

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 15, 2022

Agenda Item Number: XIV

Subject/Proceeding: TMRS 20 Years of Credited Service Retirement Benefit

Hold Public Hearing

Action on Ordinance No. 22-591

Exhibits: **ORDINANCE NO. 22-591 AFFECTING PARTICIPATION OF CITY EMPLOYEES AS MEMBERS IN THE TMRS AND AUTHORIZE A SERVICE RETIREMENT BENEFIT IF A MEMBER HAS AT LEAST 20 YEARS OF SERVICE.**

Approval(s): Karen Glynn, City Administrator
Susan Grass, Finance Director

Budget: *Propose Budget Adjustment is already funded in 2023 Budget*

Executive Summary

The City's TMRS plan currently offers a service retirement benefit if a member has at least 25 years of service. This Ordinance is affecting participation of a City Employee as a member in the TMRS and authorized a service retirement benefit if a member has at least 20 years of service.

The Memorial Village Police Department approved a change from 25 years to 20 years of service during their budget process in May 2022. This change will follow the MVPD process for the City.

TMRS requires the City hold a public hearing and approve the change by Ordinance.



November 10, 2022

Susan Grass
Finance Manager
Bunker Hill Village
11977 Memorial Dr.
Houston, TX 77024

Via Email

Re: 20 Year Any Age Retirement

Dear Ms. Grass,

With respect to your interest to adopt a 20 year any age service retirement, your city council must make this change by adopting an ordinance. For your convenience, we have enclosed a model ordinance that can be adopted by the city council to make this change.

TMRS has determined that the additional cost of adopting this benefit is 0.18% of the city's payroll. Therefore, if your city adopts the ordinance, your contribution rate beginning January 1, 2023 will be 10.42%.

Prior to adopting the ordinance, the TMRS Act (Texas Government Code, Chapters 851 - 855) requires that the city hold a public hearing pursuant to the notice provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551). Please have your city attorney review these and any other related necessary actions.

When the ordinance is adopted, please send a copy to Veronica Escobedo at vescobedo@tmrs.com.

If you have any questions about the ordinance or anything else, please contact me at 512-225-3760.

Sincerely,

A handwritten signature in black ink that reads "Leslee S. Hardy". The signature is written in a cursive style.

Leslee S. Hardy, ASA, FCA, EA, MAAA
Director of Plan Funding & Design

TEXAS MUNICIPAL RETIREMENT SYSTEM

P.O. Box 149153 • Austin, Texas 78714-9153

800-924-8677 • www.tmrs.com

ORDINANCE NO. 22-591

AN ORDINANCE AFFECTING PARTICIPATION OF CITY EMPLOYEES AS MEMBERS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM AND AUTHORIZING A SERVICE RETIREMENT BENEFIT IF A MEMBER HAS AT LEAST 20 YEARS OF CREDITED SERVICE AS PROVIDED IN THE TMRS ACT AND PRESCRIBING THE EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. Pursuant to the provisions of Section 854.202(g) of Subtitle G of Title 8, Texas Government Code, as amended (which Subtitle is referred to as the “TMRS Act”), the City of BUNKER HILL VILLAGE, Texas (“City”), adopts the following provisions affecting participation of its employees in the Texas Municipal Retirement System (“System”):

(a) Any member of the System who is or was an employee of the City is eligible to retire and receive a service retirement benefit if the member has at least 20 years of credited service in the System performed for one or more municipalities, including the City, that have adopted a like provision under TMRS Act §854.202(g).

(b) Prior to adopting this ordinance, the governing body of the City has: (1) prepared an actuarial analysis of member retirement annuities at 20 years of service; and (2) held a public hearing pursuant to the notice provisions of the Texas Open Meetings Act (Chapter 551, Texas Government Code).

(c) The retirement eligibility authorized by this ordinance shall be in addition to the plan provisions previously adopted by the City and in force at the effective date of this ordinance pursuant to the TMRS Act.

Section 2. This ordinance shall become effective on the **first day of January, 2023**, subject to delivery to TMRS by the 15th day of said month.

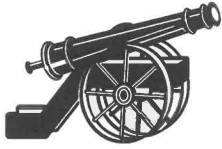
Passed and approved this the 15TH day of November 2022

APPROVED:

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, City Administrator / Acting City Secretary



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 15, 2022

Agenda Item Number: XV

Subject/Proceeding: Fee Schedule for Miscellaneous Fees for 2023

Exhibits: Resolution No. 11-15-2022 B – Redline
Resolution No. 11-15-2022 B clean

Approval(s): Steve Smith, Public Works Director/Building Official
Karen Glynn, City Administrator
Susan Grass, Finance Director

Budget: As proposed with the 2023 Budget

Executive Summary

On an annual basis, the City reviews and adopts, by resolution, a schedule for various fees. A complete review of development fees is in progress in which comparisons are being performed between various benchmark cities and the City of Bunker Hill. Several neighboring cities are contemplating changes in their development fees but no information is available at this time.

Staff has reviewed other areas of the fee schedule and there are some changes proposed at this time which are primarily clerical edits and are included in the referenced resolution. Staff expects to recommend development fee changes early in 2023. Staff recommends approval of this Resolution adopting the "City of Bunker Hill Village Fee Schedule for 2023."

EXHIBIT "A"
CITY OF BUNKER HILL VILLAGE
FEE SCHEDULE

Resolution ~~10-19-2021 B- 11-15-2022 B~~
To Be Effective Date: January 1, ~~2022~~ 2023

BUILDING/SWIMMING POOL PERMITS:

(Includes re-model and maintenance)

FEE per Square Foot

New Construction - Air Conditioned Space	\$1.35 MIN \$500.00
Remodel Interior - Air Conditioned Space	\$1.35 MIN \$500.00
	(S.F. of rooms remodeled)
Construction/Remodel Under Roof - Not Air Conditioned	\$ 0.70 MIN \$500.00
Swimming Pool	\$1.30 MIN \$500.00
	(S.F. of pool water surface area)

OTHER INSPECTIONS AND FEES:

PERMIT FEE WILL BE DOUBLE OR A MINIMUM OF \$300.00

WHEN WORK IS STARTED PRIOR TO OBTAINING A PERMIT

- | | |
|--|--|
| 1. Plan re-submittal fee for incomplete submissions | \$ 100.00 |
| 2. Reinspection fees assessed under provisions of Section 108.8 | \$ 65.00 per hour <u>per inspection</u> * |
| 3. Inspections for which no fee is specifically indicated (Minimum charge — ½ hour) | \$ 65.00 per hour <u>per inspection</u> * |
| 4. Drainage Review | \$ 1,000.00 |
| 5. Drainage Resubmittal Fee | \$ 500.00 |
| 6. For use of outside consultants for plan-review and inspections, construction of public infrastructure, or both. | Actual costs** |

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

Demolition (Sewer Disconnect must be done first)	\$ 195.00
Sidewalks/Driveways	\$ 130.00
Patio	\$ 130.00
Culverts	\$ 195.00
Re-roof	\$ 65.00
Fence	\$ 65.00
House Moving	\$ 65.00 + Bond (\$1,000 per mile)
Foundation Repair	\$ 130.00
Fire Sprinkler	\$ 130.00
Re-inspection	\$ 65.00
Emergency Inspection	\$ 300.00
Re-issuance of revoked permit relating to construction activities	\$ 250.00

Sign Construction	\$ 65.00
Water Deposit Required on New Construction	\$ 500.00
Board of Adjustment Application	\$ 250.00 Each
Specific Use Application	\$ 1,000.00
Planning & Zoning <u>Subdivision</u> Application	\$ 1,000.00 (one lot) plus \$100/lot

ELECTRICAL PERMITS:

New/Remodel/Add-On	\$ 260.00
Remodel Existing	\$ 195.00
Swimming Pools	\$ 195.00
T-Pole	\$ 65.00
Meter Loop, Rebuild, Relocate	\$ 65.00
Outside Lighting	\$ 65.00
Electric Fence Gate	\$ 65.00
Reinspection	\$ 65.00
Miscellaneous	\$ 65.00

MECHANICAL – A/C & HEATING PERMITS:

New/Remodel/Add-On	\$ 260.00
Remodel Existing	\$ 195.00
Replacing A/C or Heat	\$ 65.00 (same size & location)
Re-inspection	\$ 65.00

PLUMBING PERMITS:

New/Remodel/Add-On	\$ 325.00
Remodel Existing	\$ 195.00
Swimming Pools/Gas Line	\$ 260.00
New Water Meter Inspection	\$ 65.00
Sewer Tap Inspection	\$ 65.00
Sewer Disconnect	\$ 65.00
Sewer Re-Route	\$ 65.00
Gas Turn on	\$ 65.00
Annual Gas Test	\$ 65.00
Irrigation/Sprinklers	\$ 65.00

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|-----------|---|
| 1) | Backflow prevention device must be certified. |
| 2) | Only requires a final inspection. |
| 3) | Leave open where it ties into water system for inspection. |

Water Meters (to be installed by a registered plumber at builder's cost)

1 inch meter	\$1,680.00
1½ inch meter	\$2,600.00
2 inch meter	\$2,710.00

Charges for larger water meters will be based on actual cost of installation

Sewer Service Availability	\$ 450.00
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(Additional charges may be added after review by Public Works Department)

Water Heater	\$ 65.00 (1 Inspection)
Area Drains (requires plan review)	\$ 65.00 (1 Inspection)
Re-inspection	\$ 65.00
Miscellaneous	\$ 65.00

TELECOMMUNICATIONS SERVICE AND WIRELESS NETWORK PROVIDERS PERMIT FEES AND PUBLIC RIGHTS-OF-WAY RENTAL RATES:

Rights-of-way fee. The permit holder shall pay to the City a rights-of-way fee that is calculated in accordance with Chapter 283 of the Texas Local Government Code, or the table below, as applicable. The rights-of-way fee for access lines shall be as proscribed by Chapter 283 of the Texas Local Government Code and calculated by the Texas Public Utilities Commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	\$500 for first 5 nodes, \$250 for each additional node	\$28 per month per node ^{1 4}
Network Nodes	\$500 for first 5 nodes, \$250 for each additional node	\$250 per year per node ^{2 3}
Node Support Poles	\$1000 per pole	\$250 per year per pole ²

¹ Unless equal or greater amount is paid under Chapter 283 of the Local Government Code or Chapter 66 of the Utility Code.

² As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index .The City shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

³ Collocated network nodes on City service poles shall also pay an annual collocation fee at a rate not greater than \$20 per year per service pole.

⁴ A network provider may not install its own transport facilities unless the provider: (i) has a permit to use the public right-of-way; and (ii) pays to the City a monthly public right-of-way rate for transport facilities in an amount equal to \$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the City exceeds its monthly aggregate per-node compensation to the City. A network provider that wants to connect a network node to the network using the public right-of-way may: (i) install its own transport facilities as provided in this section; or (ii) obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the City.

(c) *Annexation and disannexation.* For the purpose of compensating the City under this Chapter, a user shall start including or excluding facilities within an annexed or disannexed area within thirty (30) days of written notice by the City to the user of the annexation or disannexation.

(d) *Timing of line fee payment.* Permit holder shall remit the rights-of-way fees on an annual basis, unless otherwise proscribed by Chapter 283 of the Texas Local Government Code. Unless otherwise mandated by state law, the payment of rights-of-way fees shall be due on January 31st of each year following the year in which a construction permit fee and prorated rights-of-way fee was paid, and each subsequent year until (i) the facilities are removed from the right-of-way and written notice provided to the City, or (ii) the facilities are no longer owned by the permit holder and written notice of the new owner’s name, address, and phone number are provided to the City.

MISCELLANEOUS PERMITS & FEES:

Drilling and Operation of Water Wells Application	\$ 5,000.00
Application for Excavation Permit	\$ 65.00 + \$5,000 Bond
Excavation Inspection Fee	\$ 65.00
Utility Reconnect Fee	\$ 50.00
Utility Deposit for non-property owners	\$ 500.00
Return Check/Bank Draft	\$ 35.00
Recycle Cart Change Out Fee	\$ 25.00
Event Permit	\$ 50.00 + Liability Insurance

ANIMAL CONTROL

Impounding Fee- Dog or Cat	\$ 50.00
Fee per day for impoundment-Dog or Cat	\$ 10.00

ALARMS

False Alarms – Police Department	
Each response after 5 during any 12 mo period	\$ 50.00
False Alarms – Fire Department	
Each response after 5 during any 12 mo period	\$ 200.00

SOLICITORS

Solicitor's Registration (After approved by MVPD)	\$ 25.00 Each
Up to five (5) ID cards	
Additional or Replacement ID Cards	\$ 5.00 Each

DEDICATION OF TREES AND BENCHES

Tree (30 gallon)	\$ 700.00
Tree (45 gallon)	\$ 900.00
Bench	\$ 1,200.00

VACANT PROPERTY REGISTRATION

Year 1 Initial Registration	\$ 500.00
Year 1A-COVID	\$ 500.00
Year 2 Re-Registration	\$ 1,000.00
Year 3 and Beyond Re-Registration	\$ 1,500.00

OFFSITE TREE REPLACEMENT PROGRAM

Fee per Tree	\$ 1,000.00
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Copies – Guidelines established by the General Services Commission rules
(Texas Administrative Code, Sections 111.61-111.70)

RESOLUTION NO. 11-15-2022 B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR PUBLIC SERVICES, INCLUDING THOSE RELATING TO DEVELOPMENT, BUILDING AND CONSTRUCTION, ELECTRICAL, PLUMBING, LICENSING AND REGISTRATIONS, REGULATORY INSPECTIONS, PERMITTING, APPLICATIONS, HEARINGS, AND OTHER MATTERS, EFFECTIVE JANUARY 1, 2023.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. That certain "**Schedule of Fees and Charges**," a true and correct copy of which is attached hereto as Exhibit "A" and for all things is made a part of this Resolution, is hereby in all things adopted. The fees set forth in said Exhibit "A" shall be applicable January 1, 2023.

Section 2. All resolutions or parts of resolutions inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

PASSED, APPROVED, AND RESOLVED this 15th day of November, 2022.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

EXHIBIT "A"
CITY OF BUNKER HILL VILLAGE
FEE SCHEDULE

Resolution - 11-15-2022 B
To Be Effective Date: January 1, 2023

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(Includes re-model and maintenance)

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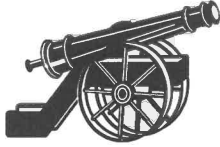
VACANT PROPERTY REGISTRATION

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Year 3 and Beyond Re-Registration	\$ 1,500.00

OFFSITE TREE REPLACEMENT PROGRAM

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(Texas Administrative Code, Sections 111.61-111.70)



CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

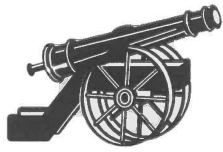
Agenda Request

Agenda Date:	November 15, 2022
Agenda Item Number:	XVI
Subject/Proceeding:	Calendar of Events for 2023
Exhibits:	2023 Holiday and Meeting Schedule
Approval(s):	Karen Glynn
Budget:	N/A

Executive Summary

Staff has reviewed the Calendar for 2023 and is proposing the attached Holiday and Meeting Schedule. This allows the Mayor and City Council and Staff to plan around these dates and events.

Staff recommends approval of the proposed calendar for meetings, holidays and noted events.



CITY OF BUNKER HILL VILLAGE 2023 Holiday and Meeting Schedule

Recommended Holiday Schedule

Friday, April 7, 2023	Good Friday
Monday, May 29, 2023	Memorial Day
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023	Labor Day
Thursday - Friday, November 23 & 24, 2023	Thanksgiving
Monday - Tuesday, December 25 & 26, 2023	Christmas Eve and Day (<i>Christmas Day is Monday</i>)
Monday, January 1, 2024	New Year's Day

A Floating Holiday is observed by each employee for their birthday

2023 Events

City Hall Closed <i>End of the year administration, filing and clean up</i>	Thursday & Friday, February 2-3, 2023
Villages Independence Day Celebration	Tuesday, July 4, 2023
Annual Holiday Party	Tuesday, December 12, 2023
Twinkle Light Parade	Thursday, December 14, 2023 <i>Pending SBISD 2023 Academic Calendar</i>

Possible Events and Dates to be Determined:

Annual State of the City Presentation – *Proposing April City Council Meeting*

Budget Meetings

2023 City Council Meetings

(3rd Tuesday of every month at 5:30 p.m.)

