

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

NOVEMBER 3, 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
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
02/27/25	Y	Y	Y	X	Y	Y	Y
04/24/25	Y	Y	Y	X	Y	Y	X
06/26/25	Y	X	Y	Y(V)	Y	Y	Y
09/25/25	Y	X	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 **MONDAY, NOVEMBER 3, 2025, at 2:00 p.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.

TO ATTEND VIA VIDEO:

Link: <https://us02web.zoom.us/j/81289195052?pwd=ZBUwzsgaV0lKSApIUdwqUwGk5aqBwf.1>

Meeting ID: 812 8919 5052

Passcode: 413527

TO ATTEND VIA AUDIO ONLY:

Dial: 1-346-248-7799

Meeting ID: 812 8919 5052

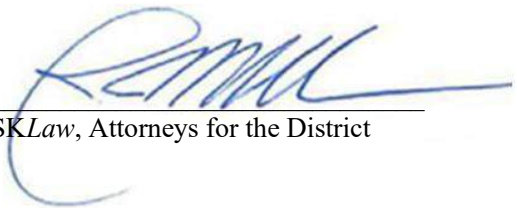
Passcode: 413527

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 September 25, 2025;
 - ii) Approve Zone minutes of September 25, 2025;
 - b) **Financial Matters (Authority only):**
 - i) Receive Financial Report Summary, including account and fund activity statements;
 - ii) Receive Investment Report;
3. **CHAIR REPORT (Authority only);**
4. **PRESIDENT REPORT (Authority only);**
5. **FINANCIAL MATTERS (Authority only):**
 - a) Authorize payment of invoices;
 - b) Approve reimbursement to Hanover [BB Land Development Holdings, LLC];
 - c) Authorize other appropriate action;
6. **PROJECTS AND ENGINEERING (Authority only):**
 - a) **PROJECTS IN CONSTRUCTION:**
 - i) **Little Thicket** [CIP Project T-0521] [Landscape Art, Inc.]:
 - A) Update on project construction;
 - ii) **Shepherd/Durham and Selected Cross Streets – Phase 1** [CIP Project T-0523A] [SER Construction Partners, LLC]:
 - A) Update on project construction;
 - B) Update regarding construction claims, damages, and litigation;
 - iii) **Shepherd/Durham and Selected Cross Streets – Phase 2** [CIP Project T-0523B] [COH - Harper Brothers Construction, LLC]:
 - A) Update on project construction;
 - iv) **Yale and Center Street Intersection** [CIP Project T-0529] [Main Lane Industries]:
 - A) Update on project construction;

- v) **19th and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534] [Garrett Shields Infrastructure]:
 - A) Update on project construction;
- vi) **White Oak at Green Leaf** [CIP Project T-0541]:
 - A) Update on project construction;
 - B) Approve Interlocal Agreement [COH];
- b) **PROJECTS IN DESIGN:**
 - i) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
 - A) Update on project design;
 - B) Approve Work Authorization [Quiddity No. 3];
 - C) Approve Infrastructure Reimbursement Agreement [COH];
 - ii) **Houston Avenue & White Oak Drive Intersection Improvements** [CIP Project T-0520]:
 - A) Update on project design;
 - B) Review construction phase contracting option;
 - C) Approve Work Authorization [Quiddity No. 1];
 - iii) **North Canal Project** [CIP Project T-0525]:
 - A) Update on project design;
 - iv) **Zone Wide Safety and Mobility Projects** [CIP Project T-0532] & **Congressional District 7 Sidewalk Improvement Project** [CIP Project T-0543] [IDS Engineering]:
 - A) Update on project design;
 - B) Approve Work Authorization [IDS No. 2];
 - v) **Wagh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
 - A) Update on project design;
 - vi) **Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity Project** [CIP Project T-0540]:
 - A) Update on project design;
 - vii) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
 - A) Update on project design;
 - B) Approve Work Authorization [Quiddity No. 3];
- c) **PROJECTS IN PLANNING:**
 - i) **Stude Park Improvement** [CIP Project T-0526] [SWA]:
 - A) Update on planning project;
 - B) Approve Interlocal Agreement [COH];
 - ii) **Transportation Alternative Area Wide Study** [CIP Project T-0538] [TEI]:
 - A) Update on planning project;
- d) **PROJECTS IN DEVELOPMENT:**
 - i) **Traffic Safety Improvements at Washington/Westcott between I-10 & 610** [Planning Project P-2025]:
 - A) Update on project development;
 - ii) **18th Street and surrounding area pedestrian improvements** [CIP Project T-0512A]:
 - A) Update on project development;
 - B) Receive preliminary project concepts [TEI];
 - iii) **19th Street Reconstruction** [CIP Project T-0522B]:
 - A) Update on project development;
 - iv) **Public Facility Evaluation** [CIP Project T-0536]:
 - A) Update on project development;
 - v) **Shepherd/Durham Cross Streets** [CIP Project T-0539]:
 - A) Update on project development;
 - B) Approve Work Authorization [Quiddity No. 2];
- e) **GRANT APPLICATIONS:**
 - i) Review possible grant opportunities;
 - ii) Approve Work Authorization for National Railroad Partnership Program Application [TGC No. 23];
 - iii) Authorize other appropriate action;
- f) **OTHER ITEMS:**
 - i) Approve Work Authorization for general services [Quiddity FY 2026 No. 1];

- ii) 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**

SEPTEMBER 25, 2025

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, Houston, Texas 77056, on the 25th day of September, 2025, 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
Matt Zeve	Director
Nikki Knight	Director

and all of said persons were physically or virtually present, except Director Hale-Harris.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer and Erin Wiliford, of Quiddity-1, Inc. (“Quiddity”); Jim Webb of The Goodman Corporation (“TGC”); Chelsea Young and Clint McManus of TEI; Ashley Small of Medley, Inc.; Melissa Morton of The Morton Accounting Services (“TMAS”); Jon Durnell of McCall Gibson Swedlund Barfoot Ellis (“MGSBE”); 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; Anya Marmuscak of Houston Heights Association; Chris Haine of BKR Real Estate Management; and Montasir Maruf of RRP Engineering.

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.

Mr. Strickland addressed the Board regarding a longstanding issue in the Shady Acres area involving a missing sidewalk panel that revealed a leak discharging into Turkey Gully. He thanked the Authority for its cooperation with Public Works to investigate and repair the issue, which has now been resolved.

Mr. Strickland also addressed the Board regarding the Shepherd and Durham work. He stated that sidewalks remain partially accessible and thanked those involved for maintaining as much access as possible during construction. He advised that he will assist in communicating with residents regarding ongoing work.

CONSENT AGENDA

- a. Approve Authority minutes of June 26, 2025;
- b. Receive Financial Report Summary and Investment Report;

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

CHAIR REPORT

Chair Lents updated the Board on the passing of Director Bob Stein since the last meeting. She recognized Director Stein's exceptional service to the Authority, the City of Houston, and the Memorial-Heights community, noting that he was a valued voice in both public discussions and private counsel to fellow Directors. The Board expressed appreciation for Director Stein's many contributions and acknowledged his lasting impact on the work and projects of the Authority.

PRESIDENT REPORT

Ms. Weesner advised that she and Chair Lents met with COH representatives for the Authority's CIP meeting. She stated that COH requested that the Authority consider adding three evaluation projects to the CIP and provide related cost estimates. Ms. Weesner advised that she will provide updated pricing at the next meeting.

COMMITTEE APPOINTMENTS

Chair Lents advised that following Director Stein's passing, the Authority's committee appointments need restructuring. She stated that Vice Chair McIntosh will now serve on the Projects Committee and step down from the Finance Committee, and that Director Knight will assume her position on the Finance Committee.

Upon motion by Director Manriquez, seconded by Director Knight, and after full discussion, the Board voted unanimously to appoint Vice Chair McIntosh to the Projects Committee and Director Knight to the Finance Committee.

APPROVE AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2025

The Board then considered approval of the audit for the fiscal year ended June 30, 2025. Mr. Durnell reviewed a draft audit report with the Board and answered questions. Upon motion by Director Manriquez, seconded by Director Hale-Harris, and after full discussion, the Board voted unanimously to accept the audit for the fiscal year ended June 30, 2025, subject to any staff or legal corrections, and to authorize filing of the final audit with the City.

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.

Following discussion of the invoices, a motion was made by Director Zeve, seconded by Director Knight, and approved unanimously by the Board to approve the payment of all invoices presented.

Approve Order Evidencing Review of Investment Policy

Mr. Kuhl reviewed with the Board an Order Evidencing Review of Amended and Restated Order Designating Investment Officer and Establishing Rules, Policies, and Code of Ethics for the Investment of Authority Funds (the "Order"). He advised that the Authority is required by the Public Funds Investment Act to review the investment policy annually, and that no changes are recommended at this time. Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion the Board voted unanimously to adopt the Order.

Approve Order Adopting List of Qualified Brokers

The Board then considered approval of a proposed Order Adopting List of Qualified Brokers. Mr.

Kuhl advised the Order lists all qualified brokers with which the Authority may engage in investment transactions. He noted the list has been reviewed by TMAS and permits compliance with Section 2256.025 of the Texas Government Code.

Upon motion by Director Manriquez, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Order Adopting List of Qualified Brokers.

PROJECTS AND ENGINEERING

The Board next received updates on Authority projects.

PROJECTS IN CONSTRUCTION

Little Thicket [T-0521]

Update on project construction

Mr. Kainer presented a photographic review of construction progress to date. He advised that all playground and exercise equipment has been installed, with subsurface foundations incorporating open-graded gravel and underground drainage tied into the detention system to prevent water accumulation. He stated that the sport court has been resurfaced, and that canopy, picnic tables, and concrete around the bike racks have been completed. He also noted that turf and landscaping installation is underway, with the irrigation system fully in place.

Mr. Kainer advised that a final walkthrough with the Parks Department is scheduled for October 1st, and following its approval, the project will be turned over to the City. He stated that a ribbon-cutting ceremony, led by the Parks Department, is expected in mid to late October. The Board commended the contractor, Landscape Art, for the quality of work and progress to date.

Shepherd/Durham and Selected Cross Streets – Phase 1 [T-0523A]

Update on project construction

Mr. Kainer stated that the project has entered into a final documentation and closeout phase, ensuring all records are complete and ready for turnover to COH. He stated that a final walkthrough with COH representatives has been requested and is being scheduled, and that each COH department will review the work and provide comments on any items requiring correction. He stated that, while completion timing depends on multiple factors outside of the contractor's control, the site is largely finished and in its final condition.

Mr. Kainer advised that the project's trees are establishing well, and stated that the contract provides for watering and maintenance of trees for an additional period ensuring their continued early development.

Update on construction claims, damages, and litigation

Mr. Kuhl provided an update on litigation matters, advising that Litinas case is scheduled for trial on January 19th, and that the Court has mandated mediation prior to the trial. He advised that participation with outside counsel and the COH legal department in preparation for the mediation and trial is necessary, and that additional updates will be provided as they become available.

Shepherd/Durham and Selected Cross Streets – Phase 2 [T-0523B]

Update on project construction

Ms. Weesner provided a construction update, advising that a COH notice to proceed has been issued for October 15th.

Yale and Center Street Intersection [T-0529]

Update on project construction

Ms. Hennings provided a brief photographic update on the TXDOT-managed construction, noting completion of intersection improvements, including replacement of mast-arm traffic signals, repaving, and installation of pedestrian ramps and crosswalks. She stated that the upgrades will enhance traffic signal visibility and pedestrian safety, and the project is now essentially complete pending final turnover.

19th and Beall Area Pedestrian Street Safety Improvements [T-0534]

Update on project construction

Ms. Hennings provided an update on progress on the TXDOT managed construction, stating that signage has been installed, and that the project is essentially complete, pending final inspection by COH.

White Oak at Greenleaf [T-0541]

Update on project construction

Ms. Hennings advised that construction bidding for the project is currently in process.

Work Authorization No. 2 – Limited Construction Phase Services (Quiddity)

Ms. Hennings presented Work Authorization No. 2, advising that Quiddity will provide services for construction of safety improvements at the intersection of White Oak and Greenleaf Streets, including, but not limited to new signing, striping, and sidewalk improvements, for an amount not to exceed \$14,890.

Upon motion by Director Manriquez, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve Work Authorization No. 2 as presented.

PROJECTS IN DESIGN

Pedestrian Improvements Shepherd at Memorial [T-0510]

Update on project design

Ms. Weesner updated the Board on design progress, noting that additional project components added to the scope by COH are being finalized.

Interagency Agreement [METRO-5310 Program]

Mr. Webb reviewed the Interagency Agreement with METRO stating that funds were originally intended to be transferred to FTA for direct management by the Authority, but that the Authority's establishment as an FTA grantee was not complete at the time. He advised that, in the interim, funds have remained under METRO's management. He stated that the Agreement provides for METRO to continue performing FTA grant reporting, while the Authority will manage procurement and delivery of the project as it would a locally funded project, subject to applicable FTA requirements. He further stated that the Agreement outlines these provisions and incorporates the standard FTA certifications and assurances previously adopted by the Authority as part of its grantee status.

Mr. Webb further advised that the Authority has now received its FTA grantee status, giving the Authority the ability to receive and transfer FTA funds directly.

Ms. Weesner reviewed the project scope, noting safety concerns in the project area.

Upon motion by Director Knight, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve the Interagency Agreement, as presented, and to authorize execution by the Chair.

Work Authorization No. 3 (Quiddity)

Ms. Weesner advised that the Work Authorization would be deferred until final scope is complete.

Houston Avenue & White Oak Drive Intersection Improvements [T-0520]

Update on project design

Ms. Hennings updated the Board on design progress, advising that bids will be received in the coming days.

North Canal Project [T-0525]

Update on project design

Ms. Weesner provided an update on project design.

Zone Wide Safety and Mobility Projects & Congressional District 7 Sidewalk Improvements [T-0532 & T-0543]

Update on project design

Ms. Weesner provided an update on the project, stating that funding for the earmark must go through the AFA process. She stated that an AFA has not yet been provided but will be the standard form.

Advance Funding Agreement [TXDOT]

Mr. Webb reviewed a Resolution Approving Advance Funding Agreement, stating that the Authority will be the agency responsible for letting and managing the construction contract. He also advised that the project is a standalone project. He advised the Resolution authorizes execution of the AFA once received.

Upon motion by Director Knight, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve the Resolution Approving Advance Funding Agreement, as presented.

Waugh Drive and South Heights Safety Improvements [T-0535]

Update on project design

Ms. Hennings provided an update on the project, advising that plans have been approved by TXDOT, and that COH will be advertising for bids in the coming weeks.

Work Authorization No. 2 (Quiddity)

Ms. Hennings presented Work Authorization No. 2, advising that Quiddity will provide engineering services for the construction of safety improvements at the intersections of Waugh/Heights at Feagan/Willia, including, but not limited to new traffic signals, signing, striping, and sidewalk improvements, for an amount not to exceed \$89,840.

Upon motion by Director Knight, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve Work Authorization No. 2 as presented.

Lorraine Cherry Nature Preserve/White Oak Bayou Connectivity [T-0540]

Update on project design

Ms. Weesner provided a brief update on connectivity improvements from Durham to Ella.

Infrastructure Reimbursement Agreement

Ms. Weesner reviewed an Infrastructure Reimbursement Agreement, noting a minor discrepancy in the project funding amounts. She clarified that the correct amount is \$61,966, and stated that this correction will be made, along with any additional revisions requested by COH. She advised that Councilmember Kamin requested the addition of two mid-block crosswalks, located at intersections within the project limits, and that COH will fund the additional crosswalks.

Upon motion by Director Manriquez, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Infrastructure Reimbursement Agreement, subject to review and approval by COH.

Westcott Roundabout Greenspace [T-0544]

Update on project design

Ms. Hennings provided an update on project design, advising that plans have been approved by COH and that the Adopt-an-Esplanade application has been approved. She further advised that the project is scheduled to receive bids on October 17.

PROJECTS IN DEVELOPMENT

Ms. Weesner advised that the projects in development would be taken out of order, and covered at this point in the meeting.

Traffic Safety Improvements at Washington/Westcott between I-10 & 610 [Planning Project P-2025]

Update on project development

Ms. Hennings advised that a study has been completed, and next steps involve conducting additional traffic counts around the Shuler intersection, where significant school traffic has been observed. She stated that coordination is underway with METRO to determine when their work in the area will be completed to avoid interference with the counts. She advised that traffic counts will be scheduled while school is in session to obtain accurate data regarding traffic patterns and potential improvements needed at the intersection. She further noted that COH requires traffic count data before approving the type of crossing anticipated for that location.

18th Street Pedestrian Improvements [T-0512A]

Update on project development

Ms. Weesner advised that funding for the project will be available in the next few weeks, and that survey work will be required.

Work Authorization for survey (Quiddity)

Ms. Hennings presented Work Authorization No. 2, advising that Quiddity will provide services for to support potential pedestrian mobility improvements in the project area, including topographic and boundary surveys, for an amount not to exceed \$102,900.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve Work Authorization No. 2 as presented.

Work Authorization for planning (TEI)

Ms. Young and Mr. McManus reviewed a proposed Work Authorization No. 2, advising that TEI will provide detailed planning and evaluation of West 18th Street from West 20th Street to Nicholson Street, to identify possible corridor improvements to better serve access and safety to local destinations for an amount not to exceed \$44,000.

Upon motion by Director Zeve, seconded by Director Manriquez, and after full discussion, the Board voted unanimously to approve Work Authorization No. 2, as presented, and execution by the President on behalf of the Authority.

19th Street Reconstruction

Ms. Weesner advised that work is not planned to start for a couple of years.

Public Facility Evaluation [T-0536]

Ms. Weesner advised that inspections are ongoing on two community centers.

Shepherd/Durham Cross Streets [T-0539]

Work Authorization No. 2 (Quiddity)

Ms. Weesner advised that the Work Authorization will be deferred to a future meeting.

GRANT APPLICATIONS

Mr. Webb advised that an application was submitted to TXDOT for the Transportation Alternatives Set-Aside Program for trail system improvements along Nicholson and the MKT. He stated that an update from TXDOT is expected in late October.

COMMUNICATIONS

Receive update from Communications Committee

Director Hale-Harris reviewed Authority communication and social media activities, including possible website restructuring and updates.

Consider possible website improvements and refresh

Director Hale-Harris advised that the Communications Committee determined that, due to the addition of new projects and increased public engagement, the Authority's website has become difficult to navigate and needs updating. She also stated that the proposed updates and enhancements will improve mobile phone compatibility. She advised that Medley and eLsqrd will review potential improvements and that total associated costs are approximately \$2,000.

Work Authorization [eLsqrd Media]

Ms. Weesner reviewed a Work Authorization from eLsqrd Media for proposed website updates in the amount of \$1,200.

Additional Services Proposal [Medley]

Ms. Weesner reviewed a proposal from Medley for website support and content direction in the amount of \$800.

Upon motion by Director Manriquez, seconded by Director Knight, and after full discussion, the Board voted unanimously to approve the Work Authorization and Additional Services Proposal, as presented.

PROJECTS IN PLANNING

Stude Park Improvement [T-0526]

Ms. Weesner advised that public engagement efforts are underway and that a community survey is ongoing and will remain open through November.

