

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

MARCH 14, 2024

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

TABLE OF CONTENTS

<u>DIRECTOR ATTENDANCE RECORD</u>	1
<u>AGENDA</u>	2-4
<u>CONSENT AGENDA</u>	
Minutes MHRA December 14, 2023	5-10
Minutes TIRZ No. 5 December 14, 2023	11
Financial Report Summary	12-23
Investment Report	24-25
<u>COMMITTEE APPOINTMENTS</u>	
Update to Exhibit A	26
<u>FINANCIAL MATTERS</u>	
Work Authorization No. 16 [TGC]	27-30
<u>PROJECTS AND ENGINEERING</u>	
Projects Overview Map	31
PROJECTS IN CONSTRUCTION	
<i><u>Shepherd/Durham - Phase 1</u></i>	
Engagement Letter for Litigation Counsel [HAK]	32-40
<i><u>Yale And Center Street Intersection</u></i>	
Update on Project Construction	41
Work Authorization No. 2 [Quiddity]	42-46
<i><u>19th And Beall Area Pedestrian Safety Improvements</u></i>	
Work Authorization No. 13 [TGC]	47-49
PROJECTS IN DESIGN AND ACTIVE STUDIES	
<i><u>Shepherd/Durham Phase 2</u></i>	
Update on Project Construction	50
<i><u>Westcott Roundabout Greenspace</u></i>	
Update on Project Construction	51
Work Authorization No. 2 [Quiddity]	52-65

Waugh Drive and South Heights Boulevard Safety Improvements

Update on Project Development 66

Interlocal Agreement 67-79

Work Authorization No. 17 [TGC] 80-88

Memorandum of Understanding 89-104

Transportation Alternative Area Wide Study

Work Authorization No. 18 [TGC] 105-108

Pedestrian Improvements Shepherd at Memorial

Update on Project Development 109

Work Authorization No. 15 [TGC] 110-113

11th Street Sidepath

Work Authorization No. 14 [TGC] 114-118

Work Authorization – No. 1 [Quiddity] 119-133

GRANT APPLICATIONS

FY 2025 Congressional Earmarks

Commitment Letter 134

OTHER ITEMS

Quiddity 2024 Billing Rate Schedule 135

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Director Attendance Record

MEETING DATE	A. LENTS	J. HALE-HARRIS	C. MANRIQUEZ	R. STEIN	M. ZEVE	D. MCINTOSH	N. KNIGHT
01/28/21	Y	X	Y	Y	-	-	-
03/04/21	Y	Y	Y	Y	-	-	-
04/22/21	Y	Y	Y	Y	-	-	-
06/24/21	Y	Y	Y	Y	-	-	-
08/23/21	Y	X	Y	Y	-	-	-
09/23/21	Y	Y	Y	Y	-	-	-
10/28/21	Y	Y	Y	Y	-	-	-
12/09/21	Y	Y	Y	Y	-	-	-
04/28/22	Y	Y	X	Y	-	-	-
07/14/22	Y	Y	Y	Y	Y	-	-
09/22/22	Y	X	Y	Y	X	-	-
10/27/22	Y	Y	Y	Y	Y	-	-
12/08/22	Y	X	Y	Y	Y	-	-
02/23/23	Y	X	Y	X	Y	-	-
05/30/23	Y	Y	Y	Y	Y	Y	-
09/28/23	Y	X	Y	Y	Y	Y	-
10/26/23	Y	Y	Y	Y	Y	Y	Y
12/14/23	Y	Y	X	Y	Y	Y	Y

Y = Attended

X = Did not attend

NOTICE OF JOINT MEETING
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY
AND
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS

TO: THE BOARDS OF DIRECTORS OF THE MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Memorial-Heights Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Five, City of Houston, Texas, (the "Zone"), open to the public, on **THURSDAY, MARCH 14, 2024, at 10:00 A.M., at 1980 POST OAK BOULEVARD, SUITE 1380, HOUSTON, TEXAS 77056**, outside the boundaries of the Zone. This meeting will also be conducted electronically*, as provided below. Electronic copies of the meeting materials are available at <https://memorialheightststirz5.com/meetings/> at such time as the meeting occurs or by contacting Audrey Lyons at alyons@sklaw.us.

TO ATTEND VIA VIDEO:

Link: <https://us02web.zoom.us/j/85383494236?pwd=Sm5temJXV0VSamlVSC8xbXpvakQ0dz09>

Meeting ID: 853 8349 4236

Passcode: 775444

TO ATTEND VIA AUDIO ONLY:

Dial: 1-346-248-7799

Meeting ID: 853 8349 4236

Passcode: 775444

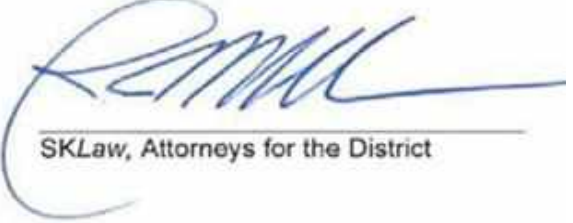
At the meeting the following items will be considered and acted on:

1. **CALL TO ORDER:**
 - a) Receive comments and questions from the public;
2. **CONSENT AGENDA:**
 - a) **Minutes of previous meetings:**
 - i) Approve Authority minutes of December 14, 2023; **5**
 - ii) Approve Zone minutes of December 14, 2023; **11**
 - b) **Financial matters (Authority only):**
 - i) Receive Financial Report Summary, including account and fund activity statements; **12**
 - ii) Receive investment report; **24**
3. **CHAIR REPORT (Authority only);**
4. **PRESIDENT REPORT (Authority only);**
5. **APPROVE COMMITTEE APPOINTMENTS (Authority only); 26**
6. **FINANCIAL MATTERS (Authority only):**
 - a) Authorize payment of invoices;
 - b) Authorize preparation of budget for fiscal year ending June 30, 2025;
 - c) Approve Work Authorization – Tax Increment Revenue Analysis [TGC, No. 16]; **27**
 - d) Approve amendment to President’s employment contract;
 - e) Authorize other appropriate action;
7. **PROJECTS AND ENGINEERING (Authority only):**
 - a) **PROJECTS IN CONSTRUCTION:**
 - i) **Shepherd/Durham and Selected Cross Streets - Phase 1** [CIP Project T-0523A] [SER Construction Partners, LLC]:
 - A) Update on project construction;
 - B) Update regarding construction claims, damages, and litigation:
 - l) Confirm additional representation by litigation counsel [HAK]; **32**
 - ii) **Yale and Center Street Intersection** [CIP Project T-0529]:
 - A) Update on project construction; **41**
 - iii) **19th and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534]:
 - A) Update on project development;
 - B) Approve Work Authorization – West 19th Street Limited Bid and Construction Phase Services [TGC, No. 13] **47**

- b) **PROJECTS IN DESIGN AND ACTIVE STUDIES:**
 - i) **North Canal Project** [CIP Project T-0525]:
 - A) Update on project development;
 - ii) **Shepherd/Durham and Selected Cross Streets - Phase 2** [CIP Project T-0523A]:
 - A) Update on project development; **50**
 - iii) **Little Thicket** [CIP Project T-0521]:
 - A) Update on project development;
 - iv) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
 - A) Update on project development; **51**
 - B) Approve Work Authorization – Landscape Architect Services [Quiddity]; **52**
 - v) **Stude Park Improvement** [CIP Project T-0526]:
 - A) Update on project development;
 - B) Authorize development of planning process and vendor selection process;
 - vi) **Mobility Study for Shepherd/Durham Cross Streets, 8th Street to White Oak Bayou area, and 18th, 19th, and 20th Streets west of Durham** [CIP Projects T-0522A, T-0537, and T-0539]:
 - A) Update on project development;
 - vii) **Waugh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
 - A) Update on project development; **66**
 - B) Approve Interlocal Agreement for Highway Safety Improvement Project (COH); **67**
 - C) Approve Work Authorization – Project Coordination and Grant Management [TGC, No. 17]; **80**
 - D) Approve Memorandum of Understanding for Roadway Safety Improvements Coordination; **89**
 - viii) **Transportation Alternative Area Wide Study** [CIP Project T-0538]:
 - A) Update on project development;
 - B) Approve Work Authorization – Project Coordination and Grant Management [TGC, No. 18]; **105**
 - ix) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
 - A) Update on project development; **109**
 - B) Approve Work Authorization – Pedestrian Improvements Grant Management, NEPA, and Compliance Services [TGC, No. 15]; **110**
 - x) **11th Street Sidewalk** [CIP Project T-0540]:
 - A) Update on project development;
 - B) Approve Work Authorization – Grant Management, NEPA, and Compliance Services [TGC, No. 14]; **114**
 - C) Approve Work Authorization – Design Services [Quiddity]; **119**
 - c) **APPROVED PROJECTS CURRENTLY NOT IN CONSTRUCTION OR DESIGN:**
 - i) Update on CIP Projects T-0532, T-0533, and T-0541;
 - d) **GRANT APPLICATIONS:**
 - i) Congressional District 7 Appropriations Request [CIP Project T-0543];
 - ii) FY 2025 Congressional Earmarks;
 - A) Ratify commitment letter; **134**
 - iii) Authorize appropriate action;
 - e) **OTHER ITEMS:**
 - i) Approve project pay estimates, change orders, final estimates, retainage release, or other design, construction, or management contract administration items, and authorize other appropriate action;
8. **RECEIVE PRESENTATION FROM HOUSTON ARTS ALLIANCE** (*Authority only*);
9. **COMMUNICATIONS** (*Authority only*):
 - a) Receive update from Communications Committee;
 - b) Authorize appropriate action;
10. **EXECUTIVE SESSION** (*Authority only, the Zone will recess for duration of closed session*):
 - a) **Convene executive session** for attorney consultation on authorized matters pursuant to Open Meetings Act, § 551.071, Government Code; deliberations regarding purchase, exchange, lease, or value of real property pursuant to Open Meetings Act, §551.072, Government Code; and/or deliberations regarding economic development negotiations pursuant to Open Meetings Act, §551.087, Government Code;
 - b) **Reconvene public session** and authorize appropriate action regarding executive session discussion;

11. **CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY**
(Zone only);
12. **ADJOURN.**

***The Board will conduct an in-person meeting at its physical meeting location with a quorum of the Board present; provided that some Board members may participate by videoconference as provided in Section 551.127, Government Code.**



SKLaw, Attorneys for the District

**MINUTES OF REGULAR MEETING
OF
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**

DECEMBER 14, 2023

The Board of Directors (the “Board”) of Memorial-Heights Redevelopment Authority (the “Authority”), convened in regular session, open to the public, at 1980 Post Oak Boulevard, Suite 1380, Texas 77056, on the 14th day of December 2023, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Donna McIntosh	Director
Nikki Knight	Director

and all of said persons were physically present, except Director Manriquez.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer, and Victoria Macalino of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); Chelsea Young of TEI; John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”).

Government Entities: Jennifer Curley of the City of Houston (the “City”); and Sandra Puente of Harris County Precinct 4.

Community Entities and General Public: Emily Guyre of Houston Heights Association (“HHA”); Kevin Strickland of Super Neighborhood 15 – Greater Heights; Mariana Raschke; Gerald Fuentes; and Brian Edmonson.

DETERMINE QUORUM; CALL TO ORDER

Chair Lents noted that a quorum was present and called the meeting to order.

Receive comments or questions from the public

The next item on the agenda was to receive comments and questions from the public. There were no comments or questions from the public at this point.

CONSENT AGENDA

- a. Approve Authority minutes of October 26, 2023;
- b. Receive Financial Report Summary and Quarterly Investment Report;

Upon motion by Director Stein, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Consent Agenda items.

CHAIR REPORT

Chair Lents briefly discussed the recent passage of the City’s Proposition B, Proportional Representation Requirement for Council of Governments or Metropolitan Planning Organizations Amendment, and the possible impact on HGAC grant administration. Mr. Webb and Ms. Weesner advised they are monitoring related developments.

PRESIDENT REPORT

Ms. Weesner gave an overview of the action items under her report that are needed in efforts to achieve FTA grant recipient status. She stated that Mr. Webb will review the items in detail.

Approve Resolution Authorizing President to File Applications with the Federal Transit Administration

Mr. Webb advised that the Resolution authorizes the President to execute and file applications on behalf of the Authority. Upon motion by Director Stein, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Resolution Authorizing President to File Applications with the Federal Transit Administration.

Approve Resolution Adopting Title VI Compliance Plan

Mr. Webb reviewed a Title VI Compliance Plan, which addresses civil rights compliance matters, and requires updating every 3 years. Upon motion by Director Stein, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Resolution Adopting Title VI Compliance Plan.

Approve DBE Policy Statement & Program

Mr. Webb reviewed a DBE Policy and Statement Program, which establishes participation goals for disadvantaged businesses. Upon motion by Director Stein, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the DBE Policy Statement and Program.

Mr. Webb advised that TGC will administer the compliance requirements for the foregoing policies and programs.

Approve Work Authorization No. 12 – FTA Recipient Status (TGC)

Mr. Webb reviewed Work Authorization No. 12 – FTA Recipient Status, advising that TGC will assist MHRA in obtaining FTA recipient status. He advised that this status will enable the Authority to utilize the FTA directly and in an administration capacity going forward. Upon motion by Director Stein, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve Work Authorization No. 12 as presented.

APPROVE COMMITTEE APPOINTMENTS

Chair Lents again welcomed Director Knight to the Board. She then reviewed an updated Exhibit A to the Resolution Designating Committee Appointments appointing Director Knight to the Communications Committee. Upon motion by Director Stein, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve the updated Exhibit A to the Resolution Designating Committee Appointments.

FINANCIAL MATTERS

Director Hale-Harris next reported to the Board on financial matters.

Authorize Payment of Invoices

The Board reviewed the invoices submitted for payment. Chair Lents advised that the Projects Committee has reviewed project-related invoices, and recommended approval. Director Hale-Harris advised that the Finance Committee has also reviewed the invoices put before it and recommended approval.

Following discussion of the invoices, a motion was made by Director Hale-Harris, seconded by Director Stein, and approved unanimously by the Board to approve the payment of all invoices presented.

PROJECTS AND ENGINEERING

The Board next received an update on Authority projects.

PROJECTS IN CONSTRUCTION

Ms. Hennings briefly reviewed the Project Overview Map showing the locations and status of projects in progress.

Shepherd/Durham and Selected Cross Streets – Phase 1

Update on project

Mr. Kainer then presented a photographic review of construction progress to date. He discussed progress north of 20th street advising that utility relocations are complete. He noted water service interruptions and logistical challenges with H-E-B and advised that related coordination has been ongoing. He advised that contractors are nearly complete with water line replacements. He also advised that streetscape work continues, including Silva Cell installation and related pavers that enhance water access to trees and vegetation. He noted pavers that differentiate pedestrian sidewalks from bike lanes, transition pavers, and inlays.

Director Stein commended the construction team and crews for their progress, noting the generally friendly interactions with travelers in construction zones.

Ms. Weesner addressed the use of orange netting to seal off certain construction areas and the safety protocols involved. Mr. Strickland acknowledged the obvious need for restricting certain areas and expressed gratitude to the Authority for its efforts in following the netting protocols, particularly as they relate to biker safety.

Update on construction claims, damages, and litigation

Mr. Kuhl provided a brief update on litigation matters.

Yale and Center Street Intersection

Update on project

Ms. Weesner updated the Board on project progress noting that construction contract finalization is in process. Ms. Hennings advised that construction is expected to begin in February.

PROJECTS IN DESIGN AND ACTIVE STUDIES

North Canal Project

Update on project development

Ms. Weesner advised that discussions on design and possible real estate acquisition needs continue.

19th and Beall Area Pedestrian Street Safety Improvements

Update on project development

Mr. Webb advised that TGC is working with TXDOT and Near Northwest Management District regarding fiscal responsibility. He noted that the Authority's responsibility will be approximately \$500,000, which is within expectations.

Shepherd/Durham and Selected Cross Streets – Phase 2

Update on project development

Ms. Hennings advised that final comments from TXDOT are being addressed. She noted that City bidding for the project could commence as early as May.

Approve Quiddity Work Authorization

Ms. Hennings presented a Work Authorization and proposal for additional geotechnical investigations requested by Houston Public Works. She advised that the additional work is related to the possible impact on the City's sanitary sewer system. She stated that the proposed Work Authorization covers the work, including geotechnical services to be provided by HVJ Associates, Inc., at a cost of \$15,233.40. Upon motion by Director Knight, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve the Work Authorization and proposal as presented.

Little Thicket

Update on project development

Ms. Weesner updated the Board on bidding progress. She stated that the permitting process continues, and that advertisement for bids will follow.

Westcott Roundabout Greenspace

Update on project development

Ms. Weesner provided an update on the project, noting that a RFQ has gone out to landscapers. She also discussed coordination necessary for maintenance needs and the related Adopt-An-Esplanade Program. Ms. Hennings advised that a preproposal meeting has been scheduled for next week.

Stude Park Improvement

Update on project development

Ms. Weesner provided an update on design matters, noting that proposals for a comprehensive plan have been submitted, but additional planning input is needed from the Parks Department. Chair Lents queried on possible TXDOT coordination. Ms. Weesner discussed the proposed I-10 rehabilitation by TXDOT and possible impact. Chair Lents also suggested review of possible drainage detention as the Stude Park area is one of the few open spaces within the Zone. Ms. Weesner stated she would review the detention idea with Director Zeve.

Mobility Study for Shepherd/Durham Cross Streets, 8th Street to White Oak Bayou area, and 18th, 19th, and 20th Streets west of Durham

Ms. Young and Ms. Raschke provided an overview of the consolidated project, including timelines and areas included in the study. Ms. Raschke reviewed the project website, including an interactive map with capability for public comments. She also noted several community engagement events, and stated that community input and response so far has been quite positive. Chair Lents and Ms. Weesner noted ongoing City Council communications regarding the project.

Waugh Drive and South Heights Safety Improvements

Update on project development

Mr. Webb advised that meetings with the City and TXDOT are ongoing. He discussed progress on the proposed HSIP grant for the bulk of project costs. He noted the Authority is expected to act as the lead agency for a multi-entity combination of HSIP projects. He advised that TXDOT input and coordination will determine final project parameters and costs, and that design work could commence by May. He also advised that a related TGC Work Authorization is forthcoming.

Approve Quiddity Work Authorization

Ms. Hennings presented a Work Authorization and proposal for final design of the Authority's safety improvements, including traffic signals, pavement markings, curb extensions, ramps, and crosswalks. She advised that the proposal for the improvements is for an amount not to exceed \$170,850.00. Upon motion by

Director Stein, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve the Work Authorization and proposal as presented.

Transportation on Alternative Area Wide Study

Update on project development

Mr. Webb and Ms. Weesner provided a brief overview of the project, and the large geographical area involved. They discussed very preliminary planning, partial grant funding, and outreach to other government entities with applicable studies that might be impactful.

Pedestrian Improvements Shepherd at Memorial

Update on project development

Ms. Weesner reviewed components of the project, including sidewalk, pedestrian ramp, street crossing, trail connection, and signalization improvements, and estimated costs. Mr. Stein, Chair Lents, and Ms. Weesner discussed other possible pedestrian and crossing projects in the area, including the Rutland pedestrian bridge in design by TXDOT, noting significant community interest and support.

Approve Quiddity Work Authorization

Ms. Hennings presented a Work Authorization and proposal for the final design of safety improvements for an amount not to exceed \$139,605.00. Upon motion by Director Zeve, seconded by Director Stein, and after full discussion, the Board voted unanimously to approve the Work Authorization and proposal as presented.

APPROVED PROJECTS CURRENTLY NOT IN CONSTRUCTION OR DESIGN

Ms. Weesner then discussed projects in the budget which are not in the design or construction phases.

White Oak at Greenleaf (CIP T-0541)

Ms. Weesner reviewed coordination with TXDOT and the City required for the project. She noted the project is designated for HSIP funding but would not be active until next year.

GRANT APPLICATIONS

Mr. Webb reviewed federal and state grant programs awarded to date.

11th Street Sidepath (CIP T-0540)

Mr. Webb also provided an update on HGAC actions on the 11th Street shared path project. He discussed seeking use of the HGAC Regional Strategic Transportation Fund and the related application process. He reviewed the RSTF program noting the included local match reduction to 10%. He requested authorization for the President to take all appropriate action to submit a RSTF application. Upon motion by Director Knight, seconded by Director Hale-Harris, and after full discussion, the Board voted unanimously to authorize the President to take all appropriate action related to submitting an HGAC RSTF application.

COMMUNICATIONS

Receive update from Communications Committee

Director Hale-Harris provided an update on communication matters. She advised that the Shepherd/Durham project continues to raise concerns from local businesses. She stated that project information is being provided via the website and social media platforms. She noted that the project retains an overall positive perception with the general public.

EXECUTIVE SESSION

Mr. Kuhl stated that an executive session for the Board would not be necessary.

RECEIVE ADDITIONAL COMMENTS OR QUESTIONS FROM THE PUBLIC

Chair Lents again asked for any additional comments and questions from the public. Ms. Puente noted that she is appearing on behalf of Commissioner Lesley Briones and County Precinct 4. She advised that Commissioner Briones and her staff are happy to assist as needed on Authority projects, including forwarding comments and information to the appropriate Harris County planning divisions. Chair Lents expressed appreciation for the assistance and thanked Mr. Puente for her attendance.

There being no more business before the Authority, the meeting was adjourned.

Secretary
Memorial-Heights Redevelopment Authority

DRAFT

**MINUTES OF REGULAR MEETING
OF
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS**

DECEMBER 14, 2023

The Board of Directors (the "Board") of Reinvestment Zone Number Five, City of Houston, Texas (the "Zone"), convened in regular session, open to the public, at 1980 Post Oak Boulevard, Suite 1380, Houston, Texas 77056, on the 14th day of December, 2023, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Ann Lents	Chair
Janice Hale-Harris	Secretary
Christopher David Manriquez	Director
Dr. Robert Stein	Director
Matt Zeve	Director
Donna McIntosh	Director
Nikki Knight	Director

and all of said persons were physically present, except Director Manriquez.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer, and Victoria Macalino of Quiddity-1, Inc. ("Quiddity"); Jim Webb of The Goodman Corporation ("TGC"); Melissa Morton of The Morton Accounting Services ("TMAS"); Chelsea Young of TEI; John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP ("SKLaw").

Government Entities: Jennifer Curley of the City of Houston (the "City"); and Sandra Puente of Harris County Precinct 4.

Community Entities and General Public: Emily Guyre of Houston Heights Association ("HHA"); Kevin Strickland of Super Neighborhood 15 – Greater Heights; Mariana Raschke; Gerald Fuentes; and Brian Edmonson.

DETERMINE QUORUM; CALL TO ORDER

Chair Lents noted that a quorum was present and called the meeting to order.

Receive comments or questions from the public

Chair Lents asked for comments and questions from the public. There were no comments or questions from the public.

CONSENT AGENDA

- a. Approve Zone minutes of October 26, 2023;

Upon motion by Director Stein, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Consent Agenda items.

CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY

The next item on the agenda was to consider, confirm, or ratify the action of Memorial-Heights Redevelopment Authority, as may be necessary. The Board noted that no confirmation or ratification action are necessary.

There being no further business to come before the Board, the meeting was adjourned.

Secretary
Reinvestment Zone Number Five,
City of Houston, Texas



**Memorial Heights Redevelopment Authority
Monthly Financial Report Summary
March Board Meeting
Thursday, March 14, 2024**

At the beginning of December, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$56,313,464. TIRZ #5 received a total of \$2,666,525 mainly from Grant Income (\$2,190,644) and Interest (\$475,881). During the period, TIRZ #5 processed \$4,969,608 in disbursements during the period. 85% of the disbursements related to disbursements to Near Northwest Management (\$568,419), SER Construction (\$2,920,220), CDM Smith (\$378,901), and Quiddity (\$333,216.66) - all for CIP Projects. The ending balance as of month end January 31, 2024 was \$54,010,381.

The invoices pending approval totaled \$907,254. Invoices were already approved by the respective committee members. See attached "Unpaid Bills Detail" Report for invoices pending approval and invoices paid in between board meetings.

There was \$4,235,850 spent for Capital Projects for the period. The projects that utilized the majority of the funding was T-0523A Shepherd/Durham Reconstruction (\$3,596,554). See attached "Capital Improvement Projects" Report on page 4.

**Memorial Heights Redevelopment Authority
General Operating Fund
As of January 31, 2024**

General Operating Fund

BEGINNING BALANCE \$ 56,313,464.47

REVENUE

Frost Money Market Interest	42.85	Interest
Frost Money Market Interest	42.73	Interest
TexPool	86,050.79	Interest
TexPool	84,211.56	Interest
FHWA Treas	2,190,644.41	Grant Income
Regions Project Fund	147,323.39	Interest
Regions Project Fund	152,491.39	Interest
Regions Debt Service Fund	2,809.76	Interest
Regions Debt Service Fund	2,908.32	Interest

Total Revenue 2,666,525.20

DISBURSEMENTS

ACH	Hanover	319,674.15	Developer Reimbursement
ACH	Goodman Corporation	20,052.61	Engineering Consultant
ACH	Hunton Andrews Kurth	6,560.00	Legal Invoices
ACH	Commerce Bank	792.00	Credit Card
ACH	Quiddity Engineering	333,216.06	Capital Projects
ACH	Medley	6,000.00	Monthly Retainer
ACH	Sanford Kuhl Hagen Kugle Parker	20,071.46	Legal Invoices
ACH	BB Land Development	319,674.15	Developer Reimbursement
ACH	Commerce Bank	829.66	Credit Card
ACH	SER Construction	1,378,689.33	Capital Projects
ACH	The Morton Accounting Services	1,954.68	CPA Services
ACH	United States Treasury	3,988.50	Payroll Taxes
ACH	Quickbooks Payroll Service	11,252.62	Admin Payroll
ACH	Schwab Retirement	1,500.00	Retirement
ACH	United States Treasury	3,988.50	Payroll Taxes
ACH	Goodman Corporation	14,170.74	Engineering Consultant
ACH	Sanford Kuhl Hagen Kugle Parker	14,833.53	Legal Invoices
ACH	The Morton Accounting Services	1,954.68	CPA Services
ACH	CDM Smith	257,005.32	Capital Projects
ACH	CDM Smith	121,895.97	Capital Projects
ACH	SER Construction	1,541,531.02	Capital Projects
ACH	Near Northwest Management District	568,418.83	Capital Projects
ACH	Quickbooks Payroll Service	11,252.62	Admin Payroll
ACH	Quickbooks Payroll Service	10,302.01	Admin Payroll

Total Disbursements 4,969,608.44

ENDING BALANCE \$ 54,010,381.23

**January 31, 2024
Balance**

LOCATION OF ASSETS

Frost Checking	19,533,678.47
Frost Money Mkt	700,802.62
Frost Project Fund	465.00
Regions Debt Service Fund	656,729.60
Regions Project Fund	14,485,607.68
TexPool Investment	18,633,097.86

Total Account Balance \$ 54,010,381.23

Memorial Heights Redevelopment Authority
Unpaid Bills Detail
As of March 6, 2024

Ty...	Date	Num	Memo	Due Date	Open Bal...
CDM Smith Inc.					
Bill	01/31/2024	90199486	Project: Shepherd & Durham Major Investment Project Janury 2024	02/10/2024	120,141.19
Total CDM Smith Inc.					120,141.19
Commerce Bank					
Bill	02/26/2024	Jan - Feb 24	Jan - Feb 2024	03/07/2024	72.00
Total Commerce Bank					72.00
Goodman Corporation					
Bill	11/30/2023	11-2023-88	MRA118 Project - Task 1 - Right of Way November 2023	12/10/2023	12,657.75
Total Goodman Corporation					12,657.75
Hunton Andrews Kurth					
Bill	01/31/2024	131811642	Nicholas Litinas Legal Services Through 01.31.24	02/10/2024	1,239.25
Bill	01/31/2024	131811643	Tjhuston Properties Legal Services Through 01.31.24	02/10/2024	2,515.00
Total Hunton Andrews Kurth					3,754.25
Medley Inc.					
Bill	01/31/2024	1159	Monthly Digital Retainer - January	02/10/2024	2,000.00
Bill	02/29/2024	1169	Monthly Digital Retainer - February	03/10/2024	2,000.00
Total Medley Inc.					4,000.00
Quiddity Engineering, LLC					
Bill	01/31/2024	ARIV1013176	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through January 26, 2024	02/10/2024	1,048.90
Bill	01/31/2024	ARIV1013177	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through January 26, 2024	02/10/2024	41,753.90
Bill	01/31/2024	ARIV1013178	T0523A Shepherd Durham Cross Streets - Phase 1 CPS Through January 26, 2024	02/10/2024	22,085.86
Bill	01/31/2024	ARIV1013179	West 19th Street and Beall Sidewalks - Through January 26, 2024	02/10/2024	519.00
Bill	01/31/2024	ARIV1013180	Westcott Roundabout Greenspace - Through January 26, 2024	02/10/2024	955.00
Bill	01/31/2024	ARIV1013181	Mobility & Drainage - Through January 26, 2024	02/10/2024	1,333.80
Bill	01/31/2024	ARIV1013182	T-0537 Mobility Drainage Study/ MKT/White Oak- Through January 26, 2024	02/10/2024	33,829.58
Bill	01/31/2024	ARIV1013183	T-0539 Mobility Drainage Study/ Shepherd/Durham Cross Streets- Through January 26, 2024	02/10/2024	1,026.00
Total Quiddity Engineering, LLC					102,552.04
Regions Corporate Trust					
Bill	02/21/2024	114312- #11...	Annual Fee - Bond	03/02/2024	3,000.00
Total Regions Corporate Trust					3,000.00
Sanford Kuhl Hagan Kugle Parker Kahn					
Bill	01/31/2024	24-0143	Admin/Meeting through January 2024	02/10/2024	150.00
Bill	01/31/2024	24-0144	Legal services through January 2024	02/10/2024	2,072.50
Bill	01/31/2024	24-0145	Legal services through January 2024	02/10/2024	2,433.75
Bill	01/31/2024	24-0146	Legal services through January 2024	02/10/2024	156.25
Bill	01/31/2024	24-0147	Legal services through January 2024	02/10/2024	6,110.00
Total Sanford Kuhl Hagan Kugle Parker Kahn					10,922.50
SER Construction					
Bill	01/31/2024	Pay Estimate...	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 JAN 2024	02/10/2024	647,650.07
Total SER Construction					647,650.07
The Morton Accounting Services					
Bill	01/31/2024	2526	January 2024 CPA Services	02/10/2024	2,503.79
Total The Morton Accounting Services					2,503.79
TOTAL					907,253.59