- ✓ Tuesday, January 17, 2023
 - ✓ Tuesday, February 21, 2023
 - ✓ Tuesday, March 21, 2023 *SBISD Spring Break is March 13 – 17, 2023*

 - ✓ Tuesday, April 18, 2023
 - ✓ Tuesday, May 16, 2023
 - ✓ Tuesday, June 20, 2023

 - Tuesday, July 18, 2023** *Recommend Cancelling July Meeting
Typically Cancel One Summer Meeting*

 - ✓ Tuesday, August 15, 2023
 - ✓ Tuesday, September 19, 2023
 - ✓ Tuesday, October 17, 2023
 - ✓ Tuesday, November 14, 2023 *Moved to accommodate Thanksgiving Holiday*

 - Tuesday, December 19, 2023** *Typically Cancel December Meeting*
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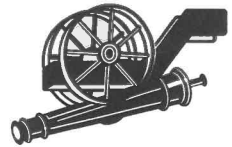
Recommended Change to the 2023 Meeting Calendar

A Preliminary Plat for this property was presented to the Planning and Zoning Commission on September 27, 2022. The Commission recommended that the platting process move forward to the next step with the submission of a Final Plat. A Final Plat was present to the Commission on October 25, 2022 and the Commission has recommended the plat for approval.

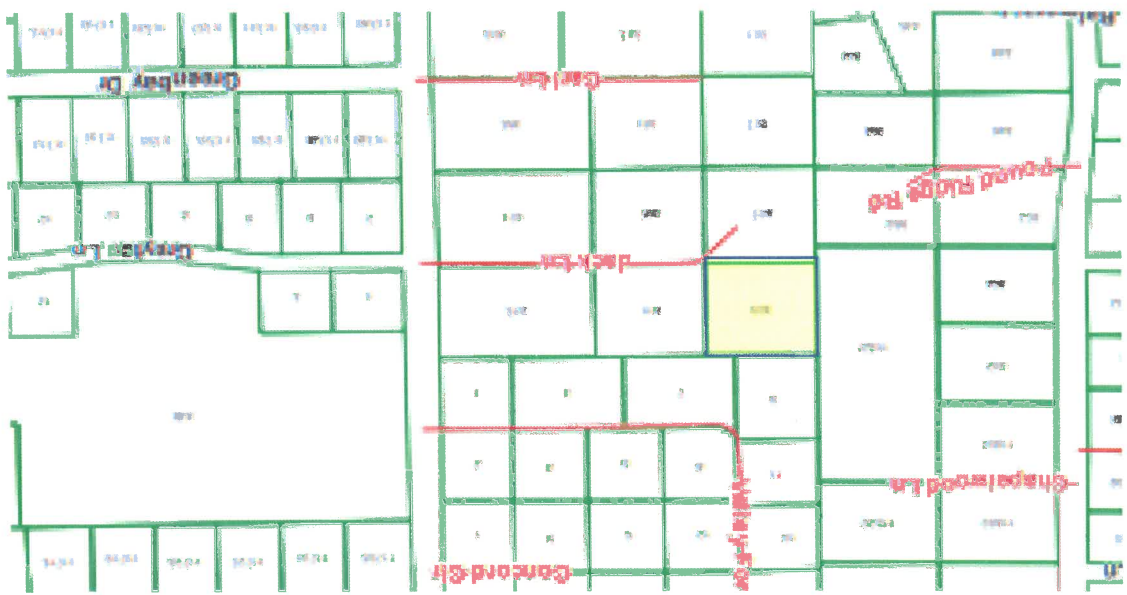
In review of the process, plans for construction of a new home at 409 Bunker Hill Road were submitted for review. During the plan review, it was found that no final plat was ever recorded with Harris County. The property does not qualify for a short form final plat as the property does not lie within an existing public street circulation. Jack Lane is considered as a private street; however, the street addressing for properties along Jack Lane has been set as Bunker Hill Road.

Staff, as well as the City's platting consultant, have reviewed the Final Plat and finds the plat meets all requirements of the City's Ordinances. The Planning and Zoning Commission and Staff recommend that Council approve the Final Plat for 409 Bunker Hill Road.

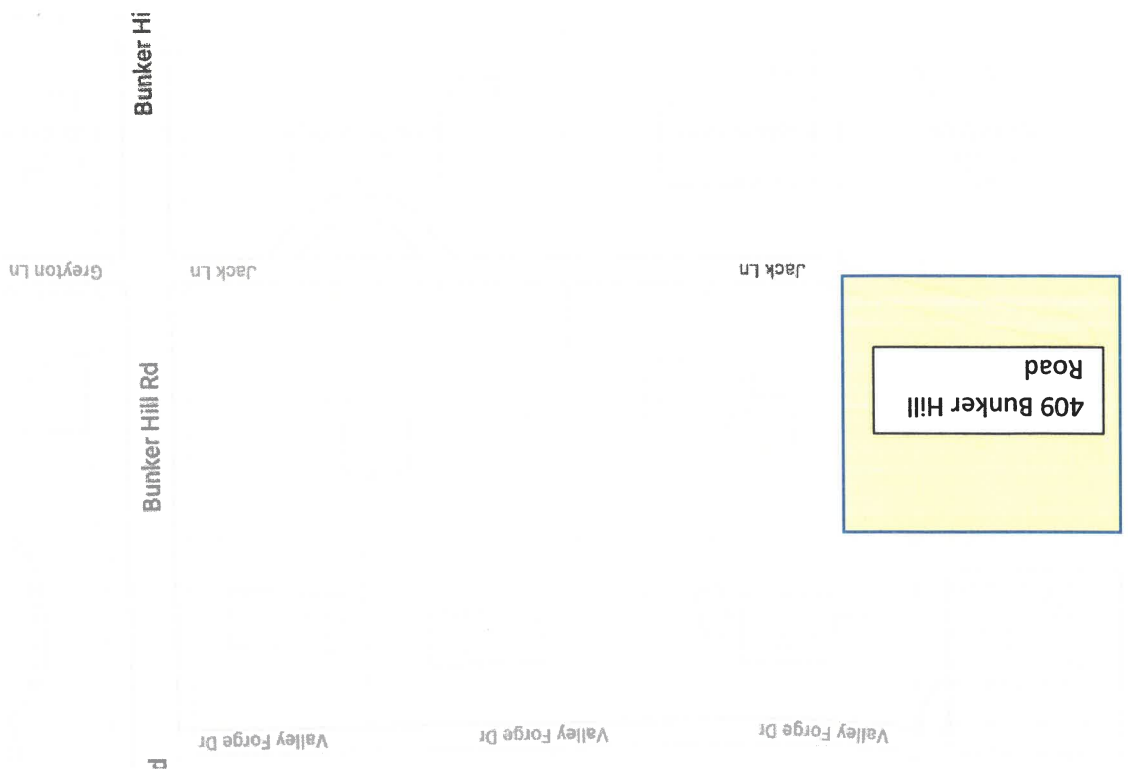
Executive Summary

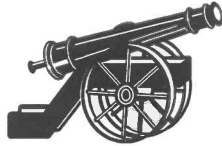
<p>CITY OF BUNKER HILL VILLAGE CITY COUNCIL Agenda Request</p>	
<p>Agenda Date: November 15, 2022</p>	<p>Agenda Item Number: XVIII</p>
<p>Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A FINAL PLAT FOR 409 BUNKER HILL ROAD AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION</p>	<p>Exhibits: Location Map Final Plat</p>
<p>Approval(s): Karen Glynn Steve Smith</p>	

409 Bunker Hill Road
Location Maps:
City Map



Google Maps





CITY OF BUNKER HILL VILLAGE

CITY COUNCIL

Agenda Request

Agenda Date:	November 15, 2022
Agenda Item Number:	XVIII & XIX
Subject/Proceeding:	CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 22-592 TO ABANDON A 30 FOOT RIGHT OF WAY AND ACCESS EASEMENT AND RESTORE THE RIGHT OF WAY AREA AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION CONSIDERATION AND POSSIBLE ACTION TO APPROVE A FINAL PLAT FOR 11718 WOOD LANE TO JOIN 11718 WOOD LANE AND 5 POWDERHORN AS RECOMMENDED BY THE PLANNING AND ZONING COMMISSION SUBJECT TO THE ABANDONMENT OF A 30 FOOT RIGHT OF WAY AND ACCESS EASEMENT
Exhibits:	Location Map & Area Exhibits Ordinance No. 22-592 Final Plat
Approval(s):	Karen Glynn, City Administrator Steve Smith, , Director of Public Works/ Building Official

Executive Summary

A Preliminary Plat for this property was presented to the Planning and Zoning Commission on September 27, 2022. The Commission recommended that the platting process move forward to the next step with the submission of a Final Plat. A Final Plat was present to the Commission on October 25, 2022 and the Commission has recommended the plat for approval with the recommendation for the abandonment of a 30 foot right of way and access easement across the two lots.

In review, the City received a request to plat 11718 Wood Lane and 5 Powderhorn Street as one residential lot fronting Wood Lane. The resulting address for the property would be 11718 Wood Lane. Staff and our consultant have met with the property representatives for the required planning meeting.

An existing Roadway Easement, further described as a 30 foot Right of Way and Easement, is located between the two existing lots. The City Right-of-Way/Roadway has never been used for roadway purposes but was required to provide access to 5 Powderhorn across a portion of 6 Powderhorn. This will need to be abandoned by City Council in order for the lots to be combined. The utility easement will remain for existing utilities which include a water line, wastewater line and storm sewer/drainage.

There is an existing driveway in the 30 foot right of way on 6 Powderhorn providing access to 5 Powderhorn that will need to be removed and the property restored before the abandonment is recorded. Staff has working to meet with the owner at 6 Powderhorn to share this information and explain the situation.

Staff, as well as the City's platting consultant, have reviewed the final plat and finds the plat meets all requirements of the City's Ordinances once the Right-of-Way is abandoned.

Predevelopment meetings with the applicant's representative have indicated that the main house will be planned for the existing 11718 Wood Lane lot and accessory structures are planned for the 5 Powderhorn Street lot. Staff shared that no structures may be located on the remaining easements.

Staff and the Planning and Zoning Commission recommends approval to Council of the right-of-way abandonment and restoration for 6 Powderhorn.

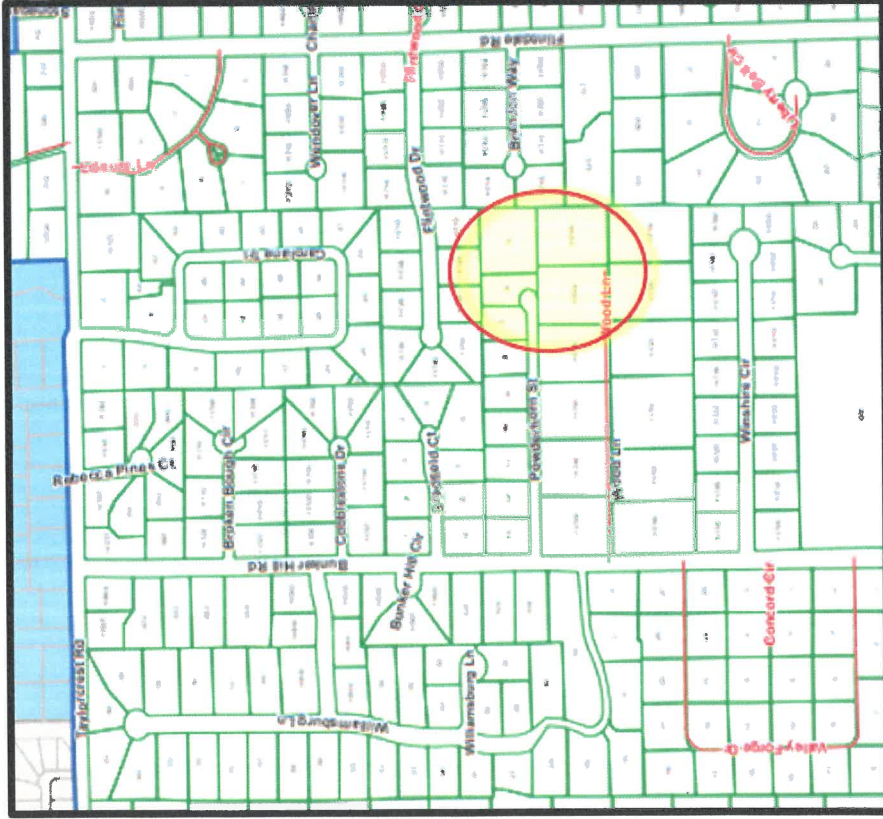
Subject to the right-of-way abandonment and restoration for 6 Powderhorn, Staff and the Planning and Zoning Commission recommends approval of the Final Plat.

Final Plat for 11718 Wood Lane

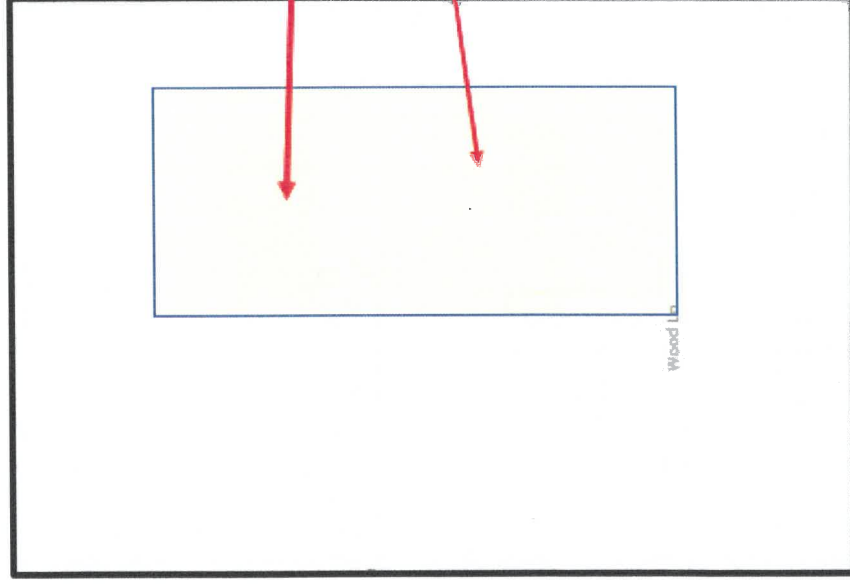
Joining 11718 Wood Lane and 5 Powderhorn

Location Maps:

