

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF BUNKER HILL VILLAGE, TEXAS
October 18, 2022 at 5:30 P.M.**

I. CALL TO ORDER

Mayor Robert Lord called the meeting to order at 5:31 p.m. on Zoom and in the Council Chambers of City Hall, 11977 Memorial Drive, Houston, Texas.

Those Present:

Mayor Robert Lord
Councilmember Susan Schwartz
Councilmember Keith Brown
Councilmember Eric Thode
Councilmember Laurie Rosenbaum
Councilmember Carl Moerer

Also in Attendance:

Karen Glynn, City Administrator
Steve Smith, Dir. of Public Works/Bldg. Official
Loren Smith, City Attorney
Jennifer Namie, Assistant to the City Secretary
Ray Schultz, MVPD, Chief of Police
Susan Grass, Finance Director
Mallory Pack, Administrative Assistant to the City Administrator

EXECUTIVE SESSION

THE CITY COUNCIL WILL CONVENE INTO CLOSED EXECUTIVE SESSION PURSUANT TO SECTION 551.074 OF THE TEXAS GOVERNMENT CODE TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, OR DUTIES OF THE CITY ADMINISTRATOR.

THE CITY COUNCIL WILL MEET IN CLOSED EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE TO CONSULT WITH THE CITY ATTORNEY REGARDING PENDING OR THREATENED LITIGATION.

Mayor Lord convened into closed executive session at 5:32 p.m.

Mayor Lord reconvened and called the regular meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Officer Larry Boggus led the Pledge of Allegiance.

III. CITIZEN COMMENTS

There were no citizen comments.

IV. MEMORIAL VILLAGES POLICE DEPARTMENT REPORT

- A. Update on Activities – Commander Eric Jones gave an update on activities including personnel, calls for service, and the 2022 Budget.
- Commander Jones reported that the Department is fully staffed and that there is even a waitlist for viable candidates.
 - The Department hosted a successful active shooter practice with the FBI.
 - The Automatic License Plate Reader (ALPR) System continues to be an effective tool to solve crimes and recover property.

V. VILLAGE FIRE DEPARTMENT REPORT

- A. Fire Commissioner Keith Brown provided a report on activities, staffing, calls for service, and response times.
- The ambulance that is scheduled to be replaced is out of service and being repaired.
 - The station windows and bay doors have been treated with film and will not need to be replaced. The roof of the Annex Building is being repaired to satisfy hurricane wind standards. The repairs will be at the cost of the contractor.
- B. Discussion and Direction to Establish a Contingency or Emergency Fund for the Village Fire Department.
- Fire Commissioner Brown suggested a future item to amend the current interlocal agreement which would define “inter-budget” and “intra-budget” transfers and put parameters and a specific voting scheme in place to authorize the transfers. Additionally, Commissioner Brown suggested a possible contingency fund with a cap that would require the Department to request direction and action by the cities.

VI. MAYOR’S REPORT

- A. CONSIDERATION AND POSSIBLE ACTION TO ADOPT ORDINANCE NUMBER 22-589, AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, EXTENDING A PUBLIC HEALTH EMERGENCY AND EXTENDING A STATE OF DISASTER DUE TO THE OUTBREAK OF COVID-19; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

An Ordinance Declaring an Emergency was approved by the City Council on March 24, 2020 and later extended. The proposed ordinance includes an additional extension through September 2022 and ensures that any support needed from other agencies would be available to the City.

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Moerer to adopt Ordinance No. 22-589 extending a Public Health Emergency and State of Disaster due to the outbreak of COVID-19. Councilmember Brown and Councilmember Thode abstained which is considered a “no” vote.

The motion carried 3 – 2

- B. Report on Activities and Upcoming Events
- Mayors Meeting – Mayors continue to coordinate a meeting date.
 - Upcoming City Hall “Open House” – October 19, 2022 – The event will display committees to increase public awareness, recruit new volunteers, and showcase committee accomplishments. Parking is available across the street at the Church.
 - Holiday Reception Event – *December 13, 2022*
 - Twinkle Light Parade – *The annual community event will be held on Thursday, December 15, 2022.*

VII. CITY ADMINISTRATOR'S REPORT

Karen Glynn reported the following:

- A. Report on Activities and Upcoming Events
- Planning and Zoning Commission Meetings – The Planning and Zoning Commission met on September 27, 2022 to approve preliminary plats. The Commission will convene October 25, 2022 for further discussion and possible action to recommend the final plats to the Council. Staff expects these items to be presented to Council at the November 2022 meeting.
 - Zoning Board of Adjustments Meeting – The Board met on October 11, 2022 and approved a variance to the side yard setback for construction of a swimming pool. Members took their oath of office.
 - Update on Annual TML Conference – Karen Glynn thanked City Staff Steve Smith and Valerie Cantu, and Councilmembers Brown and Moerer for representing the City and attending the TML Conference.
 - Annual Villages Recycling Event – The event will be hosted at Hedwig City Hall on October 22, 2022.
 - Memorial Drive and Gessner Road Grant Application – The City has not received a response from H-GAC.
 - City Holiday Schedule – City Hall will be closed the following dates
 - Thanksgiving Holidays – *City Hall will be closed Wednesday, November 23 (beginning at noon) – Friday, November 25, 2022*
 - Christmas and New Year’s Holidays – *City Hall will be closed December 26 – December 30, 2022*
- B. Public Works Director - Report on Capital Projects
- Chapel Belle and Tamerlaine Reconstruction and Change Orders for Eaton Court Drainage and Memorial Sidewalk – A final project inspection was performed on Chapel Belle which illuminated items that require correction. The contractor is addressing the items. The pavement on Tamerlaine is in the process of being removed. The drainage pipe and inlet have been constructed on Eaton Court, and sidewalk replacement and roadway repair will be addressed soon. Staff is meeting this week with RPS and the contractor to establish the elevation for the new sidewalk at 11646 Memorial Drive.
 - Water Well No. 5, Sitework, Transmission Line, and Detention – The pump and motor are installed, and the piping is complete. A delayed motor control panel is expected to be installed this week if delivered on time. Permanent electric and gas service have been connected to the site. Phase I of the

transmission main is completed. Phase II includes the piping inside the Taylorcrest Water Plant - a connection fitting has been ordered and is expected to arrive soon to complete this project.

- Public Works and Emergency Operations Building – Construction on the new building has started.
- Verizon Cell Nodes – Staff is working with Verizon to relocate the tower on Williamsburg. Steve Smith met with Verizon last week and chose a new spot for the tower. The surrounding residents approved the placement of the tower and a Memorandum of Understanding will be distributed to them to sign confirming their approval of the new tower placement.
- Report on Proposal from American Tower Regarding the Cell Tower at City Hall – The City has met with the Technology Committee and has received a draft of the agreement. The City Attorney has approved the agreement.

C. Finance Director Report

- Status of Coronavirus Local Fiscal Recovery Funds – The City received the remaining approximately \$488,000 for a total of \$976,000.00. As budgeted in 2023, this money is planned for utility rehabilitation in the Utility Fund.
- Banking Contracts – The City is working to close its account at PNC Bank. As approved by the Council, the City opened an account at Independent Financial. Independent Financial will serve as the City’s secondary bank.
- CD Purchase – The City took advantage of prime interest rates for CD purchase. Independent Financial offered 3% on a three-month CD and 3.25% for a six-month. The City purchased one of each at a rate of \$250,000.00 each and is working toward more CD investments as interest rates increase.

VIII. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE MAYOR TO APPROVE RIGHT OF WAY USE AGREEMENTS – Karen Glynn, City Administrator

A. Taylorcrest Court Homeowners for Landscaping Improvements along Taylorcrest Court

The Taylorcrest Court fence and landscaping were a topic of discussion at the August and September City Council Meetings. The City of Bunker Hill Village utilized the existing right-of-way on Taylorcrest Court for the installation of drainage conveyance for the additional detention added at Bunker Hill Elementary School during the reconstruction of the school and site. As a result, the existing vegetation and several trees were removed. At the time of the removal, no irrigation system existed in the area.

At the September City Council Meeting, the Council agreed to present a Right-of-Way Use Agreement to the residents of Taylorcrest Court to outline costs, commitments and both short term and long-term responsibilities for the new fence and proposed plantings along Taylorcrest Court.

This approval would allow the Mayor to sign the agreement with a “not to exceed amount.” If any major changes were made to the agreement, it would come back before Council.

Councilmember Brown asked City Attorney, Loren Smith to change the language from “Memorandum of Understanding” to include binding language.

A motion was made by Councilmember Thode and seconded by Councilmember Schwartz to authorize the Mayor to negotiate the final terms not to exceed the existing agreed upon terms and approve the Right-of-Way Use Agreement with Taylorcrest Court.

The motion carried 5 – 0

B. Residents, The Theissen Family for a Little Free Library on Taylorcrest

The City of Bunker Hill Village was approached by Bunker Hill Resident, Taly Thiessen, to install and maintain a “Little Free Library” along Taylorcrest in front of 4 Huntington Park Court. The Theissen Family will be responsible for the installation, operation and maintenance of the Library.

A motion was made by Councilmember Brown and seconded by Councilmember Schwartz to approve a Right-of-Way Use Agreement with the Theissen Family to allow the Theissen Family to install and maintain a Little Free Library along Taylorcrest in front of 4 Huntington Park Court.

The motion carried 5 – 0

IX. CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 22-586 AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING SECTION 16-26; (1) – (5) OF ARTICLE II OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFORE A NEW SECTION 16-26, (1) – (5); ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR WATER AND SANITARY SEWER SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY – *Susan Grass, Finance Director*

Following adoption of the Fiscal Year Budget, the City Council sets the annual utility rates for Water and Wastewater Services. The 2023 Budget included a 6% rate increase for residential water and wastewater services, and an 8% rate increase for non-residential water and wastewater services. In addition, staff is proposing an irrigation rate to support and promote partnerships for landscaping and enhancements within the City.

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Thode to approve Ordinance No. 22-586, amending the Code of Ordinances for the City of Bunker Hill Village, Texas, by deleting Section 16-26; (1) – (5) of Article II of

Chapter 16 thereof and substituting therefore a new Section 16-26; (1) – (5); establishing rates to be charged by the City for water and sanitary sewer services; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

The motion carried 5 – 0

- X. CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 22-587 AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, BY DELETING SECTION 16-26 (5) OF ARTICLE II OF CHAPTER 16 THEREOF AND SUBSTITUTING THEREFORE A NEW SECTION 16-26 (5); ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR SOLID WASTE AND RECYCLING SERVICES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY – Susan Grass, Finance Director**

Following adoption of the Fiscal Year Budget, the City Council sets the annual rates for Solid Waste and Recycling Services. The 2023 Budget did not include a rate increase for solid waste and recycling services therefore, the existing rate of \$72.62 every two months will remain.

A motion was made by Councilmember Thode and seconded by Councilmember Brown to approve Ordinance No. 22-587, amending the Code of Ordinances for the City of Bunker Hill Village, Texas, by deleting Section 16-26 (5) of Article II of Chapter 16 thereof and substituting therefore a new Section 16-26 (5); establishing rates to be charged by the City for solid waste and recycling services; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; and providing for severability.

The motion carried 5 – 0

- XI. CONSIDERATION AND POSSIBLE ACTION REGARDING ORDINANCE NO. 22-588 OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING AMENDMENT NOS. 7 THROUGH 13 TO THE ORIGINAL BUDGET AS AMENDED OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FOR THE FISCAL YEAR 2022; PROVIDING DETAILED LINE ITEM INCREASES OR DECREASES; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT – Susan Grass, Finance Director**

City staff submitted for City Council consideration and approval a revised budget for Fiscal year 2022 based on year-end projections. Adopting a revised budget more accurately reflects the City's financial position at this time as well as ensures a more accurate depiction of the fund balance as used in the preparation and adoption of the Fiscal Year 2023 Budget.

Amendments 7 through 13 were presented. Amendments 7 through 13 compared the Fiscal Year 2022 Adopted Budget passed by City Council to the Fiscal Year 2022 year-end projections, including both revenues and expenditures/expenses, for all funds, in order to see the change from the budget. The adopted budget also included amendments 1 through 6 approved by City Council this year.

Amendments 7 through 13 also included recent discussions and actions on Capital Projects such as the Taylorcrest Court fence and landscaping and the Memorial/Briar Forest sidewalk planned for construction in the upcoming months.

A motion was made by Councilmember Brown and seconded by Councilmember Rosenbaum to approve Ordinance No. 22-588, adopting Amendment Nos. 7 through 13 of the original budget of the City of Bunker Hill Village, Texas, for fiscal year 2022.