Memorial Heights Redevelopment Authority
Capital Improvement Projects
December 2023 through January 2024

Type	Date	Num	Name	Memo	Amount
Capital Improvement Plan					
T-0522A 18th St & Surrounding					
Bill	12/31/2023	ARIV1011994	Quiddity Engineering, LLC	Mobility & Drainage	1,764.72
Bill	01/31/2024	ARIV1013181	Quiddity Engineering, LLC	Mobility & Drainage	1,333.80
Total T-0522A 18th St & Surrounding					3,098.52
T-0523A Shepherd Durham & Cross					
Bill	12/01/2023	11-2023-65	Goodman Corporation	-MULTIPLE-	9,813.84
Bill	12/01/2023	11-2023-66	Goodman Corporation	MRA115 Federal and TxDOT	2,000.65
Bill	12/01/2023	23-1131	Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	780.00
Bill	12/31/2023	131810384	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 12.31.23	1,144.25
Bill	12/31/2023	131810385	Hunton Andrews Kurth	Tjhouston Properties Legal Services Through 12.31.23	5,635.70
Bill	12/31/2023	Pay Estimate #19	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1	1,541,531.02
Bill	12/31/2023	23-1257	Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	1,586.25
Bill	12/31/2023	12-2023-54	Goodman Corporation	-MULTIPLE-	8,951.65
Bill	12/31/2023	12-2023-55	Goodman Corporation	MRA115 Federal and TxDOT	2,000.65
Bill	12/31/2023	12-2023-56	Goodman Corporation	MRA 119 Task 1 New Recipient Doc and Facilitation	27,500.00
Bill	12/31/2023	Pay Estimate #20	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1	1,020,368.93
Bill	12/31/2023	90197243	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project December 2023	106,454.19
Bill	12/31/2023	ARIV1011989	Quiddity Engineering, LLC	T0523A Shepherd Durham Grant Coordination - Through December 29, 2023	255.00
Bill	12/31/2023	ARIV1011990	Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through Decem...	1,694.40
Bill	12/31/2023	ARIV1011991	Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through Decem...	8,515.38
Bill	12/31/2023	ARIV1011992	Quiddity Engineering, LLC	Total Fee - \$364,200	19,453.89
Bill	01/31/2024	24-0145	Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon January 2024	2,433.75
Bill	01/31/2024	131811642	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 01.31.24	1,239.25
Bill	01/31/2024	131811643	Hunton Andrews Kurth	Tjhouston Properties Legal Services Through 01.31.24	2,515.00
Bill	01/31/2024	ARIV1013176	Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through Januar...	1,048.90
Bill	01/31/2024	ARIV1013177	Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through Januar...	41,753.90
Bill	01/31/2024	ARIV1013178	Quiddity Engineering, LLC	Total Fee - \$364,200	22,085.86
Bill	01/31/2024	90199486	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project Janury 2024	120,141.19
Bill	01/31/2024	Pay Estimate #21	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 JAN 2024	647,650.07
Total T-0523A Shepherd Durham & Cross					3,596,553.72
T-0534 West 19th Beall Sidewalk					
Bill	12/20/2023	0912-72-662	Near Northwest Management District	MHRA 0912-72-662 Project Match and Fees	568,418.83
Bill	01/31/2024	24-0146	Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety January 2024	156.25
Bill	01/31/2024	ARIV1013179	Quiddity Engineering, LLC	Total Fee \$60,100	519.00
Total T-0534 West 19th Beall Sidewalk					569,094.08
T-0535 Safety & Mobility Imp					
Bill	01/31/2024	24-0147	Sanford Kuhl Hagan Kugle Parker Kahn	Waugh Safety January 2024	6,110.00
Total T-0535 Safety & Mobility Imp					6,110.00
T-0537 Inf Imps Shep awhite Oak					
Bill	12/31/2023	ARIV1011995	Quiddity Engineering, LLC	Total Fee \$220,110.00	20,953.12
Bill	01/31/2024	ARIV1013182	Quiddity Engineering, LLC	Total Fee \$220,110.00	33,829.58
Total T-0537 Inf Imps Shep awhite Oak					54,782.70
T-0539 Full Reconstruct Cross					
Bill	12/31/2023	ARIV1011996	Quiddity Engineering, LLC	Total Fee \$137,452.00	410.40
Bill	01/31/2024	ARIV1013183	Quiddity Engineering, LLC	Total Fee \$137,452.00	1,026.00
Total T-0539 Full Reconstruct Cross					1,436.40
T-0544 Westcott Roundabout					
Bill	12/31/2023	ARIV1011993	Quiddity Engineering, LLC	Total Fee - \$9,550	3,820.00
Bill	01/31/2024	ARIV1013180	Quiddity Engineering, LLC	Westcott Roundabout	955.00
Total T-0544 Westcott Roundabout					4,775.00
Total Capital Improvement Plan					4,235,850.42
TOTAL					4,235,850.42

Memorial Heights Redevelopment Authority
Profit & Loss Prev Year Comparison
July 2023 through January 2024

	Jul '23 - Jan 24	Jul '22 - Jan 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
Grant Income	5,809,786.76	2,495,232.45	3,314,554.31	132.8%
Interest Income	1,668,307.77	308,681.94	1,359,625.83	440.5%
Interest Income - CIP	0.00	523,953.39	-523,953.39	-100.0%
Tax Increment - City	134,694.54	0.00	134,694.54	100.0%
Total Income	7,612,789.07	3,327,867.78	4,284,921.29	128.8%
Cost of Goods Sold				
Capital Improvement Plan				
T-0521 Little Thicket Park Impr	2,677.50	8,804.25	-6,126.75	-69.6%
T-0522A 18th St & Surrounding	17,068.54	0.00	17,068.54	100.0%
T-0523A Shepherd Durham & Cross	8,756,162.31	11,915,795.86	-3,159,633.55	-26.5%
T-0529 Yale @ Center	0.00	4,711.92	-4,711.92	-100.0%
T-0531 Pedestrian Improv. Const	323,245.73	615,542.04	-292,296.31	-47.5%
T-0534 West 19th Beall Sidewalk	575,441.58	68,443.05	506,998.53	740.8%
T-0535 Safety & Mobility Imp	6,110.00	0.00	6,110.00	100.0%
T-0537 Inf Imps Shep awhite Oak	57,655.20	0.00	57,655.20	100.0%
T-0539 Full Reconstruct Cross	2,052.00	0.00	2,052.00	100.0%
T-0544 Westcott Roundabout	5,703.07	0.00	5,703.07	100.0%
Total Capital Improvement Plan	9,746,115.93	12,613,297.12	-2,867,181.19	-22.7%
Total COGS	9,746,115.93	12,613,297.12	-2,867,181.19	-22.7%
Gross Profit	-2,133,326.86	-9,285,429.34	7,152,102.48	77.0%
Expense				
Debt Service				
Bond Principal	880,000.00	835,000.00	45,000.00	5.4%
Interest Expense	631,737.51	652,612.51	-20,875.00	-3.2%
Debt Service - Other	0.00	3,000.00	-3,000.00	-100.0%
Total Debt Service	1,511,737.51	1,490,612.51	21,125.00	1.4%
Developer Reimbursement	1,249,336.94	420,490.14	828,846.80	197.1%
Payroll Expenses				
Payroll Taxes	6,501.15	5,697.75	803.40	14.1%
Retirement Expense	10,500.00	10,500.00	0.00	0.0%
Salary Payroll	105,000.00	105,000.00	0.00	0.0%
Payroll Expenses - Other	15.48	13.09	2.39	18.3%
Total Payroll Expenses	122,016.63	121,210.84	805.79	0.7%
Program and Project Consultants				
Engineering Consultants	29,156.15	17,281.25	11,874.90	68.7%
Legal Expense	63,422.39	32,020.72	31,401.67	98.1%
Planning Consultants	59,356.73	54,447.29	4,909.44	9.0%
Total Program and Project Consultants	151,935.27	103,749.26	48,186.01	46.4%
TIRZ Administration & Overhead				
Accounting	14,283.52	13,809.03	474.49	3.4%
Administration	5,640.00	6,945.00	-1,305.00	-18.8%
Auditing	23,750.00	13,250.00	10,500.00	79.3%
Office Expenses				
Bank Service Charges	32.75	162.02	-129.27	-79.8%
Office Expenses - Other	1,621.66	866.51	755.15	87.2%
Total Office Expenses	1,654.41	1,028.53	625.88	60.9%
Tax Consultant	7,928.40	9,640.10	-1,711.70	-17.8%
Total TIRZ Administration & Overhead	53,256.33	44,672.66	8,583.67	19.2%
Total Expense	3,088,282.68	2,180,735.41	907,547.27	41.6%
Net Ordinary Income	-5,221,609.54	-11,466,164.75	6,244,555.21	54.5%
Net Income	-5,221,609.54	-11,466,164.75	6,244,555.21	54.5%

Memorial Heights Redevelopment Authority
Balance Sheet Prev Year Comparison
As of January 31, 2024

Accrual Basis

	Jan 31, 24	Jan 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Frost Bank Checking	19,533,678.47	1,792,160.09	17,741,518.38	990.0%
Frost Bank Money Mkt	700,802.62	1,000,644.19	-299,841.57	-30.0%
Frost Bank Project Fund	465.00	465.00	0.00	0.0%
Regions Debt Service Fund	656,729.60	645,339.18	11,390.42	1.8%
Regions Project Fund	14,485,607.68	32,781,869.02	-18,296,261.34	-55.8%
TexPool Investment	18,633,097.86	18,081,851.17	551,246.69	3.1%
Total Checking/Savings	54,010,381.23	54,302,328.65	-291,947.42	-0.5%
Other Current Assets				
Due from Other Funds	19,400,679.51	0.00	19,400,679.51	100.0%
Total Other Current Assets	19,400,679.51	0.00	19,400,679.51	100.0%
Total Current Assets	73,411,060.74	54,302,328.65	19,108,732.09	35.2%
TOTAL ASSETS	<u>73,411,060.74</u>	<u>54,302,328.65</u>	<u>19,108,732.09</u>	<u>35.2%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	2,880,440.28	2,730,093.34	150,346.94	5.5%
Total Accounts Payable	2,880,440.28	2,730,093.34	150,346.94	5.5%
Other Current Liabilities	19,471,909.68	33,378.12	19,438,531.56	58,237.4%
Total Current Liabilities	22,352,349.96	2,763,471.46	19,588,878.50	708.9%
Total Liabilities	22,352,349.96	2,763,471.46	19,588,878.50	708.9%
Equity				
Fund Balance Equity CIP	41,511,140.00	41,511,140.00	0.00	0.0%
Retained Earnings	14,769,180.32	21,493,881.94	-6,724,701.62	-31.3%
Net Income	-5,221,609.54	-11,466,164.75	6,244,555.21	54.5%
Total Equity	51,058,710.78	51,538,857.19	-480,146.41	-0.9%
TOTAL LIABILITIES & EQUITY	<u>73,411,060.74</u>	<u>54,302,328.65</u>	<u>19,108,732.09</u>	<u>35.2%</u>

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July 2023 through January 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
Grant Income						
General...	07/01/2023	CPA 23-7R	*	FHWA Treasury	Grant application submitted before 6/30 for r...	-463,020.93
Deposit	07/17/2023				Deposit	463,020.93
Deposit	08/09/2023	ACH			FHWA Treas 310 Misc Pay	1,728,577.37
Deposit	09/05/2023				FHWA Treas 310	1,243,675.92
Deposit	10/11/2023	ACH			FHWA Treas 310 Misc Pay	646,889.06
Deposit	12/08/2023	ACH			FHWA Treas 310 Misc Pay	695,529.48
Deposit	12/13/2023	ACH			FHWA Treas 310 Misc Pay	790,895.32
Deposit	01/04/2024	ACH			FHWA Treas 310 Misc Pay	704,219.61
Total Grant Income						5,809,786.76
Interest Income						
Deposit	07/31/2023				Interest	0.04
Deposit	07/31/2023				Interest	59,300.04
Deposit	07/31/2023				Interest	137,438.06
Deposit	07/31/2023				Interest	75.37
Deposit	08/31/2023				Interest	97,587.16
Deposit	08/31/2023				Interest	0.04
Deposit	08/31/2023				Interest	7,719.64
Deposit	08/31/2023				Interest	143,798.16
Deposit	09/30/2023				Interest	0.04
Deposit	09/30/2023				Interest	94,817.19
Deposit	09/30/2023				Interest	9,508.04
Deposit	09/30/2023				Interest	149,147.18
Deposit	10/31/2023				Interest	0.04
Deposit	10/31/2023				Interest	99,091.65
Deposit	10/31/2023				Interest	145,188.73
Deposit	10/31/2023				Interest	2,765.26
Deposit	11/30/2023				Interest	91,833.62
Deposit	11/30/2023				Interest	2,884.96
Deposit	11/30/2023				Interest	5.57
Deposit	11/30/2023				Interest	151,266.19
Deposit	12/31/2023				Interest	147,323.39
Deposit	12/31/2023				Interest	2,809.76
Deposit	12/31/2023				Interest	86,050.79
Deposit	12/31/2023				Interest	42.85
Deposit	01/31/2024				Interest	42.73
Deposit	01/31/2024				Interest	84,211.56
Deposit	01/31/2024				Interest	152,491.39
Deposit	01/31/2024				Interest	2,908.32
Total Interest Income						1,668,307.77
Tax Increment - City						
General...	07/01/2023	CPA 23-2R	*	City of Houston Cust.	Reverse of GJE CPA 23-7 -- Annual City Inc...	-11,901,586.25
Deposit	07/05/2023	ACH		City of Houston Cust.	Annual City Increment	11,901,586.25
Deposit	09/06/2023			City of Houston	Tax Increment - City	134,694.54
Total Tax Increment - City						134,694.54
Total Income						7,612,789.07
Cost of Goods Sold						
Capital Improvement Plan						
T-0521 Little Thicket Park Impr						
Bill	08/31/2023	23-0677		Sanford Kuhl Hagan Kugle Parker Kahn	Little Thicket Park	260.00
Bill	08/31/2023	2023323		Kuo & Associates, Inc.	Surveying Services - Little Thicket Park	2,417.50
Total T-0521 Little Thicket Park Impr						2,677.50
T-0522A 18th St & Surrounding						
Bill	11/30/2023	ARIV1010402		Quiddity Engineering, LLC	Mobility & Drainage	13,970.02
Bill	12/31/2023	ARIV1011994		Quiddity Engineering, LLC	Mobility & Drainage	1,764.72
Bill	01/31/2024	ARIV1013181		Quiddity Engineering, LLC	Mobility & Drainage	1,333.80
Total T-0522A 18th St & Surrounding						17,068.54

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July 2023 through January 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
T-0523A Shepherd Durham & Cross						
General...	07/01/2023	CPA 23-3R	*	SER Construction	Accrual for retainage payable for Shepherd ...	-1,060,166.79
Bill	07/01/2023	ARIV1002658		Quiddity Engineering, LLC	Total Fee - \$310,660	1,303.50
Bill	07/01/2023	ARIV1002659		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	58,715.42
Bill	07/01/2023	ARIV1002660		Quiddity Engineering, LLC	Total Fee - \$364,200	30,587.71
General...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO ...	-5,000.00
General...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO ...	-120,000.00
General...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO ...	-7,000.00
Bill	07/31/2023	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	1,096,422.13
Bill	07/31/2023	23-0618		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	2,252.50
Bill	07/31/2023	7-2023-36		Goodman Corporation	MRA113 Task 1 - \$127,929	3,454.08
Bill	07/31/2023	7-2023-36		Goodman Corporation	MRA113 Task 2 - \$172,439	4,138.54
Bill	07/31/2023	7-2023-36		Goodman Corporation	MRA113 Task 3 - \$72,617	1,960.66
Bill	07/31/2023	7-2023-24		Goodman Corporation	MRA115 Federal and TxDOT	1,600.52
Bill	07/31/2023	7-2023-12		Goodman Corporation	MRA118 Right of Way Acquisition	2,968.88
Bill	07/31/2023	90185791		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	127,263.78
Bill	07/31/2023	ARIV1004278		Quiddity Engineering, LLC	Total Fee - \$310,660	38,444.62
Bill	07/31/2023	ARIV1004279		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	17,899.16
Bill	07/31/2023	ARIV1004280		Quiddity Engineering, LLC	Total Fee - \$364,200	32,095.54
Bill	08/31/2023	8-2023-71		Goodman Corporation	MRA113 Task 1 - \$127,929	3,454.08
Bill	08/31/2023	8-2023-71		Goodman Corporation	MRA113 Task 2 - \$172,439	4,138.54
Bill	08/31/2023	8-2023-71		Goodman Corporation	MRA113 Task 3 - \$72,617	1,960.66
Bill	08/31/2023	8-2023-13		Goodman Corporation	MRA115 Federal and TxDOT	2,000.65
Bill	08/31/2023	8-2023-14		Goodman Corporation	MRA118 Right of Way Acquisition	567.00
Bill	08/31/2023	23-0678		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	2,206.25
Bill	08/31/2023	131806578		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 05....	5,135.00
Bill	08/31/2023	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	1,258,465.86
Bill	08/31/2023	90187789		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	145,034.59
Bill	08/31/2023	ARIV1005873		Quiddity Engineering, LLC	Total Fee - \$310,660	2,809.40
Bill	08/31/2023	ARIV1005874		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	55,675.58
Bill	08/31/2023	ARIV1005875		Quiddity Engineering, LLC	Total Fee - \$364,200	72,904.25
Bill	09/25/2023	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	1,377,230.68
Bill	09/30/2023	9-2023-70		Goodman Corporation	MRA113 Task 1 - \$127,929	1,023.43
Bill	09/30/2023	9-2023-70		Goodman Corporation	MRA113 Task 2 - \$172,439	6,897.56
Bill	09/30/2023	9-2023-70		Goodman Corporation	MRA113 Task 3 - \$72,617	1,960.66
Bill	09/30/2023	9-2023-21		Goodman Corporation	MRA115 Federal and TxDOT	1,600.52
Bill	09/30/2023	9-2023-22		Goodman Corporation	MRA118 Right of Way Acquisition	3,346.88
Bill	09/30/2023	23-0888		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	7,652.50
Bill	09/30/2023	131807595		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 09....	2,919.00
Bill	09/30/2023	ARIV1002634		Quiddity Engineering, LLC	Total Fee - \$310,660	4,280.47
Bill	09/30/2023	ARIV1006935		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	70,364.49
Bill	09/30/2023	ARIV1006938		Quiddity Engineering, LLC	Total Fee - \$364,200	19,948.87
Bill	09/30/2023	90190392		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	123,839.36
Bill	10/31/2023	10-2023-76		Goodman Corporation	MRA113 Task 1 - \$127,929	2,430.65
Bill	10/31/2023	10-2023-76		Goodman Corporation	MRA113 Task 2 - \$172,439	5,690.49
Bill	10/31/2023	10-2023-76		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	10/31/2023	10-2023-22		Goodman Corporation	MRA115 Federal and TxDOT	4,001.30
Bill	10/31/2023	10-2023-23		Goodman Corporation	MRA118 Right of Way Acquisition	3,202.50
Bill	10/31/2023	23-0992		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	5,800.00
Bill	10/31/2023	90192237		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	133,165.96
Bill	10/31/2023	ARIV1008874		Quiddity Engineering, LLC	Total Fee - \$310,660	2,265.80
Bill	10/31/2023	ARIV1008875		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	637.50
Bill	10/31/2023	ARIV1008876		Quiddity Engineering, LLC	Total Fee - \$364,200	806.25
Bill	10/31/2023	131808586		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 10....	2,568.00
Bill	10/31/2023	131808587		Hunton Andrews Kurth	Tjhuston Properties Legal Services Through ...	3,992.00
Bill	11/29/2023	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	1,378,689.33
Bill	11/30/2023	ARIV1010399		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	3,182.20
Bill	11/30/2023	ARIV1010400		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	63,686.36
Bill	11/30/2023	ARIV1010401		Quiddity Engineering, LLC	Total Fee - \$364,200	10,837.19
Bill	11/30/2023	90195051		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	121,895.97
Bill	11/30/2023	11-2023-88		Goodman Corporation	MRA118 Right of Way Acquisition	12,657.75
Bill	12/01/2023	11-2023-65		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	12/01/2023	11-2023-65		Goodman Corporation	MRA113 Task 2 - \$172,439	5,000.73
Bill	12/01/2023	11-2023-65		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	12/01/2023	11-2023-66		Goodman Corporation	MRA115 Federal and TxDOT	2,000.65
Bill	12/01/2023	23-1131		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	780.00
Bill	12/31/2023	131810384		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 12....	1,144.25
Bill	12/31/2023	131810385		Hunton Andrews Kurth	Tjhuston Properties Legal Services Through ...	5,635.70
Bill	12/31/2023	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	1,541,531.02
Bill	12/31/2023	23-1257		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon	1,586.25
Bill	12/31/2023	12-2023-54		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	12/31/2023	12-2023-54		Goodman Corporation	MRA113 Task 2 - \$172,439	4,138.54
Bill	12/31/2023	12-2023-54		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	12/31/2023	12-2023-55		Goodman Corporation	MRA115 Federal and TxDOT	2,000.65
Bill	12/31/2023	12-2023-56		Goodman Corporation	MRA 119 Task 1 New Recipient Doc and Fa...	27,500.00
Bill	12/31/2023	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	1,020,368.93
Bill	12/31/2023	90197243		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	106,454.19
Bill	12/31/2023	ARIV1011989		Quiddity Engineering, LLC	T0523A Shepherd Durham Major Coordinati...	255.00
Bill	12/31/2023	ARIV1011990		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	1,694.40

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July 2023 through January 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Bill	12/31/2023	ARIV1011991		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	8,515.38
Bill	12/31/2023	ARIV1011992		Quiddity Engineering, LLC	Total Fee - \$364,200	19,453.89
Bill	01/31/2024	24-0145		Sanford Kuhl Hagan Kugle Parker Kahn	Shepher/Durham Recon January 2024	2,433.75
Bill	01/31/2024	131811642		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 01....	1,239.25
Bill	01/31/2024	131811643		Hunton Andrews Kurth	Tjhuston Properties Legal Services Through ...	2,515.00
Bill	01/31/2024	ARIV1013176		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	1,048.90
Bill	01/31/2024	ARIV1013177		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Fi...	41,753.90
Bill	01/31/2024	ARIV1013178		Quiddity Engineering, LLC	Total Fee - \$364,200	22,085.86
Bill	01/31/2024	90199486		CDM Smith Inc.	Project: Shepherd & Durham Major Investm...	120,141.19
Bill	01/31/2024	Pay Estimate ...		SER Construction	Shepherd Dr, Durham Dr, Selected Cross St...	647,650.07
Total T-0523A Shepherd Durham & Cross						8,756,162.31
T-0531 Pedestrian Improv. Const						
General...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO ...	-1,500.00
Bill	08/09/2023	Pay App #13		Teamwork Construction Services Inc.	Bike/Ped Safety Improvements	319,919.57
Bill	08/31/2023	ARIV1005876		Quiddity Engineering, LLC	Pedestrian & Bicycle Safety Impr Constructi...	4,634.91
Bill	09/30/2023	ARIV1006939		Quiddity Engineering, LLC	Pedestrian & Bicycle Safety Impr Constructi...	191.25
Total T-0531 Pedestrian Improv. Const						323,245.73
T-0534 West 19th Beall Sidewalk						
General...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO ...	-1,000.00
Bill	07/31/2023	23-0620		Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety	1,170.00
Bill	07/31/2023	ARIV1004281		Quiddity Engineering, LLC	Total Fee \$60,100	680.00
Bill	08/31/2023	23-0679		Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety	1,380.00
Bill	08/31/2023	ARIV1005878		Quiddity Engineering, LLC	Total Fee \$60,100	595.00
Bill	09/30/2023	23-0890		Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety	1,485.00
Bill	09/30/2023	ARIV1006940		Quiddity Engineering, LLC	Total Fee \$60,100	1,190.00
Bill	10/31/2023	23-0994		Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety	762.50
Bill	10/31/2023	ARIV1008877		Quiddity Engineering, LLC	Total Fee \$60,100	85.00
Bill	12/20/2023	0912-72-662		Near Northwest Management District	MHRA 0912-72-662 Project Match and Fees	568,418.83
Bill	01/31/2024	24-0146		Sanford Kuhl Hagan Kugle Parker Kahn	19th St. Safety January 2024	156.25
Bill	01/31/2024	ARIV1013179		Quiddity Engineering, LLC	Total Fee \$60,100	519.00
Total T-0534 West 19th Beall Sidewalk						575,441.58
T-0535 Safety & Mobility Imp						
Bill	01/31/2024	24-0147		Sanford Kuhl Hagan Kugle Parker Kahn	Waugh Safety January 2024	6,110.00
Total T-0535 Safety & Mobility Imp						6,110.00
T-0537 Inf Imps Shep awhite Oak						
Bill	11/30/2023	ARIV1010403		Quiddity Engineering, LLC	Total Fee \$220,110.00	2,872.50
Bill	12/31/2023	ARIV1011995		Quiddity Engineering, LLC	Total Fee \$220,110.00	20,953.12
Bill	01/31/2024	ARIV1013182		Quiddity Engineering, LLC	Total Fee \$220,110.00	33,829.58
Total T-0537 Inf Imps Shep awhite Oak						57,655.20
T-0539 Full Reconstruct Cross						
Bill	11/30/2023	ARIV1010404		Quiddity Engineering, LLC	Total Fee \$137,452.00	615.60
Bill	12/31/2023	ARIV1011996		Quiddity Engineering, LLC	Total Fee \$137,452.00	410.40
Bill	01/31/2024	ARIV1013183		Quiddity Engineering, LLC	Total Fee \$137,452.00	1,026.00
Total T-0539 Full Reconstruct Cross						2,052.00
T-0544 Westcott Roundabout						
Bill	10/31/2023	ARIV1008878		Quiddity Engineering, LLC	Westcott Roundabout	928.07
Bill	12/31/2023	ARIV1011993		Quiddity Engineering, LLC	Total Fee - \$9,550	3,820.00
Bill	01/31/2024	ARIV1013180		Quiddity Engineering, LLC	Westcott Roundabout	955.00
Total T-0544 Westcott Roundabout						5,703.07
Total Capital Improvement Plan						9,746,115.93
Total COGS						9,746,115.93
Gross Profit						-2,133,326.86
Expense						
Debt Service						
Bond Principal						
Bill	09/01/2023	G067Z08 SEPT		Regions Corporate Trust	Debt Service Payment - Principal Payment	880,000.00
Total Bond Principal						880,000.00
Interest Expense						
Bill	09/01/2023	G067Z08 #11...		Regions Corporate Trust	Debt Service Payment	631,737.51
Total Interest Expense						631,737.51
Total Debt Service						1,511,737.51

