

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

FEBRUARY 27, 2025

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

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MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Director Attendance Record

MEETING DATE	A. LENTS	J. HALE- HARRIS	C. MANRIQUEZ	R. STEIN	M. ZEVE	D. MCINTOSH	N. KNIGHT
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
03/14/24	Y	X	X	Y	Y	Y	Y
04/25/24	Y	Y	Y	Y	Y	Y	X
06/27/24	Y	Y	Y	Y	Y	Y	Y
09/26/24	Y	X	Y	Y	Y	Y	X
10/24/24	Y	X	Y	Y	Y	Y(V)	X
12/06/24	Y	Y	Y	Y	Y	Y	Y

Y = Attended (V = Video)

X = Did not attend (A = Audio Only)

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 Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”), open to the public, on **THURSDAY, FEBRUARY 27, 2025, at 10:00 A.M., at 1330 POST OAK BOULEVARD, SUITE 2650, 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://memorialheightstirz5.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/86342662982?pwd=LbEquIAfF0gMStusIawuZnQ3vpLBOv.1>

Meeting ID: 863 4266 2982

Passcode: 849468

TO ATTEND VIA AUDIO ONLY:

Dial: 1-346-248-7799

Meeting ID: 863 4266 2982

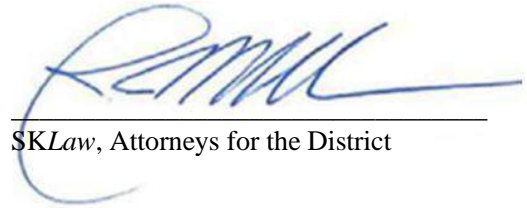
Passcode: 849468

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 6, 2024; **5**
 - ii) Approve Zone minutes of December 6, 2024; **11**
 - b) **Financial Matters** (*Authority only*):
 - i) Receive Financial Report Summary, including account and fund activity statements; **12**
 - ii) Receive investment report; **30**
3. **CHAIR REPORT** (*Authority only*);
4. **PRESIDENT REPORT** (*Authority only*);
5. **FINANCIAL MATTERS** (*Authority only*):
 - a) Authorize payment of invoices;
 - b) Authorize preparation of budget for fiscal year ending June 30, 2026;
 - c) Authorize other appropriate action;
6. **PROJECTS AND ENGINEERING** (*Authority only*): **35**
 - a) **PROJECTS IN CONSTRUCTION:**
 - i) **Little Thicket** [CIP Project T-0521]:
 - A) Update on project; **36**
 - B) Authorize appropriate action;
 - ii) **Shepherd/Durham and Selected Cross Streets – Phase 1** [CIP Project T-0523A] [SER Construction Partners, LLC]:
 - A) Update on project construction; **37**
 - B) Update regarding construction claims, damages, and litigation;
 - iii) **Yale and Center Street Intersection** [CIP Project T-0529]:
 - A) Update on project construction; **40**
 - iv) **19th and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534]:
 - A) Update on project construction; **41**

- v) **Shepherd/Durham and Selected Cross Streets – Phase 2** [CIP Project T-0523B]:
 - A) Update on project development; **47**
 - B) Approve Work Authorization [Quiddity No. 12]; **48**
 - b) **PROJECTS IN DESIGN:**
 - i) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
 - A) Update on project development; **73**
 - ii) **Houston Avenue & White Oak Drive Intersection Improvements** [CIP Project T-0520]:
 - A) Update on project development;
 - iii) **North Canal Project** [CIP Project T-0525]:
 - A) Update on project development;
 - iv) **Waugh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
 - A) Update on project development; **74**
 - v) **White Oak at Green Leaf** [CIP Project T-0541]:
 - A) Update on project development; **75**
 - vi) **Congressional District 7 Sidewalk Improvement Project** [CIP Project T-0543] & **Zone Wide Safety and Mobility Projects** [CIP Project T-0532]:
 - A) Update on project development; **76**
 - vii) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
 - A) Update on project development;
 - c) **PROJECTS IN DEVELOPMENT AND PLANNING:**
 - i) **18th Street and surrounding area pedestrian improvements** [CIP Project T-0512A]:
 - A) Update on project development;
 - ii) **19th Street Reconstruction** [CIP Project T-0522B]:
 - A) Update on project development;
 - iii) **Stude Park Improvement** [CIP Project T-0526]:
 - A) Update on project development;
 - B) Authorize Master Services Contract [SWA]; **78**
 - C) Authorize Work Authorization No. 1: Stude Park Framework; **114**
 - iv) **Public Facility Evaluation** [CIP Project T-0536]:
 - A) Update on project development;
 - v) **Transportation Alternative Area Wide Study** [CIP Project T-0538]:
 - A) Update on project development;
 - vi) **Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity Project** [CIP Project T-0540]:
 - A) Update on project development;
 - vii) **Traffic Safety Improvements at Washington/Westcott between I-10 & 610** [Planning Project P-2025]:
 - A) Update on project development; **121**
 - d) **CLOSE OUT ACTIVITIES:**
 - i) **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;
 - e) **GRANT APPLICATIONS:**
 - i) Review possible grant opportunities;
 - ii) Authorize appropriate action;
 - f) **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;
7. **COMMUNICATIONS** (*Authority only*):
- a) Receive update from Communications Committee;
 - b) Authorize appropriate action;
8. **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;
9. **CONSIDER CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY** (*Zone only*):
10. **ADJOURN.**



SKLaw, Attorneys for the District

***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.**

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

DECEMBER 6, 2024

The Board of Directors (the “Board”) of Memorial-Heights Redevelopment Authority (the “Authority”), convened in regular session, open to the public, at 1330 Post Oak Boulevard, Suite 2650, Texas 77056, on the 6th day of December, 2024, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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

and all of said persons were physically or virtually present.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer, and Heather Goodpasture of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); Mariana Raschke of TEI; Ashley Segura and Ivy Batista of Medley, Inc. (“Medley”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”).

Government Entities: Linda Trevino of Houston METRO.

Community Entities and General Public: Kevin Strickland of Super Neighborhood 15 – Greater Heights; and Dug Begley of the Houston Chronicle.

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.

CONSENT AGENDA

- a. Approve Authority minutes of October 24, 2024;
- b. Receive Financial Report Summary and Investment Report;

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

CHAIR REPORT

Chair Lents advised that in the interest of time, her report would be comprised of commentary as the meeting progresses.

PRESIDENT REPORT

Ms. Weesner advised that the 2024 continuing disclosure report for outstanding bonds has been

filed. Director McIntosh reviewed with the Board the compliance elements of the continuing disclosure process.

FINANCIAL MATTERS

Director Manriquez 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 Manriquez advised that the Finance Committee has also reviewed the invoices put before it and recommended approval. Ms. Weesner advised that the developer reimbursement payments need to be held until all required documentation has been received and approved.

Following discussion of the invoices, a motion was made by Director McIntosh, seconded by Director Zeve, and approved unanimously by the Board to approve the payment of all invoices presented, with the exception of the developer reimbursement payments, which will be addressed separately.

Review and approve revisions to Federal Procurement Policies and Procedures

Ms. Weesner advised that updated Federal Procurement Policies and Procedures are required in connection with TXDOT related projects. She and Mr. Webb reviewed the updated Procedures. They advised that a few minor administrative revisions may still be necessary. They requested approval of the updated Procedures with authorization to make any further changes if needed.

Upon motion by Director Zeve, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the updated Federal Procurement Policies and Procedures subject to any administrative changes determined necessary by Ms. Weesner and Mr. Webb.

Review and approve reimbursement to Hanover

Ms. Weesner and Mr. Kuhl reviewed with the Board the Hanover reimbursement spreadsheet prepared by the City. They noted that Hanover is in the process of finalizing related documentation.

Review and approve reimbursement to Regent Square

Ms. Weesner and Mr. Kuhl also reviewed the Regent Square reimbursement spreadsheet prepared by the City. They noted the reimbursement amount due is correct, but that other errors in the City's spreadsheet need correcting.

Following discussion of the developer reimbursement amounts, a motion was made by Director Zeve, seconded by Director Knight, and approved unanimously by the Board to approve the reimbursement payments to Hanover and Regent Square, subject to receipt of any required documentation and City spreadsheet corrections, and to authorize execution by the President of any related documentation and authorize electronic transmission of the funds.

PROJECTS AND ENGINEERING

The Board next received updates on Authority projects. Ms. Weesner reviewed a condensed project reporting format for quick reference.

PROJECTS IN CONSTRUCTION

Little Thicket

Update on project construction

Ms. Hennings advised that the Park improvements contract is near finalization.

Shepherd/Durham and Selected Cross Streets – Phase 1

Update on project construction

Mr. Kainer presented a photographic review of construction progress to date. He advised that the last paving section on Durham at 24th Street has been completed. He further advised that remaining utility poles have been relocated permitting finalization of back-of-curb work. He reviewed remaining work and overall project finalization, including the process and timing for planting 400+ trees on Durham. He also discussed recent problems arising from drivers parking on completed sidewalks and landscaping, and efforts to deter.

Update on construction claims, damages, and litigation

Mr. Kuhl provided an update on litigation matters, including related judicial and City actions.

Yale and Center Street Intersection

Update on project construction

Ms. Hennings provided a brief update on project construction progress to date, and ongoing coordination with TXDOT.

19th and Beall Area Pedestrian Street Safety Improvements

Update on project construction

Ms. Weesner advised that the TXDOT contractor continues work and coordination efforts with the City. She advised that the project is progressing toward Durham.

PROJECTS IN DESIGN

Pedestrian Improvements Shepherd at Memorial

Update on project design

Ms. Hennings reviewed ongoing planning efforts and possible partner participation. She advised that topographic survey data has been collected, and an exhibit is being prepared.

Houston Avenue & White Oak Drive Intersection Improvements

Update on project design

Ms. Hennings and Ms. Weesner advised that discussions continue with the City on developing a repair plan, including the possible addition of bollards or other improvement protection facilities.

Shepherd/Durham and Selected Cross Streets – Phase 2

Update on project design

Ms. Hennings provided an update on project design, advising that project plans have been approved, and the bid advertising process will likely commence in January. She also noted that private utilities have already focused on relocation needs.

North Canal Project

Update on project design

Ms. Hennings provided a brief update on project progress.

Waugh Drive and South Heights Safety Improvements

Update on project design

Ms. Hennings advised that the project remains on hold.

White Oak at Greenleaf

Update on project design

Ms. Hennings and Ms. Weesner advised that final design efforts continue, and that City comments are expected by the end of the year. She and Mr. Webb discussed related grant acquisition efforts.

Congressional District 7 Sidewalk Improvement & Zone Wide Safety and Mobility Projects

Update on project design

Ms. Weesner provided a brief update on project considerations and challenges.

Approve contract for engineering services

Ms. Weesner then reviewed the consulting services procurement process followed and the layered design services required for the project. She reviewed a Master Agreement for Professional Engineering Services with IDS Engineering Group, Inc. ("IDS"). Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve the contract for engineering services with IDS., as presented, and authorized the President to execute the contract on behalf of the Authority.

Approve Work Authorization No. 1 – Evaluation and Recommendations for Safe Sidewalk and Path Connections (IDS)

Ms. Weesner reviewed Work Authorization No. 1, advising that IDS will provide evaluation and recommendations for sidewalk improvements at a cost not to exceed \$97,000.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve Work Authorization No. 1 as presented and to authorize execution by the President.

Westcott Roundabout Greenspace

Update on project design

Ms. Weesner and Ms. Hennings provided a brief update on project design. They also discussed related required property owner maintenance.

PROJECTS IN DEVELOPMENT AND PLANNING

18th Street and surrounding area pedestrian improvements

Update on project development

Ms. Weesner provided a brief update on project development, advising that a start date in 2026 is possible. She reviewed the FTA grant transfer process and impact on the project.

19th Street Reconstruction

Ms. Weesner advised that the start date reflected in the current CIP is 2028, but that a carry-over grant application for the design phase has been submitted. If the application is successful, the project could be expedited.

Stude Park Improvement

Update on project development

Ms. Weesner advised that the related RFQ resulted in 8 submissions. She stated that she and a Board evaluation committee ranked the candidates, with SWA being the top contender. She advised that she will undertake negotiations with SWA for the services, and if unsuccessful, move to the next ranked candidate. She further advised that a contract and work authorization for initial services will likely be presented at the next meeting.

Public Facility Evaluation

Update on project development

Ms. Weesner advised that the project entails the review of public facilities in or adjacent to the Zone, including fire stations, parks, community and multi-service facilities, that have upgrade or replacement needs. She noted that any resultant projects will require further budget approval by the City.

Transportation Alternative Area Wide Study

Update on project development

Ms. Weesner advised that TXDOT has awarded a \$460,000 grant to study access to schools and parks. She noted that an RFP for the project is currently in progress, and that public outreach and input will be required.

Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity

Update on project development

Ms. Weesner advised that the work on a possible FTA grant transfer continues.

Traffic Safety Improvements at Washington/Westcott between I-10 and 610

Update on project development

Ms. Hennings provided a brief update on project development, noting that hotspots of activity in the corridor are being identified.

CLOSE OUT ACTIVITIES

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

Update on project

Ms. Weesner advised that the project is substantially complete, and reviewed remaining finalization items.

GRANT APPLICATIONS

Mr. Webb and Ms. Weesner reviewed federal and state grant programs awarded to date. Ms. Weesner advised that TIP selections will likely be presented in the coming months and that a call for applications will open in February.

COMMUNICATIONS

Receive update from Communications Committee

Director Hale-Harris reviewed Authority communication and social media actions. She noted ongoing website updates and mail outs.

Ms. Batista advised that Medley continues to prioritize project information, including updates on tree planting.

EXECUTIVE SESSION

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

ADJOURNMENT

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

Secretary
Memorial-Heights Redevelopment Authority

**MINUTES OF REGULAR MEETING
OF
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS
DECEMBER 6, 2024**

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 1330 Post Oak Boulevard, Suite 2650, Houston, Texas 77056, on the 6th day of December, 2024, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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

and all of said persons were physically or virtually present.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer, and Heather Goodpasture of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Melissa Morton of The Morton Accounting Services (“TMAS”); Mariana Raschke of TEI; Ashley Segura and Ivy Batista of Medley, Inc. (“Medley”); John Kuhl and Audrey Lyons of Sanford Kuhl Hagan Kugle Parker Kahn LLP (“SKLaw”).

Government Entities: Linda Trevino of Houston METRO.

Community Entities and General Public: Kevin Strickland of Super Neighborhood 15 – Greater Heights; and Dug Begley of the Houston Chronicle.

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.

CONSENT AGENDA

- a. Approve Zone minutes of October 24, 2024;

Upon motion by Director Zeve, seconded by Director McIntosh, and after full discussion, the Board voted unanimously to approve the Consent Agenda item.

CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY

The next item on the agenda was to consider, confirm, or ratify the actions of Memorial-Heights Redevelopment Authority, as may be necessary. The Board noted that no confirmation or ratification actions 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
February Board Meeting
Thursday, February 27, 2025**

At the beginning of November, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$57,448,534. TIRZ #5 received a total of \$1,756,352 mainly from grant income (\$1,506,857). During the period, TIRZ #5 processed \$23,426 in disbursements during the period. 84% of the disbursements related to disbursements to Quickbooks Payroll (\$14,018) and United States Treasury (\$5,543) for Payroll Taxes. The ending balance as of month end November 30, 2024 was \$59,181,460.

At the beginning of December, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$59,181,460. TIRZ #5 received a total of \$812,278.51 mainly from the Interlocal Agreement Contribution (\$550,000). During the period, TIRZ #5 processed \$1,469,723 in disbursements during the period. 89% of the disbursements related to disbursements to SER Construction (\$1,307,769) for CIP Projects. The ending balance as of month end December 31, 2024 was \$58,524,016.

At the beginning of January, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$58,524,016. TIRZ #5 received a total of \$730,065 mainly from grant income (\$524,973). During the period, TIRZ #5 processed \$301,487 in disbursements during the period. 84% of the disbursements related to disbursements to CDM Smith (\$136,626) and Quiddity (\$74,515), for CIP Projects and Goodman (\$41,292) for Consulting. The ending balance as of month end January 31, 2025 was \$58,952,594.

The invoices pending approval total \$2,942,411. See attached "Unpaid Bills Detail" Report for invoices pending approval on page 4. Invoices paid in between board meetings and the respective invoices are in the Appendix.

There was \$4,195,869 spent for Capital Projects for the period. The projects that utilized the majority of the funding was T-0523A Shepherd/Durham & Selected Cross streets (\$4,131,111). See attached "Capital Improvement Projects" Report on pages 5 and 6.

**Memorial Heights Redevelopment Authority
General Operating Fund
As of January 31, 2025**

General Operating Fund

BEGINNING BALANCE \$ 57,448,534.22

REVENUE

Frost Money Market Interest	118.07	Interest
TexPool	149,638.42	Interest
FHWA Treas	1,506,856.69	Grant Income
Regions Project Fund	61,377.74	Interest
Regions Debt Service Fund	2,708.11	Interest
Argonaut Mgmt Services	42,500.00	Damage Reimbursement 05.02.2016
Greater Northside Mgmt Dist	10,000.00	Park Repairs
City of Houston	550,000.00	Interlocal Agreement Contribution
Frost Money Market Interest	107.65	Interest
TexPool	149,674.44	Interest
FHWA Treas	524,972.62	Grant Income
Regions Project Fund	57,461.07	Interest
Regions Debt Service Fund	2,535.35	Interest
Frost Money Market Interest	91.79	Interest
TexPool	144,682.20	Interest
Regions Project Fund	57,769.58	Interest
Regions Debt Service Fund	2,548.96	Interest

Total Revenue 3,263,042.69

DISBURSEMENTS

ACH Schwab Retirement	3,850.00	Retirement
ACH Texas Workforce Commission	15.00	Unemployment Tax
ACH Quickbooks Payroll Service	14,018.20	Admin Payroll
ACH United States Treasury	5,543.09	Payroll Taxes
ACH Commerce Bank	874.36	Credit Card
ACH Equi Tax	300.00	Tax Disclosure
ACH SER Construction	1,307,769.43	Capital Projects
ACH Texas Department of Transportation	15,000.00	Access Study
ACH Schwab Retirement	1,925.00	Retirement
ACH Goodman	33,521.73	Engineering Consultant
ACH Hunton Andrews Kurth	6,552.00	Legal Invoices
ACH Medley	2,013.86	Marketing Retainer
ACH Quiddity Engineering	23,795.90	Capital Projects
ACH Sanford Kuhl Hagan Kugle Parker	20,794.94	Legal Invoices
ACH The Morton Accounting Services	1,961.03	CPA Services
ACH Quickbooks Payroll Service	13,955.65	Admin Payroll
ACH United States Treasury	5,605.65	Payroll Taxes
ACH CDM Smith	136,626.27	Capital Projects
ACH Goodman	41,292.16	Engineering Consultant
ACH Hunton Andrews Kurth	2,391.00	Legal Invoices
ACH Masterson Advisors	3,500.00	Annual Fee
ACH Medley	2,013.86	Marketing Retainer
ACH Quiddity Engineering	74,514.98	Capital Projects
ACH Sanford Kuhl Hagan Kugle Parker	16,387.46	Legal Invoices
ACH The Morton Accounting Services	1,961.03	CPA Services
ACH Schwab Retirement	1,925.00	Retirement
ACH Quickbooks Payroll Service	12,873.44	Admin Payroll
ACH United States Treasury	8,001.78	Payroll Taxes

Total Disbursements 1,758,982.82

ENDING BALANCE \$ 58,952,594.09

January 31, 2025
Balance

LOCATION OF ASSETS

Frost Checking	1,197,795.84
Frost Money Mkt	2,886,033.94
Frost Project Fund	465.00
Regions Debt Service Fund	673,413.85
Regions Project Fund	15,262,220.06
TexPool Investment	38,932,665.40

Total Account Balance \$ 58,952,594.09

Memorial Heights Redevelopment Authority
Unpaid Bills Detail
As of March 1, 2025

Type	Date	Num	Memo	Due Date	Open Balance
CDM Smith Inc.					
Bill	01/31/2025	90225982	Project: Shepherd & Durham Major Investment Project December 2024	02/10/2025	109,377.13
Total CDM Smith Inc.					109,377.13
Goodman Corporation					
Bill	01/31/2025	1-2025-119	MRA109 General Planning Support January 2025	02/10/2025	9,649.40
Bill	01/31/2025	1-2025-88	MRA113 Project - Phase I Construction Phase Grant Mngt January 2025	02/10/2025	9,468.96
Bill	01/31/2025	1-2025-89	MRA120 Project -HSIP Coordination January 2025	02/10/2025	786.66
Bill	01/31/2025	1-2025-90	MRA121 Project - Limited Bid & Construction Phase January 2025	02/10/2025	134.62
Bill	01/31/2025	1-2025-91	MRA122 Project -11th Street Use Path January 2025	02/10/2025	641.20
Bill	01/31/2025	1-2025-92	MRA125 Project -TxDOT TA Planning January 2025	02/10/2025	689.20
Bill	01/31/2025	1-2025-93	MRA126 Project -Project Coordination & Grant Mgmt Support HSIP FY2025 January 2025	02/10/2025	252.49
Bill	01/31/2025	1-2025-94	MRA129 Project- W18th Street Sidewalks January 2025	02/10/2025	3,316.90
Total Goodman Corporation					24,939.43
Hunton Andrews Kurth					
Bill	01/01/2025	131821847	Nicholas Litinas Legal Services Through 12.31.24	01/11/2025	3,166.00
Bill	01/01/2025	121821848	TJHuston Properties Legal Services Through 12.31.24	01/11/2025	938.00
Bill	01/31/2025	131822631	Nicholas Litinas Legal Services Through 01.31.25	02/10/2025	1,304.00
Bill	01/31/2025	131822632	TJHuston Properties Legal Services Through 01.31.25	02/10/2025	1,291.00
Total Hunton Andrews Kurth					6,699.00
Medley Inc.					
Bill	02/03/2025	1313	Monthly Digital Retainer - JAN 2024	02/13/2025	2,013.86
Total Medley Inc.					2,013.86
Quiddity Engineering, LLC					
Bill	11/30/2024	ARIV1030388	Project Number: 14760-0001-00 November 1 - November 30, 2024	12/10/2024	3,487.50
Bill	11/30/2024	ARIV1030389	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through November 30, ...	12/10/2024	9,067.04
Bill	11/30/2024	ARIV1030390	T0523A Shepherd Durham Cross Streets - Phase 1 CPS Through November 30, 2024	12/10/2024	7,218.44
Bill	11/30/2024	ARIV1030391	West 19th Street and Beall Sidewalks - Through November 30, 2024	12/10/2024	2,993.75
Bill	11/30/2024	ARIV1030392	Westcott Roundabout Greenspace - Through November 30, 2024	12/10/2024	2,388.28
Bill	11/30/2024	ARIV1030393	T-0522A Mobility Drainage Study/18th/19th/20th - Through November 30, 2024	12/10/2024	162.25
Bill	11/30/2024	ARIV1030394	T-0541 White Oak at Greenleaf - Through November 30, 2024	12/10/2024	630.00
Bill	11/30/2024	ARIV1030396	T0521 Little Thicket - Through November 30, 2024	12/10/2024	667.50
Bill	11/30/2024	ARIV1030397	P-2025 Work Authorization No 1 - Westcott and Washington Traffic Study Through Nove...	12/10/2024	1,022.50
Total Quiddity Engineering, LLC					27,637.26
Regions Corporate Trust					
Bill	02/28/2025	#11879 MAR...	Debt Service Payment	03/10/2025	586,612.51
Total Regions Corporate Trust					586,612.51
Sanford Kuhl Hagan Kugle Parker Kahn					
Bill	11/30/2024	24-1659	Admin/Meeting through November 30, 2024	12/10/2024	300.00
Bill	11/30/2024	24-1660	Legal services through November 30, 2024	12/10/2024	4,162.50
Bill	11/30/2024	24-1661	Legal services through November 30, 2024	12/10/2024	288.75
Bill	11/30/2024	24-1662	Legal services through November 30, 2024	12/10/2024	647.50
Bill	11/30/2024	24-1663	Legal services through November 30, 2024	12/10/2024	3,006.25
Bill	11/30/2024	24-1664	Legal services through November 30,2024	12/10/2024	195.00
Bill	12/31/2024	24-1778	Admin/Meeting through December 31, 2024	01/10/2025	2,180.00
Bill	12/31/2024	24-1779	Legal services through December 31, 2024	01/10/2025	8,694.10
Bill	12/31/2024	24-1780	Legal services through December 31, 2024	01/10/2025	288.75
Bill	12/31/2024	24-1781	Legal services through December 31, 2024	01/10/2025	910.00
Bill	12/31/2024	24-1782	Legal services through December 31, 2024	01/10/2025	546.25
Bill	12/31/2024	24-1783	Legal services through December 31,2024	01/10/2025	325.00
Total Sanford Kuhl Hagan Kugle Parker Kahn					21,544.10
SER Construction					
Bill	12/31/2024	Pay Est #32	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 December 2024	01/10/2025	1,433,271.66
Total SER Construction					1,433,271.66
Sovereign Regent Square LLC					
Bill	11/30/2024	Reimbursement	Developer Reimbursement 2024(Construction Cost)	12/10/2024	725,202.13
Total Sovereign Regent Square LLC					725,202.13
The Morton Accounting Services					
Bill	01/01/2025	2676	December 2024 CPA Services	01/11/2025	3,110.84
Bill	01/31/2025	2678	January 2025 CPA Services	02/10/2025	2,003.53
Total The Morton Accounting Services					5,114.37
TOTAL					2,942,411.45

No assurance is provided on these financial statements

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Accrual Basis

Memorial Heights Redevelopment Authority

Capital Improvement Projects

November 2024 through January 2025

Type	Date	Num	Name	Memo	Amount
Capital Improvement Plan					
T-0510 Buffalo to White Oak Tra					
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T0510 Shepherd at Memorial - Through November 8, 20...	136.25
Total T-0510 Buffalo to White Oak Tra					136.25
T-0520 Houston Ave & White Oak					
Bill	11/01/2024	24-1410	Sanford Kuhl Hagan Ku...	T-0520 Houston Ave/White Oak September 2024	390.00
Total T-0520 Houston Ave & White Oak					390.00
T-0521 Little Thicket Park Impr					
Bill	11/30/2024	24-1542	Sanford Kuhl Hagan Ku...	Little Thicket Park October 2024	2,765.00
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T0521 Little Thicket - Through November 8, 2024	2,010.00
Bill	11/30/2024	24-1661	Sanford Kuhl Hagan Ku...	Little Thicket Park November 30, 2024	288.75
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T0521 Little Thicket - Through November 30, 2024	667.50
Bill	12/31/2024	24-1780	Sanford Kuhl Hagan Ku...	Little Thicket Park December 31, 2024	288.75
Total T-0521 Little Thicket Park Impr					6,020.00
T-0522A 18th St & Surrounding					
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Total Fee \$198,517.60	162.25
Total T-0522A 18th St & Surrounding					162.25
T-0523A Shepherd Durham & Cross					
Bill	11/01/2024	24-1411	Sanford Kuhl Hagan Ku...	Shepher/Durham Recon September 2024	2,267.50
Bill	11/30/2024	Pay Est ...	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phas...	1,307,769.43
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	9,468.96
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	476.84
Bill	11/30/2024	11-2024...	Goodman Corporation	MRA 121 Task 1 - \$6,731	605.79
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	641.20
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	1,873.60
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	2,696.15
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	704.40
Bill	11/30/2024	11-2024...	Goodman Corporation	-MULTIPLE-	422.85
Bill	11/30/2024	90218936	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project ...	136,626.27
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final Design ...	13,488.75
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Total Fee - \$364,200	15,241.94
Bill	11/30/2024	24-1662	Sanford Kuhl Hagan Ku...	Shepher/Durham Recon November 30, 2024	647.50
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final Design ...	9,067.04
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Total Fee - \$364,200	7,218.44
Bill	12/01/2024	Pay Est ...	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phas...	778,283.71
Bill	12/01/2024	90224871	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project ...	114,990.64
Bill	12/01/2024	90221594	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project ...	142,201.67
Bill	12/19/2024	1318209...	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 11.30.24	2,391.00
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	9,468.96
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	258.82
Bill	12/31/2024	12-2024...	Goodman Corporation	MRA 121 Task 1 - \$6,731	269.24
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	641.20
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	94.34
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	689.20
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	1,764.19
Bill	12/31/2024	12-2024...	Goodman Corporation	-MULTIPLE-	5,293.86
Bill	12/31/2024	24-1781	Sanford Kuhl Hagan Ku...	Shepher/Durham Recon December 31, 2024	910.00
Bill	12/31/2024	Pay Est ...	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phas...	1,433,271.66
Bill	01/01/2025	1318218...	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 12.31.24	3,166.00
Bill	01/01/2025	1218218...	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 12.31.24	938.00
Bill	01/31/2025	1-2025-88	Goodman Corporation	-MULTIPLE-	9,468.96
Bill	01/31/2025	1-2025-89	Goodman Corporation	-MULTIPLE-	786.66
Bill	01/31/2025	1-2025-90	Goodman Corporation	MRA 121 Task 1 - \$6,731	134.62
Bill	01/31/2025	1-2025-91	Goodman Corporation	-MULTIPLE-	641.20
Bill	01/31/2025	1-2025-92	Goodman Corporation	-MULTIPLE-	689.20
Bill	01/31/2025	1-2025-93	Goodman Corporation	-MULTIPLE-	252.49
Bill	01/31/2025	1-2025-94	Goodman Corporation	-MULTIPLE-	3,316.90
Bill	01/31/2025	1318226...	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 01.31.25	1,304.00

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Accrual Basis

Memorial Heights Redevelopment Authority

Capital Improvement Projects

November 2024 through January 2025

Type	Date	Num	Name	Memo	Amount
Bill	01/31/2025	1318226...	Hunton Andrews Kurth	TJHuston Properties Legal Services Through 01.31.25	1,291.00
Bill	01/31/2025	90225982	CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project ...	109,377.13
Total T-0523A Shepherd Durham & Cross					4,131,111.31
T-0526 Stude Park Improvement					
Bill	11/30/2024	24-1664	Sanford Kuhl Hagan Ku...	Stude Park November 30, 2024	195.00
Bill	12/31/2024	24-1783	Sanford Kuhl Hagan Ku...	Stude Park December 31, 2024	325.00
Total T-0526 Stude Park Improvement					520.00
T-0532 Zone Wide Safety & Mob					
Bill	11/01/2024	24-1414	Sanford Kuhl Hagan Ku...	T-0532 Zone Wide Safety September 2024	1,645.00
Total T-0532 Zone Wide Safety & Mob					1,645.00
T-0534 West 19th Beall Sidewalk					
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Total Fee \$60,100	39,410.54
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Total Fee \$60,100	2,993.75
Total T-0534 West 19th Beall Sidewalk					42,404.29
T-0538 Transportation Area Stud					
Bill	11/01/2024	24-1413	Sanford Kuhl Hagan Ku...	T-538 - Transportation Area Study September 2024	62.50
Bill	11/30/2024	24-1543	Sanford Kuhl Hagan Ku...	T-538 - Transportation Area Study October 2024	421.25
Total T-0538 Transportation Area Stud					483.75
T-0539 Full Reconstruct Cross					
Bill	11/01/2024	24-1412	Sanford Kuhl Hagan Ku...	T-0539 Cross Streets September 2024	260.00
Total T-0539 Full Reconstruct Cross					260.00
T-0541 White Oak @ Greenleaf					
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T-0541 White Oak at Greenleaf - Through November 8, ...	2,360.00
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	T-0541 White Oak at Greenleaf - Through November 30...	630.00
Total T-0541 White Oak @ Greenleaf					2,990.00
T-0543 Congressional Dist 7					
Bill	11/30/2024	24-1544	Sanford Kuhl Hagan Ku...	T-543- Sidewalk Improvements October 2024	3,672.50
Bill	11/30/2024	24-1663	Sanford Kuhl Hagan Ku...	T-543- Sidewalk Improvements November 30, 2024	3,006.25
Bill	12/31/2024	24-1782	Sanford Kuhl Hagan Ku...	T-543- Sidewalk Improvements December 31, 2024	546.25
Total T-0543 Congressional Dist 7					7,225.00
T-0544 Westcott Roundabout					
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Westcott Roundabout	132.50
Bill	11/30/2024	ARIV10...	Quiddity Engineering, L...	Westcott Roundabout	2,388.28
Total T-0544 Westcott Roundabout					2,520.78
Total Capital Improvement Plan					4,195,868.63
TOTAL					4,195,868.63

Memorial Heights Redevelopment Authority

Profit & Loss Prev Year Comparison

July 2024 through January 2025

	Jul '24 - Jan 25	Jul '23 - Jan 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
Grant Income	2,031,829.31	2,837,533.47	-805,704.16	-28.4%
Interest Income	920,285.04	641,654.67	278,630.37	43.4%
Interest Income - CIP	433,840.95	1,026,653.10	-592,812.15	-57.7%
Revenue - Other	592,500.00	0.00	592,500.00	100.0%
Tax Increment - City	0.00	134,694.54	-134,694.54	-100.0%
Total Income	3,978,455.30	4,640,535.78	-662,080.48	-14.3%
Cost of Goods Sold				
Capital Improvement Plan				
T-0510 Buffalo to White Oak Tra	9,935.50	0.00	9,935.50	100.0%
T-0520 Houston Ave & White Oak	390.00	0.00	390.00	100.0%
T-0521 Little Thicket Park Impr	6,600.00	2,677.50	3,922.50	146.5%
T-0522A 18th St & Surrounding	15,037.19	17,068.54	-2,031.35	-11.9%
T-0523 Shepherd/Durham Reconstr	15,000.00	0.00	15,000.00	100.0%
T-0523A Shepherd Durham & Cross	8,069,955.53	8,788,635.59	-718,680.06	-8.2%
T-0526 Stude Park Improvement	520.00	0.00	520.00	100.0%
T-0531 Pedestrian Improv. Const	0.00	4,826.16	-4,826.16	-100.0%
T-0532 Zone Wide Safety & Mob	2,625.00	0.00	2,625.00	100.0%
T-0534 West 19th Beall Sidewalk	49,129.29	576,441.58	-527,312.29	-91.5%
T-0535 Safety & Mobility Imp	13,395.30	6,110.00	7,285.30	119.2%
T-0537 Inf Imps Shep awhite Oak	13,984.55	57,655.20	-43,670.65	-75.7%
T-0538 Transportation Area Stud	873.75	0.00	873.75	100.0%
T-0539 Full Reconstruct Cross	16,885.67	2,052.00	14,833.67	722.9%
T-0540 11th St Side Path	390.00	0.00	390.00	100.0%
T-0541 White Oak @ Greenleaf	21,768.75	0.00	21,768.75	100.0%
T-0543 Congressional Dist 7	7,355.00	0.00	7,355.00	100.0%
T-0544 Westcott Roundabout	5,089.30	9,190.57	-4,101.27	-44.6%
Total Capital Improvement Plan	8,248,934.83	9,464,657.14	-1,215,722.31	-12.8%
Total COGS	8,248,934.83	9,464,657.14	-1,215,722.31	-12.8%
Gross Profit	-4,270,479.53	-4,824,121.36	553,641.83	11.5%
Expense				
Debt Service				
Bond Principal	925,000.00	880,000.00	45,000.00	5.1%
Interest Expense	609,737.51	631,737.51	-22,000.00	-3.5%
Total Debt Service	1,534,737.51	1,511,737.51	23,000.00	1.5%
Developer Reimbursement	1,198,892.06	929,662.79	269,229.27	29.0%
Payroll Expenses				
Payroll Taxes	7,359.61	6,501.15	858.46	13.2%
Retirement Expense	13,475.00	10,500.00	2,975.00	28.3%
Salary Payroll	134,750.00	105,000.00	29,750.00	28.3%
Payroll Expenses - Other	30.89	15.48	15.41	99.6%
Total Payroll Expenses	155,615.50	122,016.63	33,598.87	27.5%
Program and Project Consultants				
Engineering Consultants	56,245.00	6,779.90	49,465.10	729.6%
Legal Expense	36,356.75	59,934.89	-23,578.14	-39.3%
Planning Consultants	48,425.88	59,356.73	-10,930.85	-18.4%
Total Program and Project Consultants	141,027.63	126,071.52	14,956.11	11.9%
TIRZ Administration & Overhead				
Accounting	14,919.52	14,283.52	636.00	4.5%
Administration	5,941.25	5,640.00	301.25	5.3%
Auditing	22,750.00	23,750.00	-1,000.00	-4.2%
Office Expenses				
Bank Service Charges	0.00	70.41	-70.41	-100.0%
Office Expenses - Other	957.12	792.00	165.12	20.9%

Memorial Heights Redevelopment Authority
Profit & Loss Prev Year Comparison
July 2024 through January 2025

	Jul '24 - Jan 25	Jul '23 - Jan 24	\$ Change	% Change
Total Office Expenses	957.12	862.41	94.71	11.0%
Tax Consultant	10,018.20	7,928.40	2,089.80	26.4%
Total TIRZ Administration & Overhead	54,586.09	52,464.33	2,121.76	4.0%
Total Expense	3,084,858.79	2,741,952.78	342,906.01	12.5%
Net Ordinary Income	-7,355,338.32	-7,566,074.14	210,735.82	2.8%
Net Income	-7,355,338.32	-7,566,074.14	210,735.82	2.8%

