGE**

**161.1. Data Collection.** The Engineer shall provide the following data collection services:

1. Conduct field inspections to observe current conditions, locate and verify outfall channels, cross drainage structures, drainage easements, tributary channels, and/or land development projects that that may contribute flow to the project and drainage outfall. Document field inspections with digital

photos.

2. Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, City, and Federal Emergency Management Agency (FEMA).
3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models if required.
4. Review survey data and coordinate any additional surveying needs with East End District and State.
5. Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain available data for frequency of road closure and any additional high-water information from the City and District Maintenance office.

161.2. Hydrologic Studies. The Engineer shall provide the following services:

1. Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and calibration of results against measured data, if available.
2. Calculate discharges using appropriate hydrologic methods and as approved by the City and State.
3. Consider the pre-construction and post-construction conditions in the hydrologic study, as required in the individual Work Authorization.
4. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing of their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.
5. Include, at a minimum, the “design” frequency to be specified in the Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP).

161.3. Complex Hydraulic Design and Documentation. The Engineer shall provide the following services:

1. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
2. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as GeoPak Drainage, Winstorm, HEC-RAS, unsteady HEC-RAS or 2D models such as SWMM. 2D models shall not be developed without the express permission of the State. Data entry for appropriate hydraulic computer programs shall consist



of a combination of both on-the-ground survey and other appropriate sources including but not limited to topographic maps, GIS modeling, and construction plans and existing hydrologic studies.

5. Consider pre-construction, present and post-construction conditions, as well as future widening, as determined in the Work Authorization.
6. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined at project outfall locations.
8. Use hydrograph calculations using Small Watershed Method and peak flows to determine the storage required.
9. If necessary, present mitigation measures along with the advantages and disadvantages of each. Each method must consider the effects on the entire area. Include approximate construction costs in the report.
10. Provide hand calculations which quantify the cut and fill within the 1% AEP flood plain, if any.

#### 161.4. Storm Drains

The Engineer shall provide the following services:

1. Design and analyze storm drains using software as approved by the State.
2. Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with the State's Hydraulic Design Manual, District criteria and any specific guidance provided by the State. Storm drain design software shall be selected as directed by the Work Authorization.
3. Determine hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.
4. Calculate manhole headlosses. Compute manhole head losses as per FHWA's HEC-22.
5. Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the Engineer. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20%, 10%, 4%, 2%, 1%, and 0.2% AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the Engineer shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency or frequencies. The Engineer shall coordinate with

the State any proposed changes to the detention systems. The State will assess the effects of such changes on the comprehensive drainage studies.

6. Identify areas requiring trench protection, excavation, shoring, and dewatering.

161.5. Cross-Drainage Structures: The Engineer shall provide the following services:

Not applicable

161.6. Temporary Drainage Facilities: The Engineer shall provide the following services:

1. Develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage.

161.7. Scour Analysis. The Engineer shall provide the following services:

Not applicable

161.8. Environmental Permits:

Not applicable

161.9. Plans, Specifications and Estimates (PS&E) Development for Hydraulics: The Engineer shall provide the following services:

- a. Prepare the PS&E package in accordance with the applicable requirements of the State's specifications, standards, and manuals, including the PS&E Preparation Manual. Include the following sheets and documents, as appropriate:
  - i. Hydrologic Data Sheets
  - ii. Hydraulic Data Sheets
  - iii. Scour Data Sheets (if applicable)
  - iv. Culvert Layout Sheets
  - v. Storm Drain Plan/Profile Sheets
  - vi. Detention Pond Layouts – Not applicable
  - vii. Detention Pond Details – Not applicable
  - viii. Roadway Plan & Profile Sheets including profile grade line of parallel ditches, if applicable.
  - ix. All other relevant sheets

- b. Prepare culvert cross sections and identify each cross section's station location.
- c. Identify areas requiring trench protection, excavation, shoring and de-watering.
- d. Prepare drainage area maps.
- e. If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.
- f. Select any necessary standard details from State or District's list of standards for items such as inlets, manholes, junction boxes and end treatments.
- g. Prepare details for non-standard inlets, manholes and junction boxes.
- h. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.
- i. Identify pipe strength requirements.
- j. Prepare drainage facility quantity summaries.
- k. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
- l. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
- m. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.
- n. Locate soil borings every 500 feet along the storm sewer alignment and take piezometric readings at 2000 feet intervals.
- o. Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.
- p. GeoPak Drainage Product will be used for the drainage analysis.

## **PROJECT DELIVERABLES**

The Engineer shall provide milestone submittals in accordance with Exhibit C, Work Schedule, and the "Guidelines for PS&E Milestone Submittals". The Engineer shall implement their Quality Assurance and Quality Control program prior to submitting a drainage study to the State for each of the milestones. Additionally, the Engineer shall provide evidence of their internal review process in the form of a set of red-line mark-ups to be submitted at each milestone. A milestone submittal is not considered complete unless the required milestone documents and associated internal redline mark-ups are submitted. This information will not be reviewed nor checked by the State but instead serves as documentation that the Engineer has performed an internal review of their own work and that of their sub-providers. This request for documentation of the internal review process is not to be considered as additional work but rather it is a routine order of business.

### **A. REPORTS**

1. Draft Drainage Impact Analysis Report
  - a. The Engineer shall prepare a draft drainage report which shall include the preliminary findings. The report shall also include conceptual and generic discussions of the alternatives considered, and a recommended solution.
  - b. The recommended solution must be analyzed in detail to reflect the mitigation requirements for the roadway development.
  - c. Storm drain discussion must include the preliminary sizing of the storm drain, requirement for line rerouting, preliminary detention storage volumes (if required) based on hydrograph, and initial recommendations on mitigation of impacts on the receiving streams.
  - d. Cross-drainage Structure reports must include existing hydraulic conditions, FEMA floodplain status, proposed structure design, and proposed hydraulic conditions, preliminary detention storage volumes (if required) based on hydrograph and initial recommendations on how to mitigate the storm impact on the receiving streams.
  - e. The report must document and justify all data, boundary conditions, assumptions, methodologies, and results. The text, tables, exhibits, and appendices must document clearly and concisely the work performed and results found. The report must provide recommendations for critical review by the State. Such recommendations may include corrective actions by the State, corrective actions by others, or need for further detailed analysis such as an unsteady model analysis or the development of mitigation measures. The Engineer shall save text, tables, exhibits, and

appendices (including computer models) on a compact disc and included the disc with each report.

- f. Assume one round of comments from the State. The Engineer shall address all State comments.
  - g. Three copies of a draft drainage report for review and comment.
- 2. Final Drainage Impact Analysis Report
  - a. Three originals of a finalized drainage report.
  - b. The reports must be signed and sealed by a professional engineer.
  - c. Provide a complete version of the report and calculations to the State Project Manager via Dropbox.

## **B. DRAINAGE PS&E PACKAGE**

The Engineer shall submit to the State's District Office for review and approval:

- 1. Draft drainage impact analysis report.
  - One set of 11" x 17" plan sets for the State's district review.
  - Quantity summaries.
  - Standard Details.
- 2.
- 3. 60% Plans Submittal:
  - Draft drainage impact analysis report.
  - One set of 11" x 17" plan sets for the State's district review.
  - Quantity summaries.
  - Standard Details.
- 4. 90% Plans Submittal:
  - Final drainage impact analysis report.
  - One set of 11" x 17" plan sheets for the State's district review.
  - Quantity summaries.
  - Marked up general notes.
  - Standard Details.
  - Special Details.
  - New Special Specifications and Special Provisions with Form 1814, if applicable.
  - Engineer's internal QA/QC marked up set.
  - Other supporting documents.

5. 95% Plans Submittal:

- One set of 11" x 17" plan sheets for the State's district review.
- List of governing Specifications and Special Provisions in addition to those required.
- Marked up general notes.
- Quantity summaries.
- Standard Details.
- Special Details.
- New Special Specifications and Special Provisions with Form 1814, if applicable.
- Engineer's internal QC marked-up set.
- Other supporting documents.

6. Final Plans Submittal (100%):

- One set of 11" x 17" final signed and sealed plan sheets in an electronic pdf format (in color).
- One set of 11" x 17" final signed and sealed plan sheets plotted on paper.
- Revised supporting documents from 95% review comments.

**C. ELECTRONIC COPIES**

1. The Engineer shall furnish the State with a CD or DVD of the final plans in the format of current CADD system used by the State, pdf format, and in the District's File Management System (FMS) format. The final drainage report shall be included in pdf format.
2. A fully functioning HEC-RAS and HEC-HMS model shall be included on a CD or DVD, in a format so that allows the State to open, maneuver, and QA/QC the models.

**D. CALCULATIONS**

The Engineer shall provide the following:

1. A 3-ring binder with all quantity and non-structural design calculations.
2. A bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: non-standard culverts, custom headwalls, and drainage appurtenances.

3. Working copies of all spreadsheets and input and output from any programs utilized on a CD or DVD in a universally reliable format.

The Engineer may provide the requested information on a CD or DVD in pdf format.

## **FUNCTION CODE 160(162) - ROADWAY DESIGN**

### **SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT)**

**162.1. Signing.** The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the State (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
- Designate the shields to be attached to guide signs.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.

**162.2. Pavement Marking.** The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the State (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

The Engineer shall provide the following information on sign and pavement marking layouts:

- Roadway layout.
- Center line with station numbering.
- Designation of arrow used on exit direction signs
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, to be relocated or replaced.
- Proposed signs (illustrated, numbered and size).
- Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.

- Proposed overhead sign bridges, indicating location by plan.
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators, object markers, and mailboxes.
- The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

## **FUNCTION CODE 160(163) - ROADWAY DESIGN**

### **MISCELLANEOUS (ROADWAY)**

The Engineer shall provide the following services:

**163.1. Retaining Walls and Miscellaneous Structures.** The Engineer shall develop each retaining wall design and determine the location of each soil boring needed for the foundation design of each retaining wall in accordance with the *Geotechnical Manual*. Prior to preparation of retaining wall layouts, the Engineer shall prepare a comparative cost analysis of different types of retaining walls versus roadway embankment, pavement, soil stabilization, retaining walls type, and available ROW to determine optimum selection based on economics, construction time duration, ROW encroachments (need for construction easements) and construction feasibility. The Engineer shall submit early in the plan preparation the retaining wall layouts to obtain approval from the State. The Engineer shall incorporate all necessary information from above referenced manuals and respective checklists into the retaining wall layouts. For stage construction, the Engineer shall indicate limits of existing retaining walls for removal and reconstruction, and determine limits of temporary retaining walls to be shown on the TCP.

The approximate limits of each retaining wall shall be based on Station or length. The Engineer shall notify the State the type of retaining walls that will be used for and Cut and Fill location. Retaining wall types must include:

- Spread Footing Walls (High Footing Pressure Design and Low Footing Pressure Design). The Engineer shall select a spread footing wall for fill situation when considerable room behind the walls is available for forming, constructing, and backfilling the footings and stem. The Engineer shall notify the State when the quantity is less than 1000 square feet to have as option in the plans to cast in place a spread footing wall design. This selection has to be approved to State.
- Mechanically Stabilized Earth (MSE) Walls. The Engineer shall prepare the



retaining wall layouts showing plan and profile or retaining walls for design by a State approved vendor. The Engineer is responsible for design of geometry and wall stability. The Engineer shall incorporate a slope of 4:1 or flatter from the existing and finished ground line elevation to the face of the retaining wall.

- Concrete Block Walls (Structural and Landscape).
- Tied Back Walls.
- Soil Nailed Walls. ○
- Rock Nailed Walls. ○
- Drilled Shaft Walls.
- Temporary MSE Walls.

The Engineer shall provide layouts (scale 1"=100'), elevations, quantity estimate, summary of quantities, typical cross sections and structural details of all retaining walls within the project. Approximate lengths of the retaining walls as shown on the schematic are listed as below. The Engineer shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the schematic.

If applicable, the State will provide architectural standard drawings. The Engineer shall incorporate architectural standard drawings into design details. The specific requirements for each item are as follows:

#### 1. Layout Plan

- (1) Designation of reference line
- (2) Beginning and ending retaining wall stations
- (3) Offset from reference line
- (4) Horizontal curve data
- (5) Total length of wall
- (6) Indicate face of wall
- (7) All wall dimensions and alignment relations (alignment data as necessary)
- (8) Soil boring locations
- (9) Drainage, signing, lightning, etc. that is mounted on or passing through the wall.
- (10) Subsurface drainage structures or utilities which could be impacted by wall construction.

#### 2. Elevation:

- (a) Top of wall elevations
- (b) Existing and finished ground line elevations
- (c) Vertical limits of measurement for payment
- (d) Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
- (e) Top and bottom of wall profiles plotted at correct station & elevation.
- (f) Underdrains
- (g) Any soil improvement, if applicable.
- (h) Drainage, signing, lighting etc. as noted above
- (i) Drainage structures and utilities as noted above

3. Sectional View:
  - (a) Reinforced volume
  - (b) Underdrain location
  - (c) Soil improvements, if applicable.
4. General Guidelines for Retaining Walls
  - (a) The Engineer shall perform design calculations to check the external stability of the walls including slope stability, bearing, sliding and overturning and detail drawings in accordance with the standard requirements of the State.
  - (b) For retaining wall submittals, the Engineer shall check State's Bridge Division website for current requirements.