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July 2023 through January 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Developer Reimbursement						
Bill	09/01/2023	Reimbursement		Hanover	Hanover Increment	319,674.15
Bill	09/30/2023	Reimbursement		Sovereign Regent Square LLC	Developer Reimbursement 2023(Constructio...	609,988.64
Bill	11/30/2023	NOV 2023		BB Land Development LLC		319,674.15
Check	12/15/2023	A/R		BB Land Development LLC		319,674.15
Deposit	01/09/2024			BB Land Development LLC	Reimburesment for ACH issues	-319,674.15
Total Developer Reimbursement						1,249,336.94
Payroll Expenses						
Payroll Taxes						
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	239.25
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	0.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	239.25
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	0.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	239.25
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	0.00
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	725.40
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	239.25
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	0.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	0.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	239.25
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	0.00
Paycheck	12/29/2023	DD1032		Sherry Weesner	Direct Deposit	0.00
Paycheck	12/29/2023	DD1032		Sherry Weesner	Direct Deposit	239.25
Paycheck	12/29/2023	DD1032		Sherry Weesner	Direct Deposit	0.00
Paycheck	01/31/2024	DD1033		Sherry Weesner	Direct Deposit	1,023.00
Paycheck	01/31/2024	DD1033		Sherry Weesner	Direct Deposit	239.25
Paycheck	01/31/2024	DD1033		Sherry Weesner	Direct Deposit	9.00
Total Payroll Taxes						6,501.15
Retirement Expense						
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	12/29/2023	DD1032		Sherry Weesner	Direct Deposit	1,500.00
Paycheck	01/31/2024	DD1033		Sherry Weesner	Direct Deposit	1,500.00
Total Retirement Expense						10,500.00
Salary Payroll						
Paycheck	07/31/2023	DD1027		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	08/31/2023	DD1028		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	09/29/2023	DD1029		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	10/31/2023	DD1030		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	11/30/2023	DD1031		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	12/29/2023	DD1032		Sherry Weesner	Direct Deposit	15,000.00
Paycheck	01/31/2024	DD1033		Sherry Weesner	Direct Deposit	15,000.00
Total Salary Payroll						105,000.00
Payroll Expenses - Other						
Liability ...	07/28/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability ...	07/28/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability ...	08/30/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability ...	08/30/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability ...	09/28/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability ...	09/28/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability ...	10/30/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability ...	10/30/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability ...	12/04/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability ...	12/04/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability ...	12/28/2023			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$1.75 each	1.75
Liability ...	12/28/2023			QuickBooks Payroll Service	Sales Tax for TX	0.12
Liability ...	01/30/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liability ...	01/30/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Total Payroll Expenses - Other						15.48
Total Payroll Expenses						122,016.63

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July 2023 through January 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Program and Project Consultants						
Engineering Consultants						
Bill	07/01/2023	ARIV1002657		Quiddity Engineering, LLC	Work Order 1 - Through June 30, 2023	23,076.25
General...	07/01/2023	CPA 23-1R	*	Quiddity Engineering, LLC	Expense Estimate 06.01.23 - 06.30.23 WO ...	-700.00
Bill	07/31/2023	ARIV1004277		Quiddity Engineering, LLC	Work Order 1 - Through July 31, 2023	1,934.90
Bill	08/31/2023	ARIV1005872		Quiddity Engineering, LLC	Work Order 1 - Through August 31, 2023	127.50
Bill	10/31/2023	ARIV1008873		Quiddity Engineering, LLC	Work Order 1 - Through October 27, 2023	4,717.50
Total Engineering Consultants						29,156.15
Legal Expense						
Bill	07/31/2023	23-0616		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through July 2023	2,371.50
Bill	07/31/2023	23-0617		Sanford Kuhl Hagan Kugle Parker Kahn	T-0544 Washington Round About	945.00
Bill	07/31/2023	23-0619		Sanford Kuhl Hagan Kugle Parker Kahn	Allen Pkwy/Marston	2,082.50
Bill	08/31/2023	23-0675		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through August 2023	1,556.25
Bill	08/31/2023	23-0676		Sanford Kuhl Hagan Kugle Parker Kahn	T-0544 Westcott Round About	705.00
Bill	09/30/2023	23-0886		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through September 2023	7,679.77
Bill	09/30/2023	23-0887		Sanford Kuhl Hagan Kugle Parker Kahn	T-0544 Westcott Round About	1,412.50
Bill	09/30/2023	23-0889		Sanford Kuhl Hagan Kugle Parker Kahn	Allen Pkwy/Marston	4,828.75
Bill	10/31/2023	23-0989		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through October 2023	12,808.96
Bill	10/31/2023	23-0991		Sanford Kuhl Hagan Kugle Parker Kahn	T-0544 Westcott Round About	300.00
Bill	12/01/2023	23-1129		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through November 2023	9,863.53
Bill	12/01/2023	23-1130		Sanford Kuhl Hagan Kugle Parker Kahn	T-0544 Westcott Round About	125.00
Bill	12/01/2023	23-1132		Sanford Kuhl Hagan Kugle Parker Kahn	FTA Matters	3,965.00
Bill	12/31/2023	23-1256		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through December 2023	7,618.63
Bill	12/31/2023	23-1258		Sanford Kuhl Hagan Kugle Parker Kahn	FTA Matters	3,982.50
Bill	12/31/2023	23-1259		Sanford Kuhl Hagan Kugle Parker Kahn	11th Street IMP's	1,105.00
Bill	01/31/2024	24-0144		Sanford Kuhl Hagan Kugle Parker Kahn	Legal services through January 2024	2,072.50
Total Legal Expense						63,422.39
Planning Consultants						
Bill	07/01/2023	1088		Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/31/2023	7-2023-23		Goodman Corporation	Task 1- \$100,000.00	7,450.56
Bill	08/31/2023	1096		Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	09/01/2023	1109		Medley Inc.	Monthly Digital Retainer - September	2,000.00
Bill	09/30/2023	9-2023-20		Goodman Corporation	Task 1- \$100,000.00	12,404.87
Bill	09/30/2023	Procedures R...		McCall Gibson Swedlund Barfoot PLLC	Procedures Report 09.28.23 BB Land Devel...	15,000.00
Bill	10/01/2023	1120		Medley Inc.	Monthly Digital Retainer - October	2,000.00
Bill	10/31/2023	10-2023-21		Goodman Corporation	Task 1- \$100,000.00	2,984.86
Bill	11/01/2023	1135		Medley Inc.	Monthly Digital Retainer - November	2,000.00
Bill	12/01/2023	11-2023-64		Goodman Corporation	Task 1- \$100,000.00	2,356.25
Bill	12/01/2023	23-276D		Masterson Advisors LLC	Continuing Disclosure Annual Fee FY 2023	3,500.00
Bill	12/01/2023	1148		Medley Inc.	Monthly Digital Retainer - December	2,000.00
Bill	12/31/2023	12-2023-53		Goodman Corporation	Task 1- \$100,000.00	1,660.19
Bill	01/31/2024	1159		Medley Inc.	Monthly Digital Retainer - January	2,000.00
Total Planning Consultants						59,356.73
Total Program and Project Consultants						151,935.27
TIRZ Administration & Overhead						
Accounting						
Bill	07/31/2023	2460		The Morton Accounting Services	July CPA Services	1,954.68
Bill	08/31/2023	2469		The Morton Accounting Services	August CPA Services	1,954.68
Bill	09/29/2023	2471		The Morton Accounting Services	September CPA Services	1,954.68
Bill	10/31/2023	2495		The Morton Accounting Services	October CPA Services	1,954.68
Bill	11/30/2023	2505		The Morton Accounting Services	November CPA Services	1,954.68
Bill	12/31/2023	2518		The Morton Accounting Services	December CPA Services	2,006.33
Bill	01/31/2024	2526		The Morton Accounting Services	January 2024 CPA Services	2,503.79
Total Accounting						14,283.52
Administration						
Bill	07/31/2023	23-0615		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through July 2023	80.00
Bill	08/31/2023	23-0674		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through Aug 2023	200.00
Bill	09/30/2023	23-0885		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through Sept 2023	3,395.00
Bill	10/31/2023	23-0988		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through Oct 2023	400.00
Bill	12/01/2023	23-1128		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through Nov 2023	100.00
Bill	12/31/2023	23-1255		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through Dec 2023	1,315.00
Bill	01/31/2024	24-0143		Sanford Kuhl Hagan Kugle Parker Kahn	Admin/Meeting through Jan 2024	150.00
Total Administration						5,640.00
Auditing						
Bill	09/01/2023	2023 Audit Int...		McCall Gibson Swedlund Barfoot PLLC	2023 Audit Interim	9,000.00
Bill	10/12/2023	2023 Audit Final		McCall Gibson Swedlund Barfoot PLLC	2023 Audit Final	6,750.00
Bill	10/12/2023	2023 Audit		McCall Gibson Swedlund Barfoot PLLC	2023 Audit Single Audit Procedures and Re...	8,000.00
Total Auditing						23,750.00

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July 2023 through January 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Office Expenses						
Bank Service Charges						
Check	07/31/2023				Service Charge	32.75
Total Bank Service Charges						32.75
Office Expenses - Other						
Bill	10/31/2023	October 2023		Commerce Bank	Microsoft - Office 365	792.00
Bill	11/30/2023	November 2023		Commerce Bank	Microsoft - Office 365	829.66
Total Office Expenses - Other						1,621.66
Total Office Expenses						1,654.41
Tax Consultant						
Bill	07/01/2023	60351		Equi Tax Inc.	July 1 - December 31 2023 Tax Consulting	3,518.40
Bill	01/01/2024	61152		Equi Tax Inc.	January 1 - June 30, 2024 2024 Tax Consu...	4,410.00
Total Tax Consultant						7,928.40
Total TIRZ Administration & Overhead						53,256.33
Total Expense						3,088,282.68
Net Ordinary Income						-5,221,609.54
Net Income						-5,221,609.54

Memorial Heights Redevelopment Authority – TIRZ 5

Investment Report

March 2024

TEXPOOL

Date	Balance	Interest	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Daily Yield
July 31, 2023	\$24,079,505.89	\$59,300.04	*\$12,000,000.00	7/28/2023	5.1238%
August 31, 2023	\$21,677,093.05	\$97,587.16	***-2,500,000.00	8/02/2023	5.3047%
September 29, 2023	\$21,771,910.24	\$94,817.19			5.3218%
October 31, 2023	\$21,871,001.89	\$99,091.65			5.3589%
November 30, 2023	\$20,562,835.51	\$91,833.62	***-1,400,000.00	11/08/2023	5.3724%
December 31, 2023	\$18,548,886.30	\$86,050.79	***\$2,100,000.00	12/07/2023	5.3694%
January 31, 2024	\$18,633,097.86	\$84,211.56			5.3455%
February 29, 2024	\$18,711,932.30	\$78,834.44			5.3251%

*** Funds moved to checking account for invoice payments.

*Increment Deposit

Regions Project Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2023	\$33,544,946.02	\$137,438.06			4.94%
August 31, 2023	\$33,688,744.18	\$143,798.16			5.15%
September 30, 2023	\$33,837,891.36	\$149,147.18			5.31%
October 31, 2023	\$33,983,080.90	\$145,188.73			5.15%
November 30, 2023	\$34,134,346.28	\$151,266.19			5.34%
December 31, 2023	\$34,281,669.67	\$147,323.39			5.18%
January 31, 2024	\$14,485,607.68	\$152,491.39	****\$19,948,553.38		5.34%
February 29, 2024	\$14,575,389.85	\$89,782.17			

**** Bond Reimbursement for Project Expenditures

**Memorial Heights Redevelopment Authority – TIRZ 5
Investment Report
March 2024**

Regions Debt Service Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2023	\$2,139,872.13	\$75.37	**\$2,121,550.37	6/30/2023	4.94%
August 31, 2023	\$2,147,591.77	\$7,719.94			5.15%
September 30, 2023	\$645,362.30	\$9,508.04	*\$1,511,737.51	09/01/2023	5.31%
October 31, 2023	\$648,127.56	\$2,765.26			5.15%
November 30, 2023	\$651,012.52	\$2,884.96			5.34%
December 31, 2023	\$653,822.28	\$2,809.76			5.18%
January 31, 2024	\$656,730.60	\$2,908.32			5.34%
February 2024	\$659,638.14	\$2,907.54			

*September 2023 Debt Payment

** Deposit to replenish Debt Service fund for FY 2024

This report and the Authority’s investment portfolio are in compliance with the investment strategies expressed in the Authority’s Investment Policy and the Public Funds Investment Act.

Sherry F Weesner

Sherry F. Weesner, Investment Officer

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

COMMITTEE APPOINTMENTS

MARCH 14, 2024

Finance Committee

- Janice Hale-Harris
- Christopher Manriquez
- Donna McIntosh

Projects Committee

- Bob Stein
- Ann Lents
- Matt Zeve

Long-Term Financial Planning and Investment

- Ann Lents
- Matt Zeve
- Donna McIntosh

General Development Guidelines Committee

- Ann Lents
- Janice Hale-Harris
- Christopher Manriquez

Communications Committee

- Chris Manriquez
- Nikki Knight
- Janice Hale-Harris

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

The Goodman Corporation Work Authorization No. 16 – Tax Increment Revenue Analysis

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the areas of tax increment revenue analysis.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$23,960. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by May 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 22, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

Memorial Heights Redevelopment Authority Tax Increment Revenue Analysis

February 2024

It is our understanding that the Authority is interested in evaluating the feasibility of a future boundary annexation to enable the completion of identified priority projects of the City and the Authority. These projects have been identified as priorities due to failing pavement conditions, aged public utilities, and their nexus and connection to other major projects that will be soon or are previously completed. These projects include:

- Completion of the rehabilitation of the Shepherd Durham Corridor from IH-10 to Washington Avenue;
- Evaluation and a coordination with a grade separation (completed by others) at the Union Pacific Railroad tracks at Shepherd Durham.
- Rehabilitation of the Washington and Center corridor from IH-10 to Oliver St.

The cost of these proposed improvements will exceed \$100M; as such, the Authority needs to consider the generation of additional revenue as a component of any future annexation. However, any additional revenue achieved through annexation must also be cognizant of the City of Houston’s limitation on total value which may be allocated to tax increment reinvestment zones (25%). This task order will authorize The Goodman Corporation (TGC) to complete a tax increment revenue analysis which will provide the Authority President with annexation options for consideration. The graphic below indicates the areas around which parcels will be analyzed.



Figure 1: Infrastructure Corridors

Task 1 – Tax Increment Revenue Analysis

Description: TGC will complete the following activities to complete the required study. TGC will coordinate with other Authority consultants to gather data as required.

- Review the current Authority boundaries and properties within the Zone. Identify any higher value unproductive properties which may be candidates for de-annexation.
- Based on existing conditions and obligations, document TIRZ revenue through the current TIRZ horizon (2045).
- Review properties adjacent to the Washington, Center, Shepherd, and Durham corridors to identify list of properties that are candidates for annexation (low/no value and/or potential for high value redevelopment).
- Develop up to three annexation scenarios (low, medium, high) and complete an associated revenue projection through the current TIRZ horizon (2045).
- Include in each revenue projection the impacts of Harris County participation: within Precinct 4, Precinct 1, and both (for all parcels).

Project Budget

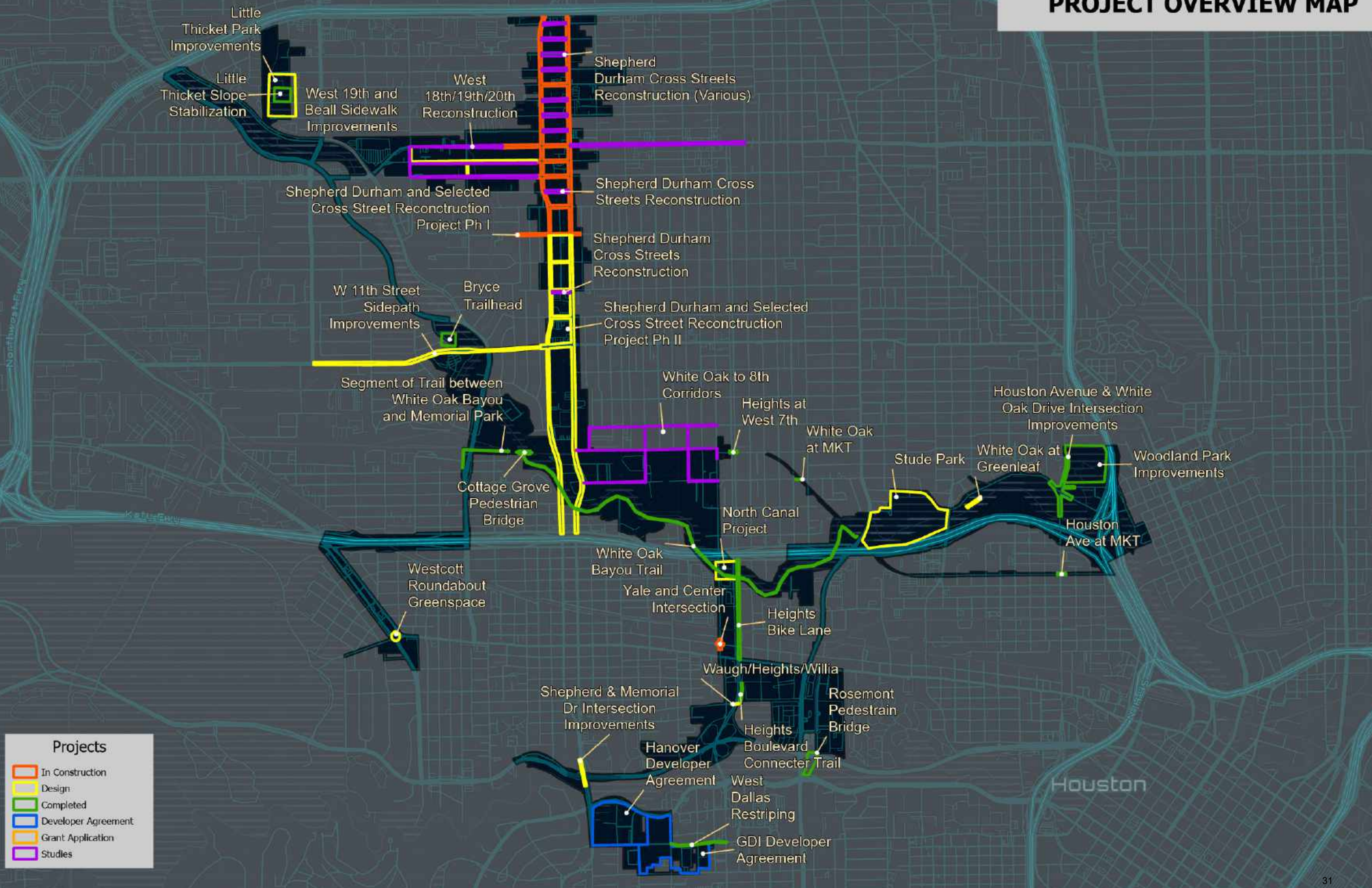
Progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

Task	Description	Cost
1	Tax Increment Revenue Analysis	\$23,960
	Total Authorized	\$23,960

Level of Effort

Tax Increment Revenue Analysis			
Category	Category Rate	Task 1	Totals
Admin I	\$95.33		
Associate I	\$103.27		
Associate II	\$119.16		
Associate III	\$142.99	8	\$1,144
Senior Associate I	\$158.88		
Senior Associate II	\$174.77	96	\$16,778
Senior Associate III	\$190.66	4	\$763
Principal I	\$206.55		
Principal II	\$246.27		
Principal III	\$293.08	18	\$5,276
Engineer Associate I	\$103.27		
Engineer Associate II	\$119.16		
Engineer Associate III	\$146.96		
Engineer Senior Associate I	\$162.85		
Engineer Senior Associate II	\$178.74		
Engineer Senior Associate III	\$198.60		
Engineer Principal I	\$214.49		
Engineer Principal II	\$254.21		
Engineer Principal III	\$309.82		
Staff Hours By Task		126	\$23,960
Subtotals			
Subtotal: Staff Expense		\$23,960	\$23,960
Totals		\$23,960	\$23,960

PROJECT OVERVIEW MAP



Projects

- In Construction
- Design
- Completed
- Developer Agreement
- Grant Application
- Studies

January 22, 2024

**BY EMAIL AND
FIRST-CLASS MAIL**

Mr. John Kuhl
Memorial-Heights Redevelopment Authority
c/o Sanford Kuhl Hagan Kugle Parker Kahn LLP
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056

Re: Brixmor Holdings 12 SPE LLC, c/o Brixmor Property Group

Dear Mr. Kuhl:

This letter confirms that Hunton Andrews Kurth LLP (the "Firm") has been engaged to provide legal services to Memorial-Heights Redevelopment Authority ("MHRA") in connection with the above-referenced matter.

NATURE AND SCOPE OF ENGAGEMENT

MHRA is the client for purposes of this engagement. It is understood that our representation of MHRA does not create an attorney-client relationship with any related persons or entities, such as affiliated governments, other governmental subdivisions, employees, officers, directors, or contractors, unless specifically agreed otherwise in writing. It also is understood that the Firm's representation of MHRA under the terms of this engagement letter is limited to the above-referenced matter. If, in the future, MHRA wishes to limit or expand the scope of the Firm's representation, that should be the subject of additional discussion and confirmed in a separate engagement letter.

PAYMENT PROVISIONS

Payment of Fees and Expenses: MHRA agrees to pay the reasonable fees and other charges billed by the Firm in connection with this representation when they are billed. The Firm's fees for our services will be based on time expended (at increments of one-tenth of an hour), computed at our hourly rates, by those persons performing the services required. Set forth in Attachment A hereto are the attorneys and legal assistants, and their current hourly rates, who we anticipate may be asked to assist in this representation. However, depending on the course of the

Memorial-Heights Redevelopment Authority
January 22, 2024
Page 2

proceedings in the matter, other lawyers and paralegals employed by the Firm may also be asked to assist in the representation. The Firm's hourly rates for this representation are subject to annual adjustment, effective January 1 of each year.

In addition to its hourly fees, the Firm also will charge for certain other items. These charges may relate to, but are not limited to, such things as long distance telephone services, facsimile, photocopy, and scanning services, travel costs, delivery and messenger services, special postage charges, filing and recording fees, and any disbursements the Firm may make to other service providers, such as court reporters, expert witnesses, and investigators. The current basis for these charges is set forth in Attachment B hereto.

The Firm anticipates submitting to you monthly invoices for the professional services rendered and other charges and expenses incurred on behalf of MHRA. MHRA will receive an invoice that will identify the attorneys and other professionals who have worked on MHRA's behalf during the billing period, the dates on which the work was done, and the nature of the work performed. The Firm's invoices will also contain an itemization of the costs and disbursements that were incurred or expended on behalf of MHRA.

Fees and expenses incurred on behalf of MHRA will be paid automatically at the time invoices are mailed to you by debiting the advance deposit in an amount equal to the then-current amount due as reflected on the invoice. The advance deposit amount will be replenished upon MHRA's payment of the monthly invoice.

CONFLICT CONSIDERATIONS AND AGREEMENT

We understand and agree that this is not an exclusive engagement and that MHRA is free to retain any other counsel for any aspect of this matter. Nonetheless, we recognize that the Firm is disqualified from representing any other client with interests materially and directly adverse to MHRA in any matter (i) which is substantially related to this representation or (ii) where there is a reasonable probability that confidential information MHRA furnished to us could be used to MHRA's disadvantage. MHRA understands and agrees that, with those exceptions, our representation of MHRA in this matter will not prevent or disqualify the Firm from representing clients adverse to MHRA, or whose interests may conflict with MHRA in litigation, business transactions, or other matters.

Finally, the Firm represents a number of lawyers and law firms in various matters. This means that we may have represented, may currently represent, or in the future may represent counsel that oppose MHRA's interests in a matter in which we represent MHRA. This will not in any way affect the diligence or vigor with which we represent MHRA's interests in any matter on which it has engaged the Firm. Nonetheless, if this is a concern to you, please let us know and we will check with the particular lawyers to be involved in these representations and discuss this with you further.

Memorial-Heights Redevelopment Authority
January 22, 2024
Page 3

COOPERATION

It is the Firm's responsibility to represent MHRA in a manner that is consistent with the customary, professional practices and requirements for handling matters of this sort. In turn, the Firm will need to have MHRA's full and timely cooperation. This will include providing the Firm with written materials relating to the matter for which MHRA is retaining the Firm.

We necessarily must rely on the accuracy and completeness of the facts and information MHRA and its employees and agents provide us. In order to enable us to render effectively the legal services contemplated, we must be provided full and accurate disclosure of all facts and kept informed of all developments relating to this engagement. We likewise will keep you advised of all significant developments and will provide additional information as you may request related specifically to the matter MHRA has asked us to handle.

To the extent that it is necessary for a client representative to attend meetings or hearings in connection with this matter, we will attempt to schedule the event for a time that is convenient for MHRA's representative. However, it should be recognized that there are many circumstances in which the timing of events is beyond our control.

WITHDRAWAL OR TERMINATION

Our relationship is based upon mutual consent, and MHRA may terminate our representation at any time, with or without cause, by notifying us in writing. However, should MHRA choose to terminate the representation, MHRA shall remain responsible for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of this matter.

We are subject to rules of professional conduct, which list several circumstances that require or allow us to withdraw from representing a client, including, for example, nonpayment of fees or costs, misrepresentation of or failure to disclose material facts, fundamental disagreements, and a conflict of interest with another client. We try to identify in advance and discuss with each client any situation that may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal. If we elect to withdraw for any reason, MHRA agrees that it will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal and that the Firm will be entitled to be paid for all services rendered and other charges accrued on MHRA's behalf to the date of withdrawal.

CLIENT DOCUMENTS

We will maintain any documents MHRA furnishes to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), we will need direction from MHRA regarding which, if any, of the documents in our files MHRA wishes us to turn over to it. These documents will be delivered to MHRA within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a period of time and ultimately destroy them in accordance with our record retention policies and procedures then in effect.

Memorial-Heights Redevelopment Authority
January 22, 2024
Page 4

CONCLUSION OF ENGAGEMENT

Upon the completion of our representation of MHRA, whether upon completion of the assigned work or due to termination or withdrawal, we will have no further obligation to advise MHRA with respect to the matter that was the subject of this representation or with respect to changes in the laws or regulations that could have an impact upon MHRA's future rights and liabilities relating to such matter.

CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ACCEPTANCE


This letter (i) constitutes the entire agreement between MHRA and the Firm regarding this engagement and supersedes all prior understandings, written or oral, relating to its subject matter, (ii) is subject to no oral agreements or understandings, and (iii) can be modified or changed only by a further written agreement signed on behalf of MHRA and the Firm. No obligation or undertaking that is not set forth expressly in this letter shall be implied on the part of either MHRA or the Firm.

If this letter accurately reflects MHRA's understanding of the terms and conditions of our engagement, please arrange for the execution of this letter in the space provided below and return it to the Firm's offices, to my attention.

Should you have any questions regarding these matters, please do not hesitate to call me. On behalf of Hunton Andrews Kurth LLP, I again thank you for the opportunity to be of service.

Sincerely,

HUNTON ANDREWS KURTH LLP

BY: 
J. Mark Breeding
Partner

Memorial-Heights Redevelopment Authority
January 22, 2024
Page 5

AGREED TO and ACCEPTED

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

By: 

Title: President

Date: 2/15/2024

ATTACHMENT A

2023 Rate Description

<u>Name</u>	<u>Status</u>	<u>2024 Standard Hourly Rate</u>	<u>Discounted Hourly Rate</u>
J. Mark Breeding	Partner	\$1275.00	\$950.00
Michael Morfey	Partner	\$1275.00	\$950.00
Ross Hill	Associate	\$755.00	\$680.00
Dana Drake	Paralegal	\$370.00	\$333.00

ATTACHMENT B

HUNTON ANDREWS KURTH LLP STANDARD TERMS OF ENGAGEMENT

FEES. Unless we agree in the engagement letter to alternate fee arrangements, we will bill for our services at the firm's applicable published hourly rates in effect at the time we render the services. Those rates are based on the fair value for the services we render after taking into consideration many factors, including but not limited to: the complexity or novelty of the work performed; the seniority, experience, practice area and location of the lawyers, paralegals or law clerks performing the work; the time period within which the work is required to be completed; the likelihood that the engagement will preclude our acceptance of other employment; the number of hours required to perform the work; the nature and length of our professional relationship with the client; the results obtained; and the fees charged for similar services in the relevant geographic or subject matter market. We have established hourly rates (using the foregoing factors) for lawyers, paralegals, law clerks, and other staff timekeepers. We adjust those base rates periodically, in light of the factors enumerated above, as well as cost of living and market considerations.

BILLS AND STATEMENTS. Unless other arrangements are made, we render monthly bills for fees, expenses and charges. We typically prepare bills for each legal matter we handle. We may also send a monthly statement of account, which details any unpaid bills.

PAYMENT. Our bills are due and payable upon receipt. Failure to pay bills promptly may result in temporary or permanent cessation of service. Payment of bills should be made in U.S. dollars or other agreed upon foreign currency, by wire transfer or in checks or drafts payable to Hunton Andrews Kurth LLP. Please note the date and identification number of the bill being paid, and return the remittance copy of our bill with your payment.

If our bills are not paid within 30 days of the invoice date the client agrees to pay an interest charge on outstanding balances at an interest rate of one and one-half percent (1.5%) per month, or the maximum interest rate allowed by law, whichever is less, from the date due until paid. The client agrees to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

In the event the client fails to pay when due all amounts owed us, we will have the right to retain settlement proceeds received on behalf of client or recover the outstanding balance of fees and expenses and interest, as provided above, and all attorneys' fees incurred to collect these amounts. Such attorneys' fees will include payment for the time and expenses of any firm lawyers incurred in collection effort as well as fees and expenses of any outside counsel hired to collect the amounts due.

RESPONSES TO AUDITORS' INQUIRIES. We are frequently asked to provide information to auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care and professionalism that we use to handle the client's other legal work and will charge for these services at the same rates. When an auditing firm requests information on the client's behalf, that request will be deemed to be the client's consent for us to disclose that information to that firm.