Memorial Heights Redevelopment Authority

Balance Sheet Prev Year Comparison

As of January 31, 2025

	Jan 31, 25	Jan 31, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Frost Bank Checking	1,207,795.84	19,854,144.62	-18,646,348.78	-93.9%
Frost Bank Money Mkt	2,876,033.94	700,802.62	2,175,231.32	310.4%
Frost Bank Project Fund	465.00	465.00	0.00	0.0%
Regions Debt Service Fund	673,413.85	656,729.60	16,684.25	2.5%
Regions Project Fund	15,262,220.06	14,485,607.68	776,612.38	5.4%
TexPool Investment	38,932,665.40	18,633,097.86	20,299,567.54	108.9%
Total Checking/Savings	58,952,594.09	54,330,847.38	4,621,746.71	8.5%
Other Current Assets				
Due from Other Funds	15,329,795.00	15,329,795.00	0.00	0.0%
Total Other Current Assets	15,329,795.00	15,329,795.00	0.00	0.0%
Total Current Assets	74,282,389.09	69,660,642.38	4,621,746.71	6.6%
Fixed Assets				
Fixed Assets	43,165.60	0.00	43,165.60	100.0%
Total Fixed Assets	43,165.60	0.00	43,165.60	100.0%
TOTAL ASSETS	74,325,554.69	69,660,642.38	4,664,912.31	6.7%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	3,868,341.99	2,880,440.28	987,901.71	34.3%
Total Accounts Payable	3,868,341.99	2,880,440.28	987,901.71	34.3%
Other Current Liabilities				
Due to Other Funds	15,329,795.00	15,329,795.00	0.00	0.0%
Payroll Liabilities	2,051.00	8,982.50	-6,931.50	-77.2%
Retainage Payable	1,917,984.46	0.00	1,917,984.46	100.0%
Total Other Current Liabilities	17,249,830.46	15,338,777.50	1,911,052.96	12.5%
Total Current Liabilities	21,118,172.45	18,219,217.78	2,898,954.67	15.9%
Total Liabilities	21,118,172.45	18,219,217.78	2,898,954.67	15.9%
Equity				
Fund Balance Equity CIP	31,539,040.94	31,539,040.94	0.00	0.0%
Retained Earnings	29,023,679.62	27,468,457.80	1,555,221.82	5.7%
Net Income	-7,355,338.32	-7,566,074.14	210,735.82	2.8%
Total Equity	53,207,382.24	51,441,424.60	1,765,957.64	3.4%
TOTAL LIABILITIES & EQUITY	74,325,554.69	69,660,642.38	4,664,912.31	6.7%

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
Grant Income						
Gen...	07/01/2024	CPA 24-2R	*	FHWA Treasury	Grant income unreceived at year end per Goodm...	-1,400,232.32
Gen...	07/01/2024	CPA 24-2R	*	FHWA Treasury	Grant income unreceived at year end per Goodm...	-1,266,837.12
Gen...	07/01/2024	CPA 24-2R	*	FHWA Treasury	Grant income unreceived at year end per Goodm...	-889,016.65
Depo...	08/02/2024	ACH			FHWA Treas 310 Misc Pay	1,400,232.32
Depo...	08/14/2024	ACH			FHWA Treas 310 Misc Pay	1,266,837.12
Depo...	09/17/2024	ACH			FHWA Treas 310 Misc Pay	889,016.65
Depo...	11/04/2024	ACH			FHWA Treas 310 Misc Pay	535,657.32
Depo...	11/13/2024	ACH			FHWA Treas 310 Misc Pay	971,199.37
Depo...	01/14/2025	ACH			FHWA Treas 310 Misc Pay	524,972.62
Total Grant Income						2,031,829.31
Interest Income						
Depo...	07/31/2024				Interest	86,015.23
Depo...	07/31/2024				Interest	42.75
Depo...	07/31/2024				Interest	3,256.58
Depo...	08/31/2024				Interest	86,085.37
Depo...	08/31/2024				Interest	9,623.78
Depo...	08/31/2024				Interest	42.75
Depo...	09/30/2024				Interest	74.12
Depo...	09/30/2024				Interest	110,084.81
Depo...	09/30/2024				Interest	9,636.80
Depo...	10/31/2024				Interest	3,171.23
Depo...	10/31/2024				Interest	211.59
Depo...	10/31/2024				Interest	159,935.04
Depo...	11/30/2024				Interest	118.07
Depo...	11/30/2024				Interest	2,708.11
Depo...	11/30/2024				Interest	149,638.42
Depo...	12/31/2024				Interest	2,535.35
Depo...	12/31/2024				Interest	149,674.44
Depo...	12/31/2024				Interest	107.65
Depo...	01/31/2025				Interest	144,682.20
Depo...	01/31/2025				Interest	2,548.96
Depo...	01/31/2025				Interest	91.79
Total Interest Income						920,285.04
Interest Income - CIP						
Depo...	07/31/2024				Interest	63,441.89
Depo...	08/31/2024				Interest	65,797.80
Depo...	09/30/2024				Interest	65,892.69
Depo...	10/31/2024				Interest	62,100.18
Depo...	11/30/2024				Interest	61,377.74
Depo...	12/31/2024				Interest	57,461.07
Depo...	01/31/2025				Interest	57,769.58
Total Interest Income - CIP						433,840.95
Revenue - Other						
Invoice	11/12/2024	300		City of Houston Cust.	The City shall contribute \$550,000.00 for Projec...	550,000.00
Depo...	12/13/2024			Argo Group US	Tree Damage 05.02.2016	42,500.00
Total Revenue - Other						592,500.00
Total Income						3,978,455.30
Cost of Goods Sold						
Capital Improvement Plan						
T-0510 Buffalo to White Oak Tra						
Bill	07/31/2024	ARIV1022575		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through July 26, ...	498.00
Bill	08/31/2024	ARIV1024569		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through August ...	2,936.25
Bill	09/30/2024	ARIV1026083		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through Septem...	4,450.00
Bill	10/31/2024	ARIV1027233		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through October ...	1,915.00
Bill	11/30/2024	ARIV1028945		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through Novemb...	136.25
Total T-0510 Buffalo to White Oak Tra						9,935.50
T-0520 Houston Ave & White Oak						
Bill	11/01/2024	24-1410		Sanford Kuhl Hagan Kugle Parker Ka...	T-0520 Houston Ave/White Oak September 2024	390.00
Total T-0520 Houston Ave & White Oak						390.00

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
T-0521 Little Thicket Park Impr						
Bill	10/01/2024	24-1281		Sanford Kuhl Hagan Kugle Parker Ka...	Little Thicket Park August 2024	260.00
Bill	10/31/2024	ARIV1027236		Quiddity Engineering, LLC	T0521 Little Thicket - Through October 11, 2024	320.00
Bill	11/30/2024	24-1542		Sanford Kuhl Hagan Kugle Parker Ka...	Little Thicket Park October 2024	2,765.00
Bill	11/30/2024	ARIV1028947		Quiddity Engineering, LLC	T0521 Little Thicket - Through November 8, 2024	2,010.00
Bill	11/30/2024	24-1661		Sanford Kuhl Hagan Kugle Parker Ka...	Little Thicket Park November 30, 2024	288.75
Bill	11/30/2024	ARIV1030396		Quiddity Engineering, LLC	T0521 Little Thicket - Through November 30, 2024	667.50
Bill	12/31/2024	24-1780		Sanford Kuhl Hagan Kugle Parker Ka...	Little Thicket Park December 31, 2024	288.75
Total T-0521 Little Thicket Park Impr						6,600.00
T-0522A 18th St & Surrounding						
Bill	07/31/2024	ARIV1022572		Quiddity Engineering, LLC	Total Fee \$198,517.60	5,186.22
Bill	08/31/2024	ARIV1024218		Quiddity Engineering, LLC	Total Fee \$198,517.60	129.80
Bill	09/30/2024	ARIV1026080		Quiddity Engineering, LLC	Total Fee \$198,517.60	9,558.92
Bill	11/30/2024	ARIV1030393		Quiddity Engineering, LLC	Total Fee \$198,517.60	162.25
Total T-0522A 18th St & Surrounding						15,037.19
T-0523 Shepherd/Durham Reconstr						
Bill	10/01/2024	CSJ 0912-72-777		Texas Department of Transportation	White Oak Bayou Safety & Access Study	15,000.00
Total T-0523 Shepherd/Durham Reconstr						15,000.00
T-0523A Shepherd Durham & Cross						
Bill	07/31/2024	7-2024-57		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	07/31/2024	7-2024-57		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	07/31/2024	7-2024-57		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	07/31/2024	7-2024-99		Goodman Corporation	MRA118 Right of Way Acquisition	4,772.25
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 1 - \$10,901	109.01
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 2 - \$23,922	119.61
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 3 - \$28,432	284.32
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	07/31/2024	7-2024-59		Goodman Corporation	MRA121 Project - Limited Bid & Construction Ph...	336.55
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	07/31/2024	7-2024-61		Goodman Corporation	MRA124 Project - Tax Increment Revenue Analy...	1,198.00
Bill	07/31/2024	7-2024-62		Goodman Corporation	MRA125 Task 1 - \$3,012	602.40
Bill	07/31/2024	7-2024-62		Goodman Corporation	MRA125 Task 2 - \$6,892	344.60
Bill	07/31/2024	7-2024-62		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 1 - \$3,607	36.07
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 2 - \$6,818	340.90
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA 126 Task 5 - \$7,596	37.98
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 1 - \$3,842	960.50
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	07/31/2024	24-1128		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon July 2024	1,105.00
Bill	07/31/2024	ARIV1022569		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final ...	1,585.67
Bill	07/31/2024	ARIV1022570		Quiddity Engineering, LLC	Total Fee - \$364,200	3,803.36
Bill	07/31/2024	131817341		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 07....	4,975.00
Bill	07/31/2024	90213320		CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	113,801.31
Bill	07/31/2024	Pay Est #27		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Street...	765,224.74
Bill	08/30/2024	8-2024-58		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	08/30/2024	8-2024-58		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	08/30/2024	8-2024-58		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	08/30/2024	8-2024-117		Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	960.75
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 1 - \$10,901	654.06
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 2 - \$23,922	358.83
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 3 - \$28,432	1,705.92
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	08/30/2024	8-2024-60		Goodman Corporation	MRA 121 Task 1 - \$6,731	336.55
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA123 Task 1 - \$11,055	552.75
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA123 Task 2 - \$5,716	0.00
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 1 - \$3,607	541.05
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 2 - \$6,818	1,772.68
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA 126 Task 5 - \$7,596	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 1 - \$3,842	768.40
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	08/31/2024	ARIV1024216		Quiddity Engineering, LLC	Total Fee - \$364,200	9,018.24
Bill	08/31/2024	ARIV1024512		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final ...	130,103.45
Bill	08/31/2024	131818659		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 08....	5,346.95
Bill	08/31/2024	90216575		CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	142,708.26
Bill	09/01/2024	Pay Est #28		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Street...	1,455,730.98
Invoice	09/30/2024	2000		Greater Northside Management District	Parklett - for Park repairs and maintenance	-10,000.00
Bill	09/30/2024	9-2024-75		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	09/30/2024	9-2024-75		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	09/30/2024	9-2024-75		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 1 - \$10,901	327.03
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 3 - \$28,432	1,137.28
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	09/30/2024	9-2024-82		Goodman Corporation	MRA 121 Task 1 - \$6,731	1,009.65
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 1 - \$32,060	0.00
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 2 - \$19,458	13,620.60
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	09/30/2024	9-2024-84		Goodman Corporation	Total: \$23,960.00	1,198.00
Bill	09/30/2024	9-2024-85		Goodman Corporation	MRA125 Task 1 - \$3,012	60.24
Bill	09/30/2024	9-2024-85		Goodman Corporation	MRA125 Task 2 - \$6,892	0.00
Bill	09/30/2024	9-2024-85		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 1 - \$3,607	541.05
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 2 - \$6,818	681.80
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA 126 Task 5 - \$7,596	303.84
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 1 - \$3,842	384.20
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	09/30/2024	ARIV1026074		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final ...	21,416.56
Bill	09/30/2024	ARIV1026076		Quiddity Engineering, LLC	Total Fee - \$364,200	10,767.47
Bill	09/30/2024	131819493		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 09....	6,552.00
Bill	10/01/2024	Pay Est #29		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Street...	1,158,496.28
Bill	10/01/2024	24-1282		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon August 2024	1,300.00
Bill	10/31/2024	ARIV1027229		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final ...	9,960.00
Bill	10/31/2024	ARIV1027230		Quiddity Engineering, LLC	Total Fee - \$364,200	10,708.40
Bill	10/31/2024	10-2024-85		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	10/31/2024	10-2024-85		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	10/31/2024	10-2024-85		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	10/31/2024	10-2024-9		Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	1,905.75
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 1 - \$10,901	654.06
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 3 - \$28,432	1,279.44
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 5 - \$8,161	122.42
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 7 - \$8,160	122.40
Bill	10/31/2024	10-2024-87		Goodman Corporation	MRA 121 Task 1 - \$6,731	2,153.92
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 1 - \$32,060	0.00
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 2 - \$19,458	5,837.40
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA123 Task 1 - \$11,055	0.00
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA123 Task 2 - \$5,716	571.60
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00

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Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Bill	10/31/2024	10-2024-90		Goodman Corporation	MRA125 Task 1 - \$3,012	240.96
Bill	10/31/2024	10-2024-90		Goodman Corporation	MRA125 Task 2 - \$6,892	1,033.80
Bill	10/31/2024	10-2024-90		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 1 - \$3,607	180.35
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 2 - \$6,818	136.36
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA 126 Task 5 - \$7,596	5,165.28
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 1 - \$3,842	0.00
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 2 - \$14,088	281.76
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 2 - \$24,712	494.24
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	11/01/2024	24-1411		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon September 2024	2,267.50
Bill	11/30/2024	Pay Est #30		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Street...	1,307,769.43
Bill	11/30/2024	11-2024-84		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	11/30/2024	11-2024-84		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	11/30/2024	11-2024-84		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 1 - \$10,901	436.04
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 3 - \$28,432	0.00
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 5 - \$8,161	40.80
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	11/30/2024	11-2024-85		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	11/30/2024	11-2024-86		Goodman Corporation	MRA 121 Task 1 - \$6,731	605.79
Bill	11/30/2024	11-2024-87		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	11/30/2024	11-2024-87		Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	11/30/2024	11-2024-87		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	11/30/2024	11-2024-87		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	11/30/2024	11-2024-87		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	11/30/2024	11-2024-88		Goodman Corporation	MRA125 Task 1 - \$3,012	150.60
Bill	11/30/2024	11-2024-88		Goodman Corporation	MRA125 Task 2 - \$6,892	1,723.00
Bill	11/30/2024	11-2024-88		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	11/30/2024	11-2024-89		Goodman Corporation	MRA126 Task 1 - \$3,607	288.56
Bill	11/30/2024	11-2024-89		Goodman Corporation	MRA126 Task 2 - \$6,818	1,534.05
Bill	11/30/2024	11-2024-89		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	11/30/2024	11-2024-89		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	11/30/2024	11-2024-89		Goodman Corporation	MRA 126 Task 5 - \$7,596	873.54
Bill	11/30/2024	11-2024-90		Goodman Corporation	MRA127 Task 1 - \$3,842	0.00
Bill	11/30/2024	11-2024-90		Goodman Corporation	MRA127 Task 2 - \$14,088	704.40
Bill	11/30/2024	11-2024-90		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	11/30/2024	11-2024-90		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	11/30/2024	11-2024-90		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	11/30/2024	11-2024-91		Goodman Corporation	MRA129 Task 1 - \$42,285	422.85
Bill	11/30/2024	11-2024-91		Goodman Corporation	MRA129 Task 2 - \$24,712	0.00
Bill	11/30/2024	11-2024-91		Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	11/30/2024	11-2024-91		Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	11/30/2024	11-2024-91		Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	11/30/2024	90218936		CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	136,626.27
Bill	11/30/2024	ARIV1028942		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final ...	13,488.75
Bill	11/30/2024	ARIV1028943		Quiddity Engineering, LLC	Total Fee - \$364,200	15,241.94
Bill	11/30/2024	24-1662		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon November 30, 2024	647.50
Bill	11/30/2024	ARIV1030389		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final ...	9,067.04
Bill	11/30/2024	ARIV1030390		Quiddity Engineering, LLC	Total Fee - \$364,200	7,218.44
Bill	12/01/2024	Pay Est #31		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Street...	778,283.71
Bill	12/01/2024	90224871		CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	114,990.64
Bill	12/01/2024	90221594		CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	142,201.67
Bill	12/19/2024	131820909		Huntun Andrews Kurth	TJHuston Properties Legal Services Through 11....	2,391.00
Bill	12/31/2024	12-2024-72		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	12/31/2024	12-2024-72		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	12/31/2024	12-2024-72		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 1 - \$10,901	218.02
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 2 - \$23,922 - Complete	0.00
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 3 - \$28,432	0.00
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 5 - \$8,161 - Complete	0.00
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 6 - \$5,270 - Complete	0.00
Bill	12/31/2024	12-2024-73		Goodman Corporation	MRA120 Task 7 - \$8,160 - Complete	40.80
Bill	12/31/2024	12-2024-74		Goodman Corporation	MRA 121 Task 1 - \$6,731	269.24
Bill	12/31/2024	12-2024-75		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	12/31/2024	12-2024-75		Goodman Corporation	MRA122 Task 2 - \$19,458 - Complete	0.00
Bill	12/31/2024	12-2024-75		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Bill	12/31/2024	12-2024-75		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	12/31/2024	12-2024-75		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	12/31/2024	12-2024-76		Goodman Corporation	MRA123 Task 1 - \$11,055	0.00
Bill	12/31/2024	12-2024-76		Goodman Corporation	MRA123 Task 2 - \$5,716 - Complete	0.00
Bill	12/31/2024	12-2024-76		Goodman Corporation	MRA123 Task 3 - \$9,434	94.34
Bill	12/31/2024	12-2024-76		Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	12/31/2024	12-2024-77		Goodman Corporation	MRA125 Task 1 - \$3,012 - Complete	0.00
Bill	12/31/2024	12-2024-77		Goodman Corporation	MRA125 Task 2 - \$6,892	689.20
Bill	12/31/2024	12-2024-77		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	12/31/2024	12-2024-78		Goodman Corporation	MRA126 Task 1 - \$3,607	324.63
Bill	12/31/2024	12-2024-78		Goodman Corporation	MRA126 Task 2 - \$6,818	1,363.60
Bill	12/31/2024	12-2024-78		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	12/31/2024	12-2024-78		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	12/31/2024	12-2024-78		Goodman Corporation	MRA 126 Task 5 - \$7,596	75.96
Bill	12/31/2024	12-2024-79		Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	12/31/2024	12-2024-79		Goodman Corporation	MRA129 Task 2 - \$24,712	4,448.16
Bill	12/31/2024	12-2024-79		Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	12/31/2024	12-2024-79		Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	12/31/2024	12-2024-79		Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	12/31/2024	24-1781		Sanford Kuhl Hagan Kugle Parker Ka...	Shepher/Durham Recon December 31, 2024	910.00
Bill	12/31/2024	Pay Est #32		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Street...	1,433,271.66
Bill	01/01/2025	131821847		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 12.31.24	3,166.00
Bill	01/01/2025	121821848		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 12....	938.00
Bill	01/31/2025	1-2025-88		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	01/31/2025	1-2025-88		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	01/31/2025	1-2025-88		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 1 - \$10,901	218.02
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 2 - \$23,922 - Complete	0.00
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 3 - \$28,432	568.64
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 5 - \$8,161 - Complete	0.00
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 6 - \$5,270 - Complete	0.00
Bill	01/31/2025	1-2025-89		Goodman Corporation	MRA120 Task 7 - \$8,160 - Complete	0.00
Bill	01/31/2025	1-2025-90		Goodman Corporation	MRA 121 Task 1 - \$6,731	134.62
Bill	01/31/2025	1-2025-91		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	01/31/2025	1-2025-91		Goodman Corporation	MRA122 Task 2 - \$19,458 - Complete	0.00
Bill	01/31/2025	1-2025-91		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	01/31/2025	1-2025-91		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	01/31/2025	1-2025-91		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	01/31/2025	1-2025-92		Goodman Corporation	MRA125 Task 1 - \$3,012 - Complete	0.00
Bill	01/31/2025	1-2025-92		Goodman Corporation	MRA125 Task 2 - \$6,892	689.20
Bill	01/31/2025	1-2025-92		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	01/31/2025	1-2025-93		Goodman Corporation	MRA126 Task 1 - \$3,607	252.49
Bill	01/31/2025	1-2025-93		Goodman Corporation	MRA126 Task 2 - \$6,818	0.00
Bill	01/31/2025	1-2025-93		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	01/31/2025	1-2025-93		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	01/31/2025	1-2025-93		Goodman Corporation	MRA 126 Task 5 - \$7,596	0.00
Bill	01/31/2025	1-2025-94		Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	01/31/2025	1-2025-94		Goodman Corporation	MRA129 Task 2 - \$24,712	2,471.20
Bill	01/31/2025	1-2025-94		Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	01/31/2025	1-2025-94		Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	01/31/2025	1-2025-94		Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Bill	01/31/2025	131822631		Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 01.31.25	1,304.00
Bill	01/31/2025	131822632		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 01....	1,291.00
Bill	01/31/2025	90225982		CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	109,377.13
Total T-0523A Shepherd Durham & Cross						8,069,955.53
T-0526 Stude Park Improvement						
Bill	11/30/2024	24-1664		Sanford Kuhl Hagan Kugle Parker Ka...	Stude Park November 30, 2024	195.00
Bill	12/31/2024	24-1783		Sanford Kuhl Hagan Kugle Parker Ka...	Stude Park December 31, 2024	325.00
Total T-0526 Stude Park Improvement						520.00
T-0532 Zone Wide Safety & Mob						
Bill	10/01/2024	24-1283		Sanford Kuhl Hagan Kugle Parker Ka...	T-0532 Zone Wide Safety August 2024	980.00
Bill	11/01/2024	24-1414		Sanford Kuhl Hagan Kugle Parker Ka...	T-0532 Zone Wide Safety September 2024	1,645.00
Total T-0532 Zone Wide Safety & Mob						2,625.00
T-0534 West 19th Beall Sidewalk						
Bill	07/31/2024	ARIV1022571		Quiddity Engineering, LLC	Total Fee \$60,100	3,667.50
Bill	08/31/2024	ARIV1024217		Quiddity Engineering, LLC	Total Fee \$60,100	510.00
Bill	09/30/2024	ARIV1026077		Quiddity Engineering, LLC	Total Fee \$60,100	2,547.50
Bill	11/30/2024	ARIV1029101		Quiddity Engineering, LLC	Total Fee \$60,100	39,410.54
Bill	11/30/2024	ARIV1030391		Quiddity Engineering, LLC	Total Fee \$60,100	2,993.75
Total T-0534 West 19th Beall Sidewalk						49,129.29

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
T-0535 Safety & Mobility Imp						
Bill	07/31/2024	ARIV1022576		Quiddity Engineering, LLC	T0535 Waugh Safety - Through July 26, 2024	13,395.30
Total T-0535 Safety & Mobility Imp						13,395.30
T-0537 Inf Imps Shep awhite Oak						
Bill	07/31/2024	ARIV1022573		Quiddity Engineering, LLC	Total Fee \$220,110.00	7,481.91
Bill	08/31/2024	ARIV1024567		Quiddity Engineering, LLC	Total Fee \$220,110.00	2,435.00
Bill	09/30/2024	ARIV1026081		Quiddity Engineering, LLC	Total Fee \$220,110.00	4,067.64
Total T-0537 Inf Imps Shep awhite Oak						13,984.55
T-0538 Transportation Area Stud						
Bill	07/31/2024	24-1130		Sanford Kuhl Hagan Kugle Parker Ka...	T-538 - Transportation Area Study July 2024	390.00
Bill	11/01/2024	24-1413		Sanford Kuhl Hagan Kugle Parker Ka...	T-538 - Transportation Area Study September 20...	62.50
Bill	11/30/2024	24-1543		Sanford Kuhl Hagan Kugle Parker Ka...	T-538 - Transportation Area Study October 2024	421.25
Total T-0538 Transportation Area Stud						873.75
T-0539 Full Reconstruct Cross						
Bill	07/31/2024	ARIV1022574		Quiddity Engineering, LLC	Total Fee \$137,452.00	5,880.23
Bill	08/31/2024	ARIV1024568		Quiddity Engineering, LLC	Total Fee \$137,452.00	4,268.05
Bill	09/30/2024	ARIV1026082		Quiddity Engineering, LLC	Total Fee \$137,452.00	6,477.39
Bill	11/01/2024	24-1412		Sanford Kuhl Hagan Kugle Parker Ka...	T-0539 Cross Streets September 2024	260.00
Total T-0539 Full Reconstruct Cross						16,885.67
T-0540 11th St Side Path						
Bill	07/31/2024	24-1129		Sanford Kuhl Hagan Kugle Parker Ka...	T-540 11th Street Improvements	390.00
Total T-0540 11th St Side Path						390.00
T-0541 White Oak @ Greenleaf						
Bill	07/31/2024	ARIV1022577		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through July 2...	7,456.25
Bill	08/31/2024	ARIV1024219		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through Augus...	8,848.75
Bill	09/30/2024	ARIV1026085		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through Septe...	1,708.75
Bill	10/31/2024	ARIV1027235		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through Octob...	765.00
Bill	11/30/2024	ARIV1028946		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through Nove...	2,360.00
Bill	11/30/2024	ARIV1030394		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through Nove...	630.00
Total T-0541 White Oak @ Greenleaf						21,768.75
T-0543 Congressional Dist 7						
Bill	07/31/2024	24-1152		Sanford Kuhl Hagan Kugle Parker Ka...	T-543- Sidewalk Improvements July 2024	130.00
Bill	11/30/2024	24-1544		Sanford Kuhl Hagan Kugle Parker Ka...	T-543- Sidewalk Improvements October 2024	3,672.50
Bill	11/30/2024	24-1663		Sanford Kuhl Hagan Kugle Parker Ka...	T-543- Sidewalk Improvements November 30, 2...	3,006.25
Bill	12/31/2024	24-1782		Sanford Kuhl Hagan Kugle Parker Ka...	T-543- Sidewalk Improvements December 31, 2...	546.25
Total T-0543 Congressional Dist 7						7,355.00
T-0544 Westcott Roundabout						
Bill	09/30/2024	ARIV1026079		Quiddity Engineering, LLC	Westcott Roundabout	2,441.02
Bill	10/31/2024	ARIV1027232		Quiddity Engineering, LLC	Westcott Roundabout	127.50
Bill	11/30/2024	ARIV1028944		Quiddity Engineering, LLC	Westcott Roundabout	132.50
Bill	11/30/2024	ARIV1030392		Quiddity Engineering, LLC	Westcott Roundabout	2,388.28
Total T-0544 Westcott Roundabout						5,089.30
Total Capital Improvement Plan						8,248,934.83
Total COGS						8,248,934.83
Gross Profit						-4,270,479.53
Expense						
Debt Service						
Bond Principal						
Bill	09/01/2024	G067Z08 SEPT ...		Regions Corporate Trust	Debt Service Payment - Principal Payment	925,000.00
Total Bond Principal						925,000.00
Interest Expense						
Bill	09/01/2024	#11879 SEPT 24		Regions Corporate Trust	Debt Service Payment	609,737.51
Total Interest Expense						609,737.51
Total Debt Service						1,534,737.51

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Developer Reimbursement						
Bill	10/31/2024	Reimbursement		Hanover	Hanover Increment	473,689.93
Bill	11/30/2024	Reimbursement		Sovereign Regent Square LLC	Developer Reimbursement 2024(Construction C...	725,202.13
Total Developer Reimbursement						1,198,892.06
Payroll Expenses						
Payroll Taxes						
Payc...	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	1,312.85
Payc...	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	307.03
Payc...	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	0.00
Check	08/20/2024	EFT		Texas Workforce Commission		30.00
Payc...	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	1,312.85
Payc...	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	307.04
Payc...	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	0.00
Payc...	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	1,109.80
Payc...	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	307.04
Payc...	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	0.00
Payc...	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	0.00
Payc...	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	307.04
Payc...	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	0.00
Check	11/14/2024	EFT		Texas Workforce Commission	3rd Q 2024	15.00
Payc...	11/29/2024	DD1043		Sherry Weesner	Direct Deposit	0.00
Payc...	11/29/2024	DD1043		Sherry Weesner	Direct Deposit	307.03
Payc...	11/29/2024	DD1043		Sherry Weesner	Direct Deposit	0.00
Payc...	12/31/2024	DD1044		Sherry Weesner	Direct Deposit	0.00
Payc...	12/31/2024	DD1044		Sherry Weesner	Direct Deposit	307.04
Payc...	12/31/2024	DD1044		Sherry Weesner	Direct Deposit	0.00
Payc...	01/31/2025	DD1045		Sherry Weesner	Direct Deposit	1,312.85
Payc...	01/31/2025	DD1045		Sherry Weesner	Direct Deposit	307.04
Payc...	01/31/2025	DD1045		Sherry Weesner	Direct Deposit	117.00
Total Payroll Taxes						7,359.61
Retirement Expense						
Payc...	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	1,925.00
Payc...	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	1,925.00
Payc...	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	1,925.00
Payc...	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	1,925.00
Payc...	11/29/2024	DD1043		Sherry Weesner	Direct Deposit	1,925.00
Payc...	12/31/2024	DD1044		Sherry Weesner	Direct Deposit	1,925.00
Payc...	01/31/2025	DD1045		Sherry Weesner	Direct Deposit	1,925.00
Total Retirement Expense						13,475.00
Salary Payroll						
Payc...	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	19,250.00
Payc...	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	19,250.00
Payc...	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	19,250.00
Payc...	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	19,250.00
Payc...	11/29/2024	DD1043		Sherry Weesner	Direct Deposit	19,250.00
Payc...	12/31/2024	DD1044		Sherry Weesner	Direct Deposit	19,250.00
Payc...	01/31/2025	DD1045		Sherry Weesner	Direct Deposit	19,250.00
Total Salary Payroll						134,750.00
Payroll Expenses - Other						
Liabil...	07/30/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabil...	07/30/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liabil...	08/29/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabil...	08/29/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liabil...	09/27/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabil...	09/27/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liabil...	10/30/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabil...	10/30/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liabil...	11/27/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabil...	11/27/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liabil...	12/30/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liabil...	12/30/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liabil...	01/30/2025			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liabil...	01/30/2025			QuickBooks Payroll Service	Sales Tax for TX	0.33
Total Payroll Expenses - Other						30.89
Total Payroll Expenses						155,615.50

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Program and Project Consultants						
Engineering Consultants						
Bill	09/30/2024	ARIV1026157		Quiddity Engineering, LLC	Work Order 1 - Through September 20, 2024	50,000.00
Bill	11/30/2024	ARIV1028948		Quiddity Engineering, LLC	P-2025 Work Authorization No 1 - Westcott and ...	1,735.00
Bill	11/30/2024	ARIV1030388		Quiddity Engineering, LLC	Project Number: 14760-0001-00 November 1 - ...	3,487.50
Bill	11/30/2024	ARIV1030397		Quiddity Engineering, LLC	P-2025 Work Authorization No 1 - Westcott and ...	1,022.50
Total Engineering Consultants						56,245.00
Legal Expense						
Bill	07/31/2024	24-1127		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through July 2024	3,727.75
Bill	10/01/2024	24-1280		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through August 2024	3,627.50
Bill	11/01/2024	24-1409		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through September 2024	8,352.44
Bill	11/30/2024	24-1541		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through October 2024	7,792.46
Bill	11/30/2024	24-1660		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through November 30, 2024	4,162.50
Bill	12/31/2024	24-1779		Sanford Kuhl Hagan Kugle Parker Ka...	Legal services through December 31, 2024	8,694.10
Total Legal Expense						36,356.75
Planning Consultants						
Bill	07/01/2024	1237		Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/01/2024	1237		Medley Inc.	Mail Chimp Subscription	13.99
Bill	07/01/2024	1237		Medley Inc.	Consulting Support on Shepherd Durham Project	1,000.00
Bill	07/31/2024	7-2024-98		Goodman Corporation	Task 1- \$175,000.00	3,588.82
Bill	08/01/2024	1248		Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	08/01/2024	1248		Medley Inc.	Mail Chimp Subscription	13.99
Bill	08/30/2024	8-2024-109		Goodman Corporation	Task 1- \$175,000.00	2,733.84
Bill	09/04/2024	1260		Medley Inc.	Monthly Digital Retainer - September	2,000.00
Bill	09/04/2024	1260		Medley Inc.	Mail Chimp Subscription	13.86
Bill	09/30/2024	9-2024-74		Goodman Corporation	Task 1- \$175,000.00	6,920.51
Bill	10/02/2024	1273		Medley Inc.	Monthly Digital Retainer - October	2,000.00
Bill	10/02/2024	1273		Medley Inc.	Mail Chimp Subscription	13.86
Bill	10/31/2024	10-2024-84		Goodman Corporation	Task 1- \$175,000.00	3,027.33
Bill	11/01/2024	1285		Medley Inc.	Monthly Digital Retainer - November	2,000.00
Bill	11/01/2024	1285		Medley Inc.	Mail Chimp Subscription	13.86
Bill	11/30/2024	11-2024-83		Goodman Corporation	Task 1- \$175,000.00	4,537.09
Bill	12/11/2024	24-300D		Masterson Advisors LLC	Continuing Disclosure Annual Fee FY 2024	3,500.00
Bill	12/31/2024	1299		Medley Inc.	Monthly Digital Retainer - December	2,000.00
Bill	12/31/2024	1299		Medley Inc.	Mail Chimp Subscription	13.86
Bill	12/31/2024	12-2024-71		Goodman Corporation	Task 1- \$250,000 NTE	1,385.47
Bill	01/31/2025	1-2025-119		Goodman Corporation	Task 1- \$250,000 NTE	9,649.40
Total Planning Consultants						48,425.88
Total Program and Project Consultants						141,027.63
TIRZ Administration & Overhead						
Accounting						
Bill	08/30/2024	2603		The Morton Accounting Services	July 2024	1,961.03
Bill	08/30/2024	2603		The Morton Accounting Services	August 2024	1,961.03
Bill	09/30/2024	2619		The Morton Accounting Services	September 2024	1,961.03
Bill	10/31/2024	2635		The Morton Accounting Services	October 2024	1,961.03
Bill	12/01/2024	2660		The Morton Accounting Services	November 2024	1,961.03
Bill	01/01/2025	2676		The Morton Accounting Services	December 2024	3,110.84
Bill	01/31/2025	2678		The Morton Accounting Services	January 2025	2,003.53
Total Accounting						14,919.52
Administration						
Bill	07/31/2024	24-1126		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through July 2024	75.00
Bill	10/01/2024	24-1279		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through August 2024	120.00
Bill	11/01/2024	24-1408		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through September 2024	1,530.00
Bill	11/30/2024	24-1540		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through October 2024	1,736.25
Bill	11/30/2024	24-1659		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through November 30, 2024	300.00
Bill	12/31/2024	24-1778		Sanford Kuhl Hagan Kugle Parker Ka...	Admin/Meeting through December 31, 2024	2,180.00
Total Administration						5,941.25
Auditing						
Bill	09/04/2024	2024 Audit Interim		McCall Gibson Swedlund Barfoot PLLC	2024 Audit Interim	10,000.00
Bill	10/01/2024	2024 Single Audit		McCall Gibson Swedlund Barfoot PLLC	2024 Single Audit Billing	8,500.00
Bill	10/03/2024	2024 Audit Final		McCall Gibson Swedlund Barfoot PLLC	2024 Audit Final	4,250.00
Total Auditing						22,750.00

Memorial Heights Redevelopment Authority

Profit & Loss Detail

Accrual Basis

July 2024 through January 2025

Type	Date	Num	Adj	Name	Memo	Amount
Office Expenses						
Bill	11/22/2024	Nov 18 2024		Commerce Bank	Avenida North Garage - TXDOT Luncheon	30.00
Bill	11/22/2024	Nov 18 2024		Commerce Bank	Microsoft - 365 Accounts	844.36
Bill	01/31/2025	January 2025		Commerce Bank	Microsoft Audio Conferencing for Teams	31.76
Bill	01/31/2025	January 2025		Commerce Bank	Website URL's Square Space 3 @ \$12 1 @ \$15	51.00
Total Office Expenses						957.12
Tax Consultant						
Bill	07/01/2024	61991		Equi Tax Inc.	July 1 - December 31, 2024 2024 Tax Consulting	4,410.00
Bill	12/01/2024	62745		Equi Tax Inc.	Preparation of Continuing Disclosure	300.00
Bill	01/01/2025	62769		Equi Tax Inc.	January 1 - June 30, 2025 2025 Tax Consulting	5,308.20
Total Tax Consultant						10,018.20
Total TIRZ Administration & Overhead						54,586.09
Total Expense						3,084,858.79
Net Ordinary Income						-7,355,338.32
Net Income						-7,355,338.32

Memorial Heights Redevelopment Authority – TIRZ 5**Investment Report****FY 2025 July 2024-June 2025**

February 2025

TEXPOOL

Date	Balance	Interest	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Daily Yield
July 31, 2024	\$19,132,565.12	\$86,015.23			5.3173%
August 31, 2024	\$19,218,650.49	\$86,085.37			5.2977%
September 30, 2024	\$38,328,735.30	\$110,084.81	\$19,000,000.00*	9/19/2024	5.1637%
October 31, 2024	\$38,488,670.34	\$159,935.04			4.9130%
November 30, 2024	\$38,638,308.76	\$149,638.20			4.7302%
December 31, 2024	\$38,787,983.20	\$149,674.44			4.5610%
January 31, 2025	\$38,932,655.40	\$149,682.20			4.7302%
February 29, 2025					
March 31, 2025					
April 30, 2025					
May 31, 2025					
June 30 2025					

*Transfer from Frost Account

Regions Project Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2024	\$14,891,821.11	\$63,441.89			5.14%
August 31, 2024	\$14,957,618.80	\$65,797.80			5.30%
September 30, 2024	\$15,023,511.49	\$65,829.69			5.29%
October 31, 2024	\$15,085,611.67	\$62,100.18			4.96%
November 30, 2024	\$15,146,989.41	\$61,377.74			4.88%
December 31, 2023	\$15,204,450.48	\$57,461.07			4.55%
January 31, 2025	\$15,262,220.06	\$57,769.58			4.56%
February 29, 2025					
March 31, 2025					
April 30, 2025					
May 31, 2025					
June 30, 2025					

Memorial Heights Redevelopment Authority – TIRZ 5

Investment Report

FY 2025 July 2024-June 2025

February 2025

Regions Debt Service Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2024	\$2,177,928.13	\$3,256.58			5.14%
August 31, 2024	\$2,187,551.91	\$9,623.78			5.30%
September 30, 2024	\$662,451.20	\$9,636.80	-\$1,534,737.51*		5.29%
October 31, 2024	\$665,622.43	\$3,171.23			4.96%
November 30, 2024	\$668,330.54	\$2,708.11			4.88%
December 31, 2024	\$670,865.89	\$2,535.35			4.55%
January 31, 2025	\$673,414.85	\$2,548.96			4.56%
February 29, 2025					
March 31, 2025					
April 30, 2025					
May 31, 2025					
June 30, 2025					

*September 2024 Bond Payment

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

1. SITE INFRASTRUCTURE DEVELOPMENT

PROJECT STATUS

CONSTRUCTION STATUS

- Hanover Autry Park (Site A), Parkview (Site E), and Retail Pods (Site G) are fully operational with retail tenants are open and operational.
- Hanover Buffalo Bayou (Site B2) is under construction with an anticipated phased occupancy opening in June 2025 and fully occupied in November 2025.
- Site B1 (Office) is currently in lease negotiations with 4 separate tenants that would occupy more than 90% of the building. The development team is moving to have all elements in place for a April construction start.
- Sites C, D, and F have not progressed with any design or permitting. No projection construction start has been established for these developments.

