

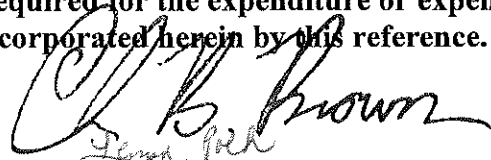
Controller's Office

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

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.
- () 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 - Grant Funds Available



 City Controller of the City of Houston, Texas

Date: 0-2, 2020

MB
DE

FUND REF: 1021-2000 AMOUNT: -0- ENCUMB. NO.: GN20035-20
077348

City of Houston, Texas Ordinance No. 2020-474

AN ORDINANCE APPROVING AND AUTHORIZING A TENDER OF COMPLETION CONTRACTOR TO CITY AND RELEASE AGREEMENT FOR THE CITY OF HOUSTON/HOMEOWNER AGREEMENT FOR 2015 FLOOD MITIGATION ASSISTANCE HOME ELEVATION PROJECT BETWEEN THE CITY OF HOUSTON AND PROPERTY OWNER(S) AT 4718 NORTH BRAESWOOD BOULEVARD, HOUSTON, TEXAS 77096 (AS APPROVED BY ORDINANCE NO. 2017-0560, AS AMENDED); CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

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

Section 1. The City Council hereby approves and authorizes this Second Amendment as 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. 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 3. 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 4. 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 3rd day of June, 2020.

APPROVED this _____ day of _____, 20____.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is JUN 09 2020.

[Signature]
City Secretary

(Prepared by Legal Dept. Arnold Colunga)
(ARC/sjl 05/18/2020) Assistant City Attorney
(Requested by Carol Ellinger Haddock, P.E., Director, Houston Public Works)
(L.D. File No. 0802000060001)

CAPTION PUBLISHED IN DAILY COURT
REVIEW
DATE: JUN 09 2020

AYE	NO	
✓		MAYOR TURNER
••••	••••	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

Claim Number GC011892

TENDER OF COMPLETION CONTRACTOR TO CITY AND RELEASE AGREEMENT

This TENDER OF COMPLETION CONTRACTOR TO CITY AND RELEASE AGREEMENT ("Agreement"), dated _____, 20____, is entered into by and between Great Midwest Insurance Company ("Surety"), the City of Houston (the "City"), and Waleed Alali and Dana Marafi (collectively, the "Homeowner"). The Surety, City and Homeowner may be referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, effective on or about 09/28/2017, the City and Homeowner entered into a contract entitled "City of Houston/Homeowner Agreement for 2015 Flood Mitigation Assistance Home Elevation Project" (hereinafter the "FMA Contract"), pursuant to which the City would provide FEMA grant funds for the elevation of Homeowner's residence under certain terms and conditions stated therein; Homeowner thereby agreed to and did contract with its chosen vendor, Titan Lifetime Foundations LLC and Linda Heaner d/b/a Absolute Concrete (collectively, the "Principal", the "Developer", or "Titan") to perform such elevation project, such agreement being memorialized in the Homeowner/Contractor Agreement for 2015 Flood Mitigation Assistance Home Elevation Project (hereinafter the "Homeowner/Contractor Agreement"), dated 09/22/2017. Further, the Homeowner/Contractor Agreement was attached to and incorporated into the FMA Contract as Attachment "A", as if set forth fully therein; the elevation project is described therein as "Home Elevation – 4718 N. Braeswood Blvd, Houston, TX 77096" and is hereinafter referred to for convenience as the "Project"; and

WHEREAS, the FMA Contract and the Homeowner/Contractor Agreement are referred to herein collectively as the "Original Contract"; and

WHEREAS, as a condition under the Original Contract, Surety executed and delivered to City a Performance Bond, No. GMIC-SB-2381059 ("Performance Bond") in favor of the City to secure the performance obligation of Principal pursuant to the Original Contract referred to above and Payment Bond, No. GMIC-SB-2381059 ("Payment Bond") issued pursuant to the provisions of Texas Government Code Chapter 2253, each in the penal sum of \$219,985.33. In accordance with the Original Contract, the Performance Bond and Payment Bonds is for the total project costs, including both grant eligible and homeowner (grant ineligible) costs; and

