


**AGENDA FOR MEETING OF THE BOARD OF DIRECTORS
OF
REINVESTMENT ZONE NUMBER TWENTY-SEVEN, CITY OF HOUSTON, TEXAS
AND
MONTROSE REDEVELOPMENT AUTHORITY, CITY OF HOUSTON, TEXAS**

Notice is hereby given that the Board of Directors of Reinvestment Zone Number Twenty-Seven, City of Houston, Texas (the "Zone"), and along with the Board of Directors of the Montrose Redevelopment Authority, City of Houston, Texas (the "Authority"), will hold a regular meeting on **Wednesday, May 29, 2024, at 6:30 p.m., at The Montrose Center, 401 Branard Street, Second Floor, Houston, Texas 77006***, with **supplementary access via Zoom videoconference; REGISTRATION FOR THE VIDEOCONFERENCE IS REQUIRED and can be done at <https://tinyurl.com/bddkua72>** to consider, discuss and adopt such orders, resolutions or motions, and take direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

1. Establish quorum and call to order.
2. Receive public comment.
(A statement of no more than 3 minutes may be made of items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engagement in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Act. Comments should be directed to the entire board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign, or slander any individual shall be cause for termination of time privileges.)
3. Minutes.
4. Financial matters, including report from Finance Committee, report from bookkeeper, review financial information, and authorize payment of invoices.
5. Projects and Planning:
 - a. Projects and Planning Committee report;
 - b. report from Gauge Engineering, including receive update and authorize appropriate action for the following projects:
 - i. update on sidewalk improvements along West Gray;
 - ii. update on Waugh Drive Extension Improvements;
 - iii. update on Montrose Boulevard Improvements, Segment One;
 - iv. update on Cherryhurst Sidewalk Improvements;
 - v. update on Westheimer Road DCR Project;
 - vi. Wharton Dual Language Academy Safe Routes to School Design;
 - vii. update on W. Alabama Street DCR Improvements;
 - viii. On-Call Proposal; and
 - ix. task orders and/or proposals for additional work.

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Zone's attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

6. Receive update from The Goodman Corp.
7. Public Engagement matters, including Public Engagement Committee Report and receive update from Hollaway.
8. Affordable Housing matters, including Affordable Housing Committee report.
9. Review FY 2025 budget, potential 5-year Capital Improvement Projects, and authorize appropriate action, including adopt budget and authorize submittal to the City.
10. Engage auditor to conduct audit for fiscal year end June 30, 2024.
11. Engage Mark Burton, CPA, to perform a review of the audited financial statements.
12. Report from Zone administrator.
13. Announcements regarding workshops, seminars, and presentations relating to Zone and Authority matters.
14. Discuss meeting schedule and proposed agenda items for upcoming Board meeting(s).
15. Receive public comment.
(A statement of no more than 3 minutes may be made of items of general relevance. There will be no yielding of time to another person. State law prohibits the Board Chair or members of the Board from commenting on any statement or engagement in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Act. Comments should be directed to the entire board, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign, or slander any individual shall be cause for termination of time privileges.)



Attorney for the Zone

***The Board will conduct an in-person meeting at its physical meeting location. As an accommodation during the current levels of transmission during this COVID-19 virus epidemic emergency, the Board is making available a video and/or telephone option for members of the public to listen to the meeting and to address the Board during the public comment item. Members of the Board may participate via videoconference in accordance with the requirements of the Texas Open Meetings Act, provided a quorum of the Board meets in-person, REGISTRATION FOR THE VIDEOCONFERENCE IS REQUIRED and can be done at <https://tinyurl.com/bddkua72> and upon registration, a telephone number to join via teleconference, a link to join via videoconference, and a password to access the conference will be provided.**

Persons with disabilities who plan to attend this meeting and would like to request auxiliary aids or services are requested to contact the Zone's attorney at (713) 860-6400 at least three business days prior to the meeting so that appropriate arrangements can be made.

