

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- (x) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- () Other - Contingent on receipt of tax increment

Date: April 5, 2005

Madeline D. Appel
City Controller of the City of Houston

RF FUND REF: 755-20-P3228 AMOUNT: 457,844.40 ENCUMB. NO.: 7558A

City of Houston, Texas, Ordinance No. 2005- 356

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF HOUSTON, TEXAS, THE MIDTOWN REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER, TWO, CITY OF HOUSTON, TEXAS FOR CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS; APPROPRIATING THE SUM OF \$457,844.40 OUT OF THE WATER AND SEWER SYSTEM CONSOLIDATED CONSTRUCTION FUND (FUND 755) FOR PAYMENT TO THE MIDTOWN REDEVELOPMENT AUTHORITY PURSUANT TO THE SUBJECT AGREEMENT; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. That the City Council appropriates the sums of money set out in the title of this Ordinance, out of the funds set out in such title for the purpose set out in such title.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 13th day of April, 2005.

APPROVED this _____ day of _____, 2005.

Mayor of the City of Houston

FORM 132.M
(Approving/Authorizing)

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is APR 19 2005.



City Secretary

(Prepared by Legal Dept. Clerk Jonathan Ford *JF*)
 (CSL:csl 3/22/05 Assistant City Attorney
 (Requested by Michael Marcotte, P.E., DEE, Director, Public Works and Engineering Department)
 (L.D. File No. 0349400360061)

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AYE	NO	2005-356
✓		MAYOR WHITE
....	COUNCIL MEMBERS
✓		LAWRENCE
✓		GALLOWAY
✓		GOLDBERG
	ABSENT	EDWARDS
✓		WISEMAN
✓		KHAN
✓		HOLM
✓		GARCIA
✓		ALVARADO
✓		ELLIS
✓		QUAN
✓		SEKULA-GIBBS
✓		GREEN
✓		BERRY
CAPTION	ADOPTED	

CERTIFICATE OF CITY CONTROLLER

I, Annise D. Parker, City Controller of the City of Houston, Texas, pursuant to Article II, Section 19a of the Charter of the City of Houston, with respect to the sum of **\$457,844.40** required for the project referenced in the title of this ordinance, do hereby certify as follows:

- (1) The sum of **\$457,844.40** will be funded from water and sewer system bond proceeds and/or water and sewer system commercial paper proceeds (first-in-first-out basis) pursuant to Ordinance No. 93-1409 authorizing the creation of the Water and Sewer System Consolidated Construction Fund (Fund 755) . To the extent that this sum will be paid with bond proceeds, it is in the treasury in the said fund, and is not appropriated for any other purpose.
- (2) To the extent that all or a portion of the **\$457,844.40** will be paid be commercial paper proceeds, funds will be received into the treasury and available before the maturity of said obligation, and such anticipated funds have not already been appropriated for any other purpose. Such sum will be received as a cash draw(s) to the City of Houston pursuant to the Water and Sewer System Commercial Paper Ordinance, Ordinance No. 93-1209.




City Controller

INTERLOCAL AGREEMENT

Between

THE CITY OF HOUSTON, TEXAS

and

**REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS**

and

MIDTOWN REDEVELOPMENT AUTHORITY

INTERLOCAL AGREEMENT

I. PARTIES

1.1 Introduction.

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council; **REINVESTMENT ZONE NUMBER TWO, CITY OF HOUSTON, TEXAS**, a reinvestment zone created by the City of Houston pursuant to Chapter 311 of the Texas Tax Code ("Midtown Zone"), acting by and through its Board of Directors; and the **MIDTOWN REDEVELOPMENT AUTHORITY**, a not-for-profit local government corporation, organized and existing under the laws of the State of Texas (the "Authority"), acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

1.2 Addresses.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City: Director of Public Works and
Engineering Department
or Designee
City of Houston
P. O. Box 1562
Houston, Texas 77251

Midtown Zone: Reinvestment Zone Number Two,
City of Houston, Texas
Bienville Building
3401 Louisiana Street, Suite 355
Houston, Texas 77002

Midtown Authority: Midtown Redevelopment Authority
Bienville Building
3401 Louisiana Street, Suite 355
Houston, Texas 77002

1.3 Index.

The City, the Midtown Zone, and the Authority hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
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III.	Obligations of the City	6
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VI.	Miscellaneous	11

1.4 Parts Incorporated.

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

MIDTOWN REDEVELOPMENT AUTHORITY

By: _____ Date
Chairperson, Board of Directors

ATTEST/SEAL:

By: _____ Date
Secretary, Board of Directors

**REINVESTMENT ZONE NUMBER TWO,
CITY OF HOUSTON, TEXAS**

By: _____ Date
Chairperson, Board of Directors

ATTEST/SEAL:

By: _____ Date
Secretary, Board of Directors

II. BACKGROUND

2.1 Creation of Zone and Authority. By Ordinance No. 94-1345, dated December 14, 1994, the City created the Midtown Zone for the purposes of redevelopment in the Midtown Area. By Resolution No. 95-96, dated June 28, 1995, the City approved the creation of the Midtown Redevelopment Authority whose purpose is to promote the common good and general welfare of the Midtown Area, to promote, develop, encourage and maintain employment, commerce and economic development in Houston and to perform the other purposes described in its Articles of Incorporation. By Ordinance No. 95-1322 the City expanded the boundaries of the Midtown Zone.

2.2 Agreement Between the City, Zone and Authority. By Ordinance No. 96-389, the City approved an agreement between the City, the Midtown Zone and the Authority, and by Ordinance No. 2000-494 the City approved an amendment to the agreement (as amended, the "Midtown Agreement"), pursuant to which the Authority is authorized to perform certain activities relating to the development and redevelopment of the Midtown Zone as described in the Midtown Agreement. The City approved the Project Plan and Reinvestment Zone Financing Plan and amendments thereto (as amended, the "Plans") for the Midtown Zone. The Plans include the reconstruction of certain streets and other infrastructure improvements within the Midtown Zone, including the public infrastructure improvements described in Section 2.3 below and in Exhibit "A" of this Agreement (the "Public Works").

2.3 Public Works. The Midtown Zone and the Authority have committed to the reconstruction of streets and certain utilities in the area just north and east of

Baldwin Park (Drew and Dennis from Austin to Hamilton, Jackson from Anita to McGowen, Anita from Crawford to Chenevert, and Rosalie and Anita from Chenevert to Hamilton) and the reconstruction of pedestrian streetscape on Elgin Street from San Jacinto to Chenevert. The City had proposed an overlapping project to replace water lines on Dennis and Elgin from Austin to Hamilton (US 59), as depicted on the map attached as Exhibit "A." The City project was scheduled for construction approximately one year after the Midtown project. To avoid disruption of the neighborhood after the street reconstruction project is completed and to avoid additional costs, the Midtown Zone and Authority agree to include and construct the City water lines on Dennis and Elgin (the "Public Works") in their improvement project with the costs of the additional professional service fees and construction costs for the Public Works to be borne by the City, as further detailed in Exhibit "B". All improvements other than the Public Works included in the project will be funded by the Midtown Zone and the Authority.

2.4 Construction Schedule. Construction of the Public Works shall commence within three weeks of the effective date of this Agreement and be substantially complete within one year of the effective date of this agreement.

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

III. OBLIGATIONS OF THE CITY

3.1 Project Funding. After completion of the Public Works, the City's acceptance of the Public Works, and submittal to the City of the final payment to the contractor, the City shall pay to the Authority, within 30 days, for the actual costs of

the Public Works, in an amount not to exceed \$457,844.40 as detailed in Exhibit "B." The City shall accept the Public Works upon i) certification that the Public Works were constructed in accordance with the City-approved plans and specifications; ii) the Authority providing the City all documents necessary to vest title of the Public Works to the City free and clear of any encumbrance as required by the City Attorney; iii) the Authority providing the City as-built record drawings of the Public Works; and iv) an accounting of all costs to be reimbursed in accordance with this section. The City's payment under this section is subject to appropriation of funds for the Public Works.

3.2 Ownership and Maintenance of Public Works. Upon completion and the City's acceptance of the Public Works, the City shall assume ownership of the Public Works. The Authority or Midtown Zone will have no further responsibility towards the City on the Public Works after construction is completed and all maintenance and repairs of the Public Works will be the responsibility of the City.

IV. OBLIGATIONS OF MIDTOWN ZONE AND THE AUTHORITY

4.1 Construction of Public Works. The Authority will cause the construction of the Public Works to occur in accordance with the construction schedule set forth in Section 2.4 of this Agreement. The Authority will construct the Public Works in accordance with the design of the Public Works as approved by the City's Director of Public Works and Engineering Department and competitive bidding procedures applicable to similar public infrastructure improvements constructed by the City.