The motion carried 5 – 0

XII. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE ADDITIONAL SERVICES FOR PGAL IN AN AMOUNT NOT TO EXCEED \$10,000.00 TO DESIGN EXTERIOR IMPROVEMENTS TO CITY HALL TO BE COORDINATED AND ADDED TO THE CONSTRUCTION CONTRACT FOR THE PUBLIC WORKS AND DISASTER OPERATIONS BUILDING – *Steve Smith, Director of Public Works/ Building Official*

In September 2021, Council approved the final design contract with PGAL Architects for the City's Public Works and Disaster Operations Building. During the 2023 Budget Process, City Council approved additional funds in Fiscal Year 2023 to evaluate and fund possible improvements to the exterior of City Hall. City Hall improvements will be coordinated with the construction of the Public Works and Disaster Operations Building.

A motion was made by Councilmember Brown and seconded by Councilmember Thode to approve additional services for PGAL in an amount not to exceed \$10,000.00 to design exterior improvements to City Hall to be coordinated and added to the contract for the Public Works and Disaster Operations Building.

The motion carried 5 – 0

XIII. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDERS WITH UNDERGROUND CONSTRUCTION SOLUTIONS FOR CONTRACT NO. 1 AND CONTRACT NO. 2 FOR THE TAYLORCREST WATERLINE AND PLANT CONNECTION – *Steve Smith, Director of Public Works/ Building Official*

- A. Change Order No. 2 to Contract No. 1 with Underground Construction Solutions for a Time Extension to the Contract for an Additional 37 Calendar Days and a Reduction to the Contract in an Amount of \$21,450.00

Contract No. 1, which included the construction of the Transmission Main along Taylorcrest, is complete. All of the quantities have been reconciled by the project engineer and the final quantities result in a \$21,450.00 savings from the contract amount. The lines were tested and found to meet design criteria. Underground Construction Solutions requested a 37-calendar day extension as a result of delays in obtaining other contract materials.

- B. Change Order No. 2 to Contract No. 2 with Underground Construction Solutions for a Time Extension to the Contract for an Additional 60 Calendar Days

Contract No. 2 included the connection of the Transmission Main to the Taylorcrest Water Plant inside the Plant Site. The contractor, Underground Solutions, requested a 60-calendar day-time extension due to supply chain delays.

A motion was made by Councilmember Thode and seconded by Councilmember Brown to authorize Change Orders with Underground Construction Solutions for Contract No. 1 and Contract No. 2.

The motion carried 5 – 0

XIV. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 3 TO THE CURRENT CONTRACT WITH ALSAY, INC. FOR A TIME EXTENSION TO THE CONTRACT FOR AN ADDITIONAL 60 CALENDAR DAYS – *Steve Smith, Director of Public Works/ Building Official*

Alsay, Inc., the contractor for the drilling and construction of Water Well No. 5, has been delayed in the completion of the water well due to supply chain issues with the Site Construction Contractor. The water well is complete and installed but electricity is unavailable to the motor as the contractor is awaiting the delivery and installation of the electrical motor control center. Alsay, Inc. requested a 60-calendar day time extension to the contract to see the project completion with the start-up of the new water well. This extension extends the contract time to January 1, 2023.

A motion was made by Councilmember Brown and seconded by Councilmember Rosenbaum to authorize Change Order No. 3 to the current contract with Alsay, Inc. for a time extension for an additional 60 calendar days.

The motion carried 5 – 0

XV. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 4 TO THE CONTRACT WITH MCDONALD MUNICIPAL & INDUSTRIAL FOR A TIME EXTENSION TO THE CONTRACT FOR SITE WORK FOR AN ADDITIONAL 60 CALENDAR DAYS – *Steve Smith, Director of Public Works/ Building Official*

The contractor for the construction of Water Well 5 Site Work, McDonald Municipal & Industrial, has been delayed in the completion of the Site Work as they are awaiting the delivery of an electrical motor control center. The project engineer and contractor have explored other sources for this equipment but delays in delivery appear to be industry-wide. All other components of the project have been installed and completed. This extension extends the contract time to January 1, 2023 to see the project completion with the start-up of the new water well.

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Brown to authorize Change Order No. 4 to the current contract with McDonald Municipal & Industrial for a time extension for an additional 60 days.

The motion carried 5 – 0

XVI. DISCUSSION AND DIRECTION ON PROPOSED BYLAWS FOR THE BHV, INC. A NON-PROFIT CORPORATION – *Loren Smith, City Attorney and Karen Glynn, City Administrator*

The concept of the City creating a Non-Profit Corporation to accept donations was discussed at the May 2022 Meeting. The Mayor was approached by residents who wanted the opportunity to donate to the City to thank our Public Works Staff for their help, especially during the winter storm. A Non-Profit Corporation would be a means to allow donations for various opportunities, in particular furnishings for the new Public Works and Disaster Operations Building. This item allows for input into the bylaws for the non-profit.

There was no action taken on this item. The Board of Directors will be responsible for approving the bylaws.

XVII. CONSENT AGENDA

“ALL MATTERS LISTED UNDER CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL NOT BE SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.”

- A. September 2022 Financials
- B. Minutes of the September 20, 2022, City Council Meeting
- C. MetroCity, LLC, Pay Estimate No. 7 in the amount of \$86,037.02 for work completed August 2022 for the Chapel Belle Reconstruction Project.
- D. Clark Condon Associates, Inc, Invoice No. 50003 in the amount of \$1,050.00 for landscape design services for Water Well No. 5 in September 2022.
- E. The Goodman Corporation, Invoice No. 9-2022-5 in the amount of \$310.00 for professional services rendered for September 2022 for Memorial Drive and Gessner Road Grant Application – TIP Call for Projects Funding Pursuit Assistance.
- F. Gauge Engineering, LLC, Invoice No. 1934 in the amount of \$31,149.87 for professional engineering services rendered July 2022 for the Memorial and Gessner Project.
- G. Chlorinator Maintenance Construction, Inc, Invoice No. 4487 in the amount of \$17,000.00 for Taylorcrest water well equipment installed July 2022.
- H. Neil Technical Services, Invoice No. 112364 in the amount of \$1,569.10 for Taylorcrest water well repair services performed in September 2022.
- I. Neil Technical Services, Invoice No. 113249 in the amount of \$420.00 for electrical work rendered September 2022.
- J. Kimley Horn, Invoice No. 067787100-0822 for professional traffic engineering services performed August 2022 in the amount of \$9,582.50.

A motion was made by Councilmember Thode and seconded by Councilmember Brown to approve the consent agenda.

The motion carried 5– 0

XVIII. ADJOURN

A motion was made by Councilmember Rosenbaum and seconded by Councilmember Brown to adjourn the meeting at 8:22 p.m.

The motion carried 5 - 0

Approved and accepted on November 15, 2022.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, City Administrator/Acting City Secretary

**MINUTES OF THE FINANCE AUDIT COMMITTEE
OF THE CITY OF BUNKER HILL VILLAGE, TEXAS
NOVEMBER 10, 2022 AT 8:00 A.M.**

Mayor Robert Lord called the meeting to order in the City Council Chambers of City Hall, 11977 Memorial Drive, Houston, Texas.

Present:

Mayor Robert Lord
Councilwoman Susan Schwartz
Karen Glynn, City Administrator
Susan Grass, Finance Director
Valley View Consulting

ANNUAL REVIEW OF POLICY

Susan Grass and Karen Glynn shared that they had asked the City's consultant, Valley View Consulting to review the City's Investment Policy.

Tim Pinon from Valley View stepped through the recommendation to add an addition person as an alternate as the investment officer.

The Committee unanimously approved the recommended policy. This policy will be presented to the City Council as a resolution at the November meeting.

REVIEW OF INVESTMENTS

The City has kept all funds in the City's Allegiance checking accounts and has utilized the City's Secondary Bank, Independent Financial to provide a more competitive interest rate. The City has just entered into two CDs in the amount of \$250,000 each. One for 90 days and the other for 180 days. The City is currently looking at two 6-month CDs. Texas CLASS investment pool is offering a competitive interest rate and staff would like to recommend a resolution to open an investment pool with Texas CLASS. The Committee concurred with the CDs and adding Texas CLASS as an investment option. Training and investment options will be added to the policy.

INTERIM AUDIT

The city will begin the interim audit on Nov 14, 2022. Committee discussed completing a Comprehensive Financial Audit Report for 2022. Committee and Staff recommends to Council an addendum to the 2022 Engagement Letter to add the Comprehensive Financial Audit Report which provides additional detail and history to the audit.

SUMMARY OF RECOMMENDATIONS

In summary, the Committee is recommending the following:

- Take the Revised Investment Policy to City Council for approval at the November Meeting.
- Take the Resolution with Texas Class for approval at the November Meeting.
- Take an Addendum to the Engagement Letter with Belt Harris Pechacek LLP.

The meeting was adjourned.

CHANGE ORDER NO. 2 & FINAL

October 18, 2022

Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Subject: Request for approval of rates on labor and/or materials and/or equipment.

Contractor: Underground Construction Solutions

Project: Construction of Taylorcrest Transmission Line
LEI Job No. 200-027, Contract No. 1

Original Contract Amount: \$570,650.00

Dear Mayor and City Council:

Your approval is requested for additional authorized work and for the following adjustment of unit bid price quantities, in order to determine the adjusted Final Contract amount.

<u>Description</u>	<u>Cost</u>
Original Contract Amount	\$570,650.00
Change Order No. 1	\$ 42,600.00
Change Order No. 2 and FINAL	\$ <u>(21,450.00)</u>
Final Contract Amount	\$591,800.00

Change Order No. 2 & FINAL
200-027, Contract No. 1

October 18, 2022
Page 2

Original Contract Time	75 Calendar Days
Extension of Time Change Order No. 2 & FINAL	<u>37</u> Calendar Days
Total Time with Extensions	112 Calendar Days

Except as setforth hereinbefore, no conditions or covenants of the Contract are changed and/or waived hereby.

SUBMITTED FOR APPROVAL:

ACCEPTED:

LANGFORD ENGINEERING, INC.

UNDERGROUND CONSTRUCTION SOLUTIONS

By: Jacob Floyd
Jacob Floyd, P.E.
Senior Project Manager

By: Juan C. Campa

Date 9/28/2022

Date 9/28/22

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: RETPIO

Date 10-18-2022

Langford Engineering, Inc.
1080 West Sam Houston Parkway North, Suite 200
Houston, Texas 77043

MONTHLY ESTIMATE NO. 3 & FINAL
200-027, Contract No. 1

Bunker Hill Village

Construction of Taylorcrest Transmission Line

30-Jul-22

Thru

19-Sep-22

Owner: City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Contractor: Underground Construction Solutions
5535 Memorial Drive #1212
Houston, Texas 77007

Contract Time: 75 Calendar Days Extensions: 37 Calendar Days

Total Time: 112 Calendar Days Time Used: 112 Calendar Days

Contract Dated: 31-Mar-2022

Work Order Dated: 30-May-2022

Completion Date: 19-Sep-2022 (Scheduled)
(Actual)

Percent Time Used: 100%

Percent Complete: 100%

Current Contract: \$591,800.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
Base Bid								
1.	Mobilization Not to Exceed 5% of Base Bid, Complete in Place	1	L.S.	1	0	1	\$ 20,000.00	\$20,000.00
2.	12" PVC (AWWA C900), DR 11 or HDPE, DIPS, Class 200 (SDR 11) Waterline, Open Cut, Augured Hole, or Directional Bore Construction, All Depths, Including Fittings and Turf/Asphalt Restoration, Complete in Place	4,260	L.F.	0	0	0	\$ 115.00	\$0.00
3.	12" Resilient Seat Gate Valve, (AWWA C-509), NSF61, IBBM, NRS, Counter-Clockwise Open, (M.J.), with Valve Box, Complete in Place	5	Ea.	3	0	3	\$ 3,600.00	\$10,800.00
4.	2" Air Release Valve (ARV), All Depths, Complete in Place	7	Ea.	5	0	5	\$ 1,500.00	\$7,500.00
5.	Wet Connection, Includes, but not Limited to Removing Existing Fittings, Cutting Existing Pipe, Transition Fittings, Thrust Blocking and Restraining Rods, Provisions for Maintaining Service to all Affected Meters, All Sizes Complete in Place	1	Ea.	0	1	1	\$ 1,500.00	\$1,500.00
6.	Trench Safety System for All Depths and Soil Types, Complete in Place	1,500	L.F.	1,500	0	1,500	\$ 1.00	\$1,500.00
7.	Extra Cement-Stabilized Sand Backfill, as Authorized by Engineer, Complete in Place	50	C.Y.	30	0	30	\$ 100.00	\$3,000.00
8.	Extra Bank-Sand Bedding and/or Backfill as Authorized by Engineer, Complete in Place	50	C.Y.	0	0	0	\$ 35.00	\$0.00
9.	Traffic Control Plan, as Directed by Engineer, Complete in Place	1	L.S.	1	0	1	\$ 15,000.00	\$15,000.00
10.	Extra Aggregate Bedding, as Authorized by Engineer, Complete in Place	50	C.Y.	0	0	0	\$ 50.00	\$0.00
11.	Extra 1.5-Inch H.M.A.C., Including 12" Flexible Base, as Authorized by Engineer, Complete in Place	50	S.Y.	0	0	0	\$ 100.00	\$0.00