City Map



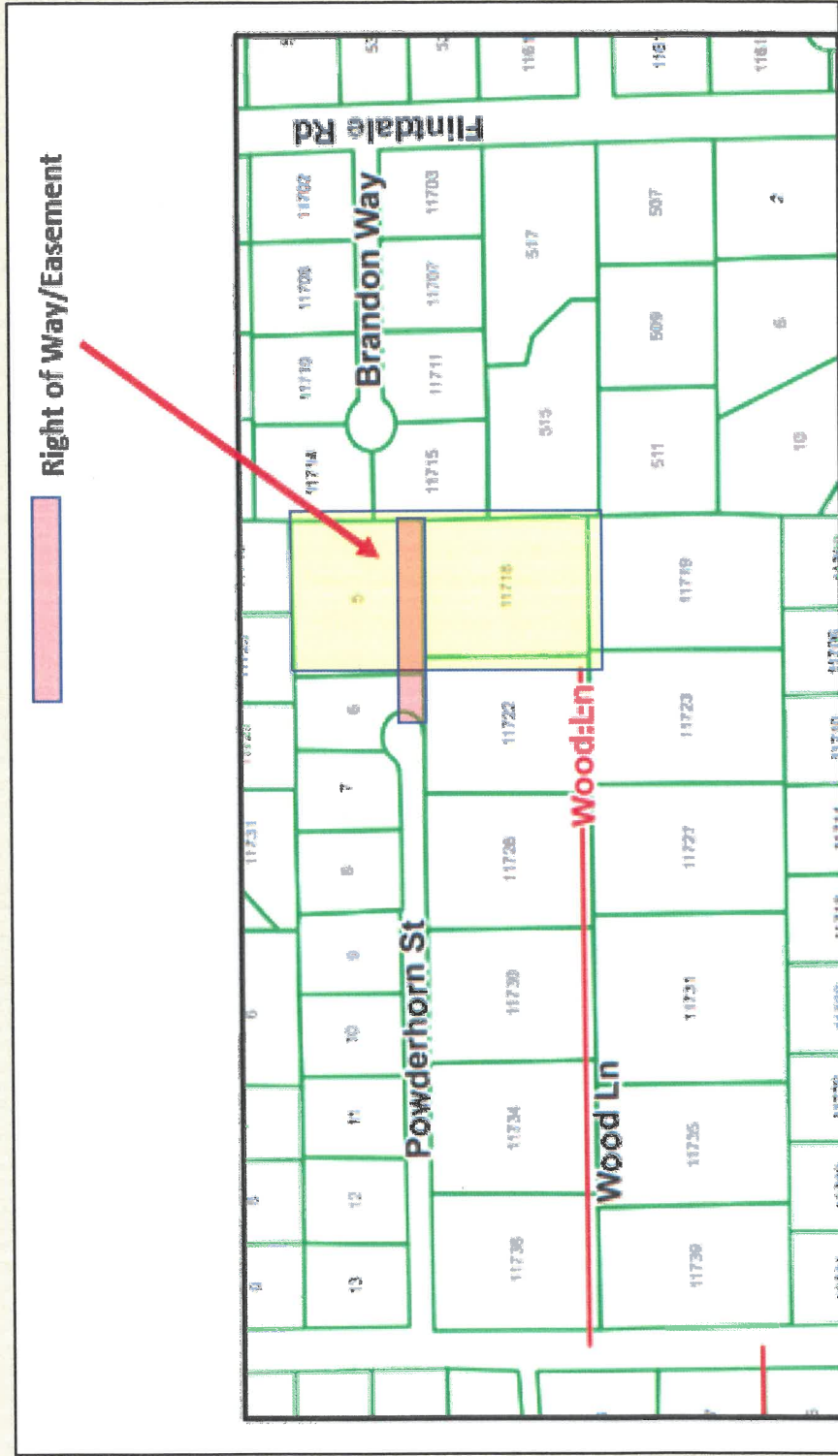
Google Maps



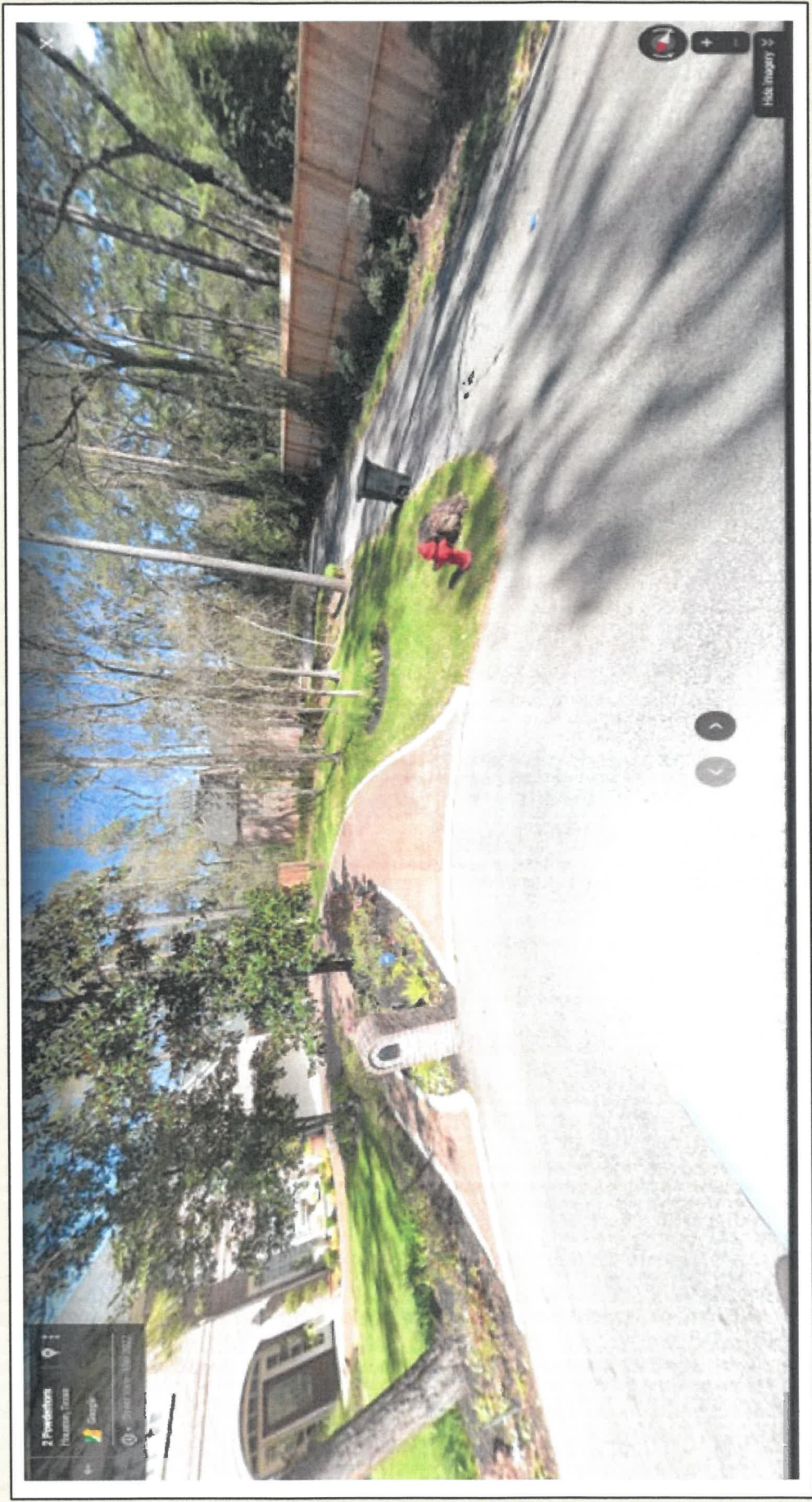
5 Powderhorn

11718 Wood Lane

11718 Wood Lane and 5 Powderhorn - Right of Way



Street View of 6 Powderhorn and Driveway Access to 5 Powderhorn



ORDINANCE NO. 22-592

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A PUBLIC RIGHT-OF-WAY, LOCATED IN THE JOHN D. TAYLOR SURVEY, ABSTRACT 72, HARRIS COUNTY TEXAS; VACATING AND ABANDONING SAID RIGHT-OF-WAY AND RETAINING A UTILITY AND DRAINAGE EASEMENT; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, A QUITCLAIM DEED CONVEYING PORTIONS OF RIGHT-OF-WAY WITHIN 5 POWDERHORN TO MICHAEL RYAN MCGRATH AND THE REMAINING PORTION IN 6 POWDERHORN TO JUAN & ESTHER FIDALGO PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Bunker Hill Village, Texas finds that public convenience and necessity no longer require the continued existence of the street right-of-way described below and that it should be vacated, abandoned and a utility and drainage easement retained; now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Bunker Hill Village, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of the street right-of-way described in Section 3 hereof.

Section 3. The street right-of-way, more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, located within the City of Bunker Hill Village, Harris

County, Texas, is hereby vacated, abandoned. The City retains, however, a utility and drainage easement in the location described in Exhibit “A.”

Section 4. The Mayor and City Secretary are hereby authorized to execute and attest, respectively, a quitclaim deed, conveying portions of Right of Way within 5 Powderhorn the hereinabove described abandoned street right-of-way to Michael Ryan McGrath in consideration for the payment to the City of fair market value therefor.

Section 5. The Mayor and City Secretary are hereby authorized to execute and attest, respectively, a quitclaim deed, conveying portions of Right of Way within 6 Powderhorn the hereinabove described abandoned street right-of-way to Juan & Esther Fidalgo in consideration for the payment to the City of fair market value therefor.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED AND ORDAINED on this the 18th day of October, 2022.

Robert Lord, Mayor

ATTEST:

Karen Glynn, Acting City Secretary

Exhibit A

PROBSTFELD & ASSOCIATES

PROFESSIONAL LAND SURVEYORS

515 PARK GROVE DRIVE, SUITE 102 ▲ KATY, TEXAS 77450 ▲ 281.829.0034 ▲ 281.829.0233 FAX

30' Right of Way Easement Abandonment # 5 Powderhorn Street & # 6 Powderhorn Street

A tract or parcel of land containing 0.1948 acres (8,487 square feet) located in the John D. Taylor Survey, Abstract 72, Harris County, Texas, and being out of and a part of that certain 5.63 acre tract of land conveyed to John H. Wooters as recorded in Volume 1045, Page 231 of the Deed Records of Harris County, Texas, said 0.1948 acre tract being a 30 right of way and easement as recorded in Volume 3127, Page 582, and Volume 1396, Page 733, both of the Deed Records of Harris County, Texas, and also being shown on the plats of Powderhorn Court Two, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 452136 of the Map Records of Harris County, Texas, and also on the plat of the Replat of Powderhorn Court, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Film Code No. 397100 of the Map Records of Harris County, Texas, said 0.1948 acre tract being the South thirty feet (S 30') of Lot 8 of Powderhorn Court Two, conveyed to Joan Fidalgo and Esther Fidalgo as recorded under Harris County Clerk's File No. V693822, together with the South thirty feet (S 30') of Tract 16H, conveyed to Michael R. McGrath as recorded under Harris County Clerk's File No. RP-2018-518257, said 0.1948 acre tract being more particularly described by metes and bounds as follows with bearings based on the monumented North right of way line of Wood Lane, a 50 foot roadway easement as recorded in Volume 2857, Page 64 of the Deed Records of Harris County, Texas;

COMMENCING at a point for corner being the intersection of the East right of way line of Bunker Hill Road, (60 feet in width as recorded in Volume 425, Page 73 of the Map Records of Harris County, Texas), and the South right of way line of Powderhorn Street, (40 feet in width as recorded in Film Code No.(s) 397100 and 452136, both of the Map Records of Harris County, Texas), said point for corner being the Northwest corner of the Resubdivision of the South ½ of the Mary Peters 31.25 acre tract of land as recorded in Volume 671, Page 172 of the Deed Records of Harris County, Texas, said point for corner also being the Northwest corner of that certain 1.21 acre tract of land called Tract 11 of Peters unrecorded, conveyed to Mac Haik and Sunny Sue Haik as recorded under Harris County Clerk's File No: S480275;

THENCE North 89 degrees 37 minutes 30 seconds East (call), along the said South right of way line of Powderhorn Street, a call distance of 848.93 feet to a point for corner being the most Southerly Southwest corner of said Lot 8 of Powderhorn Court Two, said point for corner being the beginning of a curve to the left in the cul de sac of Powderhorn Street, said point for corner also being the **POINT OF BEGINNING** and the Southwest corner of the herein described tract;

THENCE in a Northerly direction along the said South right of way line of Powderhorn Street, and along a Southwesterly line of said Lot 8 with said curve to the left having a radius of 35.00 feet, a central angle of 80 degrees 17 minutes 08 seconds, an arc length of 49.04 feet, a chord that bears North 48 degrees 41 minutes 48 seconds East, a distance of 45.13 feet to a point for corner being the Northwest corner of the herein described tract;

THENCE South 89 degrees 38 minutes 20 seconds East, 30 feet North of and parallel to the South line of said Lot 8, passing at 55.71 feet a point in the East line of said Lot 8, same being the West line of the McGrath Tract 16H, continuing for a total distance of 274.72 feet to a point for corner lying in the East line of said McGrath Tract 16H, same being the West line of that certain tract of land conveyed to Gregory L. Maag and Donna L. Maag as recorded under Harris County Clerk's File No. T450371, and being known as Lot 5 of Brandon Place, an addition in Harris County, Texas, according to the map or plat thereof as recorded in Volume 80, Page 63 of the Map Records of Harris County, Texas, said point for corner lying in the East line of said John H. Wooters 5.63 acre tract, said point for corner also being the Northeast corner of the herein described tract;

THENCE South 01 degrees 06 minutes 40 seconds West, (call South 00 degrees 10 minutes 15 seconds East), along the common line of said Lot 5 and Tract 16H, and with a portion of the East line of said John H. Wooters 5.63 acre tract, a distance of 30.00 feet to a found ½ inch iron rod with cap (P&A-4985) marking the Southeast corner of said McGrath Tract 16H, same being the Northeast corner of that certain 1.2125 acre tract of land known as Tract 6, conveyed to Michael R. McGrath as recorded under Harris County Clerk's File No. RP-2018-517465, a found ½ inch iron rod bears North 39 degrees 25 minutes 00 seconds East, a distance of 0.30 feet, said found ½ inch iron rod with cap marking the Southeast corner of said John H. Wooters 5.63 acre tract, same being the Northeast corner of the Resubdivision of the South one half of the Mary Peters 31.25 acre tract as recorded in Volume 671, Page 172 of the Deed Records of Harris County, Texas, said found ½ inch iron rod with cap also marking the Southeast corner of the herein described tract;

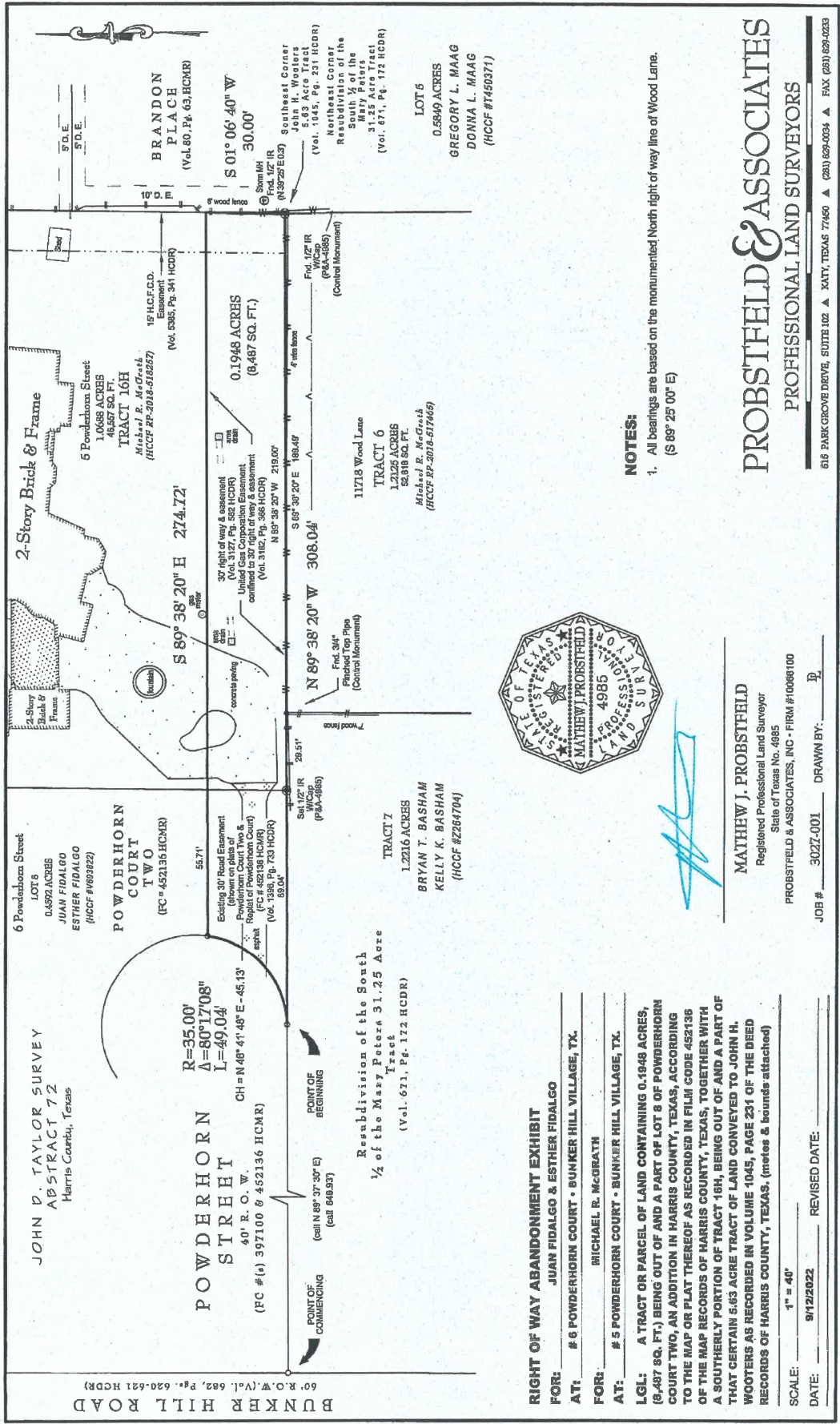
THENCE North 89 degrees 38 minutes 20 seconds West, along the common line of said Tract 16H and Tract 6, and with the common line of said John H. Wooters and Mary Peters tract, passing at 189.49 feet a found ¾ inch pinched top pipe marking the Northwest corner of said McGrath Tract 6, same being the Northeast corner of Tract 7, conveyed to Bryan T. Basham and Kelly K. Basham as recorded under Harris County Clerk's File No. Z264704, passing at 219.00 feet a set ½ inch iron rod with cap (P&A-4985) marking the Southwest corner of said McGrath Tract 16H, same being the Southeast corner of Lot 8 of Powderhorn Court Two, continuing for a total distance of 308.04 feet to the **POINT OF BEGINNING** and containing 0.1948 acres, (8,487 square feet), of land.