2. Phases of VERTICAL DEVELOPMENTS

SITE A

Mixed Use / Multi-family: (324 Units with approx. 22,900 sqft of retail/restaurant)

- Construction Status
 - Complete
- Leasing Efforts
 - See specific status on leasing efforts below.

SITE E

Mixed Use / Multi-family: (423 Units with approx. 20,000 sqft of retail/restaurant)

- Construction Status
 - Complete
- Leasing Efforts
 - See specific status on leasing efforts below.

SITE D

On Hold

Program for Site D Office Building is on hold.

SITE F

On Hold

Program for Site F Hotel/Residential development is on hold.

The temporary park at this site is complete.

SITE B1

60,000 Sqft Office Development

- Construction Status
 - Anticipated start April 2025
- Leasing Efforts
 - LOIs have been issued. Leases to be signed prior to loan closing and construction start.

SITE B2:

40-Story High Rise – Mixed Use / Multi-family: (317 Units with approx. 4,800 sqft of retail/restaurant)

- Design / Construction Status
 - Structure is topped out at 40-stories. Finishes are on-going with the anticipated opening June 2025.

HANOVER AUTRY PARK

2/20/25

SITE C

High Rise TBD

3. LEASING EFFORTS

Below is the status of Leasing Efforts for each development currently in design or under construction.

	Q3 2024 Report
SITE A (Autry Park)	
Proposed Retail Spaces	6
Signed Leases	6
In Lease Negotiations	0
In LOI Negotiations	0
Continuing Marketing Efforts	0
SITE E (Parkview)	
Proposed Retail Spaces	10
Signed Leases	8
In Lease Negotiations	0
In LOI Negotiations	2
Continuing Marketing Efforts	1
SITE G (Park & Kiosk Buildings)	
Proposed Retail Spaces	2
Signed Leases	2
In Lease Negotiations	0
In LOI Negotiations	0
Continuing Marketing Efforts	0
SITE B1 (Office Building & Retail)	
Proposed Lease Spaces	4
Proposed Retail Spaces	1
Signed Leases	0
In Lease Negotiations	0
In LOI Negotiations	5
Continuing Marketing Efforts	0

3515 West Dallas Street – Regent Square Quarterly Report – February 2025

Project	Construction Start	Construction Complete	Notes
Retail Space Fit-outs	Q2 2024	Ongoing	
Striping on Dunlavy	Q3 2024	Completed	
Conduit for Traffic Signal Dunlavy and Allen Parkway & Dunlavy and West Dallas (East of Dunlavy)	Q4 2024	Ongoing	

MHRA Projects

Development	Planning	Design	In Review	Construction	Close Out Activities
<div>P-2025 Westcott and Washington - Preliminary Traffic Study</div> <div>T-512A 18th Street Pedestrian Improvements (TIP funded)(FTA Transfer)</div> <div>T-522B 19th Street Reconstruction</div> <div>T-536 Public Facility Evaluation</div> <div>T-538 Transportation Alternative Study (TASA funded)</div> <div>T-539 Shepherd Durham Cross Streets</div> <div>T-540 Lorraine Cherry -White Oak Bayou Connectivity (TIP Funded)(FTA Transfer)</div>	<div>T-526 Stude Park Evaluation and Improvements</div>	<div>T-510 Shepherd & Memorial (FTA- Metro Grant)</div> <div>T-520 Houston Ave. & White Oak reconstruction</div> <div>T-525 North Canal (MHRA is a Funding Partner with COH)</div> <div>T-532/543 Zone Wide and District 7 Safety and Sidewalk Improvements</div> <div>T-535 Waugh Feagan Safety Improvements (HSIP Funded - COH Contruction) (June 2024 under Administration Review) (100% plans with COH 6/14/2024)</div> <div>T-541 White Oak & Greenleaf (HSIP Funded - COH Construction)</div> <div>T-544 Westcott Roundabout</div>		<div>T- 521 Little Thicket (Partnership with Parks Department</div> <div>T-523 A Shepherd Durham Phase 1 (FHWA Grant)</div> <div>T-523B Shepherd Durham Phase 2 (TIP Funded - COH Construction)</div> <div>T-529 Yale and Center (HSIP Funded- TXDOT Construction</div> <div>T-534 19th and Beall Safety Projet (HSIP Funded - TXDOT Contruction)</div>	<div>T-522A Mobility and Drainage Study 18th/19th/20th</div> <div>T-537 Mobility and Drainage Study 8th and WOB</div> <div>T-539 Mobility and Drainage Study Remaining Shepherd and Durham Cross Streets (Some streets have moved to the Planning Phase)</div>



Little Thicket Park Improvements (T-0521) Update

Memorial Heights Redevelopment Authority
Houston Parks and Recreation Department

February 2025

Monthly Discussion Topics

1. Scope – Improvements include demolition, tree protection, grading, drainage, detention, sidewalks, trails, playground, fitness equipment, and refurbishment of existing basketball courts, site furnishings, plantings, and irrigation.
2. Schedule – Construction NTP February 24, 2025
3. Construction Cost - \$965,398.18.

Last Month's Accomplishments

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

- ✓ Secured signatures on the construction contract.
- ✓ Held Pre-Construction Meeting with Contractor and Stakeholders on February 20, 2025.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Issue Notice To Proceed for February 24, 2025.
- ✓ Contractor to begin setting up site security measures.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ The neighborhood is eager to see the completion of improvements in the park. Communication with the neighborhood and public will be key to a successful project.

External Assistance Required

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

- ✓ Continued coordination with MHRA and HPARD on successful completion of the work.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0523A – Shepherd, Durham, and Selected Cross Streets Reconstruction Project

**The Goodman Corporation Work Authorization No. 6 – Phase I Construction Phase Grant Management,
Reporting, Compliance, and Construction Administration, **Amendment #1****

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 with the completion of construction phase grant management, reporting, compliance, and construction administration activities related to the BUILD-funded Phase I 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 ~~\$372,985~~ **\$458,206**.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to span from approximately ~~September 2021 through June 2024 (33 months)~~ **April 1, 2022 through December 31, 2025 (45 months)**. The scope of work is tied to the construction schedule of this project. If construction of the project extends beyond ~~36~~ **45** months, TGC may request a change order related to both schedule and budget. **If the project is completed earlier than 45 months, TGC will only incur costs proportional to the duration.**

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of February 27, 2025.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP, ENV SP

Title: Chief Executive Officer

Phase I Construction Phase: Grant Management, Reporting, Compliance, and Construction Administration Activities Related to the Phase I BUILD-funded Project

Previous work orders related to the Phase I project excluded services involving construction phase activities. This was done to sequentially phase consultant activities in relation to the project development schedule, and to ensure TGC had the necessary information to appropriately scope subsequent phase consultant services.

At this time, TGC is in the final stages of obtaining project environmental clearance, of grant execution, and completing procurements for both the construction contract and the construction management/materials testing support contracts. We have completed these tasks on budget and on schedule. It is now timely for the Board to consider moving forward with a TGC work order to continue grant management activities and federal compliance support through the duration of the construction project itself. The tasks have been organized based on functional areas of emphasis throughout the duration of construction completion and closeout process.

Task 1 – General Grant Management

1. Finalize access into the Recovery Act Database System (RADS)
2. Gather information and submit quarterly reports on 1) project progress and 2) financial expenditures
3. Finalize access for the DELPHI financial system so that requests for reimbursement for eligible costs can be submitted
4. In coordination with Authority President and Book-keeper, verify payment to contractor and submit payment reimbursements monthly
5. Provide the FHWA Division Office point of contact with project-specific information for required monthly reports
6. Coordinate with the FHWA Division Office point of contact if project scope, schedule, and/or budget modifications require an amendment to the grant agreement – completion of required amendments
7. Maintain and update the grant period of performance as required
8. Complete grant close out process upon project completion

Task 2 – Construction Contract Administration and Compliance

1. Attend pre-construction meeting to address project compliance related items; develop and maintain monthly tracking log of overall project costs, federally eligible costs, minority/small/women-owned business enterprise participation, and other documentation pertinent to federal compliance
2. Review monthly submittals for Buy American compliance per FHWA documentation
3. Review monthly pay applications and verify accurate project progress along with monthly Davis-Bacon wage rates as provided by prime and subcontractors
4. Monitor and ensure prompt payment of subcontractors (30 days to pay prime, prime has 10 days to pay subcontractors upon receipt of payment, per State of Texas law which is more restrictive than federal law)
5. Complete field interviews to validate wage rate compliance on a monthly basis; inspect and verify postings of FHWA required signage on a monthly basis; coordinate with contractor and project team to remedy identified deficiencies
6. Participate in construction status meetings on up to a bi-weekly basis – the purpose of participation is to stay aware of changes to the project schedule, budget, and any potential change orders and/or compliance matters
7. Provide written approval for payment of monthly pay applications as an adjunct to CM's approval
8. Review requests for project related change orders and coordinate with the CM firm to produce an independent cost estimate (ICE) per FHWA requirements; review ICE and document for the file and ensure comparison with a similar format ICE from the general contractor
9. Coordinate change order requests with MHRA President, Projects Committee, and FHWA as necessary/appropriate
10. Organize and finalize contract close out documentation and prepare files for MHRA President records per FHWA requirements (3 years)

Task 3 – Construction Management / Materials Testing Administration and Compliance

1. Review monthly invoices from CM / MTS team in relation to federally approved contract; retain information in overall project tracking log
2. Monitor and ensure prompt payment of subcontractors
3. Coordinate deficiencies / errors related to invoices for federal approval
4. Provide written approval for payment of CM / MTS monthly invoices
5. Review requests for any contract related change orders and complete an independent cost estimate based on the change order
6. Coordinate change order request and related information with MHRA President, Projects Committee, and FWHA as necessary/appropriate
7. Organize and finalize contract close out documentation and prepare files for MHRA President records per FHWA requirements (3 years)

BUDGET SUMMARY (ORIGINAL)		
TASK	DESCRIPTION	COST
1	General Grant Management	\$127,929
2	Construction Contract Administration and Compliance	\$172,439
3	Construction Management / Materials Testing Administration and Compliance	\$72,617
	Total	\$372,985

BUDGET SUMMARY (AMENDMENT #1)		
TASK	DESCRIPTION	COST
1	General Grant Management	\$155,559
2	Construction Contract Administration and Compliance	\$214,343
3	Construction Management / Materials Testing Administration and Compliance	\$88,304
	Total	\$458,206
	Difference	+\$85,221

If the project is completed earlier than 45 months, TGC will only incur costs proportional to the duration.



Safety/Mobility Projects Update

Memorial Heights Redevelopment Authority

February 2025

Grant Funded Safety Improvement Projects

Yale & Center (T-0529)

Project Sponsor: *TxDOT (HSIP)*

- ✓ Packaged with Richmond Ave @ Hayes Rd Signal, Irvington Blvd @ Patton St Roundabout, and Renwick Dr @ Dashwood Dr Roundabout.
- ✓ Contractor: Main Lane Industries.
- ✓ Construction Start: Originally anticipated July 2024. Obtained ROE for southeast corner June 2024. Work to start after CenterPoint relocation of poles in the intersection. CenterPoint is scheduled to start work March 21, 2025.
- ✓ Will provide duration of construction once received.

West 19th and Beall (T-0534)

Project Sponsor: *HPW (HSIP)*

- ✓ Packaged with various projects within St. George Place Redevelopment Authority, Near North Side Management District, and Greater Southeast Management District.
- ✓ Contractor: Garrett Shields Infrastructure.
- ✓ Construction Start: June 6, 2025, at this project location.
- ✓ Contractor currently working on Beall Street and Bevis Street.
- ✓ Continue coordination with TxDOT and Garret Shields in assisting with RFIs and Submittals.

Heights/MKT Bike/Ped Safety

Project Sponsor: *MHRA*

- ✓ Installation of various bike/ped improvements across the Zone.
- ✓ Construction complete.
- ✓ Coordinating with HPW on punch list item for final acceptance.
 - Refreshing pavement markings that are beyond 1-year warranty.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

**Project No. T-0534 – HSIP Grant Improvements for West 19th Street
Amendment to Work Authorization No. 2 – Construction Phase Support Services**

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING, LLC (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 construction phase support services for the installation of sidewalks and pedestrian safety improvements along West 19th Street, Beall Street, and Bevis Street.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services for professional engineering services related to construction phase support for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$25,000.00 (see **Attachment "B"** for applicable schedule of hourly rates).

<u>Additional Services (Hourly Not to Exceed)</u>	
TxDOT Coordination (Estimate to Complete)	\$25,000.00
Total	\$25,000.00

- 4.0 PROJECT SCHEDULE: The schedule to complete this work is two and a half (2.5) months.

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

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____
Name: _____
Title: _____

QUIDDITY ENGINEERING, LLC

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

ATTEST: Vitorino Macalino

February 24, 2025

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1330 Post Oak Boulevard, Suite 2650
Houston, TX 77056

Re: HSIP Grant Improvements for West 19th Street (T-0534)
Proposal for Professional Services for Construction Phase Support Services
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for construction phase support services in connection with the HSIP Grant Improvements along West 19th Street for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

Scope of Services

Additional Services to be provided by QE include:

TxDOT Coordination (Hourly)

1. Coordinate with City of Houston and TxDOT.
 - a. Perform additional project management.
 - b. Meet with City of Houston and TxDOT when requested.
2. Respond to Requests for Information sent by TxDOT from the contractor.
3. Attend Weekly Progress Meetings set forth by TxDOT (previously as needed).
4. Meet in the field to discuss issues that arise when requested by the City of Houston and TxDOT.
5. Update sheets when redesign is requested from the City of Houston and TxDOT.
6. Conduct the final walk through and assemble punch list items.

Schedule

QE is presenting the above scope with the overall project schedule assuming work through the end of April 2025.

Proposed Fee

QE is requesting fees for construction phase support services described in this proposal as follows:

<u>Additional Services (Hourly Not to Exceed)</u>	
TxDOT Coordination (Estimate to Complete)	\$25,000.00
Total	\$25,000.00



HSIP Grant Improvements for West 19th Street (T-0534)

Page 2

February 24, 2025

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 B) 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.
5. This proposal does not include pavement reconstruction or any utility (storm, water, sanitary, or private) replacements, relocations, or upgrades.

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, reading "Kristen Hennings".

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

A handwritten signature in blue ink, reading "Victoria Macalino".

Victoria Macalino, P.E.
Project Engineer

Attachments


MHRA/TIRZ5

T-0534 - HSIP West 19th and Beall

ENGINEERING FEE BREAKDOWN

Opp / Project No. (14760-0015-00)

2/24/2025

		Practice Leader	PEV	PEIV	PEI	DE I	Admin III	Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$180.00	\$130.00	\$130.00					
BASIC SERVICES												
Task 400 - Additional Engineering Services (2.5 months)												
1	TxDOT Coordination		44		68			\$25,000			\$0.00	\$25,000.00
	Hours Subtotal	0	44	0	68	0	0					
SUBTOTAL BASIC SERVICES		\$ -	\$ 12,760	\$ -	\$ 12,240	\$ -	\$ -	\$25,000	\$0.00	\$0.00	\$0.00	\$25,000.00

TxDOT Coordination (Estimate to Complete)\$25,000.00

Total Request for Amendment to WA No.2

\$25,000.00



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



Shepherd-Durham (T-0523A) Ph II Update

Memorial Heights Redevelopment Authority
Houston Public Works
TxDOT
February 2025

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 January 2025
3. Construction Cost - \$69,716,798.42 (low bid)

Last Month's Accomplishments (December/January)

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

- ✓ Advertised project for bid on December 6, 2024.
- ✓ Participated in Pre-Bid Meeting on December 17, 2024 and provided minutes.
- ✓ Received bids on January 16, 2025.
- ✓ Reviewed and evaluated bids and provided recommendation of award to HPW and TxDOT.
- ✓ TxDOT issued authorization to award on February 6, 2025.
- ✓ Low Bidder: Harper Brothers Construction
- ✓ Total of 3 bids received.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Support HPW in award of the construction contract.
- ✓ Support HPW with the Pre-Construction Meeting once scheduled.
- ✓ Provide Construction Phase Services through the duration of the completion of the proposed improvements.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ Awaiting the award of the construction contract and selection of the Construction Management Team by HPW.

External Assistance Required

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

- ✓ Continued support as the project transitions to construction.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

**Project No. T-0523A – Shepherd, Durham, and Selected Cross Streets Reconstruction Project
Work Authorization No. 12 – Construction Phase Services for Phase 2 (West 15th Street to IH-10 WBFR)**

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 Construction Phase Engineering Services for the reconstruction of Shepherd Drive, Durham Drive, and Selected Cross Streets between West 15th Street and Interstate 10.
- 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 Street and Pedestrian Lighting Support, Water and Wastewater Support, and Urban Design and Tree Protection/Mitigation Support.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a combination of lump sum and hourly not to exceed amount of \$881,800.00 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

Basic Services (Lump Sum)	\$447,000.00
Additional Services	\$424,000.00
Reimbursable Expenses	\$10,800.00
Total	\$881,800.00

- 4.0 PROJECT SCHEDULE: The schedule to complete this work is 36 months.

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: Don Durgin

Title: Transportation Manager

ATTEST:  _____

February 18, 2025

Ms. Sherry Weesner
President
Memorial Heights Redevelopment Authority/ TIRZ No. 5
1330 Post Oak Boulevard, Suite 2650
Houston, TX 77056

Re: Shepherd, Durham, and Selected Cross Streets Reconstruction Project Phase 2 (T-0523A)
West 15th Street to IH-10 WBFR
Proposal for Professional Services for Construction Phase Services
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for construction phase services in connection with the Shepherd, Durham, and Selected Cross Streets Reconstruction Project Phase 2 (West 15th Street to IH-10 WBFR) for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5. QE will perform construction phase services as described below. Construction Management, Inspection, and Materials Testing services are not included in this proposal and will be provided separately.

Scope of Services

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

1. Construction Phase Services (CPS)
QE will provide construction phase services including attendance at the pre-construction conference, and substantial and final walkthroughs. QE will respond to contractor Requests for Information, review submittals, and assist MHRA with project close-out at completion. QE will continue coordination with private utilities through the corridor. QE will conduct regular site visits during the duration of the project. QE will provide the general framework for the traffic signal field books as necessary. QE will provide certification for Substantial Completion and Final Completion. Using the record plan set from the Contractor, QE will prepare record drawings showing the as-built conditions of the improvements.
2. Progress Meetings
QE will attend bi-weekly construction progress meetings. Based on the scheduled duration of each meeting and anticipated follow-up site visits by QE attendees to review discussed agenda items, an additional one-hour time commitment is being included per meeting. QE also anticipates attendance at one construction progress meeting every other month by an additional project engineer (civil, electrical, or traffic) to provide immediate feedback/direction on pressing issues that arise due to the complex nature of the project.
3. Stakeholder Coordination
QE will attend stakeholder meetings (private utility, City, property owner, etc.) as needed/directed over the course of construction. QE anticipates attendance by the Project Manager once per month (36



meetings, 2.5 hours each) and/or a QE civil, electrical, or traffic project engineer (8 meetings, 2.5 hours each) to coordinate construction efforts with stakeholders.

4. GIS Story Map Updates

As construction progresses, QE will provide updates to the GIS story map for the Shepherd Durham project with the goal of informing the public of project updates (including construction progress)

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. Design Changes for Changing Conditions (Hourly)

The corridor is rapidly redeveloping. As adjacent conditions change, revisions to the design of the proposed improvements may be required. As needed, QE will review the redeveloped conditions and make minor adjustments to the design of the proposed improvements as appropriate.

2. Water and Wastewater Support (Lump Sum)

Aurora Technical Services will provide engineering services during the construction of water line and wastewater line improvements. For a more detailed breakdown of Aurora's scope of work, see Attachment B.

3. Urban Design Support (Hourly)

SWA Group (SWA) will provide construction phase services related to the hardscape and landscape improvements for the project corridor. For a more detailed breakdown of SWA's scope of work, see Attachment C.

Schedule

QE will work with MHRA, the City, the City's Construction Manager, and the Contractor to perform the above scope in keeping with the 36-month schedule established for construction.

Proposed Fee

QE is requesting a fee of **\$881,800.00** for the construction phase services described in this proposal. For a detailed breakdown of the fee, refer to Attachment A.



Shepherd Durham Phase 2 – Construction Phase Services

Page 3

February 18, 2025

Special Considerations

This proposal is based on the following special considerations:

1. The Scope presented in this proposal covers engineering services during construction. Construction Management, Inspection, and Material Testing services are to be provided under a separate contract.
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 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.
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 60 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, reading "Kristen Hennings".

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

A handwritten signature in blue ink, reading "Don Durgin".


Don Durgin, P.E.
Transportation Manager

Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0523A\WA#12 - Phase 2 CPS\2_T-0523A WA12_P2CPS Scope.docx

Phase 2 Construction Phase Services

T-0523A - Shepherd, Durham, and Selected Cross Street Reconstruction

		PE V	PE IV	PE III	PE I	DE II	GIS Operator III	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$290.00	\$265.00	\$235.00	\$180.00	\$155.00	\$170.00				
Task 300 - Construction Phase Services											
1	Construction Phase Services										
	General Project Management/Coordination	108		36				\$40,620		\$0.00	\$40,620.00
	Pre-Construction Conference	4		4		4		\$3,350		\$0.00	\$3,350.00
	Submittals	48		60		60		\$39,000		\$0.00	\$39,000.00
	RFIs (with associated Design Mods)	144		72	108	72		\$90,120		\$0.00	\$90,120.00
	Site Visits	90		36	36	24		\$46,020		\$0.00	\$46,020.00
	Walkthroughs and Documentation	18		18		18		\$12,240		\$0.00	\$12,240.00
	Record Drawings	40		20	80	40		\$42,900		\$0.00	\$42,900.00
2	Progress Meetings (BiMonthly in Person) (approx 90 meetings)	360		180				\$146,700		\$0.00	\$146,700.00
3	Stakeholder Coordination	72		20				\$26,000		\$0.00	\$26,000.00
4	GIS Story Map Update	10					40	\$10,120		\$0.00	\$10,120.00
Total Construction Phase Services											\$447,000.00
Task 310-340 - Subconsultant Construction Phase Services											
1	Design Changes for Changing Conditions (Hourly)	60		20	60	200		\$64,320		\$0.00	\$64,320.00
2	Water and Wastewater Support - Aurora (MBE)								\$175,000.00	\$189,000.00	\$189,000.00
3	Urban Design Support - SWA								\$148,000.00	\$159,840.00	\$159,840.00
4	Lighting - sub (MBE)								\$10,000.00	\$10,800.00	\$10,800.00
Total Additional Construction Phase Services											\$424,000.00
Task 800 - Reimbursable Expenses											
1	Repro/Mileage/Parking								\$10,000.00	\$10,800.00	\$10,800.00
2										\$0.00	\$0.00
3										\$0.00	\$0.00
Total Reimbursable Expenses											\$10,800.00
Hours Subtotal		954	0	466	284	418					
SUBTOTAL BASIC SERVICES - CONSTRUCTION		\$ 276,660	\$ -	\$ 109,510	\$ 51,120	\$ 64,790		\$ 521,390	\$ 333,000	\$ 359,640	\$ 881,800.00



February 17, 2025

Ms. Kristen Hennings, P.E. – Senior Project Manager
QUIDDITY
6330 West Loop South, Suite 150
Bellaire, Texas 77401

Reference: **Proposal for Phase III Construction Phase Services**
Shepherd - Durham Infrastructure Improvements from 15th to IH-10 WBFR
WBS No. N-100041-0001-4, CSJ No. 0912-72-616

Dear Ms. Hennings,

In accordance with your request, Aurora Technical Services, LLC (Aurora) is pleased to submit this proposal to provide Phase III Construction Phase Services for the above referenced project.

Scope of Services

The proposed scope of work tasks and corresponding level of effort for the Phase III Construction Phase Services are listed in Attachment 1. The scope and level of effort are based on the construction duration of 1,080 days (approximately 3 years).

Fee and Compensation

Aurora proposes to perform the tasks identified in Attachment 1 for a total lump sum amount of **\$175,000**. Work will be invoiced monthly based on the percent complete as approved by Quiddity.

We appreciate the opportunity to submit this proposal. We are looking forward to working with Quiddity on this exceptional project upon authorization.

Sincerely,
Aurora Technical Services, LLC

Rafael Ortega, P.E.
President

Attachment 1 - Level of Effort for Construction Phase Services

ATTACHMENT 1

LEVEL OF EFFORT

**Phase III Construction Phase Services
Shepherd - Durham Infrastructure Improvements from 15th to IH-10 WBFR
WBS No. N-100041-0001-4, CSJ No. 0912-72-616**

AURORA TECHNICAL SERVICES, LLC

	Principal	Senior Project Manager	Professional Engineer	Graduate Engineer/Field	CADD Designer	Administrative Assistant	Total Hours	Total Cost
HOURLY RATE (X 3.0 MULTIPLIER)	\$ 275.00	\$ 225.00	\$ 165.00	\$ 125.00	\$ 105.00	\$ 90.00		
I. Construction Progress Support, Field Meetings, Site Visits*								
1. Pre-construction Meeting (1 mtg, 2 representatives)		4		4			8	\$ 1,400.00
2. Monthly Progress Meetings (36 mtgs, 2 representatives) Incl. Site Visits and Reports	4	108	24	108	4	2	250	\$ 43,460.00
3. Public Meeting & Exhibit Support (1 meeting, 2 representatives)	2	2		4		2	10	\$ 1,680.00
4. Site Condition Support Meetings (On-Call) for Utilities (W/WW) Construction and Traffic Control Issues, Incl. Site Reports	2	40	8	40		2	92	\$ 16,050.00
5. Substantial/Final Completion Walkthrough, Punch List, and Follow-Up (2 mtgs)	2	24	8	24	4	2	64	\$ 10,870.00
6. Misc. Field Support/Change Site Condition Meetings		24	24	24			72	\$ 12,360.00
II. Submittals & RFIs								
7. Respond to Requests for Information (20 RFIs) including support of site/work zone access, construction phasing, driveways, TCP, water/wastewater utilities issues	2	8	40	40	12		102	\$ 15,210.00
8. Review Design Submittals (20 Submittals) for Water/Wastewater Design and Traffic Control Plan, including <ul style="list-style-type: none"> - General Items - Mobilization/Traffic Control Requirements - Small-Diameter Water/Wastewater lines - Large Diameter Wastewater lines - Connection to 84-inch Wastewater line - TCP Compliance, Deviation, Construction Access Mgmt Support, Phasing and Sequencing 	2	16	40	60	4		122	\$ 18,670.00
9. Traffic Control Plan Revision during Construction (includes 1 revision)		4	16	40	16		76	\$ 10,290.00
10. Prepare As-Built Drawings (70 P&P Sheets W/WW)		8	16	60	104		188	\$ 22,860.00
11. Testing and Service Shutdown/Connections Support (W/WW) - DWO and WWO		2	12	24	4	2	44	\$ 6,030.00
III. Field Engineering Support								
12. Misc. Field Engineering Support on Stormwater Construction Phasing/Trenchless Construction/Traffic Control Issues	2	4	12	40	4		62	\$ 8,850.00
13. Change Orders (W/WW or Traffic Control), Design Coordination, Cost/Quantity Estimate Support	2	4	8	24	8		46	\$ 6,610.00
TOTAL HOURS	18	248	208	492	160	10	1,136	
TOTAL HOURLY COST	\$ 4,950.00	\$ 55,800.00	\$ 34,320.00	\$ 61,500.00	\$ 16,800.00	\$ 900.00		\$ 174,270.00
Notes:	Expenses (mileage, reproductions, deliveries)							\$ 730.00
* Based on construction duration of 3 years	TOTAL EFFORT COST							\$ 175,000.00

SWA Houston

The Jones on Main
 712 Main Street
 6th Floor
 Houston, Texas
 77002
 +1.713.868.1676
 www.swagroup.com

17th February 2025

Quiddity Engineering LLC
 6330 West Loop South, Suite 150
 Bellaire, Texas 77401

Re: Shepherd | Durham Drainage and Mobility Reconstruction – Construction Phase Services
 JACT101.a

Dear Kristin Hennings:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above.

This Agreement is by and between SWA Group ("SWA"), a California corporation, and Quiddity Engineering ("Client"), Houston, Texas. All terms and conditions of this Agreement shall be governed by the Professional Services Agreement as executed by Quiddity Engineering and SWA with an effective date of 17th February 2025.

SWA shall provide professional services and coordination with Quiddity Engineering on the project referenced above, the extent of which includes portions of Shepherd Drive, Durham Drive, W 14th Street, W 12th Street, W 11th Street, W 7th Street to the north right-of-way of the IH-10 west bound frontage road as indicated on the attached drawing entitled: Exhibit A, SWA limit of work; received from Jones | Carter on 25 November 2019.

SCOPE OF SERVICES

SWA shall provide construction phase services for scope items as they relate to the Bid Set issued on Jan 19, 2024 within the public ROW of streets segments noted above. The focus of SWA's work scope will be the integration of selections for pedestrian paving finishes, bike lane finishes, tree planters, tree plantings, soil cells and planter ledges in coordination with related engineering, traffic and mobility enhancements.

SWA will perform the following for the Project:

1. Collaborate with the City of Houston, Jones | Carter, Project Construction Contractor, and TIRZ 5 such that SWA services are coordinated with the Contractor's schedule and construction sequence for the amenity improvements for the Project;
2. Participate in on-site meetings and/or make periodic visit to the site (up to 72 – visits) to observe the progress of the construction of amenity improvements and its adherence to the design documents for construction;

3. Work with TIRZ 5, Project Engineer and the Contractor to address design / construction issues that may arise from time to time;
4. Prepare field reports summarizing these site observation visits and provide periodic reports to the Authority;
5. Review and respond to TIRZ 5/ Contractor submittals and RFI's for the amenity (above ground) improvements;
6. Select and tag trees in the local tree nursery;
7. Prepare punch list for final completion of the amenity improvements (above ground) at the time of Substantial Completion; and,
8. Make final (one visit) walk-through following contractors completion of all punch list items.

SCHEDULE

The project's construction is estimated by the Construction Contractor at thirty six (36) months. Any material extension of time that requires additional work by SWA may require additional services.

TERMS AND FEES

Services described shall be provided on an hourly, not to exceed budget of \$148,000 and be based on SWA's 2025 standard hourly rates. Expenses will be billed in addition to the fee and are not included in the budget above.

We would be pleased to answer questions you may have or to clarify any points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,
SWA GROUP

Kinder Baumgardner, ASLA
Managing Principal / Contracting Agent
Landscape Architect, Texas License #2700



Scott McCready, ASLA
Principal
Landscape Architect, Texas License #3140

Accepted: Quiddity Engineering LLC

By: _____

Title: _____

Date: _____

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February 3, 2025

Tanu Hiremath, P.E., CFM, ENV SP
Houston Public Works
611 Walker, 17th Floor
Houston, TX 77002
Attn.: Sudarshan Gouni, PE, Project Manager

Re: Bid Tabulation and Recommendation of Award - Revision
Shepherd-Durham Infrastructure Improvements from 15th St. to IH-10 WBFR
WBS No. N-100041-0001-4; CSJ 0912-72-616

Dear Ms. Hiremath:

After further review of the Bid Submittal documents and Bid Tabulations, all bids submitted are in compliance. This recommendation superseded the previous recommendation.

The following is a list of the bids received in order from low to high followed by results of the engineering analysis of each bid.

Bidders ranked as follows:

Bidder Number	Contractor	Civcast Bid Amount
1	Harper Brothers Construction LLC	\$69,716,798.42
2	MC2 Civil, LLC	\$74,222,173.14
3	Total Contracting Limited	\$82,474,432.41

Harper Brothers Construction, LLC is the apparent low bidder at \$69,716,798.42. On the basis of the total bid price and since Harper Brothers Construction, LLC has demonstrated on previous work for the City the capability of performing quality work required for this project, Quiddity recommends awarding the contract to Harper Brothers Construction, LLC in the amount of \$69,716,798.42.

Quiddity reviewed the bid submitted by Harper Brothers Construction, LLC and compared the Total Bid Price with the Engineer's Cost Estimate. The total estimated cost of \$65,499,061.94 was 6.44% lower than the low bid amount and 15.22% lower than the average of the three (3) bid amounts.



Shepherd-Durham Bid Tabulation and Recommendation of Award - Revision

Page 2

February 3, 2025

Please contact our office if you have any questions.