DISBURSEMENTS AND CHARGES. In addition to payment of our fees, the client agrees to pay expenses incurred by us in connection with the representation. Such expenses may include long

distance telephone calls, photocopying charges, travel expenses, couriers, filing fees, costs of subpoenas and depositions, and other costs and expenses advanced on our client's behalf. We manage our own telephone network, printing and document duplication services. We generally use our in-house printing and document duplicating services rather than third party services, due to timing and confidentiality concerns, unless the client requests otherwise. We set our charges for these services based upon our fully burdened cost of providing them to the client.

Before proceeding to incur expenses from an outside vendor in excess of \$1,500, we will seek your approval. We do not intend to make any profit on such expenses, and we will pass them on to you based as closely on our costs as possible. We may, however, receive certain benefits from having incurred certain costs, such as benefits accorded in connection with travel expenditures (i.e., frequent flyer points). Those benefits will be retained by the firm or the individual to whom they were awarded without credit to the client.

In certain instances, we may employ the services of affiliated entities on behalf of our clients. Cognicion LLC is a wholly-owned subsidiary of Hunton Andrews Kurth LLP. The work performed by Cognicion LLC on behalf of the firm's clients is billed at competitive rates that may not reflect our cost. When engaged, Cognicion LLC services will appear as a disbursement on client bills. The same applies to services rendered by other entities affiliated with Hunton Andrews Kurth such as Turnstone Investigative Services.

TRAVEL. We generally record the time spent traveling while performing work in furtherance of the client's engagement. Time spent in travel on behalf of one client while working on a matter for another client, will be billed to the other client; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class. Bookings for travel arrangements are generally made through an in-house travel service, and the expenses charged to the client for travel include a transaction fee for each booking. Discounts applicable to particular travel purchases may be available through use of this in-house travel service and we pass them on to the client in our charges.

TERMS OF ENGAGEMENT. The client or Hunton Andrews Kurth may terminate the representation for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in this matter, and, if the client so requests, we will suggest possible successor counsel and provide such counsel with material the client has provided us.

Upon the termination of our engagement, the client will pay within 30 days for all services rendered and disbursements and other charges paid or incurred in connection with our engagement. If the client terminates our engagement or if Hunton Andrews Kurth terminates the engagement in accordance with the following paragraph, the client will also pay our fees and expenses in connection with any transition of the client's work to successor counsel.

If the client fails to honor the terms of the engagement, to cooperate, or to follow our advice on a material matter that would or could, in our view, render our continued representation unlawful or unethical, Hunton Andrews Kurth may withdraw from the representation. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents or pleadings necessary to complete our withdrawal.

Unless previously terminated or other arrangements are made, Hunton Andrews Kurth's representation will terminate upon our sending the client our final invoice for services rendered. Unless we agree otherwise, we will have no continuing obligation to advise the client with respect to future legal developments once this matter concludes.

RECORD RETENTION. We will maintain necessary documents relating to this matter in our client files. If we receive no guidance from the client, we will employ the following procedure when a matter concludes:

1. Upon closure of the matter, any original documents that the client has provided to us will be returned.
2. Upon expiration of our normal retention period for this kind of matter, we will notify the client by mail at the client's last known address that the retention period has run, and seek the client's guidance on disposition of the file.
3. If we receive a response from the client within 2 months, we will follow the client's instructions for disposition of the file. If those instructions require substantial handling of the file, or continued retention of it, we will charge our normal fees for such procedures.
4. If we do not receive a response from the client within 2 months, the file will be destroyed pursuant to our normal procedure.

At the conclusion of a matter, it is the client's obligation to tell us which, if any, documents in our files that it wishes to receive. Electronic records relating to this matter will be made available to the client, if requested, and to the extent they are still easily accessible.



Safety/Mobility Projects Update

Memorial Heights Redevelopment Authority

March 2024

Grant Funded Safety Improvement Projects

Yale & Center

Project Sponsor: TxDOT (HSIP)

- ✓ Packaged with Richmond Ave @ Hayes Rd Signal, Irvington Blvd @ Patton St Roundabout, and Renwick Dr @ Dashwood Dr Roundabout
- ✓ Letting Date: August 3, 2023
- ✓ Single Bidder: Main Lane Industries
- ✓ Bid Amount: \$639,441.02 (Y&C portion only)
- ✓ Engineer's Estimate: \$642,855.00
- ✓ Pre-Construction Conference: December 12, 2023
- ✓ Construction Start: February 5, 2024
- ✓ Duration: 255 working days
- ✓ Involved with limited construction phase services through Ally General Solutions

West 19th and Beall

Project Sponsor: HPW (HSIP)

- ✓ Packaged with various projects within St. George Place Redevelopment Authority, Near North Side Management District, and Greater Southeast Management District.
- ✓ Letting Date: December 5, 2023
- ✓ Project was rebid after TxDOT bid was unsuccessful and received two bids within budget.
- ✓ Apparent Low Bidder: Garrett Shields Infrastructure.
- ✓ Pre-Construction Meeting on March 13, 2024.
- ✓ Update on construction start and duration once awarded.

Heights/MKT Bike/Ped Safety

Project Sponsor: MHRA

- ✓ Construction complete.
- ✓ Coordinating with HPW for final acceptance.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0529 – Yale Street at Center Street Intersection

Work Authorization No. 2 – Final Design – TxDOT Updates

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide final design engineering services for the replacement of the existing traffic signal at Yale Street and Center Street and update design package to TxDOT standards, assist the City with property research, and perform additional coordination.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services for professional services related to final design for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an amount of \$16,628.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

Additional Services Required by COH (lump sum)	\$16,628.00
Additional Services (hourly)	\$0.00
Reimbursable Expenses	\$0.00
Total	\$16,628.00

- 4.0 PROJECT SCHEDULE: This work will be concurrent with the current design schedule.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

QUIDDITY ENGINEERING

By: 

Name: Kristen Hennings

Title: Sr. Project Manager

ATTEST: 



December 12, 2023

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: Yale Street at Center Street Intersection (T-0529)
Proposal for Professional Services for Final Design – TxDOT Updates
Houston, Texas

Dear Sherry:

Quiddity Engineering (QE) appreciates the opportunity to present this proposal for Final Design services to update the proposed improvement package to TxDOT standards in connection with the Yale Street at Center Street Intersection project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5. QE will perform the services as described below.

Scope of Services

Basic Services to be provided by QE include:

1. Coordinate with City of Houston and TxDOT
 - a. Perform additional project management
 - b. Review property conditions at the southeast corner of the intersection
 - c. Perform boundary survey at the southeast corner of the intersection (Kuo & Associates)
2. Update Civil plans to TxDOT Standards
3. Update Traffic Signal plans to TxDOT Standards
4. Update proposed quantities to TxDOT Standards
5. Update construction cost estimate to TxDOT Standards
6. Enter project contract documents into TxDOT Connect system for release

Schedule

QE has completed the above scope within the overall project schedule.

Proposed Fee

QE is requesting a lump sum fee in the amount of **\$16,628.00** for the final design engineering services described in this proposal.



T-0529 Yale Street at Center Street Intersection WA #2
Page 2
December 12, 2023

Special Considerations

This proposal is based on the following special considerations:

1. Services that are not included in this proposal include Construction Phase Services.
2. Services requested by the MHRA that are outside the scope of this proposal can be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment A) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
3. Fees do not include sales taxes that may be imposed.
4. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
5. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.

QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kristin Landry".

Kristin Landry, P.E.
Senior Project Manager

A handwritten signature in blue ink that reads "Kristen Hennings".

Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager

Attachment



ATTACHMENT A

SCHEDULE OF HOURLY RATES
Effective August 1, 2022

ENGINEERING PERSONNEL

Design Engineer I	\$125
Design Engineer II	\$145
Professional Engineer I	\$170
Professional Engineer II	\$195
Professional Engineer III	\$225
Professional Engineer IV	\$255
Professional Engineer V	\$275
Practice Leader	\$295

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$135
Electrical Design Engineer II	\$155
Electrical Professional Engineer I	\$185
Electrical Professional Engineer II	\$210
Electrical Professional Engineer III	\$240
Electrical Professional Engineer IV	\$270
Electrical Professional Engineer V	\$295

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$125
Construction Manager II	\$145
Construction Manager III	\$170
Construction Manager IV	\$190
Construction Manager V	\$230
Field Project Representative I	\$ 80
Field Project Representative II	\$100
Field Project Representative III	\$120
Specialist Field Project Representative I	\$135
Specialist Field Project Representative II	\$145
Senior Specialist Field Project Representative	\$160

SPECIALIST

Specialist I	\$115
Specialist II	\$145
Specialist III	\$215
Specialist IV	\$250

PLANNING PERSONNEL

Planner I	\$105
Planner II	\$145
Planner III	\$175
Planner Manager	\$250

DESIGNERS/DRAFTING PERSONNEL


CAD I	\$ 80
CAD II	\$100
CAD III	\$120
Designer I	\$130
Designer II	\$150
Designer III	\$170
GIS I	\$ 95
GIS II	\$130
GIS III	\$160
GIS IV	\$220

SURVEYING PERSONNEL

1-Person Field Crew	\$145
2-Person Field Crew	\$195
3-Person Field Crew	\$240
4-Person Field Crew	\$270
Survey Technician I	\$100
Survey Technician II	\$110
Project Surveyor I	\$105
Project Surveyor II	\$125
Project Surveyor III	\$145
Project Surveyor IV	\$175
Chief of Survey Crews	\$150
Certified Photogrammetrist	\$175
Remote Pilot I	\$ 95
Remote Pilot II	\$130
Remote Pilot III	\$170
Visual Observer	\$ 95
LiDAR Tech	\$105
Aerial Tech	\$ 90
Registered Professional Land Surveyor	\$195
Survey Manager	\$225

OFFICE PERSONNEL

Engineer's Assistant I	\$ 75
Engineer's Assistant II	\$ 85
Engineer's Assistant III	\$ 95
Admin I	\$ 75
Admin II	\$ 95
Admin III	\$125
Accounting Manager	\$130
Corporate/Project Accountant	\$110

		Practice Leader	PEV	PEIV	PEI	DEI	Admin II	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$250.00	\$240.00	\$225.00	\$150.00	\$110.00	\$80.00				
BASIC SERVICES											
Task 210 - Bid Phase Services											
1	Coordination with City and TxDOT + Additional Project Management			16			4	\$3,920		\$0.00	\$3,920.00
2	Updates to Civil Plans to TxDOT Standards			4	20			\$3,900		\$0.00	\$3,900.00
3	Updates to Signal Plans to TxDOT Standards		4			8		\$1,840		\$0.00	\$1,840.00
4	Updates to Quantities to TxDOT Standards					32		\$3,520		\$0.00	\$3,520.00
5	Updates to Cost Estimate to TxDOT Standards			24	12			\$7,200		\$0.00	\$7,200.00
6	Contract Document Release on TxDOT Connect System			4	4			\$1,500		\$0.00	\$1,500.00
Task 900 - Subconsultant Expenses											
1	Boundary Survey (KUO)								\$2,100	\$2,268.00	\$2,268.00
											\$0.00
	Hours Subtotal	0	4	48	36	40	4				
SUBTOTAL BASIC SERVICES		\$ -	\$ 960	\$ 10,800	\$ 5,400	\$ 4,400	\$ 320	\$21,880	\$2,100.00	\$2,268.00	\$24,148.00

Bid Phase Already Invoiced \$4,130
 Additional Unbilled Effort \$20,018
 TxDOT Coordination Reallocation \$3,390
Total Request for WA #2 \$16,628

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0534

The Goodman Corporation Work Authorization No. 13 – West 19th Street Limited Bid and Construction Phase Services

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the construction phase of the subject project.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$6,731. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by December 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 22, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

West 19th Street HSIP Limited Bid and Construction Phase Services
for
Memorial Height Redevelopment Authority (TIRZ No. 5)
January 2024

The Goodman Corporation is pleased to submit this proposal to provide Limited Bid and Construction Phase Support associated with the HSIP FY2023 Grant provided by the Texas Department of Transportation (TxDOT). TGC is providing coordination services on behalf of all project partners. Prior scopes of work were tied specifically to design and bid phase services. This project had to run through two iterations of bid phase to secure an agreeable low bid. This scope of services provides budget for TGC commensurate with the facilitation of a second bid process as well as for project coordination services through construction phase.

Task 1: Limited Bid and Construction Phase Services

TGC will:

- Compile and re-transmit an updated plan set for a re-bid effort
- Coordinate with prospective bidders through a re-bid effort
- Calculate and coordinate bid tabs for a re-bid effort
- TGC will coordinate with the project Engineer of Record (EOR) on RFIs, responses, shop drawing reviews, and related items and will otherwise serve as TxDOT's single point of contact for the project
- TGC will provide information to the MHRA EOR and President throughout the duration of the project

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs as provided in the tables below.

Limited Bid and Construction Phase Support for HSIP FY2023 Project				
Category	Category Rate	Task 1	General	Totals
		Ltd. Bid & Construction Phase	ODC	
Admin I	\$92.55	2		\$191
Associate I	\$119.16			
Associate II	\$119.16	6		\$715
Associate III	\$142.99			
Senior Associate I	\$138.83			
Senior Associate II	\$161.97			
Senior Associate III	\$190.66			
Principal I	\$195.90			
Principal II	\$246.27			
Principal III	\$269.95	6		\$1,758
Principal Engineer	\$254.21	16		\$4,067
Staff Hours By Task		30		30
Totals		\$6,731		\$6,731

Task	Description	Cost
1	Limited Bid and Construction Phase Services	\$6,731
	Total Authorized	\$6,731



Shepherd-Durham Ph II Update

Memorial Heights Redevelopment Authority
Houston Public Works
TxDOT
March 2024

Project Overview

1. Scope – design of improvements along Shepherd, Durham, West 14th, West 12th, and West 11th to improve mobility and safety within the project corridor
2. Schedule – local letting Spring 2024
3. Construction Cost - \$63,500,000

Last Month's Accomplishments

What have we accomplished / been successful at over the last month?

- ✓ Received and addressed questions from TxDOT.
- ✓ Received updated documents from HPW for incorporation into the Project Manual.
- ✓ Met with HPW Wastewater Operations regarding the 36-inch diversion sewer.
- ✓ Completed geotechnical engineering for an additional deep boring at the 36-inch diversion connection to the existing 84-inch sanitary sewer on West 12th Street.
- ✓ Updated cost estimates for costs for wastewater improvements.
- ✓ Continued work with HPW to complete TxDOT forms requiring HPW input or signatures.
- ✓ Submitted plans for private utility signatures.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Work with HPW and private utilities for final approval and signatures.
- ✓ Work with HPW on completion of the TxDOT forms and release of final documents to TxDOT.
- ✓ Complete private utility signature process.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ Supporting HPW and TxDOT on the approval of the 100% plans, specifications, and estimate by TxDOT Headquarters.

External Assistance Required

What assistance are we seeking from outside sources to accomplish our goals?

- ✓ Continued support from TxDOT Houston District and HPW to secure final review and approval by TxDOT Headquarters per the project schedule.

2022						2023												2024								
June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	
		60%		60%							90%				95%	100%										
		City		TxDOT							All				All	TxDOT										
																		TxDOT Approvals				Bid		Award		



Westcott Roundabout Update

Memorial Heights Redevelopment Authority

March 2024



Project Overview:

1. Scope – design of landscaping improvements for the greenspace within the Westcott Roundabout at Washington Ave.
2. Schedule – letting Fall 2024
3. Project Cost - \$250,000

Last Month's Accomplishments

What have we accomplished / been successful at over the last month?

- ✓ Released Request for Qualifications.
- ✓ Received submissions from 3 firms.
- ✓ Reviewed the submissions with the Selections Committee and selected M2L Associates.
- ✓ Met with M2L Associates to discuss the scope of the work for the improvements.
- ✓ Received proposal from M2L Associates.
- ✓ Prepared Work Authorization.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Submit Work Authorization for approval.
- ✓ Kick design off.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None at this time.

External Assistance Required

What assistance are we seeking from outside sources to accomplish our goals?

- ✓ Continued coordination with MHRA on the expectations of the project and coordination with the project partners.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

**Project No. T-0544 – Westcott Roundabout Greenspace Project
Work Authorization No. 1 – Landscape Architecture Management Services**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide Landscape Architecture Management Services for improvements within the Westcott Roundabout Greenspace.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Construction Phase for the project. Additional Services include topographic surveying services and Water Capacity Reservation Application and fees, as needed.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$63,000.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

Basic Civil Services	\$16,420.00
Bid Phase Services	\$6,440.00
Landscape Architecture Services (M2L)	\$29,700.00
Topographic Survey Services (if needed)	\$5,500.00
WCR Application and Impact Fees (if needed)	\$4,440.00
Reimbursable Expenses (if needed)	\$500.00
Total	\$63,000.00

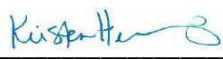
- 4.0 PROJECT SCHEDULE: The schedule to complete this work is six (6) months.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____
 Name: _____
 Title: _____

QUIDDITY ENGINEERING

By: 
 Name: Kristen Hennings
 Title: Sr. Project Manager

ATTEST: _____

February 27, 2024

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: Westcott Roundabout Greenspace (T-0544)
Proposal for Professional Services for Landscape Architect Management Services
Houston, Texas

Dear Sherry:

Quiddity Engineering (QE) appreciates the opportunity to present this proposal for Landscape Architect Management services in connection with the Westcott Roundabout Greenspace project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5. The Westcott Roundabout greenspace is located within the public right-of-way of the intersection of Westcott Drive and Washington Avenue. QE will perform the services as described below.

Scope of Services

Basic Services to be provided by QE include:

1. Management of Landscape Architect

QE will work with the Landscape Architect to prepare construction documents for the proposed improvements. QE will assist the landscape architect with data collection and a base plan. QE will coordinate the review and approval of the project documents with HPW. QE will conduct a field visit with the landscape architect and a constructability review of the proposed improvements. QE will prepare the project manual containing MHRA contract documents and technical specifications for the proposed improvements. M2L Associates will provide Landscape Architecture services as detailed in Attachment B.

2. Bid Phase Services

QE will assist MHRA with the standard process for bidding the work and selecting a contractor. The process includes receiving and reviewing bids and preparing a recommendation of award letter to the board prior to construction.

Additional Services to be provided by QE on an hourly basis as needed include:

1. Surveying

If needed, the surveying work for this project will include limited deed research. QE will utilize Harris County Floodplain Reference marks for the basis of the vertical datum, which is related to the FEMA FIRM. Coordinates will be based on the Texas Coordinate System NAD 83, South Central Zone. QE will set a minimum number of horizontal control points and temporary benchmarks for future construction control. QE will complete a topographic survey within the bounds of the existing roundabout and locate all utilities (QE will perform a ONE-CALL Utility locate before work commences) and structures.



2. WCR Application and Impact Fee

If needed, QE will prepare and submit a Water Capacity Reservation (WCR) application for the irrigation demand associated with the landscaping of the roundabout. This item also includes coordination with HPW to obtain an address for the irrigation meter and payment of the WCR application fee and impact fees assessed.

Schedule

QE will work with MHRA to perform the above scope within six (6) months.

Proposed Fee

QE is requesting an hourly not to exceed fee in the amount of **\$63,000.00** for the management and support of landscape architect services described in this proposal and detailed below:

Basic Civil Services	\$16,420.00
Bid Phase Services	\$6,440.00
Landscape Architecture Services (M2L)	\$29,700.00
Topographic Survey Services (if needed)	\$5,500.00
WCR Application and Impact Fees (if needed)	\$4,440.00
Reimbursable Expenses (if needed)	<u>\$500.00</u>
Total	\$63,000.00

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal can be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment C) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
2. Fees do not include sales taxes that may be imposed.
3. It is anticipated that the water service for the proposed roundabout improvements will be handled via Adopt-an-Esplanade program or the adjacent developer.



T-0544 Westcott Roundabout Greenspace WA #2

Page 3

February 27, 2024

4. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.

5. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.

QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kristen Hennings".

Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager

Kristin Landry, P.E.
Senior Project Manager

Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0544 Westcott Roundabout\WA2\2_T-0544_WA2_Management Scope.docx

		Practice Leader	PEIV	PEIII	PEI	DEI	Construction Mgr. V	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$255.00	\$225.00	\$170.00	\$125.00	\$230.00	\$125.00						
BASIC SERVICES														
Task 210 - LA LA Management Services (Hourly) (6 months)														
1	Project Management and Coordination		2	12				6		\$3,960			\$0.00	\$3,960.00
2	Data Collection and Base Plan			2	4	8				\$2,130			\$0.00	\$2,130.00
3	Field Visit			2	2					\$790			\$0.00	\$790.00
4	Coordination of Project with HPW Plan Review and Approval		2	2	4					\$1,640			\$0.00	\$1,640.00
5	Constructability Review						2			\$460			\$0.00	\$460.00
6	Preparation of Project Manual			24	12					\$7,440			\$0.00	\$7,440.00
													Sub-Total	\$16,420.00
Task 210 - Bid Phase Services (Hourly)														
1	Write and Publish Ad for Bids		1	2	2					\$1,045			\$0.00	\$1,045.00
2	Prepare for and Conduct Pre-Bid Meeting		2	4	1					\$1,580			\$0.00	\$1,580.00
3	Prepare and Issue Addenda (max 2)		1	2	4					\$1,385			\$0.00	\$1,385.00
4	Receive and Tabulate Bids		1	2	4					\$1,385			\$0.00	\$1,385.00
5	Assist with Evaluation and Provide Recommendation to MHRA		1	2	2					\$1,045			\$0.00	\$1,045.00
													Sub-Total	\$6,440.00
Task 400 - Additional Engineering Services														
1	Landscape Architecture Services (M2L Associates)									\$0	\$27,000.00		\$29,700.00	\$29,700.00
2										\$0			\$0.00	\$0.00
3										\$0			\$0.00	\$0.00
													Sub-Total	\$29,700.00
Task 500 - Surveying Services														
1	Topo or Boundary Survey (Additional Service if needed)										\$5,000.00		\$5,500.00	\$5,500.00
2													\$0.00	\$0.00
3													\$0.00	\$0.00
4													\$0.00	\$0.00
5													\$0.00	\$0.00
													Sub-Total	\$5,500.00
Task 800 - Reimbursable Expenses (Hourly)														
1	Repro/Mileage/Plan Approval Expenses										\$500.00		\$500.00	\$500.00
2	WCR Application and Impact Fee (if needed)										\$4,440.00		\$4,440.00	\$4,440.00
3													\$0.00	\$0.00
													Sub-Total	\$4,940.00
Hours Subtotal		0	10	54	35	8	2	6						
SUBTOTAL BASIC SERVICES		\$ -	\$ 2,550	\$ 12,150	\$ 5,950	\$ 1,000	\$ 460	\$ 750		\$22,860	\$36,940.00	\$0.00	\$40,140.00	\$63,000.00



M2L ASSOCIATES INC.
8955 Katy Fwy., Suite 300
Houston, Texas 77024
Tel: (713) 722 8897
Fax: (713) 722 8048

Urban Planning
Urban Design
Landscape Architecture

February 5, 2024

Kristen Hennings, P.E.
Senior Project Manager
Quiddity Inc.
6330 West Loop South
Suite 150
Bellaire, TX 77401

RE: JCI02402 - Westcott Roundabout Landscape Architectural Services Proposal

Dear Kristen,

M2L Associates Inc. is pleased to submit the following proposal to provide landscape architectural services for the proposed Westcott Roundabout Landscape Project in Houston, Texas. This AGREEMENT is made by and between M2L Associates Inc. hereinafter referred to as CONSULTANT, and Quiddity Inc. hereinafter referred to as the CLIENT.

The AGREEMENT between the parties consists of the terms and conditions set forth herein. Any changes to this AGREEMENT must be mutually agreed to in writing.

I. SCOPE OF SERVICES

- A. CONSULTANT shall provide Design Consultation for the following items
1. Westcott Roundabout at Wescott Street and Washington Avenue
- B. CONSULTANT shall provide preliminary and final design, construction documentation, and construction observation services, as later described, for the following scope item;
1. Planting plans that identify plant material types, sizes, and locations and layout including soil amendments and temporary staking details.
 2. Tree preservation and details where applicable to City of Houston standards. The CONSULTANT shall conduct a thorough site review of all trees along the medians .
 3. City of Houston Adopt-n-esplanade coordination and submittal.
 4. Coordination with City of Houston Urban Forestry as applicable.
 5. Irrigation system including the location, types, and sizes of irrigation sleeves, mainlines, laterals, valves, quick couplers, irrigation controllers, and point of connections, and miscellaneous irrigation equipment.
 6. Special enhancements to include material types, finishes, colors, textures, and design details for landscape walls, pavements, banding, and miscellaneous design elements.
 7. Roadway curb repair if needed. Extensive curb repair will require civil engineering services which shall be considered Additional Services.



8. Estimate of probable construction costs.
- C. CONSULTANT shall provide the following project and client related services.
1. Obtain and review all available existing site information (provided by CLIENT) and become familiar with the site's landscape opportunities and constraints
 2. Visit and obtain photographic coverage of the project site to get familiar with overall physical site characteristics and the context of the surrounding area.
 3. Meet with the CLIENT to discuss the general design approach
 4. Prepare estimates of probable construction costs.
 5. Coordinate with CLIENT'S other consultants.
 6. Coordinate regulatory agencies reviews including the City of Houston, Adopt-N-Esplanade, Public Works, and Planning.
- D. CLIENT and/or OWNER shall provide the following project and client related services.
1. Site topographic and boundary survey data along if available(If CAD information is not available, the CONSULTANT will utilize aerial information to create a base)

II. PROCEDURE

A. Phase 1 PRELIMINARY DESIGN

After authorization to proceed, the CONSULTANT shall review the existing site conditions. The CONSULTANT will evaluate the potential for landscape development within the Westcott Roundabout. The CONSULTANT will coordinate its design concepts consistent with the CONSULTANTS Statement of Qualifications. The CONSULTANT will prepare landscape concept drawings and/or sketches defining the general concept of the proposed landscaping as outlined in the Scope of Services to refine previously prepared concepts. An estimate of probable construction cost will be prepared.

B. Phase 2 FINAL DESIGN

Upon the CLIENT's approval of the preliminary design plans and estimate of probable construction costs, the CONSULTANT will develop working drawings and technical specifications to construct the CONSULTANT'S Scope of Work. The CONSULTANT shall prepare working drawings and technical specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the Work at the time of preparation. The CONSULTANT shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary estimate of probable construction costs accepted by the OWNER. The CONSULTANT shall assist the CLIENT in preparing bid documents for the



CONSULTANTS scope of work, attend prebid meetings, answer bidder rfi's and assist in selecting a qualified bidder.

C. Phase 3 CONSTRUCTION PHASE SERVICES

After the selection of a qualified contractor the CONSULTANT shall assist the CLIENT in monitoring the construction site and review the progress and quality of the construction related to the CONSULTANT'S scope of work and to determine in general if the construction is proceeding in accordance with CONSULTANT'S design intent and the Construction Documents. On the basis of its observations, the consultant will keep the client informed of the progress of construction. The consultant may recommend to the CLIENT, the rejection of work failing to conform to the Contract Documents.

CONSULTANT shall endeavor to secure compliance by the contractor to the plans and specifications. CONSULTANT shall not be responsible for the construction means, methods, techniques, sequences or procedures in connection with the work and CONSULTANT shall not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the Contract Documents.

The CONSULTANT shall visit the site periodically throughout the construction period or as otherwise stated below to assist the CLIENT. Additional site visits beyond those listed below will be considered Additional Services.

- a) Pre-construction Meeting 1
- b) Construction Site Visits 8
- c) Substantial Completion Walkthrough 1
- d) One-year warranty 1

Additional site visits, beyond those stated above shall be billed as Additional Services and shall be billed on an hourly basis based up the CONSULTANT's normal billing rates. The CONSULTANT shall seek written authorization from the CLIENT prior to conducting Additional Services.

The CONSULTANT shall perform the following Construction Phase Service procedures:

- a) Review landscape submittals, answer RFI's, and review change orders when requested by the CLIENT

III. LANDSCAPE BUDGET ESTIMATES

Based upon the current level of information on the Project, the CONSULTANT'S understanding of the concept direction, the CONSULTANT estimates that the approximate budget for construction of items under the above Scope of Basic Services should be established at \$250,000 as determined by the OWNER.



IV. BILLING AND PAYMENT

The CLIENT shall pay the CONSULTANT a maximum fee as shown below for each project phase. Project Fees for Professional Services shall be bill on an hourly basis for services rendered with backup. Professional Service Fees and Reimbursable Costs shall be submitted to the CLIENT by the CONSULTANT monthly and will be due and payable within thirty (30) days from the receipt of said invoice. If the CLIENT objects to all or any portion of the invoice, the CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid within thirty (30) days of date of invoice.

ITEM	FEE
1. Phase 1: Preliminary Design	\$ 7,500
2. Phase 2: Final Design	\$ 14,000
3. Phase 3: Construction Administration	\$ 5,000
4. <u>Reimbursable expenses</u>	<u>\$ 500</u>
TOTAL PROPOSED FEE	\$ 27,000

Project related reimbursables noted above fees and shall be contingent upon the requirements of the CLIENT's Agreement with the OWNER. The reimbursable cost shall include, but are not limited to printing, mileage, courier.