Change Order No. 1

1.	12" PVC (AWWA C900/RJ Certa-Lok), DR 18, Class 200 Waterline, Open Cut or Directional Bore Construction, All Depths, Including Fittings and Turf/Asphalt Restoration, Complete in Place	4,260	L.F.	2040	2,220	4,260	\$	125.00	\$532,500.00
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Summary of Work to Date

Work Performed to Date	\$591,800.00
Less 0% Retainage	\$0.00
Net Amount Earned to Date	<u>\$591,800.00</u>
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	<u>\$0.00</u>
Subtotal Work Completed and Materials Stored	\$591,800.00
Less Previous Payments	<u>\$531,270.00</u>
AMOUNT DUE THIS ESTIMATE	\$60,530.00

Summary of Adjusted Contract

Original Contract Amount	\$570,650.00
Change Order No. 1	\$ 42,600.00
Change Order No. 2 & FINAL	<u>\$ (21,450.00)</u>
CURRENT CONTRACT AMOUNT	\$591,800.00

Note: There are no known disputes between the Contractor and Owner/Engineer Concerning the Quantities shown hereon

Recommended for Payment:

By: [Signature]
Langford Engineering, Inc.

Date: 9/28/2022

Accepted:

By: [Signature]
Underground Construction Solutions

Date: 9/28/22

Approved:

By: [Signature]
Bunker Hill Village

Date: 10-24-22

Distribution: Bunker Hill Village (1)
Underground Construction Solutions (1)
Langford Engineering, Inc. (1)

16-0000-9055

Construction of Taylorcrest Transmission Line

200-027 Contract #1

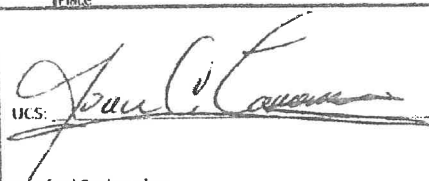
Underground Construction Solutions LLC
5555 Memorial Dr. #1222
Houston, TX 77007

Invoice/pay app No. 3-Final

9/19/2022

City of Bunker Hill Village
11977 Memorial Dr.
Houston, TX 77024

Item no.	Description	QTY	Units	Rate	Total Amount	Quantity this Estimate	Quantity to Date	Total to Date	% Complete
1	Mobilization Not to Exceed 5% of Base Bid, Complete in Place	1	LS	\$ 20,000.00	\$ 20,000.00	0	1	\$ 20,000.00	100%
2	12" PVC (AWWA C900), DR 11 o HDPE, DIPS, Class 200 (SDR 11) Waterline, Open Cut, Augured Hole, or Directional Bore Construction, All Depths, Including Fittings and Turf/Asphalt Restoration, Complete in Place	4260	LF.	\$ 125.00	\$ 532,500.00	0	4260	\$ 532,500.00	100%
3	12" Resilient Seat Gate Valve, (AWWA C-509), NSF61, IBBM, NRS, Counter-Clockwise Open, (M.J.), with Valve Box, Complete in Place	5	Ea	\$ 3,600.00	\$ 18,000.00	0	3	\$ 10,800.00	60%
4	2" Air Release Valve (ARV), All Depths, Complete in Place	7	Ea	\$ 1,500.00	\$ 10,500.00	0	5	\$ 7,500.00	71%
5	Wet Connection, Includes, but not Limited to Removing Existing Fittings, Cutting Existing Pipe, Transition Fittings, Thrust, Blocking and Restraining Rods, Provisions for	1	Ea	\$ 1,500.00	\$ 1,500.00	1	1	\$ 1,500.00	100%
6	Trench Safety System for All Depths and Soil Types, Complete in Place	1500	LF.	\$ 1.00	\$ 1,500.00	0	1500	\$ 1,500.00	100%
7	Extra Cement-Stabilized Sand Backfill, as Authorized by Engineer, Complete in Place	50	C.Y.	\$ 100.00	\$ 5,000.00	0	30	\$ 3,000.00	60%
8	Extra Bank-Sand Bedding and/or Backfill as Authorized by Engineer, Complete in Place	50	C.Y.	\$ 35.00	\$ 1,750.00	0	0	\$ -	0%
9	Traffic Control Plan, as Directed by Engineer, Complete in Place	1	LS	\$ 15,000.00	\$ 15,000.00	0	1	\$ 15,000.00	100%
10	Extra Aggregate Bedding, as Authorized by Engineer, Complete in Place	50	C.Y.	\$ 50.00	\$ 2,500.00	0	0	\$ -	0%
11	Extra 1.5-Inch H.M.A.C., Including 12" Flexible Base, as Authorized by Engineer, Complete in Place	50	S.Y.	\$ 100.00	\$ 5,000.00	0	0	\$ -	0%
					\$ 613,250.00				
								Subtotal:	\$ 591,800.00
								Retainage(0%)	\$ -
								Less Previous Payment	\$ 531,270.00
								Total:	\$ 60,530.00

UCS: 

Langford Engineering:

AFFIDAVIT AND RELEASE OF LIEN

STATE OF TEXAS

COUNTY OF Harris

WHEREAS, the undersigned, Texas C. Tavora, who being duly sworn, on oath, says that he is the legal representative of US/IC, has been employed by BHV, to furnish labor and materials for the installation of the Construction of Taylorcast Transmission Line - 300-027 Contract #1 Harris, Texas.

NOW THEREFOR, for and in consideration of the sum of \$ 60,530.00

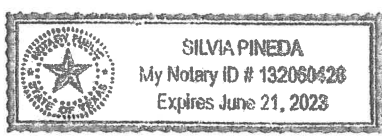
and other good and valuable consideration, the receipt of which is hereby anticipated, being payment in full for all labor and/or materials furnished by the undersigned up to and including 9/19, 2022, the undersigned hereby waives and releases any and all lien or claim of right of lien on said project or premises on account of labor and/or materials furnished and further states that all applicable taxes, State, Local and Federal, and all labor hired by him and all material purchased by him and used in the construction of said project improvements have been paid in full. The undersigned hereby warrants to defend BHV against any liens or other claims made by said laborers or suppliers of materials used in connection with said project.

Date 9/19/22

Underground Construction Solutions, Inc
BY: [Signature]
TITLE: Owner

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 19th DAY OF September 2022.

S. Pineda 6-21-23
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



WAIVER AND LIEN RELEASE UPON FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF Harris

The undersigned contracted with BHV to furnish Labor, Materials and Incidental Items in connection with certain improvements to real property located in Harris County, Texas, and owned by BHV which improvements are described as follows:

Project Name: Construction of Taylorcrest Transmission Line

Project Number: 200-007 Contract #1

In consideration of Pay Estimate No. _____ AND FINAL in the amount of Sixty thousand Five hundred thirty (\$60,530.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Executed this 19th day of September, 2022

Vanguard Construction Solutions, LLC
(Contractor)

John P. Zamora
By

Owner
Title

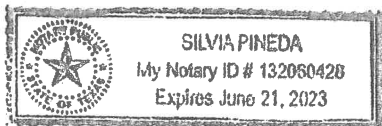
THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, The undersigned authority, on this day personally appeared John P. Zamora of VCS, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 19th day of September, 2022

MY COMMISSION EXPIRES: 6-21-23

Silvia Pineda
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



RECAPITULATION OF QUANTITIES FOR CHANGE ORDER NO. 2 & FINAL

To: City of Bunker Hill Village

Date: October 18, 2022

From: Langford Engineering, Inc.

Subject: Construction of Taylorcrest
Transmission Line
LEI Job No. 200-027, Contract
No. 1

Job cost summary of unit price bid items on subject project:

Bid Item Number	Original Amount Bid	Installed Amount	Differences (Underrun)Overrun
1.	\$20,000.00	\$20,000.00	\$0.00
2.	\$489,900.00	\$489,900.00	\$0.00
3.	\$18,000.00	\$10,800.00	(\$7,200.00)
4.	\$10,500.00	\$7,500.00	(\$3,000.00)
5.	\$1,500.00	\$1,500.00	\$0.00
6.	\$1,500.00	\$1,500.00	\$0.00
7.	\$5,000.00	\$3,000.00	(\$2,000.00)
8.	\$1,750.00	\$0.00	(\$1,750.00)
9.	\$15,000.00	\$15,000.00	\$0.00
10.	\$2,500.00	\$0.00	(\$2,500.00)
11,	<u>\$5,000.00</u>	<u>\$0.00</u>	<u>(\$5,000.00)</u>
Subtotal	\$570,650.00	\$549,200.00	(\$21,450.00)
Change Orders			
Change Order No. 1	\$42,600.00	\$42,600.00	\$0.00
Change Order No. 2	<u>(\$21,450.00)</u>	<u>\$0.00</u>	<u>\$21,450.00</u>
Total	\$591,800.00	\$591,800.00	\$0.00

Summary

Net Unit Quantity Overruns	+	\$42,600.00
Net Unit Quantity Underruns	-	<u>(\$21,450.00)</u>
Subtotal (Change Order No. 1 Deducts/Adds)		\$21,150.00
Original Contract Amount		\$570,650.00
Change Order No. 1		\$42,600.00
Change Order No. 2		<u>-\$21,450.00</u>
Final Contract Amount		\$591,800.00



TBPE No F-449

October 18, 2022

Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024

Mr. Juan Zamora
Underground Construction Solutions
5535 Memorial Drive, #1212
Houston, Texas 77007

Subject: Certificate of Completion, City of Bunker Hill
Village, Construction of Taylorcrest Transmission Line,
LEI Job No. 200-027, Contract No. 1

Ladies and Gentlemen:

Pursuant to contractual requirements as set forth in "General Conditions of Agreement," the Engineers are required to issue a Certificate of Completion prior to, or simultaneously with, submitting an Estimate for final payment to a Contractor. Thus, this Certificate of Completion has been prepared to accompany the Final Estimate and related documents for the project identified as "Construction of Taylorcrest Transmission Line, LEI Job No. 200-027, Contract No. 1," which was constructed by Underground Construction Solutions, in accordance with a Contract executed between the OWNER and said Contractor on March 31, 2022.

Said facilities have been given a final inspection by representatives of the OWNER, the Contractor, and the Engineer. All deficiencies observed during the final inspection have been addressed.

To the best of our knowledge, the subject facilities have been completed in accordance with the Plans and Specifications. Therefore, in accordance with "General Conditions of Construction Contract", we hereby issue our Certificate of Completion.

1080 W. SAM HOUSTON PKWY. N. ♦ SUITE 200 ♦ HOUSTON, TX 77043-5014
PHONE (713) 461-3530 ♦ FAX (713) 932-7505

www.LangfordEng.com



Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
Mr. Juan Zamora
Underground Construction Solutions
October 18, 2022
Page 2

Your attention is directed to Paragraph 14, General Conditions of the Construction Contract, which sets forth the terms and conditions of the guarantee provided on workmanship and materials. This one-year guarantee period commences on the date of the Certificate of Acceptance, which is to be issued by the OWNER.

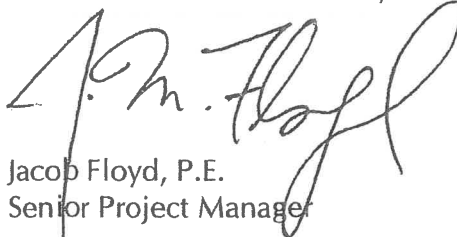
The cost of this project is summarized below:

Original Contract Amount	\$570,650.00
Change Order No. 1	\$ 42,600.00
Change Order No. 2 & FINAL	\$ (21,450.00)
Final Contract Amount	\$594,800.00

Thus, Underground Construction Solutions is entitled to a final payment of Sixty Thousand Five Hundred Thirty Dollars (\$60,530.00). This is the final Contract amount, Five Hundred Ninety-One Thousand Eight Hundred Dollars (\$591,800.00) less previous payments of Five Hundred Thirty-One Thousand Two Hundred Seventy Dollars (\$531,270.00).