**163.2. Traffic Control Plan, Detours, Sequence of Construction.** The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The Engineer shall:

1. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts and show the limits on the applicable TCP.
2. Coordinate with the State in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the State in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
3. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the State in the event existing access must be eliminated, and must receive approval from the State prior to any elimination of existing access.
4. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.

5. Prepare each TCP in coordination with the State. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
6. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the State.
7. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the State in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
8. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
9. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
10. Identify and delineate any outstanding ROW parcels.
11. Delineate areas of wetlands on traffic control plans.

**163.3. Temporary Traffic Signals and Illumination:** The Engineer shall immediately notify the State if the Engineer determines that an existing traffic signal or roadway illumination will be affected by the project. The Engineer shall address the adjustment or realignment of traffic signal heads and the use of detection for mainlanes and side streets on the plans as directed by the State. The Engineer shall obtain traffic movement counts to address any new timing plans to minimize the impact during construction and to determine the storage length needed for left and right turn movements. The Engineer shall address lighting of signalized intersections and shall coordinate with local utilities as approved by the State.

**163.4. Illumination.** The Engineer shall refer to TxDOT's *Highway Illumination Manual* and other deemed necessary State approved manuals for design of continuous lighting and safety lighting for all conventional, high-mast, and underpass lighting. The Engineer shall include safety lighting as part of each design on each flashing beacon and traffic signal. The Engineer shall provide a preliminary layout for initial review and approval by the State. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors,

length of runs, service pole assemblies. Underpass lighting must be used on all structures within each project. The Engineer shall integrate existing illumination within the project limits into the proposed design. The Engineer shall coordinate with the State to determine the location of proposed high-mast, conventional, and underpass lighting.

**163.5. StormWater Pollution Prevention Plans (SWP3).** The Engineer shall develop SWP3, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SWP3 must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

**163.6. Compute and Tabulate Quantities.** The Engineer shall provide the summaries and quantities within all formal submittals.

**163.7. Special Utility Details (Water, Sanitary Sewer, etc.)** The Engineer shall develop special details to accommodate or adjust utilities. Prior to developing any special utility detail, the Engineer shall notify the State in writing regarding each utility conflict that may require an accommodation. As directed by the State the Engineer shall coordinate with each utility to develop each special detail. The Engineer shall develop each utility detail or accommodation in compliance with the State's *Utility Accommodation Rules*. The Engineer shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the details into the State's plans.

**163.8. Miscellaneous Structural Details.** The Engineer shall provide necessary details required to supplement standard details.

**163.9. Testimony for Right of Way Hearings.** If required, the Engineer shall support and testify in possible Right of Way hearings. As requested by the State or the Attorney General's office, the Engineer shall be required to do the following:

- Research, study, analyze and review the project and the assigned parcels for acquisition;
- Prepare litigation designs and standard 8.5 x 11 inch, 11 x 17 inch or 24 x 36 inch paper exhibits. These deliverables are considered to be litigation documents and not engineering documents requiring a P.E. seal;
- Be available to prepare for and testify at hearings, depositions and trials, and;
- Be available to assist and consult with the Attorney General's Office, with case preparation.

- 163.10. Estimate.** The Engineer shall independently develop and report quantities necessary to construct the contract in standard State bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction cost estimates using Estimator or any approved method. The estimate shall be provided at each milestone submittal or in DCIS format at the 95% and Final PS&E submittals per State's District requirement.
- 163.11. Contract time determination.** The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 95% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The Engineer shall provide assistance to the State in interpreting the schedule.
- 163.12. Specifications and General Notes.** The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.
- 163.13. Constructability Review.** The Engineer shall provide Independent Quality Review of the constructability PS&E sets.

The Engineer shall perform constructability reviews at major project design milestones (e.g. 60%, 90%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction. The constructability review must be performed for all roadway and structural elements such as Sequence of Work/Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate use of Items, Quantities, General Notes, Standard and Special Specifications, Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews must be captured in a Constructability Log identifying areas of concern and potential conflict. The Engineer shall provide the results of all Constructability reviews and recommendations to the State at major project design milestone submittals.

## **FUNCTION CODE 160(165) – ROADWAY DESIGN**

**N/A**

**FUNCTION CODE 160(170) – ROADWAY DESIGN**

N/A

**FUNCTION CODE 300(351) – DESIGN****VERIF/CHANGES/ALTER CONSTRUCTION PHASE****SERVICES**

The Engineer shall provide Construction Phase Services at the written request of the Local Government Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

1. Attend preconstruction meeting
2. Attend partnering meeting
3. Attend field meetings and make visits to site
4. Calculate quantities and assist the area engineer in preparing change orders
5. Review and approval of shop drawings
6. Review and approval of forming details
7. Responding to requests for information (RFIs)
8. Providing minor redesign (major redesign should be handled with a contract supplement), which will include changes to the affected plan sheets.
9. Answering general questions
10. Providing clarification
11. Other project related tasks in support of the State during construction

**Deliverables****Plans**

The Engineer shall provide the following information at each submittal:

1. 30% Plans Submittal
  - 1.1. Twelve sets of 11" x 17" plan sheets for the State District Review.
  - 1.2. Estimate of construction cost.
  - 1.3. Engineer's internal QA and QC markup set.
  - 1.4. Form 1002 and Design Exceptions with existing and proposed typical sections, location map and design exception exhibits.
2. 60% Plans Submittal:
  - 2.1. Twelve sets of 11" x 17" plan sets for the State District review.
  - 2.2. Estimate of construction cost.
  - 2.3. Engineer's internal QA and QC marked up set.

- 2.4. One set of a roll format TCP phasing layouts, one .pdf of plan sheets for TCP concept, and significant project procedures form (State Form 2229) to present at the TCAT for the State review.
3. Review Submittal (90%)
    - 3.1. 12 sets of 11" x 17" plan sheets for the State District Review.
    - 3.2. Estimate of construction cost.
    - 3.3. Marked up general notes
    - 3.4. Construction schedule.
    - 3.5. New Special Specifications and Special Provisions with Form 1814, if applicable.
    - 3.6. Engineer's internal QA and QC marked up set.
    - 3.7. Other supporting documents.
  4. District Review Submittal (95%):
    - 4.1. 12 sets of 11" x 17" plan sheets for the State district review
    - 4.2. List of governing Specifications and Special Provisions in addition to those required.
    - 4.3. Marked up general notes.
    - 4.4. Plans estimate.
    - 4.5. New Special Specifications and Special Provisions with Form 1814, if applicable.
    - 4.6. Triple Zero Special Provisions.
    - 4.7. Engineer sign, seal and date supplemental sheets (8 ½" x 11").
    - 4.8. Contract time determination summary.
    - 4.9. Significant project procedures form.
    - 4.10. Right-of-Way and utilities certification.
    - 4.11. Temporary road closure letters.
    - 4.12. Construction speed zone request.
    - 4.13. Engineer's internal QA and QC marked-up set.
    - 4.14. Other supporting documents.
  5. Final submittal (100%).
    - 5.1. 12 paper sets of 11" x 17"
    - 5.2. Revised supporting documents from 95% review comments.

### **Electronic Copies**

The Engineer shall furnish the State with a CD or DVD of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.

The Engineer shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the State contractor to use.

The Engineer shall provide an electronic copy of Primavera file or the latest scheduling program used by the State for construction time estimate.

With the approval of the State, and in lieu of the above, the Engineer may maintain the project files in the State's ProjectWise container. The handoff of the electronic files will be via email to the State, with a URN link to the project location in ProjectWise provided in the email.

### **Calculations**

The Engineer shall provide the following:

A 3-ring binder with all quantity and non-structural design calculations.

A bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances.

Working copies of all spreadsheets and output from any programs utilized on a CD or DVD in a universally reliable format.

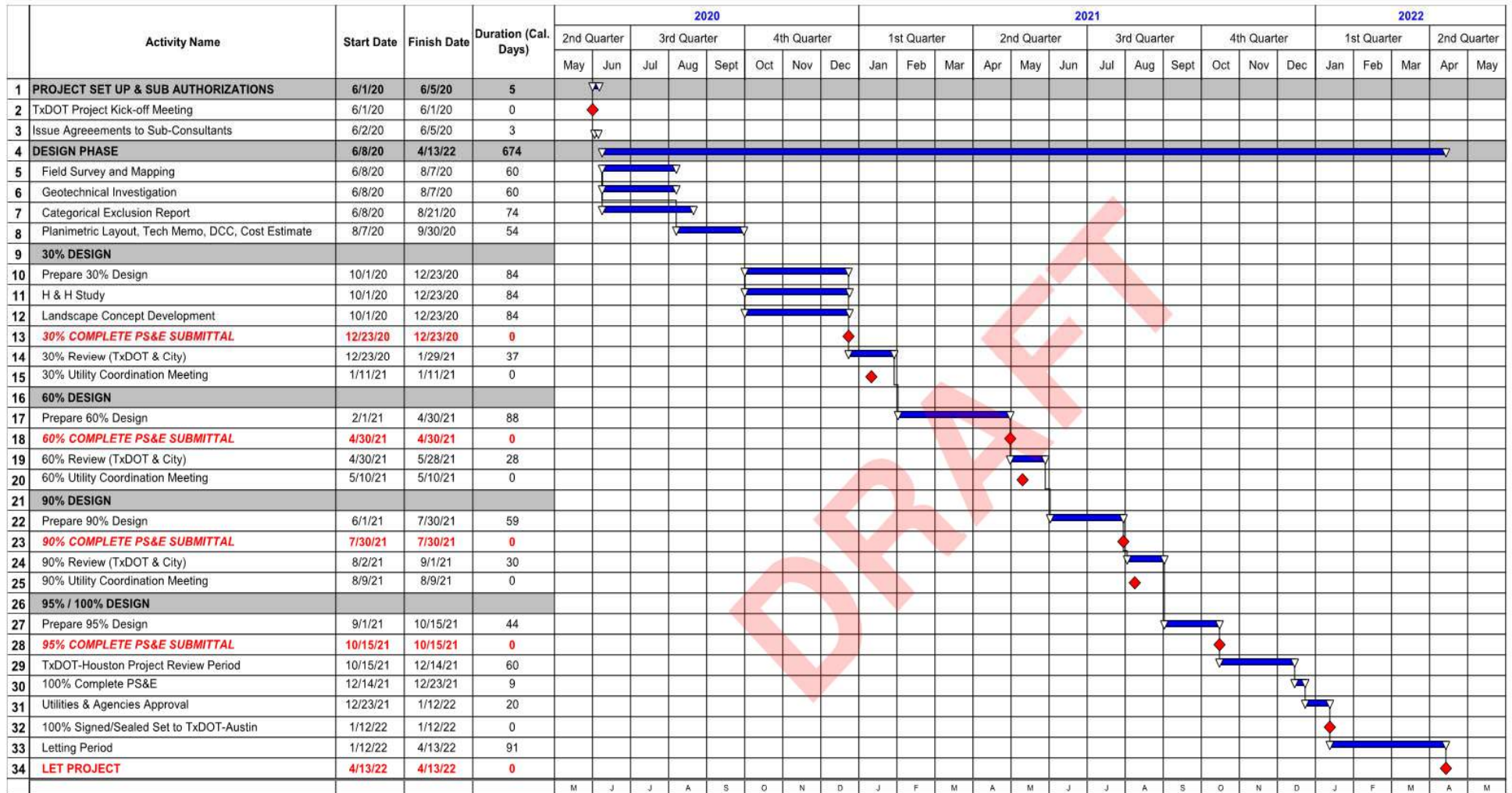
The Engineer may provide the calculations in .pdf format in lieu of the bound hard copies. The .pdf file should be submitted on a CD,DVD, or in ProjectWise (if applicable).