MATHEW J. PROBSTFELD
Registered Professional Land Surveyor
State of Texas No. 4985
September 12, 2022



This metes & bounds description was prepared from a survey prepared by Probstfeld & Associates, Inc., Firm # 10066100, dated 3/16/2022, job no. 3027-002.



NOTES:
 1. All bearings are based on the monumented North right of way line of Wood Lane.
 (\$ 89° 25' 00" E)



MATHEW J. PROBSTFELD
 Registered Professional Land Surveyor
 State of Texas No. 4985

PROBSTFELD & ASSOCIATES, INC. • FIRM # 00098100
 JOB # 3027-001 DRAWN BY: JD

RIGHT OF WAY ABANDONMENT EXHIBIT
FOR: JUAN FIDALGO & ESTHER FIDALGO
AT: # 6 POWDERHORN COURT • BUNKER HILL VILLAGE, TX.
FOR: MICHAEL R. MCCRATH
AT: # 5 POWDERHORN COURT • BUNKER HILL VILLAGE, TX.
LGL: A TRACT OR PARCEL OF LAND CONTAINING 0.1948 ACRES, (9,487 SQ. FT.) BEING OUT OF AND A PART OF LOT 8 OF POWDERHORN COURT TWO, AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN FILM CODE 452136 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, TOGETHER WITH A SOUTHERLY PORTION OF TRACT 16H, BEING OUT OF AND A PART OF THAT CERTAIN 5.65 ACRE TRACT OF LAND CONVEYED TO JOHN H. WOOTERS AS RECORDED IN VOLUME 1045, PAGE 231 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS. (metes & bounds attached)

SCALE: 1" = 40'
 DATE: 9/12/2022 REVISED DATE:

PROBSTFELD & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

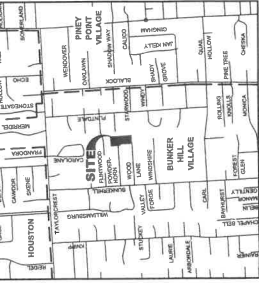
616 PARK CIRCLE DRIVE, SUITE 102 • XATY, TEXAS 77460 • (281) 899-0034 • FAX (281) 899-0233

BRANDON PLACE
 (Vol. 80, Pg. 63, HCMR)
 S 01° 06' 40" W 30.00'
 Southeast Corner
 John H. Wooters
 5.63 Acre Tract
 (Vol. 1045, Pg. 231 HCDR)
 Northeast Corner
 South ½ of the
 Resubdivision of the
 31.25 Acre Tract
 (Vol. 871, Pg. 172 HCDR)
 LOT 6
 0.6840 ACRES
 GREGORY L. MAAG
 DONNA L. MAAG
 (HCCF #1460371)

11718 Wood Lane
 TRACT 6
 1.226 ACRES
 52,818 SQ. FT.
 Michael E. McGrath
 (HCCF #2076-617469)
 0.1948 ACRES
 (9,487 SQ. FT.)
 15 H.C.F.C.D. Easement
 (Vol. 6385, Pg. 34 HCDR)
 5 Powderhorn Street
 1,0068 ACRES
 46,897 SQ. FT.
 TRACT 16H
 Michael E. McGrath
 (HCCF #2018-616267)
 2-Story Brick & Frame
 30' right of way & easement
 (Vol. 3127, Pg. 562 HCDR)
 United Gas Corporation Easement
 confined to 30' right of way & easement
 (Vol. 3162, Pg. 368 HCDR)
 N 89° 38' 20" W 219.00'
 S 89° 38' 20" E 188.49'
 Fnd. 1/2" IR (V.C.S.P. #14685)
 (Control Monument)
 Fnd. 3/4" Finished Top Pipe (Control Monument)

POWDERHORN COURT TWO
 (FC # 452136 HCMR)
 55.71'
 Existing 30' Road Easement
 (Shown on plat of Powderhorn Court Two & Resubdivision of the South ½ of the Mazy Peters 31.25 Acre Tract (FC # 452136 HCMR) (Vol. 1396, Pg. 733 HCDR) 89.04'
 S 89° 38' 20" W 308.04'
 N 89° 38' 20" W 219.00'
 S 89° 38' 20" E 188.49'
 Fnd. 1/2" IR (V.C.S.P. #14685) (Control Monument)
 Fnd. 3/4" Finished Top Pipe (Control Monument)
 TRACT 7
 1.2216 ACRES
 BRYAN T. BASHAM
 KELLY K. BASHAM
 (HCCF #2294704)
 Resubdivision of the South ½ of the Mazy Peters 31.25 Acre Tract (Vol. 671, Pg. 172 HCDR)

POWDERHORN STREET
 40' R. O. W.
 (FC # 452136 HCMR)
 CH = N 48° 41' 48" E - 45.13'
 R = 35.00'
 Δ = 80° 17' 08"
 L = 49.04'
 JOHN D. TAYLOR SURVEY
 ABSTRACT 72
 HARRIS COUNTY, TEXAS
 60' R.O.W. (Vol. 682, Pg. 630-631 HCDR)
 POINT OF COMMENCING (call N 88° 37' 30" E (call 846.957)
 POINT OF BEGINNING



**VICINITY MAP
KEY MAP 480P**

GENERAL NOTES & LEGEND

1. CLERK denotes HARRIS COUNTY DEED RECORDS.
2. H.C.C.F. denotes HARRIS COUNTY CLERK'S FILE NUMBER.
3. UTIL. EMT. OR U.E. denotes UTILITY EASEMENT.
4. B.L.D.C. LINE OR U.E. denotes BOUNDARY LINE OR UTILITY EASEMENT.
5. S.S.E. denotes SANITARY SEWER EASEMENT.
6. O.P.A.O.P.A. denotes OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
7. C. denotes CADDISFLY EASEMENT.
8. F. denotes FLOOD INSURANCE RATE.
9. F.I.R. denotes FLOOD INSURANCE RATE.
10. Subject Tract DOES NOT lie with the designated 100 year flood plain as shown on FEMA Flood Insurance Rate Map 48321C 0445, Dated 01/19/2007. (ZONE: X) (Shown by graphic plotting only)
11. Information on this plat was based on City Platted Lotter based by Aerialized Services of Houston, GPS 7/10-22-0964 with an effective date of October 3, 2022.
12. Lot subject to any and all zoning ordinances or proposed zoning ordinances of the City of Bunker Hill Village, Texas. Front, side and rear yard set back measurements as set forth under Article V of the City of Bunker Hill Village, Texas.
13. Subject to Agreement regarding water well and construction of a 2.2-inch water line or man hole in the 100 foot utility easement along the north line of said 6.66 acre tract, recorded in Volume 3184, Page 198 of the Deed Records of Harris County, Texas. City of Bunker Hill Village, add agreement being parallel to the East boundary line of the above 5.2-acre parcel, recorded in Volume 4096, Page 310 (2023050) of the Deed Records of Harris County, Texas. Subject to Partial Release recorded in Volume 4026, Page 202 (2023050) of the Deed Records of Harris County, Texas.
14. Subject to Release recorded in Volume 3961, Page 102 (2023045) of the Deed Records of Harris County, Texas.
15. 30' Right of Way Easement abutted by the City of Bunker Hill Village by Ordinance No. _____ as recorded under Harris County Clerk's File No. _____.

**FINAL PLAT OF
MCCRATH MANOR**

A SUBDIVISION BEING OUT AND PART OF 2.313 ACRES BEING THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 1.278 ACRES BEING KNOWN AS TRACT 6, IN THE REVISION OF THE SOUTH ORIGINAL OF THE DEDICATION OF BUNKER HILL VILLAGE ACRES AND BEING OUT AND A PART OF THAT CERTAIN 4.3 ACRES TRACT OF LAND CONVEYED TO JOHN H. WOOLTERS IN HARRIS COUNTY, TEXAS

BEING A PLAT OF 2.313 ACRES, (0.8x75 SQUARE FEET) LOCATED IN THE JOHNS D. TAYLOR SURVEY, ABSTRACT 77, CITY OF BUNKER HILL VILLAGE, HARRIS COUNTY, TEXAS

1 LOT 1 BLOCK NO RESERVE

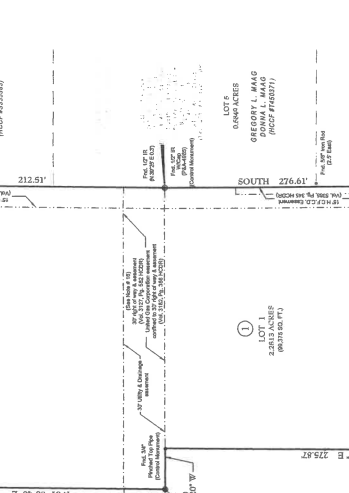
REASON FOR PLATING:
TO CREATE ONE SINGLE FAMILY RESIDENTIAL LOT
OUT OF TWO TRACTS IN UNRECORDED SUBDIVISIONS

OWNER:
MICHAEL RYAN MCCRATH
20148 WOODLAWN
HOUSTON, TX 77041

OCTOBER 3, 2022

**PROBSTFELD & ASSOCIATES
PROFESSIONAL LAND SURVEYORS**

516 PARK GLENVIEW DRIVE, SUITE 102 • A. NATI, TEXAS 77040 • CHERRYCRAW • FIRM ATTORNEY



LOT 1
0.631 ACRES
MILANA CASTILLO/JOHN MARIANO JAVADO/TERRELL LIVING TRUST (HCCF # 20160393)

TRACT 4
1.820 ACRES
ROBERT PROKE (HCCF # 20191215)

TRACT 6
1.278 ACRES
EDDYRE R. REALEY (HCCF # 191278)

TRACT 7
1.867 ACRES
ALFREDO L. GUTIERREZ LAUREN G. GUTIERREZ (HCCF # 20191215)

TRACT 8
0.919 ACRES
EDDYRE R. REALEY (HCCF # 191278)

TRACT 9
1.820 ACRES
ROBERT PROKE (HCCF # 20191215)

TRACT 10
1.278 ACRES
EDDYRE R. REALEY (HCCF # 191278)

TRACT 11
0.631 ACRES
MICHAEL RYAN MCCRATH (HCCF # 20220001)

WOOD LANE
56' FRONT LOT
UNITED OAK CONSERVATION EASEMENT (Vol. 2974, Pp. 138-140)

POWDERHORN STREET
10' FRONT LOT
UNITED OAK CONSERVATION EASEMENT (IC # 421316 HCR)

NOTARY PUBLIC AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HARRIS

This is to certify that the Planning and Zoning Commission of the City of Bunker Hill Village, Texas, has approved the plat and subdivision of MCCRATH MANOR in accordance with the laws of the State of Texas and the ordinances of the City of Bunker Hill Village, Texas, and that the same has been duly recorded in the Public Records of Harris County, Texas, on this _____ day of _____, 2022.

KAREN OLSON
Acting City Secretary

ROBERT LOBL WOOD
City of Bunker Hill Village, Texas

KAREN OLSON
Acting City Secretary

MATTHEW Z. PROBSTFELD
Professional Land Surveyor
No. 13276, State of Texas, Exp. 09/30/2024

I, **MATTHEW Z. PROBSTFELD**, am authorized under the laws of the State of Texas to practice the profession of the Professional Land Surveyor, No. 13276, State of Texas, Exp. 09/30/2024, and I am duly licensed and qualified to perform the duties and obligations of a Professional Land Surveyor in the State of Texas. I have personally surveyed and plat the above described land, and I hereby certify that the same is correctly and truthfully platted and recorded in the Public Records of Harris County, Texas, and that the same is in full compliance with the laws and ordinances of the State of Texas and the City of Bunker Hill Village, Texas. I am not a party to the same, and I have no interest therein. My commission expires on the _____ day of _____, 2022.

MATTHEW Z. PROBSTFELD
Professional Land Surveyor
No. 13276, State of Texas, Exp. 09/30/2024

I, **TERESA HUBERTY**, County Clerk of Harris County, do hereby certify that the above described land is correctly and truthfully platted and recorded in the Public Records of Harris County, Texas, and that the same is in full compliance with the laws and ordinances of the State of Texas and the City of Bunker Hill Village, Texas. My commission expires on the _____ day of _____, 2022.

TERESA HUBERTY
County Clerk
Harris County, Texas

By: _____
City

NOTARY PUBLIC AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HARRIS

This is to certify that the Planning and Zoning Commission of the City of Bunker Hill Village, Texas, has approved the plat and subdivision of MCCRATH MANOR in accordance with the laws of the State of Texas and the ordinances of the City of Bunker Hill Village, Texas, and that the same has been duly recorded in the Public Records of Harris County, Texas, on this _____ day of _____, 2022.

KAREN OLSON
Acting City Secretary

ROBERT LOBL WOOD
City of Bunker Hill Village, Texas

KAREN OLSON
Acting City Secretary

MATTHEW Z. PROBSTFELD
Professional Land Surveyor
No. 13276, State of Texas, Exp. 09/30/2024

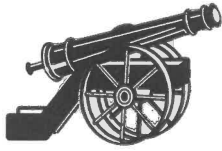
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MATTHEW Z. PROBSTFELD
Professional Land Surveyor
No. 13276, State of Texas, Exp. 09/30/2024

I, **TERESA HUBERTY**, County Clerk of Harris County, do hereby certify that the above described land is correctly and truthfully platted and recorded in the Public Records of Harris County, Texas, and that the same is in full compliance with the laws and ordinances of the State of Texas and the City of Bunker Hill Village, Texas. My commission expires on the _____ day of _____, 2022.

TERESA HUBERTY
County Clerk
Harris County, Texas

By: _____
City



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 15, 2022

Agenda Item No: XX A & B

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE
CHANGE ORDERS FOR CONTRACTS TO COMPLETE WATER
WELL NO. 5**

Exhibits: Change Order No. 4 to the Contract with Alsay, Inc
Change Order No. 5 to the Contract with McDonald Municipal & Industrial
Water Well No. 5 Time Extension Summary

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator
Susan Grass, Finance Director

Budget: N/A

Executive Summary

The City is under contract with Alsay, Inc. and McDonald Municipal & Industrial for the construction of Water Well No. 5. The Project Team is working diligently to get the project completed. As previously discussed, there is one item waiting delivery.

- A. 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 Contract. The water well is complete and installed but electricity is unavailable to the motor awaiting the delivery and installation of the electrical motor control panel. Alsay, Inc. has requested a 60-calendar day-time extension to the contract to see the project to completion with the start-up of the new water well. The expected completion date is March 2, 2023.

To Date the Change Orders to the Contract with Alsay, Inc. Include:

- Change Order No. 1 requested a contract price adjustment in the amount of \$12,600.00.
- Change Order No. 2, approved September 2022, requested a 390-calendar day time extension at no cost.
- Change Order No. 3, approved October 18, 2022, requested a 60-calendar day time extension at no cost.

B. The contractor for the construction of Water Well 5 Site Work, McDonald Municipal & Industrial, has been delayed in the completion of the Site Work awaiting the delivery of the 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. McDonald Municipal & Industrial has requested a 60-calendar day time extension to the contract to see the project completion with the start-up of the new water well. The expected completion date is March 2, 2023.