Interlocal Agreement

Ms. Weesner advised that due to necessary changes, approval of the Interlocal Agreement will be deferred to a future meeting.

Transportation Alternative Area Wide Study [T-0538]

Mr. McManus provided a photographic update on the Greater Heights Strategic Connections Study, noting the project's focus on mobility and safety improvements to enhance connections to schools, parks, and local destinations. He reported ongoing community engagement through super neighborhood and TIRZ 12 meetings and an online survey with over 1,000 participants, highlighting priorities of safe crossings, improved connectivity, and traffic safety. He stated that key findings include strong local access to destinations, major corridors acting as barriers, gaps in east-west and north-south connections, limited crossings over White Oak Bayou, and safety concerns near schools. He advised that the project team will refine engagement results into goals and proceed with public outreach and corridor prioritization, with final recommendations expected by late spring 2026.

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**

SEPTEMBER 25, 2025

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 25th day of September, 2025, 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
Matt Zeve	Director
Nikki Knight	Director

and all of said persons were physically or virtually present, except Director Hale-Harris.

Also present for the meeting were:

Staff & Consultants: Sherry Weesner, President of the Authority; Kristen Hennings, Matt Kainer and Erin Wiliford, of Quiddity-1, Inc. ("Quiddity"); Jim Webb of The Goodman Corporation ("TGC"); Chelsea Young and Clint McManus of TEI; Ashley Small of Medley, Inc.; Melissa Morton of The Morton Accounting Services ("TMAS"); Jon Durnell of McCall Gibson Swedlund Barfoot Ellis ("MGSBE"); 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; Anya Marmuscak of Houston Heights Association; Chris Haine of BKR Real Estate Management; and Montasir Maruf of RRP Engineering.

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 June 26, 2025;

Upon motion by Director Zeve, seconded by Director Manriquez, 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

DRAFT



**Memorial Heights Redevelopment Authority
Monthly Financial Report Summary
November Board Meeting
Monday, November 3, 2025**

At the beginning of September, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$68,285,035. TIRZ #5 received a total of \$185,869 from interest income. During the period, TIRZ #5 processed \$2,378,873 in disbursements. 92% of the disbursements related to disbursements to Landscape Art (\$639,298) for CIP Projects and Regions Corporate Trust (\$1,556,613), for Debt Service Payment. The ending balance as of month end September 30, 2025 was \$66,092,031.

The invoices pending approval total \$410,509. See attached "Unpaid Bills Detail" Report for invoices pending approval on page 4.

There was \$204,379 spent for Capital Projects for the period. The projects that utilized the majority of the funding was Little Thicket Park (\$125,766). See attached "Capital Improvement Projects" Report on page 5.

**Memorial Heights Redevelopment Authority
General Operating Fund
As of September 30, 2025**

General Operating Fund

BEGINNING BALANCE		\$	68,285,034.78
REVENUE			
Frost Money Market Interest	0.03	Interest	
TexPool	122,563.91	Interest	
Regions Project Fund	55,439.04	Interest	
Regions Debt Service Fund	7,866.08	Interest	
Total Revenue			185,869.06
DISBURSEMENTS			
ACH Quickbooks Payroll Service	13,770.89	Admin Payroll	
ACH United States Treasury	6,206.88	Payroll Taxes	
ACH United States Treasury	400.09	Payroll Taxes	
ACH Traffic Engineers	48,328.30	Capital Projects	
ACH McCall	10,000.00	2025 Audit Fees	
ACH Goodman	27,907.01	Engineering Consultant	
ACH IDS Engineering	4,100.00	Capital Projects	
ACH The Morton Accounting Services	3,922.06	CPA Services	
ACH Commerce Bank	6.85	Credit Card	
ACH Hunton Andrews Kurth	3,191.00	Legal Invoices	
ACH Landscape Art, Inc.	284,745.22	Capital Projects	
ACH Landscape Art, Inc.	354,552.73	Capital Projects	
ACH Medley	4,027.72	Marketing Retainer	
ACH Quiddity Engineering	34,292.73	Capital Projects	
ACH Sanford Kuhl Hagan Kugle Parker	22,808.90	Legal Invoices	
ACH SWA Group	4,000.00	Capital Projects	
ACH Regions Corporate Trust	1,556,612.51	Debt Service Payment	
Total Disbursements			2,378,872.89
ENDING BALANCE		\$	66,092,030.95
			-
			September 30, 2025
			Balance
LOCATION OF ASSETS			
Frost Checking			499,993.15
Frost Money Mkt			1,109.83
Frost Project Fund			14,030,393.36
Regions Debt Service Fund			670,528.12
Regions Project Fund			15,696,907.69
TexPool Investment			35,193,098.80
Total Account Balance		\$	66,092,030.95

Memorial Heights Redevelopment Authority
Unpaid Bills Detail
As of October 27, 2025

Type	Date	Num	Memo	Due Date	Open Balance
CDM Smith Inc.					
Bill	07/01/2025	90245312	Project: Shepherd & Durham Major Investment Project June 2025	07/11/2025	96,403.25
Total CDM Smith Inc.					96,403.25
Futureplan					
Bill	08/31/2025	170922DF	Administration and Participant Fees 07.01.2024 - 12.31.2024	09/10/2025	847.50
Total Futureplan					847.50
Goodman Corporation					
Bill	09/30/2025	9-2025-109	MRA109 General Planning Support September 2025	10/10/2025	3,012.67
Bill	09/30/2025	9-2025-19	MRA113 Project - Phase I Construction Phase Grant Mngt Sep 2025	10/10/2025	9,467.13
Bill	09/30/2025	9-2025-20	MRA120 Project -HSIP Coordination Sep 2025	10/10/2025	568.64
Bill	09/30/2025	9-2025-21	MRA123 Project - Ped Improvements at Shepherd and Memorial Sep 2025	10/10/2025	552.75
Bill	09/30/2025	9-2025-22	MRA125 Project -TxDOT TA Planning Sep 2025	10/10/2025	760.05
Bill	09/30/2025	9-2025-23	MRA126 Project -Project Coordination & Grant Mgmt Support HSIP FY2025 S...	10/10/2025	177.62
Bill	09/30/2025	9-2025-24	MRA127 Project -Safe Sidewalk & Path Connections Sep 2025	10/10/2025	1,408.80
Bill	09/30/2025	9-2025-25	MRA129 Project- W18th Street Sidewalks Sep 2025	10/10/2025	2,114.25
Total Goodman Corporation					18,061.91
Landscape Art, Inc					
Bill	09/30/2025	Pay Req No. 8	WBS No. F-000936-0001-3 Payment Request No. 4 Through September 30, ...	10/10/2025	125,765.96
Total Landscape Art, Inc					125,765.96
McCall Gibson Swedlund Barfoot PLLC					
Bill	10/15/2025	2025 Single Audit	2025 Single Audit Billing	10/25/2025	9,000.00
Bill	10/15/2025	2025 Audit Final	2025 Audit Final	10/25/2025	5,250.00
Total McCall Gibson Swedlund Barfoot PLLC					14,250.00
Medley Inc.					
Bill	09/30/2025	1399	Monthly Digital Retainer - SEPTEMBER 2025	10/10/2025	2,013.86
Bill	10/01/2025	1407	Monthly Digital Retainer - OCTOBER 2025	10/11/2025	2,813.86
Total Medley Inc.					4,827.72
Quiddity Engineering, LLC					
Bill	08/31/2025	ARIV1043738	Project Number:14760-0001-00 Aug 1- Aug 31, 2025	09/10/2025	3,531.25
Bill	08/31/2025	ARIV1043739	West 19th Street and Beall Sidewalks - Through Aug 31, 2025	09/10/2025	2,084.60
Bill	08/31/2025	ARIV1043740	Westcott Roundabout Greenspace - Through Aug 31, 2025	09/10/2025	794.60
Bill	08/31/2025	ARIV1043741	T0535 Waugh Safety - Through Aug 31, 2025	09/10/2025	49.80
Bill	08/31/2025	ARIV1043742	T-0541 White Oak at Greenleaf-Through Aug 31, 2025	09/10/2025	290.00
Bill	08/31/2025	ARIV1043743	T0521 Little Thicket-Through Aug 31, 2025	09/10/2025	13,419.37
Total Quiddity Engineering, LLC					20,169.62
Sanford Kuhl Hagan Kugle Parker Kahn LLP					
Bill	08/31/2025	25-1217	Legal services through Aug 31, 2025	09/10/2025	1,161.00
Bill	08/31/2025	25-1218	Legal services through Aug 31, 2025	09/10/2025	3,336.25
Bill	08/31/2025	25-1219	Legal services through Aug 31, 2025	09/10/2025	455.00
Bill	08/31/2025	25-1220	Legal services through Aug 31, 2025	09/10/2025	1,612.50
Total Sanford Kuhl Hagan Kugle Parker Kahn LLP					6,564.75
SWA Group					
Bill	08/31/2025	206340	Stude Park August 1 - August 31, 2025	09/10/2025	14,034.03
Bill	09/30/2025	206763	Stude Park September 1 - September 30, 2025	10/10/2025	14,012.09
Total SWA Group					28,046.12
The Morton Accounting Services					
Bill	09/30/2025	2765	September 2025 CPA Services	10/10/2025	1,961.03
Total The Morton Accounting Services					1,961.03
Traffic Engineers, Inc.					
Bill	08/31/2025	15046	Project # 12093-01 Through August 31, 2025	09/10/2025	44,059.90
Bill	09/30/2025	15073	Project # 12093-02 18th Street Planning Through September 30, 2025	10/10/2025	15,662.50
Bill	09/30/2025	15083	Project # 12093-01 Through September 30, 2025	10/10/2025	33,889.14
Total Traffic Engineers, Inc.					93,611.54
TOTAL					410,509.40

Memorial Heights Redevelopment Authority
Capital Improvement Projects
September 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Capital Improvement Plan					
T-0510 Shepherd at Memorial					
Bill	09/30/2025	9-2025-21	Goodman Corporati...	MRA123 Task 1 - \$11,055	552.75
Total T-0510 Shepherd at Memorial					552.75
T-0521 Little Thicket Park Impr					
Bill	09/30/2025	Pay Req ...	Landscape Art, Inc	WBS No. F-000936-0001-3 ...	125,765.96
Total T-0521 Little Thicket Park Impr					125,765.96
T-0522 18th & 19th Reconstruct					
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 1: \$7,000.00	1,750.00
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 2: \$10,250.00	7,687.50
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 3: \$23,000.00	5,750.00
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 4: \$3,000.00	0.00
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Direct Costs	475.00
Total T-0522 18th & 19th Reconstruct					15,662.50
T-0523A Shepherd Durham & Cross					
Bill	09/30/2025	9-2025-19	Goodman Corporati...	MRA113 Task 1 - \$127,929	3,080.07
Bill	09/30/2025	9-2025-19	Goodman Corporati...	MRA113 Task 2 - \$172,439	4,629.81
Bill	09/30/2025	9-2025-19	Goodman Corporati...	MRA113 Task 3 - \$72,617	1,757.25
Bill	09/30/2025	9-2025-25	Goodman Corporati...	MRA129 Task 1 - \$42,285	2,114.25
Total T-0523A Shepherd Durham & Cross					11,581.38
T-0526 Stude Park Improvement					
Bill	09/30/2025	206763	SWA Group	Stude Park September 1 - S...	14,012.09
Total T-0526 Stude Park Improvement					14,012.09
T-0535 Safety & Mobility Imp					
Bill	09/30/2025	9-2025-20	Goodman Corporati...	MRA120 Task 3 - \$28,432	568.64
Total T-0535 Safety & Mobility Imp					568.64
T-0538 Transportation Area Stud					
Bill	09/30/2025	9-2025-22	Goodman Corporati...	MRA125 Task 3 - \$5,067	760.05
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 0: \$56,994.00	6,839.28
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 1: \$49,540.00	1,486.20
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 2: \$9,985.00	7,788.30
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 3: \$87,072.00	12,190.08
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 4: \$111,824.00	
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 5: \$68,218.00	
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 6: \$93,088.00	5,585.28
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Direct Costs	0.00
Total T-0538 Transportation Area Stud					34,649.19
T-0541 White Oak @ Greenleaf					
Bill	09/30/2025	9-2025-23	Goodman Corporati...	MRA126 Task 3 - \$8,881	177.62
Total T-0541 White Oak @ Greenleaf					177.62
T-0543 Congressional Dist 7					
Bill	09/30/2025	9-2025-24	Goodman Corporati...	MRA127 Task 2 - \$14,088	1,408.80
Total T-0543 Congressional Dist 7					1,408.80
Total Capital Improvement Plan					204,378.93
TOTAL					<u>204,378.93</u>

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

Accrual Basis

	Jul - Sep 25	Jul - Sep 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
Grant Income	1,849,694.69	0.00	1,849,694.69	100.0%
Interest Income	393,401.32	304,862.19	88,539.13	29.0%
Interest Income - CIP	164,317.66	195,132.38	-30,814.72	-15.8%
Total Income	2,407,413.67	499,994.57	1,907,419.10	381.5%
Cost of Goods Sold				
Capital Improvement Plan				
T-0510 Shepherd at Memorial	4,370.10	8,437.00	-4,066.90	-48.2%
T-0512A Mkt to Mkt C Bon/Shep	2,114.25	0.00	2,114.25	100.0%
T-0521 Little Thicket Park Impr	803,001.39	0.00	803,001.39	100.0%
T-0522 18th & 19th Reconstruct	15,662.50	0.00	15,662.50	100.0%
T-0522A 18th St & Surrounding	0.00	14,874.94	-14,874.94	-100.0%
T-0523A Shepherd Durham & Cross	39,801.34	2,690,545.87	-2,650,744.53	-98.5%
T-0526 Stude Park Improvement	33,918.62	0.00	33,918.62	100.0%
T-0534 West 19th Beall Sidewalk	2,444.60	8,407.75	-5,963.15	-70.9%
T-0535 Safety & Mobility Imp	1,187.08	18,091.36	-16,904.28	-93.4%
T-0536 Public Facilities Imps	520.00	0.00	520.00	100.0%
T-0537 Inf Imps Shep awhite Oak	0.00	13,984.55	-13,984.55	-100.0%
T-0538 Transportation Area Stud	127,857.57	1,397.24	126,460.33	9,050.7%
T-0539 Full Reconstruct Cross	0.00	16,625.67	-16,625.67	-100.0%
T-0540 11th St Side Path	383.10	15,293.00	-14,909.90	-97.5%
T-0541 White Oak @ Greenleaf	2,081.67	22,269.12	-20,187.45	-90.7%
T-0543 Congressional Dist 7	1,668.80	2,243.10	-574.30	-25.6%
T-0544 Westcott Roundabout	1,827.10	2,441.02	-613.92	-25.2%
T-0599 Safe Sidewalk Program	4,100.00	0.00	4,100.00	100.0%
T-5023B Phase 2 Construction	0.00	5,733.00	-5,733.00	-100.0%
Total Capital Improvement Plan	1,040,938.12	2,820,343.62	-1,779,405.50	-63.1%
Total COGS	1,040,938.12	2,820,343.62	-1,779,405.50	-63.1%
Gross Profit	1,366,475.55	-2,320,349.05	3,686,824.60	158.9%
Expense				
Debt Service				
Bond Principal	970,000.00	925,000.00	45,000.00	4.9%
Interest Expense	586,612.51	609,737.51	-23,125.00	-3.8%
Total Debt Service	1,556,612.51	1,534,737.51	21,875.00	1.4%
Payroll Expenses	68,510.74	68,224.39	286.35	0.4%
Program and Project Consultants				
Engineering Consultants	7,848.75	50,000.00	-42,151.25	-84.3%
Legal Expense	3,700.25	3,727.75	-27.50	-0.7%
Planning Consultants	14,155.68	22,681.01	-8,525.33	-37.6%
Total Program and Project Consultants	25,704.68	76,408.76	-50,704.08	-66.4%
TIRZ Administration & Overhead				
Accounting	5,883.09	5,883.09	0.00	0.0%
Administration	917.14	75.00	842.14	1,122.9%
Auditing	10,000.00	10,000.00	0.00	0.0%
Office Expenses	-14.56	0.00	-14.56	-100.0%
Tax Consultant	5,308.20	4,410.00	898.20	20.4%
Total TIRZ Administration & Overhead	22,093.87	20,368.09	1,725.78	8.5%
Total Expense	1,672,921.80	1,699,738.75	-26,816.95	-1.6%
Net Ordinary Income	-306,446.25	-4,020,087.80	3,713,641.55	92.4%
Net Income	-306,446.25	-4,020,087.80	3,713,641.55	92.4%

Memorial Heights Redevelopment Authority
Balance Sheet Prev Year Comparison
As of September 30, 2025

Accrual Basis

	Sep 30, 25	Sep 30, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Frost Bank Checking	499,993.15	664,273.55	-164,280.40	-24.7%
Frost Bank Money Mkt	1,109.83	5,701,170.44	-5,700,060.61	-100.0%
Frost Bank Project Fund	14,030,393.36	465.00	14,029,928.36	3,017,188.9%
Regions Debt Service Fund	670,528.12	662,450.20	8,077.92	1.2%
Regions Project Fund	15,696,907.69	15,023,511.49	673,396.20	4.5%
TexPool Investment	35,193,098.80	38,328,735.30	-3,135,636.50	-8.2%
Total Checking/Savings	66,092,030.95	60,380,605.98	5,711,424.97	9.5%
Accounts Receivable				
Accounts Receivable	0.00	10,000.00	-10,000.00	-100.0%
Total Accounts Receivable	0.00	10,000.00	-10,000.00	-100.0%
Other Current Assets				
Due from Other Funds	7,250,098.27	7,250,098.27	0.00	0.0%
Total Other Current Assets	7,250,098.27	7,250,098.27	0.00	0.0%
Total Current Assets	73,342,129.22	67,640,704.25	5,701,424.97	8.4%
Fixed Assets				
Fixed Assets	43,079.40	0.00	43,079.40	100.0%
Total Fixed Assets	43,079.40	0.00	43,079.40	100.0%
TOTAL ASSETS	<u>73,385,208.62</u>	<u>67,640,704.25</u>	<u>5,744,504.37</u>	<u>8.5%</u>
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	393,445.54	1,928,054.76	-1,534,609.22	-79.6%
Total Accounts Payable	393,445.54	1,928,054.76	-1,534,609.22	-79.6%
Other Current Liabilities				
Due to Other Funds	7,250,098.27	7,250,098.27	0.00	0.0%
Payroll Liabilities	1,533.91	1,934.00	-400.09	-20.7%
Retainage Payable	2,488,012.06	1,917,984.46	570,027.60	29.7%
Total Other Current Liabilities	9,739,644.24	9,170,016.73	569,627.51	6.2%
Total Current Liabilities	10,133,089.78	11,098,071.49	-964,981.71	-8.7%
Total Liabilities	10,133,089.78	11,098,071.49	-964,981.71	-8.7%
Equity				
Fund Balance Equity CIP	18,077,713.74	18,077,713.74	0.00	0.0%
Retained Earnings	45,480,851.35	42,485,006.82	2,995,844.53	7.1%
Net Income	-306,446.25	-4,020,087.80	3,713,641.55	92.4%
Total Equity	63,252,118.84	56,542,632.76	6,709,486.08	11.9%
TOTAL LIABILITIES & EQUITY	<u>73,385,208.62</u>	<u>67,640,704.25</u>	<u>5,744,504.37</u>	<u>8.5%</u>