**ATTACHMENT D**  
**Anticipated Schedule**



Preliminary Project Design Schedule  
East End District - Navigation Blvd @ Jensen Dr/Runnels St – Intersection Reconstruction  
CSJ: 0912-72-386



**ATTACHMENT E**  
**Anticipated Maximum Fee**

**Attachment E - ANTICIPATED MAXIMUM FEE****East End District***Consultant Name: Gauge Engineeirng, LLC**Project Name: Navigation Blvd @ Jensen Dr/Runnels St – Intersection Reconstruction**CSJ: 0912-72-386*

<b>Firm</b>	<b>Services</b>	<b>Lump Sum</b>	<b>Hourly NTE</b>	<b>Total</b>	<b>%</b>
Gauge Engineeirng, LLC - Prime	PM/Roadway & Drainage Design	\$256,296.25	\$0.00	\$256,296.25	68.6%
Subtotal				<b>\$256,296.25</b>	68.6%
<b>Non-DBE Subs</b>					
TEI	Traffic Consultant	\$26,842.64	\$0.00	\$26,842.64	7.2%
Subtotal				<b>\$26,842.64</b>	7.2%
<b>DBE Subs</b>					
Asakura Robinson Company, LLC	Landscape Arcitecture	\$40,181.50	\$0.00	\$40,181.50	10.8%
Aviles Engineering Corporation	Geotechnical	\$14,414.28	\$0.00	\$14,414.28	3.9%
Cypress Environmental Consulting, LLC	Environmental - CE	\$15,696.00	\$0.00	\$15,696.00	4.2%
Kuo & Associates, Inc.	Surveyor	\$19,959.00	\$0.00	\$19,959.00	5.3%
Subtotal				<b>\$90,250.78</b>	24.2%
Grand Total		<b>\$373,389.67</b>	<b>\$0.00</b>	<b>\$373,389.67</b>	<b>100.0%</b>

Project: Navigation Blvd Roundabout  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum

Prime Provider: Gauge Engineering, LLC Project: Navigation Blvd @ Jensen Dr/Runnels St – Intersection Reconstruction CSJ: 0912-72-386		SUBTOTALS	Prime Provider GAUGE ENGINEERING, LLC	Sub-Provider Asakura Robinson Company LLC (Landscape Architect)	Sub-Provider AVILES ENGINEERING CORPORATION (Geotech)	Sub-Provider CYPRESS ENVIRONMENTAL CONSULTING, LLC (Environmental-CE)	Sub-Provider KUO & ASSOCIATES, INC. (Surveyor)	Sub-Provider TRAFFIC ENGINEERS, INC. (Traffic)
FC 110	Total Labor Cost	\$51,859.48	\$23,264.00	\$14,698.50	\$7,217.78			\$6,679.20
	Other Direct Expenses	\$7,196.50			\$7,196.50			
FC 120	Total Labor Cost	\$24,388.48	\$6,422.00			\$15,198.00		\$2,768.48
	Other Direct Expenses	\$498.00				\$498.00		
FC 130	Total Labor Cost	\$4,724.00	\$4,724.00					
	Other Direct Expenses	\$0.00						
FC 164	Total Labor Cost	\$20,260.00	\$20,260.00					
	Other Direct Expenses	\$0.00						
FC 150	Total Labor Cost	\$19,414.00					\$19,414.00	
	Other Direct Expenses	\$545.00					\$545.00	
FC 160	Total Labor Cost	\$77,561.52	\$68,230.00					\$9,331.52
	Other Direct Expenses	\$11,506.25	\$11,506.25					
FC 161	Total Labor Cost	\$61,050.00	\$61,050.00					
	Other Direct Expenses	\$0.00						
FC 162	Total Labor Cost	\$21,499.44	\$13,436.00					\$8,063.44
	Other Direct Expenses	\$0.00						
FC 163	Total Labor Cost	\$72,852.50	\$47,404.00	\$25,448.50				
	Other Direct Expenses	\$34.50		\$34.50				
FC 165	Total Labor Cost	\$0.00						
	Other Direct Expenses	\$0.00						
FC 170	Total Labor Cost	\$0.00						
	Other Direct Expenses	\$0.00						
Grand Totals		\$373,389.67	\$256,296.25	\$40,181.50	\$14,414.28	\$15,696.00	\$19,959.00	\$26,842.64
(DBE%)		24.17%	-	10.76%	3.86%	4.20%	5.35%	-

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Gauge Engineering, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>FEASIBILITY STUDIES - FC 110</b>									
<b>ROUTE &amp; DESIGN STUDIES</b>									
DATA COLLECTION & FIELD RECONNAISSANCE	2	4	6	8			20	N/A	N/A
ROADWAY AND HYDRAULIC DESIGN CRITERIA	2	4	8	12			26	N/A	N/A
PRELIMINARY COST ESTIMATE	1	2	4	8			15	N/A	N/A
DESIGN CONCEPT CONFERENCE	2	4	6	4			16	N/A	N/A
REVIEW GEOTECHNICAL REPORT	1	4					5	N/A	N/A
DESIGN EXCEPTIONS, IF APPLICABLE	1	2	6	8			17		
TECHNICAL MEMORANDUM - CITY OF HOUSTON	4	6	24	32			68		
<b>HOURS SUB-TOTALS</b>	<b>13</b>	<b>28</b>	<b>54</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>167</b>		
CONTRACT RATE PER HOUR	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$2,340.00	\$4,760.00	\$8,100.00	\$8,064.00	\$0.00	\$0.00	\$23,264.00		
% DISTRIBUTION OF STAFFING	7.8%	16.8%	32.3%	43.1%	0.0%	0.0%			
<b>SUBTOTAL - FC 110</b>							<b>\$23,264.00</b>		
<b>SOCIA/ECON/ENVIRON STUDIES - FC 120</b>									
<b>ENVIRONMENTAL STUDIES &amp; PUBLIC INVOLVEMENT</b>									
INFORMAL MEETINGS WITH PUBLIC, OTHER AGENCIES, STAKEHOLDERS	10	10	6		6		32	N/A	N/A
REVIEW OF ENVIRONMENTAL STUDY	2	6					8	N/A	N/A
<b>HOURS SUB-TOTALS</b>	<b>12</b>	<b>16</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>40</b>	<b>0</b>	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$2,160.00	\$2,720.00	\$900.00	\$0.00	\$642.00	\$0.00	\$6,422.00		
% DISTRIBUTION OF STAFFING	30.00%	40.00%	15.00%	0.00%	15.00%	0.00%			
<b>SUBTOTAL - FC 120</b>							<b>\$6,422.00</b>		
<b>RIGHT OF WAY DATA - FC 130</b>									
<b>RIGHT OF WAY DATA</b>									
REVIEW ROW MAPPING		3	9				12	N/A	N/A
UTILITY ADJUSTMENTS AND EXHIBITS		4	6		12		22		
<b>HOURS SUB-TOTALS</b>	<b>0</b>	<b>7</b>	<b>15</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>34</b>	<b>0</b>	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$0.00	\$1,190.00	\$2,250.00	\$0.00	\$1,284.00	\$0.00	\$4,724.00		
% DISTRIBUTION OF STAFFING	0.00%	20.59%	44.12%	0.00%	35.29%	0.00%			
<b>SUBTOTAL - FC 130</b>							<b>\$4,724.00</b>		



Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Gauge Engineering, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>PROJECT MANAGEMENT &amp; ADMINISTRATION - FC 164</b>									
<b>PROJECT COORDINATION /MANAGEMENT</b>									
PROJECT MANAGEMENT & COORDINATION WITH TXDOT	16	16	12				44		
PROJECT MANAGEMENT & COORDINATION WITH CITY OF HOUSTON	12	12	6				30		
PROJECT MANAGEMENT & COORDINATION WITH SUBCONSULTANT	8	16	24				48	N/A	N/A
<b>HOURS SUB-TOTALS</b>	36	44	42	0	0	0	122		
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$6,480.00	\$7,480.00	\$6,300.00	\$0.00	\$0.00	\$0.00	\$20,260.00		
% DISTRIBUTION OF STAFFING	105.88%	129.41%	123.53%	0.00%	0.00%	0.00%			
<b>SUBTOTAL - FC 164</b>							<b>\$20,260.00</b>		
TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>ROADWAY DESIGN - FC 160</b>									
<b>ROADWAY DESIGN CONTROLS</b>									
DEVELOP SCHEMATIC	6	18	32	48	12		116	N/A	N/A
<b>ROADWAY DESIGN:</b>									
TITLE SHEET/INDEX SHEET			1	2	6		9	2	5
PROJECT LAYOUT SHEETS			1	2	8		11	1	11
HORIZONTAL AND VERTICAL ALIGNMENT DATA SHEETS			1	2	6		9	2	5
EXISTING TYPICAL SECTIONS			1	2	8		11	1	11
PROPOSED TYPICAL SECTIONS		1	4	4	8		17	1	17
ROUNDABOUT/ROADWAY PLAN AND PROFILE (SCALE: H 1"=40' V 1"=4')	8	16	24	32	60		140	4	35
ROUNDABOUT CURB PROFILES	2	4	12	16	24		58	3	19
ROUNDABOUT LAYOUT AND GRADING PLAN	2	4	8	12	24		50	1	50
PAVEMENT REMOVAL PLANS		2	4	6	12		24	2	12
MISCELLANEOUS ROADWAY DETAILS			1	2	8		11	1	11
EARTHWORK CROSS SECTIONS (Every 50-FT)	2	8	12	16	40		78	6	13
ROADWAY QUANTITY SHEETS			1	2	8		11	1	11
<b>HOURS SUB-TOTALS</b>	20	53	102	146	224	0	545	25	
CONTRACT RATE PER HR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$3,600.00	\$9,010.00	\$15,300.00	\$16,352.00	\$23,968.00	\$0.00	\$68,230.00		
% DISTRIBUTION OF STAFFING	3.67%	9.72%	18.72%	26.79%	41.10%	0.00%			
<b>SUBTOTAL - FC 160</b>							<b>\$68,230.00</b>		

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Gauge Engineering, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>DRAINAGE DESIGN - FC 161</b>									
<b>IMPACT ANALYSIS</b>									
DELINEATION OF DRAINAGE AREAS	1	2	6	8	12		29		
CALCULATION OF PARAMETERS			2	3			5		
RUNOFF COMPUTATIONS AND HYDROGRAPH-EXISTING		1	2	4			7		
INITIAL DRAINAGE SYSTEM DESIGN CONCEPT		2	2	2			6		
RUNOFF COMPUTATIONS AND HYDROGRAPH-PROPOSED			2	4			6		
CHANGE IN IMPERVIOUS COVER QUANTIFICATION			2	2	4		8		
MITIGATION ESTIMATE BASED ON SMALL WATERSHED METHOD			2	4			6		
INITIAL MITIGATION ALTERNATIVES	1	2	2	2			7		
SHEETFLOW ANALYSIS		2	2	2	4		10		
DRAINAGE STUDY REPORT	2	8	18	32			60		
EXHIBITS, TABLES, APPENDICES		1	4	6	16		27		
HYDRAULIC DATA SHEETS			4	12	4		20		
DRAINAGE COMPUTATIONS			4	8	8		20		
<b>CULVERT AND STORM DRAIN DESIGN</b>									
OVERALL DRAINAGE AREA MAP	1	2	4	6	12		25	1	25
DRAINAGE AREA SHEETS	1	2	6	8	16		33	2	17
STORM SEWER PLAN AND PROFILES	2	16	18	32	40		108	4	27
STORM SEWER LATERAL SHEETS		2	8	12	16		38	2	19
STORM SEWER SUMMARIES			4	8	8		20	N/A	N/A
STANDARD DETAILS				2	8		10	4	
<b>STORM WATER POLLUTION PREVENTION PLAN (SW3P):</b>									
STORM WATER POLLUTION PREVENTION PLAN		1	4	8	16		29	2	15
STORM WATER POLLUTION PREVENTION PLAN STANDARDS				2	4		6	1	6
STORM WATER POLLUTION PREVENTION PLAN SUMMARIES		1	2	4	6		13	1	13
<b>HOURS SUB-TOTALS</b>	8	42	98	171	174	0	493	17	
CONTRACT RATE PER HR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$1,440.00	\$7,140.00	\$14,700.00	\$19,152.00	\$18,618.00	\$0.00	\$61,050.00		
% DISTRIBUTION OF STAFFING	1.62%	8.52%	19.88%	34.69%	35.29%	0.00%			
<b>SUBTOTAL - FC 161</b>							<b>\$61,050.00</b>		



Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Gauge Engineering, LLC

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>ROADWAY DESIGN - FC 162</b>									
<b>SIGNING, PVMT. MARKING, &amp; SIGNAL</b>									
SIGNING AND PAVEMENT MARKING LAYOUTS	6	12	18		40		76	2	38
GUIDE SIGN DETAILS		1	2		6		9	4	2
SIGNING SUMMARIES (LARGE AND SMALL)		1	2		6		9	1	9
SIGNING, PAVEMENT MARKING, ETC. QUANTITIES		1	2		6		9	1	9
<b>HOURS SUB-TOTALS</b>	6	15	24	0	58	0	103	8	
CONTRACT RATE PER HR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$1,080.00	\$2,550.00	\$3,600.00	\$0.00	\$6,206.00	\$0.00	\$13,436.00		
% DISTRIBUTION OF STAFFING	5.83%	14.56%	23.30%	0.00%	56.31%	0.00%			
<b>SUBTOTAL - FC 162</b>							<b>\$13,436.00</b>		