Montrose Redevelopment Authority / TIRZ No. 27

Cash Management Report

April 30, 2024

ETI BOOKKEEPING SERVICES

17111 ROLLING CREEK DRIVE SUITE 108

HOUSTON TX 77090

TELEPHONE 281 444 3384 FAX 281 440 8304

Fiscal Year End: June 30, 2024

Summary

<u>Current Activity</u>	<u>General Operating Fund</u>	<u>Capital Project Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Beginning Balance	9,551,146.84	14,711,725.75	429,979.29	24,692,851.88
Revenue	41,095.22	64,258.58	0.00	105,353.80
Expenditures	201,424.44	0.00	0.00	201,424.44
Ending Balance	9,390,817.62	14,775,984.33	429,979.29	24,596,781.24

NOTES:

General Operating Fund

BEGINNING BALANCE:		9,551,146.84
 REVENUE:		
Stellar Bank Interest	7.01	
TexPool Interest	41,088.21	
Voided Check (s)	0.00	
Total Revenue:		41,095.22
 DISBURSEMENTS:		
Checks Presented At Last Meeting	201,424.44	
Checks Written at/after Last Meeting	0.00	
Total Expenditures		201,424.44
 Ending Balance:		 9,390,817.62

Location of Assets:

Institution	Investment Number	Interest Rate	
Stellar Bank	*5200	0.1000	9,748.61
TexPool	*0001	5.3142	9,381,069.01
		Total	9,390,817.62

TIRZ 27 - Montrose RA
Checks Presented
May 20, 2024

Num	Name	Description	Amount
2295	Allen, Boone, Humphries, Robinson LLP	Legal Fees	-13,504.16
2296	Equi-Tax Inc.	Tax Roll Management	-637.50
2297	ETI Bookkeeping Services	Bookkeeping Fee	-1,650.66
2298	Gauge Engineering, LLC	Engineering Fees	-44,513.30
2299	Hollaway Environmental & Communications	Public Engagement Expenses	-21,766.25
2300	January Advisors	Consultant Fees	-1,032.50
2301	Knudson, LP	Professional Consultant	-6,027.26
2302	The Goodman Corporation	Planning Consultant	-14,468.61
2303	St. Stephen's Episcopal Church	Meeting Room Rental	-125.00
Total			-103,725.24

Joint Project Fund

BEGINNING BALANCE		249,462.71
REVENUE		
TexPool Interest	1,089.65	
Voided Check(s)	0.00	
Total Revenue		1,089.65
EXPENDITURES		
Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Total Expenditures		0.00
ENDING BALANCE		250,552.36

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool - Downtown RA	*0006	5.3142	250,552.36
		Total	250,552.36

Capital Projects Fund

BEGINNING BALANCE		14,711,725.75
REVENUE		
TexPool Interest	64,258.58	
Voided Check(s)	0.00	
Total Revenue		64,258.58
EXPENDITURES		
Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Total Expenditures		0.00
ENDING BALANCE		14,775,984.33

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0004	5.3142	14,775,984.33
		Total	14,775,984.33

Montrose Redevelopment Authority/ TIRZ 27
\$14,965,000 Tax Increment Contract Revenue Bonds Series 2023
Use and Distribution

	<u>Amount</u> <u>Approved</u>	<u>Distribution</u>	<u>Variance</u>
<u>Approved Bond Project</u>			
Montrose Blvd Phase 1	14,172,870	0	14,172,870
Total Bond Project Cost	14,172,870	0	14,172,870
<u>Non-construction costs</u>			
Interest Due to Debt Service	429,979	429,979	0
Bond Insurance	264,603	264,603	0
Surety Policy	36,320	36,320	0
Financial Advisor	107,395	107,395	0
Bond Counsel	274,688	274,688	0
Underwriter's Discount	85,306	85,306	0
Texas Attorney General	9,500	9,500	0
Rating Agency	23,250	23,250	0
Underwriter's Counsel	68,000	68,000	0
Printing Cost	2,299	2,299	0
Trustee Counsel/ Fee	13,500	13,500	0
Total Nonconstruction Costs:	1,314,840	1,314,840	0
Total Bond Issuance Requirement*	15,487,710	1,314,840	14,172,870
Interest Earned			603,115
Ending Bank Balance			<u><u>14,775,985</u></u>