Sincerely,

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

Cc: Memorial Heights Redevelopment Authority (TIRZ5) Board of Directors

K:\14760\14760-0004-05 T-0523A - Shepherd, Durham, and Selected\2 Design Phase\Bid Documents\Bids\Shepherd Durham Phase 2 Recommendation of Award Letter Final_Rev1.docx

Shepherd-Durham Infrastructure Improvements

15th to IH-10 WBFR
City of Houston WBS No. N-100041-0001-4
TxDOT CSJ 0912-72-616

Bidders: 3

Item	Id	Description	Unit	Total Approx. Quantity	Bidder No. 1		Bidder No. 2		Bidder No. 3		Average of All Bidders		Final Engineer's Estimate	
					Harper Brothers Construction, LLC 333 N. Sam Houston Pkwy E, Ste 650 Houston, TX 77060		MC2 Civil, LLC 14115 Luthe Rd, Ste 100 Houston, TX 77039		Total Contracting Limited 11203 Bedford St Houston, TX 77031					
Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
General Items														
1	1502	Mobilization (1)	LS	1	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00
2	1562	Tree and Plant Protection	LS	1	\$45,000.00	\$45,000.00	\$2,000,000.00	\$2,000,000.00	\$250,000.00	\$250,000.00	\$765,000.00	\$765,000.00	\$82,500.00	\$82,500.00
3	1562	Zero Curb Cutback	LF	500	\$15.00	\$7,500.00	\$10.00	\$5,000.00	\$15.00	\$7,500.00	\$13.33	\$6,666.67	\$15.00	\$7,500.00
4	1578	Ground Water Control for Open Cut Construction	LF	12000	\$1.00	\$12,000.00	\$10.00	\$120,000.00	\$10.00	\$120,000.00	\$7.00	\$84,000.00	\$2.00	\$24,000.00
5	1582	Furnish and Install BUILD HOUSTON FORWARD Project Identification Sign, Complete in Place	EA	2	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00
6	2136	Preparatory Work for sampling and analysis in potentially petroleum contaminated area (PPCA)	LS	1	\$5,000.00	\$5,000.00	\$500,000.00	\$500,000.00	\$50,000.00	\$50,000.00	\$185,000.00	\$185,000.00	\$25,000.00	\$25,000.00
7	2086	Adjust Existing Valve Box to New Grade	EA	42	\$400.00	\$16,800.00	\$500.00	\$21,000.00	\$400.00	\$16,800.00	\$433.33	\$18,200.00	\$341.00	\$14,322.00
8	2086	Adjust Existing Manhole Frame and Cover to New Grade (K on the P&Ps)	EA	42	\$900.00	\$37,800.00	\$500.00	\$21,000.00	\$400.00	\$16,800.00	\$600.00	\$25,200.00	\$341.00	\$14,322.00
9	2893S	Relocate Aerial/Underground Electrical Service at Pole	EA	10	\$4,500.00	\$45,000.00	\$5,000.00	\$50,000.00	\$5,175.00	\$51,750.00	\$4,891.67	\$48,916.67	\$1,875.00	\$18,750.00
10	5500	Furnish and Install Omega10 or Equal Fence System on Shepherd Bridges	LF	1221	\$287.68	\$351,257.28	\$250.00	\$305,250.00	\$785.53	\$959,132.13	\$441.07	\$538,546.47	\$200.00	\$244,200.00
Sub Total - General Items						\$2,477,357.28		\$4,976,250.00		\$3,425,982.13		\$3,626,529.80		\$2,390,594.00
Street Lighting Items														
11	2581	Furnish and Install Street Lighting Conduit, 2-inch PVC, Schedule 40	LF	9504	\$13.00	\$123,552.00	\$20.00	\$190,080.00	\$14.95	\$142,084.80	\$15.98	\$151,905.60	\$9.00	\$85,536.00
12	2581	Furnish and Install Street Lighting Conduit, 2-inch PVC, Schedule 80	LF	22194	\$13.70	\$304,057.80	\$30.00	\$665,820.00	\$15.76	\$349,777.44	\$19.82	\$439,885.08	\$21.30	\$472,732.20
13	2590S	Street Light Foundation, Complete in Place	EA	180	\$2,700.00	\$486,000.00	\$750.00	\$135,000.00	\$3,105.00	\$558,900.00	\$2,185.00	\$393,300.00	\$1,394.80	\$251,064.00
14	2590	Furnish and Install Street Light Pole with Roadway and Pedestrian Luminaire, including UbiCell Smart Street Light Controller and Street Light ID Number Stencil	EA	168	\$5,700.00	\$957,600.00	\$800.00	\$134,400.00	\$6,555.00	\$1,101,240.00	\$4,351.67	\$731,080.00	\$4,645.30	\$780,410.40
15	2590	Furnish and Install Street Light Pole with Roadway Luminaire, including UbiCell Smart Street Light Controller and Street light ID Number Stencil	EA	11.7	\$5,400.00	\$63,180.00	\$5,000.00	\$58,500.00	\$6,210.00	\$72,657.00	\$5,536.67	\$64,779.00	\$3,931.40	\$45,997.38
16	2893	Furnish and Install Electrical Service, Complete in Place	EA	2.7	\$9,300.00	\$25,110.00	\$5,000.00	\$13,500.00	\$10,695.00	\$28,876.50	\$8,331.67	\$22,495.50	\$8,522.80	\$23,011.56
17	16710	Furnish and Install Type 'B' Pull Box with Apron, Gravel, RMC ELLS, and Ground Rod	EA	21.6	\$1,200.00	\$25,920.00	\$500.00	\$10,800.00	\$1,380.00	\$29,808.00	\$1,026.67	\$22,176.00	\$1,038.40	\$22,429.44
18	16720	Furnish and Install #8 THHN Luminaire Insulated Wire	LF	48826.8	\$1.50	\$73,240.20	\$1.00	\$48,826.80	\$1.73	\$84,470.36	\$1.41	\$68,845.79	\$1.50	\$73,240.20
19	16720	Furnish and Install #6 THHN Luminaire Insulated Wire	LF	24413.4	\$1.80	\$43,944.12	\$1.00	\$24,413.40	\$2.07	\$50,535.74	\$1.62	\$39,631.09	\$2.50	\$61,033.50
20	2590S	Furnish and Install UbiSmart or Equal Air Quality Sensor	EA	1	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00	\$3,105.00	\$3,105.00	\$3,601.67	\$3,601.67	\$2,362.80	\$2,362.80
Sub Total - Street Lighting Items						\$2,105,304.12		\$1,286,340.20		\$2,421,454.84		\$1,937,699.72		\$1,817,817.48
Storm Water Pollution Prevention Plan Items														
21	1570	Inlet Protection (Furnish, Install, Maintain, and Remove)	LF	4500	\$4.50	\$20,250.00	\$6.50	\$29,250.00	\$5.00	\$22,500.00	\$5.33	\$24,000.00	\$2.80	\$12,600.00
22	1570	Reinforced Filter Fabric Barrier (Furnish, Install, Maintain, and Remove)	LF	200	\$2.00	\$400.00	\$5.00	\$1,000.00	\$10.00	\$2,000.00	\$5.67	\$1,133.33	\$2.00	\$400.00
23	1570	Install and Maintain Storm Water Pollution Prevention Measures	LS	1	\$5,000.00	\$5,000.00	\$100,000.00	\$100,000.00	\$10,000.00	\$10,000.00	\$38,333.33	\$38,333.33	\$75,000.00	\$75,000.00
24	1575	Stabilized Construction Access (Access)(Furnish, Install, Maintain, and Remove)	SY	222	\$28.00	\$6,216.00	\$38.00	\$8,436.00	\$75.00	\$16,650.00	\$47.00	\$10,434.00	\$28.00	\$6,216.00

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					Harper Brothers Construction, LLC 333 N. Sam Houston Pkwy E, Ste 650 Houston, TX 77060		MC2 Civil, LLC 14115 Luthe Rd, Ste 100 Houston, TX 77039		Total Contracting Limited 11203 Bedford St Houston, TX 77031					
Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Sub Total - Storm Water Pollution Prevention Plan Items						\$31,866.00		\$138,686.00		\$51,150.00		\$73,900.67		\$94,216.00
Traffic Control Items														
25	1555	Traffic Control and Regulation (2)	LS	1	\$1,610,000.00	\$1,610,000.00	\$3,500,000.00	\$3,500,000.00	\$2,400,000.00	\$2,400,000.00	\$2,503,333.33	\$2,503,333.33	\$1,500,000.00	\$1,500,000.00
26	1555	Furnish and Install Low Profile Concrete Barriers	LF	2527	\$40.00	\$101,080.00	\$50.00	\$126,350.00	\$80.00	\$202,160.00	\$56.67	\$143,196.67	\$15.00	\$37,905.00
27	1555	Relocate Low Profile Concrete Barriers	LF	10907	\$6.00	\$65,442.00	\$8.00	\$87,256.00	\$15.00	\$163,605.00	\$9.67	\$105,434.33	\$10.00	\$109,070.00
28	1555	Remove Low Profile Concrete Barriers	LF	2527	\$5.00	\$12,635.00	\$10.00	\$25,270.00	\$25.00	\$63,175.00	\$13.33	\$33,693.33	\$8.00	\$20,216.00
29	1555	Flagmen, Uniform Police Officers (2)	LS	1	\$1,000,000.00	\$1,000,000.00	\$780,000.00	\$780,000.00	\$800,000.00	\$800,000.00	\$860,000.00	\$860,000.00	\$780,000.00	\$780,000.00
30	2762	Remove Existing Pavement Markings	LS	1	\$883.74	\$883.74	\$500,000.00	\$500,000.00	\$75,000.00	\$75,000.00	\$191,961.25	\$191,961.25	\$50,000.00	\$50,000.00
31	2765	Temporary and Removable Pavement Markings (All Types) and Reflectorized Pavement Markers White/Yellow Buttons	LF	44378	\$1.25	\$55,472.50	\$0.50	\$22,189.00	\$1.00	\$44,378.00	\$0.92	\$40,679.83	\$1.00	\$44,378.00
32	2741	Temporary Detour Pavement, Including shoulder and Grading (Per TCP) (4" Base Course W/ 2" Surface)	SY	5222	\$95.00	\$496,090.00	\$60.00	\$313,320.00	\$35.00	\$182,770.00	\$63.33	\$330,726.67	\$60.00	\$313,320.00
33	TxDOT 6834	Furnish, Install, Maintain, and Remove Portable Changeable Message Sign	DAY	1080	\$18.00	\$19,440.00	\$50.00	\$54,000.00	\$100.00	\$108,000.00	\$56.00	\$60,480.00	\$58.67	\$63,360.00
Sub Total - Traffic Control Items						\$3,361,043.24		\$5,408,385.00		\$4,039,088.00		\$4,269,505.41		\$2,918,249.00
Water Items														
34	2221	Remove And Dispose Of 12-Inch Water Line And Water Service Lines	LF	52	\$31.57	\$1,641.64	\$25.00	\$1,300.00	\$15.00	\$780.00	\$23.86	\$1,240.55	\$30.00	\$1,560.00
35	2221	Remove And Dispose Of 12-Inch Water Line, Aerial Crossing	LF	180	\$15.00	\$2,700.00	\$175.00	\$31,500.00	\$15.00	\$2,700.00	\$68.33	\$12,300.00	\$100.00	\$18,000.00
36	2511	12-Inch Diameter Water Line, Aerial Crossing	LF	180	\$970.00	\$174,600.00	\$1,100.00	\$198,000.00	\$1,500.00	\$270,000.00	\$1,190.00	\$214,200.00	\$1,250.00	\$225,000.00
37	2511	4-Inch Diameter Water Line By Trenchless Construction	LF	80	\$500.00	\$40,000.00	\$290.00	\$23,200.00	\$100.00	\$8,000.00	\$296.67	\$23,733.33	\$330.00	\$26,400.00
38	2511	6-Inch Diameter Water Line By Trenchless Construction	LF	187	\$300.00	\$56,100.00	\$240.00	\$44,880.00	\$200.00	\$37,400.00	\$246.67	\$46,126.67	\$190.00	\$35,530.00
39	2511	8-Inch Diameter Water Line By Trenchless Construction	LF	616	\$400.00	\$246,400.00	\$240.00	\$147,840.00	\$200.00	\$123,200.00	\$280.00	\$172,480.00	\$200.00	\$123,200.00
40	2511	12-Inch Diameter Water Line By Trenchless Construction	LF	7073	\$195.00	\$1,379,235.00	\$250.00	\$1,768,250.00	\$200.00	\$1,414,600.00	\$215.00	\$1,520,695.00	\$240.00	\$1,697,520.00
41	2511	6-Inch Diameter Water Line By Trenchless Construction With Restrained Joints	LF	75	\$350.00	\$26,250.00	\$240.00	\$18,000.00	\$225.00	\$16,875.00	\$271.67	\$20,375.00	\$150.00	\$11,250.00
42	2511	8-Inch Diameter Water Line By Trenchless Construction With Restrained Joints	LF	380	\$400.00	\$152,000.00	\$362.00	\$137,560.00	\$250.00	\$95,000.00	\$337.33	\$128,186.67	\$250.00	\$95,000.00
43	2511	12-Inch Diameter Water Line By Trenchless Construction With Restrained Joints	LF	1093	\$260.00	\$284,180.00	\$372.00	\$406,596.00	\$400.00	\$437,200.00	\$344.00	\$375,992.00	\$350.00	\$382,550.00
44	2512	3/4-Inch To 1-Inch Diameter Water Taps And Copper Service Lines With Meter Box, Short Side	EA	14	\$2,000.00	\$28,000.00	\$1,300.00	\$18,200.00	\$2,500.00	\$35,000.00	\$1,933.33	\$27,066.67	\$1,600.00	\$22,400.00
45	2512	3/4-Inch To 1-Inch Diameter Water Taps And Copper Service Lines With Meter Box, Long Side	EA	7	\$4,500.00	\$31,500.00	\$2,000.00	\$14,000.00	\$4,000.00	\$28,000.00	\$3,500.00	\$24,500.00	\$2,400.00	\$16,800.00
46	2512	3/4-Inch To 1-Inch Diameter Copper Service Lines With Meter Box, Extra Long Side	EA	1	\$6,000.00	\$6,000.00	\$2,875.00	\$2,875.00	\$5,200.00	\$5,200.00	\$4,691.67	\$4,691.67	\$2,800.00	\$2,800.00
47	2512	1-1/2-Inch To 2-Inch Diameter Water Taps And Service Lines With Meter Box, Short Side	EA	32	\$2,500.00	\$80,000.00	\$2,580.00	\$82,560.00	\$3,200.00	\$102,400.00	\$2,760.00	\$88,320.00	\$2,400.00	\$76,800.00
48	2512	1-1/2-Inch To 2-Inch Diameter Water Taps And Service Lines With Meter Box, Long Side	EA	25	\$5,000.00	\$125,000.00	\$5,000.00	\$125,000.00	\$4,500.00	\$112,500.00	\$4,833.33	\$120,833.33	\$4,000.00	\$100,000.00

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Base Bid															
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
49	2512	1-1/2-Inch To 2-Inch Diameter Water Taps And Copper Service Lines With Meter Box, Extra Long Side	EA	5	\$5,800.00	\$29,000.00	\$7,200.00	\$36,000.00	\$5,800.00	\$29,000.00	\$6,266.67	\$31,333.33	\$5,000.00	\$25,000.00	
50	2513	4-Inch Diameter Wet Connection	EA	3	\$5,200.00	\$15,600.00	\$1,600.00	\$4,800.00	\$1,500.00	\$4,500.00	\$2,766.67	\$8,300.00	\$1,900.00	\$5,700.00	
51	2513	6-Inch Diameter Wet Connection	EA	4	\$7,000.00	\$28,000.00	\$2,000.00	\$8,000.00	\$2,500.00	\$10,000.00	\$3,833.33	\$15,333.33	\$2,300.00	\$9,200.00	
52	2513	8-Inch Diameter Wet Connection	EA	12	\$13,000.00	\$156,000.00	\$2,100.00	\$25,200.00	\$2,500.00	\$30,000.00	\$5,866.67	\$70,400.00	\$2,600.00	\$31,200.00	
53	2513	12-Inch Diameter Wet Connection	EA	18	\$14,000.00	\$252,000.00	\$3,000.00	\$54,000.00	\$3,800.00	\$68,400.00	\$6,933.33	\$124,800.00	\$3,300.00	\$59,400.00	
54	2516	Cut, Plug, And Abandon Existing 4-Inch Diameter Water Line	EA	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,166.67	\$1,166.67	\$900.00	\$900.00	
55	2516	Cut, Plug, And Abandon Existing 6-Inch Diameter Water Line	EA	5	\$2,000.00	\$10,000.00	\$1,900.00	\$9,500.00	\$1,000.00	\$5,000.00	\$1,633.33	\$8,166.67	\$1,200.00	\$6,000.00	
56	2516	Cut, Plug, And Abandon Existing 8-Inch Diameter Water Line	EA	12	\$1,800.00	\$21,600.00	\$2,000.00	\$24,000.00	\$1,000.00	\$12,000.00	\$1,600.00	\$19,200.00	\$1,450.00	\$17,400.00	
57	2516	Cut, Plug, And Abandon Existing 12-Inch Diameter Water Line	EA	18	\$3,000.00	\$54,000.00	\$2,800.00	\$50,400.00	\$1,000.00	\$18,000.00	\$2,266.67	\$40,800.00	\$2,000.00	\$36,000.00	
58	2520	Fire Hydrant Assembly, All Depths, Including 6-Inch Diameter Gate Valve And Box	EA	25	\$6,400.00	\$160,000.00	\$7,000.00	\$175,000.00	\$12,000.00	\$300,000.00	\$8,466.67	\$211,666.67	\$8,400.00	\$210,000.00	
59	2520	6-Inch Diameter Fire Hydrant Branch By Open Cut	LF	244	\$130.00	\$31,720.00	\$70.00	\$17,080.00	\$100.00	\$24,400.00	\$100.00	\$24,400.00	\$130.00	\$31,720.00	
60	2520	Remove And Salvage Existing Fire Hydrant	EA	22	\$500.00	\$11,000.00	\$400.00	\$8,800.00	\$500.00	\$11,000.00	\$466.67	\$10,266.67	\$600.00	\$13,200.00	
61	2531	Pre-Construction Television Inspection Of 12-Inch Water Line, Aerial Crossing.	LF	60	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$200.00	\$12,000.00	\$100.00	\$6,000.00	\$100.00	\$6,000.00	
62	2556S	Rehabilitation for Lining of Existing 12-Inch Water Line, for Aerial Crossing, by Flexible Felt Pipe Lining Method, As Needed	LF	60	\$1,100.00	\$66,000.00	\$250.00	\$15,000.00	\$500.00	\$30,000.00	\$616.67	\$37,000.00	\$300.00	\$18,000.00	
63	2511	Furnish and Install 12-inch Steel Casing for Proposed Water Line (all sizes under 12-inch diameter), Complete in Place	LF	500	\$60.00	\$30,000.00	\$250.00	\$125,000.00	\$350.00	\$175,000.00	\$220.00	\$110,000.00	\$250.00	\$125,000.00	
64	2511	Furnish and Install 16-inch Steel Casing for Proposed 12-inch Water Line, Complete in Place	LF	550	\$80.00	\$44,000.00	\$270.00	\$148,500.00	\$350.00	\$192,500.00	\$233.33	\$128,333.33	\$350.00	\$192,500.00	
Sub Total - Water Items						\$3,546,526.64		\$3,725,541.00		\$3,611,655.00		\$3,627,907.55		\$3,622,030.00	
Wastewater Items															
65	2082	4-Foot Diameter Precast Concrete Watertight Manhole	EA	28	\$7,500.00	\$210,000.00	\$8,000.00	\$224,000.00	\$6,500.00	\$182,000.00	\$7,333.33	\$205,333.33	\$4,300.00	\$120,400.00	
66	2082	5-Foot Diameter Precast Concrete Watertight Manhole	EA	9	\$75,000.00	\$675,000.00	\$10,000.00	\$90,000.00	\$14,000.00	\$126,000.00	\$33,000.00	\$297,000.00	\$7,000.00	\$63,000.00	
67	2082	6-Foot Diameter Precast Concrete Watertight Manhole	EA	2	\$65,000.00	\$130,000.00	\$14,000.00	\$28,000.00	\$15,000.00	\$30,000.00	\$31,333.33	\$62,666.67	\$10,000.00	\$20,000.00	
68	2082	Extra Depth, 4-Foot Diameter Precast Concrete Watertight Manholes	VF	87	\$250.00	\$21,750.00	\$200.00	\$17,400.00	\$250.00	\$21,750.00	\$233.33	\$20,300.00	\$800.00	\$69,600.00	
69	2082	Extra Depth, 5-Foot Diameter Precast Concrete Watertight Manholes	VF	167	\$320.00	\$53,440.00	\$300.00	\$50,100.00	\$450.00	\$75,150.00	\$356.67	\$59,563.33	\$1,000.00	\$167,000.00	
70	2082	Extra Depth, 6-Foot Diameter Precast Concrete Watertight Manholes	VF	32	\$550.00	\$17,600.00	\$400.00	\$12,800.00	\$650.00	\$20,800.00	\$533.33	\$17,066.67	\$1,350.00	\$43,200.00	

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Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
71	2082	84-inch Sanitary Sewer Connection and Manhole; Includes and is not limited to: Shaft and shoring for connection structure, shaft soil disposal, Engineer-designed support system fo existing 84-inch sanitary sewer, mud slab, structural concrete for connection structure, reinforcing steel for connection structure, cement stabilized sand backfill for connection structure, coring 48-inch opening in existing 84-inch sanitary sewer, coring 16-inch diameter hole for vortex shaft pipe, vortex drop structure per manufacturer, 48-inch FRP, 9-foot diameter precast concrete watertight manhole (including base, flat top, frame, and cover), extra depth, concrete landings in manhole, CCTV Inspecdtion of existing 84-inch sanitary sewer (2,000 feet) and ground water control	EA	1	\$2,000,000.00	\$2,000,000.00	\$2,500,000.00	\$2,500,000.00	\$3,000,000.00	\$3,000,000.00	\$2,500,000.00	\$2,500,000.00	\$2,000,000.00	\$2,000,000.00
72	2221	Remove And Dispose Of 6-Inch Sanitary Sewer Service Line	LF	2340	\$15.00	\$35,100.00	\$10.00	\$23,400.00	\$25.00	\$58,500.00	\$16.67	\$39,000.00	\$15.00	\$35,100.00
73	2222	Abandon And Fill 6-Inch Diameter Sewer	LF	800	\$16.00	\$12,800.00	\$10.00	\$8,000.00	\$35.00	\$28,000.00	\$20.33	\$16,266.67	\$12.00	\$9,600.00
74	2222	Abandon And Fill 8-Inch Diameter Sewer	LF	2690	\$17.00	\$45,730.00	\$10.00	\$26,900.00	\$45.00	\$121,050.00	\$24.00	\$64,560.00	\$16.00	\$43,040.00
75	2222	Abandon And Fill 15-Inch Diameter Sewer	LF	263	\$40.00	\$10,520.00	\$10.00	\$2,630.00	\$50.00	\$13,150.00	\$33.33	\$8,766.67	\$30.00	\$7,890.00
76	2222	Abandon And Fill Manhole	EA	9	\$2,500.00	\$22,500.00	\$1,000.00	\$9,000.00	\$2,500.00	\$22,500.00	\$2,000.00	\$18,000.00	\$1,600.00	\$14,400.00
77	2260	Trench Safety System For Trench Excavations	LF	9634	\$5.00	\$48,170.00	\$2.00	\$19,268.00	\$5.00	\$48,170.00	\$4.00	\$38,536.00	\$10.00	\$96,340.00
78	2400	Tunnel Shafts (All Shafts, All Dimensions)	LS	1	\$5,000,000.00	\$5,000,000.00	\$3,250,000.00	\$3,250,000.00	\$3,000,000.00	\$3,000,000.00	\$3,750,000.00	\$3,750,000.00	\$1,690,000.00	\$1,690,000.00
79	2441	36-Inch Diameter Sanitary Sewer, Microtunneling	LF	1000	\$1,500.00	\$1,500,000.00	\$2,250.00	\$2,250,000.00	\$2,500.00	\$2,500,000.00	\$2,083.33	\$2,083,333.33	\$1,500.00	\$1,500,000.00
80	2448	21-Inch Diameter Sanitary Sewer, By Pipe Augering With Or Without Casing	LF	80	\$1,500.00	\$120,000.00	\$1,000.00	\$80,000.00	\$1,200.00	\$96,000.00	\$1,233.33	\$98,666.67	\$600.00	\$48,000.00
81	2534	Service Stubs Or Reconections Including Construction Of Stack On Sanitary Sewer	EA	36	\$3,000.00	\$108,000.00	\$1,000.00	\$36,000.00	\$2,500.00	\$90,000.00	\$2,166.67	\$78,000.00	\$2,400.00	\$86,400.00
82	2534	6-Inch Diameter Sanitary Sewer Service Lines	LF	2340	\$75.00	\$175,500.00	\$130.00	\$304,200.00	\$100.00	\$234,000.00	\$101.67	\$237,900.00	\$100.00	\$234,000.00
83	2531	8-Inch Diameter Sanitary Sewer, By Open Cut	LF	3714	\$150.00	\$557,100.00	\$120.00	\$445,680.00	\$200.00	\$742,800.00	\$156.67	\$581,860.00	\$200.00	\$742,800.00
84	2531	12-Inch Diameter Sanitary Sewer, By Open Cut	LF	141	\$170.00	\$23,970.00	\$170.00	\$23,970.00	\$300.00	\$42,300.00	\$213.33	\$30,080.00	\$200.00	\$28,200.00
85	2531	21-Inch Diameter Sanitary Sewer, By Open Cut	LF	500	\$450.00	\$225,000.00	\$190.00	\$95,000.00	\$1,000.00	\$500,000.00	\$546.67	\$273,333.33	\$300.00	\$150,000.00
86	2531	24-inch Diameter Sanitary Sewer, By Open Cut	LF	500	\$450.00	\$225,000.00	\$190.00	\$95,000.00	\$1,000.00	\$500,000.00	\$546.67	\$273,333.33	\$350.00	\$175,000.00
87	2531	36-Inch Diameter Sanitary Sewer, By Open Cut	LF	2122	\$600.00	\$1,273,200.00	\$1,000.00	\$2,122,000.00	\$1,700.00	\$3,607,400.00	\$1,100.00	\$2,334,200.00	\$500.00	\$1,061,000.00
88	1506S	Diversion Pumping	LS	1	\$75,000.00	\$75,000.00	\$1,500,000.00	\$1,500,000.00	\$550,000.00	\$550,000.00	\$708,333.33	\$708,333.33	\$100,000.00	\$100,000.00
89	1578	Ground Water Control	LF	9650	\$1.00	\$9,650.00	\$40.00	\$386,000.00	\$15.00	\$144,750.00	\$18.67	\$180,133.33	\$10.00	\$96,500.00
Sub Total - Wastewater Items						\$12,575,030.00		\$13,599,348.00		\$15,754,320.00		\$13,976,232.67		\$8,601,470.00
Storm Sewer Items														
90	2082	Furnish and Install Type C Manhole 4-Foot Diameter Precast Round Concrete (shallow depth up to 5')	EA	2	\$7,000.00	\$14,000.00	\$7,000.00	\$14,000.00	\$6,000.00	\$12,000.00	\$6,666.67	\$13,333.33	\$ 3,050.00	\$6,100.00
91	2082	Furnish and Install Type C Manhole 4-Foot Diameter Precast Round Concrete (normal depth up to 8')	EA	44	\$7,000.00	\$308,000.00	\$10,000.00	\$440,000.00	\$8,500.00	\$374,000.00	\$8,500.00	\$374,000.00	\$ 4,000.00	\$176,000.00
92	2082	Furnish and Install Type C Manhole 6-Foot Diameter Precast Round Concrete (normal depth up to 8')	EA	5	\$20,000.00	\$100,000.00	\$15,000.00	\$75,000.00	\$9,500.00	\$47,500.00	\$14,833.33	\$74,166.67	\$ 22,146.80	\$110,734.00
93	2082	Furnish and Install Type C 4-Foot Diameter Precast Concrete Manhole on Box Storm Sewer	EA	28	\$5,000.00	\$140,000.00	\$5,000.00	\$140,000.00	\$4,500.00	\$126,000.00	\$4,833.33	\$135,333.33	\$ 22,146.80	\$620,110.40
94	2260	Trench Safety System for Trench Excavations	LF	12826	\$5.00	\$64,130.00	\$5.00	\$64,130.00	\$50.00	\$641,300.00	\$20.00	\$256,520.00	\$ 1.00	\$12,826.00

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					Harper Brothers Construction, LLC 333 N. Sam Houston Pkwy E, Ste 650 Houston, TX 77060		MC2 Civil, LLC 14115 Luthe Rd, Ste 100 Houston, TX 77039		Total Contracting Limited 11203 Bedford St Houston, TX 77031					
Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
95	2631	Furnish and Install PVC Private Drainage Pipe (All Sizes and Depths)	LF	500	\$45.00	\$22,500.00	\$70.00	\$35,000.00	\$250.00	\$125,000.00	\$121.67	\$60,833.33	\$ 72.30	\$36,150.00
96	2631	Furnish and Install 24-inch Diameter Storm Sewer by Open Cut	LF	4207	\$200.00	\$841,400.00	\$300.00	\$1,262,100.00	\$225.00	\$946,575.00	\$241.67	\$1,016,691.67	\$ 126.20	\$530,923.40
97	2631	Furnish and Install 30-inch Diameter Storm Sewer by Open Cut	LF	757	\$275.00	\$208,175.00	\$300.00	\$227,100.00	\$350.00	\$264,950.00	\$308.33	\$233,408.33	\$ 117.00	\$88,569.00
98	2631	Furnish and Install 36-inch Diameter Storm Sewer by Open Cut	LF	17	\$400.00	\$6,800.00	\$600.00	\$10,200.00	\$450.00	\$7,650.00	\$483.33	\$8,216.67	\$ 175.00	\$2,975.00
99	2631	Furnish and Install 42-inch Diameter Storm Sewer by Open Cut	LF	228	\$525.00	\$119,700.00	\$500.00	\$114,000.00	\$650.00	\$148,200.00	\$558.33	\$127,300.00	\$ 240.40	\$54,811.20
100	2631	Furnish and Instal 72-inch Diameter Storm Sewer by Open Cut	LF	1037	\$1,100.00	\$1,140,700.00	\$1,000.00	\$1,037,000.00	\$1,000.00	\$1,037,000.00	\$1,033.33	\$1,071,566.67	\$ 502.00	\$520,574.00
101	2631	Furnish and Install 8-Foot by 4-Foot Box Storm Sewer by Open Cut	LF	1896	\$1,300.00	\$2,464,800.00	\$1,500.00	\$2,844,000.00	\$1,500.00	\$2,844,000.00	\$1,433.33	\$2,717,600.00	\$ 1,000.00	\$1,896,000.00
102	2631	Furnish and Install 7-foot by 3-foot Box Storm Sewer by Open Cut	LF	2674	\$1,200.00	\$3,208,800.00	\$1,250.00	\$3,342,500.00	\$1,300.00	\$3,476,200.00	\$1,250.00	\$3,342,500.00	\$ 750.00	\$2,005,500.00
103	2631	Furnish and Install 8-Foot by 8-Foot Box Storm Sewer by Open Cut	LF	154	\$1,500.00	\$231,000.00	\$1,750.00	\$269,500.00	\$2,000.00	\$308,000.00	\$1,750.00	\$269,500.00	\$ 1,200.00	\$184,800.00
104	2631	Furnish and Install 12-Foot by 6-Foot Box Storm Sewer by Open Cut	LF	631	\$2,300.00	\$1,451,300.00	\$3,000.00	\$1,893,000.00	\$2,500.00	\$1,577,500.00	\$2,600.00	\$1,640,600.00	\$ 1,175.00	\$741,425.00
105	2631	Furnish and Install 12-Foot by 8-Foot Box Storm Sewer by Open Cut	LF	1045	\$2,500.00	\$2,612,500.00	\$3,400.00	\$3,553,000.00	\$2,800.00	\$2,926,000.00	\$2,900.00	\$3,030,500.00	\$ 2,500.00	\$2,612,500.00
106	2631	Furnish and Install 19-inch by 30-inch Elliptical Storm Sewer by Open Cut	LF	59	\$375.00	\$22,125.00	\$500.00	\$29,500.00	\$750.00	\$44,250.00	\$541.67	\$31,958.33	\$ 294.00	\$17,346.00
107	2631	Furnish and Install 36-inch by 58.5-inch Elliptical Storm Sewer by Open Cut	LF	121	\$625.00	\$75,625.00	\$900.00	\$108,900.00	\$1,500.00	\$181,500.00	\$1,008.33	\$122,008.33	\$ 400.00	\$48,400.00
108	2633	Furnish and Install Type C Inlet, Complete in Place	EA	127	\$6,000.00	\$762,000.00	\$5,000.00	\$635,000.00	\$7,500.00	\$952,500.00	\$6,166.67	\$783,166.67	\$ 3,005.10	\$381,647.70
109	2633	Furnish and Install Type C-1 Inlet, Complete in Place	EA	11	\$8,000.00	\$88,000.00	\$6,000.00	\$66,000.00	\$8,500.00	\$93,500.00	\$7,500.00	\$82,500.00	\$ 4,140.00	\$45,540.00
110	2633	Furnish and Install Type A Grate Inlet, Complete in Place	EA	4	\$8,000.00	\$32,000.00	\$4,000.00	\$16,000.00	\$5,500.00	\$22,000.00	\$5,833.33	\$23,333.33	\$ 4,000.00	\$16,000.00
111	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (18-Foot x 18-Foot) Complete in Place	EA	2	\$135,000.00	\$270,000.00	\$100,000.00	\$200,000.00	\$80,000.00	\$160,000.00	\$105,000.00	\$210,000.00	\$ 900,000.00	\$1,800,000.00
112	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (6-Foot x 22-Foot) Complete in Place	EA	1	\$95,000.00	\$95,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$91,666.67	\$91,666.67	\$ 650,000.00	\$650,000.00
113	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (8-Foot x 20-Foot) Complete in Place	EA	4	\$85,000.00	\$340,000.00	\$100,000.00	\$400,000.00	\$80,000.00	\$320,000.00	\$88,333.33	\$353,333.33	\$ 750,000.00	\$3,000,000.00
114	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (8-Foot x 14-Foot) Complete in Place	EA	2	\$115,000.00	\$230,000.00	\$100,000.00	\$200,000.00	\$80,000.00	\$160,000.00	\$98,333.33	\$196,666.67	\$ 650,000.00	\$1,300,000.00
115	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (10-Foot x 18-Foot) Complete in Place	EA	1	\$115,000.00	\$115,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$98,333.33	\$98,333.33	\$ 150,000.00	\$150,000.00
116	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (9-Foot x 24-Foot) Complete in Place	EA	1	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$101,666.67	\$101,666.67	\$ 750,000.00	\$750,000.00
117	2633	Furnish and Install Cast-in-Place Concrete Junction Box, (24-Foot x 14-Foot) Complete in Place	EA	1	\$130,000.00	\$130,000.00	\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$103,333.33	\$103,333.33	\$ 1,100,000.00	\$1,100,000.00
118	2633	Furnish and Install 3'X3' Precast Concrete Junction Box with Lid for Private Off-Site Storm Sewer Connection, Complete in Place	EA	16	\$3,500.00	\$56,000.00	\$3,000.00	\$48,000.00	\$5,000.00	\$80,000.00	\$3,833.33	\$61,333.33	\$ 5,000.00	\$80,000.00
Sub Total - Storm Sewer Items							\$15,274,555.00		\$17,423,930.00		\$17,195,625.00		\$16,631,370.00	\$18,938,931.70