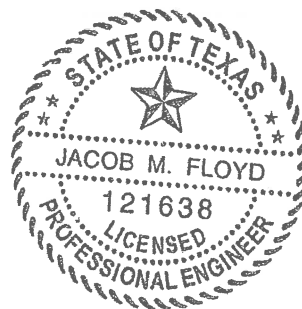
Sincerely,

LANGFORD ENGINEERING, INC.



Jacob Floyd, P.E.
Senior Project Manager

cc: Loren Smith, Olson & Olson, LLP



CITY OF BUNKER HILL VILLAGE

11977 Memorial Drive
Houston, Texas 77024

October 18, 2022

Juan C. Zamora
Underground Construction Solutions
5535 Memorial Drive #1212
Houston, Texas 77007

Subject: Certificate of Acceptance, City of Bunker Hill
Village, Construction of Taylorcrest Transmission Line
LEI Job No. 200-027, Contract No. 1

Dear Mr. Zamora:

Pursuant to the Engineer's Certificate of Completion dated October 18, 2022, the City of Bunker Hill Village does hereby issue this Certificate of Acceptance of the subject facilities effective Tuesday, October 18, 2022.

Your Guarantee, as provided by the surety, is set forth in Paragraph 14 of the General Conditions of Construction, commenced on Tuesday, October 18, 2022, and expires one (1) year later, that is, Wednesday, October 18, 2023.

Sincerely,

CITY OF BUNKER HILL VILLAGE

Robert P. Lord
Mayor

Imm

cc: Jacob Floyd, P.E., Langford Engineering, Inc.
Loren Smith, Olson & Olson, LLP



LLOYD, SMITHA & ASSOCIATES, LLC

Engineering • Construction Management • Solutions
650 N. Sam Houston Pkwy E., Suite #218, Houston, TX 77060

October 6, 2022

City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

Attn: Steve Smith
Director of Public Works

Re: **Invoice for Construction Management and Inspection Services
Paving and Drainage Improvements Chapel Belle**

PAYMENT INVOICE #CMBH2101 Est#07 (090122-093022)

Dear Mr. Smith:

Attached is the subject invoice for your approval and processing.

Please feel free to contact me at (281) 660-8737 or email me at elloyd@lsa-engineers.com, if you have questions or need any additional information.

Respectfully,

Edwin A. Lloyd, P.E., CCM
President
LLOYD, SMITHA & ASSOCIATES, LLC

ec: Karen H. Glynn, P.E



Consultant: LLOYD, SMITH & ASSOCIATES, LLC
Contract No. Construction Management and Inspection

Invoice Date: 10/06/22

Task Description	Project No.	Award Date	Forecasted Project Completion Date	Authorized Amount	Previously Invoiced:	Amount Invoiced This Period:	Total Invoiced To Date	Percent Invoiced To Date	Amount Remaining
Senior Project Manager/ Inspector	Paving and Drainage Improvements Chapel Belle Lane	January 19, 2022	October 31, 2022	\$100,000.00	\$37,196.00	\$ 4,949.00	\$42,145.00	42.15%	\$57,855.00
TOTAL :				\$100,000.00	\$37,196.00	\$4,949.00	\$42,145.00	42.15%	\$57,855.00

06-9184.02



LLOYD, SMITH & ASSOCIATES, LLC
Task Cost Details

INVOICE NO: CMBH2101-07
 INVOICE DATE FROM: September 1, 2022

PROJECT NO: Paving and Drainage Improvements
Chapel Belle Lane
 INVOICE DATE: October 6, 2022
 CONTRACT NO:
 INVOICE DATE TO: September 30, 2022

LABOR:

<u>Employee</u>	<u>Title</u>	<u>Time Period</u>	<u>Hours</u>	<u>Base Rate</u>	<u>Total</u>
Edwin A. Lloyd, PE, CCM	Senior Project Manager	090122-090422	0.00	\$ 145.00	\$ -
Edwin A. Lloyd, PE, CCM	Senior Project Manager	090522-091122	0.50	\$ 145.00	\$ 72.50
Edwin A. Lloyd, PE, CCM	Senior Project Manager	091222-091822	3.50	\$ 145.00	\$ 507.50
Edwin A. Lloyd, PE, CCM	Senior Project Manager	091922-092522	0.00	\$ 145.00	\$ -
Edwin A. Lloyd, PE, CCM	Senior Project Manager	092622-093022	1.00	\$ 145.00	\$ 145.00
Joshua Kwong	Senior Inspector	090122-090422	6.00	\$ 88.00	\$ 528.00
Joshua Kwong	Senior Inspector	090522-091122	16.00	\$ 88.00	\$ 1,408.00
Joshua Kwong	Senior Inspector	091222-091822	11.00	\$ 88.00	\$ 968.00
Joshua Kwong	Senior Inspector	091922-092522	10.00	\$ 88.00	\$ 880.00
Joshua Kwong	Senior Inspector	092622-093022	5.00	\$ 88.00	\$ 440.00
Labor Total:					\$ 4,949.00

REIMBURSABLES:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
		\$ -
		\$ -
		\$ -
Reimbursables Total:		\$ -


SUBCONSULTANT COST:

<u>Company</u>	<u>Description</u>	<u>Subconsultant Cost</u>	<u>Total Cost with 8%</u>	<u>Mark-up</u>
		\$		-

Total Due This Task: \$ 4,949.00


 Project Managers Signature

NAME: Edwin Lloyd

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC



DATE:		8/29	8/30	8/31	9/1	9/2	9/3	9/4	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	ToL	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements								CMCH1703	0.0	0.0		0.0	0.0
66600.0	Fountain View	1.5	5.0	3.0	4.0	5.0			CMCH1705	18.5	18.5		18.5	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS	0.5							CMCH1706	0.5	0.5		0.5	0.0
66600.0	Westridge Regional Lift Station								CMCH2001	0.0	0.0		0.0	0.0
66600.0	METRO - UAB	0.5				1.0			CMMETROUAB	1.5	1.5		1.5	0.0
66600.0	METRO - TMC		0.5			1.0								
66600.0	CBHV - Chapel Belle	2.0	1.0						CMBH2101	3.0	3.0		3.0	0.0
Acc.	ACCOUNT NAME													
6700	Administration	1.0		3.0	2.0					6.0			6.0	
6710	Business Development									0.0			0.0	
6720	Accounting									0.0			0.0	
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		5.5	6.5	6.0	6.0	7.0	0.0	0.0		31.0	31.0	6.0	23.5	0.0

Approved by:  Carl Smitha

Date: 9/5/2022

NAME: **Edwin Lloyd**

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC

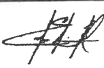


DATE:		9/5	9/6	9/7	9/8	9/9	9/10	9/11	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	ToL	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements								CMCH1703	0.0	0.0		0.0	0.0
66600.0	Fountain View		5.0		1.0	1.0			CMCH1705	7.0	7.0		7.0	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chefford Diversion Package 1: DA to ACLS								CMCH1706	0.0	0.0		0.0	0.0
66600.0	Westridge Regional Lift Station		1.0	1.0	0.5				CMCH2001	2.5	2.5		2.5	0.0
66600.0	METRO - UAB			0.5		3.0			CMMETROUAB	3.5	3.5		3.5	0.0
66600.0	METRO - TMC			1.0	2.0									
66600.0	CBHV - Chapel Belle				0.5				CMBH2101	0.5	0.5		0.5	0.0
Acc.	ACCOUNT NAME													
6700	Administration		1.0	2.0	2.0	1.0				6.0		6.0		
6710	Business Development									0.0		0.0		
6720	Accounting									0.0		0.0		
6730	Training			1.0						1.0				
6320	PTO									0.0				
6322	Holiday	8.0												
										0.0				
TOTAL HOURS		8.0	7.0	5.5	6.0	5.0	0.0	0.0		31.5	31.5	6.0	13.5	0.0

Approved by: Carl Smitha




Date: 9/12/2022

NAME: **Edwin Lloyd**
 SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC




DATE:		9/12	9/13	9/14	9/15	9/16	9/17	9/18	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	ToL	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements		0.5			2.0			CMCH1703	2.5	2.5		2.5	0.0
66600.0	Fountain View	2.0	1.0	1.0	2.0	1.5			CMCH1705	7.5	7.5		7.5	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS	0.5							CMCH1706	0.5	0.5		0.5	0.0
66600.0	Westridge Regional Lift Station	2.0			0.5				CMCH2001	2.5	2.5		2.5	0.0
66600.0	METRO - UAB					1.0			CMMETROUAB	1.0	1.0		1.0	0.0
66600.0	METRO - TMC	1.0		1.0	1.5									
66600.0	CBHV - Chapel Belle	2.5		1.0					CMBH2101	3.5	3.5		3.5	0.0
Acc.	ACCOUNT NAME													
6700	Administration		6.0	1.0	2.0	2.5				11.5			11.5	
6710	Business Development									0.0			0.0	
6720	Accounting			1.0						1.0			1.0	
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		8.0	7.5	5.0	6.0	7.0	0.0	0.0		33.5	33.5	12.5	17.5	0.0

Approved by:  Carl Smith

Date: 9/19/2022


NAME: **Edwin Lloyd**

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC




DATE:		9/19	9/20	9/21	9/22	9/23	9/24	9/25	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	Tot.	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements			1.5		1.0			CMCH1703	2.5	2.5		2.5	0.0
66600.0	Fountain View		1.0	0.5	2.0	3.0			CMCH1705	6.5	6.5		6.5	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS								CMCH1706	0.0	0.0		0.0	0.0
66600.0	Westridge Regional Lift Station	3.0	3.0		1.0	2.0			CMCH2001	9.0	9.0		9.0	0.0
66600.0	METRO - UAB	1.0				1.0			CMMETROUAB	2.0	2.0		2.0	0.0
66600.0	METRO - TMC			0.5										
66600.0	CBHV - Chapel Belle								CMBH2101	0.0	0.0		0.0	0.0
Acc.	ACCOUNT NAME													
6700	Administration	1.0	1.0	1.0		1.0				4.0			4.0	
6710	Business Development			3.0						3.0			3.0	
6720	Accounting		1.0							1.0			1.0	
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		5.0	6.0	6.5	3.0	8.0	0.0	0.0		28.5	28.5	8.0	20.0	0.0

Approved by:  Carl Smitha

Date: 9/26/2022


NAME: Edwin Lloyd

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC




DATE:		9/26	9/27	9/28	9/29	9/30	10/1	10/2	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	Tot	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements								CMCH1703	0.0	0.0		0.0	0.0
66600.0	Fountain View	3.0	2.0	1.5	2.0				CMCH1705	8.5	8.5		8.5	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS	2.0		0.5	2.5				CMCH1706	5.0	5.0		5.0	0.0
66600.0	Westridge Regional Lift Station		2.0		0.5				CMCH2001	2.5	2.5		2.5	0.0
66600.0	METRO - UAB		0.5			0.5			CMMETROUAB	1.0	1.0		1.0	0.0
66600.0	METRO - TMC			1.0		7.0								
66600.0	CBHV - Chapel Belle	1.0							CMBH2101	1.0	1.0		1.0	0.0
Acc.	ACCOUNT NAME													
6700	Administration	2.0	1.0	2.0	2.0	2.0				9.0			9.0	
6710	Business Development									0.0			0.0	
6720	Accounting									0.0			0.0	
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		8.0	5.5	5.0	7.0	9.5	0.0	0.0		35.0	35.0	9.0	18.0	0.0

Approved by: Carl Smitha 

Date: 10/3/2022


NAME: **Joshua Kwong**

SIGN: 

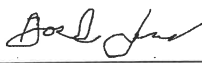
LLOYD, SMITH & ASSOCIATES, LLC



DATE:		August							WEEKLY TIMESHEET					
Task:	PROJECT NAME	8/29	8/30	8/31	9/1	9/2	9/3	9/4	PROJ NO	ToL	Direct	Indirect	RT	OT
5.1	Fountain View Regional Lift Station and Abandonment of Westhelmer #1 Lift Station	4.0	2.0	4.0	4.0	4.0			CMCH1705	18.0	18.0		18.0	0.0
5.1	Paving and Drainage Improvements for Chapelle Belle and Tamerlaine		2.0	2.0	2.0	4.0			CMBH2101	10.0	10.0		10.0	0.0
5.1	Well and repump improvements	4.0	4.0	2.0	2.0				CMCH1706	12.0	12.0		12.0	0.0
											0.0		0.0	0.0
											0.0		0.0	0.0
											0.0		0.0	0.0
Acc.	ACCOUNT NAME												0.0	0.0
6700	Administration										0.0			
6710	Business Development										0.0			
6720	Accounting										0.0			
6730	Training										0.0			
6320	PTO										0.0			
6322	Holiday										0.0			
											0.0			
TOTAL HOURS		8.0	8.0	8.0	8.0	8.0	0.0	0.0		40.0	40.0		40.0	0.0