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through September 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Ordinary Income/Expense					
Income					
Grant Income					
Dep...	08/21/2025	ACH		FHWA Treas 310 Misc Pay	1,849,694.69
Total Grant Income					1,849,694.69
Interest Income					
Dep...	07/31/2025			Interest	0.03
Dep...	07/31/2025			Interest	318.32
Dep...	07/31/2025			Interest	127,502.70
Dep...	08/31/2025			Interest	0.03
Dep...	08/31/2025			Interest	127,767.17
Dep...	08/31/2025			Interest	7,383.05
Dep...	09/30/2025			Interest	0.03
Dep...	09/30/2025			Interest	122,563.91
Dep...	09/30/2025			Interest	7,866.08
Total Interest Income					393,401.32
Interest Income - CIP					
Dep...	07/31/2025			Interest	53,395.74
Dep...	08/31/2025			Interest	55,482.88
Dep...	09/30/2025			Interest	55,439.04
Total Interest Income - CIP					164,317.66
Total Income					2,407,413.67
Cost of Goods Sold					
Capital Improvement Plan					
T-0510 Shepherd at Memorial					
Bill	07/31/2025	25-1053	Sanford Kuhl Hagan K...	T-0510 Shepherd at Memorial	260.00
Bill	08/31/2025	8-2025-57	Goodman Corporation	MRA123 Task 1 - \$11,055	221.10
Bill	08/31/2025	25-1218	Sanford Kuhl Hagan K...	T-0510 Shepherd at Memorial	3,336.25
Bill	09/30/2025	9-2025-21	Goodman Corporation	MRA123 Task 1 - \$11,055	552.75
Total T-0510 Shepherd at Memorial					4,370.10
T-0512A Mkt to Mkt C Bon/Shep					
Bill	08/31/2025	8-2025-60	Goodman Corporation	MRA129 Task 1 - \$42,285	2,114.25
Total T-0512A Mkt to Mkt C Bon/Shep					2,114.25
T-0521 Little Thicket Park Impr					
Bill	07/01/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request N...	267,241.50
Bill	07/31/2025	ARIV1041514	Quiddity Engineering, ...	T0521 Little Thicket-Through July 31, 2025	24,518.11
Bill	07/31/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request N...	87,311.23
Bill	08/31/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request N...	284,745.22
Bill	08/31/2025	ARIV1043743	Quiddity Engineering, ...	T0521 Little Thicket-Through Aug 31, 2025	13,419.37
Bill	09/30/2025	Pay Req No...	Landscape Art, Inc	WBS No. F-000936-0001-3 Payment Request N...	125,765.96
Total T-0521 Little Thicket Park Impr					803,001.39
T-0522 18th & 19th Reconstruct					
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 1: \$7,000.00	1,750.00
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 2: \$10,250.00	7,687.50
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 3: \$23,000.00	5,750.00
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Task 4: \$3,000.00	0.00
Bill	09/30/2025	15073	Traffic Engineers, Inc.	Direct Costs	475.00
Total T-0522 18th & 19th Reconstruct					15,662.50

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through September 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
T-0523A Shepherd Durham & Cross					
Gen...	07/01/2025	CPA 26-1	CDM Smith Inc.	Reverse of invoice for correction needed	-95,663.17
Bill	07/01/2025	90245312	CDM Smith Inc.	Project: Shepherd & Durham Major Investment P...	96,403.25
Bill	07/31/2025	ARIV1041511	Quiddity Engineering, ...	Total Fee - \$364,200	3,927.12
Bill	07/31/2025	7-2025-27	Goodman Corporation	MRA113 Task 1 - \$127,929	3,080.07
Bill	07/31/2025	7-2025-27	Goodman Corporation	MRA113 Task 2 - \$172,439	4,629.81
Bill	07/31/2025	7-2025-27	Goodman Corporation	MRA113 Task 3 - \$72,617	1,757.25
Bill	07/31/2025	25-1055	Sanford Kuhl Hagan K...	Shepher/Durham Recon July 31, 2025	972.50
Bill	07/31/2025	131827658	Hunton Andrews Kurth	Nicholas Litinas Legal Services Through 07.31.25	3,191.00
Bill	08/31/2025	8-2025-55	Goodman Corporation	MRA113 Task 1 - \$127,929	3,080.07
Bill	08/31/2025	8-2025-55	Goodman Corporation	MRA113 Task 2 - \$172,439	4,629.81
Bill	08/31/2025	8-2025-55	Goodman Corporation	MRA113 Task 3 - \$72,617	1,757.25
Bill	08/31/2025	25-1219	Sanford Kuhl Hagan K...	Shepher/Durham Recon August 31, 2025	455.00
Bill	09/30/2025	9-2025-19	Goodman Corporation	MRA113 Task 1 - \$127,929	3,080.07
Bill	09/30/2025	9-2025-19	Goodman Corporation	MRA113 Task 2 - \$172,439	4,629.81
Bill	09/30/2025	9-2025-19	Goodman Corporation	MRA113 Task 3 - \$72,617	1,757.25
Bill	09/30/2025	9-2025-25	Goodman Corporation	MRA129 Task 1 - \$42,285	2,114.25
Total T-0523A Shepherd Durham & Cross					39,801.34
T-0526 Stude Park Improvement					
Bill	07/31/2025	205775	SWA Group	Stude Park July 1 - July 31, 2025	4,000.00
Bill	07/31/2025	25-1059	Sanford Kuhl Hagan K...	Stude Park July 31, 2025	260.00
Bill	08/31/2025	25-1220	Sanford Kuhl Hagan K...	Stude Park August 31, 2025	1,612.50
Bill	08/31/2025	206340	SWA Group	Stude Park August 1 - August 31, 2025	14,034.03
Bill	09/30/2025	206763	SWA Group	Stude Park September 1 - September 30, 2025	14,012.09
Total T-0526 Stude Park Improvement					33,918.62
T-0534 West 19th Beall Sidewalk					
Bill	07/31/2025	ARIV1041512	Quiddity Engineering, ...	Additional Services Professional Engineer I	360.00
Bill	08/31/2025	ARIV1043739	Quiddity Engineering, ...	Additional Services Professional Engineer I	2,084.60
Total T-0534 West 19th Beall Sidewalk					2,444.60
T-0535 Safety & Mobility Imp					
Bill	07/31/2025	7-2025-28	Goodman Corporation	MRA120 Task 3 - \$28,432	568.64
Bill	08/31/2025	ARIV1043741	Quiddity Engineering, ...	T0535 Waugh Safety - Through Aug 31, 2025	49.80
Bill	09/30/2025	9-2025-20	Goodman Corporation	MRA120 Task 3 - \$28,432	568.64
Total T-0535 Safety & Mobility Imp					1,187.08
T-0536 Public Facilities Imps					
Bill	07/31/2025	25-1060	Sanford Kuhl Hagan K...	T-0536 Public Facilites Imps July 31, 2025	520.00
Total T-0536 Public Facilities Imps					520.00
T-0538 Transportation Area Stud					
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 0: \$56,994.00	8,549.10
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 1: \$49,540.00	19,816.00
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 2: \$9,985.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 3: \$87,072.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 4: \$111,824.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 5: \$68,218.00	
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Task 6: \$93,088.00	13,963.20
Bill	07/31/2025	15022	Traffic Engineers, Inc.	Direct Costs	6,000.00
Bill	07/31/2025	7-2025-29	Goodman Corporation	MRA125 Task 3 - \$5,067	101.34
Bill	07/31/2025	25-1057	Sanford Kuhl Hagan K...	T-0538 Transportation Area Study	617.50
Bill	08/31/2025	8-2025-58	Goodman Corporation	MRA125 Task 3 - \$5,067	101.34
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 0: \$56,994.00	2,849.70
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 1: \$49,540.00	27,247.00
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 2: \$9,985.00	
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 3: \$87,072.00	
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 4: \$111,824.00	
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 5: \$68,218.00	
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Task 6: \$93,088.00	13,963.20
Bill	08/31/2025	15046	Traffic Engineers, Inc.	Direct Costs	0.00
Bill	09/30/2025	9-2025-22	Goodman Corporation	MRA125 Task 3 - \$5,067	760.05
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 0: \$56,994.00	6,839.28
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 1: \$49,540.00	1,486.20

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through September 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 2: \$9,985.00	7,788.30
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 3: \$87,072.00	12,190.08
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 4: \$111,824.00	
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 5: \$68,218.00	
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Task 6: \$93,088.00	5,585.28
Bill	09/30/2025	15083	Traffic Engineers, Inc.	Direct Costs	0.00
Total T-0538 Transportation Area Stud					127,857.57
T-0540 11th St Side Path					
Bill	07/31/2025	25-1056	Sanford Kuhl Hagan K...	Legal services through July 31, 2025	62.50
Bill	08/31/2025	8-2025-56	Goodman Corporation	MRA122 Task 1 - \$32,060	320.60
Total T-0540 11th St Side Path					383.10
T-0541 White Oak @ Greenleaf					
Bill	07/31/2025	ARIV1041513	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf-Through July 31,...	1,170.00
Bill	07/31/2025	7-2025-30	Goodman Corporation	MRA126 Task 3 - \$8,881	266.43
Bill	08/31/2025	8-2025-59	Goodman Corporation	MRA126 Task 3 - \$8,881	177.62
Bill	08/31/2025	ARIV1043742	Quiddity Engineering, ...	T-0541 White Oak at Greenleaf-Through Aug 31,...	290.00
Bill	09/30/2025	9-2025-23	Goodman Corporation	MRA126 Task 3 - \$8,881	177.62
Total T-0541 White Oak @ Greenleaf					2,081.67
T-0543 Congressional Dist 7					
Bill	07/31/2025	25-1058	Sanford Kuhl Hagan K...	T-0543 Sidewalk Improvements July 31, 2025	260.00
Bill	09/30/2025	9-2025-24	Goodman Corporation	MRA127 Task 2 - \$14,088	1,408.80
Total T-0543 Congressional Dist 7					1,668.80
T-0544 Westcott Roundabout					
Bill	07/31/2025	25-1054	Sanford Kuhl Hagan K...	T-0544 Westcott Round About	1,032.50
Bill	08/31/2025	ARIV1043740	Quiddity Engineering, ...	Westcott Roundabout	794.60
Total T-0544 Westcott Roundabout					1,827.10
T-0599 Safe Sidewalk Program					
Bill	07/31/2025	0178349	IDS Engineering Grou...	Sidewalk Evaluation/Recommendations \$82,000	4,100.00
Total T-0599 Safe Sidewalk Program					4,100.00
Total Capital Improvement Plan					1,040,938.12
Total COGS					1,040,938.12
Gross Profit					1,366,475.55
Expense					
Debt Service					
Bond Principal					
Bill	09/01/2025	#11879 SE...	Regions Corporate Trust	Debt Service Payment	970,000.00
Total Bond Principal					970,000.00
Interest Expense					
Bill	09/01/2025	#11879 SE...	Regions Corporate Trust	Debt Service Payment	586,612.51
Total Interest Expense					586,612.51
Total Debt Service					1,556,612.51

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through September 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
Payroll Expenses					
Payroll Taxes					
Check	07/01/2025	EFT	United States Treasury		160.04
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	1,312.85
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	307.03
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	0.00
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	1,312.85
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	307.04
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	0.00
Pay...	09/30/2025	DD1053	Sherry Weesner	Direct Deposit	415.40
Pay...	09/30/2025	DD1053	Sherry Weesner	Direct Deposit	307.04
Pay...	09/30/2025	DD1053	Sherry Weesner	Direct Deposit	0.00
Total Payroll Taxes					4,122.25
Retirement Expense					
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	1,925.00
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	1,925.00
Bill	08/31/2025	170922DF	Futureplan	Administration and Participant Fees 07.01.2024 -...	847.50
Pay...	09/30/2025	DD1053	Sherry Weesner	Direct Deposit	1,925.00
Total Retirement Expense					6,622.50
Salary Payroll					
Pay...	07/31/2025	DD1051	Sherry Weesner	Direct Deposit	19,250.00
Pay...	08/29/2025	DD1052	Sherry Weesner	Direct Deposit	19,250.00
Pay...	09/30/2025	DD1053	Sherry Weesner	Direct Deposit	19,250.00
Total Salary Payroll					57,750.00
Payroll Expenses - Other					
Liab...	07/30/2025		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liab...	07/30/2025		QuickBooks Payroll S...	Sales Tax for TX	0.33
Liab...	08/28/2025		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liab...	08/28/2025		QuickBooks Payroll S...	Sales Tax for TX	0.33
Liab...	09/29/2025		QuickBooks Payroll S...	Fee for 1 direct deposit(s) at \$5.00 each	5.00
Liab...	09/29/2025		QuickBooks Payroll S...	Sales Tax for TX	0.33
Total Payroll Expenses - Other					15.99
Total Payroll Expenses					68,510.74
Program and Project Consultants					
Engineering Consultants					
Bill	07/31/2025	ARIV1041510	Quiddity Engineering, ...	Project Number: 14760-0001-00 July 1 - July 31,...	4,317.50
Bill	08/31/2025	ARIV1043738	Quiddity Engineering, ...	Project Number:14760-0001-00 Aug 1- Aug 31, ...	3,531.25
Total Engineering Consultants					7,848.75
Legal Expense					
Bill	07/31/2025	25-1052	Sanford Kuhl Hagan K...	Legal services through July 31, 2025	2,539.25
Bill	08/31/2025	25-1217	Sanford Kuhl Hagan K...	Legal services through August 31, 2025	1,161.00
Total Legal Expense					3,700.25
Planning Consultants					
Bill	07/31/2025	1387	Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/31/2025	1387	Medley Inc.	Mail Chimp Subscription	13.86
Bill	07/31/2025	7-2025-102	Goodman Corporation	Task 1- \$250,000 NTE	4,650.42
Bill	08/17/2025	1391	Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	08/17/2025	1391	Medley Inc.	Mail Chimp Subscription	13.86
Bill	08/31/2025	8-2025-105	Goodman Corporation	Task 1- \$250,000 NTE	451.01
Bill	09/30/2025	9-2025-109	Goodman Corporation	Task 1- \$250,000 NTE	3,012.67
Bill	09/30/2025	1399	Medley Inc.	Monthly Digital Retainer - September	2,000.00
Bill	09/30/2025	1399	Medley Inc.	Mail Chimp Subscription	13.86
Total Planning Consultants					14,155.68
Total Program and Project Consultants					25,704.68

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through September 2025

Accrual Basis

Type	Date	Num	Name	Memo	Amount
TIRZ Administration & Overhead					
Accounting					
Bill	07/31/2025	2748	The Morton Accountin...	July 2025	1,961.03
Bill	08/31/2025	2749	The Morton Accountin...	August 2025	1,961.03
Bill	09/30/2025	2765	The Morton Accountin...	September 2025	1,961.03
Total Accounting					5,883.09
Administration					
Bill	07/01/2025	06.19-07.18....	Commerce Bank	ULI Membership & Microsoft Credit	707.14
Bill	07/31/2025	25-1051	Sanford Kuhl Hagan K...	Admin/Meeting through July 31, 2025	210.00
Total Administration					917.14
Auditing					
Bill	09/16/2025	2025 Audit I...	McCall Gibson Swedlu...	2025 Audit Interim	10,000.00
Total Auditing					10,000.00
Office Expenses					
Bank Service Charges					
Bill	07/01/2025	06.19-07.18....	Commerce Bank	Returned Payment Fee Reversal	-29.00
Bill	07/01/2025	06.19-07.18....	Commerce Bank	Finance Charge	7.59
Bill	09/01/2025	Sept	Commerce Bank	Finance Charge	6.85
Total Bank Service Charges					-14.56
Total Office Expenses					-14.56
Tax Consultant					
Bill	07/01/2025	63612	Equi Tax Inc.	July 1 - December 31, 2025 2025 Tax Consulting	5,308.20
Total Tax Consultant					5,308.20
Total TIRZ Administration & Overhead					22,093.87
Total Expense					1,672,921.80
Net Ordinary Income					-306,446.25
Net Income					-306,446.25

Memorial Heights Redevelopment Authority – TIRZ 5
Investment Report
FY 2026 July 2025 - June 2026
October 2025

TEXPOOL

Date	Balance	Interest	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Daily Yield
July 31, 2025	\$34,942,767.72	\$127,502.70			4.3120%
August 31, 2025	\$35,070,534.89	\$127,767.17			4.3052%
September 30, 2025	\$35,193,098.80	\$122,563.91			4.2520%
October 31, 2025					
November 30, 2025					
December 31, 2025					
January 31, 2026					
February 28, 2026					
March 31, 2026					
April 30, 2026					
May 31, 2026					
June 30, 2026					

*Transfer from Frost Account

** Transfer to Frost Account

Regions Project Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2025	\$15,585,985.77	\$53,395.74			4.13%
August 31, 2025	\$15,641,468.65	\$55,482.88			4.27%
September 30, 2025	\$15,696,907.69	\$55,439.05			4.25%
October 31, 2025					
November 30, 2025					
December 31, 2025					
January 31, 2026					
February 28, 2026					
March 31, 2026					
April 30, 2026					
May 31, 2026					
June 30, 2026					

Memorial Heights Redevelopment Authority – TIRZ 5

Investment Report

FY 2026 July 2025 - June 2026

October 2025

Regions Debt Service Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2025	\$2,211,892.55	\$318.32	\$2,118,975.00	7/1/2025	4.13%
August 31, 2025	\$2,219,275.55	\$7,383.05			4.27%
September 30, 2025	\$670,529.12	\$7,866.08	-\$1,556,612.51	9/30/2025	4.25%
October 31, 2025					
November 30, 2025					
December 31, 2025					
January 31, 2026					
February 28, 2026					
March 31, 2026					
April 30, 2026					
May 31, 2026					
June 30, 2026					

*September 2025 Bond Payment

**March 2026 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

MHRA Projects

Development	Planning	Design	In Review	Construction	Close Out Activities
<p>P-2025 Westcott and Washington - Preliminary Traffic Study</p> <p>T-522B 19th Street Reconstruction</p> <p>T-536 Public Facility Evaluation</p> <p>T-542 Nicholson@MKT Crossing Improvements (Grant Application)</p> <p>T-535 Sidewalk Improvements (5310 Grant Application)</p>	<p>T-512A 18th Street Pedestrian Improvements (TIP funded)(FTA Transfer)</p> <p>T-526 Stude Park Evaluation and Improvements</p> <p>T-538 Transportation Alternative Study (TASA funded)</p>	<p>T-510 Shepherd & Memorial (FTA- Metro Grant)</p> <p>T-525 North Canal (MHRA is a Funding Partner with COH)</p> <p>T-532/543 Zone Wide and District 7 Safety and Sidewalk Improvements</p> <p>T-539 Shepherd Durham Cross Streets</p> <p>T-540 Lorraine Cherry -White Oak Bayou Connectivity (TIP Funded)(FTA Transfer)</p> <p>T-544 Westcott Roundabout Greenspace</p>		<p>T-520 Houston Ave. & White Oak reconstruction</p> <p>T- 521 Little Thicket (Partnership with Parks Department)</p> <p>T-523 A Shepherd Durham Phase 1 (FHWA Grant)</p> <p>T-523B Shepherd Durham Phase 2 (TIP Funded - COH Construction)</p> <p>T-529 Yale and Center (HSIP Funded (TXDOT Construction)</p> <p>T-535 Waugh Feagan Safety Improvements (HSIP Funded - COH Construction)</p> <p>T-534 19th and Beall Safety Projet (HSIP Funded - TXDOT Construction)</p> <p>T-541 White Oak & Greenleaf (HSIP Funded - COH Construction)</p>	



Safety/Mobility Projects Update

Memorial Heights Redevelopment Authority

October 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. Construction started in April 2025.
- ✓ Contractor has completed the installation of proposed improvements, including the electrical service, and is awaiting activation of the new traffic signals.
- ✓ Coordinated with METRO on the mill and overlay of Washington Avenue that will tie into the Yale & Center intersection.

