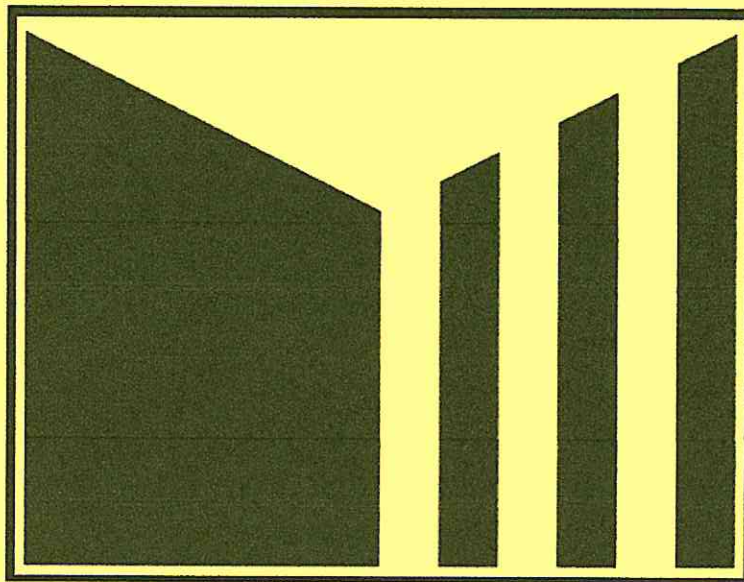


# MONTROSE MANAGEMENT DISTRICT



Agenda and Agenda Materials  
Meeting of the Board of Directors

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February 8, 2016



**MONTROSE MANAGEMENT DISTRICT  
NOTICE OF MEETING**

**TO: THE BOARD OF DIRECTORS OF THE MONTROSE MANAGEMENT DISTRICT AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that a meeting of the Board of Directors of the Montrose Management District will be held at 12:00 pm on Monday, February 8, 2016, at the University of St. Thomas, Malloy Hall, Carol Tatkon Boardroom, 3800 Montrose Blvd., Houston, Texas 77006; parking is available at Moran Parking Garage, 3807 Graustark, inside the boundaries of the District, open to the public, to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

**AGENDA**

1. Determine quorum; call to order.
2. Receive public comments. (A statement of no more than 3 minutes may be made on items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire Board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges.)
3. Approve minutes of regular meeting held January 11, 2016.
4. Receive update and recommendations from Finance Committee.
  - a. Receive District's monthly Assessment Collection Reports and Billing and Assessment Summaries, Lawsuit and Arbitration Status Details, and Delinquent Assessment Reports
  - b. Receive and consider District's monthly financial report and approve invoices for payment
5. Receive report on House Bill 1295 implementation.
6. Receive update and recommendations from Public Safety Committee.
7. Receive update and recommendations from Mobility and Visual Improvements Committee.
  - a. Receive bid report and recommendations regarding contract with Neon Electrical Corporation (NEC) for installation of Phase 1 Identification Markers.
  - b. Receive bid report and recommendations regarding contract with Landscape Art for installation of Phase I of esplanades.
8. Receive update from Marketing and Business Development Committee.
9. Receive update from Business and Economic Development Committee.
10. Receive Executive Director's Monthly Report.
11. Convene in Executive Session pursuant to Section 551.071, Texas Government Code, to conduct a private consultation with attorney to discuss litigation, and matters related to the same.
12. Reconvene in Open Session and authorize appropriate action by legal counsel related to executive session.
13. Announcements.
14. Adjourn.



Executive Director

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the District's Executive Director at (713) 5951200 at least three business days prior to the meeting so that the appropriate arrangements can be made.

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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3. Approve minutes of the regular meeting held January 11, 2016.

**MINUTES OF THE MEETING OF THE  
MONTROSE MANAGEMENT DISTRICT  
BOARD OF DIRECTORS**

**January 11, 2016**

**DETERMINE QUORUM; CALL TO ORDER.**

The Board of Directors of the Montrose Management District held a regular meeting, open to the public, on Monday, January 11, 2016, at 12:00 p.m. at St. Thomas University, 3800 Montrose Blvd., Malloy Hall, Carol Tatkon Boardroom, Houston, Texas 77006, inside the boundaries of the District, and the roll was called of the duly appointed members of the Board, to-wit:

Position 1 -	Claude Wynn, <i>Chairman</i>	Position 9 -	Kathy Hubbard, <i>Treasurer</i>
Position 2 -	Tammi Wallace	Position 10 -	Michael Grover
Position 3 -	Randy Mitchmore, <i>Vice Chairman</i>	Position 11 -	Ellyn Wulfe
Position 4 -	vacant, <i>Secretary</i>	Position 12 -	Brad Nagar, <i>Ass't Secretary</i>
Position 5 -	Lane Llewellyn	Position 13 -	vacant
Position 6 -	Robert Jara	Position 14 -	Todd Edwards
Position 7 -	Ryan Haley	Position 15 -	vacant
Position 8 -	Stephen L. Madden		

and all were present, with the exception of Directors Wynn, Llewellyn, Jara, Nagar and Edwards, thus constituting a quorum. Also present were David Hawes, Holli Robinson, Linda Clayton, Jerry Lowry, Gretchen Larson and Tony Allender, all with Hawes Hill Calderon, LLP; Clark Lord, Bracewell & Giuliani; Caryn Adams, Municipal Accounts & Consulting; Dennis Beedon, Montrose Business Ambassador; and Ray Lawrence, Lawrence & Associates. Others attending the meeting were Officer Victor Beserra, HPD; James Vick, SWA; and Daphne Scarbrough, Richmond Avenue Coalition. Vice-Chairman Mitchmore called the meeting to order at 12:04 p.m.

**RECEIVE PUBLIC COMMENTS.**

There were no public comments.

**APPROVE MINUTES OF REGULAR MEETING HELD DECEMBER 14, 2015.**

Upon a motion duly made by Director Grover, and being seconded by Director Hubbard, the Board voted unanimously to approve the Minutes of the December 14, 2015, Board meeting, as presented.

**RECEIVE AND ACCEPT RESIGNATION FROM CASSIE STINSON.**

The Board acknowledged Cassie Stinson's resignation, included in the Board agenda materials.

**RECEIVE UPDATE AND RECOMMENDATIONS FROM FINANCE COMMITTEE.**

- a. **Receive District's monthly Assessment Collection Reports and Billing Assessment Summaries, Lawsuit and Arbitration Status Details, and Delinquent Assessment Reports.**

Mr. Hawes reviewed the Assessment Collection Reports for the east and west zones, included in the Board agenda materials. He reported \$5 million in uncertified assessed value for 2015 in the east zone. He reported the west zone had \$5 million in uncertified assessed value for 2015 and \$70,822 in uncertified values for 2014. No action from the Board was required.

**12:09 p.m. Director Lane Llewellyn arrives meeting.**

**b. Receive and consider District's monthly financial report and approve invoices for payment.**

Ms. Adams presented the bookkeeper's report and went over invoices, included in the Board agenda materials. She reported check number 5260 in the amount of \$63,666.59, payable to Hawes Hill Calderon was being voided and replaced with check number 5276 in the amount of \$18,442.64. She reported one of the invoices from Hawes Hill should have been billed to TIRZ#1 and not the District. She reported a revised bookkeeper's report would be emailed to the Board members with the correction. Upon a motion duly made by Director Grover, and being seconded by Director Wulfe, the Board voted unanimously to accept the Bookkeeper's Report and approved payment of invoices, as amended voiding check number 5260 and issuing check number 5276 payable to Hawes Hill Calderon LLC in the amount of \$18,442.64.

Mr. Hawes reported there were no Committee meetings during December; however, staff would be providing updates regarding ongoing projects and initiatives.

**RECEIVE UPDATE FROM PUBLIC SAFETY COMMITTEE.**

Mr. Lowry reported the extra patrol authorized during the holidays benefited the District with zero burglaries to residential apartment complexes in the District this holiday season. Officer Beserra presented the Patrol Summary for December 2015, included in the Board agenda materials, and answered questions. There was general discussion regarding public safety initiatives. No action from the Board was required.

**RECEIVE UPDATE FROM MOBILITY AND VISUAL IMPROVEMENTS COMMITTEE.**

**a. Receive and consider bid recommendations for installation of Phase I Montrose Management District Identification Markers.**

Mr. Allender provided an update on the Special Parking Application and answered questions. He reported a public meeting was held in December and staff was preparing to submit the application to the City. He reported public notice will be mailed out on or before January 20, 2016. He reported the Application is anticipated to be heard on February 4 by the Planning Commission. Mr. Allender reported bidding on the Identification Markers has been delayed due to electrical issues. He provided an update on the removal of the gateway monument. Mr. Hawes provided an update on the bridge lighting project. Director Mitchmore had questions regarding the redesign of W. Alabama. Mr. Allender reported he would look into the issue and provide an update to the Board. No action from the Board was required.

**RECEIVE UPDATE FROM MARKETING AND BUSINESS DEVELOPMENT COMMITTEE.**

Ms. Larson provided an update on ongoing projects and answered questions. She reported LifeSmiles received 1st place in the Holiday Decorating Contest and Dr. Mitchmore stated he would be donating the prize money to a local charity. Ms. Larson reported staff is working on a comprehensive year

in review report to be presented to the Committee during its January meeting. No action from the Board was required.

**RECEIVE UPDATE FROM BUSINESS AND ECONOMIC DEVELOPMENT COMMITTEE.**

Mr. Lawrence provided an update on business and economic development in the District; and provided a few objectives the Committee will be focusing on for the new year. No action from the Board was required.

**RECEIVE EXECUTIVE DIRECTOR'S MONTHLY REPORT.**

Mr. Hawes reported his report is included in the Board agenda materials for review. No action from the Board was required.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE, TO CONDUCT A PRIVATE CONSULTATION WITH ATTORNEY TO DISCUSS LITIGATION, AND MATTERS RELATED TO THE SAME.**

**RECONVENE IN OPEN SESSION AND AUTHORIZE APPROPRIATE ACTION BY LEGAL COUNSEL RELATED TO EXECUTIVE SESSION.**

An executive session was not called.

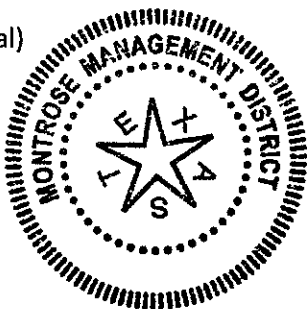
**ANNOUNCEMENTS.**

Mr. Hawes announced the appointment of Jerry Lowry as the new Deputy Executive Director for the District.

**ADJOURN.**

There being no further business to come before the Board, Vice-Chairman Mitchmore adjourned the meeting at 12:37 p.m.

(Seal)



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

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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4. Receive an update and recommendations from the Finance Committee.
  - a. Receive the Montrose Management District's monthly Assessment Collection Report and Billing and Assessment Summary, Lawsuit and Arbitration Status Details, and Delinquent Assessment Report
  - b. Receive and consider the District's monthly financial report and approve invoices for payment

**MONTROSE DISTRICT EAST ZONE  
ASSESSMENT COLLECTION REPORT  
January 2016  
BILLING AND COLLECTION SUMMARY  
FISCAL YEAR  
01/01/15 - 12/31/15**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2015	0.12500	\$857,814.20	\$370,309.25	\$287,504.95	55%
2014	0.12500	\$810,064.45	\$609,106.37	\$958.08	99%
2013	0.12500	\$495,919.54	\$495,088.41	\$831.13	99%
2012	0.12500	\$428,376.18	\$427,671.62	\$704.56	99%
2011	0.12500	\$409,486.26	\$409,448.76	\$37.50	99%
2010	0.12500	\$402,221.57	\$402,184.07	\$37.50	99%
2009	0.12500	\$419,939.17	\$419,901.67	\$37.50	99%
2008	0.12500	\$396,675.13	\$396,650.13	\$25.00	99%
2007	0.12500	\$309,394.27	\$309,375.52	\$18.75	99%

**Current Month Activity**

Revenue:	Current Month	Year to Date
2015 Assessment Collected	186,395.73	911,301.67
2014 Assessment Collected	631.25	542,164.56
2013 Assessment Collected	0.00	2,615.34
2012 Assessment Collected	0.00	587.70
2011 Assessment Collected	0.00	-212.70
2010 Assessment Collected	0.00	0.00
2009 Assessment Collected	0.00	0.00
2008 Assessment Collected	0.00	0.00
2007 Assessment Collected	0.00	-474.31
Penalty & Interest	151.50	9,216.88
Overpayments	0.00	22,133.57
CAD Lawsuits	0.00	14,448.43
CAD Corrections	0.00	474.31
Collection Fees	156.55	4,395.99
Estimated Payments	0.00	0.00
Court Fees	0.00	0.00
<b>Total Revenue</b>	<b>187,335.03</b>	<b>1,506,651.44</b>
Overpayments Presented for Refund	0.00	39,787.85
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2015:	529,832,649	Uncertified:	411,970
ASSESSED VALUE FOR 2014:	490,637,283	Uncertified:	0
ASSESSED VALUE FOR 2013:	400,408,482	Uncertified:	0
ASSESSED VALUE FOR 2012:	343,010,098	Uncertified:	0
ASSESSED VALUE FOR 2011:	327,610,699	Uncertified:	0
ASSESSED VALUE FOR 2010:	321,799,663	Uncertified:	0
ASSESSED VALUE FOR 2009:	336,117,938	Uncertified:	0
ASSESSED VALUE FOR 2008:	317,339,817	Uncertified:	0
ASSESSED VALUE FOR 2007:	321,765,077	Uncertified:	0

Assessment Collection Account: Compass Bank, Account No. 2530962019

**ASSESSMENT PLAN PROJECTIONS**

YEAR	MAX RATE	PROJECTED LEVY 2%	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE @ 10%
2007	0.12500	337,500	320,625	309,375.52	
2008	0.12500	344,250	327,038	396,650.13	
2009	0.12500	351,135	333,578	419,901.67	
2010	0.12500	358,158	340,250	402,184.07	
2011	0.12500	365,321	347,055	409,448.76	
2012	0.12500	372,627	353,996	427,671.62	
2013	0.12500	380,080	361,076	\$495,088.41	
2014	0.12500	387,681	368,297	\$609,106.37	
2015	0.12500	395,435	375,663	\$370,309.25	
2016	0.12500	403,344	383,177		
		3,695,531	3,510,754		369,553

The Projected Levy is based on the rate remaining at 0.12500

Prepared by: Equi-Tax Inc.  
Collector for the District



**MONTROSE DISTRICT EAST ZONE**

January 2016						
TOP TEN ASSESSMENT PAYERS						
PROPERTY OWNERS	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT	
PPF AMLI 2221 WEST DALLAS ST LL	1269260010001	2221 W DALLAS ST 404	77019 MULTI-FAMILY	76,116,000	95,145.00	
200 W MONTROSE ST STE 2200						
CHICAGO IL 60606-5070						
POST RICHMOND LP	1309010010001	RICHMOND AVE 77006	MULTI - FAMILY	33,885,268	42,356.59	
4401 NORTHSIDE PKWY NW STE 800						
ATLANTA GA 30327-3093						
CAMPANILE SOUTH LP	0302490010001	4306 YOAKUM BLVD 77006	OFFICE BUILDINGS	14,850,365	18,562.98	
109 N POST OAK LN STE 200						
HOUSTON TX 77024-7789						
UST REALTY COMPANY	0261640000027	4100 MONTROSE BLVD 77006	OFFICE BUILDINGS	13,440,501	16,800.63	
% UNIV OF ST THOMAS: ATTN PRES	0261630000021	4203 YOAKUM BLVD 77006				
3800 MONTROSE BLVD	0261630000001	4200 MONTROSE BLVD				
HOUSTON TX 77006-4626						
4203 MONTROSE LTD	1277520010001	4203 MONTROSE BLVD 77006	OFFICE BUILDING	10,645,000	13,306.25	
3810 W ALABAMA						
HOUSTON TX 77027-5204						
RIVERSIDE CPI LLC & REALTY CTR	0370370010001	220 W ALABAMA ST 131	77006 MULTI - FAMILY	10,262,916	12,828.65	
MANAGEMENT INC						
1990 S BUNDY DR STE 100						
LOS ANGELES CA 90025						
WALGREENS 03157	1179390010001	3317 MONTROSE BLVD 77006	RETAIL PHARMACY	8,161,430	10,201.79	
% TAX DEPT STOP NO 75						
300 WILMOT RD						
DEERFIELD IL 60015-4814						
ARMSTRONG CHARLES	0140670000002	804 PACIFIC ST 77006	VARIOUS COMMERCIAL	7,783,410	9,580.81	
5000 MONTROSE BLVD UNIT 22C	0140250000001	2302 GENESEE ST 12	77006			
HOUSTON TX 77006-6564	0140250000002	2308 GENESEE ST 77006				
	0140250000005	120 FAIRVIEW ST 77006				
	0140670000001	802 PACIFIC ST 77006				
	0140670000003	808 PACIFIC ST 77006				
	0140670000004	811 PACIFIC ST 77006				
	0140670000005	925 HYDE PARK BLVD 77006				
	0140670000006	808 HYDE PARK BLVD 77006				
	0140670000009	925 HYDE PARK BLVD 77006				
	0261510000020	2602 CROCKER ST 77006				

**MONTROSE DISTRICT EAST ZONE**

January 2016						
TOP TEN ASSESSMENT PAYERS						
	0261510000021	2605 GRANT ST 77006				
	0261510000027	805 PACIFIC ST 77006				
	0442130000001	810 PACIFIC ST 77006				
	0140680000009	810 HYDE PARK BLVD 77006				
EQUITAS CAMPANILE EAST LLC	1207680010001	4119 MONTROSE BVD 77006	OFFICE BUILDINGS	4,994,000	6,242.50	
3810 W ALABAMA ST						
HOUSTON TX 77027-5204						
3815 MONTROSE BVLD LP	1222280020001	3820 ROSELAND ST 77006	OFFICE BUILDINGS	4,878,309	6,097.89	
3815 MONTROSE BVLD STE 211	1222280010001	3815 MONTROSE BLVD 77006				
HOUSTON TX 77006-4666						

**MONTROSE DISTRICT EAST ZONE**

**January 2016**

## TOP TEN DELINQUENTS

PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT
BAIRD CHARLES L	92 008 270 000 0005	506 SUL ROSS ST #11 77006	APARTMENT	2012 - 2014	2,381.27
2438 WHITE OAK DR					
HOUSTON TX 77009-7322					
NGUYEN DONVEIN CAO & NANCY	92 066 041 000 0001	0 TAFT ST 77019	VACANT	2007 - 2014	268.75
5528 HARPER FOREST DR					
HOUSTON TX 77088-2620					
* Pending HCAD Value Lawsuits					

Harris County Improvement District No. 6 / East Montrose  
 Lawsuit and Arbitration Status Summary as of 1/8/2016

Jur 930

**Summary**

For Tax Years 2007-2015, for the period of June 2009 through December 2015

**Settled**

720,216,156	Original value of <b>Settled</b> accounts as of 1/8/2016
222	Number of <b>Settled</b> accounts as of 1/8/2016
71,077,479	Reduction in value of <b>Settled</b> accounts
9.87%	Average % reduction in value of <b>Settled</b> accounts

**Unsettled**

180,728,975	Original value of <b>Unsettled</b> accounts as of 1/8/2016
61	Number of <b>Unsettled</b> accounts as of 1/8/2016

.125 Tax rate per \$100 valuation

**\$22,295**

Estimated reduction in assessment on 61 Unsettled accounts,  
 based on 9.87% average

**MONTROSE DISTRICT WEST ZONE  
ASSESSMENT COLLECTION REPORT  
January 2016  
BILLING AND COLLECTION SUMMARY  
FISCAL YEAR  
01/01/15 - 12/31/15**

YEAR	RATE	TOTAL LEVY	COLLECTIONS	RECEIVABLE	% COLLECTED
2015	0.12500	\$1,511,484.18	\$603,591.40	\$907,892.78	40%
2014	0.12500	\$1,338,829.26	\$1,330,039.65	\$8,789.61	99%
2013	0.12500	\$1,133,814.54	\$1,125,935.66	\$7,878.88	99%
2012	0.12500	\$971,883.28	\$968,900.78	\$2,982.50	99%
2011	0.12500	\$883,812.60	\$882,679.93	\$1,132.67	99%
2010	0.12500	\$867,868.55	\$867,423.05	\$445.50	99%

Current Month Activity

Revenue:	<u>Current Month</u>	<u>Year to Date</u>
2015 Assessment Collected	365,172.33	603,591.40
2014 Assessment Collected	1,038.01	1,135,812.71
2013 Assessment Collected	1,202.48	3,687.28
2012 Assessment Collected	628.35	2,379.13
2011 Assessment Collected	0.00	1,203.81
2010 Assessment Collected	0.00	585.86
Penalty & Interest	983.62	18,520.66
Overpayments	1,936.48	13,646.77
CAD Lawsuits	0.00	39,853.49
CAD Corrections	0.00	1,162.79
Collection Fees	770.49	13,223.33
Estimated Payments	0.00	0.00
Court Fees	0.00	0.00
<b>Total Revenue</b>	<b>371,731.76</b>	<b>1,833,467.23</b>
Overpayments Presented for Refund	0.00	54,500.48
Overpayments Applied to Assessment	0.00	0.00

ASSESSED VALUE FOR 2015:	<b>1,215,443,391</b>	Uncertified:	<b>739,740</b>
ASSESSED VALUE FOR 2014:	<b>1,074,523,747</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2013:	<b>907,972,231</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2012:	<b>778,211,276</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2011:	<b>707,049,655</b>	Uncertified:	<b>0</b>
ASSESSED VALUE FOR 2010:	<b>694,292,461</b>	Uncertified:	<b>0</b>

Assessment Collection Account: Compass Bank, Account No. 2530962086

**ASSESSMENT PLAN PROJECTIONS**

YEAR	MAX RATE	PROJECTED LEVY 2%	COLLECTIONS @ 95%	CUMULATIVE COLLECTIONS	10 YEAR AVERAGE @ 10%
2010	0.12500	867,869	824,475	\$867,423.05	
2011	0.12500	885,226	840,965	\$882,679.93	
2012	0.12500	902,930	857,784	\$968,900.78	
2013	0.12500	920,989	874,940	\$1,125,935.66	
2014	0.12500	939,409	892,438	\$1,330,039.65	
2015	0.12500	958,197	910,287	\$603,591.40	
2016	0.12500	977,361	928,493		
		<b>6,451,981</b>	<b>6,129,382</b>		<b>645,198</b>