WHEREAS, City and Homeowner agreed to pay to Principal the sum of \$173,464.50 (the "Contract Sum") pursuant to the Original Contract, subject to increases or decreases in the Contract Sum based on changes in the work; and

WHEREAS, on August 14, 2018, City and Homeowner formally declared the Principal to be in default on the Original Contract. City and Homeowner subsequently made a demand upon Surety under the Performance Bond to complete the Project in accordance with the Original Contract; and

WHEREAS, Surety invited bids for completion of the work remaining on the Project and in due course received bids from several contractors, the lowest responsible bid being that of Arkitektura Development, Inc. ("Arkitektura"), 705 Harborside Drive, Houston, TX, for the sum of \$124,645.31 as more particularly set forth in the bid from Arkitektura attached hereto as Exhibit "A" (hereinafter the "Completion Bid") and incorporated herein; and

WHEREAS, to fulfill its Performance Bond obligations, Surety will tender, and the City and Homeowner will agree to accept Arkitektura as the Completion Contractor, a construction contractor ready, willing and able to perform and complete all of the remaining work required to be performed under the Original Contract, and to do so, Surety has arranged for City and Homeowner to enter into a Completion Contract with Arkitektura in substantially the same form and terms as provided in the Original Contract and

consistent with the Completion Bid. However, the Completion Contract shall also provide that Arkitektura will:

- a. Complete all of the remaining work to be performed under the Original Contract, save and except those matters described below as the Homeowner Additional Work Settlement;
- b. Warrant and ensure compliance with the Completion Contract requirements of all remaining work to be performed to complete said Original Contract,
- c. Warrant all of the work previously performed by Principal, and
- d. Furnish to City its payment and performance bonds issued pursuant to the provisions of Texas Government Code Chapter 2253, and in accordance with the terms of the Completion Contract which shall be substantially the same terms as the Original Contract and as described in this paragraph, guaranteeing all of said performance and warranties; and

WHEREAS, Surety and Homeowner desire to memorialize their **Homeowner Additional Work Settlement**, and accordingly do stipulate and agree that: (a) Principal failed to complete certain Homeowner requested additions to the Original Contract after receiving advance payment for same from Homeowner; (b) the sum of \$ \$24,663.50 paid by Surety to Homeowner is a fair and reasonable sum to compensate Homeowner; and (c) Surety agrees to pay, and Homeowner agrees to accept such sum as full and final settlement of the matters described in this paragraph's (a); and

WHEREAS, the City holds Remaining Contract Funds of \$69,385.80 from the Original Contract for completion of the Project, which amount is comprised of the Contract Sum of \$173,464.50 less two payments by the City totaling \$104,078.70, and will dedicate said Remaining Contract Funds for payment of the Completion Contract. Because the completion bid from Arkitektura (\$124,645.31) exceeds the Remaining Contract Funds (\$69,385.80), Surety owes City the excess amount of \$55,259.51 for completion of the Original Contract; and

WHEREAS, the above described tender proposal and cash settlement offer of Surety is acceptable to City and Homeowner, and the Parties desire to document the terms of their agreement as set forth below:

NOW, THEREFORE, in consideration of the terms and conditions and mutual promises set forth herein, the City, Homeowner and Surety do hereby covenant and agree to the following:

1. All Recitals set forth above are true and correct and are incorporated herein by reference.
2. Arkitektura is hereby tendered by Surety as the Completion Contractor and the City and Homeowner agree to enter into the Completion Contract with Arkitektura, in substantially the same form and terms as provided in the Original Contract, consistent with the Completion Bid attached hereto as Exhibit "A", to fully perform all work remaining under the Original Contract. However, the Completion Contract shall also provide that Arkitektura will:
 - a. Complete all of the remaining work to be performed under the Original Contract, save and except those matters described below as the Homeowner Additional Work Settlement;
 - b. Warrant and ensure compliance with the Completion Contract requirements of all remaining work to be performed to complete said Original Contract,
 - c. Warrant all of the work previously performed by Principal, and
 - d. Furnish to City its payment and performance bonds issued pursuant to the provisions of Texas Government Code Chapter 2253, and in accordance with the terms of the Completion Contract which shall be substantially the same terms as the Original Contract, guaranteeing all of said performance and warranties, save and except those matters described herein as the Homeowner Additional Work Settlement.

3. For and in consideration of the sum of \$55,259.51 to be paid by Surety to City, the sum of \$24,663.50 paid by Surety to Homeowner and for the other good and valuable consideration described hereinabove, the receipt and sufficiency of which is hereby acknowledged and confessed, the City and Homeowner, and effective upon satisfaction of those conditions and outstanding obligations set forth herein, hereby release and forever discharge Surety from any and all claims, demands, causes of action, damages, and/or expenses arising out of or in any way related to the Original Contract entered into between the City, Homeowner and Principal and the Surety's statutory Performance Bond, and its Performance Bond is hereby returned to the Surety.

4. For and in consideration of the release in Paragraph 3, Surety does hereby agree to make and hereby delivers payment to City in the amount of \$55,259.51, and to Homeowner in the amount of \$24,663.50, simultaneously with the execution of this Agreement, as a cash settlement of any and all claim(s) previously asserted and which could have been asserted by said City and Homeowner as of this date against said Performance Bond in full and complete settlement of said claim(s), and effective upon satisfaction of those conditions and outstanding obligations set forth herein.

5. City and Homeowner do hereby assign unto Surety, its successors and assigns any and all rights, demands, claims and/or causes of action which City and Homeowner have as against Principal arising out of, as a result of and/or on the basis of the default and breach by Principal of the Original Contract for the Project, and City and Homeowner give Surety, its successors and assigns full power and authority for its own use and benefit, but at its own cost, to ask, demand, collect, receive, compound and/or release, and in its name or otherwise, to prosecute and withdraw any claims, suits or proceedings at law or in equity as against Principal in its efforts to obtain recovery upon its rights under said assignment.

6. The Surety, on behalf of itself and its agents, assigns, attorneys, heirs, executors, representatives, predecessors and successors, hereby releases and forever discharges the Homeowner and the City, its past, present, and future officers, directors, public and elected officials, attorneys, insurers, agents, servants, representatives, employees, affiliates, partners, predecessors, successors and assigns from any and all liabilities, causes of action, claims, demands, losses, damages, costs, expenses and attorneys' fees of whatever kind or nature, whether known or unknown or suspected or unsuspected, arising out of or in any way related to the Original Contract entered into between the City, Homeowner and Principal and/or the Surety's statutory Performance Bond, whether its own claim, or the subrogated claim(s), or any other claim, if any, of the Principal.

7. **This Agreement shall not be effective unless and until Arkitektura shall execute in writing the Completion Contract and other sufficient documentation to bind itself to City and Homeowner for completion of the work under the Completion Contract for completion of the Project, issue new performance and payment bonds in the amount equal to 100% of the value of the Completion Contract and guaranteeing all performance and warranties as described herein and in the Completion Contract, provide certificates of Insurance as required in the Completion Contract, and agrees to a completion date for the work not later than fifteen (15) days after issuance of a Notice to Proceed.**

8. Surety acknowledges and agrees that its Payment Bond No. GMIC-SB-2381059, previously furnished for said Project shall continue to remain in full force and effect in accordance with its original terms, except that it is expressly agreed by and between Surety, City and Homeowner that the scope and coverage of said payment bond shall be limited to and shall only apply to statutory claims for payment of subcontractors and suppliers of Principal for work performed and materials delivered on behalf of the Principal, and that said payment bond shall not apply to

or cover Arkitektura or any of its subcontractors and suppliers for any work performed and materials delivered after the date hereof.