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.
- ✓ The punch list walk with HPW has been requested.
- ✓ Prepared and submitted as-built drawings.
- ✓ Continue coordination with TxDOT and Garret Shields to assist in close out.

Heights/MKT Bike/Ped Safety

Project Sponsor: MHRA

- ✓ Installation of various bike/ped improvements across the Zone.
- ✓ Construction complete.
- ✓ Coordinating with HPW on final acceptance.



QUIDDITY



White Oak at Greenleaf Safety Improvements

Update (T-0541)

Memorial Heights Redevelopment Authority
HSIP

October 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 – Bids received September 25, 2025.
3. Estimated Grant Cost - \$267,000.

Last Month's Accomplishments

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

- ✓ Project was bid by HPW with one other project.
- ✓ Bids were received on September 25, 2025.
- ✓ Two contractors submitted bids.
- ✓ Received and review bid tabulation and recommended award to the apparent low bidder (Brizo).

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Assist HPW to transfer project to the construction phase.
- ✓ Provide engineering services for the White Oak at Greenleaf project during construction.

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, HPW, and TGC on the expectations of the project and coordination with the project partners.



QUIDDITY



Shepherd at Memorial Update (T-0510)

Memorial Heights Redevelopment Authority
Houston Public Works
METRO
Council District C
October 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, extension of existing bridge, and paving markings to ensure better connectivity.
2. Schedule – 60% Pending to allow Coordination with HPW, Council District C, METRO, and St. Thomas HS.
3. Estimated Project Cost – Pending Final Project Scope.

Last Month’s Accomplishments

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

- ✓ Received response from METRO, HPW, and Council District C.
- ✓ Prepared work authorization to replace traffic signals in the intersection and add a larger center median.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Continue coordination of proposed improvements along Shepherd Drive with St. Thomas High School.
- ✓ Continue coordination of proposed traffic signal improvements with Houston Public Works.
- ✓ Updated 60% plans to be submitted for review and comments.

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.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0510 – Pedestrian Improvements Shepherd at Memorial
Work Authorization No. 3 – Final Design Traffic Signal Safety Modifications

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

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The ENGINEER shall provide final design engineering services for the construction of safety improvements at the intersection of Shepherd and Memorial Drives, including replacement of the existing traffic signals and installation of a new center median.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Planning Phase Services for the project.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a total fee not to exceed amount of \$74,806.00.

Basic Services – Quiddity	\$17,970.00
Additional Services	\$56,836.00
Total	\$74,806.00

- 4.0 PROJECT SCHEDULE: This work will require 6 months to complete.

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

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

QUIDDITY ENGINEERING, LLC

By: 

Name: Kristen Hennings

Title: Sr. Project Manager

ATTEST: 

October 15, 2025

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

Re: Pedestrian Improvements Shepherd at Memorial Project (T-0510)
Proposal for Professional Services for Traffic Signal and Median Modifications
Houston, Texas

Dear Sherry:

Quiddity Engineering (QE) appreciates the opportunity to present this proposal for Final Design services to update the proposed improvements to include traffic signal modifications/replacements and additional pavement, overlay, and curb work in the intersection of Shepherd Drive at Memorial Drive in connection with the Pedestrian Improvements Shepherd at Memorial project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5 (see Exhibit 1). QE will perform the service as described below.

The scope of work detailed below results from coordination with MHRA, METRO, Council Member Kamin's office, and Houston Public Works (HPW) over the past few months. Existing partnerships and opportunities developed to improve upon the scope presented in prior work authorizations as part of this project. The project understanding and scope of work reflect our current understanding of the agreed upon changes in scope.

Project Understanding

The additions to the project include the following components:

- Reconfiguration of the existing center medians and travel lanes through the intersection to improve traffic movement and safety
- Reconfiguration of the existing traffic signal and the addition of traffic signal poles and heads to improve the handling of traffic movements through the intersection
- Engagement of a Structural Engineer to perform structural analysis to support the proposed traffic signal improvements within the project limits
- Addition of resurfacing of the roadway through the intersection

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

Scope of Services

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

1. Project Management and Coordination
QE will provide continued project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.



2. Data Collection

Refresh existing City of Houston public utility record drawings and records requests to CenterPoint Energy, AT&T, and other pertinent private utility record drawings. Conduct a site visit with the Structural Engineer to collect pertinent first-hand knowledge of the existing roadway bridge, its condition, context, adjacent land uses, and access needs related to the addition of traffic signal poles. Assess electrical conditions for service to the new traffic signal poles.

3. Plan Revisions for Traffic Signal and Median Additions

QE will modify the design plan set to include modifications of the following plans to accommodate the addition of the traffic signal and median, update estimates of construction costs, update project specifications, conduct internal QC reviews, conduct constructability review, update construction duration calculations, and submit design packages to MHRA and HPW for design milestones (60%, 90%, 100%).

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

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

1. Traffic Signal Modifications (Lump Sum)

QE will prepare traffic signal plans to modify/remove the existing traffic signals and install new traffic signals, where applicable, for the project in accordance with City standards and specifications. The traffic signal design plans will include existing conditions layout, proposed traffic signal layout, traffic signal pole schedule, cable schematic, traffic signal general notes, applicable agency standard detail sheets, and summary of traffic signal quantities.

2. Surveying Services (Hourly)

QE will gather additional topographic survey within the Shepherd Drive at Memorial Drive intersection to support the traffic signal modifications.

3. Structural Services (Lump Sum)

Structural Design – Based on HPW, MHRA, and design team coordination efforts, CSF will analyze the existing bridge structure for median and traffic signal pole modifications/additions. CSF will also prepare structural details to mount new traffic signal poles to the existing bridge structure. A detailed breakdown of the structural design level of effort to complete these services is provided in Attachment B.

Assumptions

1. This proposal is based on the recommendations made in collaboration between MHRA, QE, CSF, and HPW as depicted in Exhibit 1. Deviations from the recommendations may require revisions to QE's scope and fees or Additional Services.



MHRA Pedestrian Improvements Shepherd at Memorial (T-0510) Traffic Signal/Median Modifications

Page 3

October 15, 2025

2. The design of the Pedestrian Improvements Shepherd Memorial project will be based on the requirements of the City of Houston *Infrastructure Design Manual*, dated November 27, 2023. Should the City change any criteria, it would likely result in a change in design scope and request for Additional Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction costs.

Schedule

QE understands there is an aggressive schedule for the project to complete the design phase in six (6) months. QE will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.

Proposed Fee

QE is requesting a total fee of **\$74,806.00** for the Final design services described in this proposal. (\$17,970.00 in Basic Services as a lump sum fee and \$55,836.00 in Additional Services as hourly fees)

Invoices will be submitted by QE monthly on a percentage of completion basis and the full amount will be due and payable to QE upon receipt. If the MHRA objects to all or any portion of an invoice, MHRA will notify QE in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. MHRA will pay an additional charge of 0.75% of the invoiced amount per month for any payment received by QE more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the MHRA. Payment thereafter will be first applied to accrued interest and then to the principal unpaid amount. In the event of a conflict between this agreement and the PSA, the PSA governs.

Special Considerations

This proposal is based on the following special considerations:

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



MHRA Pedestrian Improvements Shepherd at Memorial (T-0510) Traffic Signal/Median Modifications

Page 4

October 15, 2025

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, appearing to be "S. D. H.", written over a light blue rectangular background.

Senior Client Manager

A handwritten signature in blue ink that reads "Kristen Hennings", written over a light blue rectangular background.

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

Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0510 Memorial Shepherd\WA3\2_2025.10.15_MHRA Shepherd at Memorial Final Design Proposal.docx

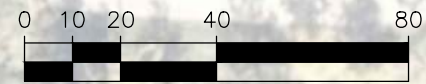
DEPELCHIN CHILDREN'S CENTER

ST. THOMAS HIGH SCHOOL

SHEPHERD DRIVE

MEMORIAL DRIVE

EXHIBIT 1




SCALE: 1" = 40'

PEDESTRIAN IMPROVEMENTS
SHEPHERD AT MEMORIAL

MARCH 2025



Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

		Practice Leader	PEV	PEIV	PEIII	PEII	PEI	DEII	DEI	Construction MV	Admin III	Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$235.00	\$205.00	\$180.00	\$155.00	\$130.00	\$240.00	\$115.00					
BASIC SERVICES																
Task 200 - Final Design Phase Services																
1	Project Management and Coordination		8					8			4	\$4,020			\$0.00	\$4,020.00
2	Data Collection		4					4				\$1,780			\$0.00	\$1,780.00
Task 200 - Final Design Phase Services																
3	Plan Revisions for Traffic Signal and Median Additions (Lump Sum)															
a	Modify Design Plan Set (60%, 90%, 100%)											\$0			\$0.00	\$0.00
	Cover Sheet											\$0			\$0.00	\$0.00
	Overall Layout Sheet		1					2				\$600			\$0.00	\$600.00
	Demolition Plans (1 sheet)		1					2				\$600			\$0.00	\$600.00
	Plan Sheet (2 sheets)		1					4				\$910			\$0.00	\$910.00
	Storm Lateral for Mitigation		1					4				\$910			\$0.00	\$910.00
	Proposed Signing & Pavement Marking Plans (1 sheet)		1					4				\$910			\$0.00	\$910.00
	Traffic Control Plan		4					8				\$2,400			\$0.00	\$2,400.00
	Storm Water Pollution Prevention Plan											\$0			\$0.00	\$0.00
b	Prepare Estimations of Construction Costs (60%, 90%, 100%)		4					4				\$1,780			\$0.00	\$1,780.00
c	Prepare Project Specifications (60%, 90%, 100%)		4									\$1,160			\$0.00	\$1,160.00
d	Internal QC Review (60%, 90%, 100%)		4									\$1,160			\$0.00	\$1,160.00
e	Constructability Review (60%, 90%)		4									\$1,160			\$0.00	\$1,160.00
f	Design Review Submittal to MHRA and HPW (60%, 90%, 100%)											\$0			\$0.00	\$0.00
g	Construction Duration Calculations		2									\$580			\$0.00	\$580.00
h	HPW Approval											\$0			\$0.00	\$0.00
Task 400 - Additional Engineering Services																
1	Traffic Signal Design (QE) (Lump Sum)(FULL REBUILD)			30	50		60		120			\$46,100			\$0.00	\$46,100.00
Task 500 - Surveying Services																
2	Topographic or Boundary Survey (Hourly)															
a	Additional Survey As Needed for Traffic Signal Design											\$2,500.00			\$0.00	\$2,500.00
Task 600 - Structural Svices																
3	Structural Services (Lump Sum)															
a	Weight Analysis of Existing Bridge for Median and Traffic Signal Poles												\$2,000.00		\$2,160.00	\$2,160.00
b	Structrual Details for Traffic Signal Poles												\$4,000.00		\$4,320.00	\$4,320.00
Hours Subtotal		0	39	30	50	0	60	40	120	0	4					
SUBTOTAL BASIC SERVICES		\$ -	\$ 11,310	\$ 7,950	\$ 11,750	\$ -	\$ 10,800	\$ 6,200	\$ 15,600	\$ -	\$ 460	\$66,570	\$6,000.00	\$0.00	\$6,480.00	\$73,050.00

Cost Estimate
Engineering Services
Shepherd at Memorial Dr Bridge Modifications Additional Services

Task #	Description	Sht's	Principal	Project Manager	Structural Engineer	Civil Engineer	Surveyor	Civil/Structural Designer	CAD Designer	Clerical	Total Hours	Cost Estimate
		Rate	\$ 225.00	\$ 165.00	\$ 175.00	\$ 175.00	\$ 105.00	\$ 115.00	\$ 86.00	\$ 75.00		
Phase 1												
												\$ -
												\$ -
												\$ -
Phase 2												
1	Client Coordination			8							8	\$ 1,320.00
2	Design Calculations Pole and Median Assessment				36						36	\$ 6,300.00
3	Engineering Construction Cost Estimate for Scope		1	1	1						3	\$ 565.00
4	Traffic Pole Anchor Plan Details	0.5			3			8			11	\$ 1,445.00
8	QA/QC		1	2	4			4			11	\$ 1,715.00
9	Document review & coordination			2	4			8			14	\$ 1,950.00
Phase 3												
10	Bid/Review		1	1	1						3	\$ 565.00
11	Submittals				2			4			6	\$ 810.00
12	RFI Responses				4			2			6	\$ 930.00
13	Field Observations				4						4	\$ 700.00
												\$ -
		0.5										
	Total Manhr per Sheet	204										
Sub Total CSF Labor Cost Estimate			3	14	59	0	0	26	0	0	102	\$ 16,300.00
Sub Consultant Fees							Markup	1.1		Fee		Fee w/MU
												\$ -
												\$ -
												\$ -
												\$ -
Total Sub-Consultant Fee's												\$ -
Total Fee												\$ 16,300.00
Expenses												Amount
Parking /Courier/Survey Supplies/ Mileage												
Total Expense Allowance												\$ -
Total Fee plus Expenses												\$ 16,300.00



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

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-543-2

IDS Engineering Group Authorization No. 2 – Safe Sidewalk and Path Connections Final Design- Project 1

This WORK AUTHORIZATION authorizes consultant services to be performed by IDS ENGINEERING GROUP (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 for design and bid phase services for MHRA Safe Sidewalk and Path Connections.
- 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 for a not to exceed amount of \$311,527.00. If tasks or subtasks are determined not to be necessary, IDS will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by August 2027.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of October 23, 2025.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

IDS ENGINEERING GROUP

By: Carol D. Harrison

Name: Carol Harrison, P.E., PMP, ENV SP

Title: Director of Public Works

October 3, 2025

Ms. Sherry F. Weesner, P.E.
President
Memorial Heights Redevelopment Authority
1980 Post Oak Blvd., Suite 1380
Houston, TX 77056
Sherry@memorialheightstirz5.com

Reference: Proposal to Perform Professional Engineering and Surveying Services for
Memorial Heights Redevelopment Authority (MHRA) Safe Sidewalk and Path Connections
Final Design – Project 1
Houston, Texas
IDS Project No. 2453-001-01

Dear Ms. Weesner:

IDS Engineering Group (IDS) is pleased to submit this proposal to perform professional engineering and surveying services required to prepare plans, specifications, and estimates (PS&E), as well as associated documentation and tasks for the design of sidewalk improvements in various locations for the MHRA. The scope of work encompasses the reconstruction of existing sidewalks in poor condition and the installation of new sidewalks in areas where no sidewalk currently exist. These improvements are consistent with the recommendations outlined in the Draft Memorandum titled *MHRA Safe Sidewalk and Path Connections Evaluation and Recommendations* dated June 10, 2025. The proposed improvements align with the Base Project + Option 2A, with project limits detailed in **Attachment A** and listed below.

- Bevis from 22nd to TC Jester
- Beall from 22nd to 14th
- 17th from Bevis to Durham
- 15th from Beall to Durham
- Dian from 15th to 14th
- 14th from Dian to Durham

MHRA has received a \$850,000 federal grant for sidewalk improvements which is part of a Community Project Funding (CPF) request for FY 2024, facilitated by U.S. Representative Lizzie Fletcher of Texas' 7th District. The project will be part of an Advanced Funding Agreement (AFA) with TxDOT, but will be locally let and therefore be prepared in accordance with City of Houston standards.

Our services will include design and bid phase services. Design services will include limited topographic survey, sidewalk design (including drainage conveyance improvements related to proposed sidewalks, signage and pavement markings, ADA ramp design), traffic control, SWPPP, utility coordination, and tree protection/mitigation plans.

Our services will conform with and be performed in accordance with the latest version of applicable City of Houston procedures, manuals, guidelines, standard drawings, and standard specifications. When design criteria are not identified in the manuals, the Engineer shall refer to the American Association of State Highway and Transportation Officials (AASHTO), Guide for the Planning, Design, and Operation of Pedestrian Facilities, and The ADA Standards for Accessible Design. When design criteria cannot be met, the Engineer shall request variances, as needed, through the City of Houston.

It is understood that while the project will be locally let and designed in accordance with City of Houston standards, TxDOT will also review the project in accordance with the AFA.

BASIC SERVICES

1. Preliminary Design Services
 - a. IDS will prepare preliminary layout (30%) level of proposed sidewalk alignment, identifying areas where storm pipe will be needed to enclose ditches. The preliminary layout will be prepared on COH title block and include plan view only.
 - b. Submit layout to MHRA for review and meet with MHRA to discuss layout and comments.
 - c. Update layout based on comments from MHRA submit 30% design to City of Houston and TxDOT.
 - d. Prepare Opinion of Probable Construction Cost (OPCC).
 - e. Coordinate with City of Houston Interagency and determine if a Design Concept Report (DCR) Intake Form is required. If required, submit form to City of Houston. Attend meeting with City of Houston to discuss project.

2. Design Services
 - a. Upon approval of the 30% layout by MHRA and COH, prepare construction drawings in accordance with City of Houston standards.
 - b. Milestones will include 60%, 90%, and Final drawings. It is assumed all drawings and submittals will be provided to Owner and Agency electronically.
 - c. Plan sheets will include:
 - i. Cover Sheet
 - ii. General Notes
 - iii. Overall Project Layout
 - iv. Survey Control Map
 - v. Plan and Profile Sheets (Profile to be provided only where required)
 - vi. Drainage Area Map & Calculations
 - vii. Tree Protection and Mitigation Plans (by M2L)
 - viii. Standard Construction Details
 - d. Provide Opinion of Probable Construction Cost (OPCC) at each milestone.
 - e. Identify encroachments and coordinate with MHRA to address encroachments.
 - f. Submit plans to City of Houston Interagency and TxDOT at each milestone for review.
 - g. Submit plans to Texas Department of Licensing and Regulation (TDLR) for review and approval of sidewalks. Register the project with the TDLR. Review plans and provide comments for adherence to Texas Accessibility Standards. Coordinate with the TDLR

provider for the completion of the tasks. Scope of services includes preparation of forms, submittal of plans for review, and addressing any comments from review.