The Projected Levy is based on the rate remaining at 0.12500

Prepared by: Equi-Tax Inc.  
Collector for the District

**MONTROSE DISTRICT WEST ZONE**

**January 2016**

PROPERTY OWNER			TOP TEN ASSESSMENT PAYERS			PROPERTY TYPE	VALUE	ASSESSMENT
PROPERTY OWNER	ACCOUNT NOS	SITUS	PROPERTY TYPE	VALUE	ASSESSMENT			
FINGER FSC MONTROSE LTD 99 DETERING ST STE 200 HOUSTON TX 77007-8259	1215190010001	4899 MONTROSE BLVD 187 77006	MULTI - FAMILY	80,050,581	100,063.23			
WEINGARTEN REALTY INVESTORS 0591-001	0442250000001 0442250000170	2005 W GRAY ST 77019 1953 W GRAY ST 77019	VARIOUS COMMERCIAL	80,119,087	98,401.95			
P O BOX 924133 HOUSTON TX 77292-4133	0442250000169 0442250000168 0442250000145 0442250000110 0442250000105 0442250000005 0442250000002 0442250000171	1953 W GRAY ST 77019 2028 W GRAY ST 77019 2001 W GRAY ST 77019 2020 W GRAY ST 77019 2010 W GRAY ST 77019 2002 W GRAY ST 77019 1950 W GRAY ST 77019 2017 W GRAY ST 77019						
US REIF WESTHEIMER APARTMENTS TX LLC 1270 SOLDIERS FIELD RD BRIGHTON MA 02135-1003	1286390010001	2001 WESTHEIMER RD 244 77098	MULTI - FAMILY	47,000,000	58,750.00			
ANBIL ILR O L P 105 TOWN CENTER RD STE 10 KING OF PRUSSIA PA 19406-2394	0730810030011 1170070010001 1170070020001 0730810030007	1505 W CLAY ST 77019 1422 W GRAY ST 77019 1414 WAUGH DR 77019 1521 W CLAY ST 77019	SHOPPING CENTER	43,727,639	54,659.55			
DUNLAVY DEVELOPMENT PHASE 1 LLC 101 BERKSHIRE ST BELLAIRE TX 77401-5309	1286480010001	4310 DUNLAVY ST 236 77006	MULTI - FAMILY	41,900,000	52,375.00			
BEHRINGER HARVARD MUSEUM DISTRICT PROJECT OWNER LP 5800 GRANITE PKWY STE 1000 PLANO TX 75024-6619	1336630010001	1301 RICHMOND AVE #270 77006	APARTMENT	39,272,033	49,090.04			
PPF AMLI RIVER OAKS LLC 200 W MONROE ST STE 2200 CHICAGO IL 60606-5070	1335700010001	1340 W GRAY ST #275 77019	APARTMENT	38,531,075	48,163.84			
4300 DUNLAVY DEVELOPMENT LLC 101 BERKSHIRE ST BELLAIRE TX 77401-5309	1286480010002	4310 DUNLAVY ST 77006	APARTMENT	29,600,776	37,000.97			

# **MONTROSE DISTRICT WEST ZONE**

January 2016				
TOP TEN ASSESSMENT PAYERS				
FINGER-FSG DUNLAVY LTD	1345350010001	3833 DUNLAVY ST #399 77006	APARTMENT	29,325,530
% THE FINGER COMPANIES				36,656.91
99 DETERING ST STE 200				
HOUSTON TX 77007-8289				
MONTROSE REAL ESTATE PARTNERS LTD	1327190010001	0 W ALABAMA ST 77098	SUPERMARKET	28,649,155
C/O PROPERTY TAX DEPT	1327190010002	1701 W ALABAMA ST 77098		35,811.44
P O BOX 839999				
SAN ANTONIO TX 78283-3999				

MONTROSE DISTRICT WEST ZONE

January 2016						
TOP TEN DELINQUENT ACCOUNTS						
PROPERTY OWNER	ACCOUNT NO	SITUS	PROPERTY TYPE	ASSESSMENT YEAR(S)	ASSESSMENT	
EISEMANN MAUDE	94 010 167 000 0030	1116 W GRAY ST 77019	VACANT	2010 - 2014	2,739.83	
5455 JOHN DREAPER DR HOUSTON TX 77054-4230						
BISHOP JOAN 1547 WAVERLY ST HOUSTON TX 77008-4148	94 033 193 000 0005	120 PORTLAND 77006	RES CONVERSION	2012 - 2014	2,455.41	
MOUZI MOSTAFA 3415 ABINGER LN HOUSTON TX 77088-5607	94 130 493 001 0001	0 WESTHEIMER RD 77006	VACANT	2012 - 2014	1,990.10	
5020 INVESTMENTS LTD *	94 036 024 000 0003	5020 MONTROSE BLVD 77006	OFFICE BUILDINGS	2013	1,899.78	
5020 MONTROSE BLVD FL 9 HOUSTON TX 77006-6560						
PAMF LLC 2040 MARSHALL ST HOUSTON TX 77098-2717	94 026 058 007 0003	2040 MARSHALL ST 77098	AUTO GARAGE	2012 - 2014	1,603.77	
KAZALEH FAMILY LIVING TRUST 2414 PELHAM DR HOUSTON TX 77019-3420	94 018 022 000 0013	1519 INDIANA ST #8 77006	APARTMENT	2012 - 2014	1,510.52	
1921 WESTHEIMER INC 1921 WESTHEIMER RD HOUSTON TX 77098-1505	94 127 122 001 0001	1925 WESTHEIMER RE 77098	SHOPPING CENTER	2011 - 2014	1,266.20	
UNIQUE DEVELOPMENT GROUP 3730 KIRBY DR STE 930 HOUSTON TX 77098-3933	94 038 224 000 0007	1842 COLQUITT ST #10 77098	APARTMENT	2013	1,167.51	
LOPEZ MONICA & EDUARDO 1423 RICHMOND AVE HOUSTON TX 77006-5308	94 039 222 000 0013	1423 RICHMOND AVE 77006	RESTAURANT	2014	749.72	
RAMOS ANTONIO J JR 307 S GATE STONE HOUSTON TX 77007-8343	94 044 184 000 0060	1631 RICHMOND AVE #6 77006	APARTMENT	2014	656.25	
* Pending HCAD Value Lawsuits						



**Harris County Improvement District No. 11 / West Montrose  
Lawsuit and Arbitration Status Summary as of 1/8/2016**

Jun 939

**Summary**

For Tax Years 2010-2015, for the period of September 2010 through December 2015

**Settled**

1,125,669,159	Original value of <b>Settled</b> accounts as of 1/8/2016
376	Number of <b>Settled</b> accounts as of 1/8/2016
91,300,588	Reduction in value of <b>Settled</b> accounts
8.11%	Average % reduction in value of <b>Settled</b> accounts

**Unsettled**

491,384,115	Original value of <b>Unsettled</b> accounts as of 1/8/2016
148	Number of <b>Unsettled</b> accounts as of 1/8/2016

.125 Tax rate per \$100 valuation

\$49,819	Estimated reduction in assessment on	148	Unsettled accounts, based on 8.11% average
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**PERDUE, BRANDON, FIELDER, COLLINS & MOTT L.L.P.**  
**DELINQUENT ASSESSMENT SUMMARY REPORT**  
**MONTROSE DISTRICT**  
**February 8, 2016**

Amounts shown are 2014 base assessment unless indicated. Account numbers and addresses for Montrose District-West Zone are noted in *italics*.

**Suit pending-where appropriate, delinquent 2015 assessments are included in the suits:**

Joan Bishop 12-14 assessments \$2,455.41, *120 Portland St.-0331930000005*

Charles R. Baird (was Gamru Properties Ltd.) 12-14 assessments \$2,381.27, 506 Sul Ross St.-0082700000005

Heirs of Maude Eisemann 10-13 assessments \$2,004.75, *1116 W. Gray St.-0101670000030*

Kazaleh Family Living Trust 12-14 assessments \$1,510.52, *1519 Indiana St.-0180220000013*

Unique Development Group 13 assessments \$1,167.51, *1842 Colquitt St.-0382240000007*

Eduardo & Monica Lopez \$749.72, *1423 Richmond Ave.-0392220000013*

KFC National Management (assessment roll lists Donvein Cao & Nancy Nguyen) 07-10 assessments \$118.75, Block 1, Tracts 15 A & 16 A (north 10 ft. Lots 15 & 16) on Taft St.-0560410000001

**Bankrupt, claim filed:**

Berger Properties of Texas \$455.77, 1226 Welch St.-0370880000077

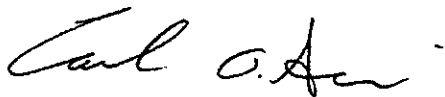
**Paid in full:**

Christ Safos 12-14 assessments \$2,579.17, *2009 Colquitt St.-0561250000013*

Mostafa Mouzi 12-14 assessments \$1,990.10, *Reserve A Block 1 on Westheimer Rd.-1304930010001*

Urban Trade International Inc. \$439.85, 2016 W. Alabama St.-0260550010004

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



Carl O. Sandin

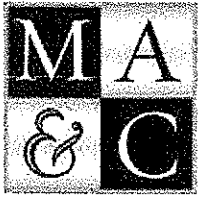
PerdueBrandonFielderCollins&Mott LLP  
ATTORNEYS AT LAW

Email: [csandin@pbfcm.com](mailto:csandin@pbfcm.com)

Office: 713-802-6965 (Direct Line)

Mobile: 713-824-1290

Fax: 713-862-1429



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

## Montrose Management District

### Bookkeeper's Report

February 8, 2016

**Montrose Management District**  
**Cash Flow Report - Checking Account**  
As of February 8, 2016

Num	Name	Memo	Amount	Balance
BALANCE AS OF 01/12/2016				\$95,783.37
<b>Receipts</b>				
	Interest Earned on Checking		9.40	
	Transfer from Money Market		50,000.00	
<b>Total Receipts</b>				50,009.40
<b>Disbursements</b>				
5233	Bankcard Center	Credit Card Expenses	(302.00)	
5274	Comcast	Office Expense	(200.74)	
5277	Aaron M Day	Security Expense	(3,885.11)	
5278	Brian M Alms	Security Expense	(415.58)	
5279	Charles Starks	Security Expense	(1,493.86)	
5280	John E Obenhaus	Security Expense	(1,528.42)	
5281	Joseph C Mabasa	Security Expense	(3,521.42)	
5282	Juan Atroyo	Security Expense	(1,923.88)	
5283	Juan J Chavez-Resendiz	Security Expense	(941.38)	
5284	Lec T Jaquarya	Security Expense	(2,503.02)	
5285	Leon Laurecano.	Security Expense	(1,474.75)	
5286	Michael C. Henderson	Security Expense	(369.57)	
5287	Ricardo Gonzales	Security Expense	(1,110.72)	
5288	Richard J Bass	Security Expense	(812.15)	
5289	Todd L Thibodeaux	Security Expense	(1,368.52)	
5290	Victor Beserra.	Security Expense / Coordinator Fee	(3,758.52)	
5291	ALLY	Vehicle Lease	(938.00)	
5292	Blank Rome LLP	Legal Fees	(196.36)	
5293	Bracewell & Giuliani LLP	Legal Fees - General Counsel	(2,297.92)	
5294	Chris Labod	Website Maintenance - 2 Months	(700.00)	
5295	Cracked Fox	Graphic Design & Marketing Services	(2,500.00)	
5296	Dennis C. Beedon	Business Ambassador Program Services	(2,950.30)	
5297	Dero Bike Rack Co.	Bike Racks	(2,605.00)	
5298	Equi-Tax, Inc.	Tax Services	(1,795.63)	
5299	Gandy Squared Lighting Design	Bridge Lighting Design	(2,145.00)	
5300	Hawes Hill Calderon, LLP	Consulting & Admin Fee	(30,740.34)	
5301	Kudela & Weinheimer	District Identity Marker & Esplanade Enhancement	(6,074.49)	
5302	Lawrence & Associates	Economic Development	(1,300.00)	
5303	Magoo's Print Shop	Marketing	(72.00)	
5304	Michael Hardy	Marketing	(2,000.00)	
5305	Montrose Car Care Center	Vehicle Maintenance	(25.50)	
5306	Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	(2,641.69)	
5307	Perdue Brandon, Fielder, Collins & Mott	Delinquent Tax Coll	(1,058.91)	
5308	SentriForce	Mobile Camera Program	(2,100.00)	
5309	Tawny Tidwell	Social Media Consulting Services	(3,500.00)	
5310	Walter P. Moore	Montrose Mobility Study	(2,340.00)	
5311	Yellowstone Landscape & Maintenance	Landscape Maintenance	(1,916.66)	
5312	Bankcard Center	Credit Card Expenses - Holding Check	0.00	
5313	Comcast	Office Expense - Holding Check	0.00	
5314	Harris County Treasurer	Legal Fees - Holding Check	0.00	
5315	Verizon Wireless	Cell Phone Expense - Holding Check	0.00	
ACH	United States Treasury	Monthly Payroll Taxes	(10,336.58)	

Montrose Management District  
**Cash Flow Report - Checking Account**  
 As of February 8, 2016

Num	Name	Memo	Amount	Balance
<b>Disbursements</b>				
ACH	Texas Workforce Commission	Quarterly SUTA Taxes	(13.77)	
<b>Total Disbursements</b>				<u>(105,857.79)</u>
<b>BALANCE AS OF 02/08/2016</b>				<u><u>\$39,934.98</u></u>

**Montrose Management District**

**Account Balances**

As of February 8, 2016

Financial Institution (Acct Number)	Issue Date	Maturity Date	Interest Rate	Account Balance	Notes
<b>Fund: Operating</b>					
<b>Certificates of Deposit</b>					
POST OAK BANK (XXXX0889)	04/05/2015	02/29/2016	0.30 %	50,000.00	East Zone
POST OAK BANK (XXXX0897)	04/05/2015	02/29/2016	0.30 %	50,000.00	West Zone
ICON BANK (XXXX8030)	04/30/2015	03/25/2016	0.21 %	50,000.00	West Zone
ICON BANK (XXXX3030)	06/06/2015	04/01/2016	0.21 %	50,000.00	East Zone
GREEN BANK (XXXX0169)	07/06/2015	05/02/2016	0.45 %	50,000.00	East Zone
GREEN BANK (XXXX0143)	08/04/2015	05/31/2016	0.45 %	50,000.00	East Zone
GREEN BANK (XXXX0311)	09/01/2015	05/31/2016	0.45 %	50,000.00	East Zone
GREEN BANK (XXXX0210)	10/13/2015	06/09/2016	0.40 %	50,000.00	West Zone
TRADITION BANK (XXXX0219)	11/19/2015	11/19/2016	0.75 %	350,000.00	
<b>Money Market Funds</b>					
COMPASS BANK-PREMIER (XXXX2019)	03/20/2012		0.15 %	469,586.59	(East Zone) Tax
COMPASS BANK-PREMIER (XXXX2086)	03/20/2012		0.15 %	661,961.89	(West Zone) Tax
<b>Checking Account(s)</b>					
TRADITION BANK (XXXX9069)			0.25 %	39,934.98	Checking Account
<b>Totals for Operating Fund:</b>				<b>\$1,921,483.46</b>	
<b>Grand total for Montrose Management District:</b>				<b>\$1,921,483.46</b>	

**Montrose Management District**  
**Summary of Pledged Securities**  
**As of February 8, 2016**

**Financial Institution: COMPASS BANK-PREMIER**

Total CDs, MM:	\$1,131,548.48	Collateral Security Required: Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: Yes
Total pledged securities:	\$1,092,975.17	Investment Policy Received: Yes
Ratio of pledged securities to investments:	123.98 %	

**Financial Institution: GREEN BANK**

Total CDs, MM:	\$200,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	

**Financial Institution: ICON BANK**

Total CDs, MM:	\$100,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	

**Financial Institution: POST OAK BANK**

Total CDs, MM:	\$100,000.00	Collateral Security Required: No
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: No
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	

**Financial Institution: TRADITION BANK (Depository Bank)**

Total CDs, MM, and Checking Accounts:	\$389,934.98	Collateral Security Required: Yes
Less FDIC coverage:	\$250,000.00	Collateral Security Agreement On File: Yes
Total pledged securities:	\$0.00	Investment Policy Received: Yes
Ratio of pledged securities to investments:	N/A	

Montrose Management District  
Revenue & Expenditures Total Zone  
January 2016

Ordinary Income/Expense Source of Funds	Jan 16	Budget	\$ Over Budget	% of Budget	Jan 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
14110 - Assessments	189,398	189,000	398	100%	189,398	189,000	398	100%	2,121,643
14111 - PY Assessments	631	667	(36)	93%	631	667	(36)	93%	8,000
14112 - Assessment Refunds	(163)	(5,853)	5,670	3%	(163)	(5,853)	5,670	3%	(70,000)
14120 - Collection Fees	157	0	157	100%	157	0	157	100%	0
14330 - Penalties & Interest	152	2,500	(2,348)	6%	152	2,500	(2,348)	6%	30,000
14330 - Miscellaneous Income	0	3	(3)	0%	0	3	(3)	0%	40
14370 - Interest Earned on Temp. Invest	84	263	(199)	30%	84	263	(199)	30%	3,400
14380 - Interest	9	11	(2)	82%	9	11	(2)	82%	135
14390 - Prior Year Ending Fund Balance	780,943	780,943	0	100%	780,943	780,943	0	100%	780,943
Total Source of Funds	971,211	967,574	3,637	100%	971,211	967,574	3,637	100%	2,871,161
Use of Funds									
Business Development									
16123 - Project Management	2,764	2,764	0	100%	2,764	2,764	0	100%	33,162
16125 - Marketing & Public Relations	0	1,083	(1,083)	0%	0	1,083	(1,083)	0%	13,000
16125-2 - Total Projects/Programs	72	6,230	(6,178)	1%	72	6,230	(6,178)	1%	75,000
16125-3 - Total Marketing Materials & Adv	9,620	17,750	(8,130)	54%	9,620	17,750	(8,130)	54%	213,000
16125-4 - Total Vendor Support of Project	9,692	25,083	(15,391)	39%	9,692	25,083	(15,391)	39%	301,000
Total 16125 - Marketing & Public Relations	1,380	4,167	(2,867)	31%	1,380	4,167	(2,867)	31%	50,000
16135 - Economic Development Services	0	1,236	(1,236)	0%	0	1,236	(1,236)	0%	15,000
16136 - Real Estate Consulting	0	510	(510)	0%	0	510	(510)	0%	6,115
16138 - Real Estate Forum	350	500	(150)	70%	350	500	(150)	70%	6,000
16140 - Web Site Main./Host/I.T.	895	167	728	536%	895	167	728	536%	2,000
16141 - GIS Services	15,001	34,441	(19,440)	44%	15,001	34,441	(19,440)	44%	413,277
Total Business Development	2,487	2,487	0	100%	2,487	2,487	0	100%	29,845
Project Staffing & Admin	450	417	33	108%	450	417	33	108%	5,000
16150 - Admin & Management	571	667	(96)	86%	571	667	(96)	86%	8,000
16160 - Reimbursable Expenses	894	167	727	535%	894	167	727	535%	2,000
16170 - Reimbursable Mitige	527	771	(244)	68%	527	771	(244)	68%	9,250
16180 - Postage, Deliveries	9	30	(41)	18%	9	30	(41)	18%	600
16190 - Printing & Reproduction	5,069	5,000	69	101%	5,069	5,000	69	101%	60,000
16200 - Public Notices, Advertising	1,744	1,685	59	104%	1,744	1,685	59	104%	20,229
16220 - Legal Services	1,653	2,042	(389)	81%	1,653	2,042	(389)	81%	21,500
16250 - Bookkeeping	81	33	48	24%	81	33	48	24%	4,000
16260 - Assess Data Mgmt & Billing Svcs	1,362	46	1,316	3,396%	1,362	46	1,316	3,396%	550
16270 - Office Furniture & Supplies	1,375	1,200	175	115%	1,375	1,200	175	115%	14,400
16280 - Other	201	208	(7)	97%	201	208	(7)	97%	2,500
16290 - Office Lease Space	0	0	0	0%	0	0	0	0%	13,000
16291 - Office Equipment	0	0	0	0%	0	0	0	0%	10,000
16340 - Auditing Fees	16,623	15,073	1,550	110%	16,623	15,073	1,550	110%	203,865
16350-1 - Insurance & Surety Bond.	0	0	0	0%	0	0	0	0%	0
Total Project Staffing & Admin	2,487	2,487	0	100%	2,487	2,487	0	100%	29,845

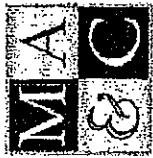


**Montrose Management District**  
**Revenue & Expenditures Total Zone**  
January 2016

	Jan 16	Budget	\$ Over Budget	% of Budget	Jan 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
<b>Security and Public Safety</b>									
15415 - Vehicle Lease	938	938	(20)	98%	938	938	(20)	98%	11,500
15416 - Vehicle Maintenance	0	208	(208)	0%	0	208	(208)	0%	2,500
15417 - Vehicle Maint. & Operations	26	600	(574)	4%	26	600	(574)	4%	7,200
15420 - Contract Public Safety Services	35,858	31,293	4,575	115%	35,858	31,283	4,575	115%	375,400
15421 - Payroll Expenses	2,741	2,226	515	123%	2,741	2,226	515	123%	26,712
15425 - Mobile Camera Program	2,950	2,917	33	101%	2,950	2,917	33	101%	35,000
15430 - Cell Phone	0	167	(167)	0%	0	167	(167)	0%	2,600
16102 - Public Safety Equipment	0	133	(133)	0%	0	133	(133)	0%	1,600
16110 - Graffiti Abatement	0	5,417	(5,417)	0%	0	5,417	(5,417)	0%	65,000
16115-1 - Nuisance Abatement.	0	5,167	(5,167)	0%	0	5,167	(5,167)	0%	62,000
16116 - Street Lights	0	233	(233)	0%	0	233	(233)	0%	2,800
16117 - Project Management	4,422	4,422	0	100%	4,422	4,422	0	100%	53,059
16118 - Security Donation	0	0	0	0%	0	0	0	0%	1,000
<b>Total Security and Public Safety</b>	<b>46,935</b>	<b>53,731</b>	<b>(6,796)</b>	<b>87%</b>	<b>46,935</b>	<b>53,731</b>	<b>(6,796)</b>	<b>87%</b>	<b>645,771</b>
<b>Visual Improvements &amp; Cultural</b>									
16201 - Project Management	829	829	0	100%	829	829	0	100%	9,948
16202 - Street Sweeping	0	7,667	(7,667)	0%	0	7,667	(7,667)	0%	92,000
16213 - Landscape Maintenance	1,917	2,083	(166)	92%	1,917	2,083	(166)	92%	25,000
<b>Total Visual Improvements &amp; Cultural</b>	<b>2,746</b>	<b>10,579</b>	<b>(7,833)</b>	<b>26%</b>	<b>2,746</b>	<b>10,579</b>	<b>(7,833)</b>	<b>26%</b>	<b>126,948</b>
<b>16560 - Miscellaneous Expense</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>
16580 - Transfer to Capital Budget	1,134,300	1,134,300	0	100%	1,134,300	1,134,300	0	100%	1,134,300
<b>Total Use of Funds</b>	<b>1,215,605</b>	<b>1,248,124</b>	<b>(32,519)</b>	<b>97%</b>	<b>1,215,605</b>	<b>1,248,124</b>	<b>(32,519)</b>	<b>97%</b>	<b>2,534,161</b>

Montrose Management District  
Revenue & Expenditures Total Zone  
January 2016

	Jan 16	Budget	\$ Over Budget	% of Budget	Jan 16	YTD Budget	\$ Over Budget	% of Budget	Annual Budget
Net Ordinary Income	(244,394)	(280,530)	36,136	87%	(244,394)	(280,530)	36,136	87%	330,000
Other Income/Expense									
Other Source of Funds									
Capital Improvements									
15401 - Transfer from General Fund	1,134,300	1,134,300	0	100%	1,134,300	1,134,300	0	100%	1,134,300
15402 - Tradition Bank Loan	0	129,817	(129,817)	0%	0	129,817	(129,817)	0%	1,537,802
Total Capital Improvements	1,134,300	1,264,117	(129,817)	90%	1,134,300	1,264,117	(129,817)	90%	2,692,102
Total Other Source of Funds	1,134,300	1,264,117	(129,817)	90%	1,134,300	1,264,117	(129,817)	90%	2,692,102
Other Use of Funds									
Capital Improvement									
Mobility & Transportation - CPF									
17000 - Project Management	9,949	9,949	0	100%	9,949	9,949	0	100%	119,362
17002 - Bridge Lighting Eng Services	2,145	3,400	(1,255)	63%	2,145	3,400	(1,255)	63%	40,800
17003 - SPA Engineering Services	2,340	1,250	1,090	187%	2,340	1,250	1,090	187%	15,000
17004 - Bike Pathway Eng Services	0	4,917	(4,917)	0%	0	4,917	(4,917)	0%	39,000
17005 - General Engineering Services	0	2,500	(2,500)	0%	0	2,500	(2,500)	0%	30,000
17006 - Bike Rack Installation Project	2,605	4,583	(1,978)	57%	2,605	4,583	(1,978)	57%	53,000
17007 - Bike & Pedestrian Path Imp Proj	0	41,667	(41,667)	0%	0	41,667	(41,667)	0%	500,000
17008 - Bridge Lighting Install Project	0	62,500	(62,500)	0%	0	62,500	(62,500)	0%	730,000
Total Mobility & Transportation - CPF	17,039	130,766	(113,727)	13%	17,039	130,766	(113,727)	13%	1,569,182
Visual Improve & Cultural - CPF									
17100 - Project Management	7,185	7,185	0	100%	7,185	7,185	0	100%	86,220
17101 - Identity Marker Design Services	0	975	(975)	0%	0	975	(975)	0%	11,700
17102 - Esplanade Design Services	0	3,750	(3,750)	0%	0	3,750	(3,750)	0%	45,000
17103 - Identity Marker Installation	0	35,417	(35,417)	0%	0	35,417	(35,417)	0%	425,000
17104 - Esplanade Installation	0	46,250	(46,250)	0%	0	46,250	(46,250)	0%	555,000
Total Visual Improve & Cultural - CPF	7,185	93,577	(86,392)	8%	7,185	93,577	(86,392)	8%	1,122,920
Total Capital Improvement	24,224	224,343	(200,119)	11%	24,224	224,343	(200,119)	11%	2,692,102
Total Other Use of Funds	24,224	224,343	(200,119)	11%	24,224	224,343	(200,119)	11%	2,692,102
Net Other Income	1,110,976	1,039,774	70,302	107%	1,110,976	1,039,774	70,302	107%	0
Planned Reserves	865,682	759,224	106,458	114%	865,682	759,224	106,458	114%	350,000



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

## Montrose Management District


### Quarterly Investment Inventory Report Period Ending December 31, 2015

BOARD OF DIRECTORS  
Montrose Management District

Attached is the Quarterly Investment Inventory Report for the  
Period ending December 31, 2015.