To Date the Change Orders to the Contract with McDonald Municipal & Industrial Include:

- Change Order No. 1, submitted March 2022, requested a contract price adjustment in the amount of \$4,177.00 for additional detention work. No time extension was included in the request.
- Change Order No. 2 requested a 105-calendar day time extension at no cost and was approved August 2022.
- Change Order No. 3, approved September 2022, requested a \$6,800.00 price adjustment for electrical improvements. A 30-calendar day time extension was also included.
- Change Order No. 4, approved October 18, 2022, requested a 60 day time extension at no cost.

Staff is recommending approval of these change order for the requested time extension.

CHANGE ORDER NO. 4

November 2, 2022

Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
1977 Memorial Drive
Houston, Texas 77024

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

Contractor: Alsay, Inc.

Project: Construction of Water Well No. 5
LEI Job No. 200-020, Contract No. 1A

Original Contract Amount As Executed: \$2,301,390.00

Dear Mr. Lord and City Council:

Your approval is requested on the following extension of time for the above referenced project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
Original Contract Time				150 Calendar Days
Extension of Time Change Order No. 4				60 Calendar Days
Extension of Time Change Order No. 3				60 Calendar Days
Extension of Time Change Order No. 2				390 Calendar Days
Extension of Time Change Order No. 1				<u> 0</u> Calendar Days

Total Time With Extensions for This Change Order No. 1, 2, 3, & 4 660 Calendar Days

Change Order No. 4 represents a 0% increase in the Original Contract Amount.

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

SUBMITTED FOR APPROVAL:


ACCEPTED:

LANGFORD ENGINEERING, INC.

ALSAY, INC.

By: 

Jacob Floyd, P.E.
Senior Project Manager

By: 

Stuart Natareno
Project Manager

Date 11/02/2022

Date 11/2/22

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: _____
Robert P. Lord, Mayor

(seal)

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alsay Incorporated
Houston, TX United States

Certificate Number:
2022-951372

Date Filed:
11/02/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bunker Hill Village

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
200-020, Contract No. 1A
Construction of Water Well No. 5 - Change Order No. 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Slavik, Joe	Houston, TX United States	X	
Hollingsworth, Arthur	Dallas, TX United States	X	
McGuire, John	Dallas, TX United States	X	
Blackstock, Mary	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Joe Slavik, and my date of birth is 05/11/1955.

My address is 6615 Gant Rd, Houston, TX, 77066, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 2nd day of November, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CHANGE ORDER NO. 5

November 2, 2022

Mr. Robert P. Lord, Mayor
and City Council
City of Bunker Hill Village
1977 Memorial Drive
Houston, Texas 77024

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

Contractor: McDonald Municipal & Industrial

Project: Construction of Water Well No. 5, Site Improvements
LEI Job No. 200-020, Contract No. 1B

Original Contract Amount As Executed: \$1,527,469.00

Dear Mayor Lord and City Council:

Your approval is requested on the following extension of time for the above referenced project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
Original Contract Time				180 Calendar Days
Extension of Time This Change Order No. 5				60 Calendar Days
Extension of Time Change Order No. 4				60 Calendar Days
Extension of Time Change Order No. 3				30 Calendar Days
Extension of Time Change Order No. 2				105 Calendar Days
Extension of Time Change Order No. 1				<u>0</u> Calendar Days
Total Time With Extensions for This Change Order No. 5				435 Calendar Days

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

SUBMITTED FOR APPROVAL:

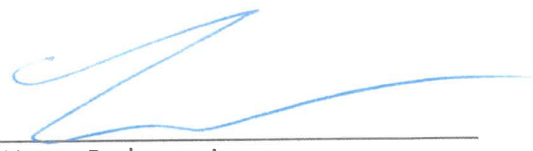
ACCEPTED:

LANGFORD ENGINEERING, INC.

McDONALD MUNICIPAL AND INDUSTRIAL

By: 

Jacob Floyd, P.E.
Senior Project Manager

By: 

Wayne Berkenmeier
Vice President – Special Projects

Date 11/02/2022

Date 11-4-22

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: _____
Robert P. Lord, Mayor

(seal)

Date _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

McDonald Municipal & Industrial - A Division of C. F. McDonald Electric, Inc.
Houston, TX United States

Certificate Number:
2022-952154

Date Filed:
11/04/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City Of Bunker Hill Village

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

200-020 Contract 1B
Construction Of Water Well No. 5 Site Improvements - Change Order #5 - Extension of time

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dollar, Diane	Houston , TX United States	X	
	Berkenmeier , Wayne	Houston, TX United States	X	
	Keller, Harry	Houston , TX United States	X	
	Stephenson , Larry	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

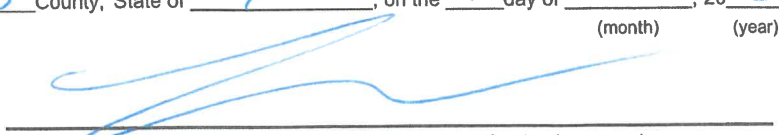
6 UNSWORN DECLARATION

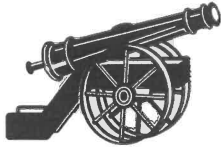
My name is Wayne Berkenmeier, and my date of birth is 5-15-70.

My address is 5044 Timber Creek, Houston, TX, 7707, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 4 day of Nov, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 15, 2022

Agenda Item No: XXI

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE CHANGE ORDER NO. 3 & FINAL WITH UNDERGROUND CONSTRUCTION SOLUTIONS FOR CONTRACT NO. 2 FOR THE TAYLORCREST WATERLINE AND PLANT CONNECTION IN AN AMOUNT NOT TO EXCEED \$10,372.50**

Exhibits: Change Order No. 3 & Final to Contract No. 2

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator
Susan Grass, Finance Director

Budget: BUDGET FOR CHATAM LANE WATER LINE

Executive Summary

The City is under contract with Underground Construction Solutions to provide the connection of Water Well No. 5 to the Taylorcrest Water Plant. This work is referred to as Taylorcrest Transmission Main Contract 2. As listed below, Change Order No. 1 to this contract added the construction of a new water main from Chatam Lane to the water plant behind City Hall. Conflicts with other facilities and field adjustments required a change to the connection point at the City Hall water plant. These changes are reflected in Change Order No. 3 along with the reconciliation of all quantities.

The work in Change Order No. 3 for Chatam Lane will be funded from the original budget for Chatam Lane along with Change Order No. 1. Change Order No. 3 also finalizes the entire Project No. 2 with a savings of \$10,750.00 for the plant connection.

To Date the Change Orders to Contract No. 2 Included:

- Change Order No. 1, submitted July 2022, for the Chatam Lane Waterline Extension and Connection in the amount of \$23,600.00. Total budget was \$50,000 for the construction of the water main. No time extension was requested.
- Change Order No. 2, approved October 18, 2022. Underground Construction Solutions has requested a 60-calendar day time extension to Contract No. 2 due to supply chain delays. The expected completion date is November 22, 2022.

Staff is recommending approval of this change order.

CHANGE ORDER NO. 3 & FINAL

November 2, 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, LLC

Project: Water Plant Construction
LEI Job No. 200-027, Contract No. 2

Original Contract Amount: \$135,890.00

Dear Mayor Lord and City Council:

Your approval is requested on the adjustment of the original contract amount and the extension of time for subject project.

<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Each</u>	<u>Cost</u>
13. Additional Work Performed at City Hall Water Plant for City Hall Expansion and at Taylor-crest Water Plant	1	L.S.	\$21,122.50	\$ 21,122.50

Overrun Bid Item Nos.	\$ 0.00
Underrun Bid Item Nos. 7, 8, 9, and 10	\$ (10,750.00)
Total This Change Order No. 3 & FINAL	<u>\$ 10,372.50</u>
Change Order No. 3 & FINAL	\$ 10,372.50
Change Order No. 2	\$ 0.00
Change Order No. 1	\$ 23,600.00
Original Contract Amount	<u>\$135,890.00</u>
Final Contract Amount	\$169,862.50

Original Contract Time	60 Calendar Days
Extension of Time This Change Order No. 3 & FINAL	56 Calendar Days
Extension of Time Change Order No. 2	60 Calendar Days
Extension of Time Change Order No. 1	<u>120</u> Calendar Days
Total Time with Extensions	296 Calendar Days

Change Order No. 3. & FINAL represents an 7.63% increase in the original Contract Amount.


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, LLC

By: 

Jacob Floyd, P.E.
Senior Project Manager

By: 

Date 11/02/2022

Date 11/2/22

APPROVED:

CITY OF BUNKER HILL VILLAGE

By: _____

Date _____

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

MONTHLY ESTIMATE NO. 2
LEI Job No. 200-027, Contract No. 2

City of Bunker Hill Village

Water Well No. 5 Transmission Line - Water Plant Improvements

04-Aug-22

Thru

19-Sep-22

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

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

Contract Time: 60 Calendar Days Extensions: 180 Calendar Days

Total Time: 296 Calendar Days Time Used: 296 Calendar Days

Contract Dated: 21-Jun-2022

Work Order Dated: 25-Jul-22

Completion Date: 23-Sep-2022 (Scheduled)
11-Oct-2022 (Actual)

Percent Time Used: 100%

Percent Complete: 100%

Current Contract: \$169,862.50

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
1.	Mobilization, Not to Exceed 5% of Base Bid	1	L.S.	1	0	1	\$6,500.00	\$6,500.00
2.	All Work, Materials, and Labor Associated with the Installation Proposed Water Plant Yard Piping, from Existing 12" Equalization Line to Proposed 12" Waterline Below Ground, Including, but not Limited to, Above Ground Piping, Valves, Fittings, Supports, Sample Ports, Chemical Feed Diffuser Installation, Concrete Pad, Piping Supports, Welding Flange Onto Existing Equalization Line and Coating, with Final Color to be Selected and Approved by OWNER, as per Plan and Specifications, Complete in Place	1	L.S.	0	1	1	\$90,000.00	\$90,000.00
3.	All Work, Materials, and Labor Associated with the Installation of 12" (C900 Certa-Lok CL235 PVC) Water Line Pipe, in Augured Hole Construction, All Depths and Soil Types, Including Fittings Within Water Plant, Including Testing, Restoration of Area, and Disinfection, as Approved by OWNER Complete in Place	120	L.F.	120	0	120	\$130.00	\$15,600.00
4.	1/4-Inch LAS Polyethylene Chemical Feed Line Including Fittings Injection Quill from LAS Chemical Building to Well Piping, Complete in Place	134	L.F.	0	134	134	\$25.00	\$3,350.00
5.	1-Inch Chemical Feed Lines for LAS and Chlorine, Schedule 80 PVC or HDPE, All Depths, Complete in Place	270	L.F.	0	270	270	\$25.00	\$6,750.00
6.	2-Inch PVC Schedule 80 Casing for LAS and Chlorine Feed Lines Under Existing Paving In Augured-Hole Construction, Complete in Place	84	L.F.	84	0	84	\$35.00	\$2,940.00
Total Amount Bid (Item Nos. 1 thru No. 6)								\$125,140.00
Supplemental Bid Items								
7.	Extra Cement-Stabilized Sand Back Fill, as Authorized by Engineer, Complete in Place	10	C.Y.	0	0	0	\$200.00	\$0.00
8.	Extra Bank-Sand Bedding and/or Backfill, as Authorized by Engineer, Complete in Place	10	C.Y.	0	0	0	\$100.00	\$0.00
9.	Extra Aggregate Bedding, as Authorized by Engineer, Complete in Place	5	C.Y.	0	0	0	\$50.00	\$0.00

10.	Extra Concrete Pavement, Including Stabilized Subgrade (6" Thickness), 6" Cement-Stabilized Base, Reinforcing Steel, Material, as Authorized by Engineer, Complete in Place	50 S.Y.	0	0	0	\$150.00	\$0.00
	Subtotal Amount Bid Supplemental Items (Item Nos. 7 thru No. 10)						\$0.00
	Change Order No. 1						
11.	Chatum Lane Waterline Extension Including Wet Connection, 320 L.F., 6-Inch Waterline, 2" Water Service, Removal of Existing 2" Blow-Off Valve and Box, Vacuuming as Necessary and Connection to Existing Waterline Along Chatum Lane	1 L.F.	0	1	1	\$23,600.00	\$23,600.00
	Change Order No. 2						
12.	Extension of time for 60 Additional Calendar Days	1 L.S.	0	1	1	\$0.00	\$0.00
	Change Order No. 3						
13.	Additional Work Performed at City Hall Water Plant for City Hall Expansion and at Taylorcrest Water Plant	1 L.S.	0	1	1	\$12,250.00	\$10,372.50

Summary of Work to Date

Work Performed to Date	\$169,862.50
Less 0% Retainage	\$0.00
Net Amount Earned to Date	\$169,862.50
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	\$0.00
Subtotal Work Completed and Materials Stored	\$169,862.50
Less Previous Payments	\$22,536.00
AMOUNT DUE THIS ESTIMATE	\$147,326.50

Summary of Adjusted Contract

Original Contract Amount	\$135,890.00
Change Order No. 1	\$23,600.00
Change Order No. 2	\$0.00
Change Order No. 3 & FINAL	\$10,372.50
CURRENT CONTRACT AMOUNT	\$169,862.50

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

Recommended for Payment:

By: 
Langford Engineering, Inc.

Date: 11/10/22

Accepted: 

By: _____
Underground Construction Solutions, LLC

Date: _____

Approved: _____
By: _____
City of Bunker Hill Village

Date: _____

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

Water Well No.5 Transmission Line-Water Plant Improvements

200-027 Contract #2

Underground Construction Solutions LLC
5535 Memorial Dr. #1212
Houston, TX 77007

Invoice/pay app No. 2-Final

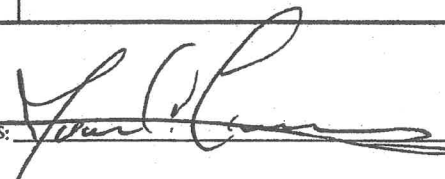
11/2/2022

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	\$ 6,500.00	\$ 6,500.00	0	1	\$ 6,500.00	100%
2	All Work, Materials, and Labor Associated with the Installation Proposed Water Plant Yard Piping, from Existing Equalization Line to Proposed 12" Water-line Below Ground, Including, but not Limited to, Above Ground Piping, Valves, Fittings, Supports, Sample Ports, Chemical Feed Diffuser Installation, Concrete Pad, Piping Supports, Welding Flange Onto Existing Equalization Line and Coating, with Final Color to be Selected and Approved by OWNER, as per Plan and Specifications, Complete In Place	1	LS	\$ 90,000.00	\$ 90,000.00	1	1	\$ 90,000.00	100%
3	All Work, Materials, and Labor Associated with the Installation of 12" (C900 Certa-Lok CL235 PVC) Water Line Pipe, in Augured Hole Construction, All Depths and Soil Types, Including Fittings Within Water Plant, Including Testing, Restoration of Area, and Disinfection, as Approved by OWNER, Complete In Place	120	LF	\$ 130.00	\$ 15,600.00	0	120	\$ 15,600.00	100%
4	1/4-Inch LAS Polyethylene Chemical Feed Line Including Fittings Injection Quill from LAS Chemical Building to Well Piping, Complete In Place	134	LF	\$ 25.00	\$ 3,350.00	134	134	\$ 3,350.00	100%
5	1-Inch Chemical Feed Lines for LAS and Chlorine, Schedule 80 PVC or HDPE, All Depths, Complete In Place	270	LF	\$ 25.00	\$ 6,750.00	270	270	\$ 6,750.00	100%
6	2-Inch PVC Schedule 80 Casing for LAS and Chlorine Feed Lines Under Existing Paving in Augured-Hole Construction, Complete	84	LF	\$ 35.00	\$ 2,940.00	0	84	\$ 2,940.00	100%
7	Extra Cement-Stabilized Sand Back-fill, as Authorized by Engineer, Complete In Place	10	CY	\$ 200.00	\$ 2,000.00	0	0	\$ -	0%
8	Extra Bank-Sand Bedding and/or Backfill, as Authorized by Engineer, Complete In Place	10	CY	\$ 100.00	\$ 1,000.00	0	0	\$ -	0%
9	Extra Aggregate Bedding, as Authorized by Engineer, Complete In Place	5	CY	\$ 50.00	\$ 250.00	0	0	\$ -	0%
10	Extra Concrete Pavement, Including Stabilized Subgrade (6" Thickness), 6" Cement-Stabilized Base, Reinforcing Steel, Material, as Authorized by Engineer, Complete In Place	50	SY	\$ 150.00	\$ 7,500.00	0	0	\$ -	0%
11	Change Orders 1-3	1	LS	\$ 44,622.50	\$ 44,622.50	1	1	\$ 44,622.50	100%