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>MISCELLANEOUS (ROADWAY) - FC 163</b>									
<b>TRAFFIC CONTROL PLAN, DETOURS &amp; SEQUENCE OF CONSTRUCTION:</b>									
OVERALL PHASING LAYOUT	1	2	4	8	16		31	1	31
TCP, DETOURS AND SEQUENCE OF CONSTRUCTION	2	12	24	32	60		130	10	13
TCP STANDARDS		1	2	4	8		15	15	1
TRAFFIC CONTROL WORKSHOP							0	N/A	N/A
DESIGN SCHEDULE	1	3	6				10	2	5
<b>ILLUMINATION:</b>									
LIGHTING LAYOUTS		1	2	4	12		19	2	10
ILLUMINATION STANDARDS		1	2		8		11	1	11
<b>QUANTITIES, SPECIFICATIONS &amp; ESTIMATE:</b>									
ROADWAY QUANTITY SHEETS		1	2	8			9	1	9
COMPUTE & TABULATE TCP QUANTITIES		2	6	8			16	N/A	N/A
COMPUTE & TABULATE REMOVAL QUANTITIES		1	2	6			9	N/A	N/A
SUMMARY SHEETS FOR DRIVEWAY, MISCELLANEOUS QUANTITIES, ETC.	1	4	6	12	24		47	9	5
GENERAL NOTES, SPECIFICATIONS AND PROVISIONS	1	4	6	16			27	N/A	N/A
CONSTRUCTION TIME DETERMINATION (PRIMAVERA)	1	2	6	12			21	N/A	N/A
CONSTRUCTION COST EST. (30, 60, 90, 95 & FINAL) WITH VARIANCE REPORT	2	6	8	16			32	N/A	N/A
<b>HOURS SUB-TOTALS</b>	9	40	76	124	128	0	377	41	
CONTRACT RATE PER HR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$180.00	\$170.00	\$150.00	\$112.00	\$107.00	\$61.00			
TOTAL LABOR COSTS	\$1,620.00	\$6,800.00	\$11,400.00	\$13,888.00	\$13,696.00	\$0.00	\$47,404.00		
% DISTRIBUTION OF STAFFING	2.39%	10.61%	20.16%	32.89%	33.95%	0.00%			
<b>SUBTOTAL - FC 163</b>							<b>\$47,404.00</b>		

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Gauge Engineering, LLC

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FEASIBILITY STUDIES - FC 110						167	\$23,264.00
SOCIAL/ECON/ENVIRON STUDIES - FC 120						40	\$6,422.00
RIGHT OF WAY DATA - FC 130						34	\$4,724.00
PROJECT MANAGEMENT & ADMINISTRATION - FC 164						122	\$20,260.00
ROADWAY DESIGN - FC 160						545	\$68,230.00
DRAINAGE DESIGN - FC 161						493	\$61,050.00
SIGNING, PAVEMENT MARKINGS & SIGNALIZATION - FC 162						103	\$13,436.00
MISCELLANEOUS (ROADWAY) - FC 163						377	\$47,404.00
<b>SUBTOTAL LABOR EXPENSES</b>						<b>1881</b>	<b>\$244,790.00</b>
<b>OTHER DIRECT EXPENSES</b>	<b>COST/UNIT</b>						
Mileage (# of miles) (current state rate)	\$0.575	750					\$431.25
Printing and Reproduction	\$2,500.00	1					\$2,500.00
City Review Fee (\$106 Adm Fee Plus 100 sheets @ \$80)	\$80.00	100					\$8,000.00
TAS Accessibility Plan Review	\$575.00	1					\$575.00
<b>SUBTOTAL DIRECT EXPENSES</b>							<b>\$11,506.25</b>
<b>SUMMARY</b>	<b>Total</b>						
TOTAL COSTS FOR GAUGE ONLY	\$244,790.00						
OTHER DIRECT EXPENSES FOR GAUGE ONLY	\$11,506.25						
<b>GRAND TOTAL</b>	<b>\$256,296.25</b>						

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Asakura Robinson Company, LLC

TASK DESCRIPTION	SUPPORT MANAGER	SENIOR LANDSCAPE ARCHITECT	SENIOR CAD OPERATOR			TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>PRELIMINARY LANDSCAPE DESIGN - FC 110</b>								
KICKOFF MEETING	2	2				4	N/A	N/A
SITE VISIT	3	3	3			9	N/A	N/A
SITE ANALYSIS	8		20			28	N/A	N/A
DEVELOP LANDSCAPE DESIGN CONCEPT PLANS	12		20			32	N/A	N/A
INTERNAL REVIEW QA/QC	4	4				8	N/A	N/A
CLIENT REVIEW MEETINGS		8				8	N/A	N/A
OPINION OF PROBABLE CONSTRUCTION COST		6				6	N/A	N/A
PREPARE FINAL PRELIMINARY LANDSCAPE DESIGN			20			20		
PROJECT MANAGEMENT		10				10		
HOURS SUB-TOTALS	29	33	63	0	0	125		
CONTRACT RATE PER HOUR	\$162.00	\$136.00	\$87.50	\$0.00	\$0.00			
TOTAL LABOR COSTS	\$4,698.00	\$4,488.00	\$5,512.50	\$0.00	\$0.00	\$14,698.50		
% DISTRIBUTION OF STAFFING	12.50%	14.22%	27.16%	0.00%	0.00%			
<b>SUBTOTAL - FC 110</b>						<b>\$14,698.50</b>		

TASK DESCRIPTION	SUPPORT MANAGER	SENIOR LANDSCAPE ARCHITECT	SENIOR CAD OPERATOR			TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>FINAL LANDSCAPE DESIGN - FC 163</b>								
CLIENT / TEAM COORDINATION MEETINGS	8	8				16		
SITE VERIFICATION VISIT	4	4	4			12		
TREE PROTECTION PLAN AND DETAILS	2		16			18		
PEDESTRIAN HARDSCAPE PLAN AND DETAILS	2		55			57		
IRRIGATION PLAN AND DETAILS	2		32			34		
LANDSCAPE PLAN AND DETAILS	2		32			34		
CONSTRUCTION SPECIFICATIONS		8				8		
QUANTITIES BY SHEETS		8	4			12		
INTERNAL QA/QC	12	12				24		
OPINION OF PROBABLE CONSTRUCTION COST		6				6		
PROJECT MANAGEMENT		11				11		
HOURS SUB-TOTALS	32	57	143	0	0	232	0	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$162.00	\$136.00	\$87.50					
TOTAL LABOR COSTS	\$5,184.00	\$7,752.00	\$12,512.50	\$0.00	\$0.00	\$25,448.50		
% DISTRIBUTION OF STAFFING	13.79%	24.57%	61.64%	0.00%	0.00%			
<b>SUBTOTAL - FC 163</b>						<b>\$25,448.50</b>		

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
 CSJ: 0912-72-386

Exhibit D - Fee Schedule  
 Method of Payment: Lump Sum  
 Asakura Robinson Company, LLC

DESCRIPTION					TOTAL MH BY FC	TOTAL COSTS BY FC
PRELIMINARY LANDSCAPE DESIGN - FC 110					125	\$14,698.50
FINAL LANDSCAPE DESIGN - FC 163					232	\$25,448.50
<b>SUBTOTAL LABOR EXPENSES</b>					357	\$40,147.00
<b>OTHER DIRECT EXPENSES</b>	<b>COST/UNIT</b>					
Mileage (# of miles) (current state rate)	\$0.575	60				\$34.50
<b>SUBTOTAL DIRECT EXPENSES</b>						\$34.50
<b>SUMMARY</b>						
TOTAL COSTS FOR ASAKURA ONLY						\$40,147.00
DIRECT EXPENSES FOR ASAKURA ONLY						\$34.50
<b>GRAND TOTAL</b>						\$40,181.50



Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Aviles Engineering Corporation

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEERING TECH	ENGINEERING TECHNICIAN	JUNIOR ENGINEERING TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
<b>FEASIBILITY STUDIES - FC 110</b>										
<b>ROUTE &amp; DESIGN STUDIES</b>										
<b>DATA COLLECTION &amp; FIELD RECONNAISSANCE</b>										0
Utilities Clearance and Field Coordination for staking the soil borings						4	6			10
Drilling, Sampling, Logging and Traffic Control Coordination						2		12		14
Review lab test data and perform QA/QC			1		4					5
Input lab test data, edit and prepare final Wincore Boring Logs			1		6					7
<b>ENGINEERING ANALYSIS</b>		4	6		10					20
<b>GEOTECHNICAL REPORT</b>		2	6		8				1	17
<b>HOURS SUB-TOTALS</b>	0	6	14	0	28	6	6	12	1	73
<b>CONTRACT RATE PER HOUR</b>	\$199.23	\$186.78	\$131.71	\$93.55	\$86.79	\$95.79	\$74.71	\$62.26	\$52.92	
<b>TOTAL LABOR COSTS</b>	\$0.00	\$1,120.68	\$1,843.94	\$0.00	\$2,430.12	\$574.74	\$448.26	\$747.12	\$52.92	\$7,217.78
<b>% DISTRIBUTION OF STAFFING</b>	0.0%	8.2%	19.2%	0.0%	38.4%	8.2%	8.2%	16.4%	1.4%	
<b>SUBTOTAL - FC 110</b>										\$7,217.78

DESCRIPTION									TOTAL MH BY FC	TOTAL COSTS BY FC
<b>FEASIBILITY STUDIES - FC 110</b>									73	\$7,217.78
<b>SUBTOTAL LABOR EXPENSES</b>									73	\$7,217.78
<b>OTHER DIRECT EXPENSES</b>	<b>COST/UNIT</b>									
Mileage (# of miles) (current state rate)	\$0.575	300								\$172.50
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	\$2,350.00	1								\$2,350.00
Photocopies B/W (11" X 17")	\$0.20	60								\$12.00
Photocopies B/W (8 1/2" X 11")	\$0.10	175								\$17.50
Photocopies Color (11" X 17")	\$1.20	15								\$18.00
Photocopies Color (8 1/2" X 11")	0.75	30								\$22.50
<b>SUBTOTAL DIRECT EXPENSES</b>										\$2,592.50

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Aviles Engineering Corporation

Unit Costs					
Services To Be Provided	Test Code	Unit	Rate	Quantity	Total
Coring Crew travel to/from Job site per day	1	hour	\$180.00	1	\$180.00
(a) 6-in. diameter cores	N/A	inch	\$10.00	18	\$180.00
(b) 6-in. diameter cores (greater than 6-inch thickness)	N/A	inch	\$15.00	18	\$270.00
Truck Mounted Rig		each	\$425.00	1	\$425.00
Soil Boring/Rock Coring with TCP ( < 60 ft.)	Tex-132-E	LF	\$30.00	60	\$1,800.00
Soil Boring/Rock Coring with TCP ( > 60 ft.)	Tex-132-E	LF	\$35.00	0	\$0.00
Drilling Standby Time		hour	\$150.00	1	\$150.00
Determination of Moisture Content in soils	ASTM D2216	test	\$8.00	21	\$168.00
Liquid Limit of Soils	ASTM D4318	test	\$27.00	9	\$243.00
Plastic Limit of Soils	ASTM D4318	test	\$27.00	9	\$243.00
Specific Gravity of Soils	ASTM D 854	each	\$50.00	0	\$0.00
Sieve Analysis	ASTM D 422	each	\$47.00	3	\$141.00
Sieve Analysis w/Hydrometer	ASTM D 422	each	\$106.00	0	\$0.00
Percent Passing # 200 sieve	ASTM D 1140	each	\$40.00	9	\$360.00
Unconsolidated Undrained Triaxial Compressive Strength of Soil	ASTM D 2850	each	\$63.00	4	\$252.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$48.00	4	\$192.00
<b>SUBTOTAL UNIT COSTS</b>					<b>\$4,604.00</b>

SUMMARY	
TOTAL COSTS FOR AVILES ONLY	\$7,217.78
OTHER DIRECT EXPENSES FOR AVILES ONLY	\$2,592.50
SUBCONTRACTS (includes labor costs and direct expenses)	\$4,604.00
<b>GRAND TOTAL</b>	<b>\$14,414.28</b>

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Cypress Environmental Consulting, LLC

TASK DESCRIPTION	PROJECT MANAGER	GIS Operator	Environmental Professional	Environmental Scientist I	Technical Editor	Permit Preparer/Wetland Delineator	Biologist III	Archeologist III	Admin/Clerical		TOTAL LABOR HRS. & COSTS
<b>SOCIAL/ECON/ENVIRON STUDIES - FC 120</b>											
<b>ENVIRONMENTAL STUDIES &amp; PUBLIC INVOLVEMENT</b>											
Prepare Community Impact Analysis (CIA form)	2	4	2	8	2		24				0
Prepare Water and Biological Resources Documentation-Conduct vegetation and wildlife review											42
Threatened and Endangered Species											0
Conduct site investigation				8		8					16
Prepare Biological Evaluation Form	2	8		24	2	4	8		2		50
Conduct analysis of stream modifications and associated habitats				4							4
Complete Water Resources Tech Report with blue-line summary		2			2	4	20		2		30
Address Executive Memorandum on Beneficial Landscape				2							2
Prepare Hazardous Materials Technical Report	2		4	24					2		32
Prepare Cultural Resources Background Study			4					16			20
Prepare Project Description Memo			2				8				10
Public Involvement											0
Summary of Meeting of Affected Property Owners (meeting conducted by Engineer)			4								4
Agency Coordination											0
Texas Historical Commission			2					2			4
<b>HOURS SUB-TOTALS</b>	6	14	18	70	6	16	60	18	6	0	214
<b>CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)</b>	\$115.00	\$68.00	\$90.00	\$68.00	\$50.00	\$90.00	\$50.00	\$89.00	\$39.00		
<b>TOTAL LABOR COSTS</b>	\$690.00	\$952.00	\$1,620.00	\$4,760.00	\$300.00	\$1,440.00	\$3,600.00	\$1,602.00	\$234.00	\$0.00	\$15,198.00
<b>% DISTRIBUTION OF STAFFING</b>	2.80%	6.54%	8.41%	32.71%	2.80%	7.48%	28.04%	8.41%	2.80%	0.00%	
<b>SUBTOTAL - FC 120</b>											\$15,198.00

DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC
<b>SOCIAL/ECON/ENVIRON STUDIES - FC 120</b>											214	\$15,198.00
<b>SUBTOTAL LABOR EXPENSES</b>											214	\$15,198.00
<b>OTHER DIRECT EXPENSES</b>	<b>COST/UNIT</b>											
Mileage (# of miles) (current state rate)	\$0.575	175										\$100.63
Production	\$397.37											\$397.37
<b>SUBTOTAL DIRECT EXPENSES</b>												\$498.00

<b>SUMMARY</b>	
TOTAL COSTS FOR CYPRESS ONLY	\$15,198.00
OTHER DIRECT EXPENSES FOR CYPRESS ONLY	\$498.00
<b>GRAND TOTAL</b>	<b>\$15,696.00</b>

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Kuo and Associates, Inc.