This report and the District's investment portfolio are in compliance with the  
investment strategies expressed in the District's investment policy, and the  
Public Funds Investment Act.

  
Mark M. Burton  
(Investment Officer)

  
Ghia Lewis  
(Investment Officer)

#### COMPLIANCE TRAINING

"HB 675 states the Investment Officer must attend at least one training seminar for (6) six hours  
Within twelve months of taking office and requires at least (4) four hours training within each (2)  
two year period thereafter.

INVESTMENT OFFICERS  
Mark M. Burton

CURRENT TRAINING  
October 26, 2007 (UNT 10 Hours)  
October 26, 2009 (Texpool Academy 10 Hours)  
November 5, 2011 (Texpool Academy 10 Hours)  
November 5, 2013 (Texpool Academy 10 Hours)  
November 27, 2015 (Texpool Academy 10 Hours)

Ghia Lewis

September 13, 2003 (McCall, Gibson 6 Hours)  
September 23, 2007 (McCall, Gibson 4 Hours)  
October 26, 2009 (Texpool Academy 10 Hours)  
October 25, 2011 (Texpool Academy 10 Hours)  
November 7, 2013 (Texpool Academy 10 Hours)  
November 5, 2015 (Texpool Academy 10 Hours)

1300 Post Oak Blvd. • Suite 1600 • Houston, Texas 77056 • Phone: 713.623.4539 • Fax: 713.629.6859

Montrose Management District

Summary of Money Market Funds

10/01/2015 - 12/31/2015

Fund: Operating		Financial Institution: COMPASS BANK-PREMIER	Account Number: XXXX2019	Date Opened: 03/20/2012	Current Interest Rate: 0.15%	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
							454,000.73				
10/01/2015						To Checking			(41,600.00)		
10/01/2015						To Checking			(16,000.00)		
10/14/2015						Assessments			(467.06)		
10/31/2015						Assessments			(49.33)		
10/31/2015						CAD Law suits		516.39			
10/31/2015										57.55	
10/31/2015						To Checking			(18.00)		
11/09/2015						WFT Tradition Bk - Promissory			(40,000.00)		
11/24/2015									(112,000.00)		
11/30/2015									(18.00)		51.43
11/30/2015						Assessments		3,303.32			
11/30/2015						Assessments		666.04			
11/30/2015						Assessments		920.51			
11/30/2015						Assessments					
11/30/2015						Penalty & Interest			(474.31)		
11/30/2015						Overpayments		535.32			
11/30/2015						CAD Law suits		6.31			
11/30/2015						CAD Corrections		436.57			
11/30/2015						Collection Fees		474.31			
11/30/2015						Estimated Payments		511.69			
12/14/2015						To Checking			(318.31)		
12/17/2015						To Checking			(56,000.00)		
12/31/2015						Assessments			(8,000.00)		
12/31/2015						Assessments		180,550.20			
12/31/2015						CAD Law suits			(125.15)		
12/31/2015								125.15			

Methods Used For Reporting Market Values

Certificates of Deposit:  
 Securities/Debt Government Obligations:  
 Public Fund Investment Pool/AM Accounts:  
 Face Value Plus Accrued Interest  
 Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Balance = Book Value = Current Market

Montrose Management District  
Summary of Money Market Funds  
10/01/2015 - 12/31/2015

Fund: Operating						
Financial Institution: COMPASS BANK-PREMIER						
Account Number: XXXXX2019    Date Opened: 03/20/2012    Current Interest Rate: 0.15%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
12/31/2015					41.93	
12/31/2015			0.90	(18.00)		
12/31/2015	Overpayments					
Totals for Account XXXXX2019:		\$454,060.73	\$188,106.71	(\$275,088.16)	\$150.91	\$367,230.19
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
10/01/2015		810,771.81				
10/01/2015	To Checking					
10/13/2015	GREEN CD XXXXX0210 INTEREST		115.61	(88,400.00)		
10/14/2015	To Checking			(34,000.00)		
10/31/2015				(18.00)	102.38	
10/31/2015	Assessments		411.84			
10/31/2015	To Checking			(85,000.00)		
11/24/2015	WT Tradition Bk - Promissory			(238,000.00)		
11/30/2015					89.69	
11/30/2015	Assessments		8,308.61	(18.00)		
11/30/2015	Assessments			(117.91)		
11/30/2015	Penalty & Interest		307.45			
11/30/2015	CAD Lawsuits		1,515.41			
11/30/2015	Collection Fees		340.99			
12/14/2015	To Checking			(119,000.00)		
12/17/2015	To Checking			(17,000.00)		
12/31/2015	Assessments		230,110.46			
12/31/2015	Assessments		3,363.96			
12/31/2015	Assessments		573.66			

Methods Used For Reporting Market Values

Certificates of Deposits  
 Securities/Debt Government Obligations  
 Public Fund Investment Pool/PM Accounts  
 Fixed Value Plus Accrued Interest  
 Market Value Quoted by the Seller of the Security and Confirmed in Writing  
 Balance = Book Value = Current Market

Montrose Management District

Summary of Money Market Funds

10/01/2015 - 12/31/2015

Fund: Operating						
Financial Institution: COMPASS BANK-PREMIER						
Account Number: XXXX2086    Date Opened: 03/20/2012    Current Interest Rate: 0.15%						
Date	Description	Begin Balance	Cash Added	Cash Withdrawn	Int. Earned	End Balance
12/31/2015	Assessments		491.27			
12/31/2015	Penalty & Interest		1,103.67			
12/31/2015	CAD Law suits		37.50			
12/31/2015	Collection Fees		1,058.91			
12/31/2015					69.86	
12/31/2015				(18.00)		
Totals for Account XXXX2086:		\$810,771.81	\$247,739.34	(\$581,571.91)	\$261.93	\$477,201.17
Totals for Operating Fund:		\$1,264,832.54	\$435,846.05	(\$856,660.07)	\$412.84	\$844,431.36

Methods Used For Reporting Market Value

Certificates of Deposit: Face Value Plus Accrued Interest

Securities/Other Government Obligations: Market Value Quoted by the Seller of the Security and Confirmed in Writing

Public Fund Investment Pool/MM Accounts: Balance = Book Value = Current Market

Montrose Management District  
Summary of Certificates of Deposit with Money Market  
10/01/2015 - 12/31/2015

Financial Institution	Investment Number	Issue Date	Maturity Date	Beginning Balance	Principal From Cash	Principal From Investment	Principal Withdrawn	Principal Reinvested	Ending Balance	Interest Rate	Beg. Acc. Interest	Interest Earned	Interest Reinvested	Interest Withdrawn	Accrued Interest
<b>Fund: Operating</b>															
<b>Certificates of Deposit</b>															
GREEN BANK	XXXX0143	08/04/15	05/31/16	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.45%	35.75	0.00	0.00	0.00	91.85
GREEN BANK	XXXX0169	07/06/15	05/02/16	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.45%	53.63	0.00	0.00	0.00	109.73
GREEN BANK	XXXX0210	03/16/15	10/12/15	50,000.00	0.00	0.00	0.00	50,000.00	0.00	0.40%	109.04	115.61	0.00	115.61	0.00
GREEN BANK	XXXX0210	10/13/15	06/09/16	0.00	0.00	50,000.00	0.00	0.00	50,000.00	0.40%	0.00	0.00	0.00	0.00	43.29
GREEN BANK	XXXX0311	09/01/15	05/31/16	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.45%	18.49	0.00	0.00	0.00	74.59
ICON BANK	XXXX3030	06/06/15	04/01/16	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.21%	33.66	0.00	0.00	0.00	59.84
ICON BANK	XXXX3030	04/30/15	03/25/16	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.21%	44.30	0.00	0.00	0.00	70.48
POST OAK BANK	XXXX0889	04/05/15	02/29/16	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.30%	73.56	0.00	0.00	0.00	110.96
POST OAK BANK	XXXX0897	04/05/15	02/29/16	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.30%	73.56	0.00	0.00	0.00	110.96
TRADITION BANK	XXXX0219	11/19/15	11/19/16	0.00	350,000.00	0.00	0.00	0.00	350,000.00	0.75%	0.00	0.00	0.00	0.00	302.05
<b>\$112K FROM EAST ZONE MM/\$238K FROM WEST ZONE MM</b>															
<b>Totals for Operating Fund:</b>															
Beginning Balance:	\$400,000.00			400,000.00	350,000.00	50,000.00	0.00	50,000.00	750,000.00	N/A	441.99	115.61	0.00	115.61	\$973.75
Plus Principal From Cash:	\$350,000.00														
Less Principal Withdrawn:	\$0.00														
Plus Interest Reinvested:	\$0.00														
Fixed Balance:	\$750,000.00														
MM Balance:	\$844,431.36														
Total Balance:	\$1,594,431.36														
<b>Totals for District:</b>															
				400,000.00	350,000.00	50,000.00	0.00	50,000.00	750,000.00	N/A	441.99	115.61	0.00	115.61	\$973.75

Beginning Balance:  
Plus Principal From Cash:  
Less Principal Withdrawn:  
Plus Interest Reinvested:  
Fixed Balance:  
MM Balance:  
Total Balance:

**Methods Used For Reporting Market Values**

Certificates of Deposit:  
Securities/Other Government Obligations:  
Public Fund Investment Pool/MM/Accounts:

Face Value Plus Accrued Interest  
Market Value Quoted by the Seller of the Security and Confirmed in Writing  
Balance = Book Value = Current Market

Montrose Management District

Detail of Pledged Securities

10/01/2015 - 12/31/2015

Financial Institution: COMPASS BANK-PREMIER

Security: FHLCB CUSIP: 31300L2Z7	Par Value: Date 12/31/2015	Value 396,283.98	Maturity Date: 01/01/2043	Pledged: 12/30/2015	Released:	Amount Released:
Security: FHLMC CUSIP: 3128PAJ55	Par Value: Date 10/31/2015 11/30/2015 12/31/2015	Value 417,150.98 402,747.63 402,591.82	Maturity Date: 10/01/2042	Pledged: 02/26/2014	Released:	Amount Released:
Security: FHLMC CUSIP: 31300LZC3	Par Value: Date 10/31/2015 11/30/2015 12/31/2015	Value 450,000.00 325,478.76 322,398.13 322,398.13	Maturity Date: 08/01/2043	Pledged: 01/26/2015	Released:	Amount Released:
Security: FHNAC CUSIP: 31326FHR2	Par Value: Date 10/31/2015	Value 450,000.00 246,519.71	Maturity Date: 03/01/2043	Pledged: 02/10/2014	Released: 11/17/2015	Amount Released: 450,000.00
Security: FNMA CUSIP: 3138UJNQ7	Par Value: Date 10/31/2015	Value 275,000.00 180,536.85	Maturity Date: 08/01/2042	Pledged: 01/20/2015	Released: 11/06/2015	Amount Released: 275,000.00
Security: FNMA CUSIP: 3138MHU55	Par Value: Date 10/31/2015 11/30/2015	Value 500,000.00 281,293.41 278,343.84	Maturity Date: 11/01/2042	Pledged: 02/09/2015	Released: 12/08/2015	Amount Released: 500,000.00

Methods Used For Reporting Market Values

Coefficient of Deposit:  
Securities/Direct Government Obligations:  
Public Fund Investment Pool/ADA Accounts:  
Par Value Plus Accrued Interest:  
Market Value Quoted by the Seller of the Security and Confirmed in Writing:  
Balance = Book Value = Current Market



**Montrose Management District  
Vendor Monthly Payment Terms**

Vendor Name	Memo	Monthly Amount	Contractual	Recurring	Monthly Invoice Received
5020 Investments Ltd	Office Lease Expense	1,200.00	X		
ALLY	Vehicle Lease (2)	938.00	X		X
SentiForce	Mobile Camera Program	2,100.00	X		X
Bankcard Center	Credit Card Expenses	302.00		X	X
Blank Rome LLP	Legal Fees	196.36	X		X
Blue Atlas Marketing	Website Expenses		X		
Bracewell & Giuliani LLP	Legal Fees - General Counsel	2,297.92	X		X
Charles Nicholas Promotional Products	Promotion		X		
Comcast	Office Expenses	200.74		X	X
Cracked Fox	Graphic Design & Marketing Services	2,500.00	X		X
Deborah Quinn Hensel	Writing and Photography Expense		X		
Dennis C. Beedon	Buisness Ambassador Program Services	2,950.30	X		X
Dero Bike Rack Co.	Bike Racks	2,605.00	X		X
e-Vision 1 Productions, LLC	MMD Video Archive		X		
Equi-Tax, Inc.	Tax Services	1,795.63	X		X
Gandy Squared Lighting Design	Bridge Lighting Design	2,145.00	X		X
Grafikshop	Office Expense		X		
Greater East End Management District	Graffiti Abatement Services		X		
Harris County Treasurer	Legal Fees		X		
Hawes Hill Calderon, LLP	Consulting & Admin Fee	30,740.34	X		X
Houston Arts Alliance	Syndication Services		X		
Kudela & Weinheimer	District Identity Marker	6,074.49	X		X
Lawrence & Associates	Economic Development	1,300.00	X		X
Magoo's Print Shop	Marketing Expenses	72.00	X		X
McCall, Gibson, Swedlund, Barfoot, PLLC	Audit Expense		X		
Minuteman Press - Post Oak	Newsletter Expense		X		
Michael Hardy	Marketing Expenses	2,000.00	X		X
Mr. Dirt of Texas	Street Sweeping Expense		X		
Municipal Accounts & Consulting, L.P.	Bookkeeping Fees	2,641.69	X		X
Perdue Brandon, Fielder, Collins & Mott	Delinquent Tax Coll	1,058.91	X		X
Chris Labod	Website Maintenance	700.00	X		X
Yellowstone Landscape & Maintenance	Landscape Maintenance	1,916.66	X		X
SMC Logistics	Street Lights		X		
Tawny Tidwell	Social Media Consulting Services	3,500.00	X		X
United Graphics	Postcards		X		
Verizon Wireless	Cell Phone Expense			X	
Walter P. Moore	West Montrose Mobility Study	2,340.00	X		X
Montrose Car Care Center	Vehicle Maintenance	25.50		X	X
Texas Municipal League	Insurance Expense			X	
Mark Burton, P.L.L.C.	Annual Financial Report			X	
HBDGR Enterprises, LLC	Recycling Event		X		
Kafoglis Construction			X		
Amber N. Ambrose	Writing and Photography Expense		X		
Xenn	Website		X	X	
Houston Busniess Journal	Legal Noties		X		
Twisted Mister Promotions	HEB Recycle Event		X		
Bike Houston			X		
Tradition Bank	Legal Cost		X		
TSG Reporting, Inc.	Public Hearing			X	
University of St. Thomas	Meeting Expense			X	





# Officer Payroll Report

Print to PDF

Jan-16						
✓ Jan-16	Alms, Brian	10:00	\$45.00	\$450.00	\$0.00	\$450.00 5278
✓ Jan-16	Arroyo, Juan	50:00	\$45.00	\$2,250.00	\$0.00	\$2,250.00 5282
✓ Jan-16	Bass, Richard	20:00	\$45.00	\$900.00	\$0.00	\$900.00 5285
✓ Jan-16	Beserra, Victor	22:00	\$45.00	\$990.00	\$3,500.00	\$4,490.00 5290
✓ Jan-16	Chavez-Resendiz, Ju	24:00	\$45.00	\$1,080.00	\$0.00	\$1,080.00 5283
✓ Jan-16	Day, Aaron	115:00	\$45.00	\$5,175.00	\$0.00	\$5,175.00 5277
✓ Jan-16	Gonzales, Ricardo	30:00	\$45.00	\$1,350.00	\$0.00	\$1,350.00 5287
✓ Jan-16	Henderson, Michael	10:00	\$45.00	\$450.00	\$0.00	\$450.00 5286
✓ Jan-16	Jaguera, Lee	70:00	\$45.00	\$3,150.00	\$0.00	\$3,150.00 5284
✓ Jan-16	Laureano, Leon	39:00	\$45.00	\$1,755.00	\$0.00	\$1,755.00 5285
✓ Jan-16	Mabasa, Joseph	103:00	\$45.00	\$4,635.00	\$0.00	\$4,635.00 5284
✓ Jan-16	Obernhaus, John	42:00	\$45.00	\$1,890.00	\$0.00	\$1,890.00 5280
✓ Jan-16	Starks, Charlie	41:00	\$45.00	\$1,845.00	\$0.00	\$1,845.00 5279
✓ Jan-16	Thibodeaux, Todd	35:00	\$45.00	\$1,575.00	\$0.00	\$1,575.00 5289
Period Total		14	\$27,495.00	\$3,500.00	\$30,995.00	
Grand Total		14	\$27,495.00	\$3,500.00	\$30,995.00	

Sunday, January 31, 2016

Page 3 of 1



Questions?  
Visit [allyauto.com](http://allyauto.com) or call 888-925-ALLY(2559)

Statement reflects payment(s) received through: 01/22/16

Account Summary			
Next Payment:	Past Due Payments	Amount Due	Other Unpaid Amounts:
Due Date: 04/13/16	Due Date		Late Charge:
Base Payment: \$469.00			Extension Fee:
Sales/Use Tax:			Summons:
Per. Property Tax:			Registration Fee:
Other Scheduled:			Miscellaneous:
Total: \$469.00	Total:		Total:

STATEMENT TOTAL: \$469.00

## Account Information

Account Number: 61192028617  
Make: 14 JEEP GRAND  
VIN: 1C4RJEEG3C34220

Scheduled End Date: 01/12/17  
Payments Remaining: 0

## Important Account Message

Keep the conversation rolling with Ally Auto! Stay up to date on our latest news and get helpful tips about financing, vehicle maintenance and more. Like Us on Facebook or Follow us on Twitter <https://www.facebook.com/AllyAuto> <https://twitter.com/allyauto>

## Don't Want to Mail Your Payment? We Have Options:

- Automatic Payments - Allow your payment to be conveniently transferred from your checking or savings account to Ally, at no cost to you. Please visit [allyauto.com](http://allyauto.com) for more information.
- Online Payments and Billing Statements - Register for Ally Online Services at [allyauto.com](http://allyauto.com), add your account, then schedule one-time payments at your convenience or go green with e-Statements, at no cost to you.
- Payments by phone or payments online by debit card - To hear available options call 888-925-2559. A third party service provider fee may apply.

Contact Information: You can reach us by visiting [allyauto.com](http://allyauto.com) or call us at 888-925-ALLY(2559)

Do not send cash or post-dated checks. All checks will be processed upon receipt. Make checks payable to ALLY.  
Return the portion below with your payment to the Payment Processing Center address below.



PO BOX 389962  
BLOOMINGTON MN 55438-0962

THE MONTROSE MANAGEMENT  
PO BOX 22197  
HOUSTON TX 77227

DUE DATE: 04/13/16

ACCOUNT NUMBER: 61192028617  
STATEMENT TOTAL: \$469.00

TOTAL AMOUNT PAID: \$ 469.00

PAYMENT PROCESSING CENTER  
PO BOX 78234  
PHOENIX AZ 85062-4234

04 07 611 9202 76117 2 00061900 7 7 L



Questions?  
Visit [allyauto.com](http://allyauto.com) or call 888-925-ALLY(2559)

Statement reflects payment(s) received through: 01/22/16

Account Summary			
Next Payment:	Past Due Payments	Amount Due	Other Unpaid Amounts:
Due Date: 04/13/16	Due Date		Late Charge:
Base Payment: \$469.00			Extension Fee:
Sales/Use Tax:			Summons:
Per. Property Tax:			Registration Fee:
Other Scheduled:			Miscellaneous:
Total: \$469.00	Total:		Total:

STATEMENT TOTAL: \$469.00

## Account Information

Account Number: 611920287691  
Make: 14 JEEP GRAND  
VIN: 1C4RJEEG3C32296

Scheduled End Date: 01/12/17  
Payments Remaining: 9

## Important Account Message

Keep the conversation rolling with Ally Auto! Stay up to date on our latest news and get helpful tips about financing, vehicle maintenance and more. Like Us on Facebook or Follow us on Twitter <https://www.facebook.com/AllyAuto> <https://twitter.com/allyauto>

## Don't Want to Mail Your Payment? We Have Options:

- Automatic Payments - Allow your payment to be conveniently transferred from your checking or savings account to Ally, at no cost to you. Please visit [allyauto.com](http://allyauto.com) for more information.
- Online Payments and Billing Statements - Register for Ally Online Services at [allyauto.com](http://allyauto.com), add your account, then schedule one-time payments at your convenience or go green with e-Statements, at no cost to you.
- Payments by phone or payments online by debit card - To hear available options call 888-925-2559. A third party service provider fee may apply.

Contact Information: You can reach us by visiting [allyauto.com](http://allyauto.com) or call us at 888-925-ALLY(2559)

Do not send cash or post-dated checks. All checks will be processed upon receipt. Make checks payable to ALLY.  
Return the portion below with your payment to the Payment Processing Center address below.