- h. Prepare a contract including any federal provisions and requirements as supplied by MHRA. Prepare Bid Form, Specification Table of Contents, Special Specifications, Summary of Work, and SWPPP documents.
3. Utility Coordination
 - a. IDS will research existing public and private utilities and send records requests to all utilities found during 811 call.
 - b. At each milestone (30%, 60%, 90% and Final), we will prepare a utility conflict table and submit milestone drawings to utility companies for their review.
 - c. Prepare utility letters in accordance with City of Houston requirements to be submitted to utility companies.
 - d. Attend City of Houston utility coordination meetings and prepare agenda for meetings.
 - e. Obtain utility signatures or No Objection letters.
 4. Project Management
 - a. Coordination with agencies (as needed), subconsultants, grant consultant (if needed), and MHRA staff.
 - b. Attend monthly meetings with MHRA for the duration of the design stage.
 - c. Prepare and submit monthly status reports with schedule update.

Bid Phase Services

1. Prepare advertisement and submit to newspaper.
2. Obtain bids through a competitive bid process. IDS will utilize CivCAST for bidding process.
3. Facilitate pre-bid meeting.
4. Respond to questions and prepare addenda as needed.
5. Facilitate bid opening. Prepare bid summary and bid tabulation.
6. Review bids, conduct reference checks and prepare a recommendation of award letter.
7. Prepare contract documents for execution.

Additional Services

Surveying Services (MBCO)

1. Control Survey
 - a. MBCO will establish horizontal control based on the Texas Coordinate System of 1983, South Central Zone No. 4204, and utilize the vertical datum NAVD88 (2001 Adjustment) and Geoid 18.
 - b. Vertical control will be tied to the nearest Harris County Flood Control District monumentation, if available to the site.
 - c. Control maps will be created for the primary control points. Control maps will include an overall index sheet of all primary control and a detail for each control point.

2. Category 6 Condition 1 Topographic Survey

MBCO will perform a limited topographic survey that substantially meets the standards described in the TSPS Manual of Practice for Land Surveying in the State of Texas for a Category 6, Condition 1 Topographic Survey, to include but not limited to:

- a. Survey limits will be as shown in Exhibit A.
- b. Locate all visible above-ground improvements and natural ground elevations within the project area, including but not limited to roadside ditches, curb and gutter, edge of paving, roadway striping, manholes, inlets, culverts, driveways, fences, above ground utilities.
- c. Locate Ornamental trees or Landscape trees with a diameter of 4" and larger.
- d. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- e. Provide pipe flow line elevations, size, material and directions of all sanitary sewer lines, storm sewer lines and driveway culverts. Top of rim or top of grate and flow line elevations shall be recorded on all inlets, manholes and drainage structures.
- f. MBCO will not guarantee that utility companies will mark their lines for a Texas One Call request for a Design/Survey request. (MBCO cannot be held liable for the completeness or accuracy of marks provided by others).
- g. MBCO will include record drawings into the topographic file to augment the utility information collected in the field.
- h. MBCO, if requested, will attend monthly meetings for the project during the time we are actively working on the project.
- i. MBCO will attend the survey verification and QA/QC walk-through with the client.
- j. MBCO will not collect survey data for the full right-of-way (ROW) along the entire project corridor limits. Instead, data collection will be limited to designated segments on each street, which may include only one side of the roadway in certain areas. The specific survey extents are delineated in the exhibits provided by IDS for this proposal and include the following streets: Bevis, Beall, Dian, W14th, W15th, and W17th.

Tree Protection and Mitigation Plan (M2L)

1. Tree Analysis – conduct a preliminary review and analysis of existing trees within the project area and an estimate of trees to be preserved, removed and mitigated base on the City of Houston’s tree preservation requirements during the preliminary engineering phase of the project.
2. Tree Preservation Plan – conduct a thorough review of all trees within the proposed rights-of-way. Prepare plans, technical specifications, and an estimate of tree preservation costs at each project phase.
 - a. Locate, identify, and review the conditions of all trees and landscapes in the public ROW 1-1/2" in caliper or greater. Specimen trees will be photo-documented and reviewed for current health and potential to be preserved.
 - b. Review proposed engineering improvements and potential impact on the existing trees. Based upon review, propose specific tree preservation treatments for each tree to be preserved. Trees that are not in good health or may decline during or after construction and pose a potential liability issue will be noted to be removed.
 - c. Tree preservation plans will be submitted at 60%, 90%, and final project milestones and adhere to any applicable City of Houston code and/or regulation.

- d. All work will be overseen by a Texas certified arborist.
3. Tree Mitigation Plans - Upon approval of The Tree Preservation Analysis, Preservation Plans, and estimate of probable construction costs, develop working drawings and technical specifications to mitigate tree removal and restore existing site landscaping. Prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

Storm Water Pollution Prevention Plan (SWPPP)

1. Prepare stormwater pollution prevention plans for inclusion in the construction plans.
2. Prepare NPDES/SW3P report.

Traffic Control Plan

1. Prepare traffic control standard details for inclusion in the construction plans. It is assumed that a detailed traffic control plan will not be required for the project.

Public Outreach Support

1. Provide support for a public outreach meeting including preparation of exhibits and attendance at the meeting. The meeting will be facilitated by MHRA.

Optional Additional Services

Geotechnical Investigation and Reporting (HTS)

Based on sidewalk layout and feedback from City of Houston, limited geotechnical investigation and reporting may be needed in select locations. Our proposal includes an allowance to perform geotechnical borings, laboratory testing, and reporting on a time and materials basis. Once the level of service required is determined, IDS will obtain a cost to complete those services which will be submitted to MHRA for approval prior to conducting any investigation.

Project Milestones

Project Milestones will include 30%, 60%, 90% and Final Submittals. A draft project schedule is included in **Attachment B** "Project Schedule."

Exclusions

1. Any submittals other than those stated above. Should additional submittals be requested, it will be billed as an additional service.
2. Drainage Study.
3. Design of drainage improvements other than those required to enclose existing ditches to construct sidewalk on top.
4. Waterline and sanitary sewer design.
5. Street light design.
6. Environmental services.
7. Level A & B SUE Investigation.
8. Resolution of right-of-way. Design will be based on apparent ROW.
9. Traffic Impact Study or collection of traffic count data.
10. Traffic Signal Design.

11. Construction Phase Services.
12. Facilitation of Public Outreach Meeting. IDS will provide supporting documentation to the TIRZ who will facilitate the public outreach meeting.

Compensation:

We propose to provide the above-described services for the fees itemized below to be invoiced monthly based on the percent of services complete. Our Level of Effort for Basic Services is included as **Attachment C**.

Basic Services		
Design Services	\$ 166,147.00	Fee
Bid Phase Services	\$ 11,112.00	Fee
Total Basic Services	\$ 177,259.00	Fee
Additional Services		
Surveying Services*	\$ 82,900.00	Fee
Tree Protection and Mitigation Plan*	\$ 20,350.00	Fee
Storm Water Pollution Prevention Plan (SWPPP)	\$ 9,370.00	Fee
Traffic Control Plan	\$ 1,660.00	Fee
Public Outreach Support	\$ 2,888.00	Fee
Total Additional Services	\$ 117,168.00	Fee
Reimbursable Expenses		
Reproduction, Deliveries, Advertising Fees, Etc	\$ 1,500.00	Estimated
TDLR Plan Review	\$ 600.00	Estimated
Total Reimbursable Expenses	\$ 2,100.00	Estimated
Total Basic + Additional Services + Reimbursable	\$ 296,527.00	Estimated
Optional Additional Services		
Geotechnical Investigation (Allowance)	\$ 15,000.00	T&M
<u>MWBDE Summary</u>		
MBCO (Surveying Services)	\$ 73,365.00	
M2L (Tree Protection/Mitigation)	\$ 18,500.00	
Total MWDBE	\$ 91,865.00	
<i>Total Contract Amount</i>	<i>\$ 296,527.00</i>	
% MWDBE	31.0%	

* Includes 10% Subconsultant Markup

Ms. Sherry F. Weesner, P.E.
Memorial Heights Redevelopment Authority
October 3, 2025
Page 7

This work effort will be performed consistent with the terms and conditions of the Master Services Agreement (MSA). Reimbursable expenses will be billed at cost. Reimbursable expenses include, but are not limited to, reproduction, deliveries, out-of-town travel, agency review fees, application fees.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions, please do not hesitate to contact either of us.

Respectfully submitted,



Carol D. Harrison, P.E., PMP, ENV SP
Director of Public Works



Rich Fuller, P.E., ENV SP
Senior Project Manager

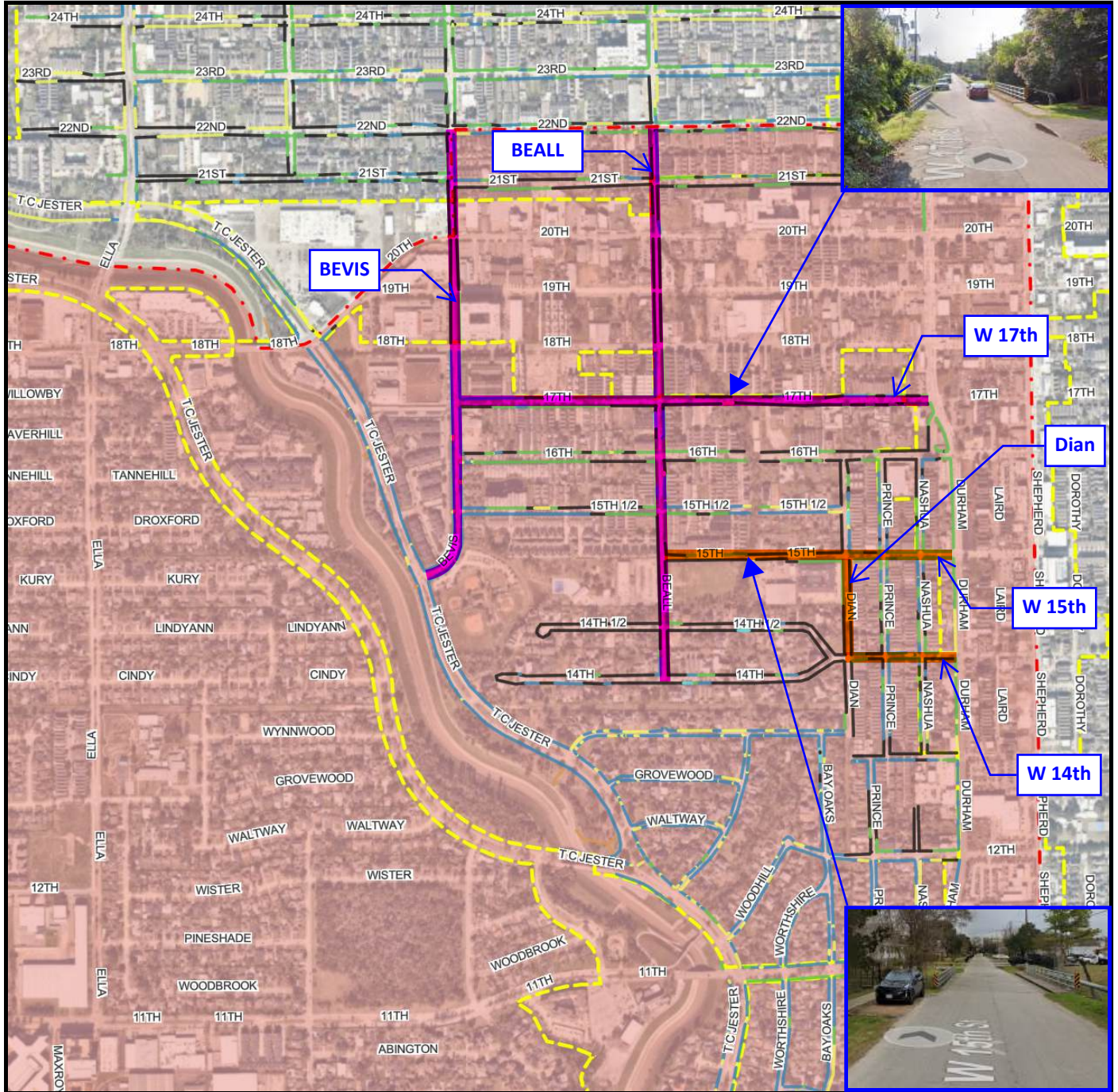
Attachments

- Attachment A – Project Limits
- Attachment B – Project Schedule
- Attachment C – Level of Effort
- Attachment D – Subconsultant Proposals

\\idseg.com\fs\Projects\2400\245300101 MHRA Sidewalks Project 1\PM\010 Proposal\V2\2025-10-03 MHRA Sidewalk Project 1- Design Proposal.docx