TASK DESCRIPTION	PROJECT MANAGER (RPLS)	TASK LEAD (RPLS)	SENIOR SURVEY TECH	SURVEY TECH	SURVEY CREW (2 PERSON)	SURVEY CREW (3 PERSON)	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
<b>Survey - FC 150</b>								
<b>FC 150-Field Survey</b>								
Establish Survey Controls		1	2		12			15
Tie to Benchmark/Datum			1		2			3
Survey Cross sections @ 50' c-c			1			16		17
Full topo and utility survey along cross streets						24		24
Invert storm box, inlet, manhole				1		8		9
Estimated ROW delineation		4	12		6			22
Plan drawing				16				16
Profile drawing				16				16
DTM			16	8				24
SCM		2	6	12				20
QC/QA	8			4	8			20
Coordination	1							1
								0
<b>HOURS SUB-TOTALS</b>	9	7	38	57	28	48	0	187
<b>CONTRACT RATE PER HOUR</b>	\$150.00	\$130.00	\$79.00	\$64.00	\$118.00	\$150.00	\$70.00	
<b>TOTAL LABOR COSTS</b>	\$1,350.00	\$910.00	\$3,002.00	\$3,648.00	\$3,304.00	\$7,200.00	\$0.00	\$19,414.00
<b>% DISTRIBUTION OF STAFFING</b>	4.81%	3.7%	20.3%	30.5%	15.0%	25.7%	0.0%	
<b>SUBTOTAL - FC 150</b>								\$19,414.00

DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
<b>FEASIBILITY STUDIES - FC 150</b>							187	\$19,414.00
<b>SUBTOTAL LABOR EXPENSES</b>							187	\$19,414.00
<b>OTHER DIRECT EXPENSES</b>	<b>COST/UNIT</b>							
Mileage (# of miles) (current state rate)	\$0.545	1000						\$545.00
<b>SUBTOTAL DIRECT EXPENSES</b>								\$545.00

<b>SUMMARY</b>	
TOTAL COSTS FOR KUO ONLY	\$19,414.00
OTHER DIRECT EXPENSES FOR KUO ONLY	\$545.00
<b>GRAND TOTAL</b>	<b>\$19,959.00</b>



Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Traffic Engineers, Inc.

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>FEASIBILITY STUDIES - FC 110</b>									
<b>ROUTE &amp; DESIGN STUDIES</b>									
DATA COLLECTION & FIELD RECONNAISSANCE	8			16	40		64	N/A	N/A
HOURS SUB-TOTALS	8	0	0	16	40	0	64		
CONTRACT RATE PER HOUR	\$188.76	\$157.30	\$133.10	\$111.32	\$84.70	\$70.00			
TOTAL LABOR COSTS	\$1,510.08	\$0.00	\$0.00	\$1,781.12	\$3,388.00	\$0.00	\$6,679.20		
% DISTRIBUTION OF STAFFING	12.5%	0.0%	0.0%	25.0%	62.5%	0.0%			
<b>SUBTOTAL - FC 110</b>							<b>\$6,679.20</b>		

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>SOCIAL/ECON/ENVIRON STUDIES - FC 120</b>									
<b>ENVIRONMENTAL STUDIES &amp; PUBLIC INVOLVEMENT</b>									
INFORMAL MEETINGS WITH PUBLIC, OTHER AGENCIES, STAKEHOLDERS	8	8					16	N/A	N/A
HOURS SUB-TOTALS	8	8	0	0	0	0	16	0	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$188.76	\$157.30	\$133.10	\$111.32	\$84.70	\$70.00			
TOTAL LABOR COSTS	\$1,510.08	\$1,258.40	\$0.00	\$0.00	\$0.00	\$0.00	\$2,768.48		
% DISTRIBUTION OF STAFFING	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%			
<b>SUBTOTAL - FC 120</b>							<b>\$2,768.48</b>		

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>ROADWAY DESIGN - FC 160</b>									
<b>ROADWAY DESIGN CONTROLS</b>									
REFINE SCHEMATIC, IF APPLICABLE	16		24	28			68	N/A	N/A
HOURS SUB-TOTALS	16	0	24	28	0	0	68	0	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$188.76	\$157.30	\$133.10	\$111.32	\$84.70	\$70.00			
TOTAL LABOR COSTS	\$3,020.16	\$0.00	\$3,194.40	\$3,116.96	\$0.00	\$0.00	\$9,331.52		
% DISTRIBUTION OF STAFFING	23.53%	0.00%	35.29%	41.18%	0.00%	0.00%			
<b>SUBTOTAL - FC 160</b>							<b>\$9,331.52</b>		

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
<b>ROADWAY DESIGN - FC 162</b>									
<b>SIGNING, PVMT. MARKING, &amp; SIGNAL</b>									
TRAFFIC SIGNALS PLANS (TEMPORARY) AT NAVIGATION/RUNNELS/JENSEN	4	8	12	40			64		
HOURS SUB-TOTALS	4	8	12	40	0	0	64	0	
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$188.76	\$157.30	\$133.10	\$111.32	\$84.70	\$70.00			
TOTAL LABOR COSTS	\$755.04	\$1,258.40	\$1,597.20	\$4,452.80	\$0.00	\$0.00	\$8,063.44		
% DISTRIBUTION OF STAFFING	6.25%	12.50%	18.75%	62.50%	0.00%	0.00%			
<b>SUBTOTAL - FC 162</b>							<b>\$8,063.44</b>		

Project: Navigation Blvd @ Jensen Dr/Runnels St-Intersection Reconstruction  
CSJ: 0912-72-386

Exhibit D - Fee Schedule  
Method of Payment: Lump Sum  
Traffic Engineers, Inc.

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FEASIBILITY STUDIES - FC 110						64	\$6,679.20
SOCIAL/ECON/ENVIRON STUDIES - FC 120						16	\$2,768.48
ROADWAY DESIGN - FC 160						68	\$9,331.52
ROADWAY DESIGN - FC 162						64	\$8,063.44
<b>SUBTOTAL LABOR EXPENSES</b>						<b>212</b>	<b>\$26,842.64</b>
<b>SUMMARY</b>							
TOTAL COSTS FOR TEI ONLY							\$26,842.64
<b>GRAND TOTAL</b>							<b>\$26,842.64</b>

## **ATTACHMENT F**

### **Insurance for Designated Professional Services Contracts**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Risk Specialty Group, LLC 4801 Woodway Dr. Suite 300E Houston TX 77056		<b>CONTACT NAME:</b> Candi Carpenter <b>PHONE (A/C No. Ext):</b> 713-552-1900 <b>FAX (A/C No):</b> 713-513-5411 <b>E-MAIL ADDRESS:</b> ccarpenter@risksspecialtygroup.com	
<b>INSURED</b> Gauge Engineering, LLC 3200 Wilcrest, Suite 220 Houston TX 77042		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> RLI Insurance Company <b>INSURER B:</b> Liberty Insurance Underwriters <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 13056 19917	

## COVERAGES

CERTIFICATE NUMBER: 1337902139

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PSB0007801	7/18/2019	7/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PSB0007801	7/18/2019	7/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		PSE0003890	7/18/2019	7/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PSW0004352	7/18/2019	7/18/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (claims made)		AEXNYABN2H4002	7/18/2019	7/18/2020	Each Claim Aggregate 1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Navigation Blvd @ Jensen Dr/Runnels St - Intersection Reconstruction

The East End District and its employees, officers, officials, agents, and volunteers are included as additional insured with respects to General Liability and Automobile Liability and are provided with Waiver of Subrogation in their favor on General Liability, Automobile Liability and Workers Compensation as required by written contract

## CERTIFICATE HOLDER

## CANCELLATION

East End District  
 3211 Harrisburg Boulevard  
 Houston TX 77003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*David Pender*

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ACORD 25 (2016/03)

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**ATTACHMENT G**  
**Document and Information Exchange**

## ATTACHMENT G

### Computer Graphics Files for Document and Information Exchange

#### I. Project File Submission.

- a. Engineer shall submit project files through:
  1. Texas Department of Transportation (TxDOT) Dropbox Service, if possible, which is accessible at <https://ftp.dot.state.tx.us/dropbox>, or
  2. If the TxDOT Dropbox Service cannot be used, Engineer shall use one or more of the following media formatted: compact-discs (CD), digital versatile discs (DVD), universal serial bus (USB) flash drive, or any methods as directed by State.
- b. Engineer shall make certain all files and media submitted to State are virus-free.
- c. State will reject submissions that are not accompanied by a complete and accurate TxDOT Media Information Form.

#### II. General Project File Requirements.

- a. Compatibility with State Hardware and Software.
  1. General Requirements
    - A. Unless directed in writing by State's project manager, Engineer shall use only the software listed in Table 1, Approved Software, in performing the work that is the subject of this agreement.
    - B. Engineer shall make certain that all media, files and data formats are completely compatible with State's information resources. Engineer is responsible for requesting any additional information it deems necessary to ensure compatibility.

Table 1. Approved Software	
Software Type	Approved Software
Word Processing	Microsoft Word 2010
Spreadsheet	Microsoft Excel 2010
Database	Microsoft Access 2010
Computer-Aided Design and Drafting (CADD)	Bentley MicroStation V8i Bentley GEOPAK Suite V8i
Operating System	Microsoft Windows 7

2. Graphics File Requirements
  - A. Along with each graphics file submitted, Engineer shall submit plots generated from that file.
  - B. Using State's hardware and software, each graphics file must display as plotted and subsequently plot as displayed without conversion, translation, or additional manipulation.
  - C. Engineer shall not invoice State for any conversion or translation expenses incurred by the Engineer to achieve compatibility with State hardware and software.

#### III. MicroStation Graphics Files Requirements

- a. State will furnish, on its choice of media, the following:
  1. TxDOT File Examples
  2. TxDOT Plot File Examples
  3. Applicable TxDOT CAD File Naming Convention Guideline
- b. MicroStation Design File (DGN File) Characteristics

1. Unless authorized in writing by State, Engineer shall provide DGN files consistent with TxDOT standards including level use, font designations, line weight, and color criteria shown on the Planimetric / DTM table.
  2. Engineer shall promptly notify State's project manager of any compatibility problems that arise
- c. Project Design File Criteria.
1. Planimetric File.
    - A. Generally, the planimetric file is a product of stereo digitized aerial photography.
    - B. The planimetric file contains existing topographic and geographic features within the limits of the projected contract.
    - C. The planimetric file serves as a foundation for referencing and the development of the proposed improvements.
    - D. Unless authorized in writing by State, Engineer shall not modify the planimetric file.
  2. Master Design File or Schematic Layout.
    - A. The master design file or schematic layout consists of a graphical description of proposed improvements and contains graphic elements representing engineering alignments and proposed features.
    - B. Categories that can simultaneously reference identical coordinates of the planimetric include right of way maps, roadway design, bridge design, traffic signing, signals, striping and control plans, and project limits profiles.
  3. Sheet File.
    - A. Standard sheet format must be appropriate to the category of the design file it references.
    - B. The referenced design file must be displayed within a single sheet file and terminate by clip referencing to match lines contained in the design file.
    - C. The sheet file must contain all annotation appropriate to the design file application or category being referenced. Typical examples are text, dimensioning, ramp labeling, patterning, hatching, profile data.
- d. Graphics Media Requirements
- Any media delivered to State by Engineer shall include documentation of the following:
- A. Media directory listing
  - B. Symbolology, weight, style, and color standards for design elements
  - C. Level menu showing level use consistent with State's standards
  - D. Font characteristics and pen tables consistent with State's standards.
  - E. Completed Media Information Form (see pages 4-9)
  - F. CAD File Naming Convention Guidelines for State's District or Division in which the work is to be performed.
- e. Minimum MicroStation Graphics File Requirements.
- At a minimum requirement, the DGN files shall be comprised of elements defined with the following graphic entities and attributes.
- A. Required Graphic Entities.
    - Line - 2 connected points that form a single entity
    - Line Strings – a series of connected points that form a single entity

Polygon – a series of connected points that form a closed entity

Circle – the geometric definition of a circle (not a line string)

Arc – a segment of a circle (not a linestring or polygon)

Symbol – a group of graphic entities that form a single entity

Cell – a named, retrievable symbol

B. Required Entity Attributes.

Level – a drawing layer that can be selectively turned on or off

Line Weight – a line weight (width)

Line Style – a line symbology (dashed, dot-dash, etc.)