PO BOX 389962  
BLOOMINGTON MN 55438-0962

THE MONTROSE MANAGEMENT  
PO BOX 22197  
HOUSTON TX 77227

DUE DATE: 04/13/16

ACCOUNT NUMBER: 611920287691  
STATEMENT TOTAL: \$469.00

TOTAL AMOUNT PAID: \$ 469.00

PAYMENT PROCESSING CENTER  
PO BOX 78234  
PHOENIX AZ 85062-4234

04 07 611 9202 97613 8 00061900 7 7 4

# BLANK ROME LLP

717 TEXAS AVENUE  
SUITE 1400  
HOUSTON, TEXAS 77002  
(713) 228-6001 FAX: (713) 228-6005  
FEDERAL TAX ID NO. 23-1911674

MONTROSE MANAGEMENT DISTRICT  
C/O DAVID HAWES  
HAWES HILL CALDERON LLP  
9610 LONGPOINT, SUITE 150  
HOUSTON, TX 77005

INVOICE DATE: JANUARY 11, 2016  
MATTER NO. 139016-00601 02752  
INVOICE NO. 1548537

REGARDING: MONTROSE MANAGEMENT DISTRICT  
CAUSE NO. 2012-28396; 1628 RAWTHORNE LTD. VS. MONTROSE  
MANAGEMENT DISTRICT; IN THE 33RD JUDICIAL DISTRICT COURT  
OF HARRIS COUNTY, TEXAS

FOR LEGAL SERVICES RENDERED THROUGH 12/31/15  
FOR DISBURSEMENTS ADVANCED THROUGH 12/31/15

\$ 147.00  
49.36

CURRENT INVOICE TOTAL

\$ 196.36

pd w/ck # 5292

RECEIVED  
JAN 20 2016  
Municipal Accounts  
& Consulting

## ACH / WIRE

## MAIL

BANK NAME:	RBS Citizens Bank	Blank Rome LLP
ADDRESS:	Philadelphia, PA	Attn: Finance Department
ACCOUNT TITLE:	Blank Rome LLP	One Logan Square
ACCOUNT NUMBER:	433666735	130 North 18th Street
ABA NUMBER:	03607150 (Domestic)	Philadelphia, PA 19103-6998
SWIFT CODE:	CTZUS33 (International)	

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

Bracewell & Giuliani LLP  
ATTORNEYS AT LAW

P. O. Box 84856  
Dallas, TX 75284-8566  
713 223-2300  
TAX ID 74-1024827

Page 1

Montrose Management District  
3815 Montrose Boulevard  
Suite 211  
Houston, Texas 77006

December 31, 2015  
Invoice: 21637596  
B/A: 04674

Our Matter #: 051914.000001 For Services Through December 31, 2015  
General Counsel

			Hours	Rate/Hr	Amount
12/01/15	Review and revise Assessment hearing documents	Clark Stockton Lord	1.00	\$67.00	\$67.00
12/01/15	Complete the hearing examiners' reports for the hearings on the supplemental rolls	Deborah Russell	0.75	\$325.00	243.75
12/08/15	Finalize the post hearing documentation; prepare email to L. Clayton transmitting same for the Board packets	Deborah Russell	0.25	\$325.00	81.25
12/11/15	Review and revise TIRZ Resolution	Clark Stockton Lord	0.50	\$67.00	283.50
12/11/15	Discussions with C Lord regarding the resolution of the District to support the creation of the Montrose TIRZ; prepare a draft resolution	Deborah Russell	0.75	\$325.00	243.75
12/14/15	Prepare for and attend Board meeting	Clark Stockton Lord	2.00	\$67.00	1,134.00

Summary of Fees

	Hours	Rate/Hr	Amount
Clark Stockton Lord	3.50	\$67.00	1,984.50
Deborah Russell	1.75	\$325.00	\$568.75
Total	5.25	\$446.00	2,553.25

Less Discount (255.33)

Total Fees for Professional Services \$2,297.92

Fees for Professional Services \$2,297.92

Total Current Billing for this Matter \$2,297.92

STATEMENT FOR PROFESSIONAL SERVICES IS PAYABLE UPON PRESENTATION  
INVOICE AMOUNT DUE IN UNITED STATES DOLLARS

pdw/clk #5293

Bracewell & Giuliani LLP  
ATTORNEYS AT LAW

P. O. Box 84856  
Dallas, TX 75284-8566  
713 223-2300  
TAX ID 74-1024827

Remittance Page

December 31, 2015  
051914  
INVOICE NO: 21637596  
04674

Client: Montrose Management District  
Matter: General Counsel  
Matter No: 051914.000001

Please Remit Total Balance Due

\$2,297.92

Please Return this Remittance Page with Your Payment

WIRE TRANSFER INFORMATION

Wire to: Bank of America, 901 Main Street, Dallas, Texas  
Name on Account: Bracewell & Giuliani LLP  
Bank Account No: 001390004197  
ABA Number (For Wire Transfers Only): 025009593; (For ACH'S Only): 111000025  
For International Wires Also Include:  
Swift Code (U.S. Funds): BOFAUS33; Swift Code (Foreign Funds): BOFAUS66  
Please include the invoice number as a reference when sending the wire.

STATEMENT FOR PROFESSIONAL SERVICES IS PAYABLE UPON PRESENTATION  
INVOICE AMOUNT DUE IN UNITED STATES DOLLARS

pdw/clk #5293



Chris Labod  
2502 Deer Forest Dr  
Spring TX 77373  
(281) 458-0741

Montrose Management District  
5020 Montrose, Suite 311  
Houston TX 77006

Invoice

Jan 01, 2016  
Invoice # 2016-01-366  
Website Maintenance

Item	hrs / qty	rate / price	taxes	subtotal
MMD Website Maintenance	00.00	\$350.00		\$350.00

Monthly retainer for Montrose Management District website maintenance

pdw/clk #5294

Subtotal \$350.00  
Total due by Jan 16, 2016 \$750.00



Chris Labod  
2502 Deer Forest Dr  
Spring TX 77373  
(281) 458-0741

Montrose Management District  
5020 Montrose, Suite 311  
Houston TX 77006

Invoice

Feb 01, 2016  
Invoice # 2016-02-376  
Website Maintenance

Item	hrs / qty	rate / price	taxes	subtotal
MMD Website Maintenance	00.00	\$350.00		\$350.00

Monthly retainer for Montrose Management District website maintenance

pdw/clk #5294

Subtotal \$350.00  
Total due by Feb 15, 2016 \$350.00



hello! you have an invoice from:  
**Cracked Fox**  
2815 Bermuda Dunes Dr. Missouri City, TX 77459  
Roan@CrackedFox.com | 832.364.4012 | www.CrackedFox.com

Bill To:

Montrose Management District  
PO Box 22167  
Houston, TX 77227

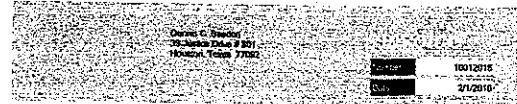
Date	Invoice No.	Terms
09/01/16	567	Net 30
Payments/Credits	Balance Due	
\$0.00	\$2,500.00	

Item	Description	Quantity	Rate	Amount
marketing	marketing, graphic design and photography, research, meetings and other... for the month of AUGUST		0.00	0.00
Design	Wikipedia page development for district	9.2	75.00	690.00
Design	research and development for real estate event	8.2	75.00	615.00
Design	research, photography and collateral for brochure/marketing/economic development	11	75.00	825.00
1	Branding, Marketing and Research including logo quality assurance in usage and recreation of logos used in district print collateral	0.5	65.00	32.50
2	Editing, proof reading, and checking for website, information/hyperlink integrity	1	75.00	75.00
3	Meetings, Correspondence, Phone Calls, and Invoicing	1	75.00	75.00
4	Photography: editing, color correction, airbrushing, cropping etc.) for use in web and print collateral. Captioning and Keywording of galleries for district usage and external search engines. Archiving district images to external harddrives, websites, and DVDs for backup	1.1	75.00	82.50
5	Providing licensing, stock photography, and partner requests and print requests. Social media: Facebook/twitter/pinterest/instagram updates, photogalleries, posting, tagging, creation of cover photos. Backup monitoring of Facebook, with response and interaction with visitors requests/questions.	1	75.00	75.00
6	Print and Web resolution creation of files in proper formats for distribution to printers, web developers, partners and staff.	0.4	75.00	30.00

Total \$2,500.00

Thank you for your business

pd w/ck #5895



Cracked Fox  
2815 Bermuda Dunes Dr  
Missouri City, TX 77459  
832.364.4012  
www.CrackedFox.com

Net 10 Days Business Ambassador Program

Date	Description	Quantity	Rate	Amount
10/01/16	Business Ambassador Contract agreement	0.00		\$2,800.00

Printed Post	\$0.00	Account	\$0.00
Printed Post	\$2,800.00	Shipping Cost	\$0.00
		Sub Total	\$2,800.00

Total \$2,800.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

INVOICE TOTAL: \$2,800.00

pd w/ck #5896

**DERO**  
A PLAYCORE Company  
504 Malcolm Ave SE Suite 100 MINNEAPOLIS, MN 55414  
Tel Registration No 25-303-0026  
www.dero.com  
(612) 359-0689 • (888) 337-6725

Remit to:  
DERO  
504 Malcolm Ave SE Suite 100  
MINNEAPOLIS, MN 55414

Payment Net 30 days  
Invoice date 01/25/2016  
Due date 02/25/2016

Site contact  
Contact phone

Sold to:  
Montrose Management District  
PO Box 22167  
HOUSTON, TX 77227

### Invoice

Page 1 of 1  
Invoice number DW-0001833  
Sales order SO-00018350  
Customer PO signed quote  
Reference

Customer no 00007187  
Status - 713-489-4660

Ship to:  
Statins Kurligle  
2300 Park Street, Unit 1  
HOUSTON, TX 77013

Catalog No	Description	Qty	Unit	Amount
MCINTROSC RACK	Inground Mount, Powder Coated, White	6.000	EA	1,080.00
CUSTOM LOGO	Quantity: 6.000 Configuration: EPK Color: White Style: KS Custom Laser cut plates welded to rack: Montrose Laser Cut Plate with "J LEIGH" - DWG 1002091-A	1.000	EA	670.00
CUSTOM LOGO	Custom Laser cut plates welded to rack: Montrose Laser Cut Plate with "JH MEDAORY OF LEIGH BESS BOONE" - DWG 1002093-A	1.000	EA	670.00

Please Call 24 hours in advance. Lift gate requested.

PO#1561 w/ Louis 12/16

Mode of delivery: LTL

Tracking number: FedEx354683325-6

Sales subtotal amount	Other charges	Freight	Net amount	Sales tax
2,430.00	0.00	185.00	2,605.00	0.00

INVOICE TOTAL DUE: \$2,605.00 USD

pd w/ck #5897

### Equi-Tax Inc.

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

### Invoice

DATE	INVOICE #
2/1/2016	49067

BILL TO  
The Montrose District  
Hawes Hill Calderon LLP  
PO Box 22167  
Houston TX 77227-2167

DESCRIPTION	AMOUNT
Roll Management, Billing and Collections	1,795.63

pd w/ck #5898

Total \$1,795.63

pd w/cx# 5301



HOUSTON CHRONICLE  
CREDIT SERVICE DEPARTMENT  
801 TEXAS AVENUE  
HOUSTON, TX 77002

Return Service Requested

# CLASSIFIED ADVERTISING INVOICE/STATEMENT

Advertiser/Client Number: 022130323  
Advertiser/Client Name: KUDELA & WEINHEIMER  
Billed Account Number: 022130323  
Billing Date: 11/30/15  
Payment Terms: NET 15 DAYS  
Current Net Amount: \$3,860.35  
Total Amount Due: \$0.00  
Amount Enclosed: \$  
Please call 713-362-7954  
to pay by check, card  
Please make your checks payable to HOUSTON CHRONICLE

7155 Old Katy Road, Suite 270  
Houston, Texas 77024  
713.869.8987  
713.869.0908 (fax)  
www.houston.com

Invoice #: 16878  
Invoice Date: 1/5/2016  
Billing Period: 12/1/2015 - 12/31/2015  
Project #: MOK-551  
Project Name: Montrose District Expansion  
Enhancements-Ph 1

Montrose District  
c/o Hawes Hill Calderon, LLP  
P.O. Box 22167  
Houston, TX 77227-2167

Zero Balance -  
No Payment Required -  
For Your Records Only.

334120151130200000000002130323020000000000000000



# CLASSIFIED ADVERTISING INVOICE/STATEMENT

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 86304-0085  
TID #: 76-0556295

Advertiser/Client Name	Advertiser/Client Number	Billed Acct Number	Billing Period	Sales Rep.	Total Amount Due
KUDELA & WEINHEIMER	022130323	022130323	11/01/15 - 11/30/15	LEGAL NOTICES #0630	\$0.00

Date	Newspaper Reference Number	Description/Other Comments and Charges	SAU Size Billed Units	Times Run Rate	Gross Amount	Net Amount
11/15/15	INV-200085001	1240 BIDS & PROPOSALS INVITATION TO BIDDERS SLS 630 BY CATHLEEN LYNCH 002 COPIES AFF CHRG	95X1C 285L	4 13.51	\$3,850.35	
11/19/15	CHRON EX DAT: 688305 PPD: ADX				\$10.00	\$3,860.35
						(\$3,860.35)

## Summary of Current Activity

Lines: 285  
Inches: 4  
Gross Amount: \$3,860.35  
Current Net Charges: \$3,860.35  
Current Payments/Credits: (\$3,860.35)

Current	30 days	60 days	90 days	120 days	Unapplied Amount	Total Amount Due
\$3,860.35	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,860.35)	\$0.00

pd w/ck #5301

## INVOICE

### FEES

Phase	Contract Amount	% Complete	Prior Billings	This Invoice
Schematic Design	\$10,800.00	100%	\$10,800.00	\$0.00
Construction Documentation	\$29,700.00	34%	\$10,098.00	\$0.00
Construction Administration	\$10,800.00	0%	\$0.00	\$0.00
Bidding	\$2,700.00	80%	\$1,080.00	\$1,080.00
	\$54,000.00		\$21,978.00	\$1,080.00

### REIMBURSABLE EXPENSES

Date	Vendor Name	Vendor Invoice #	Amount
1/7/2016	Employee Expense	Houston Chron	\$4,765.67
			\$4,765.67

Total Amount Due This Invoice: \$1,080.00

### PAYMENTS OUTSTANDING

Invoice #	Invoice Date	Fees	Expenses	Paid to Date	Balance Due
19852	12/14/2015	\$0.00	\$58.63	\$0.00	\$58.63
19824	11/10/2015	\$2,268.00	\$52.87	\$0.00	\$2,320.87
		\$2,268.00	\$119.50	\$0.00	

Total Past Due Amount: \$2,369.50

Total Current + Past Due Amount: \$3,467.50

### WORK PERFORMED THIS PERIOD

During this billing period time was spent on the following tasks:

- Conducted project pre-bid meeting
- Completed project front end docs and specifications
- Coordinated bidding material with sub contractors

pd w/ck #5301

Thank You!



HOUSTON CHRONICLE  
CREDIT SERVICE DEPARTMENT  
801 TEXAS AVENUE  
HOUSTON, TX 77002

Return Service Requested

# CLASSIFIED ADVERTISING INVOICE/STATEMENT

Advertiser/Client Number: 009030324  
Advertiser/Client Name: KUDELA & WEINHEIMER  
Billed Account Number: 009030324  
Billing Date: 12/31/15  
Payment Terms: NET 15 DAYS  
Current Net Amount: \$4,144.06  
Total Amount Due: \$4,144.06  
Amount Enclosed: \$  
Please call 713-362-7954  
to pay by check, card  
Please make your checks payable to HOUSTON CHRONICLE

HOUSTON CHRONICLE  
CREDIT SERVICE DEPARTMENT  
801 TEXAS AVENUE  
HOUSTON, TX 77002

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 86304-0085  
TID #: 76-0556295

LAWRENCE & ASSOCIATES  
2226A POTOMAC DR.  
HOUSTON, TEXAS 77057

February 1, 2016

Montrose Management District  
P.O. Box 22167  
Houston, TX 77227-2167

## INVOICE



# CLASSIFIED ADVERTISING INVOICE/STATEMENT

HOUSTON CHRONICLE  
P.O. BOX 80085  
PRESCOTT, AZ 86304-0085  
TID #: 76-0556295

Advertiser/Client Name	Advertiser/Client Number	Billed Acct Number	Billing Period	Sales Rep.	Total Amount Due
KUDELA & WEINHEIMER	009030324	009030324	12/01/15 - 12/31/15	LEGAL NOTICES #0630	\$4,144.06

Date	Newspaper Reference Number	Description/Other Comments and Charges	SAU Size Billed Units	Times Run Rate	Gross Amount	Net Amount
12/07/15	INV-204232001	1240 BIDS & PROPOSALS INVITATION TO BIDDERS SLS 630 BY CATHLEEN LYNCH 002 COPIES AFF CHRG	182X1C 302L	4 13.51	\$4,134.06	
					\$10.00	\$4,144.06

## Summary of Current Activity

Lines: 306  
Inches: 4  
Gross Amount: \$4,144.06  
Current Net Charges: \$4,144.06  
Current Payments/Credits:

Current	30 days	60 days	90 days	120 days	Unapplied Amount	Total Amount Due
\$4,144.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,144.06

pd w/ck #5301

Description	Amount
Professional fees:	
Services performed as Contract Director of Economic Development for January, 2016.	\$1,250.00
Reimbursable expenses:	
Registration for CCIM luncheon on January 14, 2016	50.00
Total amount due	\$1,300.00

pd w/ck #5301

Thank you,

Ray C. Lawrence



# INVOICE for email

Date: 1/16/2016 Invoice #: 16-1063

RH: Tot

Montrose District  
\*\*\*Email Invoice\*\*\*  
PO Box 22167  
Houston, TX 77066

P.O. Number: Gretchen Larson Customer Contact: Ret 10 Days

Item Code	Quantity	Description	Amount
BC-P	1000 each	Business Cards - J. Lowry	72.00
Total			\$72.00

pd w/ck # 5303

Thank you for choosing Magoos! EIN # 20-0544930

Magoos's PrintShop, Inc. • Certified WBE / HUB  
16637 West Hardy, Suite E • Houston, Texas 77060 • magoosprintshop.com  
281.875.6000 • Fax 281.875.6048 • Toll Free 866.890.0022 • Toll Free Fax 888.890.0022

MICHAEL HARDY

949 Radan Street  
Houston, TX 77009  
512-758-0183  
michael.hardy@gmail.com  
SSA 814-20-0750

# INVOICE

INVOICE #	DATE
8	2/3/2016
CUSTOMER ID	TERMS
N/A	N/A

SELL TO

Montrose Management District  
PO Box 22167  
Houston, TX 77027

PAY TO

Michael Hardy  
949 Radan St.  
Houston, TX 77009

DESCRIPTION	Date	AMOUNT
At Art League Houston, Helping Artists Assert Their Value	1/7/2016	\$20.00
My Montrose: Woody Williams	1/16/2016	\$20.00
Rememorizing Tony Carroll	1/21/2016	\$20.00
Historic African-American Cemetery	Filed 1/31	\$20.00
TOTAL		\$2,000.00

Thank you for your business

pd w/ck # 5304

Montrose Car Care Center  
3807 Montrose Blvd  
Houston, TX 77006  
713 524-2109 Fax 713-524-0902

Repair Order # 0040580  
Date: 1/28/2016  
Page 1 of 1  
Center: 1

## COMPLETE AUTOMOTIVE SERVICE - FOREIGN & DOMESTIC

Customer: MONTROSE DISTRICT  
Address: PO BOX 22167  
City: HOUSTON, TX 77227-2167  
Phone 1: ( 713 ) 596-1205 Ext: SUSN  
Phone 2: ( 713 ) 614-7663 Ext: VICT

Vehicle: 2014 JEEP GRAND CHEROKEE  
License: 1179112 Prod: 11/2013  
VIN: 1C4RJEGSEC348220  
Engine: Trans: AUTO  
Mileage: 23316 Key#:

Item	Part Number	Description	Price	Op. Tech	Description	Time	Charge
Mileage In:	23316			IN 901 XL STARK INSPECTION			23.50
Mileage Out:	23316						

OK Bad Recommendation OK Bad Recommendation OK Bad Recommendation

pd w/ck # 5305

I hereby authorize the repair work to be done along with the necessary parts and materials and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your discretion, for the purpose of testing and/or inspection.

Notice Pursuant to Sec 70.001, Texas property code  
I am the person or agent, acting on behalf of the person obligated to pay for the repair of the vehicle subject to this repair contract. I understand this vehicle is subject to repossession in accordance with Sec 9.503, Texas Business Commerce Code if a written payment or credit card for the repair is stopped, delayed, for lack of funds or because the maker has no account. All Work performed under this contract with 12 month or 12000 Mile warranty

Labor:	\$25.50
Parts:	\$0.00
Sublet:	\$0.00
Other Fees:	\$0.00
Supplies:	\$0.00
Subtotal:	\$25.50
Sales Tax:	\$0.00
Paid By:	Total: \$25.50
Pay Ref:	Paid: \$0.00
	Due: \$25.50



MUNICIPAL ACCOUNTS  
& CONSULTING, L.P.