9. Rights Against Original Contractor and Assignment. Except as expressly provided in this Agreement, nothing herein shall be construed as a waiver of any rights of the City, Homeowner or Surety against the Principal, and City and Homeowner hereby assign, sell and transfer and subrogate to Surety all of its right, title and interest in and to all of its rights and causes of action against the Principal.
10. Surety's Actions. Surety's actions under this Agreement and its Payment and Performance Bonds shall forever be construed and considered as those of a surety and not a contractor.
11. Headings. All paragraph headings in this Agreement are for convenience and reference only and shall not affect any construction or interpretation of this Agreement.
12. Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than against any other party.
13. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, agents, predecessors, successors, and assigns.
14. Entire Agreement. This Agreement contains and embodies the entire agreement of the Parties hereto with regard to the matters covered herein and no other representations, inducements, or other agreements, oral or otherwise, not contained and embodied herein shall be of any force or effect.
15. No Waiver. Mere delay in the enforcement of any provision of this Agreement shall not be deemed a waiver of such provision. The waiver by any Party hereto of any right

or remedy granted herein shall not be deemed to be a waiver of any other or subsequent right or remedy granted herein.

16. Free and Voluntary Agreement. The Parties hereto acknowledge that each has been fully advised by legal counsel concerning the language and legal effect of this Agreement and each knowingly enters into this Agreement freely and without coercion of any kind.
17. Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be considered to be an original. If counterparts are separately signed, all separately signed documents together shall constitute, as a group, the final agreement. Faxed or scanned and emailed copies containing party signatures shall be considered the same as originals for the purpose of evidencing the Agreement.
18. Authority. Each Party signing this Agreement acknowledges and represents that the person signing on its behalf has the authority to do so and each person signing this Agreement acknowledges and represents that he or she has the authority to sign this Agreement on behalf of the Party for whom he or she is signing.
19. Independent Counsel. The Parties herein expressly warrant to each other that each has had the opportunity to have this Agreement reviewed by counsel of its own choosing and have not relied upon the advice of any counsel other than its own.
20. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Contract shall lie exclusively in Harris County, Texas.
21. Modification. This Agreement can be modified or amended only by a written agreement signed by all parties.

22. **No Admission of Liability.** The Parties agree that this Agreement is not an admission of liability by any Party but is rather a compromise of disputed liability, the express purpose of which is to settle existing claims, preclude any additional claims and avoid the uncertainties and costs of litigation.
23. **Notice.** Any notice required to be made under the terms of this Agreement must be in writing and may be delivered in person to any party or may be sent by courier or first-class mail, postage prepaid, as follows:

To the City:

City of Houston Public Works
611 Walker St. 24th Floor
Houston, TX 77002
Attn: Carol Elinger Haddock, PE

To Homeowner:

Waleed Al Ali and Dana Marafi
4718 North Braeswood Blvd
Houston, TX 77096

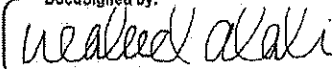
To the Surety:

Great Midwest Insurance Company
Attn: Surety Claim Department
800 Gessner Rd 6th Floor
Houston, TX 77024
Reference Claim Number: GC011892

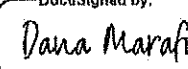
The addresses and persons listed above may be changed at any time by giving written notice in accordance with this provision.

24. Benefit. This Agreement is strictly for the benefit of the Parties to this Agreement and they expressly declare that they do not intend to confer any rights or benefits whatsoever on any third party.
25. Other Acts. The Parties agree to undertake such other acts and execute such other documents as may be reasonably necessary to affect the purpose and intent of this Agreement.
26. Invalidity. If any provision of this Agreement is found to be invalid, all the other provisions shall remain in full force and effect.
27. Litigation Costs. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceeding is commenced, and whether in mediation, arbitration, trial, appeal, administrative proceedings, or in any bankruptcy action, the prevailing party shall be entitled to recover its litigation costs including, without limitation, filing fees, expert witness fees and costs and reasonable attorney's fees.
28. The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

HOMEOWNERS

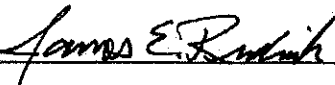
By: 
DocuSigned by: 3E5B4F3A239A402...