Color – a color code



**TEXAS DEPARTMENT OF TRANSPORTATION**  
**MEDIA INFORMATION FORM**

FIRM NAME \_\_\_\_\_

FIRM CONTACT \_\_\_\_\_ PHONE NO \_\_\_\_\_

STATE CONTACT \_\_\_\_\_

MEDIA OPERATING SYSTEMS \_\_\_\_\_

MEDIA FORMAT \_\_\_\_\_

LIMITS \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

CSJ NO. \_\_\_\_\_ HIGHWAY NO. \_\_\_\_\_

THE FILES HAVE BEEN SCANNED

FOR VIRUSES AND ARE VIRUS FREE: \_\_\_\_\_

(NAME)

(EXAMPLE FOR THE MEDIA LABEL: THE FILES LISTED ON THIS FORM THAT ARE ON 2  
OR MORE MEDIA MUST BE LABELED WITH THE CSJ NO. 0999-99-9999 AND  
NUMBERING SYSTEM OF 1 OF 2, 2 OF 2.)

MEDIA LABEL \_\_\_\_\_ OF \_\_\_\_\_

---

TO BE COMPLETED BY THE STATE.

INDEX NUMBER: \_\_\_\_\_ DATE RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

DELIVERED BY: \_\_\_\_\_

VERIFIED VIRUS FREE: \_\_\_\_\_ DATE: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

---

**DRAWING INDEX**

CSJ NO. \_\_\_\_\_

HIGHWAY NO. \_\_\_\_\_

MEDIA LABEL \_\_\_\_\_ OF \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

DESIGN FILE NAME	DESCRIPTION/STATION LIMITS	SIZE	SHEET	REFERENCE
102ral01.dgn	Alignment File			

**LEVEL STRUCTURE**

CSJ NO.	DRAWING TITLE	HIGHWAY
	<b>ROADWAY PLAN AND PROFILE</b>	

DESIGN FILE NAME	STATION LIMITS	SHEET NO
<b>RPP09.DGN</b>	<b>1046+00 TO 1057+00</b>	<b>107</b>

RF	REFERENCE FILE NAME	REFERENCE DESCRIPTION
1	<b><u>ALIGN.DGN</u></b>	<i>HORIZONTAL ALIGNMENT FILE</i>
2	<i>BGEOM.DGN</i>	<i>BRIDGE GEOMETRY FILE</i>
3	<i>DTOPD.DGN</i>	<i>DESIGN TOPOGRAPHY</i>
4	<i>RGEOM.DGN</i>	<i>ROADWAY GEOMETRY FILE</i>
5	<i>PPSHT01.DGN</i>	<i>REF BORDER FOR ROAD PLAN AND PROFILE SHTS.</i>
6	<i>RDWYPRO.DGN</i>	<i>PROFILE</i>
<i>CELL LIBRARY:</i>		<i>XXX.CEL</i>
<i>PLOT CONFIG:</i>		<i>XXX.PLT</i>

**PLOTTING INFORMATION**

CSJ NO. \_\_\_\_\_ HIGHWAY NO. \_\_\_\_\_  
MEDIA LABEL \_\_\_\_\_ OF \_\_\_\_\_ ACCOUNT/CONTRACT NO. \_\_\_\_\_

**PLOTTING INSTRUCTIONS:**

COLOR TABLES

PEN TABLES

CELL LIBRARIES

PLAN SHEETS (DGN.FILES)

PARCEL SKETCHES (DGN FILES WITH DIFFERENT DESC)

**EXAMPLE DOCUMENTATION****AVAILABLE AT YOUR REQUEST**

- Cell Library
- Plotting Pen Tables
- Menus
- Seed Files

## Planimetric / DTM

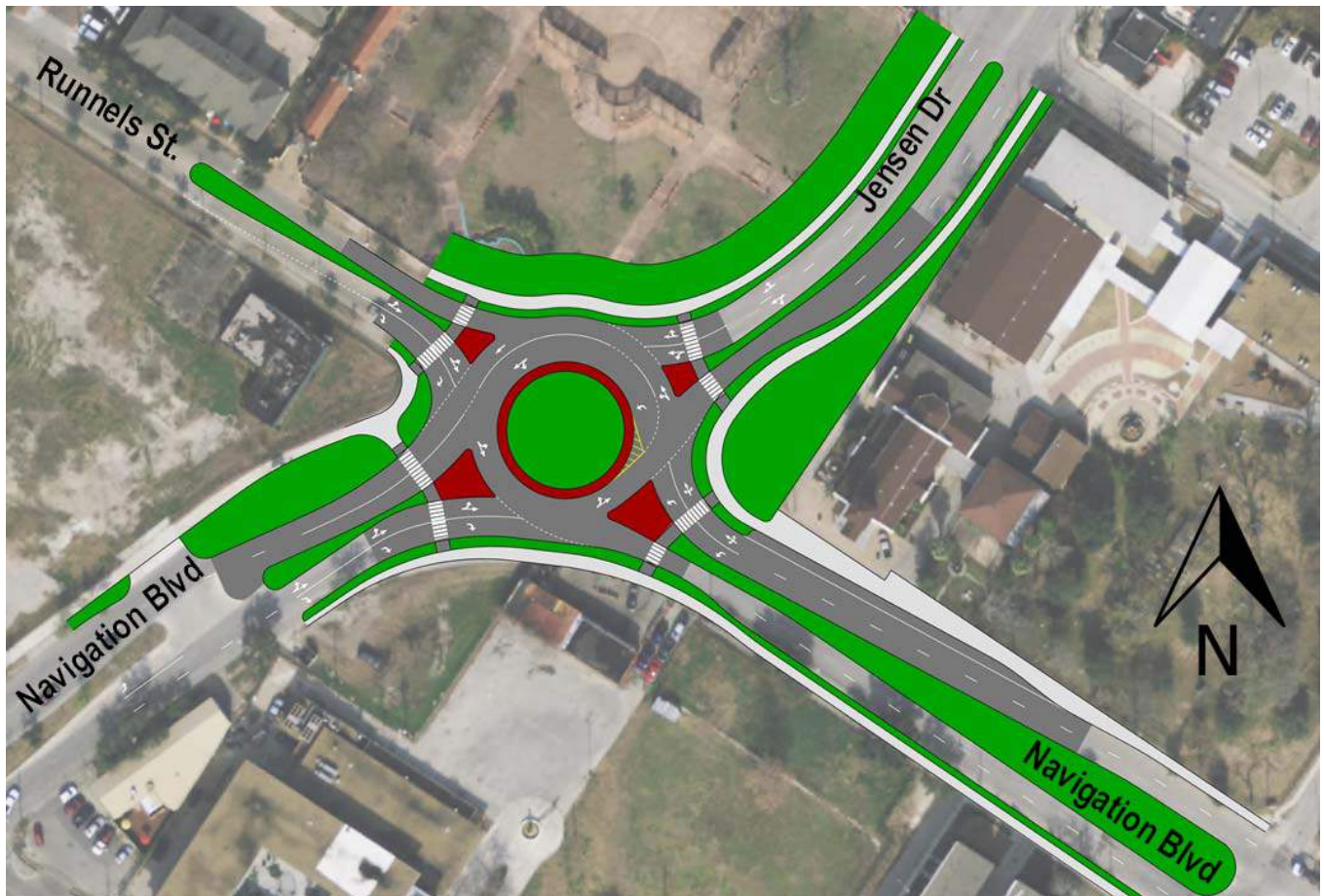
## File Level Menu

Photogrammetry Feature	DTM	Microstation V8 Name	Level
<b>Control</b>			
Horizontal Control, Principal Point	no	p_control ground ctrl	1
<b>Road</b>			
Paved Road , Curb	yes	p_road paved, curb	2
Dirt Road	yes	p_road dirt	3
Guard Rails	no	p_road guard rail	4
Guard Fences	no	p_road guard fence	5
Guard Posts	no	p_road guard post	7
Concrete Barrier	no	p_road conc barrier	6
Paint Stripe Solid and Dashed	yes	p_road paint stripe	62
Bridge End	yes	p_road bridge end	9
Cattle Guard	no	p_road cattle guard	16
Overhead Sign	no	p_road overhead sign	7
General Road Feature	no	p_road general feature	7
<b>Railroad</b>			
Railroad Track RR Controls	no	p_railroad rr control	10
<b>Drainage</b>			
Concrete Dam	yes	p_drainage conc dam	27
Concrete Drain	yes	p_drainage conc drain	28
Earthen Dam	yes	p_drainage earthen dam	26
Riprap	yes	p_drainage riprap	8
Culvert	yes	p_drainage culvert	9
Inlet	yes	p_drainage inlet	9
Water	yes	p_drainage water	25
Marsh	yes	p_drainage marsh	24
<b>Structure</b>			
Building	no	p_structure building	11
Ruin	no	p_structure ruins	12
Sidewalk	no	p_structure sidewalk	13
Slab	no	p_structure slab	14
Porch, Deck	no	p_structure porch	15
Stairs, Steps	no	p_structure stairs	16
Fence, Gate, Post	no	p_structure fence	17
Retaining Wall	no	p_structure ret wall	18
Wall	no	p_structure wall	18
Cemetery	no	p_structure cemetery	23
Billboard	no	p_structure billboard	21
Sign, Sign Pole, Sign Post	no	p_structure sign	21
Antenna, Cellular Tower, Satellite Dish	no	p_structure antenna	20
Windmill	no	p_structure windmill	23
Flag Pole	no	p_structure flag pole	20
Pipes	no	p_structure pipe	23
Tank	no	p_structure tank	23
Area Under Construction	no	p_structure constr area	12
General, AC Unit, Goal Large, Small Circle	no	p_structure general	23
Unidentified Feature	no	p_structure unidentified	23
<b>Utility</b>			
Fire Hydrant	no	p_utility fire hydrant	20

Manhole	no	p_utility manhole	20
Marker, Meter, Valve	no	p_utility marker	20
Transmission Tower, transmission Line	no	p_utility trans tower	20
Pipeline	no	p_utility pipeline	22
General, Pole, Pole LP, TFP, LP			
Traffic Light, Gas Light	no	p_utility general pole	20
<b>Vegetation</b>			
Woods	no	p_veg woods	29
Tree	no	p_veg tree	29
Tree Farm	no	p_veg tree farm	30
Tree Orchard	no	p_veg tree orchard	29
Palm	no	p_veg palm	29
<b>Digital Terrain Model (DTM)</b>			
Breakline	yes	p_dtm breakline	40
General Breakline	yes	p_dtm general breakline	53
Retaining Wall Breakline	yes	p_dtm retaining wall	48
Sidewalk Breakline	yes	p_dtm sidewalk	43
Mass Points	yes	p_dtm mass points	38
Water Obscured	yes	p_dtm water obscured	45
Obscured Area	yes	p_dtm obscured area	41
Pit and Fill Area	yes	p_dtm pit or fill area	24
Stock Pile	yes	p_dtm stock pile	19

**ATTACHMENT H**  
**Overview Map**

## Overview Map





## Certificate Of Completion

Envelope Id: 4E86E25B23D24EBEBE9058D20F81DE7F	Status: Completed
Subject: Please DocuSign: Consultant Contract Approval_Gauge and East End District 0912-72-386 Ezzell.do...	
Source Envelope:	
Document Pages: 89	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Heather M Town
Time Zone: (UTC-06:00) Central Time (US & Canada)	125 E. 11th Street
	Austin, TX 78701
	Heather.Mitchell@txdot.gov
	IP Address: 73.232.102.230

## Record Tracking

Status: Original	Holder: Heather M Town	Location: DocuSign
5/5/2020 6:43:27 AM	Heather.Mitchell@txdot.gov	