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Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Removal Items														
119	2221	Remove and Dispose of Existing Manholes	EA	37	\$500.00	\$18,500.00	\$500.00	\$18,500.00	\$500.00	\$18,500.00	\$500.00	\$18,500.00	\$ 452.80	\$16,753.60
120	2221	Remove and Dispose of Existing Inlets	EA	86	\$400.00	\$34,400.00	\$500.00	\$43,000.00	\$500.00	\$43,000.00	\$466.67	\$40,133.33	\$ 270.40	\$23,254.40
121	2221S	Remove and Dispose of Existing Monolithic Curb and Gutter	LF	12473	\$3.00	\$37,419.00	\$4.00	\$49,892.00	\$10.00	\$124,730.00	\$5.67	\$70,680.33	\$ 1.60	\$19,956.80
122	2221	Remove and Dispose of Concrete Sidewalks and Driveways (all thicknesses)	SY	17821	\$4.00	\$71,284.00	\$4.00	\$71,284.00	\$10.00	\$178,210.00	\$6.00	\$106,926.00	\$ 3.80	\$67,719.80
123	2221	Remove and Dispose of Miscellaneous Wood and Demolition Debris (Decorative Rock)	CY	120	\$40.00	\$4,800.00	\$100.00	\$12,000.00	\$300.00	\$36,000.00	\$146.67	\$17,600.00	\$ 100.00	\$12,000.00
124	2221	Remove and Dispose of Reinforced Concrete Pavement, with or without Asphalt Overlay	SY	67170	\$5.00	\$335,850.00	\$4.00	\$268,680.00	\$10.00	\$671,700.00	\$6.33	\$425,410.00	\$ 10.00	\$671,700.00
125	2221	Remove and Dispose of Existing Miscellaneous Concrete and Masonry Structures	CY	100	\$20.00	\$2,000.00	\$250.00	\$25,000.00	\$300.00	\$30,000.00	\$190.00	\$19,000.00	\$ 24.80	\$2,480.00
126	2221	Remove and Dispose of Asphaltic Surfacing with or without Base	SY	5370	\$2.00	\$10,740.00	\$5.00	\$26,850.00	\$10.00	\$53,700.00	\$5.67	\$30,430.00	\$ 4.50	\$24,165.00
127	2221	Remove and Dispose of Storm Pipe and Culverts (15-inch RCP)	LF	713	\$12.00	\$8,556.00	\$10.00	\$7,130.00	\$15.00	\$10,695.00	\$12.33	\$8,793.67	\$ 11.00	\$7,843.00
128	2221	Remove and Dispose of Storm Pipe and Culverts (18-inch RCP)	LF	1295	\$15.00	\$19,425.00	\$10.00	\$12,950.00	\$15.00	\$19,425.00	\$13.33	\$17,266.67	\$ 11.00	\$14,245.00
129	2221	Remove and Dispose of Storm Pipe and Culverts (24-inch RCP)	LF	2015	\$19.00	\$38,285.00	\$10.00	\$20,150.00	\$15.00	\$30,225.00	\$14.67	\$29,553.33	\$ 11.00	\$22,165.00
130	2221	Remove and Dispose of Storm Pipe and Culverts (30-inch RCP)	LF	794	\$20.00	\$15,880.00	\$10.00	\$7,940.00	\$15.00	\$11,910.00	\$15.00	\$11,910.00	\$ 12.00	\$9,528.00
131	2221	Remove and Dispose of Storm Pipe and Culverts (36-inch RCP)	LF	2425	\$25.00	\$60,625.00	\$10.00	\$24,250.00	\$15.00	\$36,375.00	\$16.67	\$40,416.67	\$ 12.00	\$29,100.00
132	2221S	Remove Bollard, Including Foundation, Complete in Place	EA	48	\$200.00	\$9,600.00	\$300.00	\$14,400.00	\$250.00	\$12,000.00	\$250.00	\$12,000.00	\$ 175.00	\$8,400.00
133	2221S	Remove and Dispose of Existing Sign/Sign Assembly, Including Pole and Foundation, All Types, All Sizes	EA	158	\$250.00	\$39,500.00	\$200.00	\$31,600.00	\$750.00	\$118,500.00	\$400.00	\$63,200.00	\$ 115.00	\$18,170.00
134	2915	Remove Existing Tree (All Sizes)	EA	119	\$750.00	\$89,250.00	\$625.00	\$74,375.00	\$1,500.00	\$178,500.00	\$958.33	\$114,041.67	\$ 1,100.00	\$130,900.00
135	2221S	Remove and Relocate Existing Wood Fence to Right-of-Way Line, including gates	LF	50	\$75.00	\$3,750.00	\$40.00	\$2,000.00	\$52.06	\$2,603.00	\$55.69	\$2,784.33	\$ 55.00	\$2,750.00
136	2221S	Remove and Relocate Existing Iron Fence to Right-of-Way Line, including gates	LF	1410	\$75.00	\$105,750.00	\$80.00	\$112,800.00	\$30.45	\$42,934.50	\$61.82	\$87,161.50	\$ 110.00	\$155,100.00
137	2221S	Remove and Relocate Existing Chain Link Fence to Right-of-Way Line, including gates	LF	929	\$50.00	\$46,450.00	\$30.00	\$27,870.00	\$33.20	\$30,842.80	\$37.73	\$35,054.27	\$ 85.00	\$78,965.00
138	2221	Remove and Salvage Existing Pavers	CY	20	\$1,000.00	\$20,000.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$433.33	\$8,666.67	\$ 13.00	\$260.00
Sub Total - Removal Items						\$972,064.00		\$852,671.00		\$1,653,850.30		\$1,159,528.43		\$1,315,455.60
Paving Items														
139	2751	Furnish and Install 11-inch Reinforced Concrete Pavement	SY	45949	\$120.00	\$5,513,880.00	\$82.00	\$3,767,818.00	\$150.00	\$6,892,350.00	\$117.33	\$5,391,349.33	\$ 100.00	\$4,594,900.00
140	2751	Furnish and Install 11-inch Reinforced Concrete Pavement, High Early Strength	SY	9053	\$125.00	\$1,131,625.00	\$132.00	\$1,194,996.00	\$165.00	\$1,493,745.00	\$140.67	\$1,273,455.33	\$ 115.00	\$1,041,095.00
141	2751	Furnish and Install 10-inch Reinforced Concrete Pavement	SY	3230	\$160.00	\$516,800.00	\$80.00	\$258,400.00	\$125.00	\$403,750.00	\$121.67	\$392,983.33	\$ 90.00	\$290,700.00
142	2751	Furnish and Install 10-inch Reinforced Concrete Pavement, High Early Strength	SY	347	\$180.00	\$62,460.00	\$150.00	\$52,050.00	\$135.00	\$46,845.00	\$155.00	\$53,785.00	\$ 100.00	\$34,700.00
143	2771	Furnish and install concrete paving header	LF	1251	\$25.00	\$31,275.00	\$25.00	\$31,275.00	\$100.00	\$125,100.00	\$50.00	\$62,550.00	\$ 10.00	\$12,510.00

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Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
144	2336	Furnish and Install Lime Stabilized Subgrade, 8-inch, Complete in Place	SY	66174	\$10.00	\$661,740.00	\$10.00	\$661,740.00	\$15.00	\$992,610.00	\$11.67	\$772,030.00	\$ 7.00	\$463,218.00
145	2336	Furnish and Install Lime for Lime Stabilized Subgrade	TN	1747	\$350.00	\$611,450.00	\$340.00	\$593,980.00	\$450.00	\$786,150.00	\$380.00	\$663,860.00	\$ 210.00	\$366,870.00
146	2711	Furnish and Install Type A Hot Mix Asphaltic Base Course, 6-inch	TN	14	\$1,700.00	\$23,800.00	\$250.00	\$3,500.00	\$200.00	\$2,800.00	\$716.67	\$10,033.33	\$ 200.00	\$2,800.00
147	2741	Furnish and Install Type D Hot Mix Asphaltic Concrete Surfacing, 1-1/2-inch	SY	14	\$1,350.00	\$18,900.00	\$250.00	\$3,500.00	\$100.00	\$1,400.00	\$566.67	\$7,933.33	\$ 150.00	\$2,100.00
148	2751	Furnish and Install 9-Inch Concrete Sidewalk/9-Inch Concrete Subslab Beneath Paver Band, Excluding Pavers (METRO Bus Pad)	SY	920	\$160.00	\$147,200.00	\$160.00	\$147,200.00	\$175.00	\$161,000.00	\$165.00	\$151,800.00	\$ 125.00	\$115,000.00
149	2752	Furnish and Install Board Expansion Joint with Load Transfer Device	LF	786	\$15.00	\$11,790.00	\$7.00	\$5,502.00	\$15.00	\$11,790.00	\$12.33	\$9,694.00	\$ 35.00	\$27,510.00
150	2752	Furnish and Install Horizontal Dowels, 18-inch	EA	524	\$25.00	\$13,100.00	\$3.00	\$1,572.00	\$25.00	\$13,100.00	\$17.67	\$9,257.33	\$ 25.00	\$13,100.00
151	2754	Furnish and Install 7-Inch Concrete Driveway, Including Concrete Headers	SF	58161	\$26.00	\$1,512,186.00	\$9.00	\$523,449.00	\$15.00	\$872,415.00	\$16.67	\$969,350.00	\$ 9.00	\$523,449.00
152	2754	Furnish and Install 7-inch Colored Concrete Bike Path/7-inch Colored Concrete Subslab Beneath Bike Path Paver Band, at Driveways, Excluding Pavers	SF	17417	\$16.00	\$278,672.00	\$11.00	\$191,587.00	\$25.00	\$435,425.00	\$17.33	\$301,894.67	\$ 10.00	\$174,170.00
153	2775	Furnish and Install 4 1/2-Inch Concrete Sidewalk/4 1/2-inch Concrete Subslab Beneath Paver Band, Excluding Pavers, Including Concrete Headers	SF	171068	\$12.00	\$2,052,816.00	\$9.00	\$1,539,612.00	\$20.00	\$3,421,360.00	\$13.67	\$2,337,929.33	\$ 7.00	\$1,197,476.00
154	2775	Furnish and Install 4 1/2-Inch Colored Concrete Bike Path/4 1/2-inch Colored Concrete Subslab Beneath Bike Path Paver Band, at Sidewalks, Excluding Pavers	SF	101288	\$14.00	\$1,418,032.00	\$10.00	\$1,012,880.00	\$21.00	\$2,127,048.00	\$15.00	\$1,519,320.00	\$ 8.00	\$810,304.00
155	2775	Furnish and Install Wheel Chair Ramp, Including Subslab Beneath Truncated Dome Pavers, Including Landings at Bottom of Ramps, Excluding Pavers	SF	17288	\$18.00	\$311,184.00	\$12.00	\$207,456.00	\$35.00	\$605,080.00	\$21.67	\$374,573.33	\$ 22.00	\$380,336.00
156	2775S	Furnish and Install Truncated Dome Pavers, Excluding Concrete Subslab	SF	2320	\$45.00	\$104,400.00	\$20.00	\$46,400.00	\$20.00	\$46,400.00	\$28.33	\$65,733.33	\$ 24.00	\$55,680.00
157	2771	Furnish and Install 6-Inch Dowelled on Concrete Curb (All Heights)	LF	7889	\$4.00	\$31,556.00	\$5.00	\$39,445.00	\$15.00	\$118,335.00	\$8.00	\$63,112.00	\$ 5.00	\$39,445.00
158	2771	Furnish and Install 12-Inch Dowelled on Concrete Curb (All Heights)	LF	14899	\$6.00	\$89,394.00	\$8.00	\$119,192.00	\$9.00	\$134,091.00	\$7.67	\$114,225.67	\$ 7.50	\$111,742.50
159	2771	Furnish and Install 6-Inch Monolithic Concrete Curb and Gutter (All Heights)	LF	100	\$16.00	\$1,600.00	\$75.00	\$7,500.00	\$25.00	\$2,500.00	\$38.67	\$3,866.67	\$ 20.00	\$2,000.00
160	2771	Furnish and Install Dowelled on Mountable (Laydown) Concrete Curb	SF	12324	\$8.00	\$98,592.00	\$6.00	\$73,944.00	\$25.00	\$308,100.00	\$13.00	\$160,212.00	\$ 13.50	\$166,374.00
161	2771S	Furnish and Install Retaining Wall/Curbing on Sidewalk at ROW (All Heights), Complete in Place	LF	1859	\$60.00	\$111,540.00	\$60.00	\$111,540.00	\$100.00	\$185,900.00	\$73.33	\$136,326.67	\$ 120.00	\$223,080.00
162	2771	Furnish and Install 6-inch Dowelled on Concrete Slotted Curb (All Heights), Complete in Place	LF	873	\$13.00	\$11,349.00	\$10.00	\$8,730.00	\$10.00	\$8,730.00	\$11.00	\$9,603.00	\$ 20.00	\$17,460.00
163	5500	Furnish and Install 6-inch Stainless Steel Surface Mounted Protective Barrier Bollards, Complete in Place	EA	34	\$950.00	\$32,300.00	\$1,500.00	\$51,000.00	\$3,000.00	\$102,000.00	\$1,816.67	\$61,766.67	\$ 2,000.00	\$68,000.00
164	2741	Temporary Asphalt Pavement to maintain sidewalk accessibility (2" Base Course W/ 2" Surface)	SY	500	\$30.00	\$15,000.00	\$60.00	\$30,000.00	\$75.00	\$37,500.00	\$55.00	\$27,500.00	\$ 60.00	\$30,000.00

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					Harper Brothers Construction, LLC 333 N. Sam Houston Pkwy E, Ste 650 Houston, TX 77060		MC2 Civil, LLC 14115 Luthe Rd, Ste 100 Houston, TX 77039		Total Contracting Limited 11203 Bedford St Houston, TX 77031					
Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
165	2741	Temporary Asphalt Pavement to maintain sidewalk accessibility (2" Base Course W/ 2" Surface) with temporary 6-foot Chain Link Fence along MKT Trail. Includes installation and removal of pavement and fencing.	SY	560	\$40.00	\$22,400.00	\$60.00	\$33,600.00	\$85.00	\$47,600.00	\$61.67	\$34,533.33	\$ 200.00	\$112,000.00
166	2741	Temporary Asphalt Pavement for Temporary Driveway Access (4" Base with 2" Surface)	SY	4400	\$40.00	\$176,000.00	\$60.00	\$264,000.00	\$55.00	\$242,000.00	\$51.67	\$227,333.33	\$ 65.00	\$286,000.00
Sub Total - Paving Items						\$15,011,041.00		\$10,981,868.00		\$19,625,124.00		\$15,206,011.00		\$11,162,019.50
Pavement Marking & Signage Items														
167	1554	Installation or Replacement of Permanent Sign Assemblies (Sign(s), Plaque(s), Pole(s), Anchors, Foundation, and Hardware)	EA	252	\$425.44	\$107,210.88	\$250.00	\$63,000.00	\$150.00	\$37,800.00	\$275.15	\$69,336.96	\$ 500.00	\$126,000.00
168	1554S	Relocate Existing Sign Assemblies (Sign(s), Plaque(s), Pole(s), Anchors, Foundation, and Hardware)	EA	10	\$463.14	\$4,631.40	\$250.00	\$2,500.00	\$50.00	\$500.00	\$254.38	\$2,543.80	\$ 150.00	\$1,500.00
169	2764	Furnish and Install Raised Reflective Pavement Marker, Double-Sided (White or Yellow)	EA	887	\$6.00	\$5,322.00	\$6.00	\$5,322.00	\$4.00	\$3,548.00	\$5.33	\$4,730.67	\$ 6.00	\$5,322.00
170	2767	Furnish and Install Green Colored Pavement Marking	SF	3100	\$18.49	\$57,319.00	\$8.00	\$24,800.00	\$4.00	\$12,400.00	\$10.16	\$31,506.33	\$ 12.00	\$37,200.00
171	2767	Furnish and Install Thermoplastic Pavement Marking for Words and Symbols	EA	16	\$501.08	\$8,017.28	\$200.00	\$3,200.00	\$4.00	\$64.00	\$235.03	\$3,760.43	\$ 150.00	\$2,400.00
172	2767	Furnish and Install Thermoplastic Pavement Marking, Elongated Word "ONLY"	EA	2	\$295.00	\$590.00	\$200.00	\$400.00	\$4.00	\$8.00	\$166.33	\$332.67	\$ 150.00	\$300.00
173	2767	Furnish and Install Thermoplastic Pavement Marking, Turning Arrows	EA	22	\$275.00	\$6,050.00	\$200.00	\$4,400.00	\$4.00	\$88.00	\$159.67	\$3,512.67	\$ 150.00	\$3,300.00
174	2767	Furnish and Install Thermoplastic Pavement Marking (4-inch Wide) Broken White	LF	7195	\$0.85	\$6,115.75	\$1.00	\$7,195.00	\$4.00	\$28,780.00	\$1.95	\$14,030.25	\$ 0.75	\$5,396.25
175	2767	Furnish and Install Thermoplastic Pavement Marking (4-inch Wide) Solid White	LF	1879	\$1.00	\$1,879.00	\$2.00	\$3,758.00	\$4.00	\$7,516.00	\$2.33	\$4,384.33	\$ 0.75	\$1,409.25
176	2767	Furnish and Install Thermoplastic Pavement Marking (4-inch Wide) Solid Yellow	LF	100	\$1.00	\$100.00	\$2.00	\$200.00	\$4.00	\$400.00	\$2.33	\$233.33	\$ 0.75	\$75.00
177	2767	Furnish and Install Thermoplastic Pavement Marking (4-inch Wide) Double Solid Yellow	LF	3087	\$1.70	\$5,247.90	\$3.00	\$9,261.00	\$4.00	\$12,348.00	\$2.90	\$8,952.30	\$ 0.75	\$2,315.25
178	2767	Furnish and Install Thermoplastic Pavement Marking (4-inch Wide) Broken Yellow	LF	840	\$1.50	\$1,260.00	\$2.00	\$1,680.00	\$4.00	\$3,360.00	\$2.50	\$2,100.00	\$ 0.75	\$630.00
179	2767	Furnish and Install Thermoplastic Pavement Marking (6-inch Wide) Solid White	LF	4335	\$1.28	\$5,548.80	\$3.00	\$13,005.00	\$6.00	\$26,010.00	\$3.43	\$14,854.60	\$ 0.85	\$3,684.75
180	2767	Furnish and Install Thermoplastic Pavement Marking (12-inch Wide) White or Yellow	LF	3489	\$4.00	\$13,956.00	\$4.00	\$13,956.00	\$8.00	\$27,912.00	\$5.33	\$18,608.00	\$ 2.80	\$9,769.20
181	2767	Furnish and Install Pavement Marking (24-inch Wide) White	LF	2525	\$8.00	\$20,200.00	\$6.00	\$15,150.00	\$12.00	\$30,300.00	\$8.67	\$21,883.33	\$ 11.00	\$27,775.00
182	2890	Furnish and Install Rectangular Flashing Beacon Assembly, Complete in Place	EA	12	\$6,120.00	\$73,440.00	\$750.00	\$9,000.00	\$7,038.00	\$84,456.00	\$4,636.00	\$55,632.00	\$ 10,000.00	\$120,000.00
183	2771S	Furnish and Install 14-inch Precast Concrete Curb for Bike Lanes, Complete in Place	LF	1627	\$26.83	\$43,652.41	\$30.00	\$48,810.00	\$15.00	\$24,405.00	\$23.94	\$38,955.80	\$ 50.00	\$81,350.00
Sub Total - Pavement Marking & Signage Items						\$360,540.42		\$225,637.00		\$299,895.00		\$295,357.47		\$428,426.70

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Traffic Signal Items														
184	1555S	Temporary Traffic Signals, Including All Equipment, Hardware, Wires, and Maintenance, All Types, All Locations, Complete in Place	LS	6	\$47,900.00	\$287,400.00	\$50,000.00	\$300,000.00	\$55,085.00	\$330,510.00	\$50,995.00	\$305,970.00	\$ 75,000.00	\$450,000.00
185	2221	Remove and Dispose of Miscellaneous Concrete and Masonry (Controller Foundation), Complete in Place	CY	10	\$280.00	\$2,800.00	\$280.00	\$2,800.00	\$322.00	\$3,220.00	\$294.00	\$2,940.00	\$ 200.00	\$2,000.00
186	2221	Remove Traffic Signal Pole Foundation to 12" Below Grade, Complete in Place	LF	234	\$145.00	\$33,930.00	\$150.00	\$35,100.00	\$166.75	\$39,019.50	\$153.92	\$36,016.50	\$ 100.00	\$23,400.00
187	2582	Furnish and Install 25-ft Powder Coated Mast Arm Pole Assembly with Foundation, Complete in Place	EA	2	\$18,800.00	\$37,600.00	\$19,000.00	\$38,000.00	\$21,620.00	\$43,240.00	\$19,806.67	\$39,613.33	\$ 18,000.00	\$36,000.00
188	2582	Furnish and Install 35-ft Powder Coated Mast Arm Pole Assembly with Foundation, Complete in Place	EA	2	\$19,400.00	\$38,800.00	\$19,000.00	\$38,000.00	\$22,310.00	\$44,620.00	\$20,236.67	\$40,473.33	\$ 20,000.00	\$40,000.00
189	2582	Furnish and Install 40-ft Powder Coated Mast Arm Pole Assembly with Foundation, Complete in Place	EA	4	\$21,200.00	\$84,800.00	\$21,000.00	\$84,000.00	\$24,380.00	\$97,520.00	\$22,193.33	\$88,773.33	\$ 22,000.00	\$88,000.00
190	2582	Furnish and Install 45-ft Powder Coated Mast Arm Pole Assembly with Foundation, Complete in Place	EA	2	\$22,700.00	\$45,400.00	\$22,000.00	\$44,000.00	\$26,105.00	\$52,210.00	\$23,601.67	\$47,203.33	\$ 25,000.00	\$50,000.00
191	2582	Furnish and Install 50-ft Powder Coated Mast Arm Pole Assembly with Foundation, Complete in Place	EA	3	\$23,800.00	\$71,400.00	\$24,000.00	\$72,000.00	\$27,370.00	\$82,110.00	\$25,056.67	\$75,170.00	\$ 28,000.00	\$84,000.00
192	2590	Furnish and install Traffic Signal Pole Luminaire (106 watt led), complete in place	EA	12	\$725.00	\$8,700.00	\$750.00	\$9,000.00	\$833.75	\$10,005.00	\$769.58	\$9,235.00	\$ 1,000.00	\$12,000.00
193	2893	Furnish and Install Overhead Street Name Signs, Complete in Place	EA	12	\$600.00	\$7,200.00	\$600.00	\$7,200.00	\$690.00	\$8,280.00	\$630.00	\$7,560.00	\$ 650.00	\$7,800.00
194	2893	Furnish and Install Sign “Left Turn Yield on Flashing Yellow Arrow”, R10-17T (36”x42”), Complete in Place	EA	4	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$345.00	\$1,380.00	\$315.00	\$1,260.00	\$ 500.00	\$2,000.00
195	2893	Furnish and Install Sign “One Way”, R6-2 (30”x36”), Complete in Place	EA	8	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$230.00	\$1,840.00	\$210.00	\$1,680.00	\$ 400.00	\$3,200.00
196	2893	Furnish and Install Sign “Left Turn Yield On Green”, R10-12 (30”x36”), Complete in Place	EA	2	\$300.00	\$600.00	\$300.00	\$600.00	\$345.00	\$690.00	\$315.00	\$630.00	\$ 400.00	\$800.00
197	2893	Furnish and Install Sign “Bike Signal”, R10-10b (18”x24”), Complete in Place	EA	4	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$287.50	\$1,150.00	\$262.50	\$1,050.00	\$ 400.00	\$1,600.00
198	2893	Furnish and Install Sign “Turning Vehicles”, R10-15L (30”x30”), Complete in Place	EA	2	\$300.00	\$600.00	\$300.00	\$600.00	\$345.00	\$690.00	\$315.00	\$630.00	\$ 400.00	\$800.00
199	2893	Furnish and Install Sign “Turning Vehicles”, R10-15R (30”x30”), Complete in Place	EA	2	\$300.00	\$600.00	\$300.00	\$600.00	\$345.00	\$690.00	\$315.00	\$630.00	\$ 400.00	\$800.00
200	2893	Furnish and Install Sign “To Request Green Wait On Symbol”, R10-22 (12”x18”), Complete in Place	EA	4	\$92.00	\$368.00	\$95.00	\$380.00	\$105.80	\$423.20	\$97.60	\$390.40	\$ 400.00	\$1,600.00
201	2893	Furnish and Install Sign “Use Ped Signal”, R9-5 (12”x18”), Complete in Place	EA	6	\$92.00	\$552.00	\$95.00	\$570.00	\$105.80	\$634.80	\$97.60	\$585.60	\$ 400.00	\$2,400.00
202	2582	Furnish and Install 15' Pedestal Pole Assembly with Screw-in Anchor Foundation, Complete in Place	EA	23	\$4,800.00	\$110,400.00	\$4,800.00	\$110,400.00	\$5,520.00	\$126,960.00	\$5,040.00	\$115,920.00	\$ 3,400.00	\$78,200.00
203	2582	Furnish and Install 20' Pedestal Pole Assembly with Screw-in Anchor Foundation, Complete in Place	EA	4	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$5,750.00	\$23,000.00	\$5,250.00	\$21,000.00	\$ 3,800.00	\$15,200.00
204	2893	Remove and Salvage Existing Traffic Signal Equipment, Complete in Place	EA	5	\$3,100.00	\$15,500.00	\$3,100.00	\$15,500.00	\$3,565.00	\$17,825.00	\$3,255.00	\$16,275.00	\$ 4,000.00	\$20,000.00
205	2893S	Furnish and Install Controller Cabinet Foundation with Apron, Polymer Base, and Foundation, Complete in Place	EA	5	\$2,800.00	\$14,000.00	\$2,800.00	\$14,000.00	\$3,220.00	\$16,100.00	\$2,940.00	\$14,700.00	\$ 3,000.00	\$15,000.00

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Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
206	2893	Furnish and Install Electrical Service Pedestal Assembly with Foundation (Square D” Breakers Included), Complete in Place	EA	5	\$7,700.00	\$38,500.00	\$8,000.00	\$40,000.00	\$8,855.00	\$44,275.00	\$8,185.00	\$40,925.00	\$ 6,000.00	\$30,000.00
207	16710	Furnish and Install Type “A” Pull Box with Apron, Gravel and Ground Rod, Complete in Place	EA	31	\$1,000.00	\$31,000.00	\$1,000.00	\$31,000.00	\$1,150.00	\$35,650.00	\$1,050.00	\$32,550.00	\$ 1,100.00	\$34,100.00
208	16710	Furnish and Install Type “B” Pull Box with Apron, Gravel and Ground Rod, Complete in Place	EA	18	\$1,250.00	\$22,500.00	\$1,300.00	\$23,400.00	\$1,437.50	\$25,875.00	\$1,329.17	\$23,925.00	\$ 1,300.00	\$23,400.00
209	16710	Furnish and Install Type “C” Pull Box with Apron, Gravel and Ground Rod, Complete in Place	EA	5	\$2,100.00	\$10,500.00	\$2,100.00	\$10,500.00	\$2,415.00	\$12,075.00	\$2,205.00	\$11,025.00	\$ 2,500.00	\$12,500.00
210	16711	Furnish and Install Conduit, 1-inch SCH 80 PVC Trench (Include bond wire and pull tape), Complete in Place	LF	405	\$25.00	\$10,125.00	\$25.00	\$10,125.00	\$28.75	\$11,643.75	\$26.25	\$10,631.25	\$ 20.00	\$8,100.00
211	16711	Furnish and Install Conduit, 2-inch SCH 80 PVC Trench (Include bond wire and pull tape), Complete in Place	LF	4390	\$12.50	\$54,875.00	\$13.00	\$57,070.00	\$14.38	\$63,128.20	\$13.29	\$58,357.73	\$ 18.00	\$79,020.00
212	16711	Furnish and Install Conduit, 3-inch SCH 80 PVC Trench (Include bond wire and pull tape), Complete in Place	LF	540	\$30.00	\$16,200.00	\$30.00	\$16,200.00	\$34.50	\$18,630.00	\$31.50	\$17,010.00	\$ 30.00	\$16,200.00
213	16711	Furnish and Install Conduit, 3-inch SCH 80 PVC Bore (Include bond wire and pull tape), Complete in Place	LF	1505	\$30.00	\$45,150.00	\$30.00	\$45,150.00	\$34.50	\$51,922.50	\$31.50	\$47,407.50	\$ 33.00	\$49,665.00
214	16711	Furnish and Install Conduit, 4-inch SCH 80 PVC Trench (Include bond wire and pull tape), Complete in Place	LF	195	\$35.00	\$6,825.00	\$35.00	\$6,825.00	\$40.25	\$7,848.75	\$36.75	\$7,166.25	\$ 35.00	\$6,825.00
215	16711	Furnish and Install Conduit, 4-inch SCH 80 PVC Bore (Include bond wire and pull tape), Complete in Place	LF	910	\$35.00	\$31,850.00	\$35.00	\$31,850.00	\$40.25	\$36,627.50	\$36.75	\$33,442.50	\$ 40.00	\$36,400.00
216	16713	Furnish and Install Vehicle Loop Detector, 6' X 6' (Preformed) With Lead In, Complete in Place	EA	75	\$1,150.00	\$86,250.00	\$1,150.00	\$86,250.00	\$1,322.50	\$99,187.50	\$1,207.50	\$90,562.50	\$ 800.00	\$60,000.00
217	16715	Furnish and Install 3-Section Vehicle Signal Head Assembly (RYG) (Horizontal) (H3), Complete in Place	EA	30	\$1,000.00	\$30,000.00	\$1,000.00	\$30,000.00	\$1,150.00	\$34,500.00	\$1,050.00	\$31,500.00	\$ 1,000.00	\$30,000.00
218	16715	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Horizontal) (H4LF), Complete in Place	EA	2	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$1,380.00	\$2,760.00	\$1,260.00	\$2,520.00	\$ 1,200.00	\$2,400.00
219	16715	Furnish and Install 4-Section Vehicle Signal Head Assembly (<R<Y<FY<G) (Vertical) (V4LF), Complete in Place	EA	2	\$1,125.00	\$2,250.00	\$1,125.00	\$2,250.00	\$1,293.75	\$2,587.50	\$1,181.25	\$2,362.50	\$ 1,200.00	\$2,400.00
220	16715	Furnish and Install 3-Section Bicyclist Signal Head Assembly (Bike,R,Y,G)(Vertical)(B3), Complete in Place	EA	4	\$900.00	\$3,600.00	\$900.00	\$3,600.00	\$1,035.00	\$4,140.00	\$945.00	\$3,780.00	\$ 1,000.00	\$4,000.00
221	16716	Furnish and Install LED Pedestrian Signal Head Assembly (Symbolic)(Countdown), Complete in Place	EA	33	\$750.00	\$24,750.00	\$750.00	\$24,750.00	\$862.50	\$28,462.50	\$787.50	\$25,987.50	\$ 1,000.00	\$33,000.00
222	16720	Furnish and Install Traffic Signal Cables, 2/C-#14 (Shield) (DLC+50), Complete in Place	LF	19395	\$2.30	\$44,608.50	\$2.50	\$48,487.50	\$2.65	\$51,396.75	\$2.48	\$48,164.25	\$ 1.91	\$37,044.45
223	16720	Furnish and Install Traffic Signal Cables, 3/C-#14 AWG Solid (Shield), Complete in Place	LF	5120	\$1.80	\$9,216.00	\$2.00	\$10,240.00	\$2.07	\$10,598.40	\$1.96	\$10,018.13	\$ 2.37	\$12,134.40
224	16720	Furnish and Install Pre-Empt Sensor Opticom Cables, 3/C-#20 (Shield) (3M Model 138), Complete in Place	LF	2680	\$1.60	\$4,288.00	\$1.60	\$4,288.00	\$1.84	\$4,931.20	\$1.68	\$4,502.40	\$ 2.60	\$6,968.00
225	16720	Furnish and Install Traffic Signal Cables, 5/C-#14 AWG Solid (Shield), Complete in Place	LF	5290	\$2.10	\$11,109.00	\$2.20	\$11,638.00	\$2.42	\$12,801.80	\$2.24	\$11,849.60	\$ 2.50	\$13,225.00
226	16720	Furnish and Install Traffic Signal Cables, 7/C-#14 AWG Solid (Shield), Complete in Place	LF	9140	\$3.00	\$27,420.00	\$3.00	\$27,420.00	\$3.45	\$31,533.00	\$3.15	\$28,791.00	\$ 3.00	\$27,420.00
227	16720	Furnish and Install #8 AWG Solid, Bare Bond, Solid Copper Bare Wire, Complete in Place	LF	6595	\$2.00	\$13,190.00	\$2.00	\$13,190.00	\$2.30	\$15,168.50	\$2.10	\$13,849.50	\$ 2.00	\$13,190.00

Shepherd-Durham Infrastructure Improvements															
15th to IH-10 WBFR															
City of Houston WBS No. N-100041-0001-4															
TxDOT CSJ 0912-72-616															
Bidders: 3															
Item	Id	Description	Unit	Total Approx. Quantity	Bidder No. 1		Bidder No. 2		Bidder No. 3		Average of All Bidders		Final Engineer's Estimate		
					Harper Brothers Construction, LLC 333 N. Sam Houston Pkwy E, Ste 650 Houston, TX 77060		MC2 Civil, LLC 14115 Luthe Rd, Ste 100 Houston, TX 77039		Total Contracting Limited 11203 Bedford St Houston, TX 77031						
Base Bid															
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
228	16720	Furnish and Install #8 AWG Solid, Bare Ground, Complete in Place	LF	115	\$2.00	\$230.00	\$2.00	\$230.00	\$2.30	\$264.50	\$2.10	\$241.50	\$2.00	\$230.00	
229	16720	Furnish and Install #10 AWG XHHW, Luminaire Wire, Complete in Place	LF	6420	\$1.00	\$6,420.00	\$1.00	\$6,420.00	\$1.15	\$7,383.00	\$1.05	\$6,741.00	\$2.00	\$12,840.00	
230	16720	Furnish and Install #10 AWG XHHW, Photo cell wire, Complete in Place	LF	450	\$1.00	\$450.00	\$1.00	\$450.00	\$1.15	\$517.50	\$1.05	\$472.50	\$2.00	\$900.00	
231	16720	Furnish and Install #12 AWG XHHW, Bare Luminaire Ground Wire, Complete in Place	LF	2730	\$0.80	\$2,184.00	\$1.00	\$2,730.00	\$0.92	\$2,511.60	\$0.91	\$2,475.20	\$2.00	\$5,460.00	
232	16720	Furnish and Install #4 AWG XHHW, Thin Service Wire (SP1 AND SP2), Complete in Place	LF	1945	\$3.00	\$5,835.00	\$3.00	\$5,835.00	\$3.45	\$6,710.25	\$3.15	\$6,126.75	\$4.00	\$7,780.00	
233	16740	Funish and Install Fiber Optic Cables, 12 Fiber, Complete in Place	LF	805	\$8.00	\$6,440.00	\$10.00	\$8,050.00	\$9.20	\$7,406.00	\$9.07	\$7,298.67	\$20.00	\$16,100.00	
234	16724	Furnish and Install Emergency Vehicle Preemption System, Complete in Place	EA	4	\$8,000.00	\$32,000.00	\$8,000.00	\$32,000.00	\$9,200.00	\$36,800.00	\$8,400.00	\$33,600.00	\$14,000.00	\$56,000.00	
235	16727	Furnish and Install Loop Detector Sawcut & Loop Detector Wire, #14 AWG)(I.M.S.A. 51-5-1985)(RLW+ LOOPS), Complete in Place	LF	5280	\$11.00	\$58,080.00	\$11.00	\$58,080.00	\$12.65	\$66,792.00	\$11.55	\$60,984.00	\$13.23	\$69,854.40	
236	16730	Furnish and Install ITS Controller Cabinet Assembly (Mode 346 ITS)(Type 2070LX) With Foundation and Apron, Complete in Place	EA	1	\$22,700.00	\$22,700.00	\$22,700.00	\$22,700.00	\$26,105.00	\$26,105.00	\$23,835.00	\$23,835.00	\$30,000.00	\$30,000.00	
237	16730	Furnish and Install ITS Controller Cabinet Assembly (Mode 340 ITS)(Type 2070LX) With Foundation and Apron, Complete in Place	EA	4	\$32,620.00	\$130,480.00	\$33,000.00	\$132,000.00	\$37,513.00	\$150,052.00	\$34,377.67	\$137,510.67	\$35,000.00	\$140,000.00	
238	16732	Furnish, Install, and Program Uninterruptible Power Supply, Complete in Place	EA	5	\$10,200.00	\$51,000.00	\$10,000.00	\$50,000.00	\$11,730.00	\$58,650.00	\$10,643.33	\$53,216.67	\$8,800.00	\$44,000.00	
239	16733	Furnish and Install Field Hardened Ethernet Switch (Six Copper Ports and Two Fiber Optic Ports), Complete in Place	EA	4	\$2,700.00	\$10,800.00	\$2,700.00	\$10,800.00	\$3,105.00	\$12,420.00	\$2,835.00	\$11,340.00	\$2,500.00	\$10,000.00	
240	16739	Furnish and Install Cellular Modem, Bluetooth Reader, and Antenna , Complete in Place	EA	4	\$4,800.00	\$19,200.00	\$4,800.00	\$19,200.00	\$5,520.00	\$22,080.00	\$5,040.00	\$20,160.00	\$7,000.00	\$28,000.00	
241	16716S	Furnish and Install Accessible Pedestrian Push Button Station (Left or Right), Complete in Place	EA	33	\$1,100.00	\$36,300.00	\$1,100.00	\$36,300.00	\$1,265.00	\$41,745.00	\$1,155.00	\$38,115.00	\$1,500.00	\$49,500.00	
242	16785	Furnish and Install GPS Serial Communication Module, Complete in Place	EA	4	\$700.00	\$2,800.00	\$700.00	\$2,800.00	\$805.00	\$3,220.00	\$735.00	\$2,940.00	\$700.00	\$2,800.00	
243	16740	Remove and Relocate Transtar Fiber on CenterPoint Poles, including removal, drops, pole attachments, lashing, splices, etc., Complete in Place	LF	15000	\$10.00	\$150,000.00	\$10.00	\$150,000.00	\$11.50	\$172,500.00	\$10.50	\$157,500.00	\$10.00	\$150,000.00	
244	2590S	Furnish and Install UbiHub AI Camera (WiFi Access Point with Edge AI & Smart Streetlight Controller), Including all wiring and appertenances, Complete in Place	EA	4	\$7,800.00	\$31,200.00	\$7,800.00	\$31,200.00	\$8,970.00	\$35,880.00	\$8,190.00	\$32,760.00	\$10,000.00	\$40,000.00	
Sub Total - Traffic Signal Items						\$1,877,175.50		\$1,901,978.50		\$2,158,897.20		\$1,979,350.40		\$2,136,256.25	
Landscaping and Urban Design Items															
245	2780	Furnish and Install 1-Foot Paver Band for Sidewalk/METRO Bus Pad Bike Path, Excluding Concrete Subslab, Complete in Place	SF	17378	\$19.00	\$330,182.00	\$25.00	\$434,450.00	\$21.85	\$379,709.30	\$21.95	\$381,447.10	\$27.70	\$481,370.60	