*Balance of \$15,487,710 comprised of \$14,965,000 Issuance plus \$522,710 Net Premium

Debt Service Fund

BEGINNING BALANCE		429,979.29
REVENUE		
Bond Proceeds	0.00	
Regions Bank Interest	0.00	
Voided Check (s)	0.00	
Total Revenue		0.00
EXPENDITURES		
Debt Service Interest Payment	0.00	
Debt Service Principal Payment	0.00	
Trustee Fee	0.00	
Total Expenditures		0.00
ENDING BALANCE		429,979.29

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
Regions Bank	*4347		429,979.29
		Total	429,979.29

Montrose Redevelopment Authority / TIRZ 27
Investment Report
April 30, 2024

SCHEDULE OF INVESTMENTS

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance			Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.	Book			Market	N.A.V.	Book
GOF	TexPool	5.3142	9,540,885.39	0.99999	9,540,980.80	41,088.21	(201,000.00)	9,379,943.28	0.99988	9,381,069.01
GOF	TexPool	5.3142	249,460.22	0.99999	249,462.71	1,089.65	(0.00)	250,522.29	0.99988	250,552.36
CPF	TexPool	5.3142	14,711,578.63	0.99999	14,711,725.75	64,258.58	0.00	14,774,211.21	0.99988	14,775,984.33

Debt Service Account held by Regions

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
DSF	Regions Bank	0.00	7/20/2023	429,979.29	0.00	0.00	429,979.29

Demand Accounts

Fund	Location Of Assets	Interest Rate	Purchase Date	Beginning Balance	Interest Earned	Deposits or (Withdrawals)	Ending Balance
GOF	Stellar Bank	0.10	8/1/2021	10,166.04	7.01	(424.44)	9,748.61

Collateral Pledged in Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Stellar Bank	9,748.61	FHLB-Dallas	1,000,000	LOC	1,000,000	1,000,000
Regions Bank	429,979.29	FDIC	250,000	FDIC	250,000	250,000

Certification:

The District's investments are in compliance with the investment strategy as expressed in the District's Investment Policy and the Public Funds Investment Act. I hereby certify that pursuant to the Senate Bill 253 and in connection with the preparation of this investment report, I have reviewed the divestment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the District does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper _____

Investment Officer _____

Investment Officer Jennifer Landreville	Date Assumed Office 1/13/2020	Training Completed 10/15/2022
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TIRZ 27 - Montrose RA
Profit & Loss Budget vs. Actual
April 2024