V. ADDITIONAL SERVICES

The CLIENT shall provide the following information or services as required for the CONSULTANT to perform work. The CONSULTANT assumes no responsibility and shall not be liable for the accuracy of such information or services provided by the CLIENT. The CONSULTANT shall provide the following services with written authorization by the CLIENT. Such services shall be paid for by the CLIENT as additional services. Additional services shall be provided on a time and material basis and shall be billed at the following rate:Additional services include but not limited to the following items:

- (1) Topography and boundary surveys.
- (2) Property legal descriptions.
- (3) Existing site engineering and utility base information.
- (4) Soils, geotechnical, structural, electrical or mechanical engineering services.
- (5) Work, not defined in the scope of services, requested and/or authorized by the CLIENT.
- (6) Additional work performed due to lack of performance, default, insolvency, errors and/or omissions by other consultants retained by the CLIENT and due to no fault of the CONSULTANT.
- (7) Work performed due to delays as a result of CLIENT decisions or other project reasons and due to no fault of the CONSULTANT.
- (8) Tree Survey showing locations and sizes of existing site trees(CONSULTANT will review species and conditions of existing trees)



- (9) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the CLIENT.
- (10) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the CLIENT.
- (11) Grading or cut and fill studies for roads and project areas.
- (12) Fees for approved consultants(other than those specified above)
- (13) Site civil engineering

VI. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination.

VII. SUCCESSOR AND ASSIGNEE

This AGREEMENT shall be binding upon the CLIENT and the CONSULTANT, and upon both parties' successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

VIII. POST CONSTRUCTION MAINTENANCE

THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, AND TECHNIQUES OF THE CONTRACTOR AND/OR OWNER/CLIENT DURING THE REQUIRED MAINTENANCE AND WARRANTY PERIODS OR SUBSEQUENT YEARS AFTER THE COMPLETION OF THE WARRANTY PERIOD.

CLIENT ACKNOWLEDGES AND AGREES THAT PROPER PROJECT MAINTENANCE IS REQUIRED AFTER THE PROJECT IS COMPLETE. A LACK OF OR IMPROPER MAINTENANCE MAY RESULT IN DAMAGE TO PROPERTY OR PERSONS. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT, AS BETWEEN THE PARTIES TO THIS AGREEMENT, THE OWNER IS SOLELY RESPONSIBLE FOR THE RESULTS OF ANY LACK OF OR IMPROPER MAINTENANCE.

IX. INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS CLIENT FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) ARISING OUT OF THE DEATH OR BODILY INJURY TO ANY PERSON OR THE DESTRUCTION OR DAMAGE TO ANY PROPERTY, TO THE EXTENT CAUSED, DURING PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF THE CONSULTANT OR ANYONE FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE,[SUBJECT TO THE LIMITATIONS



SET FORTH IN THE LIMITATION OF LIABILITY ARTICLE OF THIS AGREEMENT].

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, IT OFFICERS, DIRECTORS, PRINCIPALS AND EMPLOYEES, FROM ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR THE CLIENT, CLIENT'S CONTRACTORS, CONSULTANTS OR ANYONE FOR WHOM CLIENT IS LEGALLY RESPONSIBLE.

X. CREDITS AND ACKNOWLEDGMENTS

The CONSULTANT shall be given proper credit and acknowledgments for all services including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the CLIENT or the CLIENT's agent/CLIENT in such media as project identification boards, published articles or promotional brochures, and interviews and press releases to newspapers, professional journals and other similar publications. The CONSULTANT reserves the right to issue press releases, marketing information and utilize public relations services to make public the role of the CONSULTANT on projects which have been made public by the CLIENT

XI. PROFESSIONAL PRACTICE JURISDICTION

In the event that the CLIENT has a complaint and/or grievance against the CONSULTANT and/or its employees during the performance of any of the Services, the Authority shall direct all such complaints to the Texas Board of Architectural Examiners who has jurisdiction over the professional practice of persons registered as landscape architects in Texas. at the Address listed below.

Texas Board of Architectural Examiner
P O Box 12337 Austin, TX 78711
Telephone: 512/305-9000
Fax: 512/305-8900

XII. GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity interpretation and performance of these TERMS. If any of the provisions contained in the AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.

The Parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed by the CLIENT below.

Agreed By and Between:



M2L Associates Inc.

Quiddity Engineers

By: *Michael Mauer*

By: _____

Name: Michael Mauer

Name: _____

Title: Principal

Title: _____

Date: 02/20/2024

Date: _____



Memorial Heights Redevelopment Authority (TIRZ 5)

SCHEDULE OF HOURLY RATES

Effective January 1, 2024

ENGINEERING PERSONNEL

Design Engineer I	\$130
Design Engineer II	\$155
Professional Engineer I	\$180
Professional Engineer II	\$205
Professional Engineer III	\$235
Professional Engineer IV	\$265
Professional Engineer V	\$290
Practice Leader	\$310

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$140
Electrical Design Engineer II	\$165
Electrical Professional Engineer I	\$200
Electrical Professional Engineer II	\$220
Electrical Professional Engineer III	\$260
Electrical Professional Engineer IV	\$280
Electrical Professional Engineer V	\$310

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$130
Construction Manager II	\$150
Construction Manager III	\$175
Construction Manager IV	\$200
Construction Manager V	\$240
Field Project Representative I	\$ 85
Field Project Representative II	\$105
Field Project Representative III	\$125
Specialist Field Project Representative I	\$140
Specialist Field Project Representative II	\$150
Senior Specialist Field Project Representative	\$170

SPECIALIST

Specialist I	\$120
Specialist II	\$150
Specialist III	\$225
Specialist IV	\$260

PLANNING PERSONNEL

Planner I	\$110
Planner II	\$150
Planner III	\$185
Planner Manager	\$265

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 85
CAD II	\$105
CAD III	\$125
Designer I	\$135
Designer II	\$155
Designer III	\$180
GIS I	\$ 100
GIS II	\$140
GIS III	\$170
GIS IV	\$230

SURVEYING PERSONNEL

1-Person Field Crew	\$150
2-Person Field Crew	\$205
3-Person Field Crew	\$250
4-Person Field Crew	\$285
Survey Technician I	\$105
Survey Technician II	\$115
Project Surveyor I	\$110
Project Surveyor II	\$130
Project Surveyor III	\$150
Project Surveyor IV	\$185
Chief of Survey Crews	\$160
Certified Photogrammetrist	\$185
Remote Pilot I	\$ 100
Remote Pilot II	\$135
Remote Pilot III	\$180
Visual Observer	\$ 100
LiDAR Tech	\$110
Aerial Tech	\$ 95
Registered Professional Land Surveyor	\$205
Survey Manager	\$240

OFFICE PERSONNEL

Engineer's Assistant I	\$ 80
Engineer's Assistant II	\$ 90
Engineer's Assistant III	\$ 100
Admin I	\$ 80
Admin II	\$ 100
Admin III	\$130
Accounting Manager	\$135
Corporate/Project Accountant	\$115



Memorial Heights Redevelopment Authority (TIRZ 5)
SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 1, 2024
Subject to Annual Revision

1. Reproduction performed in office

Table with 3 columns: Size, Black & White, Color. Rows include 8 1/2 x 11 (single-sided), 8 1/2 x 11 (double-sided), 8 1/2 x 14, 11 x 17, Large Document Prints/Plots (Bond, Photographic Bond, Mylar), and Aerial Backgrounds.

- 2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
b. Special Rental Equipment: Cost, plus 10%
c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
d. Iron Rods and Pipes: Cost, plus 10%
e. All-Terrain Vehicle (ATV): \$150/day
f. Overnight Stays: \$190/night
g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
h. Sales Tax: To be paid on boundary-related services.
i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Revised
12/12/2023



Waugh Safety Improvements Update

Memorial Heights Redevelopment Authority
Houston Public Works

March 2024

Monthly Discussion Topics

1. Scope – design of new traffic and pedestrian signals at the intersections of Waugh Street at Feagan Street and S. Heights at Feagan Street/Willa Street, curb extensions on existing pavement along Waugh and Heights, and pavement markings.
2. Schedule – 30% Submittal February 13th, 60% Submittal March 25th
3. Estimated Project Cost - \$886,231.

Last Month's Accomplishments

What have we accomplished / been successful at over the last month?

- ✓ Confirmed the schedule with The Goodman Corporation (TGC) – grant coordinator.
- ✓ Received and verified survey and private utility maps from AT&T and CenterPoint.
- ✓ Began 30% design efforts and submitted to TGC and City on February 13th for coordination to submit to TxDOT.
- ✓ Conducted “plans in hand” walk of the project site on March 5th.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Prepare for 60% Submittal to TGC and City on March 25th.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None currently.

External Assistance Required

What assistance are we seeking from outside sources to accomplish our goals?

- ✓ Continued coordination with MHRA and TGC on the expectations of the project and coordination with the project partners.

**INTERLOCAL AGREEMENT
FOR CONSTRUCTION OF HIGHWAY SAFETY IMPROVEMENT PROJECT:
WAUGH DRIVE AND HEIGHTS BOULEVARD SAFETY IMPROVEMENTS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**ARTICLE 1
PARTIES**

This Interlocal Agreement provides for the construction of the Waugh Drive and Heights Boulevard Safety Improvements Project (the “Agreement”) and is effective on the Countersignature Date between the **City of Houston**, a home-rule city of the State of Texas (the “City”), and the **Memorial Heights Redevelopment Authority**, a not-for-profit, local government corporation organized and existing under the laws of the State of Texas (the “Sponsor”). For the purposes of this Agreement, the City and the Sponsor are referred to singularly as “Party” and collectively as “Parties.” This agreement is made pursuant to Chapter 791 of the Texas Government Code. The addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

1.1. Addresses

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

City:

Director
Houston Public Works
City of Houston
P.O. Box 1562
Houston, TX 77251

Sponsor:

President
Memorial Heights Redevelopment Authority
c/o SKLAW
1980 Post Oak Boulevard
Suite 1380
Houston, Texas 77056

The Parties agree as follows:

1.2. Table of Contents

This Agreement consists of the following sections:

	Page No.
ARTICLE 1 PARTIES	1
ARTICLE 2 RECITALS	4
ARTICLE 3 DEFINITIONS	4
ARTICLE 4 PROJECT	5
ARTICLE 5 PROJECT DESIGN, MANAGEMENT AND ADMINISTRATION	5
ARTICLE 6 CITY’S DUTIES	8
ARTICLE 7 DUTIES OF THE SPONSOR	8
ARTICLE 8 TERM & TERMINATION	9
ARTICLE 9 MISCELLANEOUS	9

EXHIBITS

- A- Estimated Project Costs
- B- Advanced Funding Agreement

1.3. Parts Incorporated

The exhibits described above are incorporated into this Agreement.

1.4. Controlling Parts

If a conflict between the sections of this Agreement and the exhibits arises, the sections control over the exhibits.

1.5. Signatures. 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.

**MEMORIAL HEIGHTS
REDEVELOPMENT AUTHORITY**

CITY OF HOUSTON, TEXAS

By: _____
Name: Sherry F. Weesner, PE
Title: President

Mayor

ATTEST/SEAL

City Secretary

APPROVED

Director, Houston Public Works

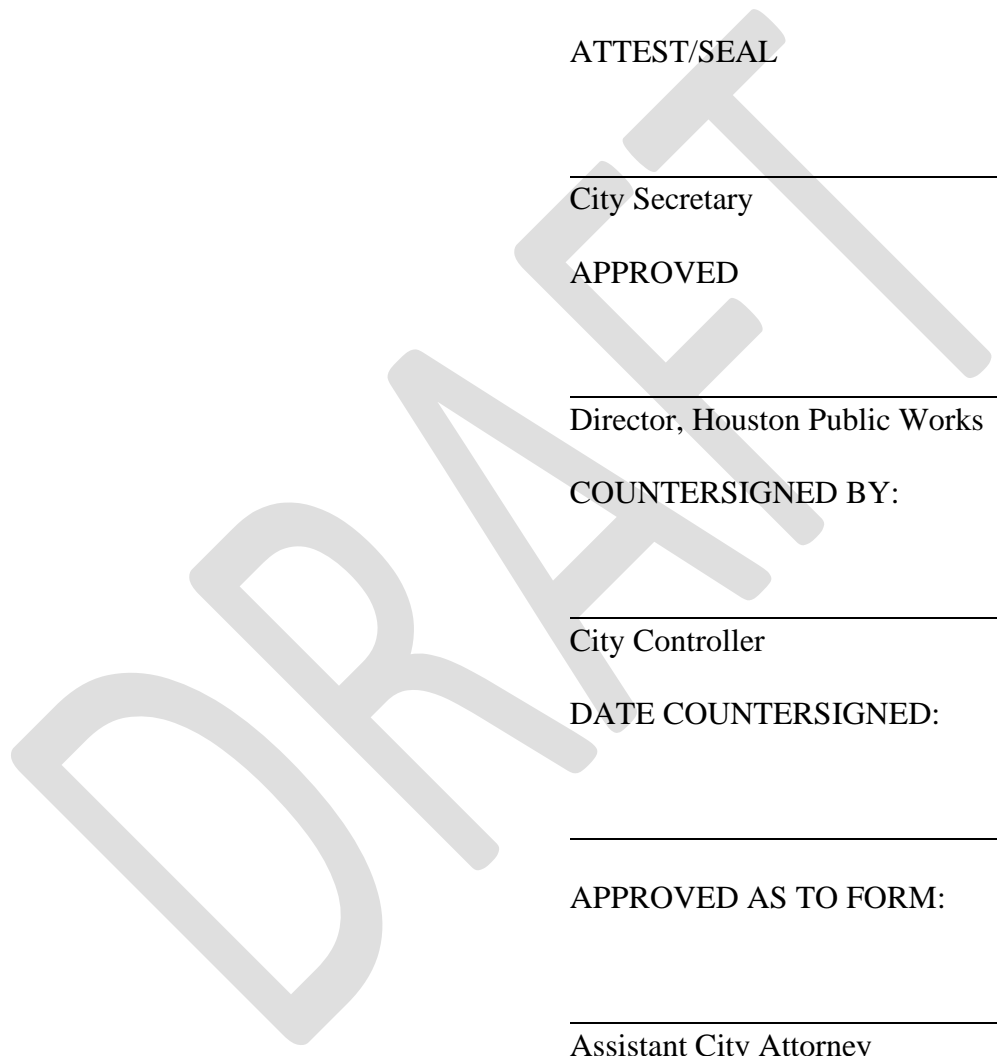
COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Assistant City Attorney
L.D. File No. _____



ARTICLE 2
RECITALS

- 2.1. Local governments are authorized to contract to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested.
- 2.2. The Sponsor and the City have an interest in collaborating on the project, which is funded by an Off-System Highway Safety Improvement Project Grant through the Texas Department of Transportation.
- 2.3. The maximum federal amount allowed by the Grant is \$818,329 and any additional costs above this amount required to complete the Project will be provided by the Sponsor.
- 2.4. The Parties agree that the respective rights, duties, and obligations regarding this Project are as specified in this Agreement.

ARTICLE 3
DEFINITIONS

- 3.1. All terms used in this Agreement shall have the meanings given herein, unless otherwise specified.
- 3.1.1. “Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and the Sponsor.
- 3.1.2. “Sponsor” is defined in the preamble of this Agreement and includes its successors and assigns.
- 3.1.3. “Sponsor Funding” means those costs to be paid by the Sponsor, as detailed in Section 5.5 and included as Exhibit A.
- 3.1.4. “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 3.1.5. “Construction Design Services” means reviewing all pay requests and change orders and shall review shop drawings and submittals for compliance with the construction documents, review and respond to Project Design questions from the contractor and provide Project Design guidance when unforeseen field conditions exist, among other design related responsibilities.
- 3.1.6. “Construction Management” means day to day oversight of the construction project and contractor to provide effective management of the project’s schedule, cost, quality, safety, scope, and function, including the provision of the testing of concrete and other construction materials to ensure adherence to Project specifications.
- 3.1.7. “Department” means the City of Houston’s Houston Public Works.

- 3.1.8. “Director” means the Director of Houston Public Works, or his or her designee.
- 3.1.9. “Effective Date” means the date shown as the date on the countersignature on the signature page of this Agreement.
- 3.1.10. “Grant” means the Off-System Highway Improvement Project funding provided to the Project by the Texas Department of Transportation, further enumerated in Exhibit B.
- 3.1.11. “Party” or “Parties” means the City or the Sponsor, individually or collectively as indicated in the context in which it appears.
- 3.1.12. “President” means the President, Chief Executive Officer, or Executive Director for the Sponsor, or their designee.
- 3.1.13. “Project” means the Project defined Section 4.1.
- 3.1.14. “Project Costs” means those estimated costs for the construction of the Project as set forth on Exhibit A attached hereto and incorporated herein for all purposes.
- 3.1.15. “Project Coordinator” is defined in Section 5.1 of this Agreement.
- 3.1.16. “Project Design” is defined in Section 5.1 of this Agreement.
- 3.1.17. “Term” means the period of time described in Article 8, Section 8.1, during which this Agreement is in effect.

ARTICLE 4 **PROJECT**

4.1. Project.

4.1.1. The Project consists of multimodal safety improvements along Heights Boulevard, Waugh Drive, and Feagan Street from approximately Washington Avenue to Spotts Park. The Project description is further enumerated in Exhibit B.

ARTICLE 5 **PROJECT DESIGN, MANAGEMENT AND ADMINISTRATION**

5.1. Project Coordination.

5.1.1. If the City chooses to include Projects from more than one sponsor to be packaged together for construction, the City will designate one sponsor as the Project Coordinator. If designated, the Project Coordinator is the entity that will lead overall project coordination between the City, all applicable sponsors, the Texas Department of Transportation, and any other entities involved the implementation of the project, as it relates to assembling and combining multiple project plan sets, coordinating all grant related approvals (environmental and otherwise) and coordinating the Project Design

process. The Project Coordinator and the other sponsors will independently determine roles, responsibilities, and costs associated with this activity. If a Project Coordinator is not designated, references to the Project Coordinator herein shall mean the Sponsor.

5.2. Project Design.

5.2.1. The Sponsor shall prepare or cause to be prepared design plans for the Project that conform to City's most current design and engineering standards (the "Project Design"). The Project Design shall be submitted to the City for review and approval, as required by the City and to the Texas Department of Transportation, as required. The Sponsor shall provide Construction Design Services for the Project and will authorize one or more consultants to act as administrator of this service, to review all pay requests and change orders to the Construction Design Services, to review shop drawings and submittals for compliance with the construction documents, to review and respond to Project Design questions from the contractor, and to provide Project Design guidance when unforeseen field conditions arise or exist.

5.2.2. The City will utilize the Project Design to prepare a bid package, consistent with all project funding sources, and advertise for and receive bids for the construction of the Project based upon the Project Design documents approved by the City. Upon receipt and tabulation of all bids, the City, in conference and agreement with the Sponsor, will determine the lowest responsive and responsible bidder for the Project in accordance with applicable laws, ordinances, and requirements of the funding sources for the project. The City shall execute all bid documents, contracts, insurance agreements, bonds and other such documents as required by law to facilitate the construction of the Project.

5.3. Construction Management.

5.3.1. The City as part of their salary recovery, shall be responsible for Construction Management and materials testing services for the Project. The Project Coordinator shall jointly confer and select a contractor to perform the Construction Management and materials testing services from the City's list of competitively procured vendors.

5.3.2. The City shall regularly report on the progress of the construction work to the Sponsor at intervals and in a format agreed to by the parties. Project management meetings shall occur not less than monthly.

5.3.3. Sponsor representatives shall be invited to all Project progress meetings and be allowed access to the Project site at all times.

5.3.4. The Parties agree to timely respond to all issues that arise and agree to address responses within one (1) week of receipt, absent other regulatory factors or processes that make responses within one (1) week of receipt unreasonable.

5.3.5. The City shall act as overall Project manager and will coordinate, as needed, with TxDOT for all Project reviews, notices, filings and approvals. The City shall act as the

manager for the grant funding and shall be responsible for compliance with all grant requirements. The Sponsor shall be provided reasonable access to records and participation in decisions involving management of the grant and its requirements.

5.4. Change Order Approval

5.4.1. If during the construction a change order is necessary, the Director shall immediately notify the Project Coordinator.

5.4.2. If the change order affects the Project, the Director and the Project Coordinator shall seek to reach mutual agreement within a reasonable period of time on the need and the cost of the proposed change order.

5.4.3. The Sponsor will only be financially responsible for costs of change orders that are approved by the Director and the Project Coordinator, related to the Project.

5.4.4. When considering a change order, the parties shall perform an independent cost analysis and determine whether to seek additional funding from available resources.

5.5. Acceptance of Work

5.5.1. The Parties shall meet and determine that the Project or a portion thereof be designated as substantially complete.

5.5.2. Upon acceptance of the recommendation that the entire Project is substantially complete, the Parties shall determine a list of outstanding items still to be completed or reviewed.

5.5.3. Upon completion of the outstanding items, the Parties shall meet to determine if all work is completed in accordance with the Project plans and specifications and designate the Project finally complete.

5.6. Project Costs

5.6.1. The Sponsor Funding, which is included and outlined in Exhibit A, shall include the costs for: (i) TxDOT's salary recovery (the "TxDOT Fee"), established within the Advanced Funding Agreement between TxDOT and the City (the "AFA"), a copy of which is attached as Exhibit B; (ii) the City's salary recovery, in the amount of 10% of the executed and accepted construction contract; (iii) any difference between the grant and the agreed upon price of the low, responsive, and responsible bidder, subject to 5.5.2 below; and (iv) costs of change orders, subject to the terms of 5.3 above.

5.6.2. Any Project Costs in excess of the amount included on Exhibit A allocated for the Project, shall be covered by the Sponsor.

5.6.3. The City will confer and seek approval from the Sponsor prior to taking action on matters which impact the Sponsor's Funding amount, including actions related to TxDOT agreements, project scope changes, plans reviews, as well as project-related contract

awards and modifications to the extent that the Sponsor is the non-federal financial partner in such contracts.

5.7. Insurance and Bonds

5.7.1. The City shall require that the construction contractor's insurance policies (and any subcontractors' policies) name the Sponsor, its officers, agents, and employees, and the Project Coordinator, if designated, as Additional Insureds, in the amounts required by the contract documents. All such insurance policies, with the exception of Workers' Compensation, shall be in such amounts as determined by the City.

5.7.2. The City shall require that the construction contractor submit a good and sufficient statutory payment and performance bonds in the amount of the contract for the construction of the Project, conditioned upon the construction contractor's full and timely performance of the contract.

ARTICLE 6 **CITY'S DUTIES**

6.1. Approval Authority. The City shall review and approve the Project Design plans, produced by the Sponsor's design professional.

6.2. Grant Compliance. The City is responsible for compliance with all grant requirements and deficiencies determined by TxDOT or FWHA. The grant funding, and additional Project Costs provided by the Sponsor shall be used by the City for the specific Project they are allocated for on Exhibit A, and not for any other purpose.

6.3. Maintenance and Operation. Upon completion and acceptance by the City of the Project, the City shall assume the maintenance and operation obligations for all standard improvements within the City's right-of-way.

ARTICLE 7 **DUTIES OF THE SPONSOR**

7.1. Grant Compliance Support. In support of the City's obligation to comply with the grant's requirements, the Sponsor agrees to provide to the City items and information for which the Sponsor is responsible.

7.2. Payments by Sponsor. The Sponsor agrees to pay the City the Sponsor Funding as follows:

- a. Payment of one hundred percent (100%) of Sponsor Funding, as outlined in Exhibit A, which shall include the TxDOT Fee, within 45 days of the City issuing Notice of Intent to Award a Contract for the Project; and
- b. Payment of any Sponsor Funding due to change orders during construction within 45 days of Notice from the City at project completion and acceptance, subject to the terms and provisions of Section 5.4.

ARTICLE 8
TERM & TERMINATION

8.1. Term. This Agreement is effective on the Effective Date and remains in effect until December 31, 2030, or upon completion of the Project, whichever is sooner, unless terminated in accordance with this Agreement.

8.2. Termination. The City or Sponsor may terminate the Agreement, with or without cause, any time prior to the award of bid for the construction of the Project, by written notice to the other Party. In any event, this Agreement terminates upon completion of the Project and its acceptance by both Parties.

ARTICLE 9
MISCELLANEOUS

9.1. 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.

9.2. No Additional Waiver Implied. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the Director, or by any other employee or agent of the City, of any part of the Sponsor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

9.3. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City and the Sponsor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

9.4. Agreement Not for Benefit of Third Parties. This Agreement is not intended to benefit any party other than the Parties to this Agreement or to impose any duty upon the City or the Sponsor toward any person or entity not a party hereto. This Section does not impact the designation and actions of a Project Coordinator, if designated.

9.5. Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the Project.

9.6. Assignment. Neither Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party hereto.

9.7. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered on the earlier of the following dates: 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 herein above or at such other address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

9.8. Legal Construction. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices the other Party.

9.9. Joint Enterprise. This Agreement is not intended to and shall not create a joint enterprise between the City and the Sponsor. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint venturers or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.

9.10. Approvals. The Sponsor and the City may designate one or more officials from time to time to make any approvals or decisions required under this Agreement.

9.11. Independent Contractor. The Sponsor and the Project Coordinator, if designated, are independent contractors and shall perform the services provided for in this Agreement in that capacity.

The City has no control or supervisory powers over the manner or method of the Sponsor's performance under this Agreement. All personnel the Sponsor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. The Sponsor is solely responsible for the compensation of its personnel, if any, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage. Likewise, the City is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The Sponsor has no control or supervisory powers over the manner or method of the City's performance under this Agreement. All personnel the City uses or provides are its employees or subcontractors and not the Sponsor's employees, agents, or subcontractors for any purpose whatsoever. The City is solely responsible for the compensation of its personnel, if any, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

9.12. Governing Law and Venue. This Agreement 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 Agreement shall lie exclusively in Harris County, Texas.

9.13. Inspections and Audits. Each Party's representatives may perform, or have performed, (1) audits of the books and records, and billing documents which are directly related to performance or payment under this Agreement, and (2) inspections of all places where work is undertaken in connection with this Agreement. The Parties shall keep its books and records available for this purpose for at least four years after this Agreement terminates, or longer if required by the Grant. This provision does not affect the applicable statute of limitations.

9.14. Enforcement. The City Attorney, or his or her designee, shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. The Sponsor shall

provide to the City Attorney all documents and records that the City Attorney deems necessary to assist in determining compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation. Likewise, the City covenants to provide the Sponsor all documents and records that the Sponsor deems necessary to assist in determining compliance with this Agreement.

9.15. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against either Party on the basis that the Party did or did not write it.

9.16. Survival. Each Party remains obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

9.17. Successors and Assigns. 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 either Party.

9.18. Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative or all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

9.19. 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.

[The rest of this page has been intentionally left blank]

Exhibit A

Project Costs

TxDOT Salary Recovery Costs	TBD, per AFA
City's Salary Recovery Cost	10% of executed and accepted construction contract
Federal Funding Allocated to Project	\$818,329
Estimated Local Share Contribution	\$0

DRAFT

Exhibit B

Advanced Funding Agreement

DRAFT

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0535

The Goodman Corporation Work Authorization No. 17 – Project Coordination and Grant Management Support for HSIP FY2024 Project

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the areas of grant management, NEPA, and compliance services relative to the intersection improvements at Waugh and Heights at Feagan Street.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$116,175. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by December 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 22, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

**Project Coordination and Grant Management Support for HSIP FY2024 Project
for
Memorial Height Redevelopment Authority (TIRZ No. 5)**

February 2024

The Goodman Corporation (TGC) is pleased to submit this proposal to provide Project Coordination and Grant Management Support Services associated with the HSIP FY2024 Grant provided by the Texas Department of Transportation (TxDOT).

Memorial Height Redevelopment Authority (TIRZ No. 5, MHRA) reached an agreement with the City of Houston (the City / COH) to act as the project coordinator on behalf of the City and will manage three different projects which will be combined as one project for the funding purposes and will be let by the City as one project. The following list shows the three projects and their respective project sponsors.

- TIRZ 5 - Waugh Dr/Heights Blvd Targeted Safety Improvements
- Energy Corridor - North Eldridge Parkway
- GSEMD - Brays Bayou Intersection Improvements

The intention is for TGC to hold a contract with MHRA to deliver these services; MHRA will invoice the participants for their share of fees.