Notwithstanding the foregoing, the Authority shall not authorize any contractor to begin construction of any Public Works until each of the following conditions is satisfied:

- (1) Approval by the City of the final plans and specifications for the Public Works; and
- (2) The issuance by the City of a building permit for the Public Works.

4.2 Cost Overruns. The Midtown Zone and Authority shall be responsible for any costs of the Public Works exceeding \$457,844.40, whether caused by delay, change orders or any other reason.

ARTICLE V INDEMNITY RELEASE AND INSURANCE

5.1 INDEMNITY FOR PERSONAL INJURIES.

THE AUTHORITY AND ZONE (COLLECTIVELY, THE "AUTHORITY") COVENANT AND AGREE TO, AND DO HEREBY, DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, LEGAL REPRESENTATIVES, OFFICERS AND EMPLOYEES (COLLECTIVELY, THE "CITY"), HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS INJURIES, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1. THE AUTHORITY'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY**

IN LETTERED PARAGRAPHS 1-3, "AUTHORITY'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2. THE CITY'S AND THE AUTHORITY'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE AUTHORITY IS IMMUNE FROM LIABILITY OR NOT; AND

3. THE CITY'S AND THE AUTHORITY'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER THE AUTHORITY IS IMMUNE FROM LIABILITY OR NOT.

THE AUTHORITY SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. THE AUTHORITY'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. THE AUTHORITY SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

5.2. INDEMNITY TO CITY PROPERTY.

AUTHORITY SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSION OF AUTHORITY, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.

5.3. RELEASE.

THE AUTHORITY AGREES TO AND SHALL RELEASE THE CITY FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO

PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE.

THE AUTHORITY SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE CITY HEREUNDER.

5.4. Indemnification Procedures.

a. Notice of Claims. If the City or the Authority receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a. A description of the indemnification event in reasonable detail;
- b. The basis on which indemnification may be due; and
- c. The anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, they do not waive any right to indemnification except to the extent that the Authority is prejudiced, suffers loss, or incurs expense because of the delay.

b. Defense of Claims.

1. Assumption of Defense. The Authority may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the

City. The Authority shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, the Authority must advise the City as to whether or not it will defend the claim. If the Authority does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

2. Continued Participation. If the Authority elects to defend the claim, the City may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. The Authority may settle the claim without the consent or agreement of the City, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City; (ii) would require the City to pay amounts that the Authority does not fund in full; or (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.5 Insurance. The Authority shall obtain insurance in the manner and in amounts as provided in the Midtown Agreement.

VI. MISCELLANEOUS

6.1 Agreement Term. This Agreement shall become effective and commence as of the date it is countersigned by the City Controller (the "Effective Date"). Unless earlier terminated by the parties hereto, this Agreement shall terminate upon completion of the Public Works and payment to the Authority by the City as provided in Section 3.1 of this Agreement.

6.2 Enforcement. The City Attorney, or his designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. The Midtown Zone and the Authority covenant to provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Agreement.

6.3 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

6.4 Assignment. No party hereto shall make, in whole or in part, or in law or otherwise, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other parties hereto.

6.5 Governing Law. This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City of Houston, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having jurisdiction. Any action to enforce or interpret this Agreement shall be brought in the court of appropriate jurisdiction in Houston, Harris County, Texas. Should any provisions of this Agreement require judicial interpretation, the City, the Midtown Zone and the Authority hereby agree and stipulate that the court interpreting or considering the same shall not apply the

presumption that the terms hereto shall be construed against the party who prepared the same, it being agreed that all parties hereto have participated in the preparation of this Agreement and that each party had full opportunity to consult legal counsel of choice before the execution of this Agreement.

6.6 Third Party Beneficiary. This Agreement shall not bestow any rights upon any third party, but rather shall bind and benefit the City, the Midtown Zone and the Authority only.

6.7 Severability. In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the City, the Midtown Zone or the Authority in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

6.8 Entire Agreement. This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with execution hereof.

6.9 Written Amendment. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

6.10 Non-Waiver. Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a

waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

6.11 Successors. This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, director, employee or agent of the City, the Midtown Zone or the Authority.

6.12 No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

6.13 Time is of the Essence. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorist acts, riots, strikes, court orders, and the acts of superior governmental or military authority.

6.14 Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.