Approved by:  Date: 9/6/2022


NAME: **Joshua Kwong**

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC



DATE: September		9/5	9/6	9/7	9/8	9/9	9/10	9/11	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	ToL	Direct	Indirect	RT	OT
5.1	Fountain View Regional Lift Station and Abandonment of Westheimer #1 Lift Station		4.0	4.0	4.0	4.0			CMCH1705	16.0	16.0		16.0	0.0
5.1	Paving and Drainage Improvements for Chapelle Belle and Tamerlaine		4.0	4.0	4.0	4.0			CMBH2101	16.0	16.0		16.0	0.0
5.1	Well and repump improvements								CMCH1706	0.0	0.0		0.0	0.0
											0.0		0.0	0.0
											0.0		0.0	0.0
											0.0		0.0	0.0
Acc.	ACCOUNT NAME												0.0	0.0
6700	Administration										0.0			
6710	Business Development										0.0			
6720	Accounting										0.0			
6730	Training										0.0			
6320	PTO										0.0			
6322	Holiday		8.0								8.0			
											0.0			
TOTAL HOURS		8.0	8.0	8.0	8.0	8.0	0.0	0.0		40.0	40.0		32.0	0.0

Approved by: 

Date: 9/12/2022



LLOYD, SMITHA & ASSOCIATES, LLC

Engineering • Construction Management • Solutions
650 N. Sam Houston Pkwy E., Suite #218, Houston, TX 77060

November 4, 2022

City of Bunker Hill Village
11977 Memorial Drive
Houston, TX 77024

Attn: Steve Smith
Director of Public Works

Re: **Invoice for Construction Management and Inspection Services
Paving and Drainage Improvements Chapel Belle**

PAYMENT INVOICE #CMBH2101 Est#08 (100122-103022)

Dear Mr. Smith:

Attached is the subject invoice for your approval and processing.

Please feel free to contact me at (281) 660-8737 or email me at elloyd@lsa-engineers.com, if you have questions or need any additional information.

Respectfully,

Edwin A. Lloyd, P.E., CCM
President
LLOYD, SMITHA & ASSOCIATES, LLC

cc: Karen H. Glynn, P.E



Consultant:
Contract No.

LLOYD, SMITH & ASSOCIATES, LLC
Construction Management and Inspection

Invoice Date: 11/04/22

Task Description	Project No.	Award Date	Forecasted Project Completion Date	Authorized Amount	Previously Invoiced:	Amount Invoiced This Period	Total Invoiced To Date	Percent Invoiced To Date	Amount Remaining
Senior Project Manager/ Inspector	Paving and Drainage Improvements Chapel Belle Lane	January 19, 2022	November 30, 2022	\$100,000.00	\$42,145.00	\$ 1,325.50	\$43,470.50	43.47%	\$56,529.50
TOTAL :				\$100,000.00	\$42,145.00	\$1,325.50	\$43,470.50	43.47%	\$56,529.50

06-9184.02



LLOYD, SMITH & ASSOCIATES, LLC
Task Cost Details

INVOICE NO: CMBH2101-08
INVOICE DATE FROM: October 1, 2022

PROJECT NO: Paving and Drainage Improvements
Chapel Belle Lane
INVOICE DATE: November 4, 2022
CONTRACT NO. _____
INVOICE DATE TO: October 30, 2022

LABOR:

<u>Employee</u>	<u>Title</u>	<u>Time Period</u>	<u>Hours</u>	<u>Base Rate</u>		<u>Total</u>
Edwin A. Lloyd, PE, CCM	Senior Project Manager	100322-100922	2.50	\$ 145.00	\$	362.50
Edwin A. Lloyd, PE, CCM	Senior Project Manager	101022-101622	0.50	\$ 145.00	\$	72.50
Edwin A. Lloyd, PE, CCM	Senior Project Manager	101722-102322	2.00	\$ 145.00	\$	290.00
Edwin A. Lloyd, PE, CCM	Senior Project Manager	102422-103022	0.50	\$ 145.00	\$	72.50
Joshua Kwong	Senior Inspector	100322-100922	3.00	\$ 88.00	\$	264.00
Joshua Kwong	Senior Inspector	101022-101622	2.00	\$ 88.00	\$	176.00
Joshua Kwong	Senior Inspector	101722-102322	1.00	\$ 88.00	\$	88.00
Joshua Kwong	Senior Inspector	102422-103022	0.00	\$ 88.00	\$	-
Labor Total:						\$ 1,325.50

REIMBURSABLES:

<u>Item</u>	<u>Description</u>	<u>Amount</u>
		\$ -
		\$ -
		\$ -
Reimbursables Total:		\$ -

SUBCONSULTANT COST:

<u>Company</u>	<u>Description</u>	<u>Subconsultant Cost</u>	<u>Total Cost with 8%</u>	<u>Mark-up</u>
			\$ -	-

Total Due This Task: \$ 1,325.50


Project Managers Signature


NAME: Edwin Lloyd

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC




DATE:		10/3	10/4	10/5	10/6	10/7	10/8	10/9	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	Tot.	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements								CMCH1703	0.0	0.0		0.0	0.0
66600.0	Fountain View	1.5	5.0	4.0	2.0	4.0			CMCH1705	16.5	16.5		16.5	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS		1.0						CMCH1706	1.0	1.0		1.0	0.0
66600.0	Westridge Regional Lift Station			2.0					CMCH2001	2.0	2.0		2.0	0.0
66600.0	METRO - UAB	0.5				0.5			CMMETROUAB	1.0	1.0		1.0	0.0
66600.0	METRO - TMC													
66600.0	CBHV - Chapel Belle	2.0			0.5				CMBH2101	2.5	2.5		2.5	0.0
Acc.	ACCOUNT NAME													
6700	Administration	1.0	1.0	1.0	4.0	2.0				9.0		9.0		
6710	Business Development									0.0		0.0		
6720	Accounting	1.0								1.0		1.0		
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		6.0	7.0	7.0	6.5	6.5	0.0	0.0		33.0	33.0	10.0	23.0	0.0

Approved by:  Carl Smitha

Date: 10/10/2022


NAME: Edwin Lloyd

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC



DATE:		10/10	10/11	10/12	10/13	10/14	10/15	10/16	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	Tot.	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements				1.0				CMCH1703	1.0	1.0		1.0	0.0
66600.0	Fountain View	3.0	4.0			4.0			CMCH1705	11.0	11.0		11.0	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS		0.5		1.0				CMCH1706	1.5	1.5		1.5	0.0
66600.0	Westridge Regional Lift Station			3.0	0.5				CMCH2001	3.5	3.5		3.5	0.0
66600.0	METRO - UAB	0.5							CMMETROUAB	0.5	0.5		0.5	0.0
66600.0	METRO - TMC													
66600.0	CBHV - Chapel Belle					0.5			CMBH2101	0.5	0.5		0.5	0.0
Acc.	ACCOUNT NAME													
6700	Administration	1.0	2.0	4.0	1.0	2.5				10.5		10.5		
6710	Business Development									0.0		0.0		
6720	Accounting									0.0		0.0		
6730	Training	2.5								2.5				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		7.0	6.5	7.0	3.5	7.0	0.0	0.0		31.0	31.0	10.5	18.0	0.0

Approved by: Carl Smitha 

Date: 10/17/2022


NAME: Edwin Lloyd

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC



DATE:		10/17	10/18	10/19	10/20	10/21	10/22	10/23	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	ToL	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements	1.0							CMCH1703	1.0	1.0		1.0	0.0
66600.0	Fountain View	0.5	1.5	1.0	6.0	1.0			CMCH1705	10.0	10.0		10.0	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS		0.5						CMCH1706	0.5	0.5		0.5	0.0
66600.0	Westridge Regional Lift Station	2.0	2.5	4.0	2.0	4.0			CMCH2001	14.5	14.5		14.5	0.0
66600.0	METRO - UAB	1.0				1.0			CMMETROUAB	2.0	2.0		2.0	0.0
66600.0	METRO - TMC													
66600.0	CBHV - Chapel Belle	1.0	1.0						CMBH2101	2.0	2.0		2.0	0.0
Acc.	ACCOUNT NAME													
6700	Administration	2.0	1.5	2.0		2.0				7.5			7.5	
6710	Business Development									0.0			0.0	
6720	Accounting		1.0							1.0			1.0	
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		7.5	8.0	7.0	8.0	8.0	0.0	0.0		38.5	38.5	8.5	30.0	0.0

Approved by:  Carl Smitha

Date: 10/24/2022


NAME: Edwin Lloyd

SIGN: 

LLOYD, SMITH & ASSOCIATES, LLC



DATE:		10/24	10/25	10/26	10/27	10/28	10/29	10/30	WEEKLY TIMESHEET					
Task:	PROJECT NAME	M	T	W	TH	F	S	S	PROJ NO	Tot.	Direct	Indirect	RT	OT
66600.0	Clinton Dive Lift Station Improvements		2.0		2.0	1.0			CMCH1703	5.0	5.0		5.0	0.0
66600.0	Fountain View	2.0	1.5	1.0	2.0				CMCH1705	6.5	6.5		6.5	0.0
66600.0	WESTON - Sims North WWTP								CMWS1901	0.0	0.0		0.0	0.0
66600.0	Chelford Diversion Package 1: DA to ACLS								CMCH1706	0.0	0.0		0.0	0.0
66600.0	Westridge Regional Lift Station	2.0	3.0	2.0	2.0	5.0			CMCH2001	14.0	14.0		14.0	0.0
66600.0	METRO - UAB	0.5				1.0			CMMETROUAB	1.5	1.5		1.5	0.0
66600.0	METRO - TMC		1.5											
66600.0	CBHV - Chapel Belle			0.5					CMBH2101	0.5	0.5		0.5	0.0
Acc.	ACCOUNT NAME													
6700	Administration	2.0		3.0	2.0	1.0				8.0		8.0		
6710	Business Development									0.0		0.0		
6720	Accounting									0.0		0.0		
6730	Training									0.0				
6320	PTO									0.0				
6322	Holiday									0.0				
TOTAL HOURS		6.5	8.0	6.5	8.0	8.0	0.0	0.0		37.0	37.0	8.0	27.5	0.0

Approved by:  Carl Smitha

Date: 10/31/2022



INVOICE

Houston, TX
713-690-8989

Project Mgr: Mark Wells

Project: City of Bunker Hill Village - Public Works & Disaster
Operations Building
11977 Memorial Drive
Houston, TX 77024

To: City of Bunker Hill Village TX
Attn: Steve Smith
11977 Memorial Dr
Houston, TX 77024

REMIT TO:	
Invoice Number: TH47766	
Terracon Consultants, Inc.	
PO Box 959673	
St Louis, MO 63195-9673	
Federal E.I.N.: 42-1249917	

Project Number:	92221577
Contract Amount:	\$22,738.00
Billed to Date:	\$1,092.50
Invoice Date:	10/09/2022
Services Through:	9/17/2022

Date	Report	Description of Services	Quantity	Rate	Total
TASK: Earthwork					
9/16/22	92221577.0003	Atterberg Limit, per test	1.00	\$75.00	\$75.00
9/16/22	92221577.0003	Standard Proctor (ASTM D-698), each	1.00	\$175.00	\$175.00
Task Total					\$250.00
TASK: General					
9/15/22	92221577.0001	Engineering Technician, per hour	4.00	\$55.00	\$220.00
9/15/22	92221577.0001	Trip Charge, each	1.00	\$60.00	\$60.00
9/15/22	92221577.0001	Atterberg Limit, per test	1.00	\$75.00	\$75.00
Task Total					\$355.00
TASK: Project Management & Administration					
9/17/22	Billing Period	Project Manager, per hour	3.00	\$125.00	\$375.00
9/17/22	Billing Period	Administration, per hour	1.50	\$75.00	\$112.50
Task Total					\$487.50

06-9191 35%
07-9191 65%

Invoice Total	\$1,092.50
----------------------	-------------------

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TH47766
Project No.: 92221577
Project: City of Bunker Hill Village - Public Works & Disaster Operations Building
11977 Memorial Drive
Houston, TX 77024
Project Mgr: Mark Wells