The Goodman Corporation (TGC) will support MHRA's role as project coordinator by performing the following tasks:

- Collect and combine design documents for all three projects into a single package for review submittals and final TxDOT approval and consolidation within HPW bid package.
- Coordinate a design kick-off meeting with TxDOT, City and design teams and other subsequent meetings at 30%, 60% and 95% design review submittals
- Coordinate with design teams for the City (through HPW Interagency) and TxDOT review and resolution of comments related to overall HSIP project (note: EORs are responsible for individual project plan approval)
- Support Advance Funding Agreements (AFA) between the City and TxDOT by providing necessary documentations from the project sponsors
- Develop an interlocal agreement template for use by all sponsors
- Coordinate with design team and provide supporting documents required for project approval, bidding phase and construction phase
- Develop bid phase documentation inclusive of the project manual for the project letting process

TGC's responsibilities and deliverables for each stage of the project are described in detail as follows:

Task 1: Grant Coordination and Management

- Coordinate with TxDOT, the City and MHRA for AFA; coordinate review by all parties
- Coordinate and draft initial framework agreements.
- Coordinate with the City and TxDOT on project management, coordination, and related process
- Coordinate with project sponsors and the City on the development of a template interlocal agreement
- Provide documentation related to grant reporting and close-out activities as necessary
- Complete project financial close-out audit; coordinate with project sponsors

Deliverables:

- Monthly progress reports
- Development of draft ILA between parties and COH
- Development of draft MOU between parties
- Draft write-up for project management agreement among project sponsors
- Maintain and share project financial close-out documents

Task 2: Project Plan Review and Approval Phase

- Coordinate with TxDOT, COH and MHRA to determine the project process, design standards and schedule
- Setup and conduct a project kickoff meeting with TxDOT, City, MHRA and the design teams
- Setup and conduct bi-weekly meetings with design teams and project sponsors as needed
- Coordinate with design teams for sheet setup, title block, design standards etc.
- Create additional sheets for combining all three projects, such as cover sheets (TxDOT and City), general note sheets, index sheets, standard detail sheets, etc.
- Coordinate with design teams and provide supporting documents required for project approval, bidding phase and construction phase

Excluded from Scope:

- Utility map request and utility signature coordination shall be performed by individual project design team
- Construction plan approval from agencies other than TxDOT, such as HPW Interagency, Harris County Flood Control District (HCFCD), county, etc., shall be performed by individual project design team
- Design review comment resolution by individual design engineer of record
- Plan preparation, signing and sealing by individual design engineer of record
- Technical report and calculations shall be provided by the individual project design team
- TDLR coordination for plan review

Deliverables:

- i. Combined plan submittal (60%, 90%, and 100%) for the COH and TxDOT approval
- ii. Coordination, facilitation, agendas, and minutes for project coordination meetings with COH and TxDOT
- iii. Project cost estimate aggregation in TxDOT and COH formats

- iv. Project manual and technical specifications
- v. Miscellaneous forms and documents for combined project required for TxDOT processes

Task 3: Bid Phase Services (Limited)

- Prepare front end documents (Division 0) for the project manual
- Prepare TxDOT paperwork and other federal grant compliance documentation with the City Capital Projects team
- Collect and combine technical specifications for all projects and complete the project manual
- Coordinate with design teams and the City to respond to RFIs from the bidders as necessary
- Coordinate with TxDOT, the City and MHRA to prepare required documentation for bid publication
- Conduct pre-bid meeting
- Support the City for bid evaluation and bid tab preparation
- Verify code compliance of the received bid documents
- Support the City to perform compliance checks for the lowest bidder and recommend for award

Excluded from Scope:

- Bid shall be published by the City of Houston Public Works (HPW)
- Construction contract shall be awarded by HPW

Deliverables:

- Project manual including front end and technical specifications
- Completion of TxDOT paperwork and compliance documentation on behalf of COH
- Responses to the RFIs from prospective bidders
- Draft write-up for bid publication
- Pre-bid meeting minutes
- Bid tab summary
- Documentation required for code compliance for low bidder
- Recommendation letter for construction contract award

Task 4: Construction Phase Services (Limited)

- Coordinate and perform construction kickoff meeting
- Perform bi-weekly meeting to track construction progress
- Coordinate with design teams and the City to coordinate response to RFIs from the contractor
- Coordinate with the City for pay application submittal and approval
- Coordinate for substantial completion walk through, punch list and completion of punch list items
- Coordinate for the City's site visit for project inspection and approval
- Collect as-built plans and/or redline markups from the individual design teams and combine for the City submittal

Excluded from Scope

- Day to day construction management and quality control
- Utility coordination for removal and/or relocation of utilities
- Material testing shall be performed by a geotechnical sub-consultant under HPW
- Shop drawing and material compliance review and approval by design engineer of record
- TDLR coordination for project inspection and approval by design engineer of record
- As-built survey

Deliverables:

- Meeting minutes
- Approved contractor's pay application
- RFI responses
- Project approval documentation
- As-built plan and/or redline markups by contractor indicating changes to approved plans per construction

Task 5: National Environmental Policy Act - MHRA**Task 5A: Scope Determination**

TGC will coordinate, prepare for, and facilitate a scoping meeting with TxDOT staff to discuss the details of the project and determine the appropriate technical report submittals.

Task 5B: Natural Resources Assessment (species/habitat)

This technical report is required for all TxDOT projects. This submittal will include:

- Completed Species Analysis Form and Species Spreadsheet
- Species occurrence maps with 1.5-, five-, and ten-mile buffers
- Habitat maps for the direct area of ground disturbance, 1.5-, and 10-mile buffers
- Spreadsheet with habitat acreage for the direct area of ground disturbance and 1.5-mile buffer
- Harris County Endangered Species Report
- U.S. Fish and Wildlife Service IPaC report

Task 5C: 4F / Parks Documentation:

Provide language for the ECOS system which clarifies that the project does not have any impact to adjacent parkland.

Task 5D: Notice and Opportunity to Comment (NOC) Process

The TxDOT template will be modified based on the project scope and sent out to the affected property owners per TxDOT criteria. Comments will be solicited and addressed in a comment response matrix. This process includes correspondence with elected officials and the owners of parkland (the City of Houston).

Task 6: National Environmental Policy Act - ECD

Task 6A: Scope Determination

TGC will coordinate, prepare for, and facilitate a scoping meeting with TxDOT staff to discuss the details of the project and determine the appropriate technical report submittals.

Task 6B: Natural Resources Assessment (species/habitat)

This technical report is required for all TxDOT projects. This submittal will include:

- Completed Species Analysis Form and Species Spreadsheet
- Species occurrence maps with 1.5-, five-, and ten-mile buffers
- Habitat maps for the direct area of ground disturbance, 1.5-, and 10-mile buffers
- Spreadsheet with habitat acreage for the direct area of ground disturbance and 1.5-mile buffer
- Harris County Endangered Species Report
- U.S. Fish and Wildlife Service IPaC report

Task 6C: Historic Project Coordination Request (PCR)

This document evaluates the historic resources that may be impacted by the project. This submittal will include:

- Project Coordination Request for Historical Studies Project Technical Report
- Submittal to the State Historic Preservation Office (SHPO) for concurrence
- TxDOT Historic Resources of Texas Aggregator Map
- Map of historic resources
- Map with Area of Potential Effect (APE)

If additional documentation is required (for example, an Historic Resources Survey Report or further coordination with SHPO), that work will be included under a future and additional task/scope.

Task 7: National Environmental Policy Act - GSEMD

Task 7A: Scope Determination

TGC will coordinate, prepare for, and facilitate a scoping meeting with TxDOT staff to discuss the details of the project and determine the appropriate technical report submittals.

Task 7B: Natural Resources Assessment (species/habitat)

This technical report is required for all TxDOT projects. This submittal will include:

- Completed Species Analysis Form and Species Spreadsheet
- Species occurrence maps with 1.5-, five-, and ten-mile buffers
- Habitat maps for the direct area of ground disturbance, 1.5-, and 10-mile buffers
- Spreadsheet with habitat acreage for the direct area of ground disturbance and 1.5-mile buffer

- Harris County Endangered Species Report
- U.S. Fish and Wildlife Service IPaC report

Task 7C: Surface Water Analysis

This submittal will include:

- Surface Water Technical Report
- Floodplain and wetlands maps

If additional documentation is required (for example, a wetland and/or streams delineation report, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation report, Section 404/10 impacts table, or Coast Guard permitting), that work will be included under a future and additional task/scope.

Task 7D: Notice and Opportunity to Comment (NOC) Process

The TxDOT template will be modified based on the project scope and sent out to the affected property owners per TxDOT criteria. Comments will be solicited and addressed in a comment response matrix. This process includes correspondence with elected officials and the owners of parkland (the City of Houston).

Excluded from Scope:

- If additional documentation is required (for example, a wetland and/or streams delineation report, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation report, Section 404/10 impacts table, or Coast Guard permitting), that work will be included under a separate task/scope.

Project Budget

Task 1 – 4 apply to all three projects evenly. Task 5, 6, and 7 are allocated proportionally to the applicable projects per the budget tables below.

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs as provided in the tables below.

Table 1: Budget Overview

Task	Description	Cost
1	Grant Coordination and Management	\$10,901
2	Project Plan Review and Approval Phase	\$23,922
3	Bid Phase Services	\$28,432
4	Construction Phase Services (Limited)	\$31,329
5	NEPA - MHRA	\$8,161
6	NEPA - ECD	\$5,270
7	NEPA - GSEMD	\$8,161
	Total Authorized	\$116,175

Table 2: Participation Contributions

Task	MHRA	ECD	GSEMD	Totals
1	\$3,634	\$3,634	\$3,634	\$10,901
2	\$7,974	\$7,974	\$7,974	\$23,922
3	\$9,477	\$9,477	\$9,477	\$28,432
4	\$10,443	\$10,443	\$10,443	\$31,329
5	\$8,161	-	-	\$8,161
6	-	\$5,270	-	\$5,270
7	-	-	\$8,161	\$8,161
Totals	\$39,688	\$36,798	\$39,688	\$116,175

Level of Effort

Table 3: Level of Effort

Project Coordination and Grant Management Support for HSIP FY2024 Project										
Category	Category Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	General	Totals
		Grant Coordination and Management	Project Plan Review and Approval Phase	Bid Phase Services	Construction Phase Services	NEPA - MHRA	NEPA - ECD	NEPA - GSEMD	ODC	
Admin I	\$92.55									
Associate I	\$119.16									
Associate II	\$119.16		16							\$1,907
Associate III	\$142.99									
Senior Associate I	\$138.83									
Senior Associate II	\$161.97	6	20	40		39	27	39		\$28,760
Senior Associate III	\$190.66			40	40					\$14,191
Principal I	\$195.90		20			1	1	1		\$4,212
Principal II	\$246.27				12					\$2,955
Principal III	\$269.95	20	16	16	12	2	1	2		\$20,223
Principal Engineer	\$254.21	16	40	40	62	1	1	1		\$40,928
Staff Hours By Task		42	112	136	126	42	29	42	529	\$113,175
Other Direct Expenses										
TDLR Registration										
TDLR Plan Review										
TDLR Inspection & Approval										
Mileage & Printing										
Totals		\$10,901	\$23,922	\$28,432	\$31,329	\$8,161	\$5,270	\$8,161		\$116,175

MEMORANDUM OF UNDERSTANDING

Roadway Safety Improvements Coordination

The purpose of this Memorandum of Understanding (“MOU”) is to set forth the intent and concurrence of the Greater Southeast Management District (“GSEMD”), the Energy Corridor District (“ECD”), and the Memorial-Heights Redevelopment Authority (“MHRA”) (hereinafter collectively referred to as “Parties” or individually as “Party”) to coordinate and work together towards the design and implementation of the roadway safety projects which are, inclusive of project delivery schedule, described in Exhibit A to this MOU. The projects are, in part, funded via the Texas Department of Transportation (“TxDOT”) Highway Safety Improvement Program (“HSIP”) and are required by TxDOT to be bundled as a single undertaking. The projects will be implemented by the City of Houston (“City”) via a combined third-party construction contract and pursuant to the terms of separate agreements with each Party. This MOU sets forth the mutual understanding and agreement between GSEMD, ECD, and MHRA regarding roles and responsibilities in relation to the coordination and delivery of the combined and bundled projects.

I. PARTIES

- A. **Greater Southeast Management District.** The principal contact at GSEMD for purposes of receiving communications, facilitating approvals, and negotiating related agreements is Nikki Knight at nknight@houstonse.org (or GSEMD designee).
- B. **Energy Corridor District.** The principal contact at ECD for purposes of receiving communications, facilitating approvals, and negotiating related agreements is Mike Jackson at mjackson@energycorridor.org (or ECD designee).
- C. **Memorial-Heights Redevelopment Authority.** The principal contact at MHRA for the purposes of receiving communications, facilitating approvals, and negotiating related agreements is Sherry Weesner at sherry@memorialheightstirz5.com (or MHRA designee).

II. MHRA RESPONSIBILITIES

- A. MHRA has been awarded HSIP funds by TxDOT and is working through an interlocal agreement with the City for its component project delivery. MHRA

responsibilities in this regard are:

- (i) Causing the completion of plans, specifications, and estimates for its component HSIP projects, as identified and per the schedule in Exhibit A;
- (ii) Finalizing an interlocal agreement with the City relating to local share and other cost contributions towards its component HSIP projects; and
- (iii) Providing its applicable share of project related costs for coordination activities per Table 2: Participant Contributions as delineated in Exhibit B; and, should additional project costs arise, providing its applicable share within 45-days of certification and invoicing by The Goodman Corporation (“TGC”).

B. MHRA will also be designated by the City as the lead agency for communication and coordination purposes for delivery of all component projects of the Parties as a combined and bundled undertaking. These responsibilities of MHRA will be fulfilled by TGC pursuant to a contract with MHRA substantially in the form contained in Exhibit B to this MOU. The Parties hereby acknowledge and concur with the terms and conditions of the TGC contract and authorize MHRA to enter into the TGC contract. Any amendment to the TGC contract will be presented to the ECD and the GSEMD for prior consent and approval. Specific MHRA responsibilities, to be undertaken pursuant to the TGC contract, are:

- (i) Serving as a single point of contact as it relates to the combined projects for TxDOT and the City;
- (ii) Coordinating a design kick-off meeting with TxDOT and lead all other TxDOT coordination in consultation with the City;
- (iii) Developing project schedule timelines in consultation with the City and TxDOT;
- (iv) Developing project templates for sheet setup, title blocks, and design standards for the plan sets for all individual engineers of record to use;
- (v) Collecting all project designs into a single package for review submittals and for final design approval by TxDOT;
- (vi) Securing National Environmental Policy Act approvals for all projects;
- (vii) Supporting the City in its execution of an Advance Funding Agreement with TxDOT;
- (viii) If necessary, developing additional interlocal agreement templates for use between the Parties and the City;
- (ix) Developing bid phase documentation, for the City, inclusive of all

- projects, to include all TxDOT and federal compliance documentation;
- (x) Coordinating RFIs, walkthroughs, and pay application approvals between the City and individual engineers of record;
 - (xi) Collecting as-built plans and/or redline markups from the individual design teams and combine for City submittal; and
 - (xii) Completing all other activities as identified in the TGC scope of work included in Exhibit B.

III. GSEMD RESPONSIBILITIES

A. GSEMD has been awarded funds by TxDOT and is working through an interlocal agreement with the City for project delivery. GSEMD responsibilities are:

- (i) Causing the completion of plans, specifications, and estimates for its component HSIP projects, as identified and per the schedule in Exhibit A;
- (ii) Finalizing an interlocal agreement with the City relating to local share and other cost contributions towards its component HSIP projects;
- (iii) Paying to MHRA, no later than March 31, 2024, the applicable share of project related costs for coordination activities per Table 2: Participant Contributions as delineated in Exhibit B; and, should additional project costs arise, paying its applicable share within 45-days of certification and invoicing by TGC, subject to approval by GSEMD; and
- (iv) Paying to MHRA, no later than March 31, 2024, an additional \$7,500 coordination fee for administrative and document preparation expenses associated with acting as the lead agency.

B. GSEMD acknowledges that the foregoing payments are nonrefundable.

IV. ECD RESPONSIBILITIES

A. ECD has been awarded funds by TxDOT and is working through an interlocal agreement with the City for project delivery. ECD responsibilities are:

- (i) Causing the completion of plans, specifications, and estimates for its component HSIP projects, as identified and per the schedule in Exhibit A;
- (ii) Finalizing an interlocal agreement with the City relating to local share

and other cost contributions towards its component HSIP projects;

- (iii) Paying to MHRA, no later than March 31, 2024, the applicable share of project related costs for coordination activities per Table 2: Participant Contributions as delineated in Exhibit B; and, should additional project costs arise, paying its applicable share within 45-days of certification and invoicing by TGC, subject to approval by ECD; and
- (iv) Paying to MHRA, no later than March 31, 2024, an additional \$7,500 coordination fee for administrative and document preparation expenses associated with acting as the lead agency.

B. ECD acknowledges that the foregoing payments are nonrefundable.

V. MISCELLANEOUS PROVISIONS

- A. **Term.** This MOU commences on the effective date and terminates when: (i) the required coordination for the project deliveries has been completed as certified by TGC; or (ii) the underlying interlocal agreements by the Parties with the City are terminated. This MOU automatically terminates should any Party fail to make the payments to MHRA in the full amounts and by the dates specified herein.
- B. **No Joint Enterprise.** This MOU is not intended to and shall not create a joint enterprise or partnership of any kind. It is understood and agreed by the Parties that the personnel of one Party shall not be considered employees, agents, partners, joint venturers, or servants of another Party. The Parties are undertaking specified governmental functions under this MOU and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this MOU shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.
- C. **No Liability.** The Parties acknowledge that this MOU serves solely to specify the actions required in coordinating and delivering a combined and bundled project package consisting of the individual component projects of each Party. The Parties further acknowledge that each Party remains solely responsible for its individual component projects, including the design, construction, and acceptance thereof. **NO PARTY SHALL HAVE LIABILITY TO ANOTHER PARTY FOR ANY ACTION UNDERTAKEN PURSUANT TO THIS MOU, INCLUDING, WITHOUT LIMITATION, MHRA'S ACTIONS AS LEAD AGENCY IN COMMUNICATING AND COORDINATING ON BEHALF OF THE PARTIES WITH THE CITY, TXDOT, OR ANY OTHER ENTITY**

OR GOVERNMENT AGENCY. THIS MOU PROVIDES NO WARRANTIES OR GUARANTEES OF ANY KIND.

- D. **Notices**. Any notice, demand, or other communication which may be desired or required pursuant to this MOU shall be in writing and shall be deemed given if and when personally delivered, or upon delivery if sent by email with a confirmation of receipt at the addresses set forth in Section I.
- E. **Governing Law and Venue**. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute relating in any way to this MOU shall lie exclusively in Harris County, Texas.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this MOU and it shall become effective on this ____ day of _____, 2024.

**MEMORIAL-HEIGHTS REDEVELOPMENT
AUTHORITY**

Sherry Weesner, President

**GREATER SOUTHEAST MANAGEMENT
DISTRICT**

Brian Smith, Board Chair

ENERGY CORRIDOR DISTRICT

David Hightower, Board Chair

Acknowledged By The CITY OF HOUSTON:

Chief Development Officer

EXHIBIT A

Schedule:

30% (meeting only) middle of Feb 2024

60% (submittal) middle of April 2024

95% (submittal) end of May 2024

100% (submittal) to COH Letting Management middle of June 2024

Advertising middle of July 2024

Letting beginning of August 2024

MHRA Component Project Scope:

Signalization of Feagan & Waugh and Feagan & S. Waugh, additional and modified pavement markings, modifying present lane configuration along S. Waugh, extended medians on S Heights Blvd on either side of new signalized intersection, add curb extension barrier around closed southbound lane and improve channelizing lines at on/off ramps to Heights & Memorial.

GSEMD Component Project Scope:

Improvements along Brays Bayou, 10-ft wide sidewalk adjacent to HEB @ N MacGregor Way and Brays Bayou trail, cross walk improvements @ N MacGregor Way and SH 288, intersection improvements @ Ardmore St and Brays Bayou Greenway/N MacGregor Way, stop bar and signage in advance of the pedestrian crossing on N MacGregor Way, 10-ft wide bicycle green striping on Rio Vista St and S MacGregor Way, new crossing connection at S MacGregor Way and Cullen Blvd with green bicycle striping.

ECD Component Project Scope:

Work within existing City ROW, removing 1 of 2 left turn lanes facing S. on Eldridge, replacing span wire with mast arms, expanding medians on both north and south sides of the intersection on North Eldridge and North Dairy Ashford/Park Row.

EXHIBIT B

See The Goodman Corporation Documentation Attached

DRAFT

**Project Coordination and Grant Management Support for HSIP FY2024 Project
for
Memorial Height Redevelopment Authority (TIRZ No. 5)**

February 2024

The Goodman Corporation (TGC) is pleased to submit this proposal to provide Project Coordination and Grant Management Support Services associated with the HSIP FY2024 Grant provided by the Texas Department of Transportation (TxDOT).

Memorial Height Redevelopment Authority (TIRZ No. 5, MHRA) reached an agreement with the City of Houston (the City / COH) to act as the project coordinator on behalf of the City and will manage three different projects which will be combined as one project for the funding purposes and will be let by the City as one project. The following list shows the three projects and their respective project sponsors.

- TIRZ 5 - Waugh Dr/Heights Blvd Targeted Safety Improvements
- Energy Corridor - North Eldridge Parkway
- GSEMD - Brays Bayou Intersection Improvements

The intention is for TGC to hold a contract with MHRA to deliver these services; MHRA will invoice the participants for their share of fees.

The Goodman Corporation (TGC) will support MHRA's role as project coordinator by performing the following tasks:

- Collect and combine design documents for all three projects into a single package for review submittals and final TxDOT approval and consolidation within HPW bid package.
- Coordinate a design kick-off meeting with TxDOT, City and design teams and other subsequent meetings at 30%, 60% and 95% design review submittals
- Coordinate with design teams for the City (through HPW Interagency) and TxDOT review and resolution of comments related to overall HSIP project (note: EORs are responsible for individual project plan approval)
- Support Advance Funding Agreements (AFA) between the City and TxDOT by providing necessary documentations from the project sponsors
- Develop an interlocal agreement template for use by all sponsors
- Coordinate with design team and provide supporting documents required for project approval, bidding phase and construction phase
- Develop bid phase documentation inclusive of the project manual for the project letting process

TGC's responsibilities and deliverables for each stage of the project are described in detail as follows:

Task 1: Grant Coordination and Management

- Coordinate with TxDOT, the City and MHRA for AFA; coordinate review by all parties
- Coordinate and draft initial framework agreements.
- Coordinate with the City and TxDOT on project management, coordination, and related process
- Coordinate with project sponsors and the City on the development of a template interlocal agreement
- Provide documentation related to grant reporting and close-out activities as necessary
- Complete project financial close-out audit; coordinate with project sponsors

Deliverables:

- Monthly progress reports
- Development of draft ILA between parties and COH
- Development of draft MOU between parties
- Draft write-up for project management agreement among project sponsors
- Maintain and share project financial close-out documents

Task 2: Project Plan Review and Approval Phase

- Coordinate with TxDOT, COH and MHRA to determine the project process, design standards and schedule
- Setup and conduct a project kickoff meeting with TxDOT, City, MHRA and the design teams
- Setup and conduct bi-weekly meetings with design teams and project sponsors as needed
- Coordinate with design teams for sheet setup, title block, design standards etc.
- Create additional sheets for combining all three projects, such as cover sheets (TxDOT and City), general note sheets, index sheets, standard detail sheets, etc.
- Coordinate with design teams and provide supporting documents required for project approval, bidding phase and construction phase

Excluded from Scope:

- Utility map request and utility signature coordination shall be performed by individual project design team
- Construction plan approval from agencies other than TxDOT, such as HPW Interagency, Harris County Flood Control District (HCFCD), county, etc., shall be performed by individual project design team
- Design review comment resolution by individual design engineer of record
- Plan preparation, signing and sealing by individual design engineer of record
- Technical report and calculations shall be provided by the individual project design team
- TDLR coordination for plan review

Deliverables:

- i. Combined plan submittal (60%, 90%, and 100%) for the COH and TxDOT approval
- ii. Coordination, facilitation, agendas, and minutes for project coordination meetings with COH and TxDOT
- iii. Project cost estimate aggregation in TxDOT and COH formats

- iv. Project manual and technical specifications
- v. Miscellaneous forms and documents for combined project required for TxDOT processes

Task 3: Bid Phase Services (Limited)

- Prepare front end documents (Division 0) for the project manual
- Prepare TxDOT paperwork and other federal grant compliance documentation with the City Capital Projects team
- Collect and combine technical specifications for all projects and complete the project manual
- Coordinate with design teams and the City to respond to RFIs from the bidders as necessary
- Coordinate with TxDOT, the City and MHRA to prepare required documentation for bid publication
- Conduct pre-bid meeting
- Support the City for bid evaluation and bid tab preparation
- Verify code compliance of the received bid documents
- Support the City to perform compliance checks for the lowest bidder and recommend for award

Excluded from Scope:

- Bid shall be published by the City of Houston Public Works (HPW)
- Construction contract shall be awarded by HPW

Deliverables:

- Project manual including front end and technical specifications
- Completion of TxDOT paperwork and compliance documentation on behalf of COH
- Responses to the RFIs from prospective bidders
- Draft write-up for bid publication
- Pre-bid meeting minutes
- Bid tab summary
- Documentation required for code compliance for low bidder
- Recommendation letter for construction contract award

Task 4: Construction Phase Services (Limited)

- Coordinate and perform construction kickoff meeting
- Perform bi-weekly meeting to track construction progress
- Coordinate with design teams and the City to coordinate response to RFIs from the contractor
- Coordinate with the City for pay application submittal and approval
- Coordinate for substantial completion walk through, punch list and completion of punch list items
- Coordinate for the City's site visit for project inspection and approval
- Collect as-built plans and/or redline markups from the individual design teams and combine for the City submittal

Excluded from Scope

- Day to day construction management and quality control
- Utility coordination for removal and/or relocation of utilities
- Material testing shall be performed by a geotechnical sub-consultant under HPW
- Shop drawing and material compliance review and approval by design engineer of record
- TDLR coordination for project inspection and approval by design engineer of record
- As-built survey

Deliverables:

- Meeting minutes
- Approved contractor's pay application
- RFI responses
- Project approval documentation
- As-built plan and/or redline markups by contractor indicating changes to approved plans per construction

Task 5: National Environmental Policy Act - MHRA**Task 5A: Scope Determination**

TGC will coordinate, prepare for, and facilitate a scoping meeting with TxDOT staff to discuss the details of the project and determine the appropriate technical report submittals.

Task 5B: Natural Resources Assessment (species/habitat)

This technical report is required for all TxDOT projects. This submittal will include:

- Completed Species Analysis Form and Species Spreadsheet
- Species occurrence maps with 1.5-, five-, and ten-mile buffers
- Habitat maps for the direct area of ground disturbance, 1.5-, and 10-mile buffers
- Spreadsheet with habitat acreage for the direct area of ground disturbance and 1.5-mile buffer
- Harris County Endangered Species Report
- U.S. Fish and Wildlife Service IPaC report

Task 5C: 4F / Parks Documentation:

Provide language for the ECOS system which clarifies that the project does not have any impact to adjacent parkland.

Task 5D: Notice and Opportunity to Comment (NOC) Process

The TxDOT template will be modified based on the project scope and sent out to the affected property owners per TxDOT criteria. Comments will be solicited and addressed in a comment response matrix. This process includes correspondence with elected officials and the owners of parkland (the City of Houston).

Task 6: National Environmental Policy Act - ECD

Task 6A: Scope Determination

TGC will coordinate, prepare for, and facilitate a scoping meeting with TxDOT staff to discuss the details of the project and determine the appropriate technical report submittals.

Task 6B: Natural Resources Assessment (species/habitat)

This technical report is required for all TxDOT projects. This submittal will include:

- Completed Species Analysis Form and Species Spreadsheet
- Species occurrence maps with 1.5-, five-, and ten-mile buffers
- Habitat maps for the direct area of ground disturbance, 1.5-, and 10-mile buffers
- Spreadsheet with habitat acreage for the direct area of ground disturbance and 1.5-mile buffer
- Harris County Endangered Species Report
- U.S. Fish and Wildlife Service IPaC report

Task 6C: Historic Project Coordination Request (PCR)

This document evaluates the historic resources that may be impacted by the project. This submittal will include:

- Project Coordination Request for Historical Studies Project Technical Report
- Submittal to the State Historic Preservation Office (SHPO) for concurrence
- TxDOT Historic Resources of Texas Aggregator Map
- Map of historic resources
- Map with Area of Potential Effect (APE)

If additional documentation is required (for example, an Historic Resources Survey Report or further coordination with SHPO), that work will be included under a future and additional task/scope.

Task 7: National Environmental Policy Act - GSEMD

Task 7A: Scope Determination

TGC will coordinate, prepare for, and facilitate a scoping meeting with TxDOT staff to discuss the details of the project and determine the appropriate technical report submittals.

Task 7B: Natural Resources Assessment (species/habitat)

This technical report is required for all TxDOT projects. This submittal will include:

- Completed Species Analysis Form and Species Spreadsheet
- Species occurrence maps with 1.5-, five-, and ten-mile buffers
- Habitat maps for the direct area of ground disturbance, 1.5-, and 10-mile buffers
- Spreadsheet with habitat acreage for the direct area of ground disturbance and 1.5-mile buffer

- Harris County Endangered Species Report
- U.S. Fish and Wildlife Service IPaC report

Task 7C: Surface Water Analysis

This submittal will include:

- Surface Water Technical Report
- Floodplain and wetlands maps

If additional documentation is required (for example, a wetland and/or streams delineation report, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation report, Section 404/10 impacts table, or Coast Guard permitting), that work will be included under a future and additional task/scope.