EXHIBIT

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BID TAB - WATERLINE ITEMS-Elgin & Dennis

MIDTOWN REDEVELOPMENT AUTHORITY

BALDWIN PARK NEIGHBORHOOD STREETS

**JOB NO. 1174-003-00, CONTRACT NO. 1
HARRIS COUNTY, TEXAS**

TRAFFIC CONTROL ITEMS					REYTEC CONSTRUCTION	
Item No.	Spec Sect. or Detail Number	Item Description	Unit	Unit Qty.	Unit Cost	Total Cost
A1	01555	Furnish, Install, and Maintain Traffic Control Devices and appurtenances, in accordance with Texas Manual on Uniform Traffic Control Devices (Latest Edition); Complete in Place:	L.S.	1	\$4,725.00	\$4,725.00
A2	01555	Flagmen	L.S.	1	\$3,675.00	\$3,675.00
A3	01555	Flashing Arrow Board	DAY	330	\$3.78	\$1,247.40
TOTAL TRAFFIC CONTROL ITEMS						\$9,647.40

GENERAL AND SITE WORK ITEMS					REYTEC CONSTRUCTION	
Item No.	Spec Sect. or Detail Number	Item Description	Unit	Unit Qty.	Unit Cost	Total Cost
C1	01502	Mobilization, Demobilization, and Furnish Performance, Payment, and Maintenance Bonds in accordance with the contract documents:	L.S.	1	\$8,400.00	\$8,400.00
C2	01562	Furnish and Install Tree and Plant Protection, Complete in Place	L.S.	1	\$1,575.00	\$1,575.00
TOTAL GENERAL AND SITE WORK ITEMS						\$9,975.00

PAVING ITEMS					REYTEC CONSTRUCTION	
Item No.	Spec Sect. or Detail Number	Item Description	Unit	Unit Qty.	Unit Cost	Total Cost
E26	02951	Pavement Repair, Base and Sub-grade, including Monolithic Curb and Gutter and Saw Cuts, All Thicknesses, for Construction of 8-inch waterline along Elgin St., Complete in Place:	S.Y.	1,255	\$45.00	\$56,475.00

EXHIBIT

tabbles*

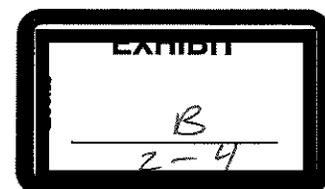
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1-4

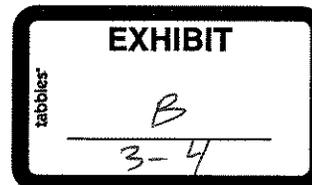
TOTAL PAVING ITEMS

\$56,475.00

WATERLINE ITEMS					REYTEC CONSTRUCTION	
Item No.	Spec Sect. or Detail Number	Item Description	Unit	Unit Qty.	Unit Cost	Total Cost
H1	02086	Adjust Exist. Valves Boxes to Finished Grade, Complete in Place:	EA.	6	\$130.00	\$780.00
H2	02086	Adjust Exist. Meters to Finished Grade, Complete in Place:	EA.	4	\$160.00	\$640.00
H3	02260	Trench Safety System for Waterline Construction, Complete in Place:	L.F.	3,410	\$0.50	\$1,705.00
H4	02511	Furnish and Install 8-inch AWWA C-900 PVC or Class 52 Ductile Iron Pipe, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances with Standard Bedding and Backfill, Complete in Place:	L.F.	3,375	\$55.00	\$185,625.00
H5	02511	Bore and Jack (Slurry Auger) 8-inch AWWA C-900 PVC or Class 52 Ductile Iron Pipe, including Access Pits and Appurtenances, Complete in Place:	L.F.	45	\$108.00	\$4,860.00
H6	02511	Bore and Jack (Slurry Auger) 8-inch AWWA C-900 PVC or Class 52 Ductile Iron Pipe in 16-inch I.D. Steel Casing, including Access Pits, Restrained Joints, and Appurtenances, Complete in Place:	L.F.	250	\$285.00	\$71,250.00