Statement of Account	
Contract Amount	\$22,738.00
Amount Previously Billed	\$0.00
Total Due this Invoice	\$1,092.50
Total Billed	\$1,092.50
Payments to Date	\$0.00
Total Due	\$1,092.50

TERMS: DUE UPON PRESENTATION OF INVOICE



INVOICE

Invoice No.: TH47766
Project No.: 92221577
Project: City of Bunker Hill Village - Public Works & Disaster Operations Building
11977 Memorial Drive
Houston, TX 77024
Project Mgr: Mark Wells

Statement of Account	
Contract Amount	\$22,738.00
Amount Previously Billed	\$0.00
Total Due this Invoice	\$1,092.50
Total Billed	\$1,092.50
Payments to Date	\$0.00
Total Due	\$1,092.50

APPLICATION FOR PAYMENT

METROCITY LLC

Owner: City of Bunker Hill

Project Chapel Belle Ln & Tamerlaine Dr

Contract Date 2/14/22

Estimate # 8

Contract Time 200 Beg Period 9/1/22

Org. Completion Date 9/2/22 End Period 9/30/22

Additional Days 30 %Time Completed 99%

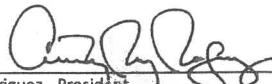
Completion Date 10/2/22 %Work Completed 92%

Project # 312

ANALYSIS OF CONTRACT AMOUNT

1. Original Contract Amount	\$ 996,395.00
2. Net change by Change Order	\$ 110,392.83
3. Revised Contract Amount	\$ 1,106,787.83
4. Total Completed and Stored Today	\$ 1,017,795.68
5. Retainage:	
a. 10% of Completed Work	\$ 101,779.57
b. 10% of Stored Material	
6. Net Amount Earned to Date: (Line 4 less 5 total)	\$ 916,016.12
7. Less Previous Payments	\$ 828,266.16
8. Amount Due this Estimate	\$ 87,749.96
9. Balance to Finish, Include Retainge (Line 3 less Line 6)	\$ 88,992.15


MetroCity, LLC certifies that to the best of its knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for

BY:  DATE: 10/18/22
 Tony Rodriguez - President

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner/Owner's representative agrees to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of

BY:  DATE: 10/18/22
 Ed. Lloyd PE - Constuction Manager

BY:  DATE: 10/18/22
 Mike McClung, PE - Engineer

BY:  DATE: 10/19/22

CHANGE ORDER SUMMARY

1 Barrier Wall at Taylorcrest and Bunker Hill	20,512.17
2 RCP and Precast Structure Adjustments	(5,176.61)
4 Storm Manhole 6" Sanitary Line	14,573.95
5 Eaton Court	26,621.35
6 Briar Forest Sidewalk	20,057.44
7 Modify Existing Driveway	3,699.54
8 Cement Stabilized Subgrade	6,535.00
9 Extra Sidewalk	1,906.30
10 Additional Quantities on Tamerlaine	21,663.69
Total Amount of Change Orders	110,392.83

METROCITY LLC 17410 County Rd 127 Pearland, TX 77581 (281) 978-3000 (0)

06-9184.02

PROJECT # 312

PERIOD 9/1 - 9/30

PROJECT NAME: Chapel Belle Ln & Tamerlane Drive

ESTIMATE 8

Item	Description	UNIT	QTY	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	THIS PERIOD			
1	General Requirements	LS	1	\$ 42,539.00	\$ 42,539.00	0.82	\$ 34,942.75	0.18	\$ 7,596.25	\$ 42,539.00	100%	\$ -
2	Traffic Control Devices	MTH	8	\$ 1,936.00	\$ 15,488.00	7.00	\$ 13,552.00	1	\$ 1,936.00	\$ 15,488.00	100%	\$ -
3	Utility Coordination	LS	1	\$ 10,750.00	\$ 10,750.00	8.00	\$ 10,750.00		\$ -	\$ 10,750.00	100%	\$ -
4	Inlet Protection Barrier	EA	20	\$ 133.00	\$ 2,660.00	20.00	\$ 2,660.00		\$ -	\$ 2,660.00	100%	\$ -
5	Site Restoration	LS	1	\$ 28,000.00	\$ 28,000.00	0.75	\$ 21,000.00	0.25	\$ 7,000.00	\$ 28,000.00	100%	\$ -
6	Tree Protection, Pruning and Removal	LS	1	\$ 34,000.00	\$ 34,000.00	1.00	\$ 34,000.00		\$ -	\$ 34,000.00	100%	\$ -
7	Remove & Dispose Existing - Driveway	SY	309	\$ 17.00	\$ 5,253.00	309.00	\$ 5,253.00		\$ -	\$ 5,253.00	100%	\$ -
8	Remove and Dispose Existing - Sidewalk	SY	70	\$ 21.00	\$ 1,470.00	70.00	\$ 1,470.00		\$ -	\$ 1,470.00	100%	\$ -
9	Remove & Dispose Existing - Curb	LF	1,731	\$ 2.00	\$ 3,462.00	1,731.00	\$ 3,462.00		\$ -	\$ 3,462.00	100%	\$ -
10	Remove & Replace Existing - Mailbox	EA	19	\$ 89.00	\$ 1,691.00	18.00	\$ 1,602.00	1	\$ 89.00	\$ 1,691.00	100%	\$ -
11	Remove & Replace Existing - TC Signs & Posts	EA	1	\$ 208.00	\$ 208.00	-	\$ -		\$ -	\$ -		\$ 208.00
12	Remove & Replace Existing - Fire Hydrant	EA	1	\$ 311.00	\$ 311.00	1.00	\$ 311.00		\$ -	\$ 311.00	100%	\$ -
13	Remove and Salvage Existing - Bricks	LF	269	\$ 8.00	\$ 2,152.00	269.00	\$ 2,152.00		\$ -	\$ 2,152.00	100%	\$ -
14	Remove & Dispose Existing - Pavement	SY	3,050	\$ 9.00	\$ 27,450.00	3,050.00	\$ 27,450.00		\$ -	\$ 27,450.00	100%	\$ -
15	Remove & Dispose Existing Asphalt Pavement	SY	800	\$ 7.00	\$ 5,600.00	800.00	\$ 5,600.00		\$ -	\$ 5,600.00	100%	\$ -
16	6" Concrete Paving	SY	3,741	\$ 78.00	\$ 291,798.00	3,741.00	\$ 291,798.00		\$ -	\$ 291,798.00	100%	\$ -
17	6" Lime Stabilization	SY	4,257	\$ 5.00	\$ 21,285.00	3,535.29	\$ 17,676.43	721.71	\$ 3,608.55	\$ 21,284.98	100%	\$ 0.02
18	Lime 6%	TN	64	\$ 250.00	\$ 16,000.00	57.87	\$ 14,467.50	6.13	\$ 1,532.50	\$ 16,000.00	100%	\$ -
19	Concrete Sidewalk	SY	28	\$ 89.00	\$ 2,492.00	28.00	\$ 2,492.00		\$ -	\$ 2,492.00	100%	\$ -
20	Brick Sidewalk	SY	4	\$ 190.00	\$ 760.00	4.00	\$ 760.00		\$ -	\$ 760.00	100%	\$ -
21	Special Sidewalk	SY	6	\$ 128.00	\$ 768.00	-	\$ -	6	\$ 768.00	\$ 768.00	100%	\$ -
22	Concrete Driveway 6" High Early	SY	181	\$ 103.00	\$ 18,643.00	181.00	\$ 18,643.00		\$ -	\$ 18,643.00	100%	\$ -
23	Brick Driveways	SY	42	\$ 187.00	\$ 7,854.00	42.00	\$ 7,854.00		\$ -	\$ 7,854.00	100%	\$ -
24	Pebble Driveways	SY	27	\$ 208.00	\$ 5,616.00	10.00	\$ 2,080.00		\$ -	\$ 2,080.00	37%	\$ 3,536.00
25	Special Driveways	SY	59	\$ 110.00	\$ 6,490.00	59.00	\$ 6,490.00		\$ -	\$ 6,490.00	100%	\$ -
26	6" Concrete Curb	LF	2,030	\$ 9.00	\$ 18,270.00	1,975.00	\$ 17,775.00	55	\$ 495.00	\$ 18,270.00	100%	\$ -
27	Sodding	SY	2,472	\$ 11.00	\$ 27,192.00	1,884.00	\$ 20,724.00	588.00	\$ 6,468.00	\$ 27,192.00	100%	\$ -
28	Remove & Dispose Existing - Storm Inlet	EA	2	\$ 1,450.00	\$ 2,900.00	2.00	\$ 2,900.00		\$ -	\$ 2,900.00	100%	\$ -
29	Remove & Dispose Existing - Storm Manholes	EA	2	\$ 1,450.00	\$ 2,900.00	2.00	\$ 2,900.00		\$ -	\$ 2,900.00	100%	\$ -
30	Remove & Replace Existing - Yard Drains	EA	18	\$ 500.00	\$ 9,000.00	18.00	\$ 9,000.00		\$ -	\$ 9,000.00	100%	\$ -
31	Remove & Dispose Existing - Storm Sewer	LF	197	\$ 30.00	\$ 5,910.00	197.00	\$ 5,910.00		\$ -	\$ 5,910.00	100%	\$ -
32	Cut Plug & Abandon 18" RCP	EA	1	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00		\$ -	\$ 1,800.00	100%	\$ -
33	24" RCP	LF	650	\$ 102.00	\$ 66,300.00	650.00	\$ 66,300.00		\$ -	\$ 66,300.00	100%	\$ -
34	30" RCP	LF	886	\$ 131.00	\$ 116,066.00	886.00	\$ 116,066.00		\$ -	\$ 116,066.00	100%	\$ -
35	36" RCP	LF	23	\$ 155.00	\$ 3,565.00	23.00	\$ 3,565.00		\$ -	\$ 3,565.00	100%	\$ -
36	Type BB Inlet w/Grate	EA	12	\$ 2,190.00	\$ 26,280.00	12.00	\$ 26,280.00		\$ -	\$ 26,280.00	100%	\$ -
37	Area Inlet	EA	1	\$ 1,237.00	\$ 1,237.00	1.00	\$ 1,237.00		\$ -	\$ 1,237.00	100%	\$ -
38	60" Type C Manhole	EA	1	\$ 9,495.00	\$ 9,495.00	1.00	\$ 9,495.00		\$ -	\$ 9,495.00	100%	\$ -
39	72" Inlet Type C Manhole	EA	1	\$ 10,231.00	\$ 10,231.00	1.00	\$ 10,231.00		\$ -	\$ 10,231.00	100%	\$ -
40	Connect Existing Storm Sewer to Propose Storm Struct	EA	2	\$ 1,438.00	\$ 2,876.00	2.00	\$ 2,876.00		\$ -	\$ 2,876.00	100%	\$ -
41	Trench Safety System	LF	1,559	\$ 6.00	\$ 9,354.00	1,559.00	\$ 9,354.00		\$ -	\$ 9,354.00	100%	\$ -
42	Adjust/Relocate Existing Water Service Line	EA	11	\$ 522.00	\$ 5,742.00	11.00	\$ 5,742.00		\$ -	\$ 5,742.00	100%	\$ -
43	Temporary Driveways	EA	23	\$ 1,047.00	\$ 24,081.00	23.00	\$ 24,081.00		\$ -	\$ 24,081.00	100%	\$ -
BASE BID					\$ 895,939.00		\$ 862,701.68		\$ 29,493.30	\$ 892,194.98	100%	\$ 3,744.02
1	General Requirements	LS	1	\$ 4,500.00	\$ 4,500.00	0.50	\$ 2,250.00		\$ -	\$ 2,250.00	50%	\$ 2,250.00