Task 7D: Notice and Opportunity to Comment (NOC) Process

The TxDOT template will be modified based on the project scope and sent out to the affected property owners per TxDOT criteria. Comments will be solicited and addressed in a comment response matrix. This process includes correspondence with elected officials and the owners of parkland (the City of Houston).

Excluded from Scope:

- If additional documentation is required (for example, a wetland and/or streams delineation report, Army Corps of Engineers jurisdictional determination and/or permitting, Waters of the U.S. delineation report, Section 404/10 impacts table, or Coast Guard permitting), that work will be included under a separate task/scope.

Project Budget

Task 1 – 4 apply to all three projects evenly. Task 5, 6, and 7 are allocated proportionally to the applicable projects per the budget tables below.

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs as provided in the tables below.

Table 1: Budget Overview

Task	Description	Cost
1	Grant Coordination and Management	\$10,901
2	Project Plan Review and Approval Phase	\$23,922
3	Bid Phase Services	\$28,432
4	Construction Phase Services (Limited)	\$31,329
5	NEPA - MHRA	\$8,161
6	NEPA - ECD	\$5,270
7	NEPA - GSEMD	\$8,161
	Total Authorized	\$116,175

Table 2: Participation Contributions

Task	MHRA	ECD	GSEMD	Totals
1	\$3,634	\$3,634	\$3,634	\$10,901
2	\$7,974	\$7,974	\$7,974	\$23,922
3	\$9,477	\$9,477	\$9,477	\$28,432
4	\$10,443	\$10,443	\$10,443	\$31,329
5	\$8,161	-	-	\$8,161
6	-	\$5,270	-	\$5,270
7	-	-	\$8,161	\$8,161
Totals	\$39,688	\$36,798	\$39,688	\$116,175

Level of Effort

Table 3: Level of Effort

Project Coordination and Grant Management Support for HSIP FY2024 Project										
Category	Category Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	General	Totals
		Grant Coordination and Management	Project Plan Review and Approval Phase	Bid Phase Services	Construction Phase Services	NEPA - MHRA	NEPA - ECD	NEPA - GSEMD	ODC	
Admin I	\$92.55									
Associate I	\$119.16									
Associate II	\$119.16		16							\$1,907
Associate III	\$142.99									
Senior Associate I	\$138.83									
Senior Associate II	\$161.97	6	20	40		39	27	39		\$28,760
Senior Associate III	\$190.66			40	40					\$14,191
Principal I	\$195.90		20			1	1	1		\$4,212
Principal II	\$246.27				12					\$2,955
Principal III	\$269.95	20	16	16	12	2	1	2		\$20,223
Principal Engineer	\$254.21	16	40	40	62	1	1	1		\$40,928
Staff Hours By Task		42	112	136	126	42	29	42	529	\$113,175
Other Direct Expenses										
TDLR Registration										
TDLR Plan Review										
TDLR Inspection & Approval										
Mileage & Printing					\$2,000	\$500		\$500		\$3,000
Totals		\$10,901	\$23,922	\$28,432	\$31,329	\$8,161	\$5,270	\$8,161		\$116,175

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0538

The Goodman Corporation Work Authorization No. 18 – TxDOT TA Planning Study

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in TxDOT TA Planning Study Administration.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$14,971. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: This work is anticipated to be completed by June 2025.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 22, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

**Memorial Heights Redevelopment Authority
TxDOT TA Planning Study Administration**
February 2024

TGC was successful in assisting the Authority in the pursuit of Texas Department of Transportation (TxDOT) funding for a \$500,000 study (\$400,000 federal funding) to improve safety and access to White Oak Bayou. This scope of services will enable TGC to assist the TIRZ in the administration of the study and related TxDOT requirements.

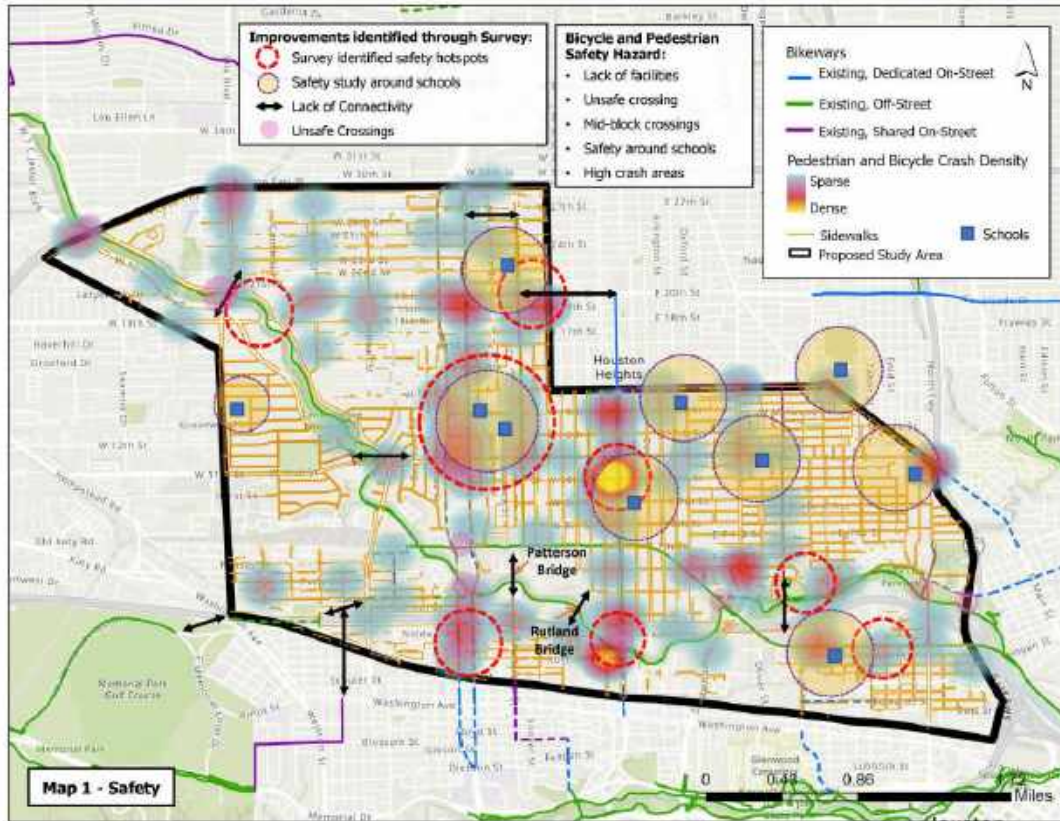


Figure 1: Study Area Map

Task 1 – Project Initiation

Description: TGC will:

- Populate and submit the TxDOT risk assessment form.
- Provide and coordinate the AFA execution to include board resolution.
- Provide TxDOT with information necessary to populate the AFA (scope, budget, maps).
- Coordinate with TxDOT through AFA approval and execution.

Task 2 – RFP Process

Description: TGC will:

- Complete and submit procurement procedures for TxDOT review and approval.
- Coordinate DBE goalsetting with TxDOT.
- Develop and submit a RFP for TxDOT approval.
- Facilitate the RFP process to include procurement history.
- Facilitate the Authority's selection of a consultant based upon the RFP criteria.
- Coordinate contract documents.
- Submit materials to TxDOT for final approval.

Task 3 – Reporting and Financial Reimbursements

Description: TGC will:

- Review, document, and approve consultant invoices.
- Provide TxDOT and H-GAC with any required reporting on project progress.
- Submit and process financial reimbursement information; coordinate with Authority staff and book keeper.
- Close out project records and reporting with TxDOT.

Project Budget

Progress payments will be provided monthly per the table below. Invoices, including progress reports, will be provided each month. The costs within this scope are inclusive of all direct and indirect costs (e.g., travel, overhead, printing).

Task	Description	Cost
1	Project Initiation	\$3,012
2	RFP Process	\$6,892
3	Reporting and Financial Reimbursements	\$5,067
Total Authorized		\$14,971

Level of Effort

TxDOT TA Planning Study Administration						
Category	Category Rate	Task 1	Task 2	Task 3	General	Totals
		Project Initiation	RFP Process	Reporting and Financial Reimbursements	ODC	
Admin I	\$95.33					
Associate I	\$103.27					
Associate II	\$119.16					
Associate III	\$142.99	2	8			\$1,430
Senior Associate I	\$158.88					
Senior Associate II	\$174.77					
Senior Associate III	\$190.66	2	24	8		\$6,482
Principal I	\$206.55					
Principal II	\$246.27			12		\$2,955
Principal III	\$293.08	8	4	2		\$4,103
Engineer Associate I	\$103.27					
Engineer Associate II	\$119.16					
Engineer Associate III	\$146.96					
Engineer Senior Associate I	\$162.85					
Engineer Senior Associate II	\$178.74					
Engineer Senior Associate III	\$198.60					
Engineer Principal I	\$214.49					
Engineer Principal II	\$254.21					
Engineer Principal III	\$309.82					
Staff Hours By Task		12	36	22	70	\$14,971
Subtotals						
Subtotal: Staff Expense		\$3,012	\$6,892	\$5,067		\$14,971
Totals		\$3,012	\$6,892	\$5,067		\$14,971



Shepherd at Memorial Update

**Memorial Heights Redevelopment Authority
Houston Public Works
METRO
March 2024**

Monthly Discussion Topics

1. Scope – design of signal modification of existing traffic and pedestrian signals at Sheperd Drive at Memorial Drive intersection, construction of new sidewalks, ramps, and paving markings to ensure better connectivity.
2. Schedule – 60% Submittal April 2nd
3. Estimated Project Cost - \$902,200

Last Month's Accomplishments

What have we accomplished / been successful at over the last month?

- ✓ Prepared preliminary schedule.
- ✓ Initiated survey and received private utility maps from AT&T and CenterPoint.
- ✓ Conducted "plans in hand" walk of the project site on March 5th.
- ✓ Began 60% design efforts.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Prepare for 60% Submittal to City of Houston on April 2nd.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None currently.

External Assistance Required

What assistance are we seeking from outside sources to accomplish our goals?

- ✓ Continued coordination with MHRA and TGC on the expectations of the project and coordination with the project partners.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0510

**The Goodman Corporation Work Authorization No. 15 – Pedestrian Improvements at Shepherd and Memorial:
Grant Management, NEPA, and Compliance Services**

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the areas of grant management, NEPA, and compliance services relative to the Pedestrian Improvements at Shepherd and Memorial Project.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$52,135. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by December 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 22, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

**Pedestrian Improvements at Shepherd and Memorial:
Grant Management, NEPA, and Compliance Services
for
Memorial Height Redevelopment Authority (TIRZ No. 5)
January 2024**

The Goodman Corporation is pleased to submit this proposal to provide grant management, National Environmental Policy Act (NEPA) and compliance services associated with the Pedestrian Improvements at Shepherd and Memorial project. The project is made possible via a \$421,350 grant secured through Houston METRO.

Task 1: Grant Management

Description:

- Coordinate TIP and STIP actions with H-GAC.
- Enter the grant narrative and budget in the FTA TrAMS system.
- Coordinate with FTA through grant execution.
- Complete quarterly milestone and financial reporting through the duration of the project.
- Assist MHRA in grant disbursements.
- Provide FTA with DBE uniform reports as associated with the open grant.
- Complete grant close-out process.
- Provide assistance and coordination related to Regional Strategic Fund process with H-GAC.

Deliverables: Monthly progress reports, grant execution, ongoing grant management.

Task 2: NEPA

Description:

- Develop and populate FTA Categorical Exclusion check list based on project location and scope.
- Prepare CE attachments to include: project map aerial, existing condition images, right-of-way documentation, land use, traffic, parking, and transit (existing v. proposed), historic and archaeological resources, parks and recreation areas, environmental justice data, hazardous materials, floodplains, wetlands, and farmland soils.
- Submit complete CE package towards environmental clearance. Coordinate with FTA as needed.

Deliverables: CE package and submission.

Task 3: Design and Bid Phase Support

Description:

- Review 60% and 100% plan set for FTA eligibility requirements. Coordination with Engineer of Record (EOR) as required.
- Review project manual and incorporate FTA contract clauses. Coordination with EOR as required.
- Manage and document FTA procurement file.
- Attend pre-bid meeting to discuss FTA contract clauses
 - Buy America Build America (BABA)
 - Disadvantaged Business Enterprise (DBE)
 - Davis-Bacon and Related Acts (DBRA)
 - And other clauses
- Provide FTA responsiveness check as part of bid process.
- Provide recommendation of award.

Deliverables: Monthly progress reports, review and approval of plan set and project manual. Pre-bid meeting agenda. Award recommendation.

Task 4: Construction Phase Compliance Support

Description: This scope assumes a 6-month construction duration.

- Attend pre-construction meeting.
- Complete monthly wage rate interviews.
- Review monthly certified payroll from prime contractor and subcontractors.
- Provide monthly pay application approvals.
- Participate in project progress meetings.
- Review submittals for FTA eligibility.
- Monitor jobsite for BABA & DBRA requirements.
- Review and track eligible costs, including DBE participation.

Deliverables: Monthly progress reports, pay application approvals, and DBE participation and wage rate documentation.

Project Budget

Progress payments will be made based on the percentage of completion of each task. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs as provided in the tables below.

Task	Description	Cost
1	Grant Management	\$11,055
2	NEPA	\$5,716
3	Design and Bid Phase Support	\$9,434
4	Construction Phase Compliance Support	\$25,930
Total Authorized		\$52,135

Level of Effort

Pedestrian Improvements at Shepherd and Memorial: Grant Management, NEPA, and Compliance Services							
Category	Category Rate	Task 1	Task 2	Task 3	Task 4	General	Totals
		G MGT	NEPA	D/B	CON	ODC	
Admin I	\$95.33				48		\$4,576
Associate I	\$103.27						
Associate II	\$119.16						
Associate III	\$142.99	8		4	24		\$5,148
Senior Associate I	\$158.88						
Senior Associate II	\$174.77		26				\$4,544
Senior Associate III	\$190.66	20		32			\$9,914
Principal I	\$206.55				24		\$4,957
Principal II	\$246.27	20					\$4,925
Principal III	\$293.08	4	4	4	9		\$6,155
Engineer Associate I	\$103.27						
Engineer Associate II	\$119.16						
Engineer Associate III	\$146.96						
Engineer Senior Associate I	\$162.85						
Engineer Senior Associate II	\$178.74						
Engineer Senior Associate III	\$198.60			8	52		\$11,916
Engineer Principal I	\$214.49						
Engineer Principal II	\$254.21						
Engineer Principal III	\$309.82						
Staff Hours By Task		52	30	48	157		287
Subtotals							
Subtotal: Staff Expense		\$11,055	\$5,716	\$9,434	\$25,930		\$52,135
Subtotal: Other Direct Expenses							
Subtotal: Sub-Contractor							
Totals		\$11,055	\$5,716	\$9,434	\$25,930		\$52,135

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0540

The Goodman Corporation Work Authorization No. 14 – 11th Street Shared Use Path: Grant Management, NEPA, and Compliance Services

This WORK AUTHORIZATION authorizes consultant services to be performed by THE GOODMAN CORPORATION (the "CONSULTANT") pursuant to the Master Agreement for Services ("AGREEMENT") between the CONSULTANT and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the areas of grant management, NEPA, and compliance services relative to the 11th Street Shared Use Path project.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$115,411. If tasks or subtasks are determined not to be necessary, TGC will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by December 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 22, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

**11th Street Shared Use Path: Grant Management, NEPA, and Compliance Services
for
Memorial Height Redevelopment Authority (TIRZ No. 5)
January 2024**

The Goodman Corporation is pleased to submit this proposal to provide grant management, National Environmental Policy Act (NEPA) and compliance services associated with the 11th Street Shared Use Path project. The project is made possible via a \$2,141,287 grant secured through the Houston-Galveston Area Council (H-GAC).

Task 1: Grant Management

Description:

- Coordinate TIP and STIP actions with H-GAC.
- Enter the grant narrative and budget in the FTA TrAMS system.
- Coordinate with FTA through grant execution.
- Complete quarterly milestone and financial reporting through the duration of the project.
- Assist MHRA in grant disbursements.
- Provide FTA with DBE uniform reports as associated with the open grant.
- Complete grant close-out process.
- Provide assistance and coordination related to Regional Strategic Fund process with H-GAC.

Deliverables: Monthly progress reports, grant execution, ongoing grant management.

Task 2: NEPA

Description:

- Develop and populate FTA Categorical Exclusion check list based on project location and scope.
- Prepare CE attachments to include: project map aerial, existing condition images, right-of-way documentation, land use, traffic, parking, and transit (existing v. proposed), historic and archaeological resources, parks and recreation areas, environmental justice data, hazardous materials, floodplains, wetlands, and farmland soils.
- Submit complete CE package towards environmental clearance. Coordinate with FTA as needed.

Deliverables: CE package and submission.

Task 3: Design and Bid Phase Support

Description:

- Review 60% and 100% plan set for FTA eligibility requirements. Coordination with Engineer of Record (EOR) as required.
- Review project manual and incorporate FTA contract clauses. Coordination with EOR as required.
- Manage and document FTA procurement file.
- Attend pre-bid meeting to discuss FTA contract clauses
 - Buy America Build America (BABA)
 - Disadvantaged Business Enterprise (DBE)
 - Davis-Bacon and Related Acts (DBRA)
 - And other clauses
- Provide FTA responsibility check as part of bid process.
- Provide recommendation of award.

Deliverables: Monthly progress reports, review and approval of plan set and project manual. Pre-bid meeting agenda. Award recommendation.

Task 4: Construction Phase Compliance Support

Description:

This scope assumes an 8-month construction duration.

- Attend pre-construction meeting.
- Complete monthly wage rate interviews.
- Review monthly certified payroll from prime contractor and subcontractors.
- Provide monthly pay application approvals.
- Participate in project progress meetings.
- Review submittals for FTA eligibility.
- Monitor jobsite for BABA & DBRA requirements.
- Review and track eligible costs, including DBE participation.

Deliverables: Monthly progress reports, pay application approvals, and DBE participation and wage rate documentation.

Task 5: Public Meeting Support (As Needed)**Description:**

This task allows TGC to provide support as it relates to the project's public meeting. This task is established as an hourly task to provide flexibility in how TGC is utilized. Potential activities include:

- Preparation of public meeting materials.
- Coordination with stakeholders.
- Facilitation/attendance at public meeting.
- Documentation of public meeting public meeting summary report.
- Coordination/communication with project funding partners.

Deliverables: Monthly progress reports, public meeting materials and summaries.

Project Budget

Progress payments will be made based on the percentage of completion for Tasks 1-4. Task 5 is an hourly task with a not to exceed budget utilizing the category rates in the level of effort table below. Monthly invoices, including progress reports, will be provided commensurate with the percentage of the project completed each month. The costs within this scope are inclusive of all direct and indirect costs as provided in the tables below.

Task	Description	Cost
1	Grant Management	\$32,060
2	NEPA	\$19,458
3	Design and Bid Phase Support	\$14,582
4	Construction Phase Compliance Support	\$34,308
5	Public Meeting Support (As Needed)	\$15,003
Total Authorized		\$115,411

Level of Effort

11th Street SUP: Grant Management, NEPA, and Compliance Services								
Category	Category Rate	Task 1	Task 2	Task 3	Task 4	Task 5	General	Totals
		G MGT	NEPA	D/B	CON	MTG SUP	ODC	
Admin I	\$95.33				64			\$6,101
Associate I	\$103.27							
Associate II	\$119.16							
Associate III	\$142.99	20	8	40	32	16		\$16,587
Senior Associate I	\$158.88					21		\$3,336
Senior Associate II	\$174.77		86					\$15,030
Senior Associate III	\$190.66	40	8	32				\$15,253
Principal I	\$206.55				32			\$6,609
Principal II	\$246.27	40						\$9,851
Principal III	\$293.08	40	6	4	12	32		\$27,550
Engineer Associate I	\$103.27							
Engineer Associate II	\$119.16							
Engineer Associate III	\$146.96							
Engineer Senior Associate I	\$162.85							
Engineer Senior Associate II	\$178.74							
Engineer Senior Associate III	\$198.60			8	68			\$15,094
Engineer Principal I	\$214.49							
Engineer Principal II	\$254.21							
Engineer Principal III	\$309.82							
Staff Hours By Task		140	108	84	208	69		609
Subtotals								
Subtotal: Staff Expense		\$32,060	\$19,458	\$14,582	\$34,308	\$15,003		\$115,411
Subtotal: Other Direct Expenses								
Subtotal: Sub-Contractor								
Totals		\$32,060	\$19,458	\$14,582	\$34,308	\$15,003		\$115,411

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0540 – 11th Street Side Path Durham to Ella

Work Authorization No. 1 – Final Design Improvements

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC, fka JONES | CARTER (the "ENGINEER") pursuant to the Master Agreement for Professional Engineering Services ("AGREEMENT") between the ENGINEER and MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY/ TIRZ NO. 5 ("MHRA"). Unless otherwise defined herein, all capitalized terms used in this WORK AUTHORIZATION are defined in the Agreement.

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide final design engineering services for the construction of a side path along the north side of West 11th Street between Nashua Street and Ella Boulevard. The improvements will account for the improvements proposed to be constructed by the City of Houston over White Oak Bayou and between Bryce Street and the Lorraine Cherry Nature Preserve. Improvements include the installation of a wide side path, ramps, high-visibility crosswalks, traffic signal modifications, and signage.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Planning Phase Services for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly fee not to exceed amount of \$207,350.00.

Basic Civil Services	\$110,610.00
Bid Phase Services	\$6,440.00
Traffic Signal Modifications	\$33,170.00
Public Meeting (1 meeting)(if needed)	\$11,310.00
Additional Public Coordination (if needed)	\$9,600.00
Street Light Plans (if needed)	\$4,210.00
Arborist Services (M2L)	\$9,350.00
Topographic Survey	\$20,000.00
TDLR Review and Inspection	\$2,160.00
Reimbursable Expenses (if needed)	\$500.00
Total	\$207,350.00

- 4.0 PROJECT SCHEDULE: This work will require 12 months to complete.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of _____, 20__.


MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

QUIDDITY ENGINEERING, LLC

By: 

Name: Kristen Hennings

Title: Sr. Project Manager

ATTEST: _____

March 7, 2024

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1980 Post Oak Boulevard, Suite 1380
Houston, TX 77056

Re: West 11th Street Side Path Project (T-0540)
Proposal for Professional Services for Final Design
Houston, Texas

Dear Sherry:

Quiddity Engineering (QE) appreciates the opportunity to present this proposal for design, bid, and construction phase services in connection with the West 11th Street Side Path project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The scope of work detailed below results from coordination with the City of Houston during the Design Concept Report (DCR) Phase of the project. The project understanding and scope of work reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include the following components:

- Construction of a new side path and pedestrian ramps along the north side of West 11th Street between Nashua Street and Ella Boulevard (excluding the new section of trail completed by the City of Houston between Bryce Street and the Lorraine Cherry Nature Preserve).
- Restriping to provide clear pathways for pedestrians through the intersections along the project corridor.
- Modification of the existing traffic and pedestrian signals in the intersections of West 11th Street at TC Jester and Ella Boulevard to accommodate pedestrian facilities.

Based on the above, QE prepared the following scope of services and fee proposal for MHRA's consideration.

Scope of Services

Basic Services to be provided by QE and their subconsultants on an hourly basis include:

1. General Project Management
QE will provide project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.
2. Data Collection



MHRA West 11th Street Side Path (T-0540)

Page 2

March 7, 2024

Records Requests – Request, compile, and review existing City of Houston public utility record drawings and CenterPoint Energy, AT&T, and other pertinent private utility record drawings. Conduct a site visit to collect pertinent first-hand knowledge of the land, its condition, context, adjacent land uses, and access needs; assess electrical conditions; review survey data; and confirm conditions/proposed features during design.

3. Prepare Design Plan Set (60%, 90%, 100%)

Civil Design – Based on City, MHRA, and design team coordination efforts, QE will design the proposed pedestrian safety improvements (side path, sidewalks, crosswalks, ramps, signing, striping, etc.) within the existing rights-of-way and utilizing the existing roadway pavement. The plan set will include traffic control plans and stormwater pollution prevention plans.

4. Prepare Estimations of Construction Costs (60%, 90%, 100%)

An estimate of construction cost will also be provided at each submittal stage.

5. Prepare Project Specifications (60%, 90%, 100%)

The bid schedule and specifications for all disciplines will be included in the project manual, which will be provided to MHRA at the 60% and 90% submittal stages for review and finalized as part of the bid-ready construction documents along with the permitted plans.

6. Internal QC Review (60%, 90%, 100%)

Quality Control reviews shall be performed by each discipline at each stage of submittal.

7. Constructability Review (60%, 90%)

QE's construction manager will provide a constructability review on the plan documents at the 60% and 90% stages.

8. Design Review Submittals to MHRA and HPW (60%, 90%, 100%)

Package and submit plans for review. Coordinate, receive, and respond to comments.

9. Construction Duration Calculations

At the 90% and 100% phase, construction duration calculations shall be performed to determine the contract duration to be used in the bid documents.

10. METRO/ Utility Company Approvals

QE will coordinate with METRO and the private utility companies for review of the proposed improvements. Once final comments are received and addressed, QE will issue the final bid-ready plans for private utility signatures.

11. HPW Approvals

Once final comments are received and addressed, QE will issue the final bid-ready plans for City



MHRA West 11th Street Side Path (T-0540)

Page 3

March 7, 2024

signatures.

12. Bid Phase Services

QE will assist MHRA with the standard process for bidding the work and selecting a contractor. The process includes posting the project documents on Civcast, receiving and reviewing bids, and preparing a recommendation of award letter to the board prior to construction.

A detailed breakdown of the level of effort to complete these services is provided in Attachment A.

Additional Services to be provided by QE and their subconsultants include:

1. Traffic Signal Modifications (Hourly)

Proposed Traffic Signal Modifications Design – QE will prepare traffic signal plans to modify the existing traffic signals for the project (at TC Jester and Ella Boulevard) to add pedestrian poles, pedestrian signal heads and Accessible Pedestrian Signal (APS) push buttons in accordance with City standards and specifications. The existing traffic signal poles and mast arms shall remain in place. The traffic signal design plans will include existing conditions layout, pedestrian ramps layout, proposed traffic signal layout, traffic signal pole schedule, cable schematic, traffic signal general notes, applicable agency standard detail sheets, and summary of traffic signal quantities.

2. Public Meeting (Hourly)

QE anticipates one public meeting for the project to inform the public of the project and educate regarding design components and construction expectations. The specific content of the public meeting will be coordinated with MHRA to achieve MHRA's goals for the meeting. Materials provided for the public meeting may consist of a PowerPoint presentation, strip maps, presentation boards, and/or handouts for information purposes to be approved in advance by MHRA.

3. Additional Public Coordination (Hourly)

As necessary, QE will perform additional public coordination with the neighboring communities.

4. Street Light Plans (Hourly)

QE will coordinate with HPW regarding street lighting and prepare plans for street light improvements if needed.

5. Arborist Services (Hourly)

M2L Associates (M2L) will provide arborist services for the project. For a more detailed breakdown of M2L's scope of work, see Attachment C.



MHRA West 11th Street Side Path (T-0540)

Page 4

March 7, 2024

6. Surveying (Hourly)

The surveying work for this project includes deed research to find the adjoining deeds where the future improvement will be located, or the tracts located adjacent to the improvements. QE will utilize Harris County Floodplain Reference marks for the basis of the vertical datum, which is related to the FEMA FIRM. Coordinates will be based on the Texas Coordinate System NAD 83, South Central Zone. QE will set at a minimum of three (3) horizontal control points and two (2) temporary benchmarks for future construction control. This project has approximately 5,280 linear feet of proposed shared use path improvements, QE will complete a topographic survey along this route within the public right-of-way and go into the adjacent tract 30 feet where access is permitted. QE will obtain elevations at 50-foot intervals and locate all utilities (QE will perform a ONE-CALL Utility locate, before work commences) and structures in this route, no depths of utilities will be obtained. QE will locate all trees 6-inch diameter or larger. Because of high traffic and safety concerns, data including sidewalks and wheelchair ramps crossing esplanades and streets will be obtained using a laser scanner. This scanning includes the area crossing the bayou. QE will produce an AutoCAD drawing and survey control maps that meet the City of Houston Standards.

Reimbursable Expenses

1. TLDR Review & Inspection

Texas Accessibility Standards (TAS) review and inspection services will be provided in addition to hourly consulting services related to TAS compliance as requested.

2. Repro/Mileage/Parking Expenses

Expenses for the project include mileage costs, printing costs, parking fees, and City plan review fees.

Assumptions

1. This proposal is based on the recommendations made in the final DCR. Deviations from the DCR may require revisions to QE's scope and fees or Additional Services.
2. The design of the Pedestrian Improvements Shepherd Memorial project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated November 27, 2023. Should the City change any criteria, it would likely result in a change in design scope and request for Additional Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction cost.

Schedule

QE understands there is an aggressive schedule for the project to complete the design phase in 12 months. QE will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.