\$ 180,512.50

Subtotal:	\$ 169,762.50
Retainage(0%)	\$ -
Less Previous Payment	\$ 22,536.00
Total:	\$ 147,226.50

UCS:  11/2/22

Langford Engineering:

Underground Construction Solutions, LLC

5535 Memorial Dr. #1212

P: 361-510-9263

Email: JC@UCSHouston.com

Houston, TX 77007

F: N/A


Website: UCSHouston.com

To: Bunker Hill Village
11977 Memorial Dr.
Houston, TX 77024

Phone:
Fax:
Email:

QT #:061222Av4
Date: 10/06/2022

For: Manifold --BHV at Taylorcrest Plant

Item #	Description	Qty	Unit Price	Discount	Price	
1	Flanged Tee 12x12 Bolted-Installed	1	\$ 1,750.00		\$ 1,750.00	
2	12" Blind Flange-Bolted Installed	1	\$ 750.00		\$ 750.00	
3	12" GV-Bolted installed	1	\$ 4,500.00		\$ 4,500.00	
4	12" 90's-Bolted Installed	2	\$ 1,250.00		\$ 2,500.00	
5	Supports	2	\$ 450.00		\$ 900.00	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
					Invoice Subtotal	\$ 10,400.00
						\$
						\$
					TOTAL	\$ 10,400.00

Underground Construction Solutions, LLC

5535 Memorial Dr. #1212

P: 361-510-9263

Email: IC@UCSHouston.com

Houston, TX 77007

F: N/A

Website: UCSHouston.com

To: Bunker Hill Village
11977 Memorial Dr.
Houston, TX 77024

Phone:
Fax:
Email:

QT #:061222Av3
Date: 09/05/2022

For: 6" WL Loop--BHV

Item #	Description	Qty	Unit Price	Discount	Price
1	Mobalization	1	\$ 1,500.00		\$ 1,500.00
2	6" Certa lok PVC	320	\$ 45.00		\$ 14,400.00
3	6"x6" Tee	1	\$ 500.00		\$ 500.00
4	2" Service	1	\$ 1,300.00		\$ 1,300.00
5	TS&V@ Memorial ((#<12")X6")	1	\$ 6,000.00		\$ 6,000.00
6	Vac Truck	1	\$ 3,500.00		\$ 3,500.00
7	Remove 2" BOV and Wet Connect	1	\$ 1,200.00		\$ 1,200.00
8	6" GV	3	\$ 1,600.00		\$ 4,800.00
9	Concrete cut/Removal/pour	1	\$ 1,022.50		\$ 1,022.50
					\$
					\$
<div style="border: 1px solid black; padding: 10px; display: inline-block;"> <i>Behind City Hall</i> </div>					Invoice Subtotal \$ 34,222.50
					\$
					TOTAL \$ 34,222.50

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Underground Construction Solutions LLC
Houston, TX United States

Certificate Number:
2022-951018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bunker Hill Village

Date Filed:
11/02/2022

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
200-027 #2
Water Well No. 5 Transmission Line - Water Plant Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

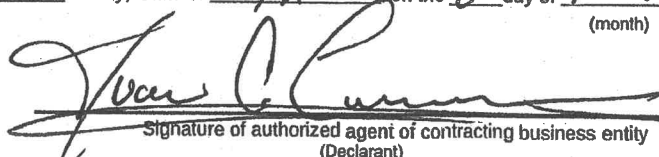
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Juan @ Camora, and my date of birth is 7/15/85.
My address is 5535 Memorial Dr #1212 Houston TX 77007 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX on the 2nd day of NOV, 2022.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

FORM 3: CONDITIONAL WAIVER FOR FINAL PAYMENT

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: *waterwell No. 5 Transmission Line - water plant imp.*
Job No.: *700-027 Contract # 2*

On receipt by the signer of this document of a check from Harris County Municipal Utility District No. 530 (maker of check) in the sum of \$ 147,226.⁵⁰ payable to *UCS: Underground Construction Solutions* (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of

City of BHV (owner) located at Harris County, Texas (location) to the following extent: *WD #5 Transmission Line - Water plant Imp.* (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to *City of BHV* (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

UCS: Underground Construction Solutions, Inc
(Company Name)

By: *[Signature]*
(Signature)

Title: *owner*

Date: *11/2/22*

AFFIDAVIT OF BILLS PAID
(TO BE FILED WITH FINAL PAY ESTIMATE ONLY)

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Juan C. Tamayo

representing Contractor under the following Contract:

Owner: City of Bunker Hill Village
Contractor: UCS: underground Construction Solutions, Inc
Date: 11/2/22
Project: Water well No. 5 Transmission Line
Water Plant Impl.
Job No.: 200-027 Contract #2

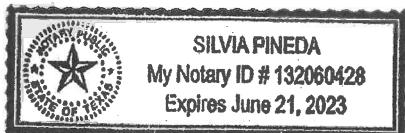
The undersigned was by me duly sworn and now states upon oath:

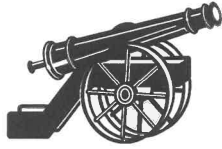
1. The improvements required by the Contract have been erected and completed in full compliance with the Contract and the agreed plans and specifications for the Contract.
2. All bids and claims for materials furnished and labor performed on the Contract have been paid. There are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon the job.
3. This Affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained in this Affidavit that final and full settlement of the balance due on the Contract is being made, and in consideration of the disbursement of funds by Owner, the undersigned expressly gives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify 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 under the Contract.

By Juan C. Tamayo
Name Juan C. Tamayo
Title owner

Subscribed and sworn before me, the undersigned authority, on this the 2nd day of Nov, 2022

Silvia Pineda 6-21-23
Notary Public in and for the State of Texas





CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: November 15, 2022

Agenda Item No: XXII

Subject/Proceeding: **CONSIDERATION AND POSSIBLE ACTION TO APPROVE PAYMENTS THAT EXCEED \$150,000.00**

Exhibits: JLA Construction Solutions, Application for Payment No. 1 and No. 2
JLA Construction Solutions, Application for Payment No. 3
Alsay Incorporated, Monthly Estimate No. 8

Clearance: Karen Glynn, City Administrator

Executive Summary

Large expenditures, over \$150,000.00 are considered for action on the regular agenda versus the consent agenda. The City has received three invoices this month that meet this consideration:

- A. JLA Construction Solutions Application for Payment No. 1 and No. 2 in the amount of \$262,879.25 for Public Works and Disaster Operations Building construction work performed from June through September, 2022.
- B. JLA Construction Solutions Application for Payment No. 3 in the amount of \$206,188.00 for Public Works and Disaster Operations Building construction work performed October 2022.
- C. Alsay Incorporated, Monthly Estimate No. 8 in the amount of \$326,610.00 for services rendered January 26, 2021 through September 26, 2022 for the Construction of Water Well No. 5.

CITY OF BUNKER HILL VILLAGE

11977 MEMORIAL DRIVE
HOUSTON, TEXAS 77024

PAYMENT VOUCHER

ID: 3849

Date: 10/03/2022

Vendor: JLA CONSTRUCTION SOLUTIONS

Vendor Number:

Mailing Address: 15825 SH 249, SUITE 24

Mailing City: HOUSTON

Mailing State: TEXAS

Mailing Zip: 77086

Telephone: Comments

Voucher Comments: PUBLIC WORKS AND DISASTER OPERATIONS BUILDING CONSTRUCTION. PAY REQUEST 1 AND 2.

Invoice Number 713-469-165 Due Date: Project:

Description	Amount	Code	Account	Name
PW AND DISASTER OPS BLD PAY REQ 2 65%	\$110,060.11	07	9191	FACILITIES
PW AND DISASTER OPS BLD PAY REQ 2 35%	\$59,263.14	06	9191	Facilities
PW AND DISASTER OPS BLD PAY REQ 1 65%	\$60,811.40	07	9191	FACILITIES
PW AND DISASTER OPS BLD PAY REQ 1 35%	\$32,744.60	06	9191	Facilities

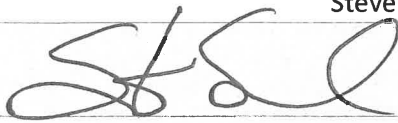
Total \$262,879.25

APPROVAL

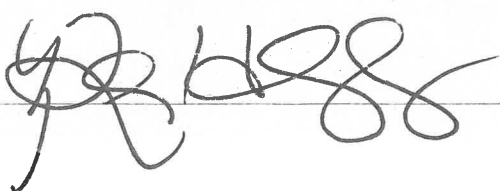
DATE

Steve Smith 713-467-9762

10/03/2022



10-3-22



10/25/22

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO OWNER: City of Bunker Hill Village
11977 Memorial Dr
Houston, TX 77024

PROJECT: City Hall Two Story Addition
Public Works and Disaster Operations Bid APPLICATION DATE: 8/31/22
11977 Memorial Dr.
Houston, TX 77024

FROM CONTRACTOR: JLA Construction Solutions
15825 SH 249, Suite #24
Houston, Texas 77066

VIA ARCHITECT: PGAL, Inc.
3131 Briarpark Dr. Ste 200
Houston, TX 77042

APPLICATION NO: []
One (1) 8/31/22

Distribution to Owner:
 OWNER
 ARCHITECT
 CONTRACTOR

PERIOD FROM: Start 8/31/22
PERIOD TO:

PROJECT NO: 1005980



CONTRACTOR FOR: General Construction

CONTRACT DATE: 8/21/22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	1741514.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	1741514.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	98480.00
(Column G on G703)		
5. RETAINAGE:		
a. % of Completed Work	\$	4924.00
(Column D + E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703).....	\$	4924.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	93556.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	0.00
8. CURRENT PAYMENT DUE	\$	93556.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$	1647958.00
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES BY CHANGE ORDER		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's 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 which previous Certificates for Payment were issued and payments have been made from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JLA CONSTRUCTION SOLUTIONS LLC

By: [Signature]

State of TX County of Harris

Subscribed and sworn to before me this 27th day of September, 2022

Notary Public: [Signature]

My Commission expires: 5.04.2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 93,556.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 9/28/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

1-201 17-9191 35% 06-9191

[Signature] 10-3-22

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Bunker Hill Village – Public Works & Disaster Operations Building

Job No: PGAL Inc. #1005980

On receipt by the signer of this document of a check from City of Bunker Hill Village
(maker of check)

in the sum of \$ 93,556.00

payable to JLA Construction Solutions LLC

(payee or payees of check) and when the check has been property endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, and any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on

the property of City of Bunker Hill Village (owner)

located at 11977 Memorial Drive, Houston, TX 77024 (location)

to the following extent: Pay App #1 – August 2022

General Construction & Construction Management (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Bunker Hill Village, TX
(person with whom signer contracted)

as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

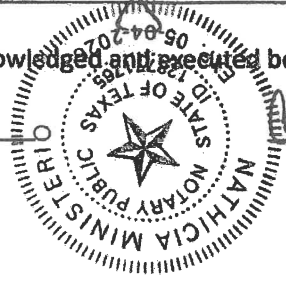
The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s)."

Date: 9/28/22 JLA Construction Solutions LLC Company Name

By: [Signature] (Signature) (Title)

This instrument was acknowledged and executed before me this 28th day of Sept, 2022.

By: John Alvarez [Signature] Public Notary



My commission expires: 05.04.2026

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

City of Bumker Hill Village - 2 Story City Hall Addition
Public Works & Disaster Building

APPLICATION NO: 1005980
APPLICATION DATE: 8/31/22
PERIOD FROM: 8/31/22
PERIOD TO:
ARCHITECT'S PROJECT NO:

Orc
Start
8/31/22

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Expenses	\$337,334.00		\$73,980.00		\$73,980.00	22%	\$263,354.00	\$3,699.00
2	Site Work	\$90,000.00		\$5,000.00		\$5,000.00	6%	\$85,000.00	\$250.00
3	Concrete	\$275,000.00				\$0.00	0%	\$275,000.00	\$0.00
4	Masonry	\$21,500.00				\$0.00	0%	\$21,500.00	\$0.00
5	Metals	\$199,900.00				\$0.00	0%	\$199,900.00	\$0.00
6	Wood, Plastics & Composites	\$30,000.00				\$0.00	0%	\$30,000.00	\$0.00
7	Thermal & moisture protection	\$70,000.00		\$3,500.00		\$3,500.00	5%	\$66,500.00	\$175.00
8	Openings	\$111,000.00				\$0.00	0%	\$111,000.00	\$0.00
9	Finishes	\$100,000.00				\$0.00	0%	\$100,000.00	\$0.00
10	Specialties	\$40,226.00				\$0.00	0%	\$40,226.00	\$0.00
11	Equipment	\$15,000.00				\$0.00	0%	\$15,000.00	\$0.00
15.21	Fire Suppression	\$28,965.00				\$0.00	0%	\$28,965.00	\$0.00
15.22	Plumbing	\$77,500.00		\$3,000.00		\$3,000.00	4%	\$74,500.00	\$150.00
15.23	HVAC	\$105,000.00		\$5,000.00		\$5,000.00	5%	\$100,000.00	\$250.00
16.26	Electrical	\$147,700.00		\$8,000.00		\$8,000.00	5%	\$139,700.00	\$400.00
	Allowance	\$92,389.00				\$0.00	0%	\$92,389.00	\$0.00
GRAND TOTALS		\$1,741,514.00		\$98,480.00		\$98,480.00	6%	\$1,643,034.00	\$4,924.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Bunker Hill Village
11977 Memorial Dr
Houston, TX 77024

PROJECT: City Hall Two Story Addition
Public Works and Disaster Operations Bld Application Date:
11977 Memorial Dr.
Houston, TX 77024

FROM CONTRACTOR: JLA Construction Solutions
15825 SH 249, Suite #24
Houston, Texas 77086

VIA ARCHITECT: PGAL, Inc.
3131 Briarpark Dr. Ste 200
Houston, TX 77042

APPLICATION NO: Two (2)
9/28/22

PERIOD FROM: 9/1/22
PERIOD TO: 9/30/22

Distribution to Owner
 OWNER
 ARCHITECT

PROJECT NO: 1005980
 CONTRACTOR

CONTRACT FOR: General Construction

CONTRACT DATE: 6/21/22

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	1741514.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 +/-)	1741514.00
4. TOTAL COMPLETED & STORED TO DATE	276715.00

5. RETAINAGE:	
a. % of Completed Work	13835.75
(Column D + E on G703)	
b. % of Stored Material	
(Column F on G703)	

Total Retainage (Lines 5a + 5b or Total in Column I of G703)	13835.75
6. TOTAL EARNED LESS RETAINAGE	262879.25
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	93556.00
8. CURRENT PAYMENT DUE	1478634.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's 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 which previous Certificates for Payment were issued and that the Contractor is now due from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JLA CONSTRUCTION SOLUTIONS LLC

By: *John P. Oliver*

State of: TX County of: Harris
Subscribed and sworn to before me this 28th day of September, 2022
Notary Public: *Notary Public*
My Commission expires: 5.04.2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 1,478,634.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *Notary* Date: 9/28/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

65% 07-981
35% 06-9191

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Bunker Hill Village – Public Works & Disaster Operations Building

Job No: PGAL Inc. #1005980

On receipt by the signer of this document of a check from City of Bunker Hill Village
(maker of check)

in the sum of \$ 169,323.25

payable to JLA Construction Solutions LLC

(payee or payees of check) and when the check has been property endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, and any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on

the property of City of Bunker Hill Village, (owner)

located at 11977 Memorial Drive, Houston, TX 77024 (location)

to the following extent: Pay App #2 – September 2022

General Construction & Construction Management (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Bunker Hill Village, TX
(person with whom signer contracted)

as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s)."