	April			Year to Date (10 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Income							
6-4320 · Increment Collections	0	0	0	5,556,863	6,279,270	-722,407	6,279,270
6-4330 · Interest	106,443	4,167	102,276	1,065,243	41,667	1,023,576	50,000
6-4336 · Grants	0	1,314,167	-1,314,167	492,406	13,141,667	-12,649,261	15,770,000
6-4340 · Bond Proceeds	0	0	0	14,602,849	0	14,602,849	0
6-4452 · Joint Project Reimbursement	0	0	0	267,500	0	267,500	0
Total Income	106,443	1,318,334	-1,211,891	21,984,861	19,462,604	2,522,257	22,099,270
Expense							
6-6300 · Salaries and Benefits	6,027	6,000	27	66,336	60,000	6,336	72,000
6-6320 · Legal Fees	13,504	10,000	3,504	195,430	100,000	95,430	120,000
6-6321 · Auditing Fees	0	0	0	16,000	10,000	6,000	10,000
6-6322 · Engineering Fees	960	4,167	-3,207	4,545	41,667	-37,122	50,000
6-6323 · Planning Consultants	14,469	4,167	10,302	260,789	41,667	219,122	50,000
6-6324 · Affordable Housing Consultant	1,033	5,833	-4,800	51,308	58,333	-7,025	70,000
6-6333 · Accounting	2,001	1,583	418	18,923	15,833	3,090	19,000
6-6334 · Tax Roll Management	638	667	-29	6,379	6,667	-288	8,000
6-6353 · Insurance / Bonds	0	0	0	991	5,000	-4,009	5,000
6-6370 · Board Meeting Expense	125	0	125	1,125	0	1,125	0
6-6410 · Montrose Collective Reimburse	0	0	0	158,598	0	158,598	0
6-6420 · City of Houston Admin Fee	0	0	0	273,846	313,964	-40,118	313,964
6-6430 · COH Municipal Services	0	0	0	183,610	196,546	-12,936	196,546
6-6450 · Public Engagement Expenses	21,766	5,000	16,766	179,013	50,000	129,013	60,000
6-6460 · Board Development	0	417	-417	0	4,167	-4,167	5,000
6-7000 · Capital Expenditure							
6-7206 · Workforce/Affordable Housing	0	62,500	-62,500	0	625,000	-625,000	750,000
6-7212 · Hawthorne Safe Street	0	0	0	125,748	0	125,748	0
6-7213 · Woodhead Safe Street	0	0	0	125,748	0	125,748	0
6-7214 · Dallas Bikeway	0	36,167	-36,167	12,481	361,667	-349,186	434,000
6-7217 · Sidewalk Program/ Safe	2,349	29,167	-26,818	39,769	291,667	-251,898	350,000
6-7218 · Montrose Blvd - Reconstruction	36,764	617,500	-580,736	695,684	6,175,000	-5,479,316	7,410,000
6-7219 · Welch Safe Street	0	10,417	-10,417	0	104,167	-104,167	125,000
6-7220 · Stanford Safe Street	0	10,417	-10,417	0	104,167	-104,167	125,000
6-7221 · Mandell Bikeway	0	36,167	-36,167	12,481	361,667	-349,186	434,000
6-7222 · Safe Route to School Sidewalk	0	0	0	694,452	0	694,452	0
6-7223 · W Alabama Street	0	62,500	-62,500	0	625,000	-625,000	750,000
6-7224 · West Gray - Dallas to Allen Pky	0	0	0	212,429	0	212,429	0
6-7225 · W. Gray Street Sidewalk Improve	0	0	0	61,718	0	61,718	0
6-7226 · W Gray from Woodhead to Montros	0	110,833	-110,833	0	1,108,333	-1,108,333	1,330,000
6-7227 · Westheimer Corridor Study	1,683	20,833	-19,150	101,825	208,333	-106,508	250,000
6-7000 · Capital Expenditure - Other	2,758	0	2,758	283,098	0	283,098	0

TIRZ 27 - Montrose RA
Profit & Loss Budget vs. Actual
April 2024

	April			Year to Date (10 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Total 6-7000 · Capital Expenditure	43,554	996,501	-952,947	2,365,433	9,965,001	-7,599,568	11,958,000
6-7395 · Miscellaneous Expense	0	0	0	228	0	228	0
Total Expense	104,077	1,034,335	-930,258	3,782,554	10,868,845	-7,086,291	12,937,510
Net Income	2,366	283,999	-281,633	18,202,307	8,593,759	9,608,548	9,161,760

PROGRESS REPORT

MAY 2024

MONTROSE/TIRZ 27



WEST GRAY SIDEWALK

- Received final acceptance from City of Houston.

WAUGH DR EXTENSION IMPROVEMENTS

- Project currently paused.

MONTROSE BOULEVARD IMPROVEMENTS

- No updates since submitting 100% plans in March.
- Drainage presentation

CHERRYHURST SIDEWALK IMPROVEMENTS

- Met with Community
- Additional site visits were performed last week.
- In the process of developing initial recommendations based on the community feedback, presence of trees and project budget.

WHARTON DUAL LANGUAGE ACADEMY SAFE ROUTES TO SCHOOL DESIGN

- Developed a proposal for the study, design, and bid phases for sidewalks and pedestrian crossings.