MHRA West 11th Street Side Path (T-0540)

Page 5

March 7, 2024

Proposed Fee

QE is requesting an hourly net to exceed fee of **\$207,350.00** for the Final design and bid phase services described in this proposal and detailed as follows:

Basic Civil Services	\$110,610.00
Bid Phase Services	\$6,440.00
Traffic Signal Modifications	\$33,170.00
Public Meeting (1 meeting)(if needed)	\$11,310.00
Additional Public Coordination (if needed)	\$9,600.00
Street Light Plans (if needed)	\$4,210.00
Arborist Services (M2L)	\$9,350.00
Topographic Survey	\$20,000.00
TDLR Review and Inspection	\$2,160.00
Reimbursable Expenses (if needed)	\$500.00
Total	\$207,350.00

Special Considerations

This proposal is based on the following special considerations:

1. Services requested by the MHRA that are outside the scope of this proposal will be performed on an hourly rate basis in accordance with the enclosed Schedule of Hourly Rates (refer to Attachment C) or on a lump sum basis to be mutually agreed upon by MHRA and QE. The hourly rate schedule is subject to revision January 1st of each year.
2. Fees do not include sales taxes that may be imposed.
3. The proposed fees shall be considered in their entirety for the scope of services. Should the MHRA wish to contract with QE for only a portion of the work, QE reserves the right to negotiate individual scope items on their own merits.
4. This proposal shall be valid for sixty days from this date and may be extended upon approval by QE.



MHRA West 11th Street Side Path (T-0540)

Page 6

March 7, 2024

QE hopes you will find this proposal to be acceptable and are thankful for the opportunity to continue our working relationship with MHRA. Please feel free to contact the undersigned if you have any questions.

Sincerely,


A handwritten signature in blue ink that reads "Kristen Hennings".


Kristen Hennings, P.E., CFM, LEED® Green Associate
Senior Project Manager

Kristin Landry, P.E.
Senior Project Manager

Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0540 West 11th SUP\WA1\2_2024.03.07_MHRA West 11th SUP Final Design Proposal.docx

		Practice Leader	PEV	PEIV	PEIII	PEI	DEII	DEI	Construction MV	Eng Assistant II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$275.00	\$255.00	\$225.00	\$170.00	\$145.00	\$125.00	\$230.00	\$85.00	\$125.00						
BASIC SERVICES																	
Task 200 - Final Design Phase Services (T&M)																	
1	Project Management and Coordination			12	24						12		\$9,960			\$0.00	\$9,960.00
2	Data Collection				1	2			4				\$1,065			\$0.00	\$1,065.00
3	Prepare Design Plan Set (60%, 90%, 100%)																
a	Cover Sheet			1	2	4			8				\$2,385			\$0.00	\$2,385.00
b	Index of Sheets			1	2	8							\$2,065			\$0.00	\$2,065.00
c	General Notes			1	2	2			4				\$1,545			\$0.00	\$1,545.00
d	Overall Layout Sheet			1	2	4			8				\$2,385			\$0.00	\$2,385.00
e	Survey Control Map				1	2			4				\$1,065			\$0.00	\$1,065.00
f	Swing Ties				1	2			4				\$1,065			\$0.00	\$1,065.00
g	Demolition Plans (4 sheets)				4	12			24				\$5,940			\$0.00	\$5,940.00
h	Intersection Layouts (1 sheets)				1	4			8				\$1,905			\$0.00	\$1,905.00
i	Typical Section and Standard Details - Paving				2	4			8				\$2,130			\$0.00	\$2,130.00
j	Miscellaneous Details				1	2			4				\$1,065			\$0.00	\$1,065.00
k	Proposed Side Path, Signing & Pavement Marking Plans (7 sheets)			1	8	24			60				\$13,635			\$0.00	\$13,635.00
l	Signing & Pavement Marking Details				1	2			4				\$1,065			\$0.00	\$1,065.00
m	Traffic Control Plan			1	8	16			48				\$10,775			\$0.00	\$10,775.00
n	Traffic Control Details				1	2			4				\$1,065			\$0.00	\$1,065.00
o	Storm Water Pollution Prevention Plan			1	4	8			8				\$3,515			\$0.00	\$3,515.00
p	Storm Water Pollution Prevention Details				1	2							\$565			\$0.00	\$565.00
4	Prepare Estimations of Construction Costs (60%, 90%, 100%)																
a	60% Estimate			1	2	8			16				\$4,065			\$0.00	\$4,065.00
b	90% Estimate				2	4			8				\$2,130			\$0.00	\$2,130.00
c	100% Estimate				2	4			6				\$1,880			\$0.00	\$1,880.00
5	Prepare Project Specifications (60%, 90%, 100%)																
a	60% Submittal			2	4	4							\$2,090			\$0.00	\$2,090.00
b	90% Submittal			4	6	12			2				\$4,660			\$0.00	\$4,660.00
c	100% Submittal			2	4	6			2				\$2,680			\$0.00	\$2,680.00
6	Internal QC Review (60%, 90%, 100%)																
a	60% Review			4	8	4							\$3,500			\$0.00	\$3,500.00
b	90% Review			4	6	4							\$3,050			\$0.00	\$3,050.00
c	100% Review			2	4	2							\$1,750			\$0.00	\$1,750.00
7	Constructability Review (60%, 90%)																
a	60% Review								4				\$920			\$0.00	\$920.00
b	90% Review								2				\$460			\$0.00	\$460.00
8	Design Review Submittals to MHRA and HPW (60%, 90%, 100%)																
a	60% Review			2	8	4			8				\$3,990			\$0.00	\$3,990.00
b	90% Review			2	8	4			8				\$3,990			\$0.00	\$3,990.00
c	100% Review			2	8	4			8				\$3,990			\$0.00	\$3,990.00
9	Construction Duration Calculations			2	2				2				\$1,420			\$0.00	\$1,420.00
10	METRO/ Utility Company Coordination and Approvals			8	8	8							\$5,200			\$0.00	\$5,200.00
11	HPW Approval			2	2	4							\$1,640			\$0.00	\$1,640.00
12	Bid Phase Services																
a	Write and Publish Ad for Bids			1	2	2							\$1,045			\$0.00	\$1,045.00
b	Prepare for and Conduct Pre-Bid Meeting			2	4	1							\$1,580			\$0.00	\$1,580.00
c	Prepare and Issue Addenda (max 2)			1	2	4							\$1,385			\$0.00	\$1,385.00
d	Receive and Tabulate Bids			1	2	4							\$1,385			\$0.00	\$1,385.00
e	Assist with Evaluation and Provide Recommendation to MHRA			1	2	2							\$1,045			\$0.00	\$1,045.00
													\$0			\$0.00	126 \$0.00

		Practice Leader	PEV	PEIV	PEIII	PEI	DEII	DEI	Construction MV	Eng Assistant II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$275.00	\$255.00	\$225.00	\$170.00	\$145.00	\$125.00	\$230.00	\$85.00	\$125.00						
Task 400 - Additional Engineering Services																	
1	Traffic Signal Modifications (QE) (T&M) (2 intersections)		14		28	56		108					\$33,170			\$0.00	\$33,170.00
2	Public Meeting (1 meeting)(T&M)(if needed)			8	16	16	10	12					\$11,310			\$0.00	\$11,310.00
3	Additional Public Coordination (T&M)(if needed)			20	20								\$9,600			\$0.00	\$9,600.00
4	Street Light Plans (4 sheets) (T&M)(if needed)				6	8		12					\$4,210			\$0.00	\$4,210.00
5	Arborist Services (M2L) (T&M)												\$0	\$8,500.00		\$9,350.00	\$9,350.00
Task 500 - Surveying Services																	
1	Topo or Boundary Survey *Enter Price as Subconsultant Fee													\$20,000.00		\$20,000.00	\$20,000.00
2	Metes and Bounds *Enter Price as Subconsultant Fee															\$0.00	\$0.00
3	Construction Staking *Enter Price as Subconsultant Fee															\$0.00	\$0.00
4	Easement Preparation *Enter Prices as Subconsultant Fee															\$0.00	\$0.00
5																\$0.00	\$0.00
Task 800 - Reimbursable Expenses																	
1	TDLR Review & Inspection													\$2,000.00		\$2,160.00	\$2,160.00
2	Repro/Mileage/Plan Approval Expenses													\$463.00		\$500.04	\$500.04
3																\$0.00	\$0.00
4																\$0.00	\$0.00
Hours Subtotal		0	14	90	222	265	10	390	8	0	12						
SUBTOTAL BASIC SERVICES		\$ -	\$ 3,850	\$ 22,950	\$ 49,950	\$ 45,050	\$ 1,450	\$ 48,750	\$ 1,840	\$ -	\$ 1,500		\$175,340	\$30,963.00	\$0.00	\$32,010.04	\$207,350.04



M2L ASSOCIATES INC.
8955 Katy Fwy., Suite 300
Houston, Texas 77024
Tel: (713) 722 8897
Fax: (713) 722 8048

Urban Planning
Urban Design
Landscape Architecture

March 2, 2024
Kristen Hennings, P.E.
Senior Project Manager
Quiddity dba/Jones & Carter Inc.
6330 West Loop South, Suite 150
Bellaire, TX 77401

RE: JCI02403 - Eleventh Street Shared Use Path Project Professional Arborist Services Proposal

Dear Kristen,

M2L Associates Inc. is pleased to submit the following proposal to provide tree preservation services for the proposed Eleventh Street Shared Use Path Project in Houston, Texas. This AGREEMENT is made by and between M2L Associates Inc. hereinafter referred to as CONSULTANT, and Quiddity Engineers hereinafter referred to as the CLIENT.

The AGREEMENT between the parties consists of the terms and conditions set forth herein. Any changes to this AGREEMENT must be mutually agreed to in writing.

I. SCOPE OF SERVICES

- A. CONSULTANT shall provide Design Consultation for the following items:
 - 1. Tree preservation for for Eleventh Street Corridor and shall include the following segments;
 - a. Eleventh Street from Ella Blvd. to Nashua Street (5,572 lf, 1.06 miles)
- B. CONSULTANT shall provide consultation services as later described, for the following scope items. The CONSULTANT shall only inventory the trees that are in the immediate are of the proposed shared use pathway(SUP).
 - 1. Tree preservation analysis.
 - 2. Tree preservation plans, specifications, and details.
 - 3. Tree mitigation plans, specifications, and details.
 - 4. Construction Administration.
- C. CLIENT shall provide the following related services.
 - 1. Complete topographic and boundary survey including tree survey identifying tree caliper and species for trees 1-1/2" and above.
 - 2. Private property access coordination.

II. PROCEDURE

A. TASK 1 TREE ANALYSIS

After authorization to proceed, the CONSULTANT shall conduct a preliminary review and analysis of existing trees within the project area and an estimate of trees to be preserved, removed, and mitigated based on the City of Houston's tree preservation requirements during the preliminary engineering phase of the project. The CONSULTANT shall meet with and attend CLIENT meetings as required during the preliminary engineering phase. The CONSULTANT shall review proposed construction activities and limits, and the CLIENT will provide a tree survey to determine the potential impacts of the work on existing trees within the project area.

- B. **TASK 2 TREE PRESERVATION PLAN** Upon CLIENT's written authorization to proceed, the CONSULTANT shall conduct a thorough site review of all trees within the proposed rights-of-way. The CONSULTANT will become familiar with the site and review the proposed roadway layout, utilities, typical cross sections, and grades to determine which trees can be protected or partially protected during construction activities. The CONSULTANT shall prepare plans, technical specifications, and an estimate of tree preservation costs at each project phase.
 - 1). The CONSULTANT shall locate, identify, and review the conditions of all trees and



landscapes in the public rights-of-way 1-1/2" in caliper or greater. The CONSULTANT will utilize a tree and site survey provided by the CLIENT and add any trees that might not appear on the survey. Specimen trees shall be photo-documented and reviewed for current health and potential to be preserved.

- 2) The CONSULTANT will review the proposed engineering improvements and potential impact on the existing trees. Based upon this review, the CONSULTANT will propose specific tree preservation treatments for each tree to be preserved. Trees that are not in good health or may decline during or after construction and pose a potential liability issue will be noted to be removed.
- 3) Tree preservation plans will be submitted at 90%, and 100% project phases and adhere to any applicable City of Houston Code and/or regulation.
- 4) The CONSULTANT has a Texas Certified Arborist on staff who will oversee all phases of the Work within the scope of this proposal.

C. TASK 3 TREE MITIGATION PLANS

Upon CLIENT's approval of The Tree Preservation Analysis, Preservation Plans, and estimate of probable construction costs, CONSULTANT will develop working drawings and technical specifications to mitigate tree removal and restore existing site landscaping. CONSULTANT shall prepare working drawings and technical sections of specifications(CONSULTANT'S STANDARD SPECIFICATIONS) to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation

D. TASK 4 CONSTRUCTION PHASE SERVICES

Upon the successful selection of a qualified contractor by the CLIENT, the CONSULTANT shall assist the CLIENT during the construction period. The CONSULTANT shall perform the following services per the Scope of Work upon verbal or written request by the CLIENT:

- 1) Review Contractor RFI's and submittals relating to CONSULTANT'S Scope of Work.
- 2) Up to three (3)Site visits to review tree preservation techniques and conditions.
- 3) Additional site visits beyond those listed above shall be considered Additional Services

III. BILLING AND PAYMENT

The CLIENT shall pay the CONSULTANT a maximum fee as shown below for each project phase. Project Fees for Professional Services shall be bill on an hourly basis for services rendered with backup. Professinoal Service Fees and Reimbursable Costs shall be submitted to the CLIENT by the CONSULTANT monthly and will be due and payable within thirty (30) days from the receipt of said invoice. If the CLIENT objects to all or any portion of the invoice, the CLIENT will so notify CONSULTANT in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid within thirty (30) days of date of invoice.

<u>ITEM</u>	<u>FEE</u>
1. <i>Task 1: Tree Preservation Analysis</i>	\$ 2,000.00
2. <i>Task 2: Tree Preservation Plan</i>	\$ 4,500.00
3. <i>Task 3: Tree Mitigation Plans(if applicable)</i>	\$ 1,000.00
4. <i>Task 4: Construction Phase Services</i>	\$ 1,000.00
TOTAL FEE ALL PHASES AND TASKS	\$ 8,500.00

Project related reimbursable expenses are included in the above referenced fees except for project mylars, bid, and construction set printing.

IV. ADDITIONAL SERVICES

A. The CLIENT shall provide the following information or services as required for the CONSULTANT to perform work. The CONSULTANT assumes no responsibility and shall not be liable for the accuracy of such information or services provided by the CLIENT. The CONSULTANT shall offer the following services with written authorization by the CLIENT. The CLIENT shall pay for such additional services. Additional services shall be provided on a time and material basis and billed at CONSULTANT'S normal hourly billing rates.



- (1) Complete and final site survey, in digital format, to include site boundary , topographic elevations, existing trees, and existing roadways and /or structures.
- (2) Property legal descriptions.
- (3) Complete and final site engineering drawings in digital format, showing proposed and existing roadways, parking lots, service areas and site improvements, to include, but not limited to, existing and proposed elevations, above and below ground utility structures and piping.
- (4) Soils, geotechnical, structural, electrical or mechanical engineering services.
- (5) Tree inventory, analysis, and preservation plans for trees outside the anticipated area of back of curb disturbance at proposed drainage inlets.
- (6) Work, not defined in the scope of services, requested and/or authorized by the CLIENT.
- (7) Additional work performed due to lack of performance, default, insolvency, errors and/or omissions by other consultants retained by the CLIENT and due to no fault of the CONSULTANT.
- (8) Work performed due to delays as a result of CLIENT decisions or other project reasons and due to no fault of the CONSULTANT.
- (9) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publications, maps, and documents requested by the CLIENT.
- (10) Fees for approved consultants.
- (11) Final Mylar printing for regulatory approval and signatures
- (12) Field review of tree calipers

V. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice. In the event of termination, CONSULTANT will be paid for services performed prior to the date of termination.

VI. SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon the CLIENT, the CONSULTANT, and both parties' successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the other party's written consent.

VII. CREDITS AND ACKNOWLEDGMENTS

The CONSULTANT shall be given proper credit and acknowledgments for all services, including but not limited to planning, design, and implementation. Proper credit shall be defined as being named by the CLIENT or the CLIENT's agent/CLIENT in such media as project identification boards, published articles or promotional brochures, and interviews and press releases to newspapers, professional journals, and other similar publications. The CONSULTANT reserves the right to issue press releases and marketing information and utilize public relations services to make public the role of the CONSULTANT on projects that have been made "public" by the CLIENT or the CLIENT's agent/CLIENT.

VIII. TREE PRESERVATION DISCLOSURE STATEMENT

The CONSULTANT is a certified arborist. The CONSULTANT has extensive knowledge, education, training, and experience with existing and proposed planting material. The CONSULTANT cannot guarantee that a tree will be healthy or safe under all circumstances or for a specified period. The preservation techniques proposed shall not be construed as a warranty or guarantee that the tree will survive and thrive during or after the stress imposed by adjacent construction activities. Furthermore, the CONSULTANT cannot detect every condition that could lead to a tree's structural failure. Trees are living organisms that fail in ways that cannot be fully explained. Unforeseen, existing adverse conditions may occur below ground or within the tree itself that the CONSULTANT cannot detect.

IX. CONSULTANT INDEMNIFICATION

THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, AND TECHNIQUES OF THE CONTRACTOR AND OWNER/CLIENT DURING THE REQUIRED TREE PRESERVATION PERIOD, APPLICABLE CONTRACTOR WARRANTY PERIODS, OR SUBSEQUENT YEARS AFTER THE COMPLETION OF THE PROJECT AND WARRANTY PERIOD. FURTHERMORE, THE CONSULTANT DOES NOT OFFER ANY GUARANTEES OR WARRANTIES THAT TREES SELECTED TO BE PRESERVED WILL REMAIN HEALTHY AND IN GOOD CONDITION IN THE FUTURE.

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT FROM AND AGAINST ALL CLAIMS, LIABILITIES,



LOSSES, DAMAGES, AND COSTS, INCLUDING BUT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE CLIENT'S FAILURE TO PROPERLY MAINTAIN, OR ENGAGE A CONTRACTOR TO MAINTAIN, THE WORK IN A SATISFACTORY, WORKING CONDITION FOR WHICH THE WORK WAS INTENDED TO BE USED.

X. CLIENT INDEMNIFICATION

CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS CLIENT FROM AND AGAINST ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) ARISING OUT OF THE DEATH OR BODILY INJURY TO ANY PERSON OR THE DESTRUCTION OR DAMAGE TO ANY PROPERTY, TO THE EXTENT CAUSED, DURING PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF THE CONSULTANT OR ANYONE FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE, [SUBJECT TO THE LIMITATIONS OUTLINED IN THE LIMITATION OF LIABILITY ARTICLE OF THIS AGREEMENT].

THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CONSULTANT, ITS OFFICERS, DIRECTORS, PRINCIPALS, AND EMPLOYEES FROM ANY LIABILITIES, DAMAGES, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES AND COST OF DEFENSE) TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OR THE CLIENT, CLIENT'S CONTRACTORS, CONSULTANTS OR ANYONE FOR WHOM CLIENT IS LEGALLY RESPONSIBLE.

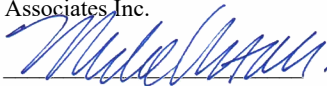
X. PROFESSIONAL PRACTICE JURISDICTION

In the event the Client has a complaint and grievance against the CONSULTANT'S employees during the performance of any of the Services. In that case, the Client shall direct all such complaints to the Texas Board of Architectural Examiners, which has jurisdiction over the professional practice of persons registered as landscape architects in Texas, at the address listed below.

Texas Board of Architectural Examiners
Architecture/Interior Design/Landscape Architecture
P O Box 12337
Austin, TX 78711
Telephone: 512/305-9000
Fax: 512/305-8900

The Parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed by the CLIENT, below.

Agreed By and Between:

M2L Associates Inc.
By: 
Michael Mauer, ISA, ASLA
Title: Senior Principal
Date: 03/02/2024

Quiddity Engineers
By: _____
Name: _____
Title: _____
Date: _____



Memorial Heights Redevelopment Authority (TIRZ 5)

SCHEDULE OF HOURLY RATES

Effective January 1, 2024

ENGINEERING PERSONNEL

Design Engineer I	\$130
Design Engineer II	\$155
Professional Engineer I	\$180
Professional Engineer II	\$205
Professional Engineer III	\$235
Professional Engineer IV	\$265
Professional Engineer V	\$290
Practice Leader	\$310

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$140
Electrical Design Engineer II	\$165
Electrical Professional Engineer I	\$200
Electrical Professional Engineer II	\$220
Electrical Professional Engineer III	\$260
Electrical Professional Engineer IV	\$280
Electrical Professional Engineer V	\$310

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$130
Construction Manager II	\$150
Construction Manager III	\$175
Construction Manager IV	\$200
Construction Manager V	\$240
Field Project Representative I	\$ 85
Field Project Representative II	\$105
Field Project Representative III	\$125
Specialist Field Project Representative I	\$140
Specialist Field Project Representative II	\$150
Senior Specialist Field Project Representative	\$170

SPECIALIST

Specialist I	\$120
Specialist II	\$150
Specialist III	\$225
Specialist IV	\$260

PLANNING PERSONNEL

Planner I	\$110
Planner II	\$150
Planner III	\$185
Planner Manager	\$265

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 85
CAD II	\$105
CAD III	\$125
Designer I	\$135
Designer II	\$155
Designer III	\$180
GIS I	\$ 100
GIS II	\$140
GIS III	\$170
GIS IV	\$230

SURVEYING PERSONNEL

1-Person Field Crew	\$150
2-Person Field Crew	\$205
3-Person Field Crew	\$250
4-Person Field Crew	\$285
Survey Technician I	\$105
Survey Technician II	\$115
Project Surveyor I	\$110
Project Surveyor II	\$130
Project Surveyor III	\$150
Project Surveyor IV	\$185
Chief of Survey Crews	\$160
Certified Photogrammetrist	\$185
Remote Pilot I	\$ 100
Remote Pilot II	\$135
Remote Pilot III	\$180
Visual Observer	\$ 100
LiDAR Tech	\$110
Aerial Tech	\$ 95
Registered Professional Land Surveyor	\$205
Survey Manager	\$240

OFFICE PERSONNEL

Engineer's Assistant I	\$ 80
Engineer's Assistant II	\$ 90
Engineer's Assistant III	\$ 100
Admin I	\$ 80
Admin II	\$ 100
Admin III	\$130
Accounting Manager	\$135
Corporate/Project Accountant	\$115



Memorial Heights Redevelopment Authority (TIRZ 5)

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 1, 2024

Subject to Annual Revision

1. Reproduction performed in office

Size	Black & White	Color
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
 <u>Large Document Prints/Plots</u>		
	Black & White	Color
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

2. Transportation (mileage): Standard IRS mileage rate in effect
3. Subcontracts and all other outside expenses and fees: Cost, plus 10% service charge
4. Surveying Expenses
- a. Crew Rates: Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. Special Rental Equipment: Cost, plus 10%
 - c. Stakes: Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. Iron Rods and Pipes: Cost, plus 10%
 - e. All-Terrain Vehicle (ATV): \$150/day
 - f. Overnight Stays: \$190/night
 - g. Overtime Rates: Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. Sales Tax: To be paid on boundary-related services.
 - i. Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%

Revised
12/12/2023

March 8, 2024



The Honorable Lizzie Fletcher
United States House of Representatives
346 Cannon HOB

Washington, DC 20515

Re: Memorial Heights TIRZ FY25 Community Project Funding Request - Shepherd and Durham Cross Streets Project Funding Commitment

Dear Representative Fletcher,

The Memorial Heights Redevelopment Authority is requesting funding through the FY25 Community Project Funding process for the Shepherd and Durham Cross Streets Project.

Currently, the Memorial Heights Redevelopment Authority is reconstructing Shepherd and Durham Drives from Loop 610 to IH-10. The proposed project encompasses the reconstruction of six cross streets not included within the scope of ongoing work, which include 23rd, 22nd, 21st, and 17th streets. The aim of the Shepherd and Durham Cross Streets Project is to create distinct improvements within safety, accessibility, drainage, and efficiency through the reconstruction of the roadway, sidewalks, and subsurface utilities for these heavily trafficked thoroughfares.

If funded, we are committed to delivering this project per the requirements of United States Department of Housing and Urban Development (the administering agency). Furthermore, we are also committed to meeting all local share requirements.

Thank you for your consideration of this priority project.

A handwritten signature in blue ink, appearing to read "Sherry F. Weesner".

Sherry F. Weesner, P.E.
President
Memorial Heights Redevelopment Authority
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056



Rates last updated in 2022
Average increase of 5.1% for Engineering Personnel

Memorial Heights Redevelopment Authority (TIRZ 5)

SCHEDULE OF HOURLY RATES

Effective January 1, 2024

ENGINEERING PERSONNEL

Design Engineer I	\$130
Design Engineer II	\$155
Professional Engineer I	\$180
Professional Engineer II	\$205
Professional Engineer III	\$235
Professional Engineer IV	\$265
Professional Engineer V	\$290
Practice Leader	\$310

ELECTRICAL ENGINEERING PERSONNEL

Electrical Design Engineer I	\$140
Electrical Design Engineer II	\$165
Electrical Professional Engineer I	\$200
Electrical Professional Engineer II	\$220
Electrical Professional Engineer III	\$260
Electrical Professional Engineer IV	\$280
Electrical Professional Engineer V	\$310

CONSTRUCTION PERSONNEL (Includes Mileage)

Construction Manager I	\$130
Construction Manager II	\$150
Construction Manager III	\$175
Construction Manager IV	\$200
Construction Manager V	\$240
Field Project Representative I	\$ 85
Field Project Representative II	\$105
Field Project Representative III	\$125
Specialist Field Project Representative I	\$140
Specialist Field Project Representative II	\$150
Senior Specialist Field Project Representative	\$170

SPECIALIST

Specialist I	\$120
Specialist II	\$150
Specialist III	\$225
Specialist IV	\$260

PLANNING PERSONNEL

Planner I	\$110
Planner II	\$150
Planner III	\$185
Planner Manager	\$265

DESIGNERS/DRAFTING PERSONNEL

CAD I	\$ 85
CAD II	\$105
CAD III	\$125
Designer I	\$135
Designer II	\$155
Designer III	\$180
GIS I	\$ 100
GIS II	\$140
GIS III	\$170
GIS IV	\$230

SURVEYING PERSONNEL

1-Person Field Crew	\$150
2-Person Field Crew	\$205
3-Person Field Crew	\$250
4-Person Field Crew	\$285
Survey Technician I	\$105
Survey Technician II	\$115
Project Surveyor I	\$110
Project Surveyor II	\$130
Project Surveyor III	\$150
Project Surveyor IV	\$185
Chief of Survey Crews	\$160
Certified Photogrammetrist	\$185
Remote Pilot I	\$ 100
Remote Pilot II	\$135
Remote Pilot III	\$180
Visual Observer	\$ 100
LiDAR Tech	\$110
Aerial Tech	\$ 95
Registered Professional Land Surveyor	\$205
Survey Manager	\$240

OFFICE PERSONNEL

Engineer's Assistant I	\$ 80
Engineer's Assistant II	\$ 90
Engineer's Assistant III	\$ 100
Admin I	\$ 80
Admin II	\$ 100
Admin III	\$130
Accounting Manager	\$135
Corporate/Project Accountant	\$115

Memorial Heights Redevelopment Authority (TIRZ 5)

SCHEDULE OF REIMBURSABLE EXPENSES

Effective January 1, 2024

Subject to Annual Revision

1. **Reproduction performed in office**

<u>Size</u>	<u>Black & White</u>	<u>Color</u>
8½ x 11 (single-sided)	\$0.05/page	\$.50/page
8½ x 11 (double-sided)	\$0.15/page	\$ 1.00/page
8½ x 14	\$0.15/page	\$.75/page
11 x 17	\$0.20/page	\$ 1.00/page
<u>Large Document Prints/Plots</u>	<u>Black & White</u>	<u>Color</u>
Bond	\$0.20/sq ft	\$ 1.00/sq ft
Photographic Bond	\$4.00/sq ft	\$ 5.00/sq ft
Mylar (4 mil)	\$2.00/sq ft	N/A

Aerial Backgrounds

All sizes \$5.00/sheet (plus above sq. ft. cost)

- 2. **Transportation (mileage):** Standard IRS mileage rate in effect
- 3. **Subcontracts and all other outside expenses and fees:** Cost, plus 10% service charge
- 4. **Surveying Expenses**
 - a. **Crew Rates:** Includes time charged portal to portal and the first 120 miles of transportation and standard survey equipment
 - b. **Special Rental Equipment:** Cost, plus 10%
 - c. **Stakes:** Cost, plus 10% service charge when an excessive number of wooden stakes or any special stakes are required
 - d. **Iron Rods and Pipes:** Cost, plus 10%
 - e. **All-Terrain Vehicle (ATV):** \$150/day
 - f. **Overnight Stays:** \$190/night
 - g. **Overtime Rates:** Jobs requiring work on weekends or holidays billed at 1.5 times the standard rate
 - h. **Sales Tax:** To be paid on boundary-related services.
 - i. **Deliveries, abstracting services, outside reproduction costs, and other reimbursable expenses charged at cost, plus 10%**

Revised
12/12/2023