Item	Description	UNIT	QTY	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	THIS PERIOD			
2	Traffic Control Devices	MTH	1	\$ 1,936.00	\$ 1,936.00	-	\$ -	1.00	\$ 1,936.00	\$ 1,936.00	100%	\$ -
3	Inlet Protection Barrier	EA	4	\$ 133.00	\$ 532.00	-	\$ -	4.00	\$ 532.00	\$ 532.00	100%	\$ -
4	Site Restoration	LS	1	\$ 7,000.00	\$ 7,000.00	-	\$ -		\$ -	\$ -		\$ 7,000.00
5	Tree Protection, Pruning and Removal	LS	1	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00		\$ -	\$ 8,500.00	100%	\$ -
6	Remove & Dispose Existing - Driveway	SY	25	\$ 17.00	\$ 425.00	-	\$ -		\$ -	\$ -		\$ 425.00
7	Remove & Dispose Existing - Sidewalks	SY	10	\$ 78.00	\$ 780.00	-	\$ -		\$ -	\$ -		\$ 780.00
8	Remove & Dispose Existing - Curb	LF	221	\$ 35.00	\$ 7,735.00	-	\$ -	99.00	\$ 3,465.00	\$ 3,465.00	45%	\$ 4,270.00
9	Remove & Dispose Existing - Pavement	SY	507	\$ 9.00	\$ 4,563.00	-	\$ -	341.00	\$ 3,069.00	\$ 3,069.00	67%	\$ 1,494.00
10	6" Concrete Paving	SY	507	\$ 78.00	\$ 39,546.00	-	\$ -	329.00	\$ 25,662.00	\$ 25,662.00	65%	\$ 13,884.00
11	6" Cement Stabilization	SY	507	\$ 35.00	\$ 17,745.00	-	\$ -	329.00	\$ 11,515.00	\$ 11,515.00	65%	\$ 6,230.00
12	Pebble Driveways	SY	10	\$ 208.00	\$ 2,080.00	-	\$ -		\$ -	\$ -		\$ 2,080.00
13	Concrete Driveway 6" High Early	SY	25	\$ 103.00	\$ 2,575.00	-	\$ -		\$ -	\$ -		\$ 2,575.00
14	6" Concrete Curb	LF	221	\$ 9.00	\$ 1,989.00	-	\$ -		\$ -	\$ -		\$ 1,989.00
15	Sodding	SY	50	\$ 11.00	\$ 550.00	-	\$ -		\$ -	\$ -		\$ 550.00
ADD ALTERNATE 1 - Tamarlane Lane					\$ 100,456.00				\$ 10,750.00	\$ 46,179.00	37%	\$ 43,527.00
TOTAL ORIGINAL CONTRACT					\$ 296,395.00				\$ 873,451.68	\$ 75,672.30	95%	\$ 47,271.02
1	Concrete Barrier Wall at Taylor Crest	LS	1	\$ 20,512.17	\$ 20,512.17	1.00	\$ 20,512.17		\$ -	\$ 20,512.17	100%	\$ -
TOTAL CHANGE ORDER 1					\$ 20,512.17				\$ 20,512.17	\$ 20,512.17	100%	\$ -
1	Precast Inlet	LS	1	\$ 4,494.39	\$ 4,494.39	1.00	\$ 4,494.39		\$ -	\$ 4,494.39	100%	\$ -
2	Precast Storm (Item 36)	EA	1	\$ (2,190.00)	\$ (2,190.00)	1.00	\$ (2,190.00)		\$ -	\$ (2,190.00)	100%	\$ -
3	36" RCP (Item 35)	LF	161	\$ 155.00	\$ 24,955.00	161.00	\$ 24,955.00		\$ -	\$ 24,955.00	100%	\$ -
4	24" RCP (Item 36)	LF	318	\$ (102.00)	\$ (32,436.00)	318.00	\$ (32,436.00)		\$ -	\$ (32,436.00)	100%	\$ -
TOTAL CHANGE ORDER 2					\$ (5,176.61)				\$ (5,176.61)	\$ (5,176.61)	100%	\$ -
1	Additional Storm Manhole	EA	1	\$ 4,360.67	\$ 4,360.67	1.00	\$ 4,360.67		\$ -	\$ 4,360.67	100%	\$ -
2	6" Sanitary Sewer Line	LS	1	\$ 10,213.28	\$ 10,213.28	1.00	\$ 10,213.28		\$ -	\$ 10,213.28	100%	\$ -
TOTAL CHANGE ORDER 4					\$ 14,573.95				\$ 14,573.95	\$ 14,573.95	100%	\$ -
1	12" HDPE Pipe at Eaton Court	LS	1	\$ 26,621.35	\$ 26,621.35	-	\$ -	1.00	\$ 26,621.35	\$ 26,621.35	100%	\$ -
TOTAL CHANGE ORDER 5					\$ 26,621.35				\$ 26,621.35	\$ 26,621.35	100%	\$ -
1	Briarforest Sidewalk 300Lf	LS	1	\$ 20,057.44	\$ 20,057.44	-	\$ -		\$ -	\$ -		\$ 20,057.44
TOTAL CHANGE ORDER 6					\$ 20,057.44				\$ -	\$ -	0%	\$ 20,057.44
1	Modify Driveway	LS	1	\$ 3,699.54	\$ 3,699.54	1.00	\$ 3,699.54		\$ -	\$ 3,699.54	100%	\$ -
TOTAL CHANGE ORDER 7					\$ 3,699.54				\$ 3,699.54	\$ 3,699.54	100%	\$ -
1	Cement Stabilized Subgrade	LS	1	\$ 6,535.00	\$ 6,535.00	1.00	\$ 6,535.00		\$ -	\$ 6,535.00	100%	\$ -
TOTAL CHANGE ORDER 8					\$ 6,535.00				\$ 6,535.00	\$ 6,535.00	100%	\$ -
1	Remove Existing Sidewalk	SY	17.33	\$ 21.00	\$ 363.93	-	\$ -	17.33	\$ 363.93	\$ 363.93	100%	\$ -
2	Additional Sidewalk	SY	17.33	\$ 89.00	\$ 1,542.37	-	\$ -	17.33	\$ 1,542.37	\$ 1,542.37	100%	\$ -
TOTAL CHANGE ORDER 9					\$ 1,906.30				\$ 1,906.30	\$ 1,906.30		\$ -
1	Remove Existing Sidewalk	SY	15.55	\$ 17.00	\$ 264.35	-	\$ -		\$ -	\$ -		\$ 264.35
2	Additional Sidewalk	LF	79	\$ 2.00	\$ 158.00	-	\$ -		\$ -	\$ -		\$ 158.00
3	Remove Existing Sidewalk	SY	141.77	\$ 9.00	\$ 1,275.93	-	\$ -		\$ -	\$ -		\$ 1,275.93
4	Additional Sidewalk	SY	141.77	\$ 78.00	\$ 11,058.06	-	\$ -		\$ -	\$ -		\$ 11,058.06

Item	Description	UNIT	QTY	UNIT Price	Contract Price	WORK COMPLETED				Total to Date	% Finish	Balance to Finish
						PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	THIS PERIOD			
5	Remove Existing Sidewalk	SY	141.77	35.00	\$ 4,961.95		\$ -		\$ -	\$ -		\$ 4,961.95
6	Additional Sidewalk	LF	79	9.00	\$ 711.00		\$ -		\$ -	\$ -		\$ 711.00
7	Remove Existing Sidewalk	SY	15.55	208.00	\$ 3,234.40		\$ -		\$ -	\$ -		\$ 3,234.40
TOTAL CHANGE ORDER 10									\$ -	\$ -		\$ 21,663.69
TOTAL CHANGE ORDERS									\$ 28,527.65	\$ 58,671.70		\$ 41,721.13
CURRENT CONTRACT AMOUNT									\$ 104,199.95	\$ 1,017,795.68	92%	\$ 88,992.15

Installed This Period	\$ - 104,199.95
Retainage this Period	\$ - 10,420.00
Total Amt of Contract with Add'l Items	\$ 1,106,787.83
Total Installed to Date	\$ 1,017,795.68
Less Retainage 10%	\$ 101,779.57
Total Amount Less Retainage	\$ 916,016.12
Invoiced to Date	\$ 828,266.16
Total Payment Due this Estimate	\$ 87,749.96

PARTIAL WAIVER AND RELEASE

THE STATE OF TEXAS
COUNTY OF Brazoria

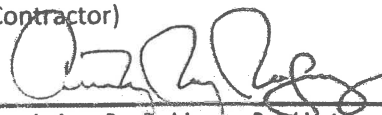
The undersigned contracted with MetroCity, LLC to furnish Labor, Materials, and Incidental Items in connection with certain improvements to real property located in Harris County, Texas, and owned by which improvements are described as follows:

Owner: City of Bunker Hill Village
Job Name: Chapel Belle Lane and Tamerlaine Drive
Job Number: 8089

In consideration of Pay Estimate No. 8 in the amount of **Eighty-Seven Thousand Seven Hundred Forty-Nine and Ninety-Six (\$87,749.96)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or material furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bills for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid (with the exception of the attached invoice) and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements therein, Undersigned will obtain a settlement of such lien or liens a proper release thereof shall be obtained.

(Contractor)

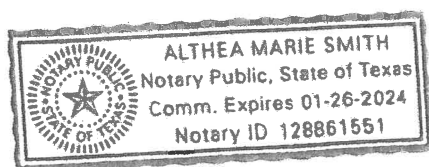


By: Anthony Ray Rodriguez - President

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Ray Rodriguez known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 11th day of **October 2022**

MY COMMISSION EXPIRES:




NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

AFFIDAVIT OF BILLS PAID

THE STATE OF TEXAS
COUNTY OF Brazoria

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Rodriguez. Party to that certain Contract entered on the 2nd day of February 2022, between City of Bunker Hill Village (Owner) and MetroCity, LLC (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:


Paving and Drainage Improvements for Chapel Bell and Tamerlaine Drive

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications, therefore.

Deponent further states he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above-described premises.

(Contractor)

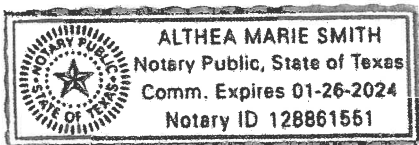

By: Anthony Ray Rodriguez - President

BEFORE ME, the undersigned authority, on this day personally appeared Anthony Ray Rodriguez known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of such corporation, for the purpose of consideration therein expressed and, in the capacity, therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 11th day of October 2022

MY COMMISSION EXPIRES:


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



ARCHITECTURE
 ENGINEERING
 INTERIORS
 PLANNING



September 29, 2022

Project No: R1005980.00

Invoice No: 10057056

Karen Glynn
 City Administrator
 Bunker Hill Village
 11977 Memorial Drive
 Bunker Hill Village, TX 77024

Project R1005980.00 Bunker Hill Village - Municipal Facilities

Professional Services from August 1, 2022 to August 31, 2022

Phase 00 Concept Services
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Elevation Studies	1,500.00	100.00	1,500.00	1,500.00	0.00
Concept Design	11,500.00	100.00	11,500.00	11,500.00	0.00
Schematic Design	15,000.00	100.00	15,000.00	15,000.00	0.00
Design Development	20,000.00	100.00	20,000.00	20,000.00	0.00
Construction Documents	40,000.00	100.00	40,000.00	40,000.00	0.00
Bid/Permit	5,000.00	100.00	5,000.00	5,000.00	0.00
Construction Administration	20,000.00	20.00	4,000.00	2,000.00	2,000.00
Total Fee	113,000.00		97,000.00	95,000.00	2,000.00

Total Fee 2,000.00

Total this Phase \$2,000.00

Total this Invoice \$2,000.00

Outstanding Invoices

Number	Date	Balance
10056375	7/13/2022	2,500.00
10056625	8/19/2022	1,000.00
Total		3,500.00

06-9191 35%
 07-9191 65%

Approval _____

Remit to:
 3131 Briarpark Dr., Suite 200
 Houston, TX 77042

Contact Accounting Department with any Questions
 T 713 622 1444

CLARK CONDON

10401 STELLA LINK ROAD
HOUSTON, TEXAS 77025

phon: 713.871.1414 fax 713.871.0888

CLARKCONDON.COM

Karen Glynn
City of Bunker Hill Village
11977 Memorial Drive
Houston, TX

Date: July 31, 2022
Invoice number: 49733
Project Number: 122-093

Bunker Hill Village Well Site (Confidential)

Professional Services for the Period: 7/1/2022 to 7/31/2022

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design	\$3,000.00	52.50	\$1,575.00	\$0.00	\$1,575.00
Construction Documents	\$3,500.00	0.00	\$0.00	\$0.00	\$0.00
Construction Phase Services	\$1,500.00	0.00	\$0.00	\$0.00	\$0.00
	<u>\$8,000.00</u>	19.69	\$1,575.00	\$0.00	\$1,575.00
Reimbursables					
Miles					\$22.50
			Expense Fee		\$3.38
			Total Reimbursables		<u>\$25.88</u>
			TOTAL AMOUNT DUE		<u><u>\$1,600.88</u></u>

16-9053
6410

OK# 98771
Issued 8/5/2022

has not been cash

Public Admin Consulting
 229 East Palm Street #513
 Bellville, TX 77418
 (281) 352-6729
 dw@publicadminconsulting.com
 www.publicadminconsulting.com



BILL TO
 Ms. Karen Glynn P.E.
 11977 Memorial Dr
 Houston, TX 77024
 Via (invoice@bunkerhilltx.gov)

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
PAC City Admin 102	10/17/2022	\$4,500.00	11/16/2022	Net 30	

DATE	ACCOUNT SUMMARY	TOTAL DUE
09/16/2022	Balance Forward	4,500.00
	Other payments and credits after 09/16/2022 through 10/16/2022	-4,500.00
10/17/2022	Other invoices from this date	0.00
	New charges (details below)	4,500.00
	Total Amount Due	4,500.00

DATE	PROJECT NAME	PROJECT NAME	TOTAL DUE
08/16/2022	Executive Recruitment	Recruitment Process for City Administrator	4,500.00

Invoice for services performed under agreement approved by City Council on August 16, 2022.