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Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
246	2780	Furnish and Install 1-Foot Paver Band for Driveway Bike Path, Excluding Concrete Subslab, Complete in Place	SF	2725	\$19.00	\$51,775.00	\$25.00	\$68,125.00	\$21.85	\$59,541.25	\$21.95	\$59,813.75	\$ 22.50	\$61,312.50
247	2780	Furnish and Install Treo Pavers, Excluding Concrete Subslab, Complete in Place	SF	45738	\$19.00	\$869,022.00	\$25.00	\$1,143,450.00	\$21.85	\$999,375.30	\$21.95	\$1,003,949.10	\$ 23.30	\$1,065,695.40
248	2780	Furnish and Install Transition Pavers at Bike Lane, Excluding Concrete Subslab, Complete in Place	SF	2750	\$19.00	\$52,250.00	\$25.00	\$68,750.00	\$21.85	\$60,087.50	\$21.95	\$60,362.50	\$ 20.80	\$57,200.00
249	2780	Furnish and Install Cobble, Excluding Concrete Subslab, Complete in Place	SF	7229	\$20.00	\$144,580.00	\$55.00	\$397,595.00	\$25.00	\$180,725.00	\$33.33	\$240,966.67	\$ 17.00	\$122,893.00
250	2780	Furnish and Install Blackstar Gravel, Complete in Place	SF	32441	\$3.50	\$113,543.50	\$12.00	\$389,292.00	\$9.60	\$311,433.60	\$8.37	\$271,423.03	\$ 9.20	\$298,457.20
251	5500	Furnish and Install Tree Basin 3/8-inch Steel Edging, Complete in Place	LF	16873.20	\$100.00	\$1,687,320.00	\$120.00	\$2,024,784.00	\$150.00	\$2,530,980.00	\$123.33	\$2,081,028.00	\$ 86.50	\$1,459,531.80
252	5500	Furnish and Install Steel Planter Ledge, Complete in Place	LF	2080	\$100.00	\$208,000.00	\$125.00	\$260,000.00	\$150.00	\$312,000.00	\$125.00	\$260,000.00	\$ 55.76	\$115,988.40
253	5500	Furnish and Install Stainless Steel S&B Bikeway Inlay, Complete in Place	EA	27.9	\$780.00	\$21,762.00	\$1,500.00	\$41,850.00	\$5,000.00	\$139,500.00	\$2,426.67	\$67,704.00	\$ 1,723.70	\$48,091.23
254	2950	Furnish and Install Trees (100-gallon, 4-inch caliper), Complete in Place	EA	537	\$1,000.00	\$537,000.00	\$1,275.00	\$684,675.00	\$1,437.50	\$771,937.50	\$1,237.50	\$664,537.50	\$ 1,980.00	\$1,063,260.00
255	2950	Furnish and Install Planting Bed Mix, Complete in Place	CY	20600	\$100.00	\$2,060,000.00	\$75.00	\$1,545,000.00	\$86.25	\$1,776,750.00	\$87.08	\$1,793,916.67	\$ 82.50	\$1,699,500.00
256	2950	Furnish and Install Silva Cell or Equal, Including Soil and Excavation, Complete in Place	EA	6960	\$210.00	\$1,461,600.00	\$250.00	\$1,740,000.00	\$400.00	\$2,784,000.00	\$286.67	\$1,995,200.00	\$ 350.00	\$2,436,000.00
257	2950	Furnish and Install Structural Soil, Complete in Place	CY	14829.63	\$210.00	\$3,114,222.30	\$160.00	\$2,372,740.80	\$50.00	\$741,481.50	\$140.00	\$2,076,148.15	\$ 140.70	\$2,086,528.89
258	2950	Furnish and Install Drainage Gravel Base Course for Silva Cell or Equal, Complete in Place	CY	3600	\$110.00	\$396,000.00	\$150.00	\$540,000.00	\$65.00	\$234,000.00	\$108.33	\$390,000.00	\$ 110.80	\$398,880.00
259	2950	Furnish and Install 4-inch Perforated PVC at bottom of Planter Basin or within Silva Cell or Equal Void Space, Complete in Place	LF	33608.7	\$10.00	\$336,087.00	\$40.00	\$1,344,348.00	\$9.00	\$302,478.30	\$19.67	\$660,971.10	\$ 8.70	\$292,395.69
260	2950	Furnish and Install 4-inch PVC Inlet within Planter Basin, Complete in Place	EA	115.2	\$55.00	\$6,336.00	\$500.00	\$57,600.00	\$150.00	\$17,280.00	\$235.00	\$27,072.00	\$ 185.40	\$21,358.08
261	2950	Furnish and Install PVC Connection (4-inch or 6-inch), Complete in Place	LF	2313	\$10.00	\$23,130.00	\$40.00	\$92,520.00	\$20.00	\$46,260.00	\$23.33	\$53,970.00	\$ 13.90	\$32,150.70
262	2970	Truck Watering	YR	2	\$160,000.00	\$320,000.00	\$80,000.00	\$160,000.00	\$135,700.00	\$271,400.00	\$125,233.33	\$250,466.67	\$ 25,000.00	\$50,000.00
263	2922	Furnish and Install Solid Sod, Complete in Place	SY	6126.44	\$5.50	\$33,695.42	\$6.00	\$36,758.64	\$5.17	\$31,673.69	\$5.56	\$34,042.61	\$ 5.00	\$30,632.22
264	2950	Furnish and Install Cherokee Sedge (1-Gallon, 1-foot height, 12-inch spread), Complete in Place	EA	805	\$9.00	\$7,245.00	\$20.00	\$16,100.00	\$16.10	\$12,960.50	\$15.03	\$12,101.83	\$ 50.00	\$40,250.00
265	2950	Furnish and Install Gulf Coast Muhly (1-Gallon, 3-foot height, 36-inch spread), Complete in Place	EA	450	\$20.00	\$9,000.00	\$20.00	\$9,000.00	\$16.10	\$7,245.00	\$18.70	\$8,415.00	\$ 50.00	\$22,500.00
266	2950	Furnish and Install Black-Eyed Susan (1-Gallon, 18-inch height, 18-inch spread), Complete in Place	EA	485	\$20.00	\$9,700.00	\$20.00	\$9,700.00	\$18.40	\$8,924.00	\$19.47	\$9,441.33	\$ 50.00	\$24,250.00
267	2950	Furnish and Install Sandy Leaf Fig Ivy (1-Gallon, 1-foot height, 12-inch spread), Complete in Place	EA	1555	\$9.00	\$13,995.00	\$20.00	\$31,100.00	\$14.95	\$23,247.25	\$14.65	\$22,780.75	\$ 50.00	\$77,750.00
268	2950	Furnish and Install Dwarf Palmetto (20-Gallon, 30-inch height, 30" spread), Complete in Place	EA	561	\$350.00	\$196,350.00	\$200.00	\$112,200.00	\$201.25	\$112,901.25	\$250.42	\$140,483.75	\$ 100.00	\$56,100.00
Sub Total - Landscaping and Urban Design Items						\$12,002,795.22		\$13,580,038.44		\$12,115,890.94		\$12,566,241.51		\$12,042,095.71
Cash Allowance														
269	1110	Street Cut Permit	CA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$ 1,500.00	\$1,500.00
270	1110	Mobility Permit	CA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00

Shepherd-Durham Infrastructure Improvements

15th to IH-10 WBFR

City of Houston WBS No. N-100041-0001-4

TxDOT CSJ 0912-72-616

Bidders: 3

Item	Id	Description	Unit	Total Approx. Quantity	Bidder No. 1		Bidder No. 2		Bidder No. 3		Avgerage of All Bidders		Final Engineer's Estimate	
					Harper Brothers Construction, LLC 333 N. Sam Houston Pkwy E, Ste 650 Houston, TX 77060		MC2 Civil, LLC 14115 Luthe Rd, Ste 100 Houston, TX 77039		Total Contracting Limited 11203 Bedford St Houston, TX 77031					
Base Bid														
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
271	1110	Remove and Relocate Existing Electrical Riser (maximum 10 at \$10,000 each)	CA	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$ 10,000.00	\$10,000.00
272	1110	Street Light Allowance	CA	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$ 15,000.00	\$15,000.00
273	1110	TDPEs TCEQ General Permit (NOI Application)	CA	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$ 2,500.00	\$2,500.00
Sub Total - Cash Allowance						\$121,500.00		\$121,500.00		\$121,500.00		\$121,500.00		\$31,500.00
Grand Total - Base Bid						\$69,716,798.42		\$74,222,173.14		\$82,474,432.41		\$75,471,134.63		\$65,499,061.94
Alternate 1														
Alternate Bid Item														
1	2950	Furnish and Install Trees (65-gallon, 3-inch caliper), Complete in Place	EA	537	\$595.00	\$319,515.00	\$825.00	\$443,025.00	\$920.00	\$494,040.00	\$780.00	\$418,860.00	\$ 1,200.00	\$644,400.00
2	2950	Furnish and Install Platipus Tree Anchoring System per tree, Complete in Place	EA	537	\$65.00	\$34,905.00	\$145.00	\$77,865.00	\$615.00	\$330,255.00	\$275.00	\$147,675.00	\$ 200.00	\$107,400.00
Sub Total - Alternate 1						\$354,420.00		\$520,890.00		\$824,295.00		\$566,535.00		\$751,800.00
Grand Total - Alternate 1						\$354,420.00		\$520,890.00		\$824,295.00		\$566,535.00		\$751,800.00

This item was out of order and not included in the original section total.
Bidder data added from Civcast Raw Data



Shepherd at Memorial Update (T-0510)

Memorial Heights Redevelopment Authority
Houston Public Works
METRO
February 2025

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% Pending Coordination with St. Thomas, DePelchin, and HPW.
3. Estimated Project Cost – Pending Final Project Scope.

Last Month's Accomplishments

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

- ✓ Prepared exhibit for DePelchin coordination meeting.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Coordinate proposed improvements along Shepherd Drive with St. Thomas High School and DePelchin.
- ✓ Coordinate proposed traffic signal improvements with Houston Public Works.
- ✓ Prepare 60% plans to be submitted to once coordination with St. Thomas High School, DePelchin, and Houston Public Works has been finalized.

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 on the expectations of the project and coordination with the project partners.



Waugh Safety Improvements (T-0535) Update

Memorial Heights Redevelopment Authority
Houston Public Works

February 2025

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 – 100% Submittal, June 14, 2024
3. Estimated Grant Cost - \$886,231.

Last Month's Accomplishments

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

- ✓ City of Houston approved the project moving forward with design modifications.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Resubmit 100% plans to City and TGC for coordination to submit to TxDOT March 6, 2025.
- ✓ Submit for Utility Signatures with AT&T and CenterPoint.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ Design modifications requested by City post 100% submittal.

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.



QUIDDITY



White Oak at Greenleaf Safety Improvements

Update (T-0541)

Memorial Heights Redevelopment Authority
HSIP

February 2025

Monthly Discussion Topics

1. Scope – design of sidewalks, ramps, pavement marking, signage and streetlighting at the intersection of White Oak at Greenleaf.
2. Schedule – 100% Submittal, March 6, 2025.
3. Estimated Grant Cost - \$267,000.

Last Month's Accomplishments

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

- ✓ Received 90% submittal comments from Houston Public Works on December 30, 2024.
- ✓ Received 90% submittal comments from Streetlighting on January 14, 2025.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Prepare for 100% submittal to City and TGC for coordination to submit to TxDOT March 6, 2025.
- ✓ Submit for Utility Signatures with AT&T and CenterPoint.

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.

MHRA Safe Sidewalk Evaluation and Recommendations

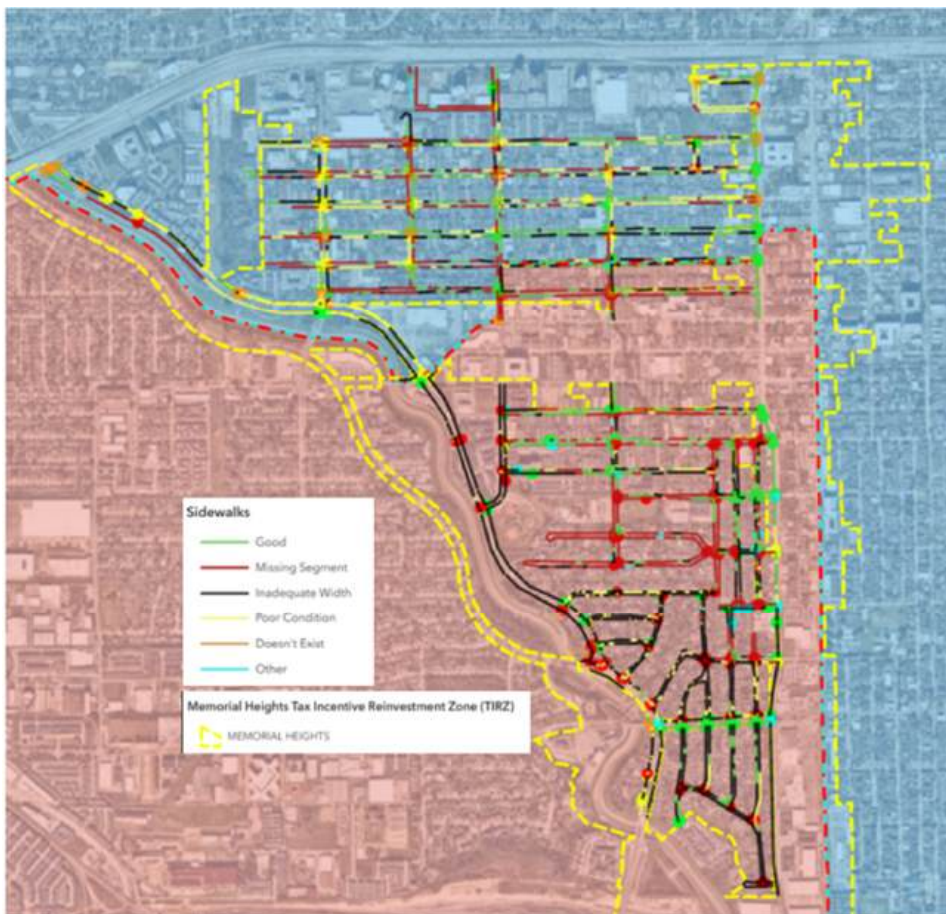
Project Update 2/25/2025

Project Kick-Off

IDS Engineering Group (IDS) kicked off the project in January starting with a kick-off meeting with the MHRA Project Committee. At the meeting, we (1) reviewed the proposed methodology for data collection, evaluation, and prioritization of proposed sidewalk improvements, (2) discussed public involvement, and (3) reviewed the project schedule.

Visual Evaluation

IDS developed a GIS-based map application to be used in the visual evaluation of the sidewalk. The visual evaluation started with a desktop review utilizing Google Earth and then sidewalk conditions were verified with on-site observation. The visual evaluation phase involved physically walking and documenting 14 miles of sidewalks within the project area. The visual evaluation was completed mid-February (ahead of schedule). All evaluations were documented in the GIS application and a map was created showing sidewalk conditions as “good”, “missing segment”, “inadequate width”, “poor condition”, “doesn’t exist”, or “other”.

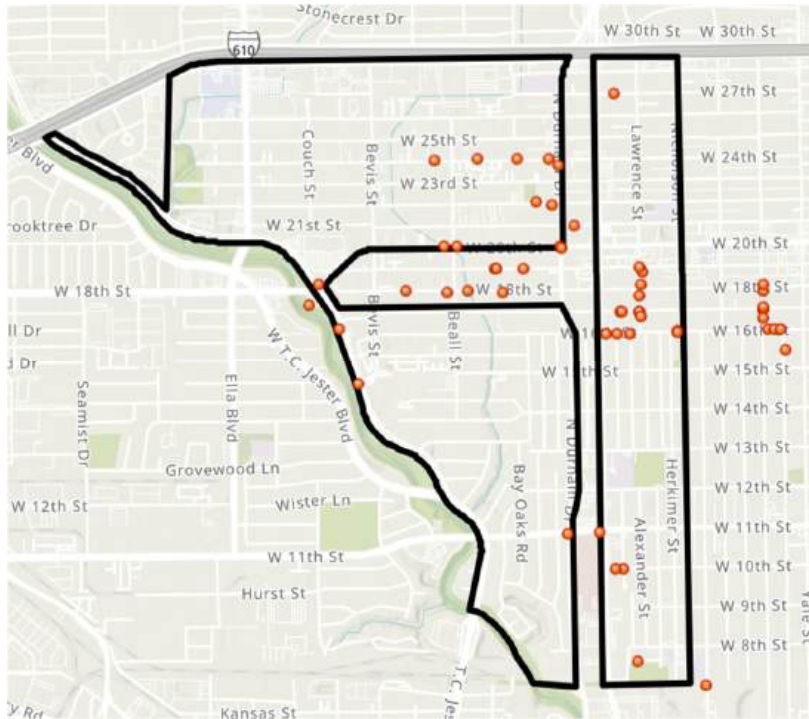


Public Outreach Survey

IDS created a GIS-based map application to be used for the Public Outreach Survey to support the project. The map was launched in mid-February and will be open to the public until March 20th. The dots shown on the map below represent public input as of 9am on 2/25/2025:

MHRA Safe Sidewalk Evaluation and Recommendations

Project Update 2/25/2025



High-Level Cost Estimates and Data Analysis

IDS has prepared a high-level construction cost estimate for Congressional District 7 and is finishing up a similar estimate for District 18. IDS is currently analyzing the data and preparing documentation for a meeting with the MHRA Project Committee scheduled for late March.

Project Schedule and Status

Status Update	Begin	End	Task
✓	1/10/2025	1/10/2025	Kick-Off Meeting with Project Committee.
✓	1/10/2025	2/24/2025	Visual evaluation
In Progress	2/10/2025	3/10/2025	Public Outreach Survey (1-Month Duration)
✓	1/10/2025	2/10/2025	Prepare High-Level Cost Analysis
In Progress	2/25/2025	3/20/2025	Prepare documentation from evaluation.
	3/21/2025	3/21/2025	Review sidewalk evaluation results with Project Committee to obtain feedback and formulate project recommendations.
	3/24/2025	4/10/2025	IDS to prepare draft recommendations.
	4/11/2025	4/11/2025	Meeting with Project Committee to review draft recommendations.
	4/14/2025	5/15/2025	IDS to prepare prioritization of improvements and make recommendations for projects. Prepare opinion of probable cost for proposed projects.
	5/16/2025	5/16/2025	Review projects and costs with MHRA, obtain feedback, and make updates as needed.
	TBD	TBD	Public Outreach Meeting
	5/19/2025	6/12/2025	Prepare memo summarizing evaluation and recommendations.
	6/26/2025	6/26/2025	MHRA Board Meeting

MASTER CONTRACT FOR PROFESSIONAL SERVICES

THIS MASTER CONTRACT FOR PROFESSIONAL SERVICES is dated as of _____, 2025 (the “Effective Date”), and is made by and between the **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY** (the “Authority”), a Texas nonprofit local government corporation, acting by and through its duly authorized officer and its governing body, the Board of Directors (the “Authority Board”), and **SWA GROUP INCORPORATED** (the “Consultant”), a California Corporation, acting by and through its duly authorized officer. The initial addresses of the parties, which one party may change by giving notice to the other party, are as follows:

Consultant

SWA Group Incorporated
712 Main Street, Floor 6
Houston, TX 77002
Attn: Scott McCready

Authority

Memorial-Heights
Redevelopment Authority
1330 Post Oak Boulevard, Suite 2650
Houston, Texas 77056
Attn: Sherry Weesner, President

RECITALS:

WHEREAS, the Authority desires to obtain professional services in connection with the planning and design of the Project hereinafter described; and

WHEREAS, the Consultant desires to provide such services in exchange for the fees hereinafter specified;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE 1

DEFINITIONS

As used in this Contract, the following terms have the meanings set out below:

1.1. **Additional Services:** Services that are not part of Basic Services but are included in the list of Additional Services in Section 2.6.

1.2. **Authority Personnel:** All Authority administrators, but not members of the Authority Board.

1.3. **City:** The City of Houston, Texas, a home-rule municipality principally located in Harris, Texas, including its successors and assigns.

1.4. **Construction Cost:** The direct actual cost to the Authority of all construction contract items for the Project, including labor, materials, and equipment (if applicable) required for the Project and reflected by the actual construction contract(s), but excluding: (1) fees or other costs of engineering and/or program/construction management and related services, (2) the cost of land and rights-of-way, (3) the Authority's administrative expenses, and (4) cash allowances included in the construction contract that do not require design services of the Consultant.

1.5. **Construction Documents:** All of the graphic and written information prepared or assembled by Consultant for communicating the design and for administering the bidding and construction of the Project.

1.6. **Construction Package:** The whole or a part of the Project pursuant to Section 2.2.3.

1.7. **Sub-Consultant:** The professional Sub-Consultant or other professional entity subcontracted by Consultant to provide a portion of the services required under this Contract.

1.8. **Sub-Consultant Subcontract Cost:** The ordinary and reasonable cost of Sub-Consultant subcontracts made by Consultant and approved by the President for the principal purpose of obtaining the professional services of others in connection with the performance of any service under this Contract.

1.9. **Documents:** The reports, charts, analyses, maps, letters, tabulations, exhibits, notes, models, photographs, the original transparencies of all drawings, Construction Documents, and other work products obtained by or prepared by Consultant as part of its services under this Contract. The President shall specify the medium and format in which Consultant shall provide such documents.

1.10. **Consultant:** As defined in the preamble of this Contract, including its successors and assigns.

1.11. **President:** The President of the Authority or such other person designated from time to time by the Authority Board by notice to Consultant to administer this Contract on behalf of the Authority.

1.12. **Project:** The project or projects identified from time to time under a Work Order to be performed under the general terms of this Contract and each applicable Work Order pertaining to a specific project.

1.13. **Project Schedule:** The schedule of Project activities and events, showing initiation point, duration, and ending points. The Project Schedule will indicate time to be allowed for reviews by the City and Authority personnel. The Project Schedule shall be drafted by Consultant in consultation with the President, approved by the President, and updated monthly at the time of invoice submittal.

1.14. **Reimbursable Expenses:** Reimbursable Expenses are limited to the following: The ordinary and reasonable cost of copying, printing (other than for Consultant's internal use), postage, delivery services, long distance telephone calls, plots, scans, photography, renderings, models and mock-ups requested by Authority, fees paid for securing approvals of authorities having jurisdiction over the Project, and any additional expenses listed in each Work Order incurred by the Consultant in the course of his performance of Basic or Additional Services under this Contract, including any sales tax Consultant is legally required to pay for Reimbursable Expenses.

1.15. **Tri-Party Agreement:** The First Amended and Restated Agreement by and between the City, the Zone, and the Authority, as may be further amended.

1.16. **Work:** The entire construction required to be provided by the Construction Documents. The Work may constitute the whole or a part of a Project.

1.17. **Work Order:** A document executed by the Authority and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Project.

1.18. **Zone:** The Tax Increment Reinvestment Zone Number 5, City of Houston, Texas.

ARTICLE 2

DUTIES OF CONSULTANT

2.1. **Scope of Services:** The services to be provided by Consultant will include such of the Basic and Additional Services as authorized by the Authority in each duly executed Work Order based on the form attached hereto as Exhibit "A." Each Work Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Consultant agrees to provide professional services with respect to each Work Order for the fees specified in such Work Order. Consultant shall coordinate its performance of the services hereunder with the President and such other persons as the President may specify. Consultant shall make periodic verbal or written reports and recommendations to the President with respect to conditions, transactions, situations, or circumstances encountered by Consultant relating to the services to be performed under this Contract and shall attend meetings determined to be necessary by the President. Consultant shall, upon written request, provide the President with a copy of written materials prepared by Consultant or made available to it as a result of its performance under this Contract. Consultant's performance hereunder shall be performed with care and diligence and shall be in accordance with the standards prevailing in the State of Texas for similar services performed for similar projects at the time such services are performed.

2.1.1. Consultant agrees to perform such specific tasks as are set forth in this Article 2 as authorized in each Work Order. Provided, however, in the event of an inconsistency between the terms of this article relating to Basic or Additional Services and the terms of each Work Order, exclusively with respect to the content of the fee schedule, scope of services and required submission Documents, the terms of each Work Order shall control. The Authority may use a construction manager as well as Authority Personnel to review portions of the design; however, Consultant acknowledges that while others may suggest design ideas and components of a Project, such suggestions do not relieve Consultant of its professional responsibility to the Authority for complete design of a Project.

2.2. **Basic Services:** The Basic Services in this Contract for each Work Order are divided into three distinct phases: (1) Phase I - Preliminary Design; (2) Phase II - Final Design; and (3) Phase III - Construction Phase Services. Consultant shall perform the services required for each Phase of a Project only upon receipt of written notice of acceptance of the preceding Phase and authorization by the President to commence Consultant's performance of services for that specific Phase. Consultant understands and acknowledges that the Authority may determine not to proceed with a Project after completion of Consultant's services for either Preliminary Design or Final Design.

2.2.1. Preliminary and Final Designs shall conform to the provisions of the current edition of the City of Houston Department of Public Works and Engineering publication entitled: "Infrastructure Design Manual", current City of Houston Department of Parks and Recreation parks standards, and/or any other design criteria required for the services to be provided hereunder.

2.2.2. Consultant shall attend meetings including periodic progress review meetings with the Authority and those personnel designated by the President. Consultant shall coordinate the performance of services hereunder with the President and governmental agencies and other bodies having jurisdiction over a Project or Authority consultants performing services related to a Project.

2.2.3. Consultant agrees to perform the services set forth below in Sections 2.3 and 2.4 and as further described in each Work Order for each applicable Phase as authorized by the President. The President may reduce the scope of services for any of the Phases for a Project or may divide a Project into separate Construction Packages by issuing written notice describing 1) the scope of a reduced Project or the scope of each Construction Package, and 2) the revised time of performance.

2.2.4. Time is of the essence to the performance by the Consultant under this Contract.

2.3. **Preliminary Design:** Upon issuance of a notice to proceed for Phase I services, Consultant shall perform the Phase I services set out below and in each Work Order for a Project. Consultant shall submit to the President, within ten (10) days of the notice to proceed for Phase I, a Project Schedule reflecting firm dates for activities and reviews set forth therein.

2.3.1. Consultant shall prepare for approval by the President the preliminary design studies and designs for a Project. Such studies and designs shall consist of preliminary layouts, sketches, recommended final design criteria, list of City of Houston standard specifications to be incorporated into the Project, reports, and cost estimates.

2.3.1.1. The Preliminary Design Report (“PER”) shall be prepared in sufficient detail so as to (1) clearly indicate anticipated problems; (2) recommend alternate solutions to the problems; (3) identify the possible “alternate” bid items for a Project recommended by Consultant and the President; and (4) show recommended division into separate Construction Package, if any. Consultant shall be responsible for coordinating all the Documents.

2.3.2. Consultant shall submit two copies of the preliminary design and outline specification Documents to the President.

2.3.3. Consultant shall attend preliminary conferences with officials from local, state, and federal agencies; utility companies; and other entities as necessary for the Project. Consultant shall conduct a thorough utility plan review.

2.4. **Final Design:** Upon issuance of a notice to proceed for Phase II services based upon approved preliminary design Documents and any further adjustments in the scope or quality of a Project authorized by the President, Consultant shall perform the Phase II services set out below and in each Work Order for a Project:

2.4.1.1. Submit to the President within 10 days of the notice to proceed for Phase II, the Project Schedule updated to reflect firm dates for the beginning and end of each activity set forth therein and the review dates for such activities;

2.4.1.2. Prepare detailed Construction Documents based on the guidelines provided by the President. The Construction Documents shall set forth recommended alternate bid items for a Project in a manner that permits ready evaluation and comparison.

2.4.1.3. Inform the President of any adjustments to previous estimates of the Project Construction Cost which are indicated by market conditions or authorized changes in

the scope and requirements of a Project. Consultant does not guarantee that bids will not vary from the estimate;

2.4.1.4. Prepare the Documents necessary to obtain approval of governmental authorities having jurisdiction over the design or operation of a Project and all public and private utilities, including pipeline transmission and railroad companies, affected by a Project; obtain the signatures of representatives of such governmental authorities and public and private utilities; obtain the signatures of City officials indicated by the City's standard title block for drawings;

2.4.1.5. Design each Project in compliance with the requirements of applicable laws, codes, and regulations, including the City of Houston Building Code and the City of Houston Infrastructure Design Manual in effect at the time of execution of a Work Order (which are expressly made applicable to the Project); make revisions to the Construction Documents necessary to provide clarifications or to correct discrepancies; and provide the President with Documents necessary for obtaining a City building permit and other required permits for a Project. The Construction Documents shall conform to applicable federal, state, and City regulations;

2.4.1.6. Deliver to the President:

- (1) a detailed construction cost estimate at the completion stage of Phase II identified in a Work Order;
- (2) Two copies of the recommendations, analyses and other deliverables identified in a Work Order; and
- (3) Construction Documents identified in a Work Order.

2.4.1.7. Assist the Authority in securing bids for the construction of the Project based upon the Construction Documents; attend pre-bid conferences; prepare all required addenda to revise the Construction Documents (1) provide clarification, (2) correct discrepancies, (3) correct errors and omissions; assist the Authority in evaluating the bid proposals; prepare tabulations of bids received; and furnish the Authority three copies of the bid tabulation and a

written recommendation for the award of a construction contract for a Project; and assist in the preparation of a construction contract between the Authority and the successful bidder.

2.5. **Construction Phase Services:** Upon issuance of a notice to proceed for Phase III services, Consultant shall provide professional services during construction to assist in obtaining a completed Project in accordance with the purpose and intent of the Construction Documents. Phase III services shall include, but not be limited to, the following:

2.5.1. Participate in pre-construction conferences and construction progress meetings;

2.5.2. Make visits to a Project site at appropriate intervals identified in a Project Schedule as construction proceeds to observe and report on the progress and the quality of the executed Work. The reports shall be in writing, shall include all referenced supporting documents, and shall advise the President of deviations from the Construction Documents or the contractor's construction schedule observed by or brought to the attention of Consultant. Such reports shall be submitted in a timely manner so as not to cause delay in the progress of the Work. In performing these services, the personnel provided by Consultant shall be experienced in the administration of construction contracts and shall be under the supervision of a licensed landscape architect registered by the State of Texas. Supporting personnel or Subcontractors, including licensed engineers where applicable, shall be provided from a Project design team when specialized knowledge of a Project design is required;

2.5.3. Review and take appropriate action upon the shop drawings, samples, and other submissions furnished by the construction contractor and submitted to Consultant by the Authority. Consultant shall determine if the shop drawings, samples, and other submissions conform to the requirements of the Construction Documents. Consultant shall notify the President if the shop drawings, samples, or other submissions do not conform to the Construction Documents. Such action(s) shall be taken within fourteen calendar days of receipt from the Authority unless approved in advance by the President. Consultant shall maintain a log of all construction contractor submittals which shall include the submittal date, the action taken, and the date returned;

2.5.4. Prepare supporting data and provide other services (including revisions to Construction Documents) at no charge to the Authority in connection with change orders when such change orders are required either (1) to make clarifications or to correct discrepancies, errors, or omissions in the Construction Documents, (2) to conform the Construction Documents to the requirements of all applicable laws, codes, and regulations, including the City of Houston Building Code (which is expressly made applicable to this Project) as it was in effect at the time of execution of this Contract;

2.5.5. Review laboratory, shop, and mill tests of material and equipment for general conformance with Construction Document requirements and report to the President in writing on such matters;

2.5.6. Discuss design clarifications and recommendations with the President to assist the Authority in resolving field problems relating to the construction of a Project;

2.5.7. Evaluate construction contractor change and cost proposals and substitutions and recommend to the Authority to either approve or disapprove the construction contractor's proposal or substitution, unless instructed not to do so by the President;

2.5.8. Perform, together with the Authority's representatives, observations of the construction site to determine the dates of substantial and final completion of the Work. Consultant shall make a recommendation to the President as to the issuance of the final certificate of payment;

2.5.9. No less than thirty days and no more than forty-five days before the expiration of the correction period established by the Construction Documents, Consultant, together with the President, shall observe the construction site. Within fourteen days after such observation, Consultant shall furnish the President with a written report enumerating items which require repair or replacement as provided under the correction period provisions of the Construction Documents; and

2.5.10. Post changes on original "record drawings" in whatever format specified by the President at time of execution. The drawings shall become the property of the Authority and shall show significant changes made in the Work during the construction of a Project. Such changes shall be based

upon marked-up “record drawings,” prints, field sketches, and other data furnished to Consultant by the Authority and the construction contractor, upon change orders issued during construction, and upon on-site observations of Consultant.

2.6. **Additional Services:** The Consultant shall perform supplemental activities not defined above but necessary and related to the purposes of this Contract as authorized in writing by the President, including but not limited to, the Additional Services identified in Section 3.3 hereof. For other Additional Services not identified in Section 3.3 hereof, the Consultant shall receive a written description of each activity from the Authority, review its requirement, and submit an estimate of the cost to perform. The Consultant shall not proceed on any supplemental activity unless the Authority has approved the estimated cost and authorized the Consultant to proceed.

2.7. **Time of Performance:** Consultant shall perform the Basic Services as set forth in Sections 2.3, 2.4 and 2.5 in accordance with the timeline(s) set forth in each Work Order.

2.7.1. Time taken for review of preliminary and final designs by Authority Personnel shall be in addition to the calendar day periods specified a Work Order. In the preparation of the Project Schedule, Consultant shall allow, at a minimum, fourteen calendar days for Authority review of documents.

2.7.2. Consultant shall not commence a Phase until it receives a written notice from the President to proceed with that Phase. Upon written request of Consultant to the President and the President’s approval, the Authority shall grant time extensions during each Phase for any delays caused by the Authority or other agencies with which the services must be coordinated and over which Consultant has no control.

2.8. **Insurance:** Consultant shall provide and maintain certain insurance in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows:

2.8.1. **Risks and Limits of Liability:** The insurance, at a minimum, must include the following coverages and limits of liability:

COVERAGELIMIT OF LIABILITY

Workers' Compensation

Statutory for Workers' Compensation

Employer's Liability

Bodily Injury by Accident
\$100,000 (each accident)Bodily Injury by Disease
\$500,000 (policy limit)Bodily Injury by Disease
\$100,000 (each employee)Commercial General Liability;
Bodily and Personal Injury; Products
and Completed Operations CoverageBodily Injury and Property Damage, Combined
Limits of \$1,000,000 each Occurrence, and
\$2,000,000 aggregate per 12-month periodComprehensive Automobile Liability
(including Employer's Non-
Ownership and Hired Auto
Coverage) covering liability arising
out of the use of any Consultant
vehicle used in conjunction with the
Projects, whether owned or leased.

\$1,000,000 combined single limit

Professional Liability Coverage

\$1,000,000 per claim/aggregate

Defense costs shall be excluded from the face amount of the policies listed above and aggregate limits are per 12-month policy periods, unless otherwise indicated.

Such insurance will be written on an "occurrence basis" unless the Authority otherwise consents in writing, which consent will not be unreasonably withheld or delayed; provided, however, that professional liability coverage shall be written on a "claims made" basis and Consultant shall provide proof of renewal each year for two years after final completion of a Project, or in the alternative, evidence of extended reporting period coverage for a period of 2 years after final completion, or a project liability policy for a Project covered by this Contract with a duration of two years after final completion.

2.8.2. Form of Policies: The President may approve the form of the insurance policies, but nothing the President does or fails to do relieves the Consultant from its duties to provide the required

coverage under this Contract. The President's actions or inactions do not waive the Authority's rights under this Contract.

2.8.3. **Issuers of Policies:** The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas and (2) have a Best's rating of at least B+ and a Best's Financial size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

2.8.4. **Insured Parties:** Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the Authority, the Zone, and the City and their respective officers, directors, and employees as Additional Insureds on the original policy and all renewals or replacements during the term of this Contract.

2.8.5. **Deductibles:** Consultant shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for same against the Authority, the Zone and the City, and their officers, directors, or employees.

2.8.6. **Cancellation:**

2.8.6.1. Each policy must expressly state that it may not be canceled or non-renewed unless thirty days' advance written notice is given in writing to the President by the insurance company.

2.8.6.2. Consultant shall give written notice to the President within five days of the date upon which total claims by any party against Consultant reduce the aggregate amount of coverage below the amounts required by this Contract. Consultant agrees to maintain the requisite coverage during the entirety of performance under this Contract.

2.8.6.3. In the event of failure of Consultant to furnish and maintain the requisite coverage, or to furnish satisfactory certificates therefore, within ten (10) days of written notice from Owner, Owner shall have the right, in addition to any other right or remedy herein, to take out and maintain the said insurance for and in the name of Consultant, and Consultant agrees to furnish all

necessary information to permit Owner to take out and maintain such insurance for the account of Consultant and to pay the cost thereof to Owner immediately upon presentation of a bill.

2.8.7. **Subrogation:** Each policy, except Professional Liability, must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Authority, the Zone and the City, their officers, directors, or employees.

2.8.8. **Primary Insurance:** Each policy hereunder, except Workers' Compensation and Professional Liability insurance, shall be primary insurance to any other insurance available to the Additional Insureds with respect to claims arising hereunder.

2.8.9. **Liability for Premium:** Consultant shall be solely responsible for payment of all insurance premiums hereunder and the Authority, the Zone, and the City shall not be obligated to pay any premium.

2.8.10. **Sub-Consultants:** Consultant shall require all Sub-Consultants and contractors to maintain insurance to the same extent applicable to Consultant.

2.8.11. **Delivery of Policies:** Certificates of insurance reflecting that the terms of this Article have been met, shall be furnished to the President at the time of execution of this Contract. Such certificates shall bear the name of the Consultant for which they are issued. Upon request by the President, the originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them, shall be provided by Consultant.