Montrose Management District  
1300 Penn Oak Blvd, Suite 1600  
Houston, TX 77056

# Invoice

Date	Invoice #
2/1/2016	41148

Description	Amount
Monthly Bookkeeping	1,125.00
Delivery of documents	25.00
Pulled and boxed files for year end audit	131.25
Patrol Payroll	225.00
Additional time for Board Meeting	75.00
Additional report preparation	150.00
Prepared Formal Audit Requests/Copied Merged Securities	43.75
Preparation of annual audit schedules	75.00
Preparation and maintenance of Quarterly Investment Report	350.00
Delivery	51.62
Mileage	8.10
Delivery	7.00
Storage	47.53
Document Storage & Retention Service	10.70
Copies	68.10
Annual charge for Checks, W-2s, 1099s, W-3s & 1096s Tax Forms	248.64
Total Reasonable Expenses	441.69
pd w/ck # 5306	
Total	\$2,641.69

200 River Pointe • Suite 240 • Conroe, Texas 77304 • Phone: 936.756.1644 • Fax: 936.756.1841

8834 N. CAPITAL OF TEXAS HIGHWAY, SUITE 150 • AUSTIN, TEXAS 78759 • Phone: 512.782.2400 • Fax: 512.795.9968

1300 Penn Oak Blvd. • Suite 1600 • Houston, Texas 77056 • Phone: 713.621.4539 • Fax: 713.629.6850



PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP  
Attorneys at Law  
1235 North Loop West, Suite 600  
Houston, Texas 77008

INVOICE #	IVC00029250
DATE	1/13/2016
BY	

Bill to:

Montrose Management District W (HCID 11)  
c/o Equi-Tax Inc.  
P.O. Box 73109  
Houston, Texas 77273

December 2015	\$1,058.91
Professional Services rendered in the collection of delinquent taxes, penalties and interest	
December, 2015.	
pd w/ ck #5307	
\$1,058.91	

# SENTRIFORCE

a view from above

## Invoice

Billing Address

Montrose Management District  
Helli Robinson  
P.O. Box 22167  
Houston, TX 77227-2167

Date	Invoice #	Terms	Rep	Due Date	
2/1/2016	20301	NET 15	LC	2/16/2016	
Item	Description	Qty	Rate	Serviced	Amount
RAVEN	RAVEN Video Recording System. 4 Cameras, optional Strobe Lighting, Wireless Communication. SITE: SPECS UNIT: MONTROSE6 / MONTROSE2	2	350.00	2/1/2016	700.00
pd w/ ck #5308					
Monthly Security Invoice					
Make checks payable to SentiForce			Sales Tax (8.25%)		\$0.00
			Total		\$700.00
			Payments/Credits		\$0.00
			Balance Due		\$700.00
SentiForce 6611 Portwest Dr. Suite 100 Houston, TX 77024 713-742-6000					

# SENTRIFORCE

a view from above

## Invoice

Billing Address

Montrose Management District  
Helli Robinson  
P.O. Box 22167  
Houston, TX 77227-2167

Date	Invoice #	Terms	Rep	Due Date	
2/1/2016	20300	NET 15	LC	2/16/2016	
Item	Description	Qty	Rate	Serviced	Amount
RAVEN	RAVEN Video Recording System. 4 Cameras, optional Strobe Lighting, Wireless Communication. SITE: MONTROSE LOLLIVIER UNIT: MONTROSE6  pd w/ ck #5308	1	350.00	2/1/2016	350.00
Monthly Security Invoice					
Make checks payable to SentiForce					
SentiForce 6611 Portwest Dr. Suite 100 Houston, TX 77024 713-742-6000					
Sales Tax (0.0%)				\$0.00	
Total				\$350.00	
Payments/Credits				\$0.00	
Balance Due				\$350.00	

# SENTRIFORCE

a view from above

## Invoice

Billing Address

Montrose Management District  
Helli Robinson  
P.O. Box 22167  
Houston, TX 77227-2167

Date	Invoice #	Terms	Rep	Due Date	
2/1/2016	20299	NET 15	LC	2/16/2016	
Item	Description	Qty	Rate	Serviced	Amount
RAVEN II	RAVEN II - Site Video Recording Device. 2 Cameras with Internet. SITE: MONTROSE CUCHARA UNIT: MONTROSE5  pd w/ ck #5308	1	350.00	2/1/2016	350.00
Monthly Security Invoice					
Make checks payable to SentiForce					
SentiForce 6611 Portwest Dr. Suite 100 Houston, TX 77024 713-742-6900					
Sales Tax (0.0%)				\$0.00	
Total				\$350.00	
Payments/Credits				\$0.00	
Balance Due				\$350.00	

# SENTRIFORCE

a view from above

## Invoice

### Billing Address

Montrose Management District  
J Hall Robinson  
P.O. Box 22167  
Houston, TX 77227-2167

Date	Invoice #	Terms	Rep	Due Date	
1/1/2016	19987	NET 15	LC	1/16/2016	
Item	Description	Qty	Rate	Serviced	Amount
RAVEN	RAVEN Video Recording System. 4 Camera, optional Strobe Lighting, Wireless Communication. SITE SPECS UNIT: MONTROSE6 / MONTROSE12	2	350.00	1/1/2016	700.00
pd w/ck #5308					

Monthly Security Invoice

Make checks payable to SentiForce

SentiForce  
6611 Portwest Dr. Suite 100  
Houston, TX 77024  
713-742-6800

Sales Tax (8.25%)	\$0.00
Total	\$700.00
Payments/Credits	\$0.00
Balance Due	\$700.00

Invoice: Gretchen Larson

Page 1 of 1

Tawny Tidwell  
4333 Hardy St.  
Houston TX 77023

Montrose Management District  
Gretchen Larson  
5020 Montrose Blvd. #300  
Houston TX 77008

Invoice #	0000059
Invoice Date	February 2, 2016
Balance Due (USD)	\$3,500.00

Task	Time Entry Notes	Rate	Hours	Line Total
General	Social Media Posting, Monitoring, Scheduling, emails, instant messages, texts with the team, reading neighborhood news, programming, testing and finding content for e-news, compiling and sending out weekly board summary	25.00	122	3,050.00
Website Updates	Switching out slider items, filtering comments, adding events	25.00	6	150.00
Writing	Editing Michael's work, writing reposts, adding photos, adding tags, etc.	25.00	12	300.00
Total				3,500.00
Amount Paid				0.00
Balance Due (USD)				\$3,500.00

Terms  
Please send payment within 21 days of receiving this invoice. A 1.5% interest charge will be added monthly to late invoices.

pd w/ck #5309

This invoice was sent using FreshBooks

[https://tawnytidwell.freshbooks.com/showinvoice?invoiceid=910692&\\_alt\\_domain\\_cookies...](https://tawnytidwell.freshbooks.com/showinvoice?invoiceid=910692&_alt_domain_cookies...) 2/3/2016

## WALTER P MOORE

Montrose Management District  
5020 Montrose Blvd  
Suite 311  
Houston, TX 77008

Invoice #: 1001601031  
Project: M031500001  
Project Name: Montrose Mobility Studies Add Serv

Invoice Group: "A"  
Invoice Date: 1/24/2016

Attention: Tony Alondor

For Professional Services Rendered through: 1/24/2016  
Email to: [balancer@hnp.com](mailto:balancer@hnp.com)

Professional Personnel	2,340.00
Total Rates	2,340.00
Current Invoice	2,340.00
Max Fee:	43,000.00
Prior Billing:	26,967.50
Total Available:	18,012.50
Total this Invoice	2,340.00
Amount Due This Invoice	2,340.00

Lee Anne Dixon

For questions regarding this invoice, please contact Amanda Nunez.  
Telephone: 713-630-7300 Email: [ANunez@wettermoore.com](mailto:ANunez@wettermoore.com)

pd w/ck #5310

## WALTER P MOORE

Project: M031500001 -- Montrose Mobility Studies Add Serv

Invoice #: 1001601031

Phase: 9103 -- Traffic Houston

Rate Schedule Labor	Date	Hours	Rate	Amount
Class / Employee Name				
Senior Project Manager				
Lee Anne Dixon	12/29/2015	1.00	180.00	180.00
	01/05/2016	1.00	180.00	180.00
	01/07/2016	2.50	180.00	450.00
	01/08/2016	2.00	180.00	360.00
		6.50		1,170.00

Rate Schedule Labor

Total Phase: 9103 -- Traffic Houston	Labor:	1,170.00
	Expense:	0.00

Total Project: M031500001 -- Montrose Mobility Studies Add Serv 1,170.00

pd w/ck #5310

For questions regarding this invoice, please contact Amanda Nunez.  
Telephone: 713-630-7300 Email: [ANunez@wettermoore.com](mailto:ANunez@wettermoore.com)

PLEASE PRINT PAYMENT TO ADDRESS NOTED BELOW.  
LAWYER, L.L.P. 10000 W. 34TH ST. SUITE 2000, DALLAS, TX 75244-3400

# WALTER P MOORE

Project : MO3150001 -- Montrose Mobility Studies Add Serv

Invoice #: T031601032

Phase : 9P03 -- Parking

Rate Schedule Labor

Class / Employee Name

Senior Parking Consultant

Jerry Rocha

Date	Hours	Rate	Amount
01/07/2016	1.00	180.00	180.00
01/09/2016	1.00	180.00	180.00
01/11/2016	1.50	180.00	270.00
01/12/2016	1.50	180.00	270.00
01/15/2016	1.00	180.00	180.00

Nicole Chinos	01/07/2016	6.00	1,080.00
Total: Senior Parking Consultant		8.50	90.00

Rate Schedule Labor 1,170.00

Total Phase : 9P03 -- Parking	Labor :	1,170.00
	Expense :	0.00

Total Project: MO3150001 -- Montrose Mobility Studies Add Serv 1,170.00

pd w/ck #5310

For questions regarding this invoice, please contact Amanda Nunez.  
Telephone: 713-462-7300 Email: ANunez@yellowstone.com

PLEASE REMIT PAYMENT TO ADDRESS NOTED BELOW  
YELLOWSTONE LANDSCAPE, INC. 10892 SHADOW WOOD DR. HOUSTON, TX 77043  
Tel: 713-462-8552 Fax: 713-462-8552

Page 1



**YELLOWSTONE**  
LANDSCAPE  
*formerly BIO Landscape*

**Landscape & Maintenance**  
10892 Shadow Wood Dr. || Houston TX 77043  
Tel 713-462-8552 || Fax 713-690-6461

## Invoice

Invoice: INV-000011825  
Invoice Date: February 1, 2016

Customer Number: 19712  
PO Number:

**BILL TO:**  
Montrose Management District  
PO Box 22167  
Houston, TX 77227

**Remit To:**  
Yellowstone Landscape  
PO Box 205742  
Dallas, TX 75320-5742

"Please note our remit has changed"

Branch Code: 01.04.020.010  
Project Number: 10201183.101  
Project Name: Montrose Management Dist  
Property Address:

Invoice Due Date: March 2, 2016  
Invoice Amount: \$1,916.66  
Month of Service: February 2016

Description	Quantity	Unit Price	Amount
Monthly Landscape Maintenance	1	1,916.66	1,916.66

Net Invoice: 1,916.66  
Sales Tax: 0.00  
Invoice Total: 1,916.66

pd w/ck #5311



**YELLOWSTONE**  
LANDSCAPE

Austin Outdoor and BIO Landscape are now united as  
Yellowstone Landscape

BIO Landscape & Maintenance, Inc. is licensed by the Structural Pest Control Board of Texas (Lic. #7219) for chemical applications. The board has jurisdiction over individuals licensed under the Structural Pest Control Act, Structural Pest Control Board, 1706 Clayton Ln. #103 L.W. Austin, Texas 78723 (512) 451-7200.

Irigation in Texas is regulated by the Texas National Commission on Environmental Quality (TCEQ) (MC-178) P.O. Box 13067, Austin, Texas 78711-3067 TCEQ's website is: www.tceq.state.tx.us

Should you have any questions or inquiries please call (713) 462-8552.

HAWES HILL CALDERON  
LLP



P.O. Box 22167  
Houston TX 77227-2167

## Invoice

MD-Montrose Management District  
P.O. Box 22167  
Houston, TX 77227

Invoice #: 43015279

Date: 2/3/2016

DATE	DESCRIPTION	AMOUNT
	Professional consulting, administration, marketing & public relations, January 2016	\$27,634.69
	GIS/mapping, P. Horton, Jan. 8, 2016	\$570.42
	GIS/mapping, P. Horton, Jan. 12, 2016	\$325.00
	In-house postage, photocopies, binding, etc.	\$1,287.31
	Agenda posting, Harris County Clerk, 1/6/2016	\$9.00
	Verizon, 12/20-01/19	\$53.81
	Verizon, 01/20-02/19	\$49.57
	Verizon cell phone, G. Larson, 50% of shared costs, 12/20-01/19	\$149.44
	Verizon cell phone, G. Larson, 50% of shared costs, 01/20-02/19	\$113.42
	Office supplies for SPA public notice, receipt attached	\$81.16
	Deliveries, Hour Messenger	\$9.19
	Reimbursable mileage, parking, tolls and related expenses, as follows:	
	J. Lowry, January 2016	\$287.76
	G. Larson, December 2015	\$149.05
	L. Clayton, January 2016	\$14.04
	R. Hill, January 2016	\$6.48
	<i>pd w/ ck #5300</i>	

Terms: C.O.D.

Sales Tax: \$0.00

Total Amount: \$30,740.34

Amount Applied: \$0.00

Balance Due: \$30,740.34

Owed As Of: 2/3/2016

30 DAYS	90 DAYS	90+ DAYS	Total Owed
			\$30,740.34

Montrose District  
Security Expense

January 2016

\$335.00

Victor Deserra

V. Beserra



Hometown Grocer. Hometown Team.

3300 MONTROSE BLVD.  
(713) 526-7865

Your cashier was Bruce

MR	SHELL GC	25.00
GB	*****7751	25.00 Binc
MR	SHELL GC	25.00
GB	*****7769	25.00 Binc
MR	SHELL GC	25.00
GB	*****7777	25.00 Binc
KROGER PLUS CUSTOMER		*****5155
MR	SHELL GC	25.00
GB	*****7785	25.00 Binc
MR	SHELL GC	25.00
GB	*****7793	25.00 Binc
MR	SHELL GC	25.00
GB	*****7801	25.00 Binc
TAX		0.00
**** BALANCE		150.00
DEBIT Purchase		*****43519
REF#: 000000	TOTAL: 75.00	
PURCHASE: 75.00	CASHBACK: 0.00	

DEBIT	75.00
CHANGE	0.00

V. Deserra

SPLASH HAND CAR WASH # 2

2203 S. SHEPHERD DR

HOUSTON TX 77019

713-525-5151

Terminal ID: 01201549 2817  
12/29/15 10:25 AM

MASTERCARD - INSERT

AID: A0000000041010

ACCT #: \*\*\*\*\*2383

CREDIT SALE

UID: 536340702619 ~ REF #: 3873

BATCH #: 071 AUTH #: 053098

AMOUNT \$10.00

TIP \$

TOTAL \$

APPROVED

TC - A30D57732542021A

CUSTOMER COPY

pd wlcx# 5290

V. Deserra



Hometown Grocer. Hometown Team.

3300 MONTROSE BLVD.  
(713) 526-7865

Your cashier was Lia

MR	SHELL GC	25.00
GB	*****7751	25.00 Binc
MR	SHELL GC	25.00
GB	*****7769	25.00 Binc
MR	SHELL GC	25.00
GB	*****7777	25.00 Binc
KROGER PLUS CUSTOMER		*****5155
MR	SHELL GC	25.00
GB	*****7785	25.00 Binc
MR	SHELL GC	25.00
GB	*****7793	25.00 Binc
MR	SHELL GC	25.00
GB	*****7801	25.00 Binc
TAX		0.00
**** BALANCE		150.00
DEBIT Purchase		*****43519

V. Deserra



Hometown Grocer. Hometown Team.

3300 MONTROSE BLVD.  
(713) 526-7865

Your cashier was Ashley

MR	SHELL GC	25.00
GB	*****7512	25.00 Binc
MR	SHELL GC	25.00
GB	*****7520	25.00 Binc
KROGER PLUS CUSTOMER		*****5155
MR	SHELL GC	25.00
GB	*****7538	25.00 Binc
MR	SHELL GC	25.00
GB	*****7827	25.00 Binc
TAX		0.00
**** BALANCE		100.00
DEBIT Purchase		*****43519



MON-251

Exit 3 (PIL)  
DATE : 12/03/15  
TIME : 12:24: PM

Receipt No. 14/47/83  
\* Original \*

Ticket: 202029  
Entry : 12/03/15 09:01 AM  
LPR :

TAX included 35.00

Credit 35.00  
Trans ID : 52476

Card No. : xxxxxxxxxx1087  
Card Type: AMEX

~ Company~1  
~ Name~3  
~ Exp. Date~4

pd w/ok # 5301

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

---

AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

---

5. Receive a report on House Bill 1295 implementation.



MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

---

6. Receive an update and recommendations from the Public Safety Committee.



## MONTROSE MANAGEMENT DISTRICT

### Memorandum

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TO: Montrose District Board of Directors  
FROM: Jerry Lowry  
DATE: Wednesday, January 27, 2016  
SUBJECT: Public Safety & Security Committee Meeting Minutes

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The Public Safety and Security Committee met on Wednesday, January 27, 2016 8:00 a.m. at the Montrose District Office, 5020 Montrose Blvd., Suite 311, Houston TX 77006.

**Montrose District Board present:** Brad Nagar.

**Contractors and guests present:** Officer Victor Beserra, Houston Police Department; Police Chief James Tate, University of St. Thomas; Sheree McGowan, Post 510 Apartments; Julie Countiss, Harris County Attorney's Office.

**Staff present:** Jerry Lowry.

***THE COMMITTEE WAS CALLED TO ORDER AT 8:20 A.M. AND CONSIDERED THE FOLLOWING:***

**Discuss Proactive Patrol activity report for the month of November 2015**

Officer Victor Beserra advised that December patrols netted 51 arrests, with 1 felony and 39 misdemeanors. There were 284 calls for service, 1,781 locations checked, 520 BMV report cards issued, and 1377 Crime Prevention brochures distributed. Several new areas of patrol activity will be added to collect Citizen and business interactions, including self-initiated police actions and citizen/business contacts. See attached report for additional details. PS Chair Nagar requested that the District resume the "heat map" which helps indicate areas of higher crime density as a tool for pinpointing patrol services.

**Board Action Requested:** The committee recommends a letter to the city, supported by board resolution, requesting trees to be trimmed along residential streets to allow the existing lighting to be effective. The dark areas are supporting criminal opportunities along the streets - primarily BMV and Auto Theft, but also some person on person crime.

### **Review graffiti report for the month of December 2015**

The month of December showed graffiti removal from 79 business properties, 170 public properties, and 27 trash dumpsters. An increase of 11% from November. The 2015 total removals were 3,240. An increase of 1.7% See attached report.

### **Update on Montrose Apartment Managers Committee**

The Montrose Apartment Managers' next quarterly committee meeting is in February.

### **Update from Harris County Attorney's Office**

Julie Countiss reported that an injunction hearing has been set for 2235 Richmond, just outside of the District. Other efforts in the District have focused on a number of unlicensed massage establishments and she expects development on some of those soon but for now she is not able to discuss where they are located. Additionally, she said that she has looked at several bars and the Chapter 125 nuisance crimes are below the threshold needed to take action.

### **Discuss Ongoing or New Public Safety Issues in the District**

The committee decided to move one of the available cameras to 501 Richmond and asked staff for additional crime statistics for the February PS Committee meeting before deciding what to do with the other two available cameras.

**Meeting Adjourned at 9:45 A.M.**

**Shift Period:** Jan-16  
**Total Hours Worked** 611:00  
**Total Miles Driven** 2,112

## Crime Arrest Activity

Felony Arrests:	3
Misdemeanor Arrests:	35
Charges Filed:	13
Suspects in Jail:	54

## Patrol Activity

Calls for Service:	205
Self-Initiated:	94
Incident Reports:	22
Accident Reports	0
Locations Checked:	1339

## Field Activity

Parking Tickets:	1
Citations:	8
BMV Report Cards:	205
Crime Prevention:	941
311 Calls	3

## Warrants

Felony Warrants:	3
Misdemeanor Warrants:	2
City Warrants:	78
SETCIC Warrants:	7

## Arrest Summary

**Shift Period** Jan-16

Charge	# of Arrests
Affray	2
Attempt to Disarm a Police Officer	1
City Warrants	12
Consumption of Alcohol on an Unlicensed Premise.	1
Criminal Trespass	10
Felony Criminal Mischief	1
Felony P.C.S. Warrant	1
Felony Warrant	1
Misdemeanor Warrant	1
Possession of a Controlled Substance	1
Public Intoxication	21
Setcic Warrant	2
<b>Total Arrests</b>	<b>54</b>

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

---

AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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7. Receive an update and recommendations from the Mobility and Visual Improvements Committee.
  - a. Receive a bid report and recommendations regarding a contract with Neon Electrical Corporation (NEC) for installation of Phase 1 Identification Markers
  - b. Receive a bid report and recommendations regarding a contract with Landscape Art for installation of Phase 1 esplanades



## MEMORANDUM

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TO: Montrose Management District Board of Directors  
FROM: Jerry Lowry  
DATE: Monday, February 1, 2016  
SUBJECT: Mobility and Visual Improvements Committee Meeting

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The Montrose Management District Mobility and Visual Improvements Committee held a meeting on Monday, February 1, 2016, at 9:00 AM at 5020 Montrose, Suite 311, Houston TX 77006.

District Chairman Claude Wynn and Mobility, Committee Chair David Robinson and Board Member Lane Lewellyn were present.

Consultants Lee Anne Dixon with Walter P Moore, Cathleen Lynch and Travis Triola with Kudela & Weinheimer, and Lance Gandy with Gandy2 Lighting Design were present.

Also in attendance was Sara Kellner of Houston Arts Alliance.

Staff present were Tony Allender, Jerry Lowry and Holli Robinson.

### **Call Meeting to Order.**

The meeting was called to order at 11:05 a.m.

### **Receive an update and discuss the Special Parking Area application to the City of Houston.**

Staff from the District and Walter P Moore informed the committee that the Special Parking Area application had been delayed by the City of Houston and that the SPA would now be heard before the City of Houston Plan Commission on February 18.

### **Receive an update and discuss the Esplanade and Marker programs.**

Staff of K&W presented a bid proposal from Landscape Art to complete installation of improvements at six esplanades. The committee discussed the base bid and three alternates and determined the appropriate course of action was to accept the base bid along with an alternate that would add an additional one year of maintenance to the project.

Staff of K&W also presented a bid proposal from NEC for installation of 28 identity markers throughout the Montrose community. All of the markers were bid with the understanding that a portion of them would be completed as part of Phase 1. Bids came in high, but exclusively due to extensive work needed to bring electrical power to each marker. The committee determined that staff should coordinate with K&W to present an appropriate portion of the identity markers to the Board for consideration.

**Receive an update and discuss removal of the gateway monument at Westheimer and Bagby.**

Staff of the District indicated that the gateway monument was to be removed beginning at 10am on Tuesday, February 2 and would take place in stages to avoid traffic issues.

**Receive an update on Bridge Lighting plans.**

Staff of Gandy2 Lighting Design indicated that bids for the bridge lighting project were to be opened on February 10 by TxDOT. Ms. Sara Kellner discussed the possibility of artful treatment of the four red balls located at the base of each of the bridges and the concept was very positively received. Ms. Kellner offered to further investigate the opportunity and bring a program to the committee for consideration.

**Discuss use of 2016 budgeted capital project funds.**

Staff of the District indicated that coordination would begin to prepare for presentation of alternative projects to the committee for consideration as it relates to design and completion of mobility related capital projects. Board Chair Wynn and Committee Chair Robinson discussed coordination between the newly created Tax Increment Reinvestment Zone No. 27 and the MMD. Board Chair Wynn requested that discussion of capital projects among staff begin immediately.

**Announcements.**

**Adjourn.**

The meeting adjourned at approximately 12:20 PM.



Bid Bond  
Surety Department

Bond No. Bid

**KNOW ALL MEN BY THESE PRESENTS,**

That we,

**Neon Electric Corporation dba: NEC Signage and Architectural Products**

as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company**, a corporation created and existing under the laws of the State of **Connecticut**, whose principal office is in **Hartford, CT**, as Surety, hereinafter called the Surety, are held and firmly bound unto

**Montrose Management District**

as Obligor, hereinafter called the Obligor, in the sum of **Five Percent Greatest Amount Bid** Dollars ( \$ **5%GAB** ), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**Construction of Identity Markets**

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **29th** day of **January** A.D. 20 **16**

Witness

(If Individual)

Christy Holmes

**Neon Electric Corporation dba:  
NEC Signage and Architectural Products**

(Principal)

(SEAL)

By

Ann Ann  
(Title)

(SEAL)

Attest

(If Corporation)

Christy Holmes

PRESIDENT

(SEAL)

**Hartford Fire Insurance Company**

(SEAL)

Attest

Alicia Cantavella  
Alicia Cantavella

By

Dennis M. Descant, Jr.  
Dennis M. Descant, Jr, Attorney In Fact (Title)

(SEAL)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 61-612315

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Deborah Bishop, Timothy J. Brady, Jeffrey L. Brady, Dennis M. Descant, Jr., Cheryl A. Sanders of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss.

Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 29, 2016.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President



### Inquiries Regarding Claims

Hartford Fire Insurance Company  
Hartford Casualty Insurance Company  
Hartford Accident and Indemnity Company  
Hartford Underwriters Insurance Company

Twin City Insurance Company  
Hartford Insurance Company of Illinois  
Hartford Insurance Company of the Midwest  
Hartford Insurance Company of the Southeast

Please address inquiries regarding Claims for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488  
Fax - Claims : 860-757-5835 or 860-547-8265  
E-mail : [claims@1stepsurety.com](mailto:claims@1stepsurety.com)

Mailing Address : The Hartford  
The Hartford Fidelity & Bonding (BOND)  
Hartford Plaza  
690 Asylum Avenue  
Hartford, CT 06115

MONTROSE MANAGEMENT DISTRICT

PROPOSAL FORM

**PROPOSAL**

Proposal for Construction of **Identity Markers**

**Montrose Management District**  
c/o Kudela & Weinheimer  
7155 Old Katy Road, Suite 270  
Houston, Texas 77024

Gentlemen:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
none issued		

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

**SUMMARY**

1. Electrical Service	\$	620,974
2. Installed Monument	\$	508,536
3. Bonds	\$	16,275
<b>TOTAL BASE BID</b>	\$	<b>1,148,785</b>

**UNIT PRICES:**

- A. Unit prices govern additions to or deductions from the Lump Sum Base Bid.
- B. The following unit prices shall include all labor, materials, excavation, backfilling, bed and or pit preparation, overhead, profit, insurance, etc., to cover the finished work of several kinds called for. Changes shall be processed as per the General Conditions of the Contract.
- C. In the event an extension error is made in computing the bid, the "unit cost" column will control. Qualifying statements or accompanying qualifying letters will be cause for rejection of bid.

Unit Price Item No.	Pay Description	Qty	Unit	Price For Add or Deduct	
1.	Traffic Control	26	LS	\$ 3,606	93,756
2.	Electrical Service Drop	26	EA	\$ 6,300	163,800
3.	1" Electrical Conduit	4000	EA	\$ 58	232,000
4.	4" Sc. 40 PVC Bore	600	LF	\$ 86	51,600
5.	Monument Including Pole	28	EA	\$ 18,162	508,536
6.	Foundation	28	EA	\$ 2,851	79,828

**SUBCONTRACTORS TO BE USED:**

Subcontractor	Worked Preformed
Williams Architectural Signage & Consulting LLC	Project Management
Pfeiffer & Son, LTD.	Electrical Contractor

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within ~~90~~ calendar days after the date when the

180

Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The prescribed Bid Security in the form of a Cashier's Check is attached to and made a condition of this Bid.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on January 29, 2015.

State Contractor License No. 18060

Federal Tax I.D. No. 74-1079811

INDIVIDUAL:

(individual) \_\_\_\_\_ (Seal)  
doing business as \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

PARTNERSHIP:

By (firm) \_\_\_\_\_ (Seal)  
(General Partner) \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

CORPORATION:

By (corp.) NEC Signs + Architectural Products (Seal)  
State of Incorporation Texas  
By (person authorized) James H. Hines  
Title PRESIDENT

Attest (Secretary) Christy Holmes  
Business Address 1122 Lauder Rd., Houston, TX 77039  
Business Phone 281-987-1144  
Date of Qualification to do business is 12/14/1998

JOINT VENTURE:

By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
Address & Phone No. for official communications:  
\_\_\_\_\_  
\_\_\_\_\_

## **AIA Document A107 – 1997**

### **Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope**

where the basis of payment is a STIPULATED SUM

**AGREEMENT** made as of the 8<sup>th</sup> day of February in the year Two Thousand and Fifteen

**BETWEEN** the Owner:

Montrose Management District  
5020 Montrose Boulevard, Suite 311  
Houston, TX 77006  
Telephone Number: 713-595-1200  
Fax Number: 281-888-6314

and the Contractor:

NEC Signs + Architectural Products  
1122 Lauder Road  
Houston, TX 77039  
Telephone Number: 281-987-1144  
Fax Number: 281-987-9443

the Project is:

Construction of Identity Markers

Includes the following:

- Fabrication & Installation of 14 Identification Markers
- Installation of Electrical Service Panels and Lighting

in the boundaries of the Montrose Management District.

the Architect is:

Kudela & Weinheimer, L.P.  
7155 Old Katy Road, Suite 270  
Houston, TX 77024  
Telephone Number: 713-869-6987  
Fax Number: 713-869-0908

The Owner and Contractor agree as follows:

#### **I. ARTICLE 1 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### **II. ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Date will be fixed in a notice to proceed.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion not later than 180 calendar days from the date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents, \$500.00 will be charged per day for failure to complete the project on time.

#### **III. ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Thirty-two Thousand Five Hundred Twenty-eight Dollars and 00/100's (\$532,528.00), subject to additions and deletions as provided in the Contract Documents.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.3 Unit prices, if any, are as follows:

Attachment No. 1, Contractors Bid

#### **IV. ARTICLE 4 PAYMENTS**

##### **§ 4.1 PROGRESS PAYMENTS**

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the last Monday of a month, the Owner shall make payment to the Contractor not later than the second Monday of the same month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

§ 4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **§ 4.2 FINAL PAYMENT**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follow:

## **V. ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 5.1** The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**§ 5.1.1** The Agreement is this executed 1997 edition of the Abbreviated Standard Form of Agreement Between Owner and Contractor, AIA Document A107-1997.

**§ 5.1.2** The Supplementary and other Conditions of the Contract are those contained in the Project Manual, and are as follows:

None

**§ 5.1.3** The Specifications are those contained in the Project Manual as in Section 5.1.2, and are as follows:

Bid Documents and Specifications dated December 2015.

**§ 5.1.4** The Drawings are as follows, and are dated (September 29, 2015).

**§ 5.1.5** The Addenda, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

**§ 5.1.6** Other documents, if any, forming part of the Contract Documents are as follows:

Attachment No. 1, Contractors Bid



## **GENERAL CONDITIONS**

### **VI. ARTICLE 6 GENERAL PROVISIONS**

#### **§ 6.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### **§ 6.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor.

#### **§ 6.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 6.4 EXECUTION OF THE CONTRACT**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

#### **§ 6.5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

## **VII. ARTICLE 7 OWNER**

### **§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 7.1.1** The Owner shall furnish and pay for surveys and a legal description of the site.

**§ 7.1.2** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 7.1.3** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

### **§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

## **VIII. ARTICLE 8 CONTRACTOR**

### **§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 8.1.1** Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

**§ 8.1.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

### **§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 8.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

**§ 8.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 8.3 LABOR AND MATERIALS**

**§ 8.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work to the extent Contractor has received payment therefor from Owner.

**§ 8.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 8.3.3** The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

**§ 8.3.4** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

### **§ 8.4 WARRANTY**

For a period of twelve (12) months from Substantial Completion the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

### **§ 8.5 TAXES**

Owner is tax exempt.

### **§ 8.6 PERMITS, FEES AND NOTICES**

**§ 8.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**§ 8.6.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 8.7 SUBMITTALS**

**§ 8.7.1** The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

**§ 8.7.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

### **§ 8.8 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 8.9 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.10 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

#### **§ 8.11 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the Architect.

#### **§ 8.12 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**§ 8.13 RESPONSIBILITY FOR CLAIMS INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY ALL APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ARCHITECT, ARCHITECT'S CONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER CONSULTANTS OF EACH AND ANY OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST EVERY CLAIM, LOSS, DAMAGE, INJURY, COST, EXPENSE, JUDGMENT OR LIABILITY OF EVERY KIND OR CHARACTER WHATSOEVER, IN CONTRACT, IN CONTRACT, TORT OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR BODILY INJURY, DEATH, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY, ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE (THE "CONTRACTOR PARTIES"), TAKEN IN CONNECTION WITH THE PERFORMANCE OF THE WORK, REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER GROSS, ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (THIRD) OF TORTS, OF ALL OR ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY IS IMPOSED UPON ALL OR ANY OF THE INDEMNIFIED PARTIES BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER (WHETHER SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE) OF ALL OR ANY OF THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION OF THE CONTRACTOR PARTIES SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATIONS ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR PARTIES UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFITS ACTS.**

**CONTRACTOR SHALL AND DOES HEREBY WAIVE ITS CAUSES OF ACTION FOR AND RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PARTIES FROM CLAIMS FOR INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE WORK.**

**CONTRACTOR shall promptly settle or cause the settlement of all Claims for which it is responsible pursuant to the CONTRACT DOCUMENTS. Upon receipt of any Claim, CONTRACTOR shall immediately**

notify the OWNER of the full particulars thereof, and the OWNER may elect, by notice to CONTRACTOR, to have its representative accompany CONTRACTOR's representative in making settlement of the same.

In the event that any arrangement is made whereby CONTRACTOR or any of its subcontractors of any tier use any employees of OWNER, any tools, equipment, apparatus, improvements or other property of OWNER or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through OWNER, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of CONTRACTOR, and the acceptance and/or use of the tools or the utilities by CONTRACTOR or its subcontractors, of every tier shall mean the CONTRACTOR has inspected and determined the tools and utilities satisfactory for CONTRACTOR's intended purposes and uses, and accepted full responsibility for the tools and utilities. CONTRACTOR SHALL, UNDER THE TERMS OF THE INDEMNITY AGREEMENT SET FORTH ELSEWHERE, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST CLAIMS IN CONNECTION WITH, ARISING OUT OF, OR INCIDENT OR PERTAINING TO THE USE OF THE EMPLOYEES, THE TOOLS, OR THE UTILITIES OF THE INDEMNIFIED PARTIES, REGARDLESS OF WHETHER THE CLAIMS ARE FORESEEABLE OR ARE FOUNDED IN WHOLE OR IN PART ON BREACH OF CONTRACT, OR THE SOLE, JOINT, CONCURRENT, CONTRIBUTORY, OR COMPARATIVE BREACH OF LEGAL DUTY, FAULT OR NEGLIGENCE OF ANY DEGREE (INCLUDING GROSS NEGLIGENCE) OF ONE OR MORE OF THE INDEMNIFIED PARTIES.

In the event that any statute or rule of law should be held applicable to any indemnity clause in favor of one or more of the Indemnified Parties which would render void, voidable, or unenforceable any such indemnity clause as to any party by reason of any provisions contained therein, then and in only such event, such indemnity clause shall be deemed modified and read, construed and enforced as to such party with respect to the provisions held to violate the statute or rule of law to require indemnity by CONTRACTOR of the Indemnified Parties to the fullest extent required by such indemnity provision modified and limited only to the degree or extent necessary to bring such indemnity into compliance with such statute or rule of law, but otherwise, the indemnity shall remain in full force and effect and binding upon the parties hereto.

Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."

If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the CONTRACT DOCUMENTS shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.

CONTRACTOR shall include in each of its subcontracts with its subcontractors of every tier the same indemnity provisions in all material respects as those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom CONTRACTOR and such subcontractors may agree.

NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, OWNER SHALL NOT BE REQUIRED TO INDEMNIFY CONTRACTOR OR ANY OTHER PARTY TO ANY EXTENT WHATSOEVER.

#### **IX. ARTICLE 9 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

§ 9.1 The Architect will provide administration of the Contract and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 17.2.

§ 9.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 8.2.1.

§ 9.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

§ 9.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### **§ 9.10 CLAIMS AND DISPUTES**

§ 9.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those in which the contractor is alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Architect for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 9.10.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Architect, by mediation or by arbitration.

§ 9.10.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings,

which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 9.10.4** Notwithstanding any other provision of the CONTRACT DOCUMENTS, (i) this Contract shall not be subject to arbitration unless both parties shall agree to such, pursuant to a separate written agreement; (ii) OWNER shall not be prohibited from bringing any claim or dispute more than 30 days after the start of the occurrence or event giving rise to the claim or dispute; and (iii) any formal decision by Architect regarding a claim or dispute between OWNER and CONTRACTOR shall never be final and binding upon OWNER.

#### **§ 9.11 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 9.11 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

### **X. ARTICLE 10 SUBCONTRACTORS**

**§ 10.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**§ 10.2** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 10.3** Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

### **XI. ARTICLE 11 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 11.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 9.10.

§ 11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

## **XII. ARTICLE 12 CHANGES IN THE WORK**

§ 12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

§ 12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

## **XIII. ARTICLE 13 TIME**

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.2.

§ 13.3 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Section 9.10.

## **XIV. ARTICLE 14 PAYMENTS AND COMPLETION**

### **§ 14.1 APPLICATIONS FOR PAYMENT**

§ 14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Architect.

§ 14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.



## **§ 14.2 CERTIFICATES FOR PAYMENT**

**§ 14.2.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

**§ 14.2.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 14.2.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 14.2.1. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;  
or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

**§ 14.2.4** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## **§ 14.3 PAYMENTS TO THE CONTRACTOR**

**§ 14.3.1** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

#### **§ 14.4 SUBSTANTIAL COMPLETION**

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Architect will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

#### **§ 14.5 FINAL COMPLETION AND FINAL PAYMENT**

§ 14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### **XV. ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY**

#### **§ 15.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and

.3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.13.

#### **§ 15.2 HAZARDOUS MATERIALS**

**§ 15.2.1** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article 12 of this Agreement.

**§ 15.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

**§ 15.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

### **XVI. ARTICLE 16 INSURANCE**

**§ 16.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

#### **§ 16.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

**§ 16.3.1** Contractor shall require that all policies in any way related to the work and maintained by Contractor, as well as by all subcontractors of every tier, be endorsed specifically to name DISTRICT as additional insured, excluding, however, Worker's Compensation Insurance and Professional Liability Insurance, and to provide that each underwriter waives its right of subrogation against DISTRICT. All of the aforesaid policies shall be further

endorsed to provide that they are primary coverages and not in excess of any other insurance available to DISTRICT, and without rights of contribution or recovery against any of the insureds or from any such other insurance available to DISTRICT. Evidence of such specific endorsements shall be furnished with Contractor's Certificate of Insurance. Notwithstanding any other provision in the Contract Documents, DISTRICT shall not be required to provide any insurance whatsoever regarding the work or the project.

#### **§ 16.4 PROPERTY INSURANCE**

**§ 16.4.1** Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

#### **§ 16.5 WAIVERS OF SUBROGATION**

**§ 16.5.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 16.5.2** A loss insured under the Contractor's insurance shall be adjusted by the Contractor and made payable to the Contractor for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

### **XVII. ARTICLE 17 CORRECTION OF WORK**

**§ 17.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 17.2** In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 17.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

**§ 17.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

**§ 17.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

## **XVIII. ARTICLE 18 MISCELLANEOUS PROVISIONS**

### **§ 18.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

### **§ 18.2 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

### **§ 18.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

### **§ 18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

As between Owner and Contractor, any applicable statute of limitations shall commence to run in accordance with the laws of the State of Texas.

## **XIX. ARTICLE 19 TERMINATION OF THE CONTRACT**

### **§ 19.1 TERMINATION BY THE CONTRACTOR**

If the Architect fails to recommend payment for a period of 15 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

### **§ 19.2 TERMINATION BY THE OWNER**

**§ 19.2.1** The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 19.2.2** When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials,

equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 19.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

## **XX. ARTICLE 20 OTHER CONDITIONS OR PROVISIONS**

Prior to commencement of the Work and from time to time thereafter, as Contractor deems necessary, Contractor may request and Owner shall provide adequate assurances, satisfactory to Contractor, at Contractor's sole discretion, of Owner's ability to fund all of its obligations, including changes and claims, under this Contract. If Owner fails to provide such assurances, Contractor, upon seven (7) days written notice, may stop the work and demobilize until such assurances are provided and Owner shall be liable to Contractor for all reasonable costs of demobilization, remobilization and delay.

This Agreement entered into as of the day and year first written above.

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**OWNER** *(Signature)*

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**CONTRACTOR** *(Signature)*

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*David Hawes, Executive Director*

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*Sherman H. Hink, Chairman*



## PROPOSAL FORM

Proposal for Construction of **Esplanade Improvements - Phase I** located in the Montrose Management District

**Montrose Management District**  
c/o Kudela & Weinheimer  
7155 Old Katy Road, Suite 270  
Houston, Texas 77024

Gentlemen:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the terms and conditions of the contract Documents.

BIDDER accepts all of the terms and conditions of the Invitation to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which are hereby acknowledged:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Acknowledgement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation-, BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

### SUMMARY:

1. Hardscape Paving	\$ <u>334,700.00</u>
2. Blackstar Gravel	\$ <u>22,654.00</u>
3. Landscape Planting	\$ <u>47,368.00</u>
4. Install Sprinkler Irrigation System	\$ <u>86,787.00</u>
5. 120 Day Maintenance	\$ <u>15,938.00</u>



6. Traffic Control	\$	<u>14,575.00</u>
7. Bonds	\$	<u>9,000.00</u>
8. Permits	\$	<u>1,415.00</u>
9. Demolition	\$	<u>23,735.00</u>
<b>TOTAL BASE BID</b>	\$	<u><b>556,172.00</b></u>

Five hundred fifty six thousand, one hundred seventy two dollars Dollars (\$) 556,172.00  
(words) (figures)

**ALTERNATES:**

Alternate No State the amount to be added to the Lump Sum Bid for the addition of a One Year Maintenance contract as indicated in this Project Manual:

\_\_\_\_\_ Dollars (\$) 47,812.00  
(words) (figures)

Alternate No 2- State the amount to be deducted to the Lump Sum Bid for the substitution of granite paver alternate #2, as indicated on 1-1.01 of the drawing set:

\_\_\_\_\_ Dollars (\$) 386,640.00  
(words) (figures)

Alternate No 3- State the amount to be deducted to the Lump Sum Bid for the substitution of Base Bid granite pavers, and replaced with concrete unit pavers, as indicated on 1-1.01 of the drawing set:

\_\_\_\_\_ Dollars (\$) 133,984.00  
(words) (figures)

**UNIT PRICES:**

- A. Unit prices govern additions to and or deductions from the Lump Sum Base Bid.
- B. The following unit prices shall include all labor, materials, excavation, backfilling, overhead, profit, insurance, taxes, etc., to cover the finished work of several kinds called for. Changes shall be processed as per the General Conditions of the Contract.
- C. In the event an extension error is made in computing the bid, the "unit cost" column will control. Qualifying statements or accompanying qualifying letters will be cause for rejection of bid.

Item Description	QTY.		Material Unit Cost
1. Demolition of Existing Concrete	<u>1,891.00</u>	SF	<u>3.75</u>
2. Grading	<u>1.00</u>	SF	<u>2,550.00</u>
3. Granite Cobble Pavers	<u>12,250.00</u>	SF	<u>19.00</u>

4.	Concrete Sub-Base	12,250.00	SF	7.35
5.	Tree Protection Fencing	331.00	LF	4.38
6.	4" SCH 40 Sleeves & Boring	1.00	LF	32.00
7.	4" Schd. 40 Sleeve	1.00	LF	8.50
8.	1 " Water Meter/ Tap	1.00	EA	5,000.00
9.	1" FEBCO Backflow Preventer	1.00	EA	2,700.00
10.	Guard Shack Enclosure	1.00	EA	3,400.00
11.	Hunter XC Hybrid Controller	1.00	EA	875.00
12.	Hunter Rain Sensor	1.00	LF	185.00
13.	Controller Enclosure	1.00	LF	2,750.00
14.	Hunter IVC Remote Control Valve	1.00	EA	235.00
15.	Remote Control Wire, Ground & Live #14	1.00	EA	0.30
16.	Valve Boxes	1.00	EA	55.00
17.	Gate Valve	1.00	EA	235.00
18.	Swing Joints / Risers	1.00	EA	9.00
19.	1 1/2" SCH 40 Mainline	1.00	EA	7.50
20.	1 1/4" class 200 PVC lateral lines	1.00	EA	2.75
21.	1" class 200 PVC lateral lines	1.00	LF	1.50
22.	3/4" class 200 PVC lateral lines	1.00	EA	1.50
23.	1/2" class 315 PVC lateral lines	1.00	EA	1.50
24.	Irrigation Dripline Tubing	1.00	EA	1.00
25.	200 gal. Live Oak	13.00	LF	1,650.00
26.	7 gal. Knockout Roses	79.00	EA	57.00
27.	3 gal. Foxtail Fern	222.00	EA	22.00
28.	1 gal. Liriope	1,528.00	EA	10.80
29.	Prepared Backfill Mix	1.00	EA	54.00
30.	Shredded Hardwood Mulch	1.00	EA	45.00
31.	6" Concrete Curb Replacement	1.00	LF	55.00

SUBCONTRACTORS TO BE USED:

<u>Subcontractor</u>	<u>Worked Preformed</u>
Gulf Coast Pavers - Paver Installation	

BIDDER agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 120 calendar days after the date when the Contract Times commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The prescribed Bid Security in the form of a Cashier's Check is attached to and made a condition of this Bid.

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on January 25th, 2016.

State Contractor License No. LI5635

Federal Tax I.D. No. 76-0483128

INDIVIDUAL:

(individual) \_\_\_\_\_ (Seal)  
doing business as \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

PARTNERSHIP:

By (firm) \_\_\_\_\_ (Seal)  
(General Partner) \_\_\_\_\_  
Business Address \_\_\_\_\_  
Business Phone \_\_\_\_\_

CORPORATION:

By (corp.) Landscape Art, Inc. (Seal)  
State of Incorporation Texas  
By (person authorized) [Signature]  
Title Vice President

Attest (Secretary) [Signature]  
Business Address 2303 Dickinson Avenue, League City, Tx 77573  
Business Phone 281-309-0500  
Date of Qualification to do business is 1978

JOINT VENTURE:

By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
By (name) \_\_\_\_\_ (Seal)  
Address: \_\_\_\_\_  
Address & Phone No. for official communications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



AmTrust Surety  
An AmTrust Financial Company

Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company  
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

# BID BOND

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS.

That we, Landscape Art Inc  
as Principal, and Developers Surety and Indemnity Company, a corporation  
authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto  
Montrose Management District  
(hereinafter called the Obligee)

in the full and just sum of Five Percent of the Greatest Amount Bid (G.A.B)  
Dollars, (\$ 5% of the G. A. B. ) for the payment whereof in lawful money of the United States,

we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for  
Construction, Landscape and Irrigation Installation at Montrose Esplanades

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 25th day of January, 2016  
Year

Landscape Art Inc/  
[Signature]  
Principal  
Developers Surety and Indemnity Company  
Surety

By: Ken Hotchkiss Attorney-in-fact  
[Signature]  
Authorized Representative (Name and Title)

By: \_\_\_\_\_  
Signature of Authorized Representative

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint

\*\*\*Michael Hotchkiss, Ken Hotchkiss, Tye Justice, Andrea Penaloza, Wes Weatherred, jointly or severally\*\*\*

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 29, 2015.

By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Mark Lansdon*  
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

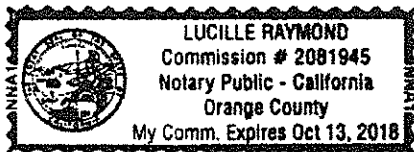
On January 29, 2015 before me, Lucille Raymond, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Daniel Young and Mark Lansdon  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*  
Lucille Raymond, Notary Public



Place Notary Seal Above

**CERTIFICATE**

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of January, 2016

By: *Cassie J. Bernisford*  
Cassie J. Bernisford, Assistant Secretary

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725  
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANCE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725  
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-  
nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax# 512-475-1771  
web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:** Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Developers Surety and Indemnity Company  
Indemnity Company of California  
CorePointe Insurance Company

17771 Cowan, Suite 100  
Irvine, CA 92614  
1-800-782-1546  
[www.AmTrustSurety.com](http://www.AmTrustSurety.com)

## **AIA Document A107 – 1997**

### **Abbreviated Standard Form of Agreement Between Owner and Contractor for Construction Projects of Limited Scope**

where the basis of payment is a STIPULATED SUM

**AGREEMENT** made as of the 8<sup>th</sup> day of February in the year Two Thousand and Fifteen

**BETWEEN** the Owner:

Montrose Management District  
5020 Montrose Boulevard, Suite 311  
Houston, TX 77006  
Telephone Number: 713-595-1200  
Fax Number: 281-888-6314

and the Contractor:

Landscape Art, Inc.  
2303 Dickinson Avenue  
League City, TX 77573  
Telephone Number: 281-309-0500  
Fax Number: 281-309-0202

the Project is:

Esplanade Enhancements – Phase I

Includes the following:

- Demolition, Hardscape Paving, Planting and Irrigation of 6 Esplanades

in the boundaries of the Montrose Management District.

the Architect is:

Kudela & Weinheimer, L.P.  
7155 Old Katy Road, Suite 270  
Houston, TX 77024  
Telephone Number: 713-869-6987  
Fax Number: 713-869-0908

The Owner and Contractor agree as follows:

#### **I. ARTICLE 1 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### **II. ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Date will be fixed in a notice to proceed.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 The Contractor shall achieve Substantial Completion not later than 120 calendar days from the date of commencement.