## Signer Events

Signature	Timestamp
<p>DocuSigned by:</p> <p><i>Mark Patterson</i></p> <p>F4BE6AED4B6740E...</p>	<p>Sent: 5/5/2020 6:45:03 AM</p> <p>Viewed: 5/6/2020 11:29:25 AM</p> <p>Signed: 5/6/2020 11:30:04 AM</p>
<p>Mark Patterson</p> <p>Mark.Patterson@txdot.gov</p> <p>Dir III</p> <p>TxDOT</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 73.6.206.24</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Heather M Town  
heather.mitchell@txdot.gov  
Texas Department of Transportation  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 5/5/2020 6:45:03 AM  
Resent: 5/6/2020 11:30:07 AM

Mohammed Zubair  
Mohammed.Zubair@txdot.gov  
Transportation Engineer  
TxDOT  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/5/2020 6:45:03 AM  
Viewed: 5/5/2020 6:45:26 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

## Witness Events

## Signature

## Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2020 6:45:03 AM
Certified Delivered	Security Checked	5/6/2020 11:29:26 AM
Signing Complete	Security Checked	5/6/2020 11:30:04 AM
Completed	Security Checked	5/6/2020 11:30:04 AM
Payment Events	Status	Timestamps

**Item #10**

**Interlocal Agreement with Harris County toward East End Bike Plan**



**ADRIAN  
GARCIA**  
COMMISSIONER

## Partnership Project Request Form

Requesting Agency Information	
<b>Requesting Agency</b>	East End District
Requesting Agency POC	
<b>First Name</b>	Veronica
<b>Last Name</b>	Chapa Gorczynski
<b>Title</b>	President
<b>Phone Number</b>	713-928-9916
<b>Email Address</b>	<a href="mailto:veronica@eastenddistrict.com">veronica@eastenddistrict.com</a>
<b>Physical Address</b>	3211 Harrisburg Blvd., Houston, Texas 77003

Request Summary	
<b>Project Type (Circle One)</b>	Street, Drainage, Sidewalk, Traffic Improvements, Parks, <b>Planning Studies</b> , Others
<b>Estimated Project Cost</b>	\$150,000
<b>Funding Commitment by Requesting Entity</b>	\$75,000
<b>Funding Requested From Precinct 2</b>	\$75,000
<b>Alternative Requests from Precinct 2 other than funding</b>	
<b>Other Funding Source/Funding Partners</b>	
<b>Proposed Project Start Date</b>	September 2020

Project Information Data
<b>A. Project Description</b>
<p>To accelerate the East End District becoming a leader as a healthy, active, bike-friendly community by developing a plan that defines a high-comfort Bikeway Network, attractive to people of all ages and abilities. The neighborhoods that make up the East End have traditionally had a high rate of walking, biking and transit use. Investments in new sidewalks and trails, and the expansion of the light rail system have enhanced people's mobility choices. Now represents an optimal time to set a path to improve the overall bikeway network.</p> <p>The District is diverse, with a range of socio-economic, infrastructure and health conditions. This plan will equitably address the entire District to provide safe, healthy, active transportation choices that expand access to opportunities for the community.</p> <p>The plan will develop recommendations at several levels. It will define projects that create a base network that can be implemented quickly (e.g. a network that could be implemented in the next three years) to provide a well-connected system supporting a broad range of trips and users. It will set a vision for a comprehensive network and define several transformative projects for the District. Projects will be developed to a level of detail to support East End in funding</p>

implementation through grants and partnerships. The Plan will define supporting policies and programs to support the East End as a bike-friendly community.

The plan will support a healthier community by providing safe, comfortable bikeway facilities that attract more people to ride. The plan will prioritize projects that improve access to opportunities including important destinations such as jobs, schools, parks, services, and entertainment that bring people together. The plan will define connections to adjacent destinations such as Downtown, EaDo/BBVA Stadium, the University of Houston and Texas Southern University, considering the impact of the North Houston Highway Improvement Project.

The plan will be developed through an inclusive engagement process reflecting the diversity of the East End. Stakeholders should represent local residents, the business community, local schools and other members of the community who would benefit from a robust bikeway network. (Full Project Scope Attached)

### ***B. Funding Commitment and Agency Priority***

### ***C. Master Plan Element***

The plan will establish an existing conditions baseline for the East End community including who lives, works and visits the area, how people move around, and the conditions that support safe, comfortable bicycling in the study area. These will be used to develop an approach and initial set of opportunities to create a bike-friendly East End.

**Existing Conditions** for the study area will include:

- Existing socioeconomic and demographic data broken out by appropriate geographical division (e.g., block group, census tract)
  - Age, gender, & race
  - Household size & income
  - Educational attainment
  - Population and job density
- Relevant maps and tables summarizing mobility data and trends for the study area
  - A map of current 24-hour traffic volumes on thoroughfares, collectors and existing bikeways in the study area by segment. Coordinate with City of Houston to provide current counts for any segment that is not available on the City's GIMS website.
  - Travel and commuting mode share
  - Travel trip distances
  - Journey to work data
  - Priority destinations in the study area including schools, parks, service centers, healthcare clinics, major employment, retail centers, and other destinations likely to attract significant numbers of bicycle trips
  - Overall travel behavior trends
  - Existing transit routes and stops with stops boarding and alighting data
- A map of overall crash locations for the past 5 years (2013-2017) including:
  - Heat map of high crash locations with crash rates calculated for 10 highest crash locations
  - Location of all pedestrian and bicycle crashes

- Location of all crashes resulting in a fatality or severe injury
- An existing bikeway facility map with facilities classified based on level of comfort consistent with the approach used in the Houston Bike Plan and categorization of the facilities compared to guidelines in the City of Houston Infrastructure Design Manual and NACTO's Designing for All Ages & Abilities Bikeway Guide
- A map of existing Houston Bike Share stations including data on trip starts and destinations
- A collective set of bikeway recommendations from existing area plans including but not limited to:
  - Houston Bike Plan
  - East End Mobility Plan
  - Buffalo Bayou East Sector Plan
  - Houston Parks Board Beyond the Bayous Plan
  - Two East End Livable Centers Studies (East End and East End-BBP-Fifth Ward)
  - Other plans identified and provided by the East End Management District
- Existing City of Houston CIP, TIRZ, METRO or TxDOT projects planned in the next 5 years. This should include the North Houston Highway Improvement Project which will significantly impact access to/from the East End study area.
- Existing health outcomes in the East End based on sources such as the Health of Houston Survey. Coordination with the City of Houston Health Department and the Harris County Public Health department will support the collection of this data. Identification of relevant health-related strategies that have been defined in existing studies will be highlighted as it relates to the built environment and programs specific to active transportation.

#### ***D. Flooding Threat/Safety/ Traffic Improvement***

The plan will support a healthier community by providing safe, comfortable bikeway facilities that attract more people to ride. The plan will prioritize projects that improve access to opportunities including important destinations such as jobs, schools, parks, services, and entertainment that bring people together. The plan will define connections to adjacent destinations such as Downtown, EaDo/BBVA Stadium, the University of Houston and Texas Southern University, considering the impact of the North Houston Highway Improvement Project.

#### ***E. Level of Protection/Level of Service/ Connectivity***

The plan will develop recommendations at several levels. It will define projects that create a base network that can be implemented quickly (e.g. a network that could be implemented in the next three years) to provide a well-connected system supporting a broad range of trips and users. It will set a vision for a comprehensive network and define several transformative projects for the District. Projects will be developed to a level of detail to support East End in funding implementation through grants and partnerships. The Plan will define supporting policies and programs to support the East End as a bike-friendly community.

#### ***F. Area Benefited***

See included District boundary map

#### ***G. Ancillary Benefit***

A base network of East End bikeways provides not only adds to the East End's network of multi-modal transportation options, but provides a safe mechanism for alternative transit commuters, promotes health and wellness in the community, and allows for ground-level exploration of one of Houston's oldest communities.

#### ***H. Level of Partner Participation***

N/A

***I. Operations and Maintenance Cost to Harris County***

N/A

Signature of the Applicant/Applicants Agent:



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Name and Title:

Veronica Chapa Gorczynski, President, East End District

Date:

February 7, 2020



## **Building a High-Comfort Bikeway Network for a Healthy, Diverse, and Accessible East End District**

### **Objective**

To accelerate the East End District becoming a leader as a healthy, active, bike-friendly community by developing a plan that defines a high-comfort Bikeway Network, attractive to people of all ages and abilities.

The neighborhoods that make up the East End have traditionally had a high rate of walking, biking and transit use. Investments in new sidewalks and trails, and the expansion of the light rail system have enhanced people's mobility choices. Now represents an optimal time to set a path to improve the overall bikeway network.

The District is diverse, with a range of socio-economic, infrastructure and health conditions. This plan will equitably address the entire District to provide safe, healthy, active transportation choices that expand access to opportunities for the community.

The plan will develop recommendations at several levels. It will define projects that create a base network that can be implemented quickly (e.g. a network that could be implemented in the next three years) to provide a well-connected system supporting a broad range of trips and users. It will set a vision for a comprehensive network and define several transformative projects for the District. Projects will be developed to a level of detail to support East End in funding implementation through grants and partnerships. The Plan will define supporting policies and programs to support the East End as a bike-friendly community.

The plan will support a healthier community by providing safe, comfortable bikeway facilities that attract more people to ride. The plan will prioritize projects that improve access to opportunities including important destinations such as jobs, schools, parks, services, and entertainment that bring people together. The plan will define connections to adjacent destinations such as Downtown, EaDo/BBVA Stadium, the University of Houston and Texas Southern University, considering the impact of the North Houston Highway Improvement Project.

The plan will be developed through an inclusive engagement process reflecting the diversity of the East End. Stakeholders should represent local residents, the business community, local schools and other members of the community who would benefit from a robust bikeway network.

### **Study Area**

The boundaries of the East End District are assumed to be the study area for the plan and are shown on the Map in Figure 1. The District is approximately bounded by Clinton Drive on the North, IH 610 on the east, IH 45 and Telephone Road on the south and IH 69 and the Union Pacific Railroad on the west.

While not specifically in the study area, the plan should also address connections to major destination that are proximate to the District including, Downtown, University of Houston, Texas Southern University, East Downtown and Fifth Ward.

## Study Approach

### Task 1) Existing Conditions and Opportunities

The plan will establish an existing conditions baseline for the East End community including who lives, works and visits the area, how people move around, and the conditions that support safe, comfortable bicycling in the study area. These will be used to develop an approach and initial set of opportunities to create a bike-friendly East End.

**Existing Conditions** for the study area will include:

- Existing socioeconomic and demographic data broken out by appropriate geographical division (e.g., block group, census tract)
  - Age, gender, & race
  - Household size & income
  - Educational attainment
  - Population and job density
- Relevant maps and tables summarizing mobility data and trends for the study area
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  - Travel trip distances
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- A map of overall crash locations for the past 5 years (2013-2017) including:
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  - Location of all pedestrian and bicycle crashes
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- An existing bikeway facility map with facilities classified based on level of comfort consistent with the approach used in the Houston Bike Plan and categorization of the facilities compared to guidelines in the City of Houston Infrastructure Design Manual and NACTO's Designing for All Ages & Abilities Bikeway Guide
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  - Houston Parks Board Beyond the Bayous Plan
  - Two East End Livable Centers Studies (East End and East End-BBP-Fifth Ward)

- Other plans identified and provided by the East End Management District
- Existing City of Houston CIP, TIRZ, METRO or TxDOT projects planned in the next 5 years. This should include the North Houston Highway Improvement Project which will significantly impact access to/from the East End study area.
- Existing health outcomes in the East End based on sources such as the Health of Houston Survey. Coordination with the City of Houston Health Department and the Harris County Public Health department will support the collection of this data. Identification of relevant health-related strategies that have been defined in existing studies will be highlighted as it relates to the built environment and programs specific to active transportation.

The above maps and figures will be analyzed, and insights will be compiled into a technical memo describing the current state of bicycling in the East End study area and opportunities and gaps to the development of a high-comfort bikeway network.

### **Opportunity Development**

The insights from the development of Existing Conditions and the input from the community through the public meeting and online tool will be used to identify priority corridors in terms a general bikeway desire lines (not necessarily specific streets at this point) connecting key destinations that would form a comprehensive network for people bicycling in the East End. This will also include connections to key destinations outside the East End and the overall citywide bikeway and trail network. Potential benefits for the implementation of a bikeway network will be identified, including health outcomes, access to opportunity and safety.

#### **Task 1 Public Engagement:**

- Coordinate with East End District on the creation of a Community Advisory Group (CAG) representative of stakeholders in the East End. Two CAG (2) meetings are proposed.
  - Kickoff meeting to introduce project
  - Planning meeting to share existing conditions and collect input on opportunities
- One (1) public meeting focused on collecting feedback on important destinations, desired routes and corridors and other priorities for the plan.
- Development of an online tool to allow community members to identify priority destinations and desired bikeway routes for the East End Study Area. The tool will be available through the East End District website.