2.8.12. **Policy Expiration Date:** The expiration date must be at least 60 days from the date of delivery of a certificate of insurance.

2.8.12.1. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Consultant shall, throughout the Term of this Contract, continuously and without interruption, maintain in force the required insurance coverage set forth herein. Failure of Consultant to comply with this requirement shall constitute a default of Consultant allowing the Authority, at its option, to terminate this Contract. Consultant agrees that the Authority shall never be argued to have waived or to be estopped to assert its right to terminate

this Contract because of any acts or omissions by the Authority (or its agents, directors, or employees) regarding review of insurance documents required by the Contract.

2.8.13. **Other Insurance:** Consultant will, upon request, furnish to the Authority adequate evidence or provisions for Social Security and Unemployment Compensation Insurance, to the extent such provisions are applicable to Consultant's operations under this Contract.

2.9. Indemnification and Release Provisions:

2.9.1. INDEMNITY FOR PERSONAL INJURIES. CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, THE ZONE AND THE CITY AND THEIR OFFICERS, DIRECTORS AND EMPLOYEES (THE "INDEMNIFIED PERSONS"), HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE OR LOSS INJURIES, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE UNDER THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

a. CONSULTANT'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS, DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN LETTERED PARAGRAPHS a. - c., "CONSULTANT'S") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

b. THE INDEMNIFIED PERSONS' AND CONSULTANT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT; AND

c. THE INDEMNIFIED PERSONS' AND CONSULTANT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONSULTANT IS IMMUNE FROM LIABILITY OR NOT.

CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNIFIED PERSONS HARMLESS DURING THE TERM OF THIS CONTRACT

AND FOR FOUR YEARS AFTER THIS CONTRACT TERMINATES. CONSULTANT'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONSULTANT SHALL NOT INDEMNIFY THE INDEMNIFIED PERSONS FOR THE INDEMNIFIED PERSONS' SOLE NEGLIGENCE.

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

2.9.3. RELEASE. CONSULTANT AGREES TO AND SHALL RELEASE THE INDEMNIFIED PERSONS FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE INDEMNIFIED PERSONS' SOLE OR CONCURRENT NEGLIGENCE AND/OR THE INDEMNIFIED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.9.4 CONSULTANT SHALL REQUIRE ALL CONTRACTORS ENGAGED BY IT TO PERFORM SERVICES UNDER THIS CONTRACT (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE INDEMNIFIED PERSONS TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PERSONS HEREUNDER.

2.10. INDEMNIFICATION PROCEDURES.

2.10.1. NOTICE OF CLAIMS. If the Indemnified Persons or Consultant receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- a. A description of the indemnification event in reasonable detail;

- b. The basis on which indemnification may be due; and
- c. The anticipated amount of the indemnified loss.

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

2.10.2. DEFENSE OF CLAIMS.

- a. **ASSUMPTION OF DEFENSE.** Consultant may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Persons. Consultant shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Consultant must advise the Indemnified Persons as to whether or not it will defend the claim. If Consultant does not assume the defense, the Indemnified Persons shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- b. **CONTINUED PARTICIPATION.** If Consultant elects to defend the claim, the Indemnified Persons may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Consultant may settle the claim without the consent or agreement of the Indemnified Persons, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Persons to comply with restrictions or limitations that adversely affect the Indemnified Persons; (ii) would require the Indemnified Persons to pay amounts that Consultant does not fund in full; or (iii) would not result in the Indemnified Persons' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

2.11. **Intentionally Omitted.**

2.12. **Ownership of Documents:** Consultant shall grant and assign and hereby does grant and assign to the Authority all right, title, interest and full ownership worldwide in and to any work, invention and all Construction Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are

discovered, conceived, developed, written or produced by the Consultant, its agents, employees, contractors and subcontractors pursuant to this Contract (collectively, “Works”), to have and to hold the same unto the Authority absolutely.

2.12.1. Consultant agrees that neither it nor any of its agents, employees, contractors, or subcontractors shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the President, the Consultant shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark, or trade secret thereto is owned by the Authority.

2.12.2. Consultant shall execute all documents required by the President to further evidence such assignment and ownership. Consultant shall cooperate with the Authority in registering, creating or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Consultant is requested and rendered pursuant to this Section, the Authority shall reimburse Consultant for all out-of-pocket expenses incurred by Consultant in rendering such assistance. On termination of this Contract or upon request by the President, Consultant shall deliver all Works to the Authority. Consultant shall obtain written agreements in the form specified in Exhibit “C” from its agents, contractors, and subcontractors performing work hereunder which bind them to the terms contained in this Section.

2.12.3. The Consultant may, however, retain copies of such Works. The Consultant shall have the right to use such copies internally, but the Consultant may not sell, license, or otherwise market such Works. Upon request by the President, the Consultant shall deliver such Works to the Authority.

2.12.4. Consultant does not represent that the Works are or are intended to be, suitable for use on other Projects or extensions of any Project, to the extent that the Works are site-specific. Consultant shall have no liability for changes to Consultant’s documents made by others without Consultant’s written permission.

2.13. **Sub-Consultants:** Consultant shall not subcontract any part of this Contract without written approval by the President. Consultant shall be responsible for services performed by Sub-Consultants to the same extent as if the services were performed by Consultant. Consultant shall replace any Sub-Consultant when requested to do so by the President, who shall state the reasons for such request. Consultant shall provide the President with a copy of any of its Sub-Consultant subcontracts at President's request.

2.14. **Payment of Sub-Consultants:** Consultant shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Contract in accordance with the State of Texas Prompt Payment Act. **CONSULTANT AGREES TO PROTECT, DEFEND, AND INDEMNIFY THE AUTHORITY, THE ZONE AND THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONSULTANT'S FAILURE TO MAKE SUCH PAYMENTS.** Disputes relating to payment of MWBE or disadvantaged business subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE or disadvantaged business subcontract. Failure of Consultant to comply with the decisions of the arbitrator may, at the sole discretion of the Authority, be deemed a material breach leading to termination of this Contract.

2.15. **Participation in Bidding and Construction:** Consultant agrees not to participate in the bidding process as a bidder and not to engage in construction of any elements of a Project as a contractor or subcontractor. By written agreement, Consultant shall require each Sub-Consultant for a Project to be bound by the requirements of this Section.

2.16. **Equal Employment Opportunity:** Consultant shall comply with the provisions of the City's Equal Employment Opportunity Ordinance (as amended), related Authority policies, or any other related requirements imposed on the Authority, the Tri-Party Agreement, or otherwise determined necessary by the President.

2.17. **Disadvantaged Business Enterprises:** In connection with Minority and Women Business Enterprises ("MWBEs") or other disadvantaged businesses, Consultant shall comply with all

requirements and/or objectives imposed on the Authority by the Tri-Party Agreement or as otherwise determined necessary by the President.

2.17.1. In this regard, Consultant will make good faith efforts to award subcontracts or supply agreements in compliance with the City's MWBE or other disadvantaged businesses policies. The City's policy does not require Consultant to in fact meet or exceed this goal, but it does require Consultant to objectively demonstrate that it has made good faith efforts to do so. To this end, Consultant will maintain records showing

- (a) subcontracts and supply agreements with Minority Business Enterprises,
- (b) subcontracts and supply agreements with Women's Business Enterprises,
- (c) subcontracts and supply agreements with other disadvantaged businesses required to be reported, and
- (d) specific efforts to identify and award subcontracts and supply agreements to MWBEs and disadvantaged businesses.

2.17.2. Consultant will submit periodic reports of its efforts under this Section to the President in the form and at the times he or she prescribes.

2.17.3. Consultant shall require written subcontracts with all MWBE or disadvantaged business Sub-Consultants and suppliers and shall submit all disputes with MWBE or disadvantaged business Sub-Consultants to binding arbitration in Houston, Texas, unless directed otherwise by the Authority.

2.18. **Intentionally Omitted.**

2.19. **Confidentiality:** Consultant and each of its Sub-Consultants shall keep all Documents and Authority work products or data received in the strictest confidence. Consultant shall not divulge such records or the information contained therein except as approved in writing by the President or as otherwise required by law.

2.20. **Licenses and Permits:** Consultant shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or

regulation. Consultant shall immediately notify the President of any suspension, revocation, or other detrimental action against his or her license.

ARTICLE 3

DUTIES OF THE AUTHORITY

3.1. **Fees, In General:** Subject to all the terms and conditions of this Contract, the Authority shall pay fees to the Consultant as agreed to in each Work Order in the manner as specified in Sections 3.2 and 3.3 and for all services rendered by Consultant in accordance with the terms and conditions of this Contract. If services are suspended by the Authority for a period exceeding twelve months, Consultant's fees will be subject to renegotiation.

3.1.1. If Consultant receives payment from the Authority for work performed by any Sub-Consultant or for materials provided by any supplier and Consultant withholds or has withheld payment to the Sub-Consultant or supplier on account of a deficiency in the quality or quantity of that Sub-Consultant's or supplier's work or materials, or if the President reasonably believes that the work or a portion thereof cannot be completed for the remaining unpaid amount of any applicable limit or lump sum prices, the Authority may withhold the amount associated with such work or materials from any pending or future payments to the Consultant until the next regular payment to Consultant occurring after the Authority receives reasonable documentation that the deficiency has been remedied.

3.2. **Basic Service Fees; Method of Payment:** Subject to all the terms and conditions of this Contract, the Authority shall pay, and Consultant agrees to accept as full compensation for the Basic Services, the fees agreed to in accordance with each Work Order, plus Reimbursable Expenses. Such Reimbursable Expenses shall be billed at the actual cost thereof and are not subject to any multiplier.

3.2.1. **Consultant's Invoices:**

3.2.1.1. Unless instructed otherwise in writing by the President, Consultant must invoice the Authority for all Phase I amounts plus all Phase I-related Additional Services and Reimbursable Expenses before the President issues a notice to proceed for Phase II.

The President shall not approve or pay any Phase I-related invoices delivered after issuance of the Phase II notice to proceed.

3.2.1.2. Unless instructed otherwise in writing by the President, Consultant must invoice the Authority for all Phase II amounts plus all Phase II-related Additional Services and Reimbursable Expenses before the President issues a notice to proceed for Phase III. The President shall not approve or pay any Phase II invoices delivered after issuance of the Phase III notice to proceed.

3.2.1.3. The amounts set out in each Work Order, including Reimbursable Expenses, shall constitute Consultant's total compensation under this Contract for a Construction Package unless the Authority Board approves and the President requests in writing an Additional Service or Reimbursable Expense not identified in this Contract.

3.2.2. To receive payment for Basic Services, Consultant shall submit monthly invoices showing the services performed for each Construction Package and not previously invoiced. The invoice must include itemizations supporting the costs included. The itemization shall include, where applicable:

3.2.2.1. the total amount due for such services;

3.2.2.2. a breakdown of the type and cost of each item included within the definition of Reimbursable Expenses;

3.2.2.3. the actual invoice cost of Sub-Consultant Subcontract Cost, including a copy of the Sub-Consultant's invoice;

3.2.2.4. the number of hours expended by Consultant's or Sub-Consultant's employees, if the fees are to be paid based on hourly billing; and

3.2.2.5. a breakdown of the work performed for each Construction Package during the period covered by the invoice and the percent of the total services completed in the preceding month.

3.2.3. The amount of partial payments due for Basic Services performed shall be a percentage of the total fee due for each Construction Package equal to the percentage of the total services

performed during the period covered by the invoice. After Consultant has completed the performance of all the required services under this Contract, the Authority shall pay Consultant the total amount owed less any amounts previously paid pursuant to the monthly invoices.

3.2.4. All invoices for the Basic Services are subject to approval by the President and are due and payable forty-five days after receipt and approval by the Authority or within fifteen (15) days after the meeting of the Authority Board where a payment is approved, whichever is later, unless a different time frame is identified in a related Work Order. The Authority shall make payments to Consultant at its address specified herein for notices. Neither partial payments made hereunder nor approval of invoices or services by the President shall be construed as final acceptance or approval of that part of Consultant's services to which such partial payment or approval relates nor shall such payments be construed as relieving Consultant of any of its obligations hereunder with respect thereto.

3.2.5. With each monthly invoice Consultant shall submit a copy of an updated Project Schedule, a brief narrative of the services performed in the preceding month, and a list of the planned activities for the following month. Any request for modification of an approved Project Schedule shall be submitted by Consultant in writing for the President's consideration.

3.2.6. Fees for any work performed or expenses incurred, including Additional Services, that are billed for the first time more than 120 days after the date the work is performed or the expense is incurred shall not be payable unless: i) a Work Order or other prior written Authority approval provides otherwise, or ii) the fee or expense is payable on a contingent or achievement basis (provided the first time billing is not more than 120 days after the date the contingency or achievement occurs).

3.3. **Fees for Additional Services; Method of Payment:** Subject to all the terms and conditions of this Contract, the Authority shall pay and Consultant agrees to accept, as full compensation for Additional Services, if Additional Services are determined to be necessary by the Authority, payment based on an hourly basis based on the rates set forth in Exhibit "B", which rates may be adjusted in accordance with Consultant's and Sub-Consultant's normal salary review practices, subject to agreement by the Authority.

3.3.1. To receive fees for Additional Services, Consultant shall submit copies of original invoices showing the corresponding Additional Services performed and not previously invoiced. The invoice must include itemizations supporting the costs included. The itemization shall include, where applicable:

3.3.1.1. a breakdown of the type and cost of each item included within the definition of Reimbursable Expenses;

3.3.1.2. the actual invoice cost of Sub-Consultant Subcontract Cost, including a copy of the Sub-Consultant's invoice;

3.3.1.3. the number of hours expended by Consultant's or Sub-Consultant's employees for each Additional Service; and

3.3.2. Claims for Additional Services shall be billed monthly, and are restricted as to payment by the Authority as specified in Section 3.2.6 above.

3.3.3. The Additional Services Fees incurred shall be paid by the Authority in the same manner as specified for payment for Basic Services in Section 3.2 above.

3.4. **Certain Duties of the Authority:** In addition to its other duties under this Contract, the Authority shall perform the following services:

3.4.1. When requested to do so in writing by the Consultant, provide access to information such as existing drawings, maps, field notes, statistics, computations, and other data in the possession of the Authority which in the President's opinion will assist the Consultant in the performance of its services hereunder; and

3.4.2. Examine the Construction Documents submitted by the Consultant and render decisions pertaining thereto within a reasonable time so as to avoid unnecessary delay in the progress of the Consultant's services.

ARTICLE 4

TERMINATION

4.1. **Termination by the Authority for Convenience:** The Authority may terminate Consultant's performance under this Contract at any time by giving seven days' written notice to Consultant. As soon as possible, but not later than the effective date of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue all services in connection with this Contract and shall proceed to promptly cancel all existing orders and Sub-Consultant subcontracts insofar as such orders or subcontracts are chargeable to this Contract. Within seven days after the effective date of notice of termination, Consultant shall deliver copies of all Documents to the President and submit an invoice showing in detail services performed under this Contract to the date of termination. The Authority shall then pay the prescribed fees to Consultant for services actually performed under this Contract up to the date of termination, less such payment on account of charges previously made, in the same manner as prescribed in Sections 3.2 and 3.3. Any installments or lump sum fees shall be prorated in accordance with the progress of the Work at the effective date of termination. Consultant may, if necessary, submit invoices for vendor and Sub-Consultant charges reasonably necessary for the Project which are incurred prior to the effective date of termination and received by Consultant after its initial termination invoice.

4.1.1. Consultant understands and acknowledges that the Authority may determine not to proceed with construction of a Project after the completion of Consultant's services for Preliminary Design or Final Design. In such event the President shall provide Consultant with a written notice of the Authority's intent to terminate this Contract and this Contract shall terminate upon Consultant's receipt of such written notice. Any sums paid to Consultant prior to its receipt of such written notice plus any retained sums to which Consultant is entitled shall constitute full and complete compensation for the services rendered to the date of receipt of the written notice and Consultant agrees that it will not be entitled to any additional sums.

4.2. **Termination by the Authority for Cause:** Authority may terminate this Contract in the event of default by Consultant and a failure by Consultant to cure such default after receiving notice

thereof, all as provided in this Section. Default by Consultant shall occur if Consultant fails to observe or perform any of its duties under this Contract, Consultant dies (if an individual) or for some other reason is unable to render services hereunder. Should such a default occur, the Authority shall deliver a written notice to Consultant describing such default and the proposed date of termination. Such date may not be sooner than the 7th day following receipt of the notice. The Authority, at the sole option of Authority, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Consultant cures such default to the Authority's satisfaction, then the proposed termination shall be ineffective. If Consultant fails to cure such default prior to the proposed date of termination, then the Authority may terminate its performance under this Contract as of such date, and Consultant shall deliver all Documents to the President within seven days of the effective date of the termination. In the event of a termination for cause, Authority may withhold any further payments to the Consultant until the Authority obtains another consultant to complete the work or a portion thereof for the remaining unpaid amount of any applicable limit or lump sum prices, and the work for which such services are due is complete. If the Authority's cost of obtaining completion of the work by other consultants exceeds the remaining contract amounts unpaid to Consultant, or if the Authority sustains other charges as a result of the default, the Authority shall not be obligated to make any further payment to Consultant. This provision does not relieve Consultant of any other obligation Consultant may have to the Authority.

4.3. **Termination by Consultant for Cause:** Consultant may terminate its performance only upon default of the Authority. Should such default occur, Consultant shall have the right to terminate all or part of its duties under this Contract as of the 14th day following the receipt by the Authority of a notice from Consultant describing such default and intended termination, provided: (1) such termination shall be ineffective if within the fourteen day period the Authority cures the default, and (2) such termination may be stayed beyond such fourteen day period, at the sole option of Consultant, pending cure of the default.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1. **Independent Contractor:** The relationship of Consultant to the Authority shall be that of an independent contractor.

5.2. **Business Structure and Assignments:** Consultant shall not assign this Contract at law or otherwise dispose of all or substantially all of its assets in a manner which will materially affect its performance under this Contract without the Authority's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Consultant shall immediately furnish the Authority with proof of the assignment and the name, telephone number, address of the Assignee and a clear identification of the fees to be paid to the Assignee.

5.3. **Parties in Interest:** This Contract shall not bestow any rights upon any third party, except as specifically provided herein.

5.4. **Non-waiver:** Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

5.5. **Applicable Laws:** This Contract is subject to and shall be construed in accordance with the laws of the State of Texas and Ordinances of the City of Houston. This Contract is performable in Harris County, Texas.

5.6. **Notices:** All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on 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 other party at the address prescribed in the preamble hereof or at such other

address as the receiving party may have theretofore prescribed by notice to the sending party. Notices to the Authority shall include a copy to SKLaw, c/o John Kuhl, 1330 Post Oak BLVD, Houston, TX 77056.

5.7. Compliance with State Law:

5.7.1. Consultant hereby certifies that Consultant is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.

5.7.2. Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a 'Form 1295'), in connection with entry into this Agreement. Upon receipt of Consultant's Form 1295, the Authority agrees to acknowledge Consultant's Form 1295 through its electronic filing application. Consultant and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, neither the Authority nor its consultants are responsible for the information contained in Consultant's Form 1295 and neither the Authority nor its consultants have verified such information.

5.7.3. Consultant makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), as heretofore amended. As used herein, "affiliate" means an entity that controls, is controlled by, or is under common control with Consultant, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

Not a Sanctioned Company. Consultant represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Consultant and each of its parent company, wholly- or

majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

No Boycott of Israel. Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities. Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies. Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.”

ARTICLE 6

6.1. **Captions:** The captions at the beginning of the articles and sections of this Contract are guides and labels to assist in locating and reading such articles and sections and, therefore, will be given no effect in construing this Contract and shall not be restrictive of or be used to interpret the subject matter of any article, section, or part of this Contract.

6.2. **Acceptances and Approvals:** Any acceptance or approval by the Authority, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of Consultant, its employees, agents, Sub-Consultants, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Contract, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the Authority, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by Consultant, its employees, agents, Sub-Consultants or suppliers pursuant to this Contract.

6.3. **Inspections and Audits:** Representatives of the Authority shall have the right to (1) examine and review all books, records, and billing documents which are directly related to performance or payment under this Contract, and (2) inspect all places where work is undertaken in connection with this Contract. Consultant shall maintain such books, records, and billings for three years after the cessation of its duties under this Contract. This right of audit extends to the records of Consultant's Sub-Consultants, and Consultant's agreements with its Sub-Consultants shall provide this right to the Authority.

6.4. **Mediation:** At the sole option of the Authority, any claim, dispute or other matter in question arising out of or related to this Contract shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Houston, Texas.

6.5. **Business Ethics Clause:** During the course of pursuing agreements, and the course of performance of this Contract, Consultant and its Professional Sub-Consultants and vendors will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No gifts, entertainment, payments, loans, or other considerations shall be made to any Authority personnel, its contractors, or consultants, or to family members of any of them. At any time Consultant believes there may have been a violation of this obligation, Consultant shall notify the Authority of the possible violation. The Authority is entitled to request a representation letter from Consultant, its consultants, or

vendors at any time to disclose all things of value passing from Consultant, its consultants or vendors to Authority personnel, its contractors, and consultants.

6.6. **Construction Budget:** If a construction budget for a Project is indicated in an exhibit to this Contract or a Work Order, Consultant will use its best efforts to design such Project so that it is likely that the Project may be constructed within that budget. At any point Consultant becomes reasonably aware that the construction budget will likely be exceeded, Consultant will notify Authority in writing of its awareness of that likelihood.

6.7. **Intentionally Omitted.**

6.8. **Ambiguities:** In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

6.9. **Entire Agreement:** This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are not other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the subject matter hereof, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

6.10. **Survival:** Consultant shall remain obligated to the Authority under all clauses of this Contract that expressly or by their nature extend beyond the expiration or termination of the term of this Contract, including but not limited to the provisions of Section 2.12, Ownership of Documents.

6.11. **Ineligible Costs:** In the event all or any portion of the Project is determined by the Authority or the City, in their sole discretion, to be an ineligible project cost under the Tri-Party Agreement or Chapter 311 of the Texas Tax Code, as amended, the payments to the Consultant shall be reduced by the amount attributable to the ineligible project component. If the Authority has already paid the Consultant for such ineligible project cost in accordance with this Contract, the Parties hereby agree that (i) the amount paid by the Authority for such ineligible project costs shall be offset against future payments by the Authority, or (ii) in the event there are not future payments to be made by the Authority, or such amounts are insufficient, the Consultant shall reimburse the Authority for such amount owed within thirty (30) days of receipt of written notice from the Authority.

6.12. **Severability:** If any part of this Contract is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

6.13. **Written Amendment:** Unless otherwise specified elsewhere in this Contract, this Contract may be amended only by written instrument executed on behalf of the Authority and the Consultant. The President is only authorized to perform the functions specifically delegated to him or her in this Contract.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

SWA GROUP INCORPORATED

By: _____

Name: _____

Title: _____

APPROVED BY:

CITY OF HOUSTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
WORK ORDER FORM

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY
WORK ORDER #[]

[DATE]

[ADDRESSEE]

Re: Services for Memorial-Heights Redevelopment Authority

Dear [],

The Memorial-Heights Redevelopment Authority ("Authority") hereby issues this Work Order #[], pursuant to the Master Contract for Professional Services ("MC") entered into between the Authority and SWA Group Incorporated ("SWA"). The MC is hereby incorporated herein for all purposes.

The Work:

The Work and schedule of Work items to be completed (Deliverables) as of the dates signified are as follows:

[1. _____. (____).]

[2. _____. (____).]

FEES:

[1] Fees for the Work shall not exceed \$_____.

[Insert Fee Schedule detailing fees for the Work, including reimbursable costs]

Or

[2] Fees for the Work shall be ____% of the Construction Cost.

The Fees may be negotiated for as one or a combination of option [1] and [2].

Best regards,

President,
Memorial-Heights Redevelopment Authority

EXHIBIT “B”

HOURLY BILLING RATE SCHEDULE

DRAFT

EXHIBIT “C”

SUBCONTRACTOR’S ASSIGNMENT OF COPYRIGHT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

1. **SWA GROUP INCORPORATED** (“Consultant”) has entered into a Contract with the **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY** (“Authority”) to provide construction design services, as well as related support and consulting services (“Services”).

2. _____ (“Subcontractor”) is or will be providing services for Consultant related to its Contract with the Authority.

3. In the course of Subcontractor’s work for Consultant related to the provision of Services to the Authority, Contract Documents and other work products will be produced by Subcontractor for the benefit of the Authority for which Subcontractor will be compensated by Consultant.

4. Contract Documents include but are not limited to reports, charts, analyses, maps, letters, tabulations, computer programs, exhibits, notes, models, photographs, the original transparencies of all drawings, all graphic and written information prepared or assembled by Subcontractor and all other work products obtained or prepared by Subcontractor as part of its services for Consultant.

5. For and in consideration of the foregoing, the Subcontractor shall grant and assign and hereby does grant and assign to the Authority all right, title, interest and full ownership worldwide in and to any work, invention and all Contract Documents, or any modifications or improvements to them, and the copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights therein, that are discovered, conceived, developed, written or produced by the Subcontractor, its agents and employees pursuant to its contract with Consultant (collectively, “Works”), to have and to hold the same unto the Authority absolutely.

6. The Subcontractor agrees that neither it nor any of its agents and employees shall have any right to assert or establish a claim or exercise any of the rights embodied in any copyrights, patents, trademarks, trade secrets and any other possessory or proprietary rights related to the Works. If requested by the Consultant, the Subcontractor shall place a conspicuous notation upon any such Works which indicates that the copyright, patent, trademark or trade secret thereto is owned by the Authority.

7. The Subcontractor shall execute all documents required by the Consultant and the President of the Authority ("President") to further evidence such assignment and ownership. The Subcontractor shall cooperate with the Consultant and the Authority in registering, creating, or enforcing any copyrights, patents, trademarks, trade secrets or other possessory or proprietary rights arising hereunder. If any assistance by the Subcontractor is requested and rendered pursuant to this Section, the Authority shall reimburse the Subcontractor for all out-of-pocket expenses incurred by the Subcontractor in rendering such assistance, subject to the availability of funds. On termination of the Subcontractor's contract with Consultant or upon request by the President, the Subcontractor shall deliver all Works to the Authority. The Subcontractor agrees that its agents and employees performing work hereunder are bound by the terms of this Assignment.

IN WITNESS HEREOF, Subcontractor has executed this Assignment as of this _____ day of _____, 20____.

SUBCONTRACTOR

By: _____

Name: _____

Title: _____

**MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY
WORK ORDER #1**

February 25, 2025

Mr. Scott McCready
Principal
SWA Group
712 Main Street, 6th Floor
Houston, Texas
77009

Re: Services for Memorial-Heights Redevelopment Authority

Dear Mr. McCready,

The Memorial-Heights Redevelopment Authority (“Authority”) hereby issues this Work Order #1, pursuant to the Master Contract for Professional Services (“MC”) entered into between the Authority and SWA Group, Inc (“SWA”). The MC is hereby incorporated herein for all purposes.

The Work:

The Work and schedule of Work items to be completed (Deliverables) as of the dates signified are as follows:

1. **PROJECT DESCRIPTION:** The LANDSCAPE ARCHITECT shall provide the requested services for Park and Public Space Planning and Design for Stude Park, Houston, Texas.
2. **SCOPE OF SERVICES:** The LANDSCAPE ARCHITECT shall perform tasks as identified in the attached Scope of Services for the project.
3. **FEES:** The LANDSCAPE ARCHITECT shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed the amount of \$205,000.

Base Services	\$170,000
Optional Additional Service for:	
Comprehensive Conceptual Lighting Design	\$30,000
Reimbursable Expenses	\$5,000
Total	\$205,000

Best regards,

President,
Memorial-Heights Redevelopment Authority

SWA Houston

The Jones on Main
712 Main Street, 6th Floor
Houston, Texas
77002
+1.713.868.1676
www.swagroup.com

February 25, 2025

Memorial Heights Redevelopment Authority
1330 Post Oak Boulevard, Suite 2650
Houston, Texas 77056

Attn: Ms. Sherry Weesner

Re: Scope of Services for Stude Park – Park and Public Space Planning and Design
(Houston, Texas)

Dear Sherry:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above. This Agreement is by and between SWA Group (SWA), a California corporation, and Memorial Heights Redevelopment Authority (the Client), Houston, Texas.

I. APPROACH AND UNDERSTANDING

The following proposal outlines services associated with the development of conceptual design plans for improvements to Stude Park, located on the north bank of White Oak Bayou and generally bound by White Oak Drive, Usener Street, and Studemont Street. The goal of the project is the identification of feasible long-term and near-term improvements to the park that will address existing maintenance issues and provide targeted improvements to enhance park programming for a broad segment of the community it serves.

Key design considerations to be studied include, but may not be limited to:

- Identification of expanded park programming opportunities
- Enhancement of existing park features and facilities
- Improve park security and safety
- Repair and/or improvements associated with ongoing deferred maintenance issues
- Enhancement of the existing urban forest within the park
- Connectivity Improvements
- Integration of flood resilience measures
- Improvements to park legibility, identity and character

II. SCOPE OF SERVICES

The following services will be provided within a three-step process for the development of conceptual design for the project.

STEP 1: Project Discovery (Duration: 6 weeks)

The goal of this step is to develop a thorough understanding of existing site conditions, assets, use patterns, site issues, and opportunities that will shape the thinking behind proposals for future park improvements. Key tasks to be performed include, but may not be limited to:

1. Project Kickoff Meeting:

At the start of the project, SWA will meet with the MHRA team to review and discuss the goals for the project, review the project work plan and schedule, and identify key stakeholders to be

engaged over the course of the conceptual design effort. At this time, available project resources will be identified and coordinated for use in developing base materials for the work.

SWA will prepare an outline for stakeholder and public engagement to be reviewed for feedback from MHRA and HPARD representatives. Initial considerations will include online outreach, surveys, and potential dates and venues for public workshops and presentations. Based on the feedback solicited, a final stakeholder and public engagement outline will be established and integrated into the overall project work plan and schedule.

2. Base Map Preparation:

Assemble available materials for the preparation of base maps and related analysis efforts. Existing site surveys, GIS data sets, high-resolution aerial photography, and related publicly available information will be synthesized into digital base maps suitable for site analysis and conceptual design studies. A 3D study model articulating existing site topography, architectural massing, tree locations, and related site features will be developed for use in future graphic communication of proposed improvements across the site.

3. Site Investigations:

Visit the project site to photo-document existing conditions within the site for use in the development of design concepts. Site visits will cover both day and nighttime settings, as well as weekday and weekend use patterns. SWA will work with HPARD to determine schedules for park utilization related to sports facilities and community center programs to understand the park's active use patterns and needs.

Utilizing both observed conditions and available site data, the SWA team will assess key existing site conditions that will factor into the development of design improvement opportunities and recommendations for the project, including but not limited to:

- Environmental factors, including shade, sun, and wind analysis
- View Shed Analysis
- Existing trees and landscape character
- Sports fields
- Site circulation and access (pedestrian and vehicular)
- Existing site furnishings and amenities
- Playgrounds
- Art features
- Signage and Wayfinding
- Site and sports field lighting
- Grading and drainage
- Site Utilities
- Bayou hydrology, floodplain elevations, and summary of historical flood data
- Overall site utilization and programming
- Community Center Facilities**
- Pool Facilities Assessment (MEP, Conditions Assessment and Code Review)

***Note: Assessment of observed conditions only for general understanding of conditions for existing community center and pool buildings. Detailed assessment of architectural building space utilization, structural/MEP conditions, general code compliance, or related detailed architectural or engineering investigations are not included in this contract and can be provided as an optional, additional professional service.*

4. Park Management Interviews:

SWA will conduct interviews with key stakeholders from HPARD and HPD who oversee park maintenance, operations, and security.

5. Park Context Analysis:

SWA will provide a summary of relevant park contextual considerations, including, but not limited to:

- Neighborhood Adjacencies and Character
- Site access and neighborhood connectivity
- Off-site view shed analysis
- Potential impacts from the planned TXDOT I10 improvement project

6. Opportunities and Constraints Summary:

Based on the investigations undertaken in STEP 1, the SWA team will prepare a park Opportunities and Constraints Summary document utilizing a combination of composite mapping, site photo inventory, and narrative summary outlining key considerations to be factored into the next phase of design. This document will outline the park's physical character and constraints, operational needs, improvement priorities, and potential programming opportunities.

7. Project Stakeholder Interviews and Meetings:

Over the course of Step 1, SWA will conduct a 50% Site Investigations progress meeting, up to (2) interviews with key HPARD operations and maintenance personnel, and (1) interview with HPD for a review of site security. At the conclusion of Step 1, a 100% Summary Presentation will be facilitated by SWA for review of all materials and identification of priorities for the next step of work.

SWA will prepare materials for posting on the MHRA website, as well as create an online survey outlining key questions and soliciting comments regarding existing park issues and desired improvements. Working with HPARD, MHRA, and local neighborhood representatives, SWA will work to coordinate the distribution of the survey across relevant online portals managed by Civic Associations, Super neighborhood groups, and related representative organizations.

8. Deliverables:

- a. Meeting 1 – Project Kickoff
- b. Meeting 2 - 50% Step 1 Review
- c. Operations and Security Interviews (up to 3)
- d. Base Maps and 3D Model
- e. Site Investigations Report
- f. Opportunities and Constraints Summary
- g. Meeting 3 - 100% Step 1 Summary Presentation
- h. Public Engagement – online survey (English and Spanish)

STEP 2: Project Ideation (Duration: 8 weeks)

In this step of work, our primary objective will be to explore various design options within the constraints of a \$1 million short-term budget while also considering long-term vision opportunities. Findings and feedback from Step 1 will form the basis of improvement recommendations while also testing site design and programming opportunities in alignment with the identified needs of the park. The goal of this effort will be to not only address key needs for the park but also explore site utilization and improvements that offer opportunities for expanded and flexible programming opportunities, strengthening of the overall park identity and the establishment of an active social hub for the community.

1. Conceptual Design Framework Studies:

SWA will develop three (3) high-level conceptual design framework plans, each articulating the design approach for review with the client. Design studies will include plans and sections developed utilizing a combination of computer-generated and hand graphics. Design

reference images and 3D vignettes may be incorporated as required to articulate the design proposal.

2. Cost Estimating:

Prepare order-of-magnitude cost estimate in alignment with proposed conceptual design studies with preliminary identification of both potential short and long-term improvements.

3. Meeting 4 - Concept Design Review:

Conduct an in-person design review meeting with the MHRA team and key stakeholders to present and refine the conceptual studies. During the workshop, the design team will work with the Client to refine presented concepts into a single design approach suitable for further refinement in the next stage of work.

4. Public Engagement Workshop 1:

Conduct an in-person public workshop utilizing facilitated engagement methods to solicit and document public feedback on proposed park improvements, as well as ideas and content generated by community participants. Workshop format may include a combination of project presentations, interactive 'game' style engagement, and facilitated discussions. Boards, digital presentations, and/or facilitation materials will be provided by SWA. Securing of the venue and associated public notices will be coordinated with MHRA and HPARD as required prior to the event.

5. Deliverables:

- (3) Conceptual Design Framework Plans
- Sections and/or 3D Vignettes
- Reference Images
- Order-of-magnitude Cost Estimate
- Meeting 4: Concept Design Review
- Public Engagement Workshop 1

STEP 3: Final Concept Design (Duration: 10 weeks)

1. Final Concept Design:

Based on the findings from Workshop 1, SWA will prepare a refined design concept integrating identified improvement priorities into a cohesive design scheme articulating the design's functional requirements, character, and materiality. Final concepts are to be articulated through a combination of plans, sections, 3D graphics, reference images, and design narratives. Key elements to be articulated within the study include, but may not be limited to, enhancements relating to:

- Roadway configuration, vehicular access, and parking
- Pedestrian and cyclist circulation
- Programming spaces, social activity zones and event infrastructure
- Edges and landscape buffers
- Site furnishings (seating elements, bollards, bike racks, waste receptacles, etc)
- Water Features (if any)
- Playground Enhancements and related site activity components
- Hardscape walls, steps, plazas and pathways
- Site and Sports Field Lighting (photometric assessment and detailed conceptual design to be an optional additional service)
- Electrical Service for Events
- Monument and wayfinding signage
- Tree preservation and planting
- Landscape character and materials
- Shade study based on proposed improvements
- Shade structures, screens, fences, and related architectural elements

- Integration of public art
 - Site Grading and Drainage
 - Hydrology and stormwater mitigation requirements (if any)
 - Urban soil improvements
 - Site Security Enhancements
 - General Improvements to Existing Community Center and Pool Facilities
2. Prepare Final Conceptual Design package materials, including:
 - a. Prepare overall 3D conceptual design model for use in articulating the scale, character, and materiality of proposed improvements, inclusive of:
 - i. Overall 3D aerial perspective
 - ii. Up to (6) at-grade perspectives
 Renderings will be prepared utilizing 3D graphic software (Lumion or D5) and developed in a conceptual-level style.
 - b. Prepare function diagrams articulating site circulation, access, lighting, program zones, and landscape typologies.
 - c. Phasing diagram articulating both near-term and long-term improvements in alignment with phase 1 budget resources.
 - d. Estimate of probable construction costs in alignment with the proposed conceptual design for the project. Estimates are to be correlated to project phasing within established budgets for the project.
 3. Meeting 5 - Final Concept Design Summary Presentation:
Conduct an in-person design summary presentation with the MHRA team and project stakeholder representatives to review the final concept design.
 4. Based on feedback and comments received during the summary presentation, make final revisions to the concept design for inclusion in the final conceptual design report.
 5. Conceptual Design Report:
Prepare an 11x17 electron PDF document summarizing Site Investigation studies, Conceptual Framework Alternatives studies, final Concept Design deliverables, design narratives, phasing plan and estimate of probable construction costs.