TOTAL OF NEW CHARGES 4,500.00
BALANCE DUE **\$4,500.00**

V-00682

01-7503 - 4500

**INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND
THE CITY OF BUNKER HILL VILLAGE**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Sheriff’s Office (the “Sheriff”), and The City of Bunker Hill Village (“City”). The County and City may be referred to collectively as the “Parties” or individually as a “Party.”

SCOPE OF SERVICES

- A) Sheriff shall house, support, maintain, and confine or detain City prisoners in any of the Harris County Jails (the “Services”).

“City prisoner” means any person at least 17 years of age who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City.

- B) Each Party shall comply and assure compliance by each Party’s agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

CITY RESPONSIBILITIES

- A) City shall provide City Police Officers to perform services under this Agreement.

“City police officer” means a police officer of City, a marshal of City, a peace officer commissioned by City, or any other person employed by City who is a peace officer under the laws of the State of Texas.

- B) City acting by and through its City police officers shall be responsible for the presentment and discharge of a City Prisoner until the Sheriff accepts and confines the prisoner to the County Jail.
- C) City shall provide appropriate paperwork for presentment and discharge of a City Prisoner.
- D) A City police officer may present a City prisoner to Sheriff at the County Jail with the following paperwork issued by a magistrate:
 - 1) a pretrial arrest warrant or capias,
 - 2) a post-conviction commitment or decree, or
 - 3) other order of detention.
- E) A City police officer may present a City prisoner to Sheriff for temporary detention at the County

Jail with either an Instanter Warrant, or a Certification of Charges filed.

- F) If City makes arrangements to take back custody of that City prisoner for presentment to a magistrate for a probable cause hearing and a review of charges as soon as possible within twenty-four (24) hours after that City prisoner is detained by Sheriff in the County Jail, Sheriff may accept the City prisoner for temporary detention
- G) City shall make arrangements to try or release such detained City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151.
- H) A City prisoner shall be the sole responsibility of City and the City police officers having custody of the prisoner until Sheriff accepts and confines the prisoner to the County Jail.

COUNTY RESPONSIBILITIES

- A) If Sheriff accepts the City prisoner for confinement in the County Jail, Sheriff shall assume responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when Sheriff accepts the City prisoner for confinement in the County Jail and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement.
- B) Sheriff shall provide Services to City at the following locations:
 - (i) 701 N. San Jacinto,
 - (ii) 1201 Commerce,
 - (iii) 1200 Baker St.,
 - (iv) 1307 Baker St., and
 - (v) 700 N. San Jacinto Houston, Texas (collectively referred to as the “County Jail”).
- C) Sheriff shall provide the work, products, services, licenses and/or deliverables required to be provided by Sheriff and as set out in the Agreement.
- D) Except as otherwise provided in this Agreement, City and County agree that once a City prisoner is accepted and committed to the County Jail, Sheriff shall only release the City prisoner when the discharge of the City prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.
- E) Nothing herein shall create any obligation upon the Sheriff to house City Prisoners where the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff’s opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility.
- F) If the Sheriff determines, at any time, that a condition exists necessitating the removal of City Prisoner, or any specified number thereof, City shall, upon notice by the Sheriff or County, immediately remove the prisoner from the facility.

- G) Further, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America, nor compels Sheriff to detain, accept or admit a City prisoner.

MEDICAL FACILITY CARE

- A) Sheriff, at its sole option, may choose NOT to accept a City prisoner when in Sheriff's opinion 1) the City prisoner appears ill or injured, or 2) the City prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance considerations shall be final and binding on the Parties to this Agreement.
- B) Sheriff shall determine whether the City prisoner should be transported to a hospital for medical treatment, upon presentation of any City prisoner at the County Jail.
- C) Sheriff, at its own discretion, may refuse to accept or detain an injured or ill City prisoner when medical attention is necessary before confinement.
- D) If Sheriff determines, at any time or for whatever reason, that a City prisoner must be sent to a hospital or other medical facility that is not part of the County jail, Sheriff shall notify City (which may be by phone), and City shall immediately make arrangements for appropriate City personnel to go to the medical facility to take custody of the City prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City prisoner.
- E) City agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by Sheriff.
- F) County shall not charge City during the period that the City prisoner is in custody of City and not in the County jail.

TERM OF AGREEMENT

- A) The term of this Agreement shall commence upon final execution, and shall continue and remain in effect until one (1) year later, unless earlier terminated in accordance with this Agreement.
- B) At the County's option, this Agreement may be renewed for three (3) additional consecutive one-year periods (each a "Renewal Term").

TERMS OF PAYMENT

- A) No later than the thirtieth (30th) day from the last day of each calendar month, Sheriff shall submit to the City Secretary a sworn invoice for Services rendered during that month, and shall send two (2) copies of said invoice to the City. All invoices MUST be submitted either by email to: kglynn@bunkerhilltx.gov or by mail to the City Secretary, located at 11977 Memorial Drive Houston, TX 77024-6231
- B) Each invoice shall be in a form acceptable to the City Secretary and at a minimum, include such detail as may be requested by the City Secretary for verification purposes, including but not limited

to, the dates inmates were housed with the Sheriff; the number of inmates housed each day; the daily cost per inmate and the total daily cost, and a total monthly cost for the Services.

- C) The City shall pay each approved invoice in accordance with the laws of the State of Texas.
- D) Further, Sheriff agrees to maintain, for a period of six (6) years, detailed records identifying each individual performing the Services, the date or dates the Services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the City for verification purposes.

COMPENSATION

- A) The per diem rate for detention services under this agreement is One Hundred Two and 00/100 Dollars (\$102.00) per day. This rate covers one inmate per day. City shall only contract the detention services under this agreement as needed, and as qualified inmates are identified through the classification process.

“Day” means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is detained by Sheriff or accepted in the County Jail and released the same day, the duration of this confinement shall be calculated and billed as one full day.

- B) Employees of the Sheriff providing Services to City shall be and remain employees of the Sheriff, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these Services.
- C) Employees of City providing services shall be and remain employees of City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these services by City.

TERMINATION

- A) Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party.
- B) Upon receipt of termination notice, City shall immediately send a City police officer or officers to take custody of any City prisoners at County facilities. Sheriff shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C) Within thirty (30) days after receipt of notice of termination, Sheriff agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The City agrees to pay County that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure* Event”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

NOTICE

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or 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 the County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To City: City of Bunker Hill Village
11977 Memorial Drive
Houston, Texas 77024-6231
Email: kglynn@bunkerhilltx.gov
Attn: Karen Glynn
City Secretary

To the County: Harris County Sheriff’s Office
1200 Baker St.
Houston, Texas 77002
Attn: Sheriff Ed Gonzalez

Copy to: Harris County Purchasing
1001 Preston Suite 670
Houston, Texas 77002

B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

CIVIL LIABILITY

In accordance with Tex. Gov’t Code § 791.006(b), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any Services provided under this Agreement. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Tex. Civ.Prac. & Rem Code, or other law. Notwithstanding any other language in this Agreement,

nothing in this Agreement shall create a joint enterprise for the purpose of assigning or determining liability.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) 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.
- B) 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.
- C) 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.

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.

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.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (“HIPAA”)

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“HHS”); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the “Privacy and Security Requirements”).

- A) Definitions.
 - i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).

- ii) Protected Health Information (“PHI”) is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the City.
- iii) Electronic Protected Health Information (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
- iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B) General.

- i) County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV’T CODE ANN. §§ 552.001 *et seq.*, as amended.
- ii) County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities’ laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County’s own expense.
- iii) County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County’s services to the City. Compliance with this paragraph is at County’s own expense.
- iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.

C) Representation. County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

- D) Business Associate. County is a “Business Associate” of the City as that term is defined under the Privacy and Security Requirements.
- i) Nondisclosure of PHI. County agrees not to use or disclose PHI received from or on behalf of the City or created, compiled, or used by County pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.
 - ii) Limitation on Further Use or Disclosure. County agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the City, or if either County or the City is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.
 - iii) Safeguarding PHI. County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.
 - iv) Safeguarding EPHI. County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:
 - a) Encryption of EPHI that County stores and transmits;
 - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
 - c) Use of updated antivirus software;
 - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
 - e) Conduct of periodic security training.
 - v) Reporting Security Incidents. County agrees to report to the City any Security Incident immediately upon becoming aware of such. County further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:

- a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;
- b) a reproduction of the PHI or EPHI involved in the Security Incident; and
- c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify the City in writing of the conditions that make reproduction infeasible and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

County agrees that the City will review all Security Incidents reported by County and the City, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

- a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident;
 - b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals; and
 - c) providing notice of the Security Incident, as required by law, to the Secretary of the HHS.
- vi) EPHI and Subcontractors. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI.
 - vii) Subcontractors and Agents. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect the PHI or EPHI. County shall require any subcontractor or agent to whom County provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this

Agreement, to agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. Additionally, County agrees and understands that no PHI or EPHI shall be sent, distributed, stored, made available to, or in any way accessed by any agent or subcontractor located outside of the United States.

- viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.
- ix) Mitigation. County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.
- x) Notice – Access by Individual. County agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual’s PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual’s PHI. Upon request by the City, County agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.
- xi) Notice – Request for Amendment. County agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual’s PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the City to request an amendment of the individual’s PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.
- xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual’s PHI or EPHI, County agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual’s PHI or EPHI. County agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain

disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

- xiii) HHS Inspection. Upon written request, County agrees to make available to HHS or its designee, County's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City, in a time or manner designated by HHS for purposes of HHS determining the City's compliance with the Privacy and Security Requirements.
- xiv) City Inspection. Upon written request, County agrees to make available to the City and its duly authorized representatives during normal business hours County's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.
- xv) PHI or EPHI Amendment. County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this Agreement when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.
- xvi) Documentation of Disclosures. County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.
- xvii) Termination Procedures. Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:

- a) to notify the City of the conditions that make transfer or destruction infeasible;
 - b) to extend the protections of this Article to such PHI or EPHI; and
 - c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.
- xviii) Notice – Termination. Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.
- E) Survival of Privacy Provisions. County’s obligations with regard to PHI and EPHI shall survive termination of this Agreement.
- F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.
- G) **Indemnification. To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City, Harris County and its officers, employees, and agents (individually and collectively “Indemnitees”) against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**
- i) **a breach of this Agreement relating to the Privacy and Security Requirements by County; or**
 - ii) **any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**
- H) This Article survives the termination of the Agreement and expires six (6) years after its termination.

NO THIRD-PARTY BENEFICIARIES

The County is not obligated or liable to any party other than City 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 in any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

CONTRACT CONSTRUCTION

- A) 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 authorize this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

WAIVER OF BREACH

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

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.

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.

TEXAS PUBLIC INFORMATION ACT

- A) Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Public Information Act.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions,

and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects City's rights, title to, or interest in any information or data or a part thereof, furnished to the County by City under this Agreement, then the County will promptly notify City of such request. City may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. City affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

RECITALS

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

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 including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

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.

WARRANTY

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

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, 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 City for any purpose. The City, 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.

HARRIS COUNTY

CITY OF BUNKER HILL VILLAGE

By: _____
Lina Hidalgo
Harris County Judge

By: _____
Robert P. Lord
Mayor

APPROVED AS TO FORM:

ACKNOWLEDGED BY:

Christian D. Menefee
Harris County Attorney

Karen Glynn
City Secretary

By: _____
Philip Berzins
Assistant County Attorney
CA File No: 22GEN3469

ATTEST BY:

Ed Gonzalez
Sheriff
Harris County Sheriff's Office

ORDER OF COMMISSIONERS COURT

Authorizing Interlocal Agreement with the City of Bunker Hill Village

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
WITH THE CITY OF BUNKER HILL VILLAGE
FOR CITY PRISONER DETENTION AND HOUSING**

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. Tom S. Ramsey, P.E.	<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 adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between the City of Bunker Hill Village for city prisoner detention and housing at no cost to the County. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
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.