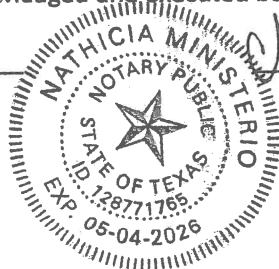
Date: 9/28/22 JLA Construction Solutions LLC Company Name

By: [Signature] (Signature) (Title)

This instrument was acknowledged and executed before me this 28th day of Sept, 20 22.

By: John Alvarez [Signature] Public Notary

My commission expires: 05.04.2026



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

2

TO OWNER: City of Bunker Hill Village
11977 Memorial Dr
Houston, TX 77024

PROJECT: City Hall Two Story Addition
Public Works and Disaster Operations Bldg
11977 Memorial Dr.
Houston, TX 77024

APPLICATION NO: Three (3)
APPLICATION DATE: 10/27/2022

DISTRIBUTION TO: Owner
 OWNER
 ARCHITECT

FROM CONTRACTOR: JLA Construction Solutions
15825 SH 249, Suite #24
Houston, Texas 77086

VIA ARCHITECT: PGAL, Inc.
3131 Briarpark Dr. Ste 200
Houston, TX 77042

PERIOD FROM: 10/1/2022
PERIOD TO: 10/31/2022

PROJECT NO: 1005980



CONTRACT FOR: General Construction

CONTRACT DATE: 6/21/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	1741514.00
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	1741514.00
4. TOTAL COMPLETED & STORED TO DATE	493755.00
(Column G on G703)	

5. RETAINAGE:

a. <u>5</u> % of Completed Work \$ 24687.75 (Column D + E on G703)
b. % of Stored Material \$ (Column F on G703)
Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE	24687.75
(Line 4 Less Line 5 Total)	469067.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	262879.25
8. CURRENT PAYMENT DUE	206188.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	1272446.75
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's 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 which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JLA CONSTRUCTION SOLUTIONS LLC

By: [Signature] Date: 10/27/2022
State of: TX County of: Harris
Subscribed and sworn to before me this 27th day of October, 2022
Notary Public:
My Commission expires: 10-15-23

ARCHITECT'S CERTIFICATE FOR PAYMENT
LAURA-AWARE
My Notary ID # 123957049
Expires August 15, 2025

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 204,188.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: [Signature] Date: 11/8/22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Bunker Hill Village – Public Works & Disaster Operations Building

Job No: PGAL Inc. #1005980

On receipt by the signer of this document of a check from City of Bunker Hill Village (maker of check)

in the sum of \$ 206,188.00

payable to JLA Construction Solutions LLC

(payee or payees of check) and when the check has been property endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic’s lien right, and any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position that the signer has on

the property of City of Bunker Hill Village, (owner)

located at 11977 Memorial Drive. Houston, TX 77024 (location)

to the following extent: Pay App #3 – October 2022

General Construction & Construction Management (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to City of Bunker Hill Village, TX (person with whom signer contracted)

as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer’s laborers, subcontractors, material men, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).”

Date: 10/27/22 JLA Construction Solutions LLC Company Name

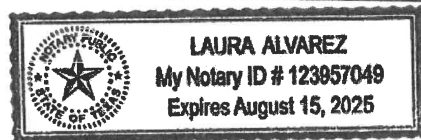
By: [Signature] (Signature) (Title)

This instrument was acknowledged and executed before me this 27 day of Oct, 2022.

By: John Alvarez

[Signature] Public Notary

My commission expires: 8-15-25



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

MONTHLY ESTIMATE NO. 8
200-020, Contract No. 1A

Bunker Hill Village

Construction of Water Well No. 5

26-Jan-22

Thru

26-Sep-22

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

Contractor: Alsay, Inc.
6615 Gant Road
Houston, Texas 77066

Contract 1 150 Calendar Days Extensions: 540 Calendar Days

Total Time: 690 Calendar Days Time Used: 504 Calendar Days

Contract Dated: 26-Mar-2021

Work Order Dated: 10-May-2021

Completion Date: 7-Oct-2021 (Scheduled)
(Actual)

Percent Time Used: 73%

Percent Complete: 88%

Current Contract: \$2,313,990.00

Item No.	Description	Bid Qty	Unit Meas.	Work Prior Period	Work This Period	Qty To Date	Unit Price	Total Amount
Base Bid - Mobilization								
1.	Mobilization of Equipment, Materials, and Personnel on Site	1	L.S.	1.00	0.00	1.00	\$ 200,000.00	\$200,000.00
2.	Demobilization of Equipment, Materials, and Personnel on Site, Including Minor Restoration of Site, and Improvements to Existing Conditions in Preparation of Work Under Separate Contract (Contract 1 B), Complete in Place	1	L.S.	0.00	0.00	0.00	\$ 30,000.00	\$0.00
Base Bid - Water Well								
3.	Drill, Collect Drill Cuttings, and Perform Geophysical Logging of Test Hole with Total Depth of 1,400 Feet for Water Well No. 5, Plus Two Temporary Test Well Water Samples in Test Hole as Specified and Shown on the Plans							
3a.	Drill 1,400 ft. Test Hole and Perform Geophysical Logging	1	L.S.	1	0	1	\$ 220,000.00	\$220,000.00
3b.	Temporary Test Well Water Samples	2	L.S.	0	0	1	\$ 40,000.00	\$40,000.00
4.	24" x 18", Two-Piece Gravel Pack Water Well Drilling Construction, Testing, and Two (2) Water Sampling Operations (Total Depth 1,120'), with Base Bid of 24" Casing (640'), 18" Blank Liner, (0.500" Wall), (380'), and 18" Screen (180'), as Specified and Shown on the Plans							
4a.	Ream Hole, Install 24" Casing (640') Cement in Place	1	L.S.	1	0	1	\$ 300,000.00	\$300,000.00
4b.	Under-Ream Below Casing, Install 18" Blank Liner (380'), Gravel Pack	1	L.S.	1	0	1	\$ 200,000.00	\$200,000.00
4c.	Under-Ream Below Casing, Install 18" Screen (180') Gravel Pack	1	L.S.	1	0	1	\$ 300,000.00	\$300,000.00
4d.	Agitate and Develop Well With Drilling Rig	1	L.S.	1	0	1	\$ 80,000.00	\$80,000.00
4e.	Develop Well With Test Pump	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
4f.	Perform Pump Step Tests and 36-Hour Test	1	L.S.	1	0	1	\$ 60,000.00	\$60,000.00
4g.	Collect Water Samples and Perform Water Analysis per TCEQ Requirements	1	L.S.	1	0	1	\$ 5,000.00	\$5,000.00

5.	1,700 GPM Pump (TDH - 575') with 540' of 10" Pump Column, Airline Tube (0.365" Wall), Discharge Elbow and Accessories Including Two (2) Column Check Valves, SME Head Exchanger 400 HP Motor (Compatible with Minimum 400 HP Motor Starter. Starter and Controls to be Provided by Others), 1,800 RPM (4 Pole), 460 V, Temporary Wiring, Temporary Conduit (Sized Accordingly), Including Foundation, All Required Appurtenances, Well Pump Start-Up, as Specified, and Shown on the Plans								
5a.	Provide and Install 1,700 GPM Pump and 400 HP Motor (Submersible) with 540' of 10" Pump Column Assembly; Temp. Wiring and Conduit	1	L.S.	0.00	0.95	0.95	\$	382,000.00	\$362,900.00
5b.	Well Foundation	1	L.S.	1	0	1	\$	15,000.00	\$15,000.00
5c.	Well Start-Up	1	L.S.	0	0	0	\$	3,000.00	\$0.00
6.	Furnish, Install, and Remove Temporary Self-Supporting Acoustical Sound Wall System 24' in Height and a Base Bid Liner Length of 334' as Shown and Described on Plans and Specifications								
6a.	Furnish & Install Temp. Acoustical Sound Wall - 24' Ht. x 334' Length	1	L.S.	1	0	1	\$	60,000.00	\$60,000.00
6b.	Remove Temp. Sound Wall	1	L.S.	1	0	1	\$	20,000.00	\$20,000.00
7.	All Work, Materials, and Labor Associated with Installation of Temporary Power Pole, Including Temporary Yard Underground Duct Banks from New Permanent Center Point Power Pole Within Designated Utility Easement, Temporary Electrical Panel, and Equipment per Local and State Regulations, Including Coordination with Owner's Utility Provider, as Shown and Described on Plans	1	L.S.	0	0	0	\$	135,000.00	\$0.00
8.	All Work, Materials, and Labor to Install and Maintain Proposed Temporary Security Fencing and Storm Water Pollution Prevention Plan (SWPPP) Items, per Plans and Specifications	1	L.S.	1	0	1	\$	10,000.00	\$10,000.00

9.	All Work, Materials, and Labor for Plugging and Abandonment of Existing CBHV Water Well No. 2 at City Hall Water Plant, Consisting of a 12" Surface Casing to a Depth of 1,050', and a 6" Well Screen from a Depth of 1,050' - 1,632' (see Exhibit for Well Location), per TDLR and TCEQ Regulations and Specifications	1 L.S.	1	0	1 \$	30,000.00	\$30,000.00
Supplementary Items							
S-1.	Add or Deduct per Foot of Test Hole Drilled, Complete Depth, Above or Below 1,400 Feet Base Depth	Per Foot	0	0	0 \$	100.00	\$0.00
S-2.	Add Cost of Performing and Proving Test ole Spectral Gamma Ray Log	Per L.S.	0	0	0 \$	3,500.00	\$0.00
S-3.	Add or Deduct of Each Optional Test Hole Water Sampling and Testing Operation, Complete in Place (Note that Two Temporary Test Well Water Sampling are Included in Base Bid)	Per Each	1	0	1 \$	40,000.00	\$40,000.00
S-4.	Add or Deduct per Hour of Pumping for Test Home Water Sampling Operation, Above or Below 36 Hours	Per Hour	0	0	0 \$	400.00	\$0.00
S-5.	Add per Lump Sum, Complete in Place, Installing a 30 Foot Portland Cement Plug in Test Hole	Per L.S.	1	0	1 \$	10,000.00	\$10,000.00
S-6.	Add or Deduct per Foot of 24" Surface Casing (0.500" Wall) Complete in Place, Above or Below 640 Feet Base Depth	Per L.S.	5	0	5 \$	120.00	\$600.00
S-7.	Add or Deduct per Foot of 18" Blank Liner (0.500" Wall), Underream (if Applicable), and Gravel Pack Complete in Place Above or Below 380' Base Length	Per L.S.	(48)	0	(48) \$	90.00	(\$4,320.00)
S-8.	Add or Deduct per Foot of 18" Screen (0.500" Wall), Underream (If Applicable) and Gravel Pack, Complete in Place, Above or Below 180 Feet Base Length	Per Foot	101	0	101 \$	250.00	\$25,250.00
S-9.	Deduct per Lump Sum for Alternate 20" x 14", Two-Piece Gravel Pack Water Well Drilling (Total Depth 1,400 Feet), Construction, Testing, and Two (2) Water Sampling Operations with Alternate of 20" Casing (640) Feet), 14" Blank Liner (0.500" Wall (380 Feet), and 14" Screen (180') in Lieu of Base Bid 24" x 18" Well in Item No. 4, Per Lump Sum	Per L.S.	0	0	0 \$	(50,000.00)	\$0.00

S-10.	Add or Deduct per Foot of 20" Surface Casing (0.500" Wall) Completed and Cemented in Place, Above or Below 640' Base Depth	Per Foot	0	0	0 \$	95.00	\$0.00
S-11.	Add or Deduct per Foot of 14" Blank Liner (to 500"Wall), Underream (if Applicable) and Gravel Pack, Complete in Place, Above or Below 380' Base Length	Per Foot	0	0	0 \$	70.00	\$0.00
S-12.	Add or Deduct per Foot of 14" Screen (0.500" Wall), Underream (if Applicable), and Gravel Pack Complete in Place, Above or Below 180' Base Length	Per Foot	0	0	0 \$	210.00	\$0.00
S-13.	Add or Deduct per Foot of 12" PVC Water Level Pipe Complete in Place, Above or Below 540' Base Depth	Per Foot	0	0	0 \$	2.00	\$0.00
S-14.	Add or Deduct per Foot of 0.25" Stainless Steel Airline and all Fittings Complete in Place, Above or Below 540' Base Depth	Per Foot	0	0	0 \$	3.00	\$0.00
S-15.	Add or Deduct per 10' Foot Section of 10" (0.365" Wall) Pump Column, Airline Tube, Complete in Place, with Submersible Cable, Above or Below 540' Base Depth	Per 20' Foot Section	0	0	0 \$	2,500.00	\$0.00
S-16.	Add or Deduct per 20 Foot Section of 10" (0.365" Wall), Pump Column, Airline Tube, Complete in Place with Submersible Cable Above or Below 540' Base Depth	Per 20' Foot Section	0	0	0 \$	4,500.00	\$0.00
S-17.	Add or Deduct per Stage of Cast Iron Pump Bowl, Complete in Place, Above or Below the Number Required to Meet the Base Bid Design Shown on this Proposal	Per Stage	0	0	0 \$	3,000.00	\$0.00
S-18.	Add or Deduct per Stage of Ductile Iron Pump Bowl, Complete in Place, Above or Below the Number Required to Meet the Base Bid Design, Conditions Shown on this Proposal	Per Stage	0	0	0 \$	3,500.00	\$0.00
S-19.	Add per Lump Sum, Complete in Place, Plugging and Abandonment of Test Hole per TDLR and TCEQ Regulations and Specifications	Per L.S.	0	0	0 \$	10,000.00	\$0.00
S-20.	Add per Lump Sum, Complete in Place, Plugging and Abandonment of Production Well per TDLR and TCEQ Regulations and Specifications	Per L.S.	0	0	0 \$	10,000.00	\$0.00

S-21.	Deduct per Lump Sum to Decrease Pump Motor Size from 400 HP Motor Size to 350 HP, Including all Necessary Electrical Equipment Changes and Labor	Per L.S.	0	0	0 \$	(15,000.00)	\$0.00
S-22.	Add per Lump Sum to Increase Pump Motor Size from 400 HP Motor Size to 450 HP Motor Size, Including all Necessary Electrical Equipment, Changes, and Labor	Per L.S.	0	0	0 \$	70,000.00	\$0.00
S-23.	Add or Deduct per Lump Sum (540 Feet), Complete in Place, to Install CS Hydril 1.25" Water Level Pipe in Lieu of Base Bid Specified, 1.25" PVC Water Level Pipe	Per L.S.	0	0	0 \$	10,000.00	\$0.00
S-24.	Add or Deduct per 20 Foot Section of Temporary Self-Supporting Acoustical Sound Wall System, 24 Feet Height, Complete in Place, Above or Below 334 Feet Base Length	Per L.S.	0	0	0 \$	2,750.00	\$0.00
S-25.	Center Point Energy Installation Service Drop Connection Allowance. City of Bunker Hill Village Shall Pay Exact Amount Once Provided with Ticket Invoice Documentation	Per L.S.	0	0	0 \$	5,000.00	\$0.00
S-26.	Add or Deduct per Hour of Pumping Test Time Above or Below than 95 Hours, Complete in Place	Per Hour	0	0	0 \$	300.00	\$0.00
Change Order No. 1							
1.	Relocating the sound wall on site	1 L.S.	1	0	1 \$	12,600.00	\$12,600.00

Summary of Work to Date

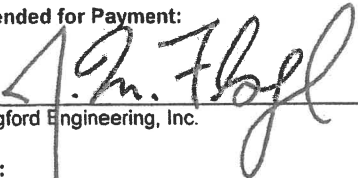
Work Performed to Date	\$2,047,030.00
Less 10% Retainage	<u>\$204,703.00</u>
Net Amount Earned to Date	\$1,842,327.00
Add: Materials Stored at Close of Period	\$0.00
Less 10% Retained on Hand	<u>\$0.00</u>
Subtotal Work Completed and Materials Stored	\$1,842,327.00
Less Previous Payments	<u>\$1,515,717.00</u>
AMOUNT DUE THIS ESTIMATE	\$326,610.00

Summary of Adjusted Contract

Original Contract Amount	\$2,301,390.00
Change Order No. 1	<u>\$ 12,600.00</u>
CURRENT CONTRACT AMOUNT	\$2,313,990.00

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

Recommended for Payment:

By: 
Langford Engineering, Inc.