Deliverables:

- Final Rendered Conceptual Design Plan (Short Term Plan / Long Term Vision)
- Enlargement Plans
- Site Sections
- Design Diagrams
- Rendered 3D Vignettes
 - (1) Aerial Perspective
 - (6) At-Grade
- Reference Images
- Project Phasing Plan
- Estimate of Probable Construction Costs
- Meeting 5 - Final Concept Design Summary Presentation
- Public Presentation
- Conceptual Design Report

III. CONSULTANTS

The following consultants will be contracted to SWA for professional services relating to this project:

- Civil Engineering - CSF Consulting Inc.
- Swimming Pool Engineer – Watts Pools
- Lighting Design – G2LD (Optional Additional Service)

The following services are not a part of this proposal but can be provided as required under the terms of a separate agreement:

- Professional Public Engagement services outside of those included identified within the project scope.
- Architectural services pertaining to detailed building assessments and design.
- Wayfinding and Graphic design

IV. SCHEDULE

The overall schedule for the conceptual design project is anticipated to be 6 months.

At the start of the project, a detailed schedule will be developed incorporating targeted milestones for reviews, stakeholder input, and public engagement.

V. FEES AND TERMS

Base Services described above shall be provided for the fixed sum of One Hundred and Seventy Thousand dollars (\$170,000) in accordance with the terms and conditions of the Master Contract attached hereto and which is incorporated and made part of this Agreement by reference. Optional Additional Services (Lighting Design) and Reimbursable Expenses are listed below.

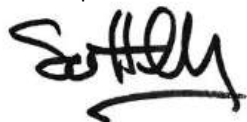
Base Services:	\$170,000
Optional Additional Services:	
Lighting Assessment and Comprehensive Conceptual Design:	\$30,000
Reimbursable Expenses:	\$5,000

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA Group



Scott McCready
Principal
Landscape Architect, TX License #3140

Kinder Baumgardner
Contracting Agent
Landscape Architect, TX License #2700

Landscape Architects are licensed by the State of Texas.



Westcott/Washington Traffic Study (P-2025) Update

Memorial Heights Redevelopment Authority

February 2025

Monthly Discussion Topics

1. Scope – Review of safety data for the pedestrian and bicycle crossings within the corridor and approaches to the roundabout.
2. Schedule – Report Completion March 2025

Last Month's Accomplishments

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

- ✓ Gathered and evaluated existing data related to safety.
- ✓ Received and evaluated Washington Corridor Study data.
- ✓ Conducted site visits to observe how pedestrians and cyclists are crossing the corridor.
- ✓ Conducted traffic counts.
- ✓ Prepared draft report and prepared for presentation to the Board.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Present findings and recommendations to the Board.
- ✓ Incorporate comments or questions from the Board and finalize the report.

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?

- ✓ None at this time.



Interim Review:
This Document is released for Review Only under
the authority of Emily F. Moran, P.E., PTOE
Texas No. 138135 on February 20, 2025.

Traffic and Safety Study for Washington Avenue and Westcott

Prepared For:
Memorial Heights Reinvestment Authority
(TIRZ No. 5)

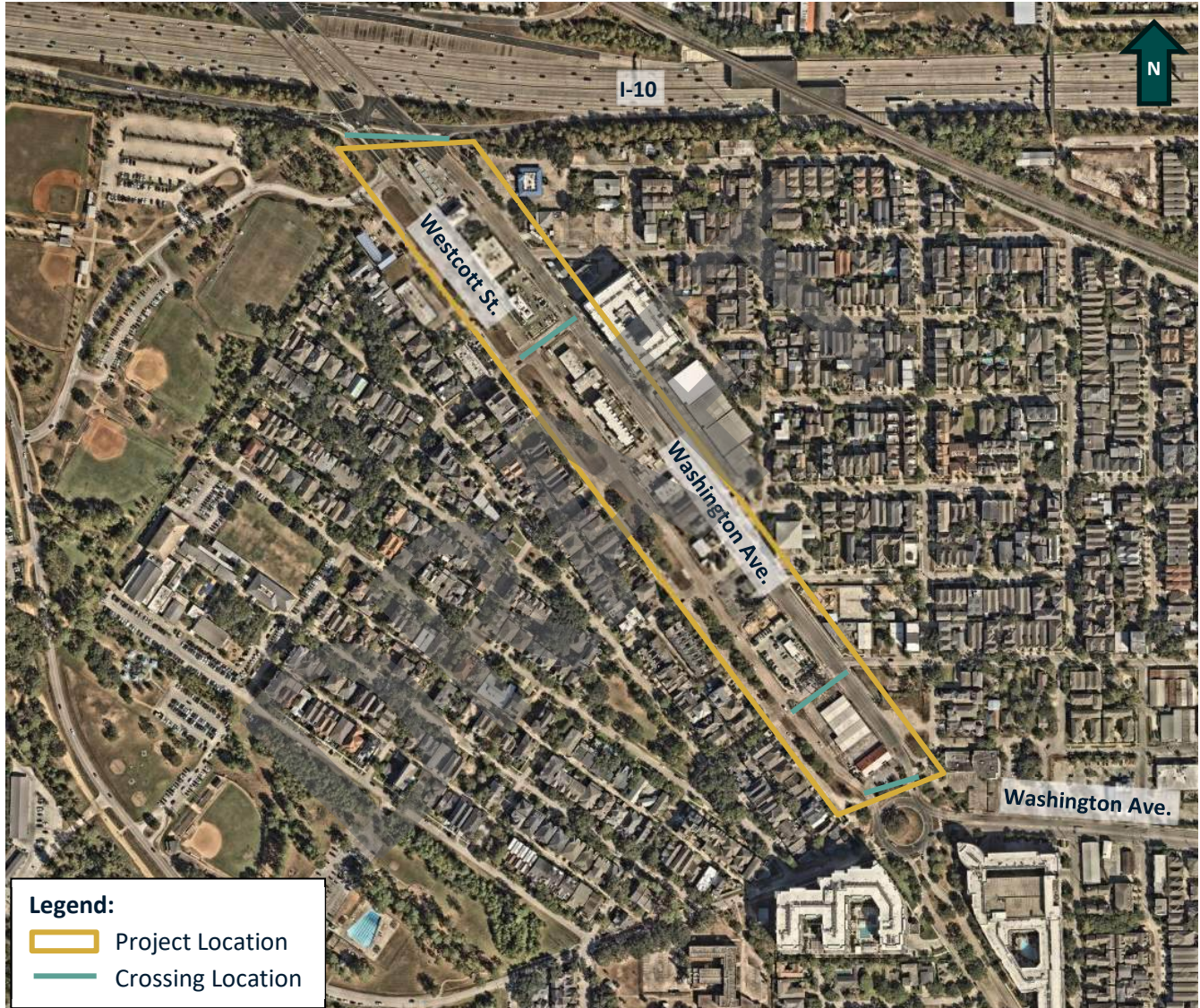
February
2025



Introduction

Quiddity performed a traffic and safety study on the corridors of Washington Avenue and Westcott Street between I-10 and existing roundabout on behalf of Memorial Heights Redevelopment Authority (MHRA)/Tax Increment Reinvestment Zone (TIRZ) 5. The study focused on crash analysis and identifying safety counter measures for the corridors for all roadway users.

Figure 1: Project Location



Existing Conditions

Washington Avenue is a northbound roadway and is classified as a Major Thoroughfare per the City of Houston 2024 Major Thoroughfare and Freeway Plan. It has four lanes in the northbound direction, a posted speed limit of 35 mph, and is free flow throughout the extents of the study area. Illumination is present. From I-10 to Hamman Street, it was identified as a vision zero high injury network (2022).

Westcott Street is a southbound roadway and is classified as a Major Thoroughfare per the City of Houston 2024 Major Thoroughfare and Freeway Plan. It has three lanes in the southbound direction, a posted speed limit of 35 mph, and is free flow throughout the extents of the study area. Illumination is present.

Surrounding Land Uses

- Memorial Park
- Residential Homes
- Multifamily Apartments
- Gas Station and vehicle services
- Office Buildings
- Restaurants
- Storage
- Church
- Schools

Pedestrian Facilities

- Marked crossing on Washington Avenue and Westcott Street at Durford Street
- Marked crossing on Washington Avenue and Westcott Street at Schuler Street
- Marked crossing at Washington/Westcott Roundabout
- Signalized crossing at I-10

Bike Facilities

- No existing dedicated bike facilities on Washington Avenue or Westcott Street
- Planned bike facilities: Dedicated High Comfort, On-Street per the City of Houston Bike Plan

Transit Facilities

- Existing bus stops on Westcott Street near Durford Street and Coppage Street
- Existing bus stops on Washington Avenue near Schuler Street, Dell Street and Hamman Street

Figure 2: Project Area



Existing Speed and Pedestrian/Bicyclist Data

Speed data and volume data were collected on the corridor and is summarized in **Table 1**. Pedestrian/Bicyclist crossing data was collected on the corridor from 9 AM – 2 PM on a Saturday, with a peak between 10 AM – 12 PM, and is summarized in **Figure 3** and **Table 2**.

Table 1 – 85th Percentile Speed Data

Location	Speed Limit (mph)	85th Percentile Speed (mph)	24-Hour Volume (vehicles)
Westcott Street (south of Durford Street)	35	39	13,413
Washington Avenue (south of Schuler Street)	35	36	10,024

Figure 3 – Marked Crossing Data



Table 2 – Marked Crossing Data

Time	Hourly Pedestrians and Bikes (Crossing Washington/ Crossing Schuler)
9:00-10:00 AM	2/25
10:00-11:00 AM	15/28
11:00-12:00 PM	6/25
12:00-1:00 PM	2/23
1:00-2:00 PM	3/10
2:00-3:00 PM	5/18
Total	33/129

Time	Hourly Pedestrians and Bikes (Crossing Westcott/ Crossing Durford)
9:00-10:00 AM	1/9
10:00-11:00 AM	1/16
11:00-12:00 PM	2/17
12:00-1:00 PM	3/10
1:00-2:00 PM	0/5
2:00-3:00 PM	1/8
Total	8/65

Crash Data

Crash data provided by TxDOT's Crash Records Information System (CRIS) was reviewed for the last 5 years (1/1/2020 – 12/31/2024). The review included crash hot spots, crash type and crash severity. A summary of crash data is provided in **Table 3** and **Table 4**. No fatalities were identified. A heat map of the crash data is provided in **Figure 4**, with specific call outs for crash locations that involved pedestrians.

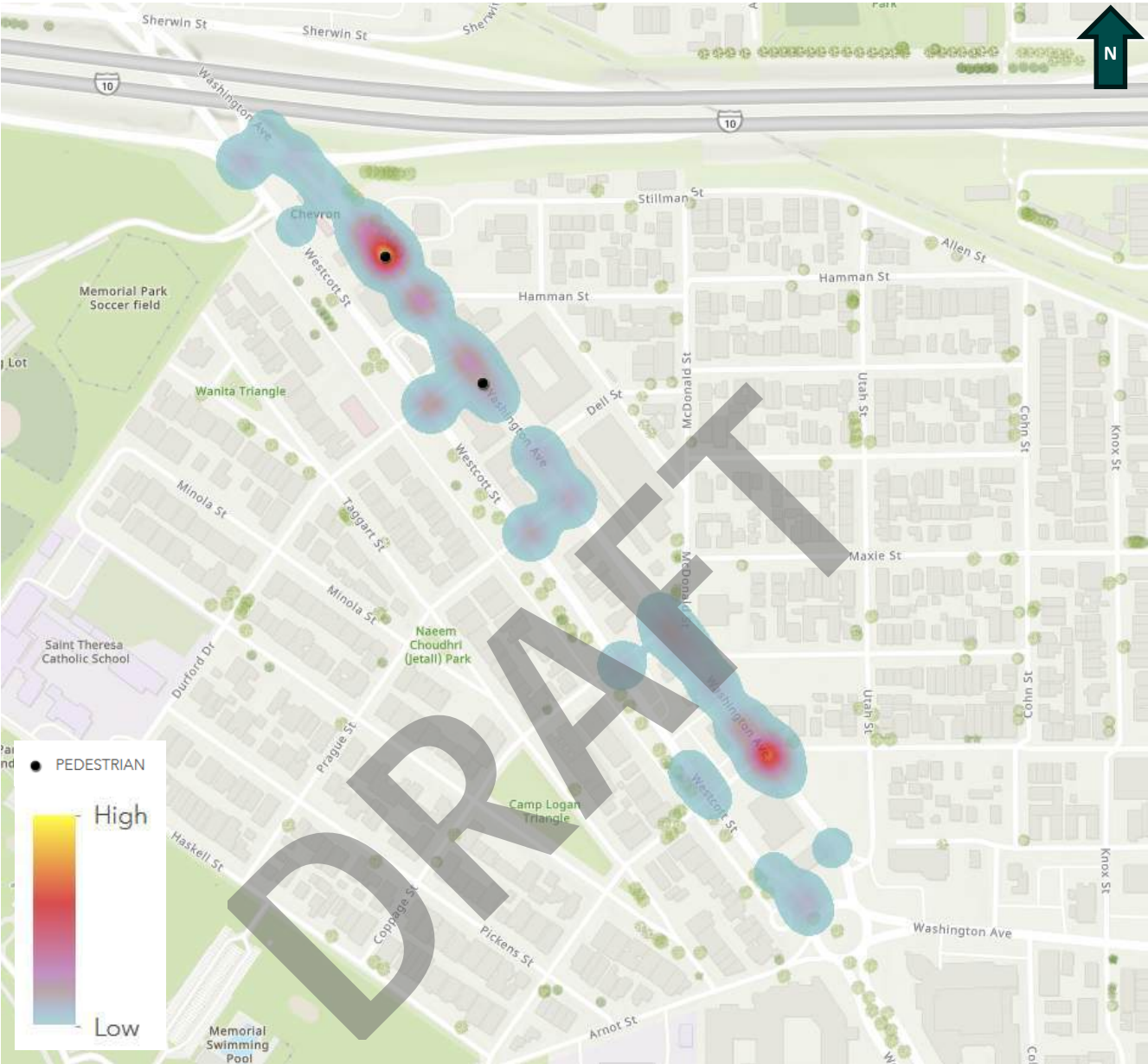
Table 3 – Crash Data by Severity

Year	Total Crashes	Crash Severity					
		Fatal Injury	Suspected Serious Injury	Suspected Minor Injury	Possible Injury	Non-Injured	Unknown
2020	15	0	0	1	3	9	2
2021	18	0	0	0	4	14	0
2022	23	0	0	1	1	20	1
2023	36	0	0	3	7	21	5
2024	32	0	0	2	3	27	0
Total	124	0	0	7	18	91	8

Table 4 – Crash Data by Unit Type

Year	Total Crashes	Unit Type			
		Motor Vehicle	Trailer	Pedestrian	Bicyclist
2020	28	28	0	0	0
2021	36	36	0	0	0
2022	46	45	1	0	0
2023	71	69	1	1	0
2024	64	61	2	1	0
Total	245	239	4	2	0

Figure 4: Crash Data Heat Map



Site Visit Observations

A site visit was performed on a Saturday afternoon in clear weather to observe vehicle, bicycle, and pedestrian activities and to document the project area. The following observations were made:

- During the ~1 hour long site visit, approximately 8 bikers and/or pedestrians were observed in the project area
- Confirmed no bike lanes on roadways
- Pedestrians observed to cross at most convenient cross-street, did not utilize the marked crossings more regularly than other cross streets. Distance to marked crossings appeared too significant for pedestrians to walk to in order to cross street
- As a pedestrian, speed did not appear to be excessive and gaps in vehicles were great enough to cross
- Residential homes border Westcott Street on west side but generally there is no sidewalk on the west side and pedestrians observed to be walking in grass median
- Significant number of driveways for vehicles turning onto Washington Avenue and Westcott Street that pedestrians and bikers need to be observant of when trying to cross or when walking north/south on the sidewalk between Washington Avenue and Westcott Street (see **Figure 5**)
- Generally, striping on project corridor is faded or does not exist
- At the marked crossing near Schuler Street
 - No existing ramps at Westcott Street for marked crossing (existing ramp on northside side Schuler Street)
 - No existing ramp at Washington Avenue on west side
 - No existing sidewalk on south side of Schuler Street to connect the marked crossing between Westcott Street and Washington Avenue
 - Significant distance for pedestrians to cross
- At the marked crossing near Durford Street
 - Old crosswalk striping on southside at Westcott Street does not appear to be adequately removed
 - Crossing switches from north side to south side of Durford Street between Washington Avenue and Westcott Street
 - No existing ramp at Washington Avenue on east side
 - Existing ramp at Washington Avenue on west side is deteriorated

Figure 5: Driveway Locations



Roundabout Operation Observations

Site observations and a signage inventory were completed for the entering leg of Westcott Street and the exiting leg of Washington Avenue at the Washington/Westcott Roundabout. It was observed that there are 18 signs within 600' of the roundabout entry on Westcott Street; the signage may overwhelm drivers and reduce effectiveness of signage. An exhibit was prepared and is attached for reference. The roundabout has speed tables at the entry and exit on Westcott Street and Washington Avenue, respectively, which provides a physical reminder to drivers of a change of context to the area.

Recommendations (Short/Mid Term)

1. Coordinate with local enforcement agencies to increase enforcement on the corridor regarding speed
2. Review existing signage and consider reducing signage from Durwood Street to Washington/Westcott Roundabout to better set driver expectations
3. Review lane drop occurring between Durwood Street and consider modifying to meet Manual on Uniform Traffic Control Devices (MUTCD) standards for pavement markings and signage.
4. Consider installing improvements at the existing marked pedestrian crossings near Durford Street and Schuler Street to facilitate safer crossings (see exhibits on following pages). High-visibility crosswalks can reduce pedestrian injury by up to 40% and advance yield or stop markings and signs can reduce pedestrian crashes up to 25% per the FHWA Proven Safety Countermeasures.
5. Consider refreshing pavement markings throughout project limits to enhance safety on the corridor, including cross streets. Installing pavement markings can reduce crashes by up to 20% per TxDOT Highway Safety Improvement Program Guidelines.

Recommendations (Mid/Long Term)

1. Consider push button activated rectangular rapid flashing beacons (RRFB) at marked crosswalks to increase driver awareness of crossings. RRFBs can reduce pedestrian crashes by up to 47% and increase motorist yielding rates up to 98% per the FHWA Proven Safety Countermeasures.
2. Consider installing High Comfort, Dedicated On-Street, bike facilities on Westcott Street and Washington Avenue to comply with the City of Houston Bike Plan. Bicycle lanes can reduce crashes by up to 30-53% per the FHWA Proven Safety Countermeasures.

Exhibits

Recommendations at Schuler Street

Recommendations at Durford Street

Existing Signage near Washington/Westcott Roundabout

Attachments

FHWA Proven Safety Countermeasure Fact Sheets

k:\14760\14760-0029-01 Westcott and Washington Traffic Study\2 Design Phase\Reports\Exhibits\Improvement Exhibits.dgn 02/20/25 4:13:58 PM



FIGURE 1



FIGURE 2



DRAFT

WASHINGTON AT WESTCOTT
SAFETY STUDY
SCHULER STREET
RECOMMENDATIONS

QUIDDITY

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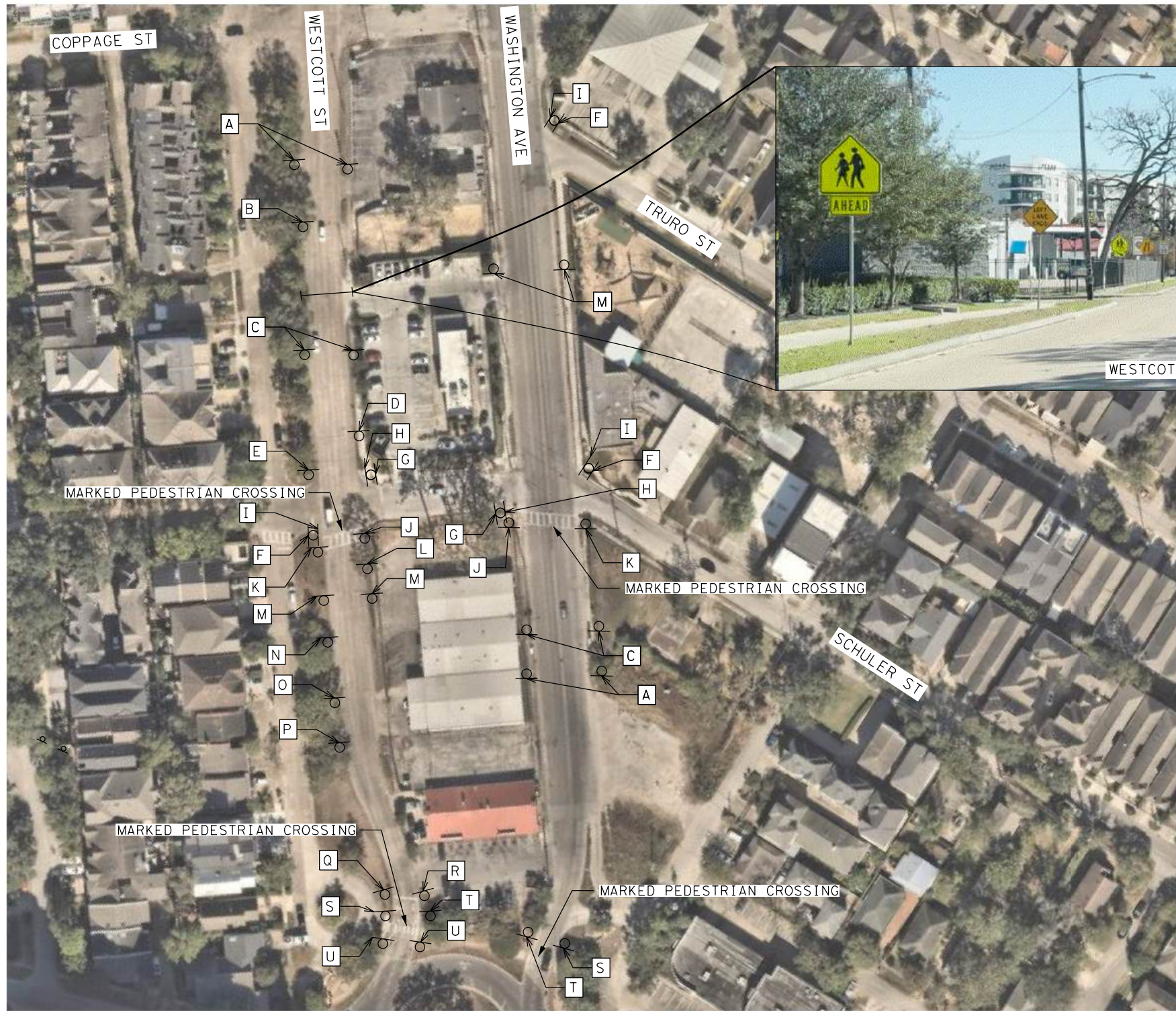
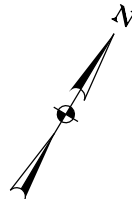
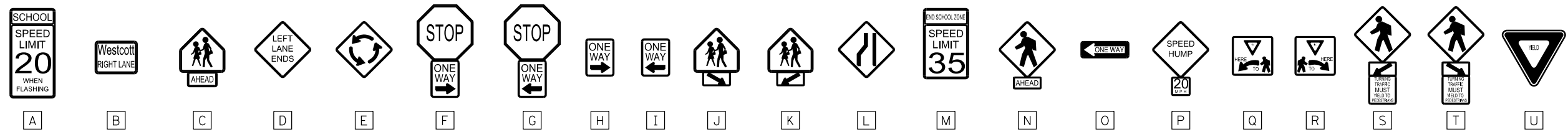
FIGURE 1



FIGURE 2



EXISTING SIGNS



DRAFT

WASHINGTON AT WESTCOTT
SAFETY STUDY
EXISTING SIGNAGE
EXHIBIT

QUIDDITY

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Safety Benefits:

RRFBs can reduce
crashes up to:

47%

for pedestrian crashes.⁴

RRFBs can increase motorist
yielding rates up to:

98%

(varies by speed limit, number
of lanes, crossing distance,
and time of day).³



RRFBs used at a trail crossing.
Source: LJB

Rectangular Rapid Flashing Beacons (RRFB)

A marked crosswalk or pedestrian warning sign can improve safety for pedestrians crossing the road, but at times may not be sufficient for drivers to visibly locate crossing locations and yield to pedestrians. To enhance pedestrian conspicuity and increase driver awareness at uncontrolled, marked crosswalks, transportation agencies can install a pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) to accompany a pedestrian warning sign. RRFBs consist of two, rectangular-shaped yellow indications, each with a light-emitting diode (LED)-array-based light source.¹ RRFBs flash with an alternating high frequency when activated to enhance conspicuity of pedestrians at the crossing to drivers.

Transportation agencies should refer to the *Manual on Uniform Traffic Control Devices (MUTCD)* for information on the application of RRFBs.¹

Applications

The RRFB is applicable to many types of pedestrian crossings but is particularly effective at multilane crossings with speed limits less than 40 miles per hour.² Research suggests RRFBs can result in motorist yielding rates as high as 98 percent at marked crosswalks, but varies depending on the location, posted speed limit, pedestrian crossing distance, one- versus two-way road, and the number of travel lanes.³ RRFBs can also accompany school or trail crossing warning signs.

RRFBs are placed on both sides of a crosswalk below the pedestrian crossing sign and above the diagonal downward arrow plaque pointing at the crossing.¹ The flashing pattern can be activated with pushbuttons or passive (e.g., video or infrared) pedestrian detection, and should be unlit when not activated.

Considerations

Agencies should:²

- Install RRFBs in the median rather than the far-side of the roadway if there is a pedestrian refuge or other type of median.
- Use solar-power panels to eliminate the need for a power source.
- Reserve the use of RRFBs for locations with significant pedestrian safety issues, as over-use of RRFB treatments may diminish their effectiveness.

Agencies shall not:²

- Use RRFBs without the presence of a pedestrian, school or trail crossing warning sign.
- Use RRFBs for crosswalks across approaches controlled by YIELD signs, STOP signs, traffic control signals, or pedestrian hybrid beacons, except for the approach or egress from a roundabout.

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/techSheet_RRFB_2018.pdf.

DATA

1 Manual on Uniform Traffic Control Devices (MUTCD), Chapter 4L. FHWA, (2023).

2 "Rectangular Rapid Flash Beacon" in PEDSAFE: Pedestrian Safety Guide and Countermeasure Selection System, FHWA, (2013).

3 Fitzpatrick et al. "Will You Stop for Me? Roadway Design and Traffic Control Device Influences on Drivers Yielding to Pedestrians in a Crosswalk with a Rectangular Rapid-Flashing Beacon." Report No. TTI-CTS-0010. Texas A&M Transportation Institute, (2016).

4 (CMF ID: 9024) NCHRP Research Report 841 Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments, (2017).



Proven Safety Countermeasures



Safety Benefits:

Sidewalks

65-89%

reduction in crashes involving pedestrians walking along roadways.³

Paved Shoulders

71%

reduction in crashes involving pedestrians walking along roadways.³

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=1.

Walkways

A walkway is any type of defined space or pathway for use by a person traveling by foot or using a wheelchair. These may be pedestrian walkways, shared use paths, sidewalks, or roadway shoulders.

With more than 6,200 pedestrian fatalities and 75,000 pedestrian injuries occurring in roadway crashes annually,¹ it is important for transportation agencies to improve conditions and safety for pedestrians and to integrate walkways more fully into the transportation system. Research shows people living in low-income communities are less likely to encounter walkways and other pedestrian-friendly features.²

Well-designed pedestrian walkways, shared use paths, and sidewalks improve the safety and mobility of pedestrians. Pedestrians should have direct and connected network of walking routes to desired destinations without gaps or abrupt changes. In some rural or suburban areas, where these types of walkways are not feasible, roadway shoulders provide an area for pedestrians to walk next to the roadway, although these are not preferable.

Transportation agencies should work towards incorporating pedestrian facilities into all roadway projects

unless exceptional circumstances exist. It is important to provide and maintain accessible walkways along both sides of the road in urban areas, particularly near school zones and transit locations, and where there is a large amount of pedestrian activity. Walkable shoulders should also be considered along both sides of rural highways when routinely used by pedestrians.



Example of a sidewalk in a residential area.
Source: pedbikeimages.org / Burden



Paved shoulder used as a walkway. Source: pedbikeimages.org / Burden

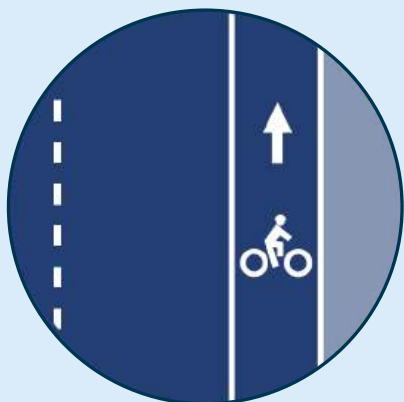
¹ National Center for Statistics and Analysis. (2020, March). Pedestrians: 2018 data (Traffic Safety Facts. Report No. DOT HS 812 850). National Highway Traffic Safety Administration.

² Gibbs, et al. Income Disparities in Street Features that Encourage Walking. Bridging the Gap, (2012, March).

³ Gan et al. Update of Florida Crash Reduction Factors and Countermeasures to Improve the Development of District Safety Improvement Projects. Florida DOT, (2005).



Proven Safety Countermeasures



Safety Benefits:

Converting traditional or flush buffered bicycle lanes to a separated bicycle lane with flexible delineator posts can reduce crashes up to:

53%

for bicycle/vehicle crashes.³

Bicycle Lane Additions can reduce crashes up to:

49%

for total crashes on urban 4-lane undivided collectors and local roads.⁷

30%

for total crashes on urban 2-lane undivided collectors and local roads.⁷



Bicycle lane in Washington, DC.
Source: Alex Baca, Washington Area Bicyclist Association.

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and <https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-07/fhwasa18077.pdf>.

Bicycle Lanes

Most fatal and serious injury bicyclist crashes occur at non-intersection locations. Nearly one-third of these crashes occur when motorists are overtaking bicyclists¹ because the speed and size differential between vehicles and bicycles can lead to severe injury. Many people are not comfortable riding a bicycle because of their fear that this type of crash may occur. To make bicycling safer and more comfortable for most types of bicyclists, State and local agencies should consider installing bicycle lanes. Providing bicycle facilities can mitigate or prevent interactions, conflicts, and crashes between bicyclists and motor vehicles, and create a network of safer roadways for bicycling. Bicycle Lanes align with the Safe System Approach principle of recognizing human vulnerability—where separating users in space can enhance safety for all road users.

Applications

The FHWA's [Bikeway Selection Guide](#) and [Incorporating On-Road Bicycle Networks into Resurfacing Projects](#) assist agencies in determining which facilities provide the most benefit in various contexts. Bicycle lanes can be included on new roadways or created on existing roads by reallocating space in the right-of-way through [Road Diets](#). Separated bicycle lanes, which use vertical elements—such as flexible delineator posts, curbs, or vegetation—between the bicycle lane and motorized traffic lanes provide additional safety benefits.^{2,3} For a marked bike lane without vertical elements, a lateral offset with marked buffer can help to further separate bicyclists from vehicle traffic.

Considerations

- In order to maximize a roadway's suitability for riders of all ages and abilities, bicycle lane design should vary according to roadway characteristics (number of lanes, motor vehicle and truck volumes, speed, presence of transit), user needs (current and forecasted ridership, types of bicycles and micromobility devices in use within the community, role within the bicycling network), and land-use context (adjacent land uses, types and intensity of conflicting uses, demands from other users for curbside access). Separated bicycle lanes are recommended on roadways with higher vehicle volumes and speeds, such as arterials.
- City and State policies may require minimum bicycle lane widths, although desirable bicycle lane widths

can differ by agency and functional classification of the road, current and forecasted bicycle volumes, and contextual attributes such as topography.

- Studies have found that roadways did not experience an increase in crashes or congestion when travel lane widths were decreased to add a bicycle lane.⁴
- Studies and experience in U.S. cities show that bicycle lanes increase ridership and may help jurisdictions better manage roadway capacity.
- In rural areas, rumble strips can negatively impact bicyclists' ability to ride if not properly installed. Agencies should consider the dimensions, placement, and offset of rumble strips when adding a bicycle lane.⁵
- Bicycle lanes should be considered on roadways where adjacent land use suggests that trips could be served by varied modes, particularly to meet the safety and travel needs of low-income populations likely to use bicycles to reach essential destinations.⁶

¹ Thomas et al. *Bicyclist Crash Types on National, State, and Local Levels: A New Look*. Transportation Research Record 673(6), 664-676, (2019).

² [Separated Bike Lane Planning and Design Guide](#). FHWA-HEP-15-025, (2015).

³ (CMF ID: 11296) [Developing CMFs for Separated Bicycle Lanes](#). FHWA-HRT-23-025, (2023).

⁴ Park and Abdel-Aty. *Evaluation of safety effectiveness of multiple cross sectional features on urban arterials*. Accident Analysis and Prevention, Vol. 92, pp. 245-255, (2016).

⁵ FHWA Tech Advisory [Shoulder and Edge Line Rumble Strips](#), (2011).

⁶ Sandt et al. [Pursuing Equity in Pedestrian and Bicycle Planning](#). FHWA, (2016).

⁷ (CMF ID: 10738, 10742) [Development of Crash Modification Factors for Bicycle Lane Additions While Reducing Lane and Shoulder Widths](#). FHWA-HRT-21-012, (2021).



Safety Benefits:

High-visibility crosswalks can reduce pedestrian injury crashes up to:
40%¹

Intersection lighting can reduce pedestrian crashes up to:
42%²

Advance yield or stop markings and signs can reduce pedestrian crashes up to:
25%³

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/techSheet_VizEnhancemt2018.pdf.

Crosswalk Visibility Enhancements

Poor lighting conditions, obstructions such as parked cars, and horizontal or vertical roadway curvature can reduce visibility at crosswalks, contributing to safety issues. For multilane roadway crossings where vehicle volumes are in excess of 10,000 Average Annual Daily Traffic (AADT), a marked crosswalk alone is typically not sufficient. Under such conditions, more substantial crossing improvements could prevent an increase in pedestrian crash potential.

Three main crosswalk visibility enhancements help make crosswalks and the pedestrians, bicyclists, wheelchair and other mobility device users, and transit users using them more visible to drivers. These include high-visibility crosswalks, lighting, and signing and pavement markings. These enhancements can also assist users in deciding where to cross. Agencies can implement these features as standalone or combination enhancements to indicate the preferred location for users to cross.

High-visibility crosswalks

High-visibility crosswalks use patterns (i.e., bar pairs, continental, ladder) that are visible to both the driver and pedestrian from farther away compared to traditional transverse line crosswalks. They should be considered at all midblock pedestrian crossings and uncontrolled intersections. Agencies should use materials such as inlay or thermoplastic tape, instead of paint or brick, for highly reflective crosswalk markings.

Improved Lighting

The goal of crosswalk lighting should be to illuminate with positive contrast to make it easier for a driver to visually identify the pedestrian. This involves carefully placing the luminaires in forward locations to avoid a silhouette effect of the pedestrian.

Enhanced Signing and Pavement Markings

On multilane roadways, agencies can use "YIELD Here to Pedestrians" or "STOP Here for Pedestrians" signs 20 to 50 feet in advance of

a marked crosswalk to indicate where a driver should stop or yield to pedestrians, depending on State law. To supplement the signing, agencies can also install a STOP or YIELD bar (commonly referred to as "shark's teeth") pavement markings.

In-street signing, such as "STOP Here for Pedestrians" or "YIELD Here to Pedestrians" may be appropriate on roads with two- or three-lane roads where speed limits are 30 miles per hour or less.



Source: FHWA

- 1 (CMF ID: 4123) Chen, L., C. Chen, and R. Ewing. The Relative Effectiveness of Pedestrian Safety Countermeasures at Urban Intersections - Lessons from a New York City Experience. (2012).
- 2 (CMF ID: 436) Elvik, R. and Vaa, T. Handbook of Road Safety Measures. Oxford, United Kingdom, Elsevier, (2004).
- 3 (CMF ID: 9017) Zeeger et al. Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments, FHWA, (2017).

Transportation agencies should refer to the Manual on Uniform Traffic Control Devices (MUTCD) for information on crosswalk markings (Chapter 3C) and in-street signing (Sections 2B.19 and 2B.20).