Printed Name: Waleed Alali

By: 
DocuSigned by: D99F8BE4F8E9493...

Printed Name: Dana Marafi

GREAT MIDWEST INSURANCE COMPANY

By: 

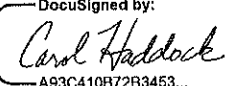

Printed Name: James E. Rudnik
Sr. Manager, Surety Claims

CITY OF HOUSTON, TEXAS

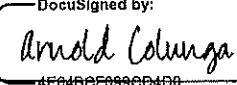
ATTEST/SEAL:

City Secretary

APPROVED:


DocuSigned by: A93C410B72B3453...
Carol Ellinger Haddock, P.E., Director 
Houston Public Works

APPROVED AS TO FORM:


DocuSigned by: 4E046EF0999D4D0...
Assistant City Attorney
L.D. File No. 080200006001

CITY OF HOUSTON, TEXAS

Signed by:

Mayor

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

2015 FMA Home Elevation Grant Program - City of Houston				
Name of Elevation Contractor: ARKITEKTURA DEVELOPMENT, INC.			Raise Height 5.89	First Floor Square Foot 1972
Address: 705 HARBORSIDE WAY				
Phone Number: 281-957-9192				
Elevation Project Address: 4718 N BRAESWOOD BLVD / WALEED RESIDENCE				
Item	Description	QTY	Unit Price	Price
1	Pre-Construction/Design Development			
	Survey and Elevation Certificates	1	\$ 2,500.00	\$ 2,500.00
	Engineering/Structural Plans	1	\$ 3,500.00	\$ 3,500.00
	Permitting	1	\$ 1,000.00	\$ 1,000.00
	Soils Testing	0	\$ 900.00	\$ -
	Engineer Inspections	2	\$ 250.00	\$ 500.00
	Subtotal - Pre-Construction/Design/Development			\$ 7,500.00
2	Site Preparation/Development			
	Temporary Screen Fencing-Silt Fence	0	\$ 1,200.00	\$ -
	Port-a-Can	1	\$ 500.00	\$ 500.00
	Landscape Removal	0	\$ 750.00	\$ -
	Tree Trimming/Removal	0	\$ 850.00	\$ -
	Flatwork Demolition	2	\$ 1,200.00	\$ 2,400.00
	Dumpster/Disposal	2	\$ 750.00	\$ 1,500.00
	Subtotal - Site Preparation/Development			\$ 4,400.00
3	Piles/Elevation			
	Labor to Excavate and Push Piles Around the Perimeter of the Home	20	\$ 392.00	\$ 7,840.00
	Block Piling Materials	1050	\$ 2.20	\$ 2,310.00
	Shims	0	\$ 1.30	\$ -
	Rebar/Iron	0	\$ 0.65	\$ -
	Steel 6x15 I Beams	0	\$ 10.00	\$ -
	Cribbing and Wedges	0	\$ 1.00	\$ -
	Saw Cutting and Bell Bottom Detach	0	\$ 2,000.00	\$ -
	Foundation Lift	0	\$ 5.50	\$ -
	Lifting Labor	0	\$ 1,900.00	\$ -
	Head Blocks	0	\$ 4.50	\$ -

