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**Sent:** Monday, November 01, 2004 9:42 AM  
**Attach:** Construction\_Services\_Agreement (BRIGHT III).doc  
**Subject:** A. Spencer - 2nd email

**GOVERNMENT  
EXHIBIT**

112

**3:07-CR-0289-M**

8/19/2005

LYNNEA CONSULTING GROUP

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CONSTRUCTION  
MANAGEMENT AND  
MARKETING PLAN  
AGREEMENT

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*Prepared exclusively for*  
**BRIGHT III COMMUNITY HOUSING  
DEVELOPMENT CORPORATION**

*Proposed Multi-family development at*  
**SCYENE & LAURELAND  
ROSEMONT AT SCYENE**

Prepared by:  
Lynnea Consulting Group, LLC  
214-641-0905  
Proprietary & Confidential

# ROSEMENT AT SCYENE SITE PROPOSAL

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## CONSTRUCTION SERVICES AGREEMENT

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This professional consulting agreement is between **Bright III CHDO**, a Real Estate Development Company, now know as Client and, Andrea L. Spencer (Lynnea Consulting Group), a full service Construction & Business Management consultant company focusing on community development strategies, now known as Consultant.

In consideration for professional consulting services to be performed by Consultant to Client to coordinate and execute a strategic comprehensive land use redevelopment master plan to connect surrounding corridors to existing and proposed multifamily and mixed-use developments owned by the Client in the Southern sector of Dallas.

We offer design-build, construction management, and general contracting services. Our group consists of architects, engineers, project managers, accountants, and estimators, to fulfill all your project needs. We assist you from project design inception, initial budgeting, financing, land acquisition, permitting/zoning, scheduling, bid procurement, final cost control, value engineering, quality control, to project completion and Owner occupancy.

Your project will be managed with expert care by our team of design and management professionals resulting in better control of design, construction costs and completion schedules.

Our qualifications include site location and evaluation, design, project programming, estimating, project management, and field construction.

Our customer service attitude allows us to build trust and success with our clients. We provide assurances and initiate the most cost efficient and time effective approach to each project without sacrificing quality service.

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## TERMS OF AGREEMENT

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The Consultant shall have the exclusive right to act as an independent contractor for such professional consulting services. Such services and representations shall be professional and representative of high ethics and character at all times and must follow the mutually agreed upon guidelines set forth by both parties.

The Consultant will be responsible for making all necessary arrangements in order to create and execute master redevelopment plan. The Consultant will coordinate all necessary expertise to create plan and/or to identify viable partnerships to produce achievable results.

The Consultant will act as a liaison for Client in the following capacities:

- ◆ client total representation;
- ◆ liaison to local and state agencies;
- ◆ attend all necessary City Council meetings, Planning and Zoning meetings and related meetings;
- ◆ construction project planning;
- ◆ procurement & budgeting;
- ◆ time scheduling;
- ◆ project documents review;
- ◆ contract administration;
- ◆ marketing and business strategies;
- ◆ on-site contractors coordination;
- ◆ quality control;
- ◆ cost control;
- ◆ health & safety provisions coordination
- ◆ swppp plan coordination

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## PROPOSED SITE LOCATION

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The targeted area commences at Illinois and Overton Road to the east, Bonnie View Drive north to Kiest Blvd. southwest to Cedar Crest north to Martin Luther King Jr. Blvd. to Malcolm X Blvd. east to Hatcher and south to Interstate 175 and north to Scyene Road.

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## ATTAINABLE RESULTS

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The Consultant will deliver measurable results provided to the Client in the following areas:

- ◆ Bi-monthly reports on phases on construction;
- ◆ Subcontractor and Vendor management;
- ◆ Review of development plans and associated cost;
- ◆ Consult on new construction and rehab projects as required;
- ◆ Execute business strategy and marketing efforts to enhance full capabilities of CHDO

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## EFFECTIVE DATE & COMPENSATION

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This agreement commences on November 1, 2004 and is eligible for review November 1, 2005 for renewal. Either party can request a six-month review June 2005. Either party can terminate this agreement with 45-days notice. Client is responsible for compensation of agreement until such point of termination, as mutually agreed upon.

Compensation is as follows: The total contract shall be (\$2500) a monthly retainer in equal installments over a twelve-month period shall commence on the first day of November 2004 with the last payment of the annual contract 12-months later, November 1, 2005.

### Retainer fee:

The Consultant will require a monthly retainer fee of \$2500 per month commencing on November 1, 2004 paid by Client on the last Wednesday of each month unless otherwise agreed upon by both parties. Check is made payable to Lynnea Consulting Group.

### Default:

If either party breaches or fail to comply with this agreement or make false representation in the agreement, the party in non-default may seek any relief provided by law.

### Agreement of Parties:

This agreement contains the entire agreement between Client and Consultant and any changes must be in writing 30 days prior to amendment(s). This agreement is binding upon the party's signature.

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## ACKNOWLEDGEMENT OF AGREEMENT

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*LCG - Andrea L. Spencer*

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*Date*

\_\_\_\_\_  
*BRIGHT III Authorized Representative*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Witness*

\_\_\_\_\_  
*Date*