, subject to adjustments of this Contract Time as provided in the Contract Documents, \$500.00 will be charged per day for failure to complete the project on time.

#### **III. ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Three Thousand Nine Hundred Eighty-four Dollars and 00/100's (\$603,984.00), subject to additions and deletions as provided in the Contract Documents.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Alternate No. 1: One-Year Maintenance

§ 3.3 Unit prices, if any, are as follows:

Attachment No. 1, Contractors Bid

#### **IV. ARTICLE 4 PAYMENTS**

##### **§ 4.1 PROGRESS PAYMENTS**

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the last Monday of a month, the Owner shall make payment to the Contractor not later than the second Monday of the same month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

§ 4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.



#### **§ 4.2 FINAL PAYMENT**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follow:

#### **V. ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 5.1** The Contract Documents are listed in Article 6 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**§ 5.1.1** The Agreement is this executed 1997 edition of the Abbreviated Standard Form of Agreement Between Owner and Contractor, AIA Document A107-1997.

**§ 5.1.2** The Supplementary and other Conditions of the Contract are those contained in the Project Manual, and are as follows:

None

**§ 5.1.3** The Specifications are those contained in the Project Manual as in Section 5.1.2, and are as follows:

Bid Documents and Specifications dated December 2015.

**§ 5.1.4** The Drawings are as follows, and are dated **(December 21, 2015)**.

**§ 5.1.5** The Addenda, if any, are as follows:

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 5.

**§ 5.1.6** Other documents, if any, forming part of the Contract Documents are as follows:

Attachment No. 1, Contractors Bid

## **GENERAL CONDITIONS**

### **VI. ARTICLE 6 GENERAL PROVISIONS**

#### **§ 6.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

#### **§ 6.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor.

#### **§ 6.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 6.4 EXECUTION OF THE CONTRACT**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

#### **§ 6.5 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

## **VII. ARTICLE 7 OWNER**

### **§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 7.1.1** The Owner shall furnish and pay for surveys and a legal description of the site.

**§ 7.1.2** The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 7.1.3** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

### **§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### **§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after 10 days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

## **VIII. ARTICLE 8 CONTRACTOR**

### **§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 8.1.1** Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

**§ 8.1.2** Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

### **§ 8.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 8.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety thereof unless the Contractor gives timely written notice to the Owner and Architect that such means, methods, techniques, sequences or procedures may not be safe.

**§ 8.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 8.3 LABOR AND MATERIALS**

**§ 8.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work to the extent Contractor has received payment therefor from Owner.

**§ 8.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 8.3.3** The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

**§ 8.3.4** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

### **§ 8.4 WARRANTY**

For a period of twelve (12) months from Substantial Completion the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

### **§ 8.5 TAXES**

Owner is tax exempt.

### **§ 8.6 PERMITS, FEES AND NOTICES**

**§ 8.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**§ 8.6.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Contractor shall promptly notify the Architect and Owner if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 8.7 SUBMITTALS**

**§ 8.7.1** The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The Work shall be in accordance with approved submittals.

**§ 8.7.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

### **§ 8.8 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 8.9 CUTTING AND PATCHING**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**§ 8.10 CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

**§ 8.11 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees; shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the Architect.

**§ 8.12 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**§ 8.13 RESPONSIBILITY FOR CLAIMS INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY ALL APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ARCHITECT, ARCHITECT'S CONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER CONSULTANTS OF EACH AND ANY OF THEM (THE "INDEMNIFIED PARTIES") FROM AND AGAINST EVERY CLAIM, LOSS, DAMAGE, INJURY, COST, EXPENSE, JUDGMENT OR LIABILITY OF EVERY KIND OR CHARACTER WHATSOEVER, IN CONTRACT, IN CONTRACT, TORT OR OTHERWISE, DIRECT OR INDIRECT, INCLUDING INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) FOR BODILY INJURY, DEATH, PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING LOSS OF USE) CAUSED BY, ARISING OUT OF OR RESULTING FROM ANY ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE (THE "CONTRACTOR PARTIES"), TAKEN IN CONNECTION WITH THE PERFORMANCE OF THE WORK, REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE SOLE OR CONCURRENT NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER, WHETHER GROSS, ACTIVE OR PASSIVE, WHETHER AN AFFIRMATIVE ACT OR AN OMISSION, INCLUDING WITHOUT LIMITATION ALL TYPES OF NEGLIGENT CONDUCT IDENTIFIED IN THE RESTATEMENT (THIRD) OF TORTS, OF ALL OR ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY IS IMPOSED UPON ALL OR ANY OF THE INDEMNIFIED PARTIES BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF EVERY KIND OR CHARACTER WHATSOEVER (WHETHER SOLE, JOINT, CONCURRENT, GROSS, ACTIVE OR PASSIVE) OF ALL OR ANY OF THE INDEMNIFIED PARTIES. THIS INDEMNIFICATION OBLIGATION OF THE CONTRACTOR PARTIES SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATIONS ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR PARTIES UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFITS ACTS.**

**CONTRACTOR SHALL AND DOES HEREBY WAIVE ITS CAUSES OF ACTION FOR AND RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PARTIES FROM CLAIMS FOR INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE WORK.**

**CONTRACTOR shall promptly settle or cause the settlement of all Claims for which it is responsible pursuant to the CONTRACT DOCUMENTS. Upon receipt of any Claim, CONTRACTOR shall immediately**

notify the OWNER of the full particulars thereof, and the OWNER may elect, by notice to CONTRACTOR, to have its representative accompany CONTRACTOR's representative in making settlement of the same.

In the event that any arrangement is made whereby CONTRACTOR or any of its subcontractors of any tier use any employees of OWNER, any tools, equipment, apparatus, improvements or other property of OWNER or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through OWNER, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of CONTRACTOR, and the acceptance and/or use of the tools or the utilities by CONTRACTOR or its subcontractors, of every tier shall mean the CONTRACTOR has inspected and determined the tools and utilities satisfactory for CONTRACTOR's intended purposes and uses, and accepted full responsibility for the tools and utilities. CONTRACTOR SHALL, UNDER THE TERMS OF THE INDEMNITY AGREEMENT SET FORTH ELSEWHERE, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST CLAIMS IN CONNECTION WITH, ARISING OUT OF, OR INCIDENT OR PERTAINING TO THE USE OF THE EMPLOYEES, THE TOOLS, OR THE UTILITIES OF THE INDEMNIFIED PARTIES, REGARDLESS OF WHETHER THE CLAIMS ARE FORESEEABLE OR ARE FOUNDED IN WHOLE OR IN PART ON BREACH OF CONTRACT, OR THE SOLE, JOINT, CONCURRENT, CONTRIBUTORY, OR COMPARATIVE BREACH OF LEGAL DUTY, FAULT OR NEGLIGENCE OF ANY DEGREE (INCLUDING GROSS NEGLIGENCE) OF ONE OR MORE OF THE INDEMNIFIED PARTIES.

In the event that any statute or rule of law should be held applicable to any indemnity clause in favor of one or more of the Indemnified Parties which would render void, voidable, or unenforceable any such indemnity clause as to any party by reason of any provisions contained therein, then and in only such event, such indemnity clause shall be deemed modified and read, construed and enforced as to such party with respect to the provisions held to violate the statute or rule of law to require indemnity by CONTRACTOR of the Indemnified Parties to the fullest extent required by such indemnity provision modified and limited only to the degree or extent necessary to bring such indemnity into compliance with such statute or rule of law, but otherwise, the indemnity shall remain in full force and effect and binding upon the parties hereto.

Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity or exculpatory provision of this Contract on the basis that the party has no notice or knowledge of such provision or that the provision is not "conspicuous."

If other provisions contain any indemnities or limitations, such indemnities shall be deemed to be cumulative of and to operate independently of the indemnities provided herein to the end that all indemnities provided in the CONTRACT DOCUMENTS shall be construed to grant indemnity to the Indemnified Parties to the fullest extent of each such indemnity.

CONTRACTOR shall include in each of its subcontracts with its subcontractors of every tier the same indemnity provisions in all material respects as those contained herein. Such provisions shall be for the benefit of and in favor of the Indemnified Parties and such other parties on whom CONTRACTOR and such subcontractors may agree.

NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT DOCUMENTS, OWNER SHALL NOT BE REQUIRED TO INDEMNIFY CONTRACTOR OR ANY OTHER PARTY TO ANY EXTENT WHATSOEVER.

#### **IX. ARTICLE 9 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

§ 9.1 The Architect will provide administration of the Contract and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 17.2.

§ 9.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 8.2.1.

§ 9.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.5 The Architect will have authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions so rendered in good faith.

§ 9.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### **§ 9.10 CLAIMS AND DISPUTES**

§ 9.10.1 Claims, disputes and other matters in question arising out of or relating to this Contract, including those in which the contractor is alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Architect for decision. Such matters, except those relating to aesthetic effect and except those waived as provided for in Section 9.11 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 9.10.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by the Architect, by mediation or by arbitration.

§ 9.10.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings,

which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**§ 9.10.4** Notwithstanding any other provision of the CONTRACT DOCUMENTS, (i) this Contract shall not be subject to arbitration unless both parties shall agree to such, pursuant to a separate written agreement; (ii) OWNER shall not be prohibited from bringing any claim or dispute more than 30 days after the start of the occurrence or event giving rise to the claim or dispute; and (iii) any formal decision by Architect regarding a claim or dispute between OWNER and CONTRACTOR shall never be final and binding upon OWNER.

**§ 9.11 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 9.11 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

**X. ARTICLE 10 SUBCONTRACTORS**

**§ 10.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

**§ 10.2** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner or Architect has made reasonable and timely objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 10.3** Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

**XI. ARTICLE 11 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**§ 11.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Section 9.10.



§ 11.2 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

## **XII. ARTICLE 12 CHANGES IN THE WORK**

§ 12.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 12.2 The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.

§ 12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted.

## **XIII. ARTICLE 13 TIME**

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.2.

§ 13.3 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Section 9.10.

## **XIV. ARTICLE 14 PAYMENTS AND COMPLETION**

### **§ 14.1 APPLICATIONS FOR PAYMENT**

§ 14.1.1 Payments shall be made as provided in Article 4 of this Agreement. Applications for Payment shall be in a form satisfactory to the Architect.

§ 14.1.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

## **§ 14.2 CERTIFICATES FOR PAYMENT**

**§ 14.2.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

**§ 14.2.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 14.2.3** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 14.2.1. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

**§ 14.2.4** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## **§ 14.3 PAYMENTS TO THE CONTRACTOR**

**§ 14.3.1** The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

#### **§ 14.4 SUBSTANTIAL COMPLETION**

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Upon the issuance of the Certificate of Substantial Completion, the Architect will submit it to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

#### **§ 14.5 FINAL COMPLETION AND FINAL PAYMENT**

§ 14.5.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### **XV. ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY**

#### **§ 15.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and

- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.13.

#### **§ 15.2 HAZARDOUS MATERIALS**

**§ 15.2.1** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up, which adjustments shall be accomplished as provided in Article 12 of this Agreement.

**§ 15.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

**§ 15.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

### **XVI. ARTICLE 16 INSURANCE**

**§ 16.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

#### **§ 16.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 16.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

**§ 16.3.1** Contractor shall require that all policies in any way related to the work and maintained by Contractor, as well as by all subcontractors of every tier, be endorsed specifically to name DISTRICT as additional insured, excluding, however, Worker's Compensation Insurance and Professional Liability Insurance, and to provide that each underwriter waives its right of subrogation against DISTRICT. All of the aforesaid policies shall be further

endorsed to provide that they are primary coverages and not in excess of any other insurance available to DISTRICT, and without rights of contribution or recovery against any of the insureds or from any such other insurance available to DISTRICT. Evidence of such specific endorsements shall be furnished with Contractor's Certificate of Insurance. Notwithstanding any other provision in the Contract Documents, DISTRICT shall not be required to provide any insurance whatsoever regarding the work or the project.

#### **§ 16.4 PROPERTY INSURANCE**

**§ 16.4.1** Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

#### **§ 16.5 WAIVERS OF SUBROGATION**

**§ 16.5.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 16.5.2** A loss insured under the Contractor's insurance shall be adjusted by the Contractor and made payable to the Contractor for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

### **XVII. ARTICLE 17 CORRECTION OF WORK**

**§ 17.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 17.2** In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 17.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

**§ 17.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

**§ 17.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

## **XVIII. ARTICLE 18 MISCELLANEOUS PROVISIONS**

### **§ 18.1 ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

### **§ 18.2 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

### **§ 18.3 TESTS AND INSPECTIONS**

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

### **§ 18.4 COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

As between Owner and Contractor, any applicable statute of limitations shall commence to run in accordance with the laws of the State of Texas.

## **XIX. ARTICLE 19 TERMINATION OF THE CONTRACT**

### **§ 19.1 TERMINATION BY THE CONTRACTOR**

If the Architect fails to recommend payment for a period of 15 days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.

### **§ 19.2 TERMINATION BY THE OWNER**

**§ 19.2.1** The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 19.2.2** When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials,

equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 19.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

## **XX. ARTICLE 20 OTHER CONDITIONS OR PROVISIONS**

Prior to commencement of the Work and from time to time thereafter, as Contractor deems necessary, Contractor may request and Owner shall provide adequate assurances, satisfactory to Contractor, at Contractor's sole discretion, of Owner's ability to fund all of its obligations, including changes and claims, under this Contract. If Owner fails to provide such assurances, Contractor, upon seven (7) days written notice, may stop the work and demobilize until such assurances are provided and Owner shall be liable to Contractor for all reasonable costs of demobilization, remobilization and delay.

This Agreement entered into as of the day and year first written above.

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**OWNER** *(Signature)*

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**CONTRACTOR** *(Signature)*

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*David Hawes, Executive Director*

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*Jay H. Williams, V.P.*

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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8. Receive an update from the Marketing and Business Development Committee.





## MONTROSE DISTRICT AGENDA MEMORANDUM

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TO: Montrose Management District Board of Directors  
FROM: David Hawes, Executive Director  
DATE: February 8, 2016  
ITEM 8: Receive report from Marketing and Business Relations Committee

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**Staff note:** The committee did not meet in January however, staff did meet with the committee chair to discuss a number of tweaks and changes to reporting procedures and the communication plan strategies. A follow up meeting with the Chair is to be scheduled the week of February 8 to review suggested changes recommended by staff and the creative team. Thereafter, we will report to the full committee and the board accordingly on recommended adjustments to the plan and reporting procedures going forward.

The Executive Director and staff provided project information on our mobility and visual improvement projects and **HBJ, the Houston Chronicle and KPRC** all covered the story. The new identity markers were of particular interest to the on line community and all of the projects are being well received.

One of our original articles ***“Inside the Effort to Restore Montrose’s Historic African-American Cemetery”*** was linked to by CultureMap.

The Executive Director and staff also worked on the draft of the new Service, Improvement and Assessment Plan for 2016-2031.

The Business Ambassador made 53 visits with 12 being completed. A complete analysis of the 2015 year in review is still in progress.

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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AGENDA MEMORANDUM

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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9. Receive an update from the Business and Economic Development Committee.

## **Memorandum**

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TO: Montrose Management District Board of Directors  
FROM: District Executive Director  
DATE: January 27, 2016  
SUBJECT: Business & Economic Development Committee Meeting

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The Business & Economic Development Committee of the Montrose Management District held its January meeting on January 27, 2016 at Tradition Bank, 5020 Montrose Blvd. Committee members attending were Steve Madden, Ryan Haley, Charlie Norris, Gene Creely and Larry Zomper. Staff present were Jerry Lowry and Ray Lawrence. The meeting was called to order at 12:13 PM.

### **Approval of December Minutes**

The minutes of the December 7, 2015 meeting of the committee were approved as written.

### **Six Month Report on Platting Activity**

Ray Lawrence presented a report on platting activity in the District from May 15 to December 15, 2015. Among the 26 plats filed, no plats were submitted to City Planning for any significant projects. The large majority were for 2 – 3 townhomes on fractional acres.

### **Committee Goals and Schedule for 2016**

Members of the committee exchanged views on a wide number of topics mostly having to do with establishing an identity for the District and promoting it as a desirable area for professional businesses. As an example, law firms, brokerage firms, art dealers and others based in other cities but wanting to have a presence in Houston. One drawback, however, could be the lack of space available for lease.

With respect to committee member Lane Llewellyn's previous suggestion that the committee target medical users desiring proximity to the Texas Medical Center, the members attending felt the opportunities should be limited to back office operations (though limited due to occupancy costs) and medical equipment and supply representatives. The Tradition Bank building had originally been conceived as a prime location for medical users but had received no interest from them over two plus years. Physicians desiring to lease space in the Campanile South Building were turned away because the normal commercial office users didn't want to be in the same building.

Ray Lawrence conveyed comments received prior to the meeting from Chairman Claude Wynn who felt that the committee should play a role in helping the District take more credit for what is happening in the District from a development stand point.

Steve Madden suggested and the committee concurred that the Economic Development Action Plan presented, discussed and launched in late 2012 be reviewed and updated.

By phone call in the morning, Lane Llewellyn had told Ray that she felt that the District needed to focus on the newly created Montrose TIRZ.

The fourth annual real estate forum luncheon will be staged in November.

### **Publicity for Montrose**

Ray Lawrence distributed copies of a January 15 HBJ article based on a Zillow report that listed "Near Town - Montrose" as one of the six hottest home neighborhoods in Houston for 2016 with a projected increase in average value of 4.8%.

### **Announcements**

Ray Lawrence said that Dan Braun had informed him that he is moving ahead with his River Oaks Collection retail project on West Gray. He is close to signing leases with a fast casual restaurant and a health club. He plans to submit his plans to City Planning in February, start exterior renovations of the existing structure in April and complete them in the fourth quarter.

Ray had also talked to Steve Zimmerman about any plans he might have for the vacant former antique shop property on Westheimer west of Dunlavy and the Grand Salon property in back of La Colombe d'Or. Steve indicated that he had no plans to develop either property at present. The Westheimer property is being leased out for parking.

### **Adjournment**

The meeting adjourned at 1:15 PM. The next meeting is scheduled for February 24.

MONTROSE MANAGEMENT DISTRICT  
CITY OF HOUSTON  
HARRIS COUNTY, TEXAS

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**AGENDA MEMORANDUM**

TO: Montrose Management District Board of Directors  
FROM: Executive Director  
SUBJECT: Agenda Item Materials

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10. Receive the Executive Director's Monthly Report.

# **MONTROSE MANAGEMENT DISTRICT**

## **SERVICE PLAN**

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### **MONTHLY REPORT**

**January 12, 2016 – February 8, 2016**

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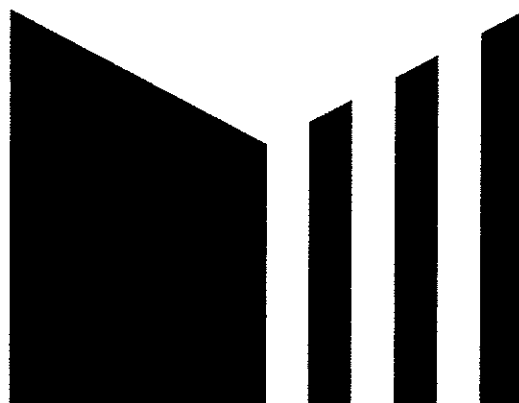
### **COMMITTEE ACTIVITY**

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### **STAFF ACTIVITY**

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## COMMITTEE ACTIVITY

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### **Mobility and Visual Improvements Committee**

The committee met on February 1.

### **Finance Committee**

The Committee met on February 8.

### **Public Safety Committee**

The committee met on January 27.

### **Marketing and Business Relations Committee**

The committee did not meet in January as the 2016 Communications Plan and Budget were adopted in December and the 2015 year in review reports had yet to be finalized.

### **Business and Economic Development Committee**

The committee met on January 27, 2016.

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## STAFF ACTIVITY

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January 12, 2016 – February 8, 2016

### **Marketing and Business Relations Committee**

The committee did not meet however, staff did meet with the committee chair to discuss a number of tweaks and changes to reporting procedures and the communication plan strategy. A follow up meeting with the Chair is to be scheduled the week of February 8 to review suggested changes recommended by staff and the creative team. Thereafter, we will report to the full committee and the board accordingly on recommended adjustments to the plan and reporting procedures going forward.

On-going tasks also continued throughout the month including: weekly board reports on social media outreach, daily and weekly e-news and e-blasts, updates to events calendar, and creation of four original articles. One of our original articles on *“Inside the Effort to Restore Montrose’s Historic African-American Cemetery”* was linked to by CultureMap. The Executive Director and staff provided project information on our mobility and visual improvement projects and **HBJ, the Houston Chronicle and KPRC** all covered the story. The new identity markers were of particular interest to the on line community and all of the projects are being well

received. Staff will continue to provide follow up information to the media as newsworthy benchmarks are reached with each of the projects.

The Executive Director and staff also worked on the draft of the new Service, Improvement and Assessment Plan for 2016-2031. A copy of the draft plan will be presented to the board shortly.

### **Business Ambassador Program**

The Business Ambassador made 53 visits with 12 being completed. A completed visit is one where information was exchanged with either the business owner or the manager. The BA also assisted with other tasks and assignments as requested by the Executive Director and staff. A complete analysis of the 2015 year in review is in progress and will be reported.

### **Social Media**

See social media report attached.

### **Mobility and Visual Improvements Committee**

The Mobility and Visual Improvements Committee met at the District office on February 1, 2016.

Staff is working with contractors for bids on the installation of Phase 1 Montrose Management District Identification Markers. A full understanding of the scope for electrical resulted in asking for an extension for bid submission. The Board of Directors can review ID Marker and Esplanade bids at the February 2016 meeting.

The next meeting for the Mobility and Visual Improvements Committee is on February 24.

### **Public Safety and Security Committee**

The Public Safety and Security Committee met at the District office on January 27.

Officer Beserra advised that December patrols included 51 arrests, with 1 felony and 39 misdemeanors. There were 284 calls for service, 1,781 locations checked, 520 BMV report cards issued, and 1377 Crime Prevention brochures distributed. Several new areas of patrol activity will be added to daily activity report to collect citizen and business interactions, including self-initiated police actions and citizen/business contacts.

The month of December showed graffiti removal from 79 business properties, 170 public properties, and 27 trash dumpsters. An increase of 11% from November. The 2015 total removals were 3,240, an increase of 1.7%.

The committee decided to move one of the available cameras to 501 Richmond and asked staff for additional crime statistics for the February PS Committee meeting before deciding what to do with the other two available cameras.