	File Column Blocks	0	\$ 2.50	\$ -
	Rough Clean	1	\$ 2,000.00	\$ 2,000.00
	Subtotal - Piles/Elevation			\$ 12,150.00
4	Utilities/Mechanicals			
	Water	1	\$ 1,500.00	\$ 1,500.00
	Sewer/Septic	0	\$ 2,500.00	\$ -
	Gas	0	\$ 750.00	\$ -
	Electrical	4	\$ 1,500.00	\$ 6,000.00
	HVAC	1	\$ 1,750.00	\$ 1,750.00
	Site Generator	0	\$ 500.00	\$ -
	Fuel	0	\$ 3.30	\$ -
	AC Platforms	0	\$ 900.00	\$ -
	Water Heater Enclosure/Platform	0	\$ 1,250.00	\$ -
	Electrical Meter Platform	1	\$ 4,500.00	\$ 4,500.00
	Subtotal - Utilities/Mechanicals			\$ 13,750.00
5	Foundation			
	Footing/Beams	0	\$ 35.00	\$ -
	Corner Columns	0	\$ 400.00	\$ -
	Skirt Wall	0	\$ 9.00	\$ -
	Flood/Air Vents (Freedom Flood Vents FFV-1608 / Raise Concrete @ 4 Vent Areas for Flood Compliance)	8	\$ 250.00	\$ 2,972.00
	Access Door	0	\$ 1,000.00	\$ -
	Lateral Bracing	1	\$ 1,500.00	\$ 1,500.00
	Structural Steel or Clips	1972	\$ 2.25	\$ 4,437.00
	Subtotal - Foundation			\$ 8,909.00
6	Steps/Landings/Decks/Carpentry			
	Front Deck Landing and (2) Stairs (Pressure Treated Wood)	478	\$ 35.00	\$ 16,730.00
	Standard Rear Deck Landing and Stairs (Pressure Treated Wood Railing)	414.4	\$ 35.00	\$ 14,504.00
	Additional Handrails for Elevated Decks	200	\$ 15.00	\$ 3,000.00
	Concrete Stoops	3	\$ 500.00	\$ 1,500.00
	Slab Separation	0	\$ 16.00	\$ -
	Subtotal - Steps/Landings/Decks/Carpentry			\$ 35,734.00
7	ADA Approved Item			
	Verticle Platform Lift/Ramp	0	\$ -	\$ -
		0	\$ -	\$ -

Subtotal - ADA Approved Item				\$ -
8	Finish Out Items			
	Sidewalk/Driveway Repair	2	\$ 1,000.00	\$ 2,000.00
	Gutter Extension	2	\$ 550.00	\$ 1,100.00
	Existing Fence Repair	1	\$ 750.00	\$ 750.00
	Insulation	1972	\$ 2.20	\$ 4,338.40
	Subtotal - Finish Out Items			\$ 8,188.40
9	Punch Out Items			
	Sheetrock Repair	0	\$ 950.00	\$ -
	Site Clean	3	\$ 850.00	\$ 2,550.00
	Subtotal - Punch Out Items			\$ 2,550.00
10	Finishes/Landscape			
	Grading	64	\$ 35.00	\$ 3,040.00
	Sod	8	\$ 450.00	\$ 3,600.00
	Topsoil	60	\$ 30.00	\$ 1,800.00
	Irrigation Repair	1	\$ 2,045.00	\$ 2,045.00
	Reinstall Existing Landscaping	0	\$ 800.00	\$ -
	Subtotal - Finishes/Landscape			\$ 10,485.00
11	Freight			
	Freight	0	\$ -	\$ -
	Subtotal - Freight			\$ -
	Subtotal- Grant Eligible Costs			\$ 103,666.40
12	Bonding and Insurance			\$ 6,219.96
13	Profit and Overhead			\$ 10,366.59
14	Sales Tax on Materials			\$ 1,282.87
15	Project Management			\$ 3,109.49
	Total - Grant Eligible Costs			\$ 124,645.31
Owner Paid Extras (TWDB/State Approved Additions) - Non Grant Eligible Cost				
16				
17				
18				\$ -
19				\$ -
	SUBTOTAL			\$ -
	TOTAL ELEVATION PROJECT COST			\$ 124,645.31