#### **Task 1 Deliverables:**

- A technical memo summarizing:
  - Existing socioeconomic, demographic, and health conditions including goals to address health-related statistics in the East End
  - Summary of mobility conditions in the East End
  - Existing conditions for bicycling
  - Summary of public input in priority bikeway corridors and destinations
  - General approach for the development of a high-comfort bikeway network including a bikeway facility toolbox
  - Priority corridors to form a comprehensive bikeway network

- Summary of potential bikeway network benefits

## **Task 2) Concept Plan**

Based on the insights and opportunities identified in Task 1, a Concept Plan for a high-comfort bikeway network will be developed for the East End study area. The Concept Plan will include:

- A bikeway map identifying existing high-comfort bike routes, proposed “rapid implementation”, high-comfort bike routes that can be implemented in the near term (e.g., next three years with limited capital expenses) and longer-term vision projects that create a comprehensive bikeway network.
- Rapid Implementation corridor project profiles including:
  - Recommendations for proposed bikeway facility types and visualizations of typical street cross-sections
  - Well-defined origins and destinations that connect to and build on the existing bikeway network and other proposed projects
  - Planning level cost estimates
- Visionary project corridor project profiles for projects (up to 5 projects) that would greatly benefit the East End’s bikeway network but would be outside likely available resources or take longer than 3-5 years to implement. This may include projects that require new bridges over Buffalo Bayou or substantial street reconstruction and projects that are dependent on a future related project to be viable. The five project profiles would include:
  - Recommendations for proposed bikeway facility types
  - Well-defined origins and destinations that connect to and build on the existing bikeway network and other proposed projects
  - Planning level cost estimates
  - Project renderings to support the development of community support and funding competitiveness
- Recommended programs or policies that would support active transportation and healthy communities.
- Recommended programs or policies that would support increased access and utilization of the bikeway network such as bike share or bike parking locations.

## **Task 2 Public Engagement:**

- Two (2) CAG meetings
  - Concept Plan development
  - Project review and prioritization
- One (1) public meeting focused on collecting feedback on recommendations in the concept plan and prioritization of project implementation.

## **Task 2 Deliverables:**

- East End Bikeway Network Concept Plan
  - East End Bikeway Map
  - Corridor Project Profiles including facility type, proposed street cross-section and planning level cost estimates for:

- Rapid Implementation Network
- Vision Corridor Projects (Up to 5)
- Policy and program recommendations
- Summary of community input on Concept Plan
- Initial corridor prioritizations

### **Task 3) Implementation and Final Plan Development**

Develop implementation approach for the East End Bikeway Network Concept Plan including:

- Final bikeway map and project corridor profiles
- Project prioritization
- Cost estimates
- Policies and programmatic recommendations
- Implementation strategies, funding opportunities, and potential partners.
- Summary of plan benefits on mobility, health, equity and economic development outcomes to support benefit cost measurements of plan implementation

The plan will be developed to support funding opportunities such as grant applications and partnerships.

#### **Draft and Final East End Bikeway Plan**

TEI will put together a Draft Final Report that will summarize the work performed during the planning process that includes all deliverables identified in this scope of work. This will be reviewed by the East End District and other relevant stakeholder.

TEI will review and address comments in line with this scope. A Final report will be developed and provided the East End District in PDF format.

#### **Task 3 Public Engagement:**

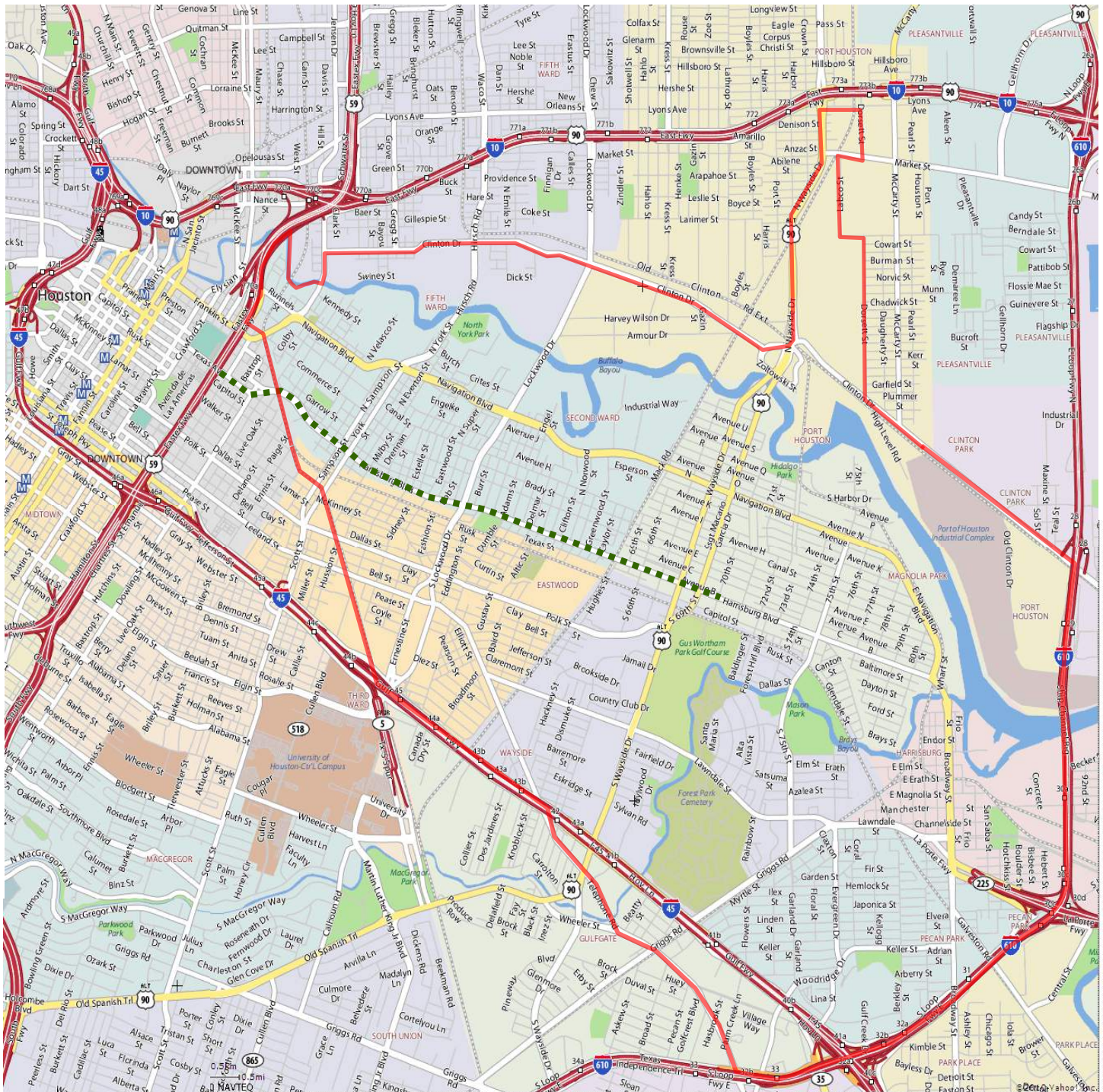
- One (1) CAG meetings to present Draft East End Bikeway Plan
- One (1) public meeting to present Draft East End Bikeway Plan
- Coordination meetings will be held with potential partners such as City of Houston, Harris County, TIRZ 16, and METRO to define potential opportunities.

#### **Task 3 Deliverables:**

- Draft East End Bikeway Plan document summarizing Existing Conditions, Concept Plan, and Implementation Strategies
- Final East End Bikeway Plan document



## District Boundary Map



- East End District Boundary
- - - - East End METRO Light Rail Line  
(Completed October 2013)

### General Boundaries

\* The District is 16 square miles east of Downtown Houston.

North: Clinton Drive  
 East: 610 Loop  
 South: Telephone Road to I-45 Gulf Freeway  
 West: Houston Belt and Terminal Railroad to U.S. 59 North

## **JOINT PARTICIPATION INTERLOCAL AGREEMENT**

This Joint Participation Interlocal Agreement (“Agreement”) is entered into by and between **Harris County** (“County”) and **East End District** (“District”) pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ch. 791.001, *et seq.* County and District may each be referred to herein individually as a “Party” or collectively as the (“Parties”).

### **RECITALS**

WHEREAS, it is of mutual benefit to both Parties to conduct a study report of bike trails in and around East End District (“Project”);

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the completion of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

### **TERMS**

#### **Section 1. Responsibilities of the Parties**

##### **A. County’s Responsibilities**

- (i) The County will provide or cause to be provided, engineering services and related support services necessary to prepare a study report for the completion of the Project.
- (ii) The County shall be responsible for obtaining all necessary permits and jurisdictional approvals for completion of the Project.
- (iii) The County will provide an invoice to the District for their cost share percentage for completion of the Project in accordance with Section 2 of this Agreement.
- (iv) The County agrees to complete the Project within eighteen (18) months of the Effective Date (defined below). Upon completion of the study report the County will submit the study report to the District for review and approval.

##### **B. District’s Responsibilities**

- (i) District will review the study report provided by the County and provide its approval within ten (10) business days. Should the District desire to make changes to such study report, the Parties agree to meet and resolve all issues within ten (10) business days of the District’s receipt of the study report in order to finalize an agreed upon study report for the Project. If the District does not provide a response on the study report provided by the County within



ten (10) business days from its receipt of the study report, then the study report submitted to the District by the County will be deemed approved.

## **Section 2. Funding of the Project**

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

- A. The County agrees to provide (50%) of the engineering cost, not to exceed \$75,000, for the completion of the Project and the District agrees to provide (50%) of the engineering cost in the amount of \$75,000 ("District Funding Share") necessary for the completion of the Project.
- B. County will invoice District for the District Funding Share after Commissioners Court approves the professional services agreement for the study report and all Parties execute this Agreement.
- C. The District agrees to provide payment of the District Funding Share to the County within thirty (30) days of receipt of the invoice.
- D. The County agrees that in the event it is unable to perform the Project at a cost that does not exceed the total to be paid by each Party as set forth in Section 2.A. above, the County will provide notice of such event to the District. At that time, either Party may choose to terminate this Agreement or the Parties may mutually agree in writing how the additional funding of the Project will be paid.

## **Section 3. Term and Termination**

- A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of the Project or the County's receipt of all payments due from the District under this Agreement, whichever occurs later ("Term").
- B. This Agreement may be terminated by the County before award of the professional services agreement and at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

## **Section 4. Limitation of Appropriation**

- A. District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.
- B. District understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

## **Section 5. Miscellaneous**

- A. **Non-Assignability.** The County and the District bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the District shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party



- B. Notice. Any notice required to be given under this Agreement (“Notice”) shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the District at the following addresses:

District: Patrick Ezzell  
 East End District  
 3211 Harrisburg Boulevard  
 Houston, Texas 77003  
 713.928.9916  
[patrick@eastenddistrict.com](mailto:patrick@eastenddistrict.com)

Dan Joyce  
 East End District  
 3211 Harrisburg Boulevard  
 Houston, Texas 77003  
 713.928.9916  
[dan@eastenddistrict.com](mailto:dan@eastenddistrict.com)

County: Harris County Engineering Department  
 1001 Preston Avenue, 7<sup>th</sup> Floor  
 Houston, Texas 77002-1893  
 Attention: Contract Coordinator  
 Email: [weona.dean@eng.hctx.net](mailto:weona.dean@eng.hctx.net)

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days’ written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

- C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the District for any purpose. The District, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.
- D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the District for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner

whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.

- E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.
- F. No Personal Liability; No Waiver of Immunity.
  - (1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
  - (2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
  - (3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
- G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
- H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- I. Contract Construction.
  - (1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
  - (2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
  - (3) When terms are used in the singular or plural, the meaning shall apply to both.
  - (4) When either the male or female gender is used, the meaning shall apply to both.
- J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.
- K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

- L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.
- M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.
- N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.
- O. Warranty. By execution of this Agreement, the District warrants that the duties accorded to the District in this Agreement are within the powers and authority of the District.

**[EXECUTION PAGE FOLLOWS]**

**HARRIS COUNTY**

**EAST END DISTRICT**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

By: \_\_\_\_\_  
Veronica Chapa Gorczynski  
Executive Director

APPROVED AS TO FORM:

ATTEST

VINCE RYAN  
County Attorney

By: \_\_\_\_\_  
Secretary

By: Philip Berzins  
Philip Berzins  
Assistant County Attorney  
CAO File No.: 20GEN1581

## ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

### ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND EAST END DISTRICT TO CONDUCT A STUDY REPORT OF BIKE TRAILS IN AND AROUND EAST END DISTRICT IN HARRIS COUNTY PRECINCT 2

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

#### IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and East End District to conduct a study report of bike trails in and around East End District in Harris County Precinct 2.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

**Item #11**

**Weingarten Art Group on Cultural Arts Strategic Plan**  
*(Presentation)*

**Item #12**

**President's Report**