Date: 10/25/22

Accepted:

By: 
Alsay, Inc.

Date: 10/25/22

Approved:

By: 
Bunker Hill Village

Date: 10/26/22

Distribution: Bunker Hill Village (1)
Alsay, Inc. (1)
Langford Engineering, Inc. (1)



ALSAYWATER.COM

PARTIAL WAIVER AND PARTIAL RELEASE OF LIEN RIGHTS OF
CONTRACTOR AND CERTIFICATION OF PAYMENTS

THE STATE OF TEXAS
COUNTY OF HARRIS

WHEREAS, The undersigned has performed labor or furnished materials or done both pursuant to the undersigned's contract with the City of Bunker Hill Village, hereinafter called "Owner", for improvements described as follows: Construction of Water Well No. 5 (LEI Job No. 200-020, Contract No. 1A); and,

WHEREAS, as a result of the foregoing, \$343,800.00 is due and payable to the undersigned from Owner for the period ending 09/30/22; and,

WHEREAS, the undersigned has been requested to acknowledge receipt from Owner of payment such sums as are due for the period ending 09/30/22 and to release and waive any liens or claims the undersigned may have or assert against Owner for such improvements and real property that have arisen by virtue of the undersigned's work in connection with such construction through said date

NOW, THEREFORE, based on payment of such sums due as of 09/30/22, the undersigned hereby waives, relinquishes, and releases its liens, claim rights, and charges of every nature whatsoever which have arisen by virtue of such labor (including all applicable local, state, and federal minimum prevailing wages) and/or materials furnished by the undersigned, including any and all mechanic's or materialmen's liens to the extent such monies owed have been paid, provided, however, such waiver, relinquishment and release shall not affect the undersigned's lien claims and rights with respect to sums which are not due and payable by the Owner to the undersigned, including sums retained by Owner as may be required by law or by the agreement between Owner and the undersigned or the undersigned's lien claims and rights for sums that become due to the undersigned after the above said date or which are now due for the performance by the undersigned in connection with the construction of such improvements pursuant to the agreement between Owner and the undersigned.

FURTHER, the undersigned hereby certifies that all claims and amounts from subcontractors and suppliers incurred by the undersigned have been paid for work for which previous certificates for payment were issued and payments received from Owner, and further that the undersigned, upon receipt of the sums requested in the current application for payment, will apply said money upon receipt thereof to the satisfaction of the current bills incurred during the time period covered by the current application payment, that all local, state, and federal taxes applicable to this contract or the work performed thereunder and not specifically assessed against the Owner have been paid or will be paid by the undersigned. The undersigned acknowledges the current payment due in the sum of \$343,800.00.



ALSAYWATER.COM

The foregoing representations are made to induce the Owner, to make payment of \$343,800.00 under said contract knowing that said Owner is relying upon the representations herein contained.

UNDERSIGNED:

Alsay Incorporated
Company Name

By: Stuart Natareno, General Manager
Name & Title

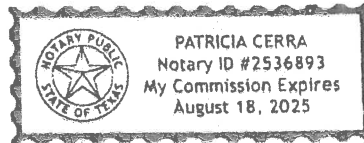
[Signature]
Signature

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, The undersigned authority, on this day personally appeared Stuart Natareno Of Alsay Incorporated, known to me to the person and officer whose name is subscribed to the foregoing instrument, and acknowledge to me that the 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 26 day of September 2022
My commission expires: 8.18.25

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



Laura Morales

From: Jacob Floyd
Sent: Tuesday, October 25, 2022 9:14 AM
To: Laura Morales; Keith Peters
Subject: FW: Langford Engineering - City of Bunker Hill Village - PE #8 / Invoice 9637
Attachments: BHV Well 5 PA_8.pdf

Hi Laura,

Please create the attached Pay Application for 200-020 #1.

@Keith Peters Please review and let me know if you have any questions.

Thanks,

Jacob M. Floyd, P.E.
Project Manager



1080 W Sam Houston Pkwy N. Suite 200
Houston, TX 77043
Office (713) 461-3530
Cell (713) 213-3357
Fax (713) 932-7505
www.LangfordEng.com

TBPE Firm No. 449

From: Pat Cerra <Pat.Cerra@alsaywater.com>
Sent: Monday, October 24, 2022 9:12 AM
To: Jacob Floyd <jacob.f@langfordeng.com>
Subject: Langford Engineering - City of Bunker Hill Village - PE #8 / Invoice 9637

Invoice 9637 Dated: 9.26.22 Due: 10.26.22 \$343,800.00

Good Morning.

Just a friendly reminder -

Attached is a copy of the referenced invoice.

When possible, may I have status and/or an update?

I appreciate your help.

Thank you.

Patricia Cerra-Muniz

ALSAY INCORPORATED
6615 GANT ROAD

ALSAY INCORPORATED **6615 Gant** **Houston, Texas 77066**

TO: Langford Engineering, Inc.
 1080 W. Sam Houston Pkwy. N.
 Suite 200
 Houston, Texas 77043-5014

Invoice No.: 9637
 DATE: 9/26/2022 ✓
 Payment Application No: 8 ✓
 FROM: 5/17/2021 to 9/30/2022

City of Bunker Hill Village - Construction of Water Well No. 5
 ORIGINAL CONTRACT: \$2,301,390.00
 CONTRACT ADJUSTMENTS: \$12,600.00
 ADJUSTED CONTRACT: \$2,313,990.00

Item No.	Description of Work	QTY	Unit	Unit Price	Scheduled Value	Previous Application	THIS APPLICATION Work in Place	Stored Material	Total Complete & Stored to Date	Percent Complete	Balance to Complete	10.00% Retainage
BASE BID ITEMS												
1	Mobilization	1	LS	200,000.00	\$200,000.00	200,000.00	\$0.00		\$200,000.00	100.00%	\$0.00	\$ 20,000.00
2	Demobilization; minor restoration and improvements	1	LS	30,000.00	30,000.00					0.00%	30,000.00	
3a	Drill 1400 ft. test hole and perform geophysical logging	1	LS	220,000.00	220,000.00	220,000.00			220,000.00	100.00%	0.00	22,000.00
3b	Temporary test well water samples	2	LS	40,000.00	80,000.00	40,000.00			40,000.00	50.00%	40,000.00	4,000.00
4a	Ream hole, install 24" casing (640') cement in place	1	LS	300,000.00	300,000.00	300,000.00			300,000.00	100.00%	0.00	30,000.00
4b	Under-ream below casing, install 18" blank liner (380'), gravel pack	1	LS	200,000.00	200,000.00	200,000.00			200,000.00	100.00%	0.00	20,000.00
4c	Under-ream below casing, install 18" screen (180'), gravel pack	1	LS	300,000.00	300,000.00	300,000.00			300,000.00	100.00%	0.00	30,000.00
4d	Agitate & develop well with drilling rig	1	LS	80,000.00	80,000.00	80,000.00			80,000.00	100.00%	0.00	8,000.00
4e	Develop well with test pump	1	LS	60,000.00	60,000.00	60,000.00			60,000.00	100.00%	0.00	6,000.00
4f	Perform pump step tests and 36-hour test	1	LS	60,000.00	60,000.00	60,000.00			60,000.00	100.00%	0.00	6,000.00
4g	Collect water samples and perform water analysis per TCEQ requirements	1	LS	5,000.00	5,000.00	5,000.00			5,000.00	100.00%	0.00	500.00
5a	Provide & install 1700 GPM pump and 400 HP motor (submersible) with 540' of 10" pump column assy.; temp. wiring & conduit	1	LS	382,000.00	382,000.00		382,000.00		382,000.00	100.00%	0.00	38,200.00
5b	Well foundation	1	LS	15,000.00	15,000.00	15,000.00			15,000.00	100.00%	0.00	1,500.00
5c	Well start-up	1	LS	3,000.00	3,000.00					0.00%	3,000.00	
6a	Furnish & install temp. acoustical sound wall - 24' ht. x 334' length	1	LS	60,000.00	60,000.00	60,000.00			60,000.00	100.00%	0.00	6,000.00
6b	Remove temp. sound wall	1	LS	20,000.00	20,000.00	20,000.00			20,000.00	100.00%	0.00	2,000.00

Item No.	Description of Work	QTY	Unit	Unit Price	Scheduled Value	Previous Application	THIS APPLICATION Work in Place	Stored Material	Total Complete & Stored to Date	Percent Complete	Balance to Complete	10.00% Retainage
BASE BID ITEMS												
7	Install temp. power pole, yard underground duct banks, temp. elec. panel & equip., coordinate with owner's utility provider	1	LS	135,000.00	135,000.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
8	Install & maintain temp. security fencing & SWPPP	1	LS	10,000.00	10,000.00	10,000.00			10,000.00	100.00%	0.00	1,000.00
9	Plug & abandon Well No. 2, per TDLR & TCEQ Regulations	1	LS	30,000.00	30,000.00	30,000.00			30,000.00	100.00%	0.00	3,000.00
SUPPLEMENTAL BID ITEMS												
S-1	Add/deduct pilot hole depth	1	FT	100.00	100.00							
S-2	Add for Spectralog	1	LS	3,500.00	3,500.00						3,500.00	
S-3	Add/deduct per test hole water sample	1	EA	40,000.00	40,000.00	40,000.00			40,000.00	100.00%	0.00	4,000.00
S-4	Add/deduct per hour of pumping for test hole water sampling	1	HR	400.00	400.00						400.00	
S-5	Add to install 30-ft. cement plug in test hole	1	LS	10,000.00	10,000.00	10,000.00			10,000.00	100.00%	0.00	1,000.00
S-6	Add/deduct 24" casing more/less than 640 f Actual = 645'	1	FT	120.00	120.00	600.00			600.00	500.00%	(480.00)	60.00
S-7	Add/deduct 18" blank liner more/less than 380 f Actual = 332'	1	FT	90.00	90.00	(4,320.00)			(4,320.00)	4800.00%	4,410.00	(432.00)
S-8	Add/deduct 18" SS screen more/less than 180 f Actual = 281'	1	FT	250.00	250.00	25,250.00			25,250.00	10100.00%	(25,000.00)	2,525.00
S-9	Deduct for Alternate 20" x 14" Well in lieu of 24" x 18" Well in Bid Item # 4	1	LS	(50,000.00)	(50,000.00)						(50,000.00)	
S-10	Add/deduct 20" casing more/less than 640 ft.	1	FT	95.00	95.00						95.00	
S-11	Add/deduct 14" blank liner more/less than 380 ft.	1	FT	70.00	70.00						70.00	
S-12	Add/deduct 14" SS screen more/less than 180 ft.	1	FT	210.00	210.00						210.00	
S-13	Add/deduct 1.25" PVC water level pipe more/less than 540 ft.	1	FT	2.00	2.00						2.00	
S-14	Add/deduct 0.25" SS airline & fittings more/less than 540 ft.	1	FT	3.00	3.00						3.00	

S-15	QTY	Unit	Unit Price	Scheduled Value	Previous Application	THIS APPLICATION		Total Complete & Stored to Date	Percent Complete	Balance to Complete	10.00% Retainage
						Work in Place	Stored Material				
Add/deduct per 10 ft. sec. of 10" pump column assembly	1	EA	2,500.00	2,500.00		-	-	0.00%	2,500.00	-	
Add/deduct per 20 ft. sec. of 10" pump column assembly	1	EA	4,500.00	4,500.00		-	-	0.00%	4,500.00	-	
Add/deduct per cast iron pump bowl stage	1	EA	3,000.00	3,000.00		-	-	0.00%	3,000.00	-	
Add/deduct per ductile iron pump bowl stage	1	EA	3,500.00	3,500.00		-	-	0.00%	3,500.00	-	
Add to plug & abandon test hole	1	LS	10,000.00	10,000.00		-	-	0.00%	10,000.00	-	
Add to plug & abandon produc. well	1	LS	10,000.00	10,000.00		-	-	0.00%	10,000.00	-	
Deduct to decrease motor size from 400 HP to 300 HP	1	LS	(15,000.00)	(15,000.00)		-	-	0.00%	(15,000.00)	-	
Add to increase motor size from 400 HP to 450 HP	1	LS	70,000.00	70,000.00		-	-	0.00%	70,000.00	-	
Add to install 540 ft. of hydril 1.25" water level pipe in lieu of PVC	1	LS	10,000.00	10,000.00		-	-	0.00%	10,000.00	-	
Add/deduct per 20 ft. temp. sound wall more/less than 334 ft.	1	LS	2,750.00	2,750.00		-	-	0.00%	2,750.00	-	
CenterPoint Energy installation service drop connection allowance	1	LS	5,000.00	5,000.00		-	-	0.00%	5,000.00	-	
Add/deduct per hour of pumping test time more/less than 96 hours	1	HR	300.00	300.00		-	-	0.00%	300.00	-	
CHANGE ORDER											
CO1 Relocation of Sound Wall	1	LS	12,600.00	12,600.00	12,600.00	-	12,600.00	100.00%	0.00	0.00	1,260.00
				\$2,313,990.00	\$1,684,130.00	\$382,000.00	\$0.00	\$2,066,130.00	89.29%	\$247,860.00	\$206,613.00

Adjusted Contract

WORK PERFORMED THIS ESTIMATE: \$382,000.00
 LESS RETAINAGE: 10.00% \$38,200.00
 NET AMOUNT DUE THIS ESTIMATE: \$343,800.00

John S. J. [Signature]

Alsay Incorporated

WORK PERFORMED TO DATE: \$2,066,130.00
 LESS RETAINAGE: 10.00% \$206,613.00
 NET AMOUNT EARNED TO DATE: \$1,859,517.00
 LESS PREVIOUS PAYMENTS REQUESTS: \$1,515,717.00
 TOTAL AMOUNT DUE: \$343,800.00

Langford Engineering, Inc.

Regulated By:
 Texas Department of Licensing & Regulation
 P.O. Box 12157
 Austin, Tx. 78711
 1-800-803-9202, 512-463-7880

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **Stuart Natareno**, **General Manager** [title] of **Alsay Incorporated** [Contractor], and, upon oath, after first being duly sworn, deposed and stated:

“My name is **Stuart Natareno** and I am the **General Manager** [title] of **Alsay Incorporated** [Contractor], hereinafter referred to in this affidavit as “Contractor.” The facts set forth herein are within my personal knowledge and are true and correct, and I am competent and authorized to make this affidavit on behalf of Contractor.

Contractor has supplied labor, materials, equipment and/or services under a contract with the **City of Bunker Hill Village** (“Owner”), for work to be performed on that certain project known as **Construction of Water Well No. 5, LEI Job No. 200-020, Contract No. 1A** (the “Project”), located at **12005 Taylor Crest Road, Houston, TX 77024** (the “Property”).

Contractor has paid or will pay each and all of its subcontractors, laborers, suppliers, vendors and materialmen in full for all labor, materials, equipment and/or services provided to it for incorporation in or use or work on the Project, which are included in its application for payment to Owner for the period ending **09/30/22** (the “Pay Period”). Contractor acknowledges that Owner is relying on Contractor’s statements and representations herein in making payment to Contractor.

Contractor hereby waives and releases any and all rights, claims and causes of action which Contractor may have against Owner and/or the owner of the Project, including any and all costs, expenses and damages incurred by Contractor, arising out of or related to all labor, materials, equipment and/or services furnished for incorporation in or use or work on the Project through the Pay Period.

The undersigned affiant agrees to indemnify Owner of and from any and all loss, cost or expense resulting from any false or incorrect information contained in this affidavit.”

Contractor:

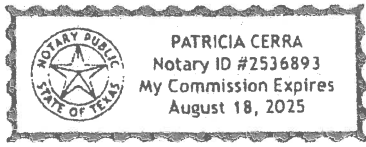
Alsay Incorporated

By: *Stuart Natareno*
[Signature of Affiant]

Printed Name: **Stuart Natareno**

Title: **General Manager**

SUBSCRIBED AND SWORN TO before me on this 26 day of Sept., 2022, by Stuart Natareno, General Manager [title] of Alsay Incorporated [Contractor], known to me or proved through photo identification.



Patricia Cerra
Notary Public in and for the State of Texas
My commission expires: 08.18.25