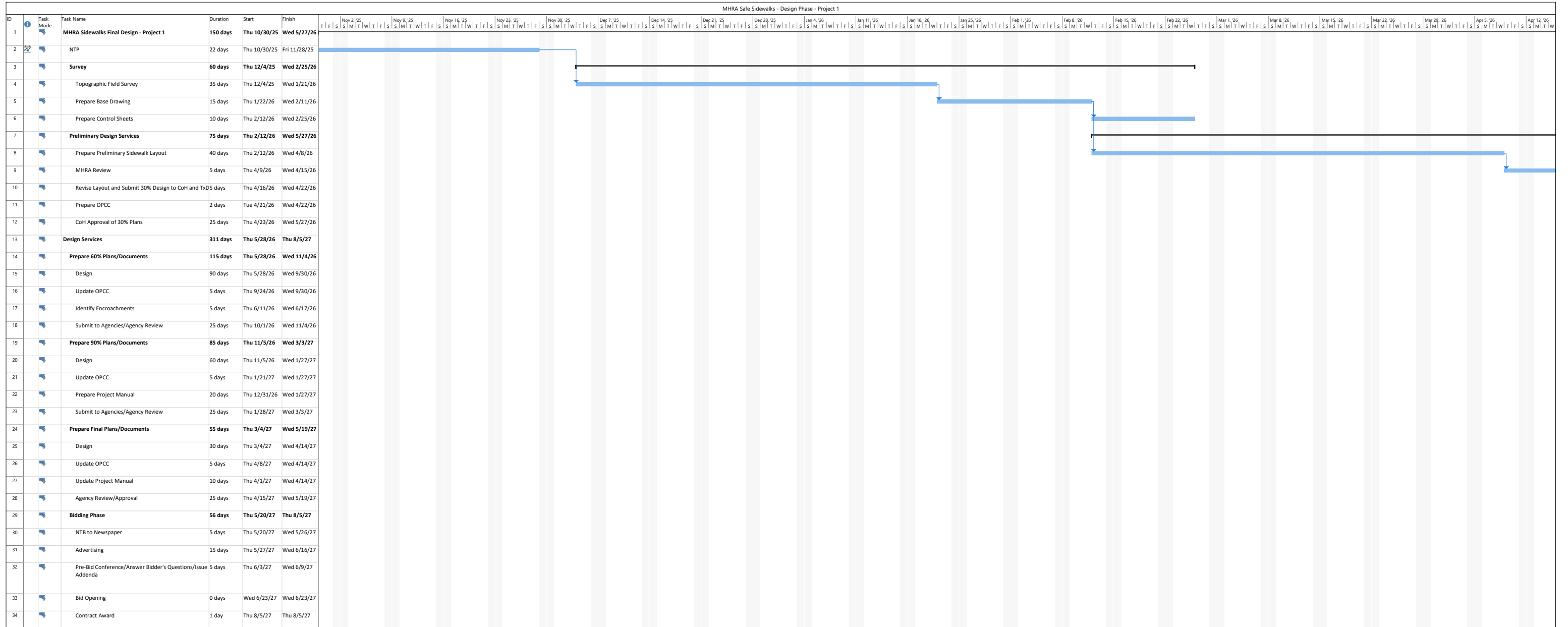
**ATTACHMENT A
PROJECT LIMITS**

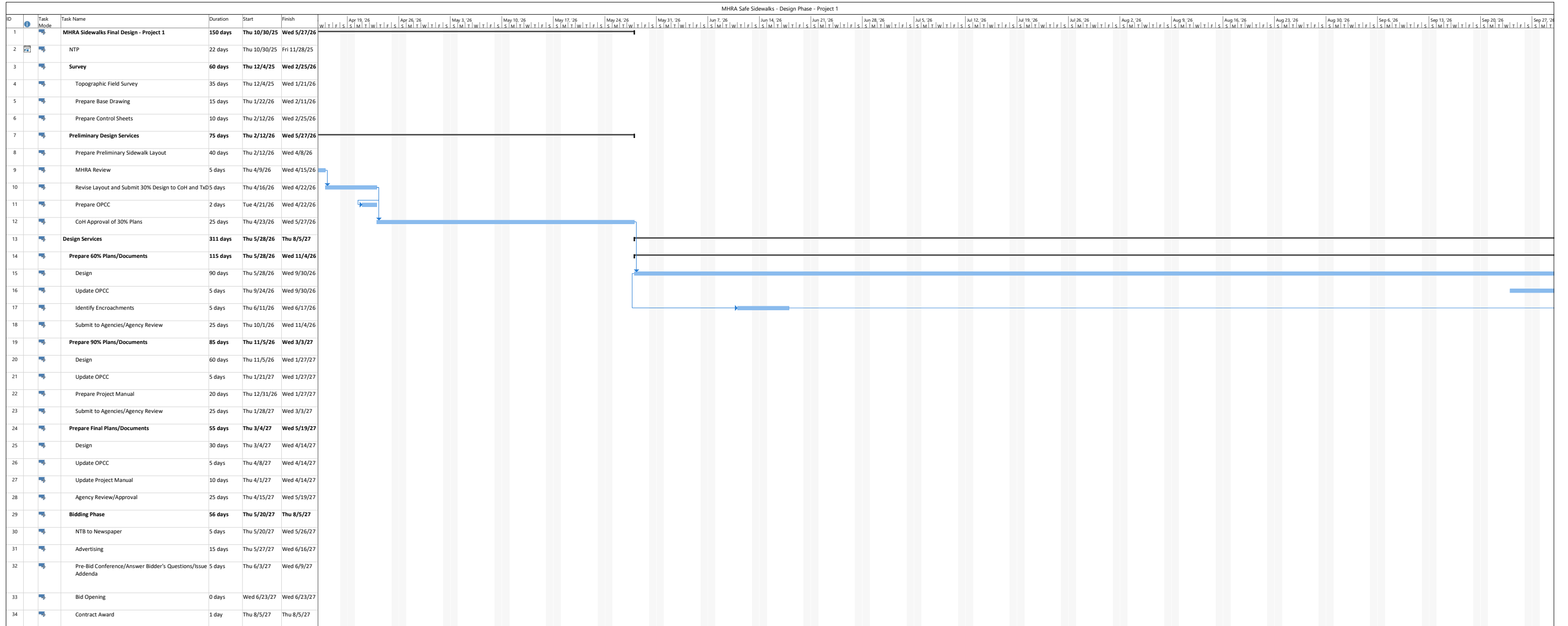
**MHRA TIRZ SAFE SIDEWALKS
BASE PROJECT + OPTION 2A**



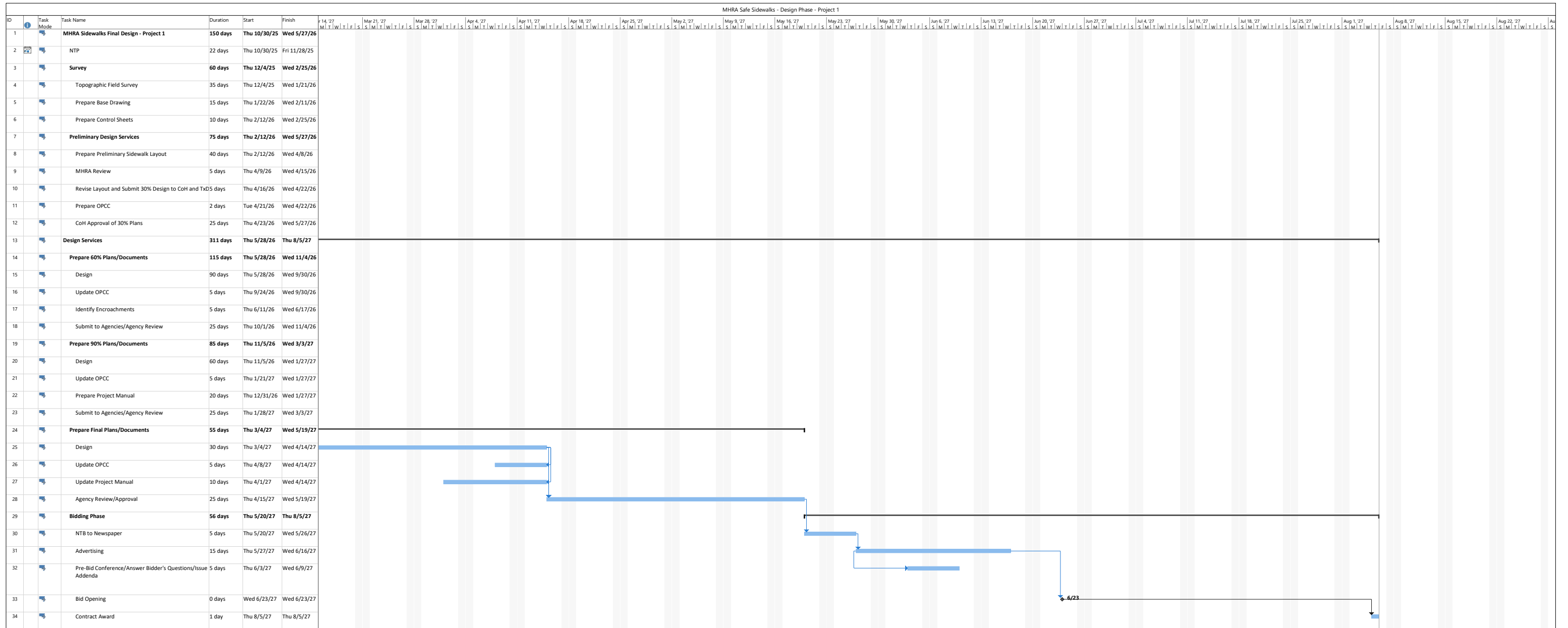
MEMORIAL HEIGHTS
REDEVELOPMENT AUTHORITY

ATTACHMENT B





ID	Task Mode	Task Name	Duration	Start	Finish
1		MHRA Sidewalks Final Design - Project 1	150 days	Thu 10/30/25	Wed 5/27/26
2		NTP	22 days	Thu 10/30/25	Fri 11/28/25
3		Survey	60 days	Thu 12/4/25	Wed 2/25/26
4		Topographic Field Survey	35 days	Thu 12/4/25	Wed 1/21/26
5		Prepare Base Drawing	15 days	Thu 1/22/26	Wed 2/11/26
6		Prepare Control Sheets	10 days	Thu 2/12/26	Wed 2/25/26
7		Preliminary Design Services	75 days	Thu 2/12/26	Wed 5/27/26
8		Prepare Preliminary Sidewalk Layout	40 days	Thu 2/12/26	Wed 4/8/26
9		MHRA Review	5 days	Thu 4/9/26	Wed 4/15/26
10		Revise Layout and Submit 30% Design to CoH and TxD5	days	Thu 4/16/26	Wed 4/22/26
11		Prepare OPCC	2 days	Tue 4/21/26	Wed 4/22/26
12		CoH Approval of 30% Plans	25 days	Thu 4/23/26	Wed 5/27/26
13		Design Services	311 days	Thu 5/28/26	Thu 8/5/27
14		Prepare 60% Plans/Documents	115 days	Thu 5/28/26	Wed 11/4/26
15		Design	90 days	Thu 5/28/26	Wed 9/30/26
16		Update OPCC	5 days	Thu 9/24/26	Wed 9/30/26
17		Identify Encroachments	5 days	Thu 6/11/26	Wed 6/17/26
18		Submit to Agencies/Agency Review	25 days	Thu 10/1/26	Wed 11/4/26
19		Prepare 90% Plans/Documents	85 days	Thu 11/5/26	Wed 3/3/27
20		Design	60 days	Thu 11/5/26	Wed 1/27/27
21		Update OPCC	5 days	Thu 1/21/27	Wed 1/27/27
22		Prepare Project Manual	20 days	Thu 12/31/26	Wed 1/27/27
23		Submit to Agencies/Agency Review	25 days	Thu 1/28/27	Wed 3/3/27
24		Prepare Final Plans/Documents	55 days	Thu 3/4/27	Wed 5/19/27
25		Design	30 days	Thu 3/4/27	Wed 4/14/27
26		Update OPCC	5 days	Thu 4/8/27	Wed 4/14/27
27		Update Project Manual	10 days	Thu 4/1/27	Wed 4/14/27
28		Agency Review/Approval	25 days	Thu 4/15/27	Wed 5/19/27
29		Bidding Phase	56 days	Thu 5/20/27	Thu 8/5/27
30		NTB to Newspaper	5 days	Thu 5/20/27	Wed 5/26/27
31		Advertising	15 days	Thu 5/27/27	Wed 6/16/27
32		Pre-Bid Conference/Answer Bidder's Questions/Issue Addenda	5 days	Thu 6/3/27	Wed 6/9/27
33		Bid Opening	0 days	Wed 6/23/27	Wed 6/23/27
34		Contract Award	1 day	Thu 8/5/27	Thu 8/5/27



ATTACHMENT C

BASIC SERVICES LEVEL OF EFFORT

MHRA - Safe Sidewalk and Path Connections - Final Design

2453-001-01

DATE: October 2, 2025

Final Design for Base Project + Option 2A

ITEM #	DESCRIPTION	PRIN	SR PM	PM	PE/SEN ENG	ENG/EIT	SR PROD or GIS	PROD	ADMIN	TOTAL HOURS	COST/ SHT	TOTAL COST
Project Management, Agency Coordination												
	Project Management		2	8					4	14	\$ -	\$ 3,156
	Project External Design Meetings (Teams Meetings, up to 6)			6		6				12	\$ -	\$ 2,442
	Internal Meetings (Concept, 1-line, 3 Pre-Routing)			5		5	5			15	\$ -	\$ 2,910
	Site Visit			2		2				4	\$ -	\$ 730
	Agency Coordination and/or Response to Review Comments			3	6	24				33	\$ -	\$ 5,736
	TDLR Submittal			1		2			1	4	\$ -	\$ 687
	QA/QC Oversight for Duration of Project			9						9	\$ -	\$ 2,268
	Sub-Total Project Management		2	32	8	39	5	5	5	91		\$ 17,929
Plans												
1	Cover Sheet			1		1	2	4		8	\$ 1,235	\$ 1,235
2	Index of Sheets			1		1	2	4		8	\$ 1,235	\$ 1,235
3	General Notes			1		4		4		9	\$ 1,350	\$ 1,350
4 - 5	Legend and Abbreviations					2		4		6	\$ 415	\$ 830
6	Project Layout			1		5	5	8		19	\$ 2,900	\$ 2,900
7 - 10	Survey Control/Control Point					4		8		12	\$ 415	\$ 1,660
11 - 35	P&P Sheet			50		175	175	125		525	\$ 3,380	\$ 84,500
36 - 37	Plan View for Panel Replacement			1		8	10	16		35	\$ 2,640	\$ 5,280
36 - 41	Drainage Area Map & Calculations			12		36	24	24		96	\$ 2,570	\$ 15,420
38 - 39	Misc Details - Project Specific			2		8	8	8		26	\$ 2,050	\$ 4,100
40	Storm Details					1		2		3	\$ 415	\$ 415
41	Sidewalk Details					1		2		3	\$ 415	\$ 415
	Sub-Total Plans			69		246	226	209		750		\$ 119,340
Utility Coordination												
	Private Utility Records Request					1				6	\$ 905	\$ 905
	Private Utility Signatures					1	2		4	7	\$ 1,005	\$ 1,005
	Utility ID/Utility Conflict Table					18				18	\$ 930	\$ 2,790
	COH Utility Letters, Utility Coordination Meetings			3		12			18	33	\$ 1,622	\$ 4,866
	Relocation Coordination			4		16				20	\$ 1,744	\$ 3,488
	Sub-Total Utility Coordination			7		48	2	28	28	85	#DIV/0!	\$ 13,054
Assembly of Project Manual												
	Front End Documents			1	2				8	11	\$ 1,672	\$ 1,672
	Summary of Work			1	2					3	\$ 672	\$ 672
	Specifications			1	2		8		8	19	\$ 2,912	\$ 2,912
	Bid Form				1				4	5	\$ 710	\$ 710
	Sub-Total Assembly of Project Manual			3	7	8	8	20	20	38		\$ 5,966
Encroachment Coordination												
	Identify Encroachments, Prepare Encroachment Table/Exhibits			2		6				8	\$ 717	\$ 1,434
	Coordinate with MHRM for Encroachments			4		4				8	\$ 924	\$ 1,848
	Sub-Total Encroachment Coordination			6	4	6				16		\$ 3,282
QTO/CCE												
	Quantity Take Off					12	12			24	\$ 1,320	\$ 3,960
	Construction Cost Estimate (Includes Updating Unit Prices)			3		12				15	\$ 872	\$ 2,616
	Sub-Total QTO/CCE			3		24	12			39		\$ 6,576
TOTAL BASIC DESIGN SERVICES COSTS												
		PRIN	SR PM	PM	PE/SEN ENG	ENG/EIT	SR PROD or GIS	PROD	ADMIN	TOTAL HOURS	COST/ SHT	TOTAL COST
	Total Hours	2	51	84	4	371	245	209	53	1019		\$ 166,147
	Total Basic Design Services Costs	\$ 640.00	\$ 12,852.00	\$ 17,640.00	\$ 840.00	\$ 57,505.00	\$ 42,875.00	\$ 27,170.00	\$ 6,625.00			\$ 166,147
Bid Phase												
	Submit NTB to Newspaper, Create CivCast Listing			1		2			4	7	\$ -	\$ 1,062
	Pre-Bid Conference			2		4			4	10	\$ -	\$ 1,624
	Respond to Questions, Prepare Addenda			4		10			6	20	\$ -	\$ 3,308
	Bid Opening, Bid Summary, Bid Tabulation			2		4			6	12	\$ -	\$ 1,874
	Review Bids, Complete Reference Checks, Prepare Recommendation			2		8			8	18	\$ -	\$ 2,744
	Prepare Contract for Execution								4	4	\$ -	\$ 500
	Sub-Total Bid Phase			11		28			32	37		\$ 11,112
											TOTAL BASIC SERVICES	\$ 177,259
ADDITIONAL SERVICES												
	Topographic Survey (by MBCO)											\$ 82,900
	Tree Protection & Mitigation Plan (by M2L)											\$ 20,350
	SWPPP Plans & Report					12	12	32	10	66	\$ 9,370	\$ 9,370
	Traffic Control Plans (Assumes standards only - 2 sheets)					4			8	12	\$ 415	\$ 1,660
	Public Outreach Meeting (IDS Support)		2	4		8				14	\$ -	\$ 2,888
	Sub-Total Additional Services					4	12	40	10	78		\$ 117,168
OPTIONAL ADDITIONAL SERVICES												
	Geotechnical Investigation and Reporting (T&M as needed)											\$ 15,000
	Sub-Total Optional Additional Services											\$ 15,000



Waugh Safety Improvements (T-0535) Update

Memorial Heights Redevelopment Authority
Houston Public Works

October 2025

Monthly Discussion Topics

1. Scope – installation 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 and signing.
2. Schedule – Project bidding November 7, 2025.
3. Estimated Grant Cost - \$886,231.

Last Month's Accomplishments

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

- ✓ Received approval of final plans and authorization to bid (by HPW) from TxDOT in September 2025.
- ✓ Assisted HPW with assembly of the final bid package.
- ✓ Collected topographic and boundary survey data along Willa Street east of S. Heights Boulevard.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Assist HPW with questions from the Pre-Bid Conference.
- ✓ Assist HPW with the review and evaluation of bids scheduled for November 7, 2025.
- ✓ Coordinate with HPW to move project into the construction phase.
- ✓ Prepare design of a sidewalk extension along the south side of Willia Street to Spotts Park.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None.

External Assistance Required

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

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



Westcott Roundabout Update

Memorial Heights Redevelopment Authority

October 2025

Project Overview:

1. Scope – design of landscaping improvements for the greenspace within the Westcott Roundabout at Washington Ave.
2. Schedule – Project bidding October 17, 2025
3. Project Cost - \$100,000

Last Month's Accomplishments

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

- ✓ Secured approval of the final design plans for improvements within the center roundabout.
- ✓ Posted project on Civcast for bidding.
- ✓ Conducted a Pre-Bid Conference on October 7, 2025.
- ✓ Reached out to potential bidders.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Receive bids for proposed improvements on October 17, 2025.
- ✓ Review and evaluate bid packages and provide recommendations to MHRA.
- ✓ Transfer project to the construction phase.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None at this time.

External Assistance Required

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

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

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-0544 – Westcott Roundabout Greenspace Project

Work Authorization No. 3 – Construction Phase

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 the requested services to support the Construction landscape improvements within the Westcott Roundabout at Washington Avenue.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Bid and Construction Phase Services for the project. Additional Services include Construction Phase and Construction Management Services.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum not to exceed amount of \$24,740.00.

Basic Services – Construction Phase	\$6,900.00
Basic Services – Construction Management	\$14,870.00
Reimbursable Expenses	\$2,970.00
Total	\$24,740.00

- 4.0 PROJECT SCHEDULE: This work will require two (2) months to complete.

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

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

QUIDDITY ENGINEERING, LLC

By: Matthew Kainer

Name: Matt Kainer, P.E.

Title: Construction Manager

ATTEST: Erin Williford

October 16, 2025

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

Re: Westcott Roundabout Greenspace Project (T-0544)
Proposal for Professional Services for Construction Phase and Construction Management Services
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for construction phase and construction management services in connection with the Westcott Roundabout Greenspace project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The project understanding and scope of work detailed below reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include construction phase and construction management services.

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

Scope of Services

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

1. Construction Phase Services

- a. QE will provide construction phase services including attendance at the pre-construction conference, biweekly progress meetings by the project manager and other QE staff/other discipline staff as needed/requested, monthly site visits for observations/inspections, and substantial and final walkthroughs. QE will respond to contractor Requests for Information, review submittals, and assist MHRA with project close-out at completion.
- b. QE will attend bi-weekly construction progress meetings. In-person meetings shall be held once a month (4 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 included per meeting.

2. Construction Management

QE will provide Construction Engineering and Inspection services through an assigned Construction

Engineer. Prior to the start of construction, the Construction Engineer will provide support, as requested by the Client, for the following activities:

- Create/collect, coordinate, and execute post-bid contract documents and any other associated forms needed
- Facilitate review of bond and insurance by Client's designated agent
- Establish contractual and agreed upon lines of communication between the Contractor, the Engineer, the Client, and any other identified project stakeholders
- Manage the pre-construction meeting
- Issue Notice to Proceed to the Contractor

Upon the start of construction, the Construction Engineer will perform the following activities:

- Maintain knowledge of the contract, general conditions, special conditions, and addenda
- Facilitate the contractual and agreed upon lines of communication
- Send contractual notices to all parties
- Actively engage with the Contractor for work sequencing, phasing, road closures, etc.
- Facilitate coordination between the Contractor and 3rd parties performing work in the same area
- Provide construction management software including access for the Client and Contractor (billed on an annual basis)
- Receive, review, and process monthly contractor pay requests including material-on-hand (MOH) payment requests; provide written recommendation of payment to Client based upon on-site observations and MOH audits
- Review and process submittals, material samples, and shop drawings
- Review and process Requests For Information (RFIs)
- Prepare and process change orders, including quantity and price assessment/negotiation
- Review test results, construction methods, planning, and the Contractor's QA/QC plans
- Document and report project activities and progress
- Hold reoccurring meetings with the Contractor to discuss upcoming work, project issues, etc.
- Hold meetings with the Client to discuss project progress, issues, etc.
- Make reasonable attempts to identify and resolve issues before disputes arise
- Assist Client with risk mitigation including assessing the Contractor's schedule, sequencing, and means and methods with a goal to reduce construction delays and claims
- Provide regular and thorough communication with the Client and project team
- Maintain project files
- Generate close-out documents



T-0544 Westcott Roundabout Greenspace WA#3

Page 3

October 16, 2025

3. Project Field Representation

The Construction Engineer will assign a Field Project Representative part-time to the project to perform the following activities:

- Monitor and document the Contractor's crews and equipment on-site
- Observe and inspect work to verify compliance with contract documents
- Collect material delivery tickets
- Measure and track quantities of work performed
- Provide field coordination and field communication between the Client and Contractor
- Attend project meetings as necessary
- Prepare a log of activities observed on the project including digital photos for each day the site is visited
- Coordinate construction materials testing personnel
- Document conflicts, delays, and/or events that impact project progress

4. Supplemental Services

The following services are not included in this proposal, but the Client may want or need these during the project. These services can be performed for additional compensation:

- Constructability review of plans and contract documents
- Construction staking
- Utility relocation coordination (for utilities other than those included in the project plans)
- CEI services associated with ROW clearing or utility relocation occurring prior to the project letting
- Other services requested by the Client
- Forensic schedule review

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

1. Construction Materials Testing (Lump Sum)

The QE team shall provide Construction Material Testing.

Assumptions

1. This proposal is based on requests from MHRA.
2. This proposal is based on the improvements presented in the plan set entitled Westcott Roundabout Landscape, dated September 26, 2025 prepared by M2L Associates. Should the scope of the improvements substantially change resulting in additional construction costs a change in QE's scope may likely result and a request for Additional Services may be submitted.



T-0544 Westcott Roundabout Greenspace WA#3
Page 4
October 16, 2025

Schedule

The work proposed will require approximately two (2) months to complete.

Proposed Fee

QE is requesting an hourly not to exceed fee of **\$24,740.00** for the services described in this proposal.

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.

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 blue ink signature of Erin E. Williford.


Erin E. Williford, P.E.
Client Manager

A blue ink signature of Matt Kainer.