Crown Castle met with staff to share information on a new ordinance approved by the COH which allows the use of right-of-way for the installation of small cell antenna for wireless networks in Montrose.

Small cell networks and distributed antenna systems are being installed throughout the nation as part of a wireless network in order to meet ever-expanding demand for data capacity without necessitating the installation of large cell towers, also known as macro wireless towers. The agreement will allow cell phone carriers and wireless network infrastructure providers the right to enter and use the public right-of-way.

The next meeting for the Public Safety and Security Committee is February 24.

### **Business and Economic Development Committee**

The Business & Economic Development Committee met at the District office on January 27.

The committee is in the process of formulating its goals and work plan for 2016 which will include the Fourth Annual Real Estate Forum in November.

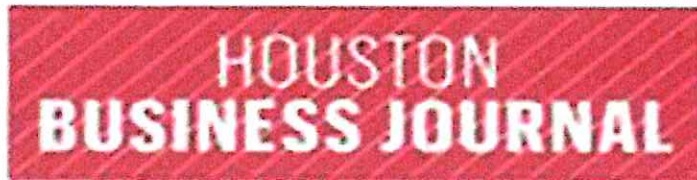
New commercial development is further enhancing the business base of the District. Developer Dan Braun is proceeding with his planned 15,000 SF River Oaks Collection retail center project at 1705 West Gray. He is signing leases with a fast casual restaurant and a health club and anticipate submitting plans to city planning department this month and start renovations on the existing building on the property in April. Dillon Kyle Architects announced they will build a three-story 5,800 SF office building on their owned 4,000 SF property at West Alabama and Mulberry.

Montrose's residential market is strong and getting stronger which is good news for area retailers, restaurants and professional services. Zillow rates Near Town–Montrose as one of the six hottest single-family home neighborhoods in Houston with average values forecast to rise 4.8% this year. Menzel Contemporary Homes announced this month that it plans to build 29 four-story townhomes on its 1.3-acre property on quiet Portland Street in back of Museum Tower. The new homes will range from 2,816 to 4,300 SF in size and \$795,000 to \$1,200,000 in price.

The committee will meet again on Wednesday, February 24.

### **Finance Committee**

The committee met on February 8 to review and discuss the bookkeeper's report, invoices and various delinquent assessments. The committee recommends approval of the reports and that invoices be paid. The next Finance committee meeting will be March 14.



## Another Houston neighborhood spruces up for 2017 Super Bowl

Jan 29, 2016, 2:36pm CST



**Laura Furr** Web editor *Houston Business Journal*

Another of Houston's most popular areas is slated to undergo changes in preparation for the 2017 Super Bowl.

Montrose will soon get new signage, median designs and bridge lighting paid for by some estimated \$4 million in funds from the Montrose Management District, Texas Department of Transportation and the Houston-Galveston Area Council funds, [the Houston Chronicle reports](#).

Implementation of 19 of 28 signs in the area will occur during the first phase of the redesign, which is slated to begin in the coming months. Signs will be made of aluminum, reaching about 9 feet tall with LED backlights and modern, capital letters. They will be located at 20 intersections in the area, according to packet provided by the Montrose Management District.

Phase I will also include adding mixed landscaping in the medians of Montrose, Yoakum and Lovett boulevards. The Montrose Management District has set aside \$980,000 for Phase I.

Phase II will include adding lighting to the bridges located over U.S. 59. The project is estimated to cost about \$3.4 million and will be paid for by the management district, TxDOT and the Houston-Galveston Area Council. This phase is slated to be completed in time for the 2017 Super Bowl.

Additionally, the M-shaped Museum District Neartown Gateway monument at Westheimer and Bagby will be demolished next month.



[VIEW](#)

[3 photos](#)





# KPRC Channel 2 News

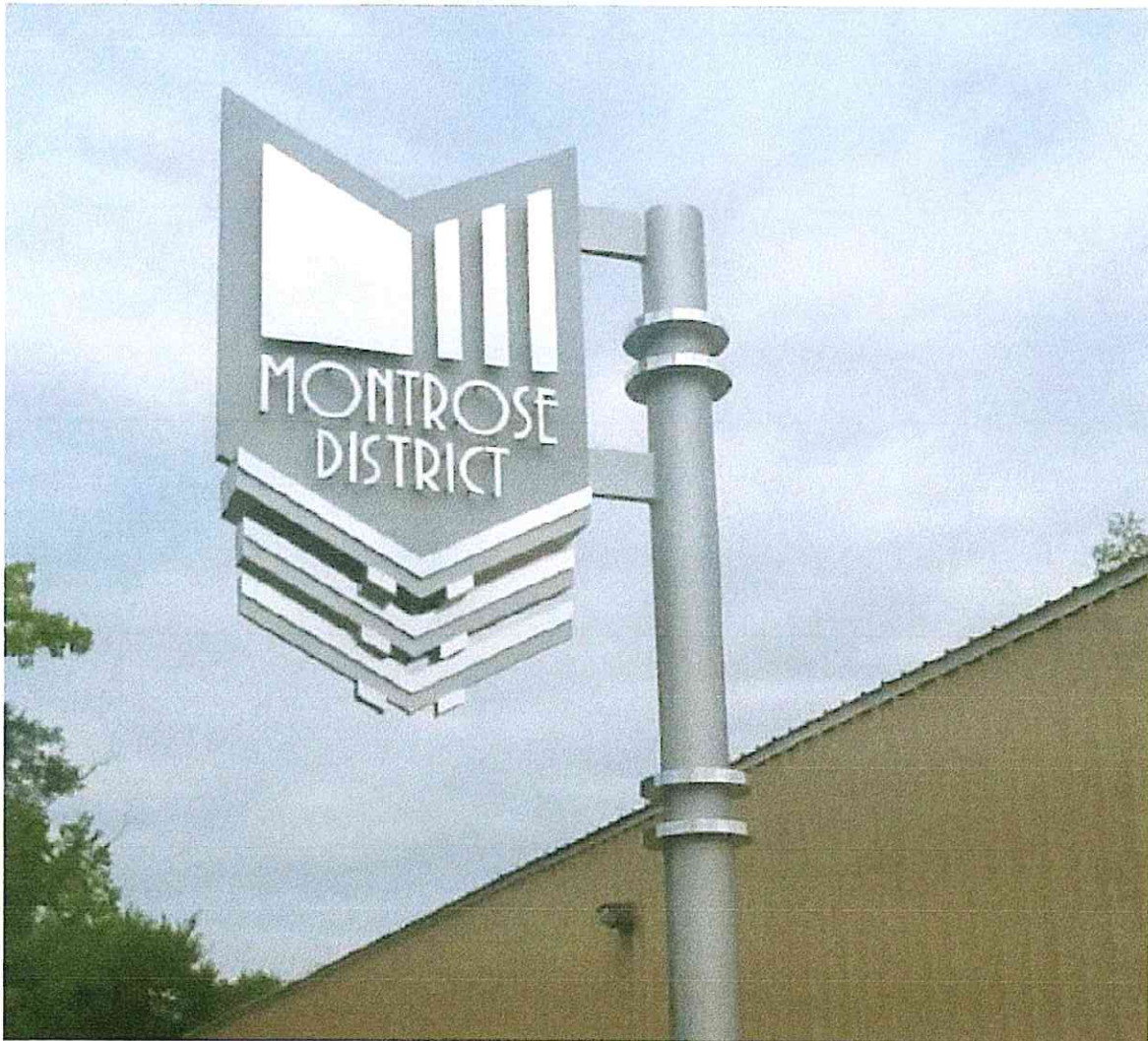
## Exciting new project underway in Montrose

By [Ciara Rouege](#) - Digital News Editor

Posted: 11:10 AM, January 27, 2016 Updated: 12:05 PM, January 28, 2016

**HOUSTON** - Montrose is getting a facelift just in time for Super Bowl 51.

The Montrose Management District is installing 28 identification markers at critical intersections throughout the Montrose community this year. The signs will be made with aluminum sign age materials and will feature a backlit banner sign face with color-changing LED lighting.

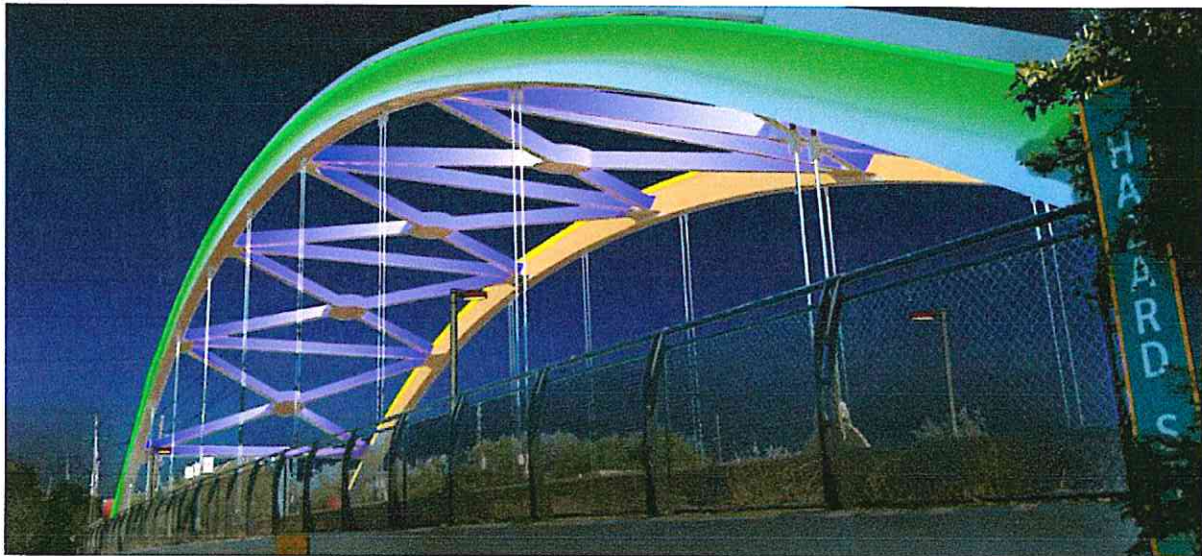






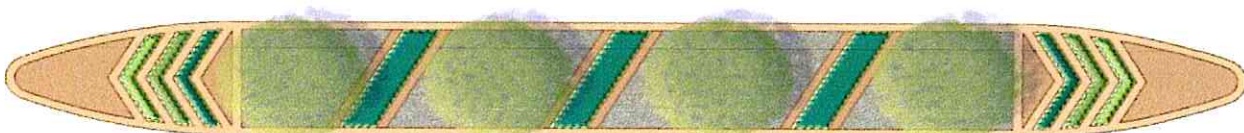
#### QUICK FACTS

- 28 Identification Markers to be placed throughout the District
- 20 Intersections to be enhanced with signage
- Premium Aluminum Signage Materials
- Backlit Banner Sign Face with Color Changing LED Light Fixture Installation



"These improvements will add a series of new and exciting elements to the Montrose landscape and reinforce recognition of Montrose as one of the most unique and desirable destinations in the Houston region," an MMD representative said.

MMD has allocated \$425,000 for installation of Phase One of the identity markers and \$555,000 for the construction of esplanades at the California Street and Lovett Boulevard intersections of Montrose Boulevard.



Esplanade Layout





Intersection of Lovett Blvd. and Montrose Blvd.



Intersection of California St. and Montrose Blvd.

The improvements also extend to seven bridge lighting installments over Highway 59, which are scheduled to be completed before February 2017, according to the Montrose MMD.

MMD official Gretchen Larson said the bridge lighting project is estimated to cost \$3.4 million. The expenses are being covered with grants from the Texas Department of Transportation and additional funding from the Houston-Galveston Area Council and MMD, she said.

"The design of the identity markers, esplanades and bridge lighting projects have all been an evolutionary and collaborative process," she said.

Larson said project bids for the identification markers and esplanades will be reviewed Feb. 1.

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# Houston Chronicle

## Montrose bridge lighting gets chance to shine

Councils to split \$2M overrun for U.S. 59 bridges



By [Dug Begley](#), January 13, 2016 Updated: January 13, 2016 7:48pm

Montrose area officials have put the dark times behind them and likely solved a big funding gap to relight seven bridges atop U.S. 59.

The Montrose Management District, Texas Department of Transportation and Houston-Galveston Area Council are poised to split the nearly \$2 million cost overrun to replace lighting along Woodhead, Mandell, Dunlavy, Hazard, Graustark and Montrose - the last actually two bridges. H-GAC's technical advisory council on Wednesday approved spending nearly \$665,000, sending the final approval on to the Transportation Policy Council, which has the final say later this month.

If approved, and with a state approval also pending but expected, the project could start in a matter of months, with a contract awarded in February or March, officials said.







At first skeptical when the plan was brought to the advisory council in October, chairman Mark Loethen, deputy director of Houston's Department of Public Works and Engineering, said changes to the proposal made it more appealing. Notably, the Montrose district - not TxDOT or the city - has agreed to maintain the lights. State funding also helped, Loethen said.

The bridges were illuminated when rebuilt atop U.S. 59 as part of a freeway widening project completed in 2001. Though popular with drivers and residents in the area, the lights quickly burned out.

"TxDOT has attempted to repair this lighting, and that was not successful," said Alan Clark, director of transportation planning at H-GAC.

Montrose officials spent more than two years working on ways to relight the bridges. After securing \$1.4 million in state funds for a \$1.7 million rehab of the lights, the management district opted for a more expensive plan to relight the bridges, after a presentation of options by Gandy<sup>2</sup>, a local lighting design firm.

"We were paying attention to the highway and not enough to the neighborhood," said Lance Gandy, one of the firm's principals and founders.

Other improvements also drove the cost up significantly, including TxDOT requiring new electrical systems on all the bridges and costly changes to how lane closings will be conducted.

When completed, Gandy said the long-life, low-energy LED lights planned for the bridges will outline the arches of the bridges, as well as illuminate the street.

Bill Calderon, executive director of the management district, justified the added expense as "one chance in a 20- to 30-year period to make a significant difference in how these bridges look."



Welcome to the latest from the Montrose District. If we've emailed you in error or maybe your inbox is too full, you can [unsubscribe here](#).



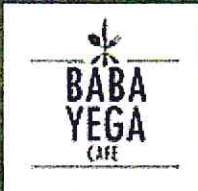
MONTROSE  
DISTRICT



## MY MONTROSE: BIMAL PATEL, FOCUS REFINED EYE CARE

"I want to do something that is often missing in health care, which is that one-on-one time with a doctor. That's what I'm attempting to do with Focus. It's a concierge health care practice."

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## Khun Kay Thai Cafe's Owner Retires, But Her Legacy Lives On

"When we started in 1982, nobody knew Thai food," Soodjai told me. At the time, Golden Door was one of only two Thai restaurants in Houston. Others have since come and gone, and the city now boasts dozens of Thai establishments spread across its vast metropolitan area, but the Golden Door has endured, albeit under a new name.

[READ MORE »](#)



## UPCOMING EVENTS

- 01.19 **Grown-Up Storytime #86**  
You send us stories, we pick the best ones, and assign them to a rotating crack-squad of expert story readers who show up the night of and wow our socks and/or pants off. [Learn More](#)
- 01.21 **Boiling Point Players at Rudyard's: A New Dawn Cabaret**  
Boiling Point's cabarets have become a major "to do" in Houston and the company is proud to host this event in its upcoming 2015-2016 season. [Learn More](#)
- 12.20 **23rd Iranian Film Festival**  
The Museum of Fine Arts, Houston presents the 23rd Houston Iranian Film Festival January 22 – February 2, 2016. [Learn More](#)

#montrose



@maiapapaya22 via  
instagram  
#montrosehouston

won't you be my neighbor

### Torchy's Tacos

Tacos

2411 S Shepherd Dr. | Houston, TX |  
77006 | [Contact](#)

### Robin's Nest B&B Inn

Bed & Breakfast

4104 Greeley | Houston, TX | 77006 |  
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Report Potholes  
with the 311 app



*Montrose officials and regional agencies will split the cost of relighting bridges over US 59.*

# CITY | STATE

*The reforms President Obama called for in his State of the Union are sorely needed.*

## Montrose officials bridge fund gap for lights

Councils to split \$2M overrun for U.S. 59 bridges

By Dug Begley

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*dug.begley@chron.com  
twitter.com/DugBegley*

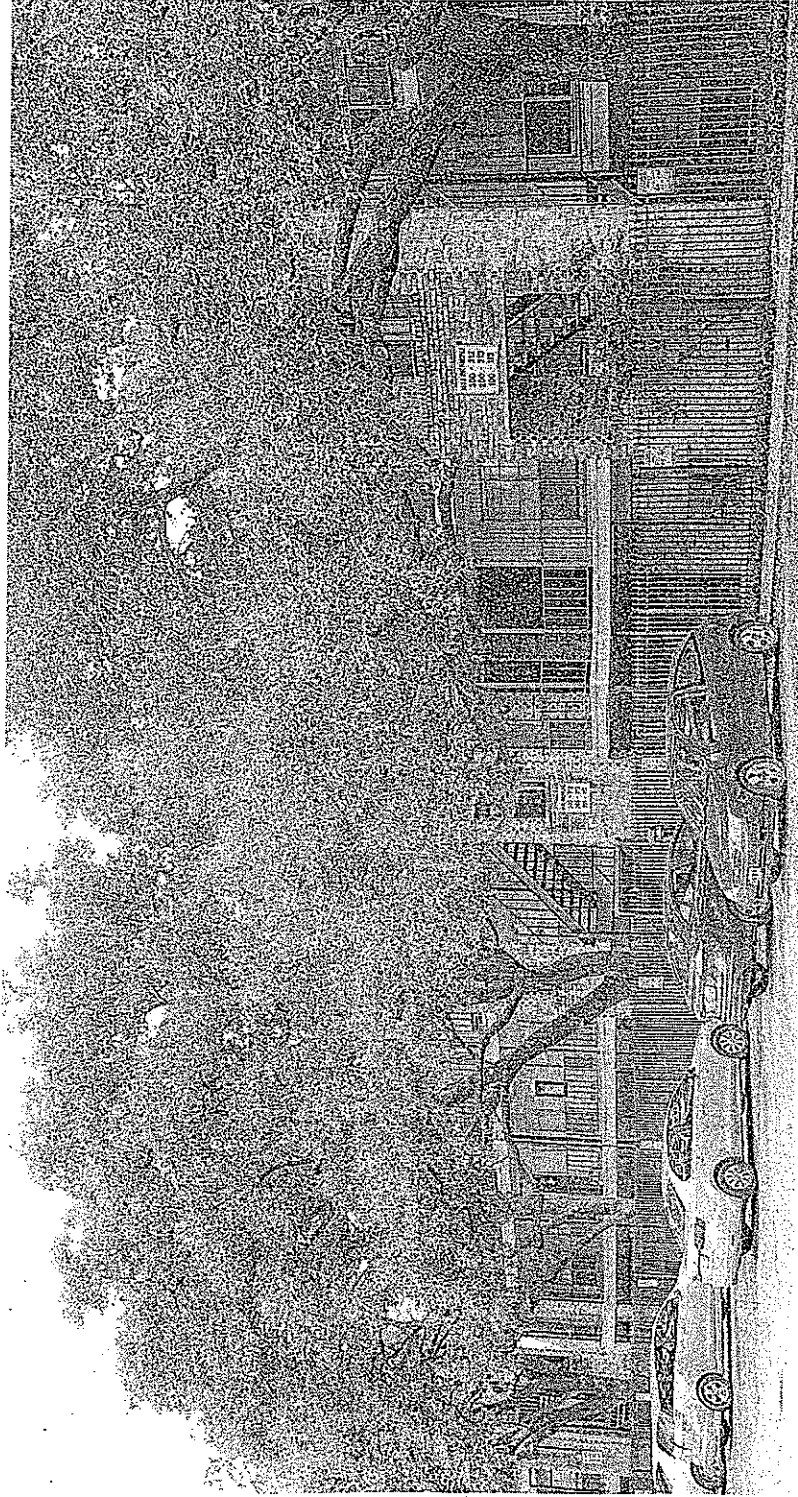
TECHNOLOGY

*Google becomes the world's most valuable company, pushing past Apple.*

Page B8

Houston Chronicle  @HoustonChron  Tuesday, February 2, 2016 | HoustonChronicle.com and Chron.com

# Residents given notice



The Richmond Square Apartments, built in 1968, had been called a "great elephant" standing in the way of growth for the Menil Collection's 30-acre property. Rents at the complex range from \$850 to \$1,200 for one- and two-bedroom units.

Karen Warren / Houston Chronicle

# Menil Collection's master plan in Montrose means the rest of an aging apartment complex soon will be torn down

By Erin Mulvaney

**R**esidents of the Richmond Square Apartments have received notice that the complex is being torn down as part of the Menil Collection's master plan to create parks, art buildings and roadway improvements on the Montrose property.

The 320 remaining apartments on Richmond Avenue, owned since 1981 by the foundation that runs the Menil, have been slated

for demolition as part of a plan to transform the area. A portion of the complex was earlier knocked down. Residents were given until May 1 to find new places to live.

Designers previously called the aging apartment complex, built in 1968, a "great elephant" standing in the way of growth for the museum's 30-acre property. Yet they were some of the few remaining more-affordable apartments in the desirable inner-city neighborhood. Rents at the complex range from \$850 to \$1,200 for one- and two-

bedroom units. Students who attend the University of St. Thomas, artists and others have lived there for decades.

The demolition is tied to the work to extend West Main Street that is already underway. The idea is to make the area more "walkable and seamless," Menil spokesman Tommy Napier said.

"That has been the goal of the master plan all along," Napier said. "With this new plan, we are emphasizing walkability and increased green space. We want an urban grid that is more accessible, particularly from Richmond Avenue."

Menil officials also are working on the

*Menil continues on B7*

## Menil is taking 'long-range view' for Montrose

*Menil from page B5*

\$40 million Menil Drawing Institute, the first free-standing facility in the U.S. devoted to the exhibit, study, storage and conservation of artworks on paper. The institute is the biggest component of a major expansion initiated in 2009, when the museum's board adopted a master plan by London's David Chipperfield Architects.

The plan also includes the Energy House and the existing Cy Twombly Gallery, which will be able to be viewed from the south side of an extended West Main. The Menil Collection's campus extension is due to be completed in 2017.

In the 1970s, Menil founders John and Dominique de Menil amassed 71 lots of 1920s-era bungalows and duplexes adjacent

to their Rothko Chapel.

"The master plan calls for a variety of things on the southern side of the property: parks, buildings, a street grid, which never existed in that area," Napier said. "The Menil is taking the long-range view for how we want to use our properties and improve them to support our core mission that goes to the art and our art buildings."

The Richmond Square is the latest aging apartment complex in the quickly changing Montrose to face the wrecking ball. Some residents knew it was inevitable but still face a difficult decision moving forward.

Kali Riedel, 29, said she wanted to cry when she heard the apartments would be torn down. She's lived there for three years and pays \$1,065 a month for



**Residents of the 320 remaining apartments in the Richmond Square Apartments were given until May 1 to find new places to live.**

Karen Warren / Houston Chronicle

a two-bedroom, two-bath apartment that she shares with a roommate. She said the most she could afford for a new place would be \$1,100 a month.

"I'll have to figure out what to do with my life. I thought, 'Am I moving to the 'burbs? Will I stay here in Montrose or Midtown?'" Riedel said.

She worries more about the students and longtime, older residents

who will be displaced.

"I've always lived in older apartments, where rent was a little more reasonable," she said. "They keep building all these luxury apartments, and they are not in my price range. In a perfect world, I would have stayed in the apartment until I had enough money to buy a place."

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