H7	02511	Furnish and Install 12-inch AWWA C-900 PVC or Class 52 Ductile Iron Pipe, including Fittings, Thrust Blocking, Restrained Joints, and Appurtenances with Standard Bedding and Backfill, Complete in Place:	L.F.	35	\$100.00	\$3,500.00
H8	02511	Furnish and Install 8-inch Plug and Clamp, Complete in Place:	EA.	8	\$56.00	\$448.00
H9	02511	Furnish and Install 12-inch Plug and Clamp, Complete in Place:	EA.	1	\$87.00	\$87.00
H10	02511	Remove Exist. 8-inch Plug and Clamp, Complete in Place:	EA.	0	\$120.00	\$0.00
H11	02512	Furnish and Install 3/4-inch thru 1-inch Service Tap and Service Lines for Short Side Service Connection, Complete in Place	EA.	12	\$400.00	\$4,800.00
H12	02512	Furnish and Install 3/4-inch thru 1-inch Service Tap and Service Lines for Long Side Service Connection, Complete in Place	EA.	13	\$640.00	\$8,320.00
H13	02512	Furnish and Install 3/4-inch thru 1-inch Service Tap and Service Lines for Extra Long Side Service Connection, Complete in Place	EA.	1	\$900.00	\$900.00
H14	02512	Furnish and Install 1 1/2-inch thru 2-inch Service Tap and Service Lines for Short Side Service Connection, Complete in Place	EA.	2	\$580.00	\$1,160.00
H15	02512	Furnish and Install 1 1/2-inch thru 2-inch Service Tap and Service Lines for Long Side Service Connection, Complete in Place	EA.	1	\$930.00	\$930.00
H16	02512	Furnish and Install 1 1/2-inch thru 2-inch Service Tap and Service Lines for Extra Long Side Service Connection, Complete in Place	EA.	1	\$1,200.00	\$1,200.00
H17	02513	Furnish and Install 8-inch Wet Connection, Complete in Place	EA.	5	\$660.00	\$3,300.00
H18	02513	Furnish and Install 16-inch Wet Connection, Complete in Place	EA.	0	\$1,500.00	\$0.00
H19	02516	Cut, Plug, and Abandon in Place Exist. 3/4-inch Waterline, Complete in Place:	EA.	1	\$150.00	\$150.00
H20	02516	Cut, Plug, and Abandon in Place Exist. 1-inch Waterline, Complete in Place:	EA.	3	\$150.00	\$450.00



H21	02516	Cut and Plug Exist. 2-inch Waterline, Complete in Place:	EA.	1	\$150.00	\$150.00
H22	02516	Cut, Plug, and Abandon in Place Exist. 4-inch Waterline, Complete in Place:	EA.	0	\$300.00	\$0.00
H23	02516	Cut, Plug, and Abandon in Place Exist. 6-inch Waterline, Complete in Place:	EA.	2	\$600.00	\$1,200.00
H24	02516	Cut, Plug, and Abandon in Place Exist. 8-inch Waterline, Complete in Place:	EA.	12	\$650.00	\$7,800.00
H25	02516	Cut, Plug, and Abandon in Place Exist. 16-inch Waterline, Complete in Place:	EA.	0	\$1,500.00	\$0.00
H26	02520	Furnish and Install Standard City of Houston Fire Hydrant, including tee, 6-inch Gate Valve with Box, Thrust Blocking, All Depths, Complete in Place:	EA.	3	\$2,900.00	\$8,700.00
H27	02520	Furnish and Install Fire Hydrant 6-inch Lead, Complete in Place:	L.F.	14	\$28.00	\$392.00
H28	02520	Remove and Salvage Standard City of Houston Fire Hydrant, Complete in Place:	EA.	2	\$300.00	\$600.00
H29	02521	Furnish and Install 8-inch Gate Valve w/ Box, Complete in Place:	EA.	22	\$700.00	\$15,400.00
H30	02521	Furnish and Install 12-inch Gate Valve w/ Box, Complete in Place:	EA.	1	\$1,200.00	\$1,200.00
H31	02525	Furnish and Install 12-inch by 8-inch Tapping Sleeve and Valve w/ Box, Complete in Place:	EA.	1	\$2,700.00	\$2,700.00
H32	02525	Furnish and Install 8-inch by 8-inch Tapping Sleeve and Valve w/ Box, Complete in Place:	EA.	9	\$2,800.00	\$25,200.00
H33	02525	Furnish and Install 8-inch by 6-inch Tapping Sleeve and Valve w/ Box, Complete in Place:	EA.	1	\$2,300.00	\$2,300.00
H34	02525	Furnish and Install 6-inch by 6-inch Tapping Sleeve and Valve w/ Box, Complete in Place:	EA.	1	\$2,300.00	\$2,300.00
H35	02525	Furnish and Install 4-inch by 4-inch Tapping Sleeve and Valve w/ Box, Complete in Place:	EA.	1	\$2,200.00	\$2,200.00
TOTAL WATERLINE ITEMS						\$360,247.00

Engineering Design and Construction Services - Pate Engineers, Inc.

\$21,500.00

TOTAL COST

\$457,844.40