Matt Kainer, P.E.
Senior Project Manager

Attachments

K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0544 Westcott Roundabout\WA3 - Construction\2_2025.10.16_MHRA Westcott Construction Proposal.docx

		Practice Leader	PEV	PEIV	PEIII	PEI	DEII	Construction MIII	Project Rep III	Project Rep II	Admin III		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$295.00	\$290.00	\$265.00	\$235.00	\$180.00	\$155.00	\$170.00	\$120.00	\$100.00	\$125.00						
BASIC SERVICES																	
Task 300 - Construction Phase Services (2 Months)																	
1	Project Management and Administration		8								2		\$2,570			\$0.00	\$2,570.00
2	Submittal Review		2			4	4						\$1,920			\$0.00	\$1,920.00
3	RFI Review		2			2	2						\$1,250			\$0.00	\$1,250.00
4	Pay Estimate Review		4										\$1,160			\$0.00	\$1,160.00
Task 600 - Field Project Representation																	
1	Field Project Representation - Inspector								60				\$7,200			\$0.00	\$7,200.00
2	Field Project Representation - Engineer		8					30					\$7,420			\$0.00	\$7,420.00
3	Field Project Representation - Admin										2		\$250			\$0.00	\$250.00
Task 800 - Reimbursable Expenses																	
1	Construction Materials Testing													\$2,000.00		\$2,160.00	\$2,160.00
2	Repro/Mileage/Civcast/Kahua Expenses													\$750.00		\$810.00	\$810.00
3	Drone Photography															\$0.00	\$0.00
Hours Subtotal		0	24	0	0	6	6	30	60	0	4						
SUBTOTAL BASIC SERVICES		\$ -	\$ 6,960	\$ -	\$ -	\$ 1,080	\$ 930	\$ 5,100	\$ 7,200	\$ -	\$ 500		\$21,770	\$2,750.00	\$0.00	\$2,970.00	\$24,740.00

INTERLOCAL AGREEMENT FOR IMPROVEMENTS AT STUDE PARK

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

**ARTICLE 1
PARTIES**

THIS INTERLOCAL AGREEMENT FOR IMPROVEMENTS AT STUDE PARK (“Agreement”) is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** (“City”), a Texas home-rule city, and the **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY** (“Authority”), a nonprofit local government corporation, organized and existing under the laws of the State of Texas.

1.1. Addresses

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

<u>City</u>	<u>Authority</u>
City of Houston Director, Parks and Recreation Department 2999 S. Wayside Drive Houston, Texas 77023	Memorial-Heights Redevelopment Authority c/o SK Law 1330 Post Oak Blvd., Suite 2650 Houston, Texas 77056

The parties agree as follows:

1.2. Table of Contents

This Agreement consists of the following sections:

	Page No.
ARTICLE 1 PARTIES	1
ARTICLE 2 DEFINITIONS	4
ARTICLE 3 DUTIES OF THE AUTHORITY	4
ARTICLE 4 DUTIES OF CITY	6
ARTICLE 5 TERM AND TERMINATION	6
ARTICLE 6 MISCELLANEOUS PROVISIONS	7
EXHIBIT:	
A Scope of Work for Improvements at Stude Park	

1.3. Parts Incorporated

The exhibit described above is incorporated into this Agreement.

1.4. Controlling Parts

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

1.5. Signatures

The parties have executed this Agreement in multiple copies, each of which is an original.

**THE AUTHORITY:
MEMORIAL-HEIGHTS
REDEVELOPMENT AUTHORITY**

**THE CITY:
CITY OF HOUSTON, TEXAS**

By: _____
Sherry Weesner, President

Mayor

Tax ID No.: 134251016-20009

ATTEST/SEAL:

City Secretary
APPROVED AND RECOMMENDED:

Director, Parks and Recreation Department

APPROVED AND RECOMMENDED:

Chief Development Officer

COUNTERSIGNED BY:

City Controller

DATE COUNTERSIGNED:

APPROVED AS TO FORM:

Senior Assistant City Attorney
L.D. File No. _____

ARTICLE 2 DEFINITIONS

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

- 2.1. “Authority”** is defined in Article 1 of this Agreement and includes the Authority’s successors and assigns.
- 2.2. “Authority Contribution”** is defined in Section 3.1.1 of this Agreement.
- 2.3. “City”** is defined in Article 1 of this Agreement and includes its successors and assigns.
- 2.4. “City Contribution”** is defined in Section 4.1.1 of this Agreement.
- 2.5. “Countersignature Date”** is the date of countersignature by the City Controller of the City of Houston.
- 2.6. “Director”** means the Director of the City of Houston Parks and Recreation Department or the Director’s designee.
- 2.7. “Park”** means Stude Park.
- 2.8. “Project”** means improvements at the Park, as described more fully in Exhibit A.
- 2.9. “Project Costs”** means the costs associated with the Project.

ARTICLE 3 DUTIES OF THE AUTHORITY

3.1. Authority Contribution; Scope of Work

1. The Authority shall contribute at least \$500,000.00 under this Agreement (“Authority Contribution”) for Project Costs.

2. The Authority will provide for the planning and design of the Project as contemplated by the Stude Park Vision Plan prepared by SWA in collaboration with the Parks and Recreation Department. The Authority shall pay and coordinate preparation of design and construction plans and specifications as well as construction administrative services associated with the Project. The Authority shall submit copies of the plans for

the Project to the City at intervals of 30%, 60% and 90% completion for the City's review. The Authority shall also provide permitted plans for the City's files. At substantial completion, the Authority shall provide documentation needed for the City to capitalize the project.

3. The Authority will also provide all labor, material, and supervision necessary to construct the Project, including surveying. The Authority, its contractors and subcontractors, will be responsible any additional permits required for the Project and all consents required to be obtained from any applicable governmental agency. The City, as owner of the land comprising the Park, agrees to cooperate fully in the Authority's applications for such permits and consents.

The Authority shall administer bidding, construction, inspection, materials testing and surveying for the Project.

The Authority shall serve as the "governmental entity" for advertising and receiving bids for the construction of the Project and the City shall have no responsibility for administration of the bidding process and shall incur no obligation to any bidder thereby. The Authority will advertise and receive bids for construction of the Project in accordance with applicable competitive bidding laws. At the time of advertisement for construction of the Project, the Authority shall submit to the City a copy of the publication notice.

The parties agree that if the bids received for the Project are higher than the Project budget, the parties will jointly discuss and decide what elements and related costs may be eliminated from the Project.

3.2. Insurance and Indemnification

The Authority shall comply with the provisions of Sections XIII and XV of the First Amended and Restated Tri-Party Agreement by and between the City, the Authority and Reinvestment Zone Number Five, City of Houston, Texas, made effective June 22, 2001, as may be amended from time to time (the "Tri-Party Agreement"), relating to insurance and indemnification. Prior to beginning construction, the Authority shall require each contractor to provide the City with copies of bonds covering faithful performance of this Agreement and payment of obligations arising under it as required pursuant to Chapter 2253 of the Texas Government Code. Each contractor shall name the City as dual obligee on such bonds.

3.3. Minority and Women Business Enterprises

The Authority shall comply with the provisions of Section X of the Tri-Party Agreement relating to Minority and Women Business Enterprises.

3.4 Accounting Report

Upon completion of the Project, the Authority shall provide the Director with an accounting report that itemizes the Project Costs funded by the City Contribution, for the Director's review and approval. The Director shall approve the accounting report if, in the

Director's opinion, the City Contribution has been expended in accordance with this Agreement.

ARTICLE 4 DUTIES OF CITY

4.1. City Contribution; Conditions of Expenditure; Use of Excess Funds

1. The City shall contribute \$750,000.00 for Project Costs to the Authority under this Agreement ("City Contribution") for construction of the Project. Within sixty (60) days of the City's receipt of the publication notice described in Section 3.1.3. of this Agreement, the City shall remit the City Contribution to the Authority at its address for notices.

2. The City shall have no responsibility for the planning and design of the Project, including construction plans and specifications. The costs for such work are the sole responsibility of the Authority.

3. The City Contribution must be expended in accordance with the purposes authorized under this Agreement. If the Authority expends any portion of the City Contribution for purposes inconsistent with the terms of this Agreement, the Authority shall be in default of this Agreement and shall immediately return to the City the applicable portion of the City Contribution in accordance with the provisions of Section 5.2 of this Agreement.

4. The City Contribution must be expended in accordance with the purposes authorized under Section 42-255(d) of the City Code of Ordinances. If the Authority expends any portion of the City Contribution for purposes inconsistent with Section 42-255(d) or the terms of this Agreement, the Authority shall be in default of this Agreement and shall immediately return to the City the applicable portion of the City Contribution in accordance with the provisions of Section 5.2 of this Agreement.

4.2. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. The Authority's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to the Authority.

ARTICLE 5 TERM AND TERMINATION

5.1. Agreement Term

This Agreement is effective on the Countersignature Date, and, unless sooner terminated under this Agreement, expires upon the later of (i) Director's acceptance of the Project; (ii) the Authority's final remittance of any portion of the City Contribution that the Authority has not (x) expended in accordance with Section 4.1 of this Agreement or

(y) encumbered to pay its obligations for the Project under a contract existing at the time of such termination. The Director may not accept the Project unless the Director has first accepted the corresponding accounting report, as described in Sections 3.4 and 4.1.4 of this Agreement.

5.2. Termination

1. Either party may terminate this Agreement, without cause, by 30 days' written notice to the other party. After termination under this provision, neither party shall have any further obligation under this Agreement, except as follows: the Authority shall return to the City any portion of the City Contribution the Authority has not (i) expended in accordance with Article 4 of this Agreement or (ii) encumbered to pay its obligations for the Project under a contract existing at the time of such termination.

TERMINATION OF THIS AGREEMENT IS THE PARTIES' ONLY REMEDY FOR TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. THE PARTIES WAIVE ANY CLAIMS THEY MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM TERMINATION FOR CONVENIENCE.

2. Either party may terminate its performance under this Agreement if the other party defaults and fails to cure within 60 days the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after receipt of such notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify the Authority of a default and to effect termination.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1. Purpose of Agreement; Responsibilities of the Parties

The parties agree that this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement. The parties further agree that neither party is an agent, servant, or employee of the other party and that each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6.2. Force Majeure

Neither party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions.

6.3. Severability

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

6.4. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

6.5. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and the Authority. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

6.6. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is in a state or federal court of competent jurisdiction in Harris County, Texas.

6.7. No Waiver of Immunity

Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall constitute a waiver by either party of any provisions of (i) Chapters 75, 84, 95 or 101 of the Texas Civil Practice and Remedies Code, as amended, (ii) any laws relating to limitations of liability of the type of entity of such party, or (iii) sovereign or governmental immunity, as any of the foregoing may be available to such party.

6.8. Notices

All notices to either party to this Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the

party to whom the notice is given at its address set out in Article 1 of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

6.9. Captions

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

6.10. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement. An approval by the Director, or by any other employee or agent of the City, of any part of the Authority's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

6.11. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Authority shall provide to the City Attorney all documents and records pertaining to this Agreement that the City Attorney requests to assist in determining the Authority's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

6.12. Ambiguities

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

6.13. Survival

The Authority shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

6.14. Parties in Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and the Authority only.

6.15. Successors and Assigns

This Agreement binds and benefits the parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City or the Authority.

6.16. Business Structure and Assignments

The Authority shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director'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 Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, the Authority shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee. The Authority shall not delegate any portion of its performance under this Agreement without the Director and City Attorney's prior written consent, such consent not to be unreasonably withheld or delayed provided that the City is not deprived of any rights or protections.

6.17. Remedies Cumulative

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

DRAFT

EXHIBIT A

SCOPE OF WORK FOR IMPROVEMENTS AT STUDE PARK

Estimated Project Cost for Construction: \$1,250,000.00

City Contribution: \$750,000.00

Authority Contribution: \$500,000.00

Managed by: Memorial-Heights Redevelopment Authority

Project Scope:

In accordance with the Stude Park Vision Plan:

- Construct:
 - roadway and parking improvements;
 - pedestrian, cyclist, and pathway facilities;
 - hardscape improvements, including edge and landscape buffers;
 - shade structures;
 - security enhancements; and
 - playground renovation.
- Undertake associated site grading, drainage, and irrigation improvements.
- Undertake improvements to the Community Center and pool facilities.
- If funds permit, include additional features, equipment, and improvements.

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

**Project No. T-0539 – Remaining Cross Streets between Shepherd and Durham Reconstruction Project
Work Authorization No. 2 – Design Concept Report (DCR) Preparation for Phase 3
(Interstate 610 to Interstate 10)**

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 prepare the Design Concept Report (DCR) Intake Form and potential full DCR Report, if required, for submittal to Houston Public Works for the reconstruction of the remaining cross streets between Shepherd Drive and Durham Drive between Interstate 610 and Interstate 10.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as identified in the attached Scope of Services Final Design for the project. Additional Services include preparation of a full Design Concept Report package and Surveying Services.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for a lump sum and hourly not to exceed amount of \$231,037.50 (see **Exhibit "B" of the PSA** for applicable schedule of hourly rates).

Basic Services	\$13,500.00
Additional Services	\$216,457.50
Reimbursable Expenses	<u>\$1,080.00</u>
Total	\$231,037.50


- 4.0 PROJECT SCHEDULE: The schedule to complete this work is four (4) 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: Kristen Hennings
 Title: Sr. Project Manager

ATTEST: 

October 14, 2025

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

Re: Remaining Cross Streets Between Shepherd and Durham Reconstruction Project Phase 3 (T-0539)
Proposal for Professional Services for Design Concept Report (DCR)
Houston, Texas

Dear Sherry:

Quiddity Engineering, LLC (QE) appreciates the opportunity to present this proposal for services related to the preparation of the Design Concept Report (DCR) in connection with the Remaining Cross Streets between Shepherd and Durham Reconstruction project for Memorial Heights Redevelopment Authority (MHRA)/TIRZ No. 5.

The scope of work detailed below results from coordination with the City of Houston, METRO, and TxDOT during the Preliminary Engineering Report/Design Concept Report (DCR) Phase of the Shepherd Durham project as a whole and the Mobility and Drainage Planning efforts previously completed. The project understanding and scope of work reflect our current understanding of the agreed upon project. Should details change later, future discussions shall occur to solidify any changes and scope and fee as a result.

Project Understanding

The project will include the following components:

- Potential full reconstruction, right-of-way to right-of-way to include concrete paving and pedestrian zones:
 - West 13th Street between Shepherd Drive and Durham Drive
 - West 17th Street between Shepherd Drive and Durham Drive
 - West 21st Street between Shepherd Drive and Durham Drive
 - West 22nd Street between Shepherd Drive and Durham Drive
 - West 23rd Street between Shepherd Drive and Durham Drive
 - West 25th Street between Shepherd Drive and Durham Drive
 - West 26th Street between Shepherd Drive and Durham Drive
 - West 27th Street between Shepherd Drive and Durham Drive
 - West 28th Street between Shepherd Drive and Durham Drive
 - Laird Street between West 13th Street and West 16th Street
- Potential upgrades to existing storm sewers and inlets to meet City of Houston standards, including incorporating ATLAS 14 rainfall data.



Shepherd Durham Phase 3 DCR

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- Potential installation of new street lighting with a pedestrian component for the proposed bike lanes and pedestrian realm.
- Potential inclusion of landscaping within the project corridors to comply with City of Houston requirements.
- Planned protection of existing mature trees within the project corridors.

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

Scope of Services

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

1. General Project Management
QE will provide project administration, including management of the project team, budget, and schedule and preparation/submission of monthly invoices.
2. Public Agency and Stakeholder Coordination
QE will work with MHRA to engage the project stakeholders at this initial stage of the design process. Such engagement includes a meeting with Houston Public Works (HPW) Interagency Group to discuss the overall project and the proposed plan forward. QE plans to attend one (1) monthly HPW Utility Coordination Committee meeting to help facilitate necessary relocations under the City's Utility Relocation Ordinance.
3. Private Utility Coordination
Individual meetings with various private utility companies will be held to review project specifics, logistics, and general coordination associated with the project. The Project Manager will attend one (1) coordination meeting with each utility.
 - a. CenterPoint – QE will coordinate with CenterPoint regarding gas lines, street lighting, overhead facility consolidation and potential improvements planned by CenterPoint within the project area.
 - b. AT&T – QE will coordinate with AT&T regarding potential planned improvements by AT&T within the project area.
 - c. Other Private Utilities – QE will coordinate with other private utility companies with facilities in the project limits as needed to locate facilities, discuss potential planned improvements, and/or address concerns as needed.



Shepherd Durham Phase 3 DCR

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4. Data Collection

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

5. Prepare Design Concept Review (DCR) Intake Package

QE will prepare a DCR Intake package for the proposed improvements and submit to the HPW Interagency Group for their review and concurrence. The DCR Intake package will detail the improvements proposed for each roadway and show the connections to the previously completed phases of the Shepherd Durham project.

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 Concept Review Report (Hourly)

Should the City of Houston require the submittal of a full Design Concept Review report to document and discuss improvements with City departments, QE will prepare the report following the most recent template provided by the City. QE will present the findings and recommendations to the City and receive and update the final DCR Report package to document the ultimate scope of improvements requested by the City.

2. Surveying (Hourly)

United Engineers, Inc. (UEI) will perform work in association with ROW documentation, monumentation and topographic survey updates as conditions change along the project corridor. For a more detailed breakdown of UEI's scope of work, see Attachment B.

Reimbursable Expenses

1. Repro/Mileage/Parking/Civcast Expenses

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

Assumptions

1. This proposal is based on the recommendations made in the final planning study. Deviations from the planning study may require revisions to QE's scope and fees or Additional Services.
2. The future design of the Remaining Cross Streets Between Shepherd and Durham Reconstruction project will be based on the requirements of the current City of Houston *Infrastructure Design Manual*. Should the City change any criteria, it would likely result in a change in design scope and request for Additional



Shepherd Durham Phase 3 DCR

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Services. It is possible this could also impact the recommendations being assumed as part of this proposal and result in additional construction costs.

3. Planned landscaping and lighting will be installed on the project corridor following what has been installed within the Shepherd Durham corridor to date. These improvements comply with the requirements of the City of Houston and require little to no maintenance. A Maintenance Agreement is not in place between the City and MHRA.
4. Planned water and Wastewater improvements will be limited to adjustments needed to accommodate storm sewer improvements only and do not currently include full replacement of the existing water lines and/or sanitary sewers.
5. The potential proposed improvements do not include new or replacement traffic signals within the project limits. Additionally, temporary modification of existing traffic signals is not anticipated as part of the proposed traffic control plan.

Schedule

QE understands there is an aggressive schedule for the project to complete the DCR as quickly as possible. QE will prepare a project schedule showing the tasks/milestone dates that need to be met to meet MHRA's scheduling needs.

Proposed Fee

QE is requesting a total fee of **\$231,037.50** for the DCR preparation services described in this proposal. (\$13,500.00 in Basic Services as a lump sum fee and \$217,537.50 in Additional Services and Reimbursable Expenses as hourly fees)

Invoices will be submitted by QE monthly on a percentage of completion basis and the full amount will be due and payable to QE upon receipt. If the MHRA objects to all or any portion of an invoice, MHRA will notify QE in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute. MHRA will pay an additional charge of 0.75% of the invoiced amount per month for any payment received by QE more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the MHRA. Payment thereafter will be first applied to accrued interest and then to the principal unpaid amount. In the event of a conflict between this agreement and the PSA, the PSA governs.



Shepherd Durham Phase 3 DCR
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Special Considerations

This proposal is based on the following special considerations:

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

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, appearing to read "Steve Tempier".

Steve Tempier, PE
Senior Client Manager

A handwritten signature in blue ink, appearing to read "Kristen Hennings".

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

Attachments


K:\14760\14760-0001-00 MHRA WA1\Project Management\Job Setup\T-0539 Shepherd Durham Cross Streets\WA2_DCR Proposal\2_2025.10.14_MHRA Shepherd Durham 3 DCR Proposal Final.docx

ATTACHMENT A

Fee Proposal

T-0523A WA#5 - Shepherd Drive and Durham Drive Reconstruction Project

Shepherd Durham Phase 3 DCR

		Practice Leader	PE V	PE IV	PE III	PE II	PE I	DE II	DE I	Project Acct.	Sub-Total	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$265.00	\$205.00	\$180.00	\$155.00	\$130.00	\$115.00				
BASIC SERVICES														
Task 200 - Design Phase Basic Services - (4 Months)(Lump Sum)														
1	General Project Management										\$0			
	Project Management, Invoicing, etc.		8							8	\$3,240		\$0.00	\$3,240.00
2	Public Agency and Stakeholder Coordination										\$0			
	Coordinate with Public Agencies and Stakeholders		4		4			4			\$2,940		\$0.00	\$2,940.00
3	Private Utility Coordination										\$0			
	Coordinate with Private Utilities		2		2			2			\$1,470		\$0.00	\$1,470.00
4	Data Collection										\$0			
	Update Records Requests							2			\$310		\$0.00	\$310.00
	Site Visit		4			4		4			\$2,600		\$0.00	\$2,600.00
5	Prepare Design Concept Review (DCR) Intake Package													
	DCR Intake Package		8					4			\$2,940		\$0.00	\$2,940.00
Total Design Phase Basic Services														\$13,500.00
Task 400 - Additional Services (Hourly)														
1	Design Concept Review Report (QE)(Hourly)										\$0			
a	Prepare Design Concept Review Report		40			60		60			\$33,200		\$0.00	\$33,200.00
b	Present DCR to City Departments		24			24		24			\$15,600		\$0.00	\$15,600.00
c	Incorporate comments from Presentation and Finalize Report		8			16		40			\$11,800		\$0.00	\$11,800.00
2	Surveying (UEI)(Hourly)(MWBE)										\$0			
a	Topographic Survey (\$6.50/lf x 12,875 lf)										\$0	\$83,687.50	\$90,382.50	\$90,382.50
b	Utility Base Map Plan and Profile (\$3/lf x 12,875 lf)										\$0	\$38,625.00	\$41,715.00	\$41,715.00
c	Update Survey Control Maps										\$0	\$9,500.00	\$10,260.00	\$10,260.00
d	Update Site Monumentation (5 @ \$2,500)										\$0	\$12,500.00	\$13,500.00	\$13,500.00
Total Additional Services														\$216,457.50
Task 800 - Reimbursable Expenses														
1	Repro/Mileage/Parking/Civcast Expenses											\$1,000.00	\$1,080.00	\$1,080.00
Total Reimbursable Expenses														\$1,080.00
Hours Subtotal		0	98	0	6	104	6	134	0	8				356
SUBTOTAL BASIC SERVICES AND ADDITIONAL SERVICES - DESIGN		\$ -	\$ 28,420	\$ -	\$ 1,590	\$ 21,320	\$ 1,080	\$ 20,770	\$ -	\$ 920	\$74,100	\$145,312.50	\$156,937.50	\$231,037.50

Coordination Items:

- Enhancement Agreements with Adjacent Property Owners (adopt your frontage) Adopt-an-Esplanade for Landscaping
- Continued redevelopment and changes to topo (updates during design)
- Utility Relocation/Consolidation Costs
- Trees for Houston
- Subsurface Utility Engineering (SUE)
- Temporary Construction Easements
- METRO Bus Shelters
- Connection to IH 10
- Driveway consolidation

- Planned Streets:
- West 13th Street (QE)
 - West 17th Street (QE)
 - West 21st Street (Concept)
 - West 22nd Street (Concept)
 - West 23rd Street (QE)
 - West 25th Street (QE)
 - West 26th Street (QE)
 - West 27th Street (QE)
 - West 28th Street (QE)
 - Laird Street (QE)

MWDBE Provided

67.46%



United Engineers, Inc.

CIVIL ENGINEERING ♦ LAND DEVELOPMENT ♦ CONSTRUCTION MANAGEMENT
 SURVEYING ♦ UTILITY ENGINEERING
 TBPE FIRM #F-000142; TBPLS FIRM #10117800

August 20, 2025

Kristen Hennings, P.E.
 Quiddity
 6330 West Loop South, Suite 150
 Houston, Texas 77401

Re: Proposal for Topographic Survey multiple Side Streets to Shepherd and Durham, Memorial Heights TIRZ

Ms. Hennings:

United Engineers, Inc. (UEI) is in receipt of your request for a cost proposal to perform professional surveying services on the above captioned project. The topographic survey will extend from right of way to right-of-way and 20' outside the right of way if possible. This project includes a standard Topographic Survey and Survey Control Map per City of Houston Design Manual Survey requirements. The required scope of work for the project as currently defined consists of the following items listed below:

SCOPE OF SERVICES:

- 1. Topographic Survey (Approx. 12,875 LF, included footage up the side streets):**
 - a. Set or recon original horizontal and vertical control.
 - b. Standard Topographic Survey to include 100' cross sections.
 - c. Extend Topographic Survey 20' up each side street right-of-way to right-of-way.
 - d. Locate and establish approximate right of way per COH requirements.
 - e. Generate City of Houston required 5 profile lines along each roadway.
 - f. See Exhibit "A" at end of proposal
- 2. Utility Base plan and profile (Approx. 12,875 LF):**
 - a. Request public and private utilities for the above-mentioned project limits.
 - b. Generate and draft utility base plan and profile for project limits indicated above.
- 3. Survey Control Maps**
 - a. Update Phase I and Phase II Survey Control Maps.
- 4. Site Monument**
 - a. Update five (5) site monuments.

Ms. Kristen Hennings, P.E.
Survey Proposal for Side Streets at Shepherd/Durham
August 20, 2025

SUBMISSION SCHEDULE AND DELIVERABLES:

UEI proposes to begin the work within five (5) working days after receiving your written notice to proceed and we will complete all work described in the scope of services, within 40 working days.

UEI's deliverables will include updated CAD files plan and profile, updated Survey Control Maps signed and sealed by the Registered Professional Land Surveyor responsible for the project.

COMPENSATION

Our fee for providing the professional surveying services as outlined in the SCOPE OF SERVICES will be a lump sum fee of:

Item #1: Topographic Survey (\$6.50/LF x 12,875 LF)	\$ 83,687.50
Item #2: Utility Base plan and profile (\$3.00/LF x 12,875 LF)	\$ 38,625.00
Item #3: Update Survey Control Maps	\$ 9,500.00
Item #4: Update Site Monument (5 x \$2,500)	<u>\$ 12,500.00</u>
Total	\$144,312.50

UEI appreciates this opportunity to submit this proposal and we look forward to working with you to make this a successful project. Should you have any questions, please call me or Kefelegne Tesfaye, P.E. at 713-271-2900.

Sincerely,

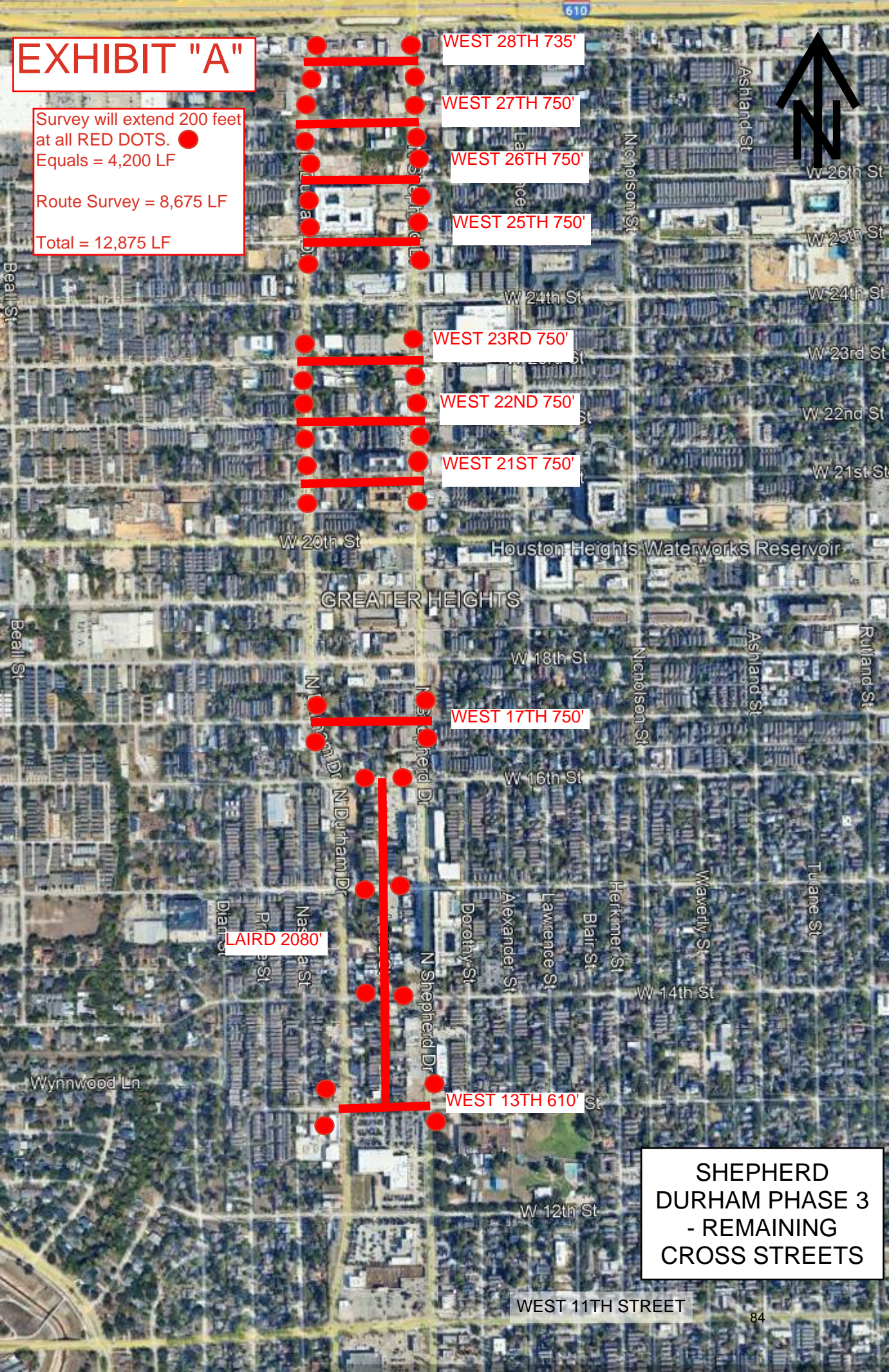
UNITED ENGINEERS, INC.



Christin M. Norris, P.E., R.P.L.S.
Director of OSP Telecommunications Design, Land Surveying, SUE and Utility
Coordination

EXHIBIT "A"

Survey will extend 200 feet at all RED DOTS. ●
Equals = 4,200 LF
Route Survey = 8,675 LF
Total = 12,875 LF



WEST 28TH 735'

WEST 27TH 750'

WEST 26TH 750'

WEST 25TH 750'

WEST 23RD 750'

WEST 22ND 750'

WEST 21ST 750'

WEST 17TH 750'

LARD 2080'

WEST 13TH 610'

**SHEPHERD
DURHAM PHASE 3
- REMAINING
CROSS STREETS**

WEST 11TH STREET



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

National Railroad Partnership Program Application
for
Memorial Height Redevelopment Authority (TIRZ No. 5)
October 2025

The Goodman Corporation is pleased to submit this task order to assist in the development and submission of an application for a submission through the Federal Railroad Administration (FRA) National Railroad Partnership Program. This program offers over \$5B in funding, reallocated from High-Speed Rail projects, to focus on the development of rail grade separation projects that also benefit intercity passenger rail routes.

The purpose of this application is to complete project alternatives analysis, development of a preferred alternative, design, NEPA, and benefit-cost analysis (BCA) for the intersections of the Union-Pacific Railroad (UPRR), TC Jester Boulevard, Shepherd and Durham Drives, as well as the feasibility of adjustments and/or consolidation of railroad tracks that run along Winter Street.

Task 1: Provide Application Assistance

Description:

TGC will work with the MHRA and the City of Houston to develop an application for the National Railroad Partnership Program. TGC's role in this process will be to support the City in the application process. TGC's activities, include, but may not be limited to:

- Conduct kickoff meeting between MHRA and the City of Houston (COH) to confirm project eligibility, scope, and roles.
- Confirm match commitments and schedule milestones for application preparation.
- Gather existing planning, feasibility, and conceptual design materials.
- Outline preliminary engineering/design tasks to be advanced with grant funds.
- Establish anticipated schedule for completing NEPA and design milestones.
- Prepare a justification of project purpose and need.
- Describe anticipated public benefits (safety, mobility, environmental, and economic), with a specific emphasis on safety benefits to align with the NOFO.
- Summarize technical feasibility and next steps toward construction readiness.
- Outline the project's advancement plan following completion of NEPA and design.
- Develop independent cost estimates for NEPA, preliminary engineering, and project management.
- Prepare budget tables, SF-424 forms, and FRA supplemental materials.

- Coordinate with railroads, TxDOT, H-GAC, and local partners with an emphasis on a draft agreement with the infrastructure owner
- Collect letters of support, MOUs, and funding documentation from partners.
- Summarize stakeholder involvement and partnership structure in the narrative.
- Draft and compile all application components in FRA’s required format. Application components include a 25-page narrative, detailed cover page, DOT grade crossing inventory, Project Specific Terms and Conditions, Qualitative Benefits and Costs for Entire Project, Draft Agreement with Infrastructure Owner, and SF and FRA forms
- Conduct QA/QC review for accuracy, compliance, and consistency.
- Submit complete package through Grants.gov prior to deadline.

Deliverables: Assistance towards a submitted and completed grant application by the January 7, 2026 deadline.

Project Budget

The consultant shall complete the tasks in this work authorization on an hourly basis not to exceed \$40,000. Rates are provided in Exhibit B.

Task	Description	Cost
1	Provide Application Assistance	\$40,000
Total Authorized		\$40,000

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-XXX

The Goodman Corporation Work Authorization No. 23 – National Railroad Partnership Program Application

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

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in the development and submission of an application to the National Railroad Partnership Program.
- 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 an hourly basis not to exceed \$40,000. Rates are provided in Exhibit B.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by January 2026.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of October 23, 2025.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

THE GOODMAN CORPORATION

By:  _____

Name: Jim Webb, AICP

Title: Chief Executive Officer

Exhibit B: The Goodman Corporation’s Hourly Rates

Payments will be made based on the hours accrued and submitted on a monthly basis. Monthly invoices, including progress reports, will be provided with hours and activities. The hourly rates are inclusive of all reasonable direct and indirect costs (Houston-region travel, overhead, and printing). These rates are effective as of January 2025 and are subject to annual revision in January 2026.

The Goodman Corporation	
Rate Category	2025 Hourly Rate
Admin I	\$98.18
Associate I	\$106.36
Associate II	\$119.16
Associate III	\$147.31
Senior Associate I	\$158.88
Senior Associate II	\$180.01
Senior Associate III	\$200.53
Principal I	\$215.96
Principal II	\$254.52
Principal III	\$301.88
Engineer Associate I	\$106.36
Engineer Associate II	\$122.71
Engineer Associate III	\$151.40
Engineer Senior Associate I	\$167.75
Engineer Senior Associate II	\$184.10
Engineer Senior Associate III	\$204.54
Engineer Principal I	\$220.89
Engineer Principal II	\$261.85
Engineer Principal III	\$319.15

EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Work Authorization Fiscal Year 2026 General Engineering Services No. 1

This WORK AUTHORIZATION authorizes professional engineering services to be performed by QUIDDITY ENGINEERING (the "ENGINEER") pursuant to the Agreement for Program Management and 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 support MHRA with non-CIP related projects.
- 2.0 SCOPE OF SERVICES: The ENGINEER shall perform tasks as directed by MHRA related to:
 - 2.1 General On-Call – Board meetings, Committee Meetings, workshops, unplanned project efforts, CIP coordination, grant application materials, etc.
 - 2.2 COH Database – Update and maintain records for all projects in the COH MWDDBE database.
 - 2.3 20th Street – Design and reconstruction efforts for this corridor are being led by COH. The team will meet with the COH as necessary and keep track of the status of the ongoing discussion and future plans for this corridor.
- 3.0 FEE AND PAYMENT: The ENGINEER shall complete the tasks in this WORK AUTHORIZATION for an hourly not to exceed amount of \$75,000.00 (see **Exhibit "C" of the AGREEMENT** for applicable schedule of hourly rates). As a task-based work authorization, the ENGINEER shall inform MHRA when 75% of funds have been used.
- 4.0 PROJECT SCHEDULE: The schedule to complete this work is approximately one (1) year.

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

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____


QUIDDITY ENGINEERING

By: 

Name: Kristen Hennings

Title: Senior Project Manager

ATTEST: 

		Practice Leader	PEV	PEIV	PEIII	PEI	DEII	Admin II		Sub-Total	Sub Cons.	Sub Cons.	Sub Cons. (cost + 8%)	Total Budget
		\$310.00	\$290.00	\$265.00	\$235.00	\$180.00	\$155.00	\$115.00						
BASIC SERVICES														
Task 120 - Design Phase Services														
1	General On-Call													
	a October 2025	1	10			4	12	1		\$5,905			\$0.00	\$5,905.00
	b November 2025		9			4	14	1		\$5,615			\$0.00	\$5,615.00
	c December 2025	1	9			4	12	1		\$5,615			\$0.00	\$5,615.00
	d January 2026		9			4	14	1		\$5,615			\$0.00	\$5,615.00
	e February 2026	1	10			4	12	1		\$5,905			\$0.00	\$5,905.00
	f March 2026		9			4	14	1		\$5,615			\$0.00	\$5,615.00
	g April 2026	1	10			4	12	1		\$5,905			\$0.00	\$5,905.00
	h May 2026		10			4	14	1		\$5,905			\$0.00	\$5,905.00
	i June 2026 (end of FY)	1	12			4	14	2		\$6,910			\$0.00	\$6,910.00
	j July 2026		9			4	14	1		\$5,615			\$0.00	\$5,615.00
	k August 2026	1	10			4	12	1		\$5,905			\$0.00	\$5,905.00
	l September 2026		9			4	14	1		\$5,615			\$0.00	\$5,615.00
2	Update COH MWDBE Database													
	a October 2025		2					2		\$810			\$0.00	\$810.00
	b December 2025		2					2		\$810			\$0.00	\$810.00
	c February 2026		2					2		\$810			\$0.00	\$810.00
	d April 2026		2					2		\$810			\$0.00	\$810.00
	e June 2026		2					2		\$810			\$0.00	\$810.00
	f August 2026		2					2		\$810			\$0.00	\$810.00
	Hours Subtotal	6	128	0	0	48	158	25						
	SUBTOTAL BASIC SERVICES	\$ 1,860	\$ 37,120	\$ -	\$ -	\$ 8,640	\$ 24,490	\$ 2,875		\$74,985	\$0.00	\$0.00	\$0.00	\$74,985.00