W ALABAMA STREET

- Developed a proposal to reevaluate the typical section and schematic to be more aligned with current vision of Houston Public Works projects to move the project forward.

WESTHEIMER RD DCR IMPROVEMENTS

- Alternatives have been developed and were presented to the P&P Committee.
- Based on their direction, Gauge will pause the DCR until directed otherwise.

Gauge

ENGINEERING

DRAINAGE PRESENTATION

MONTROSE BOULEVARD IMPROVEMENTS

WBS No. N-T27000-0005-7



MONTROSE
TAX INCREMENT REINVESTMENT ZONE 27

May 20, 2024



Agenda

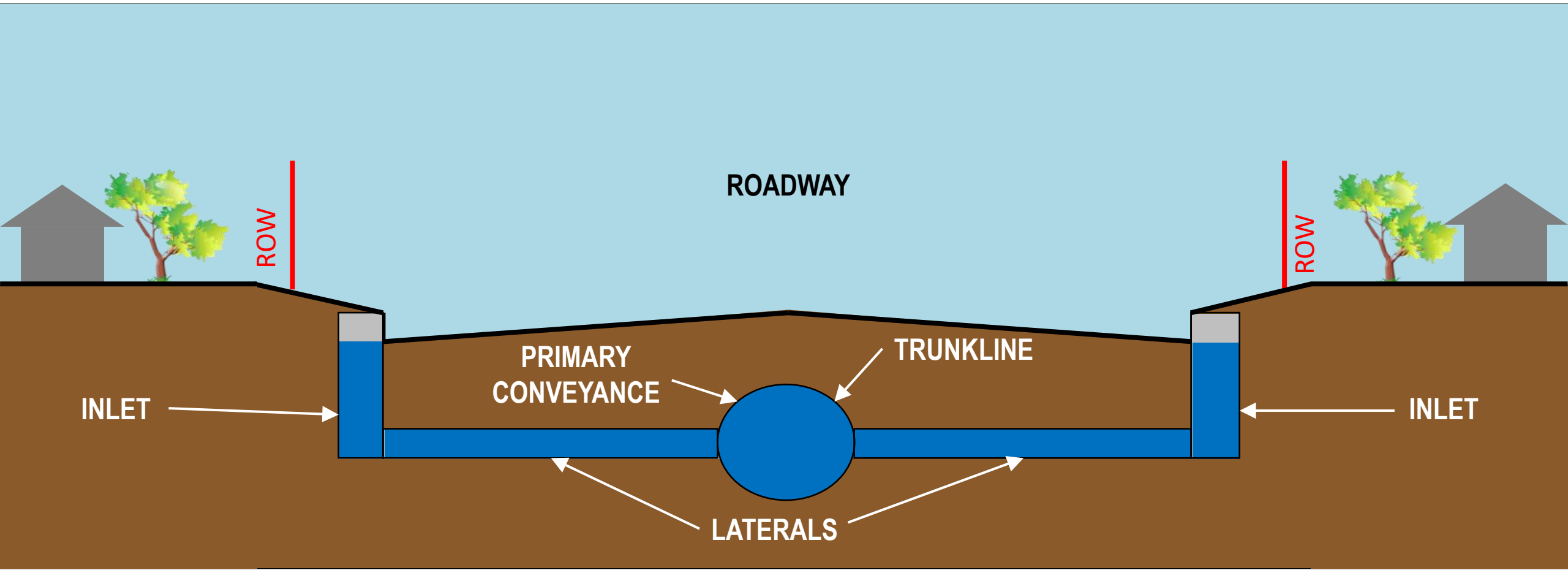
- City of Houston Drainage Criteria
- Montrose Drainage Study
 - Background and Objectives
 - Existing Conditions Results
 - Hurricane Harvey
 - Proposed Improvements
- Montrose Blvd Improvements
 - Montrose Blvd Phase 1



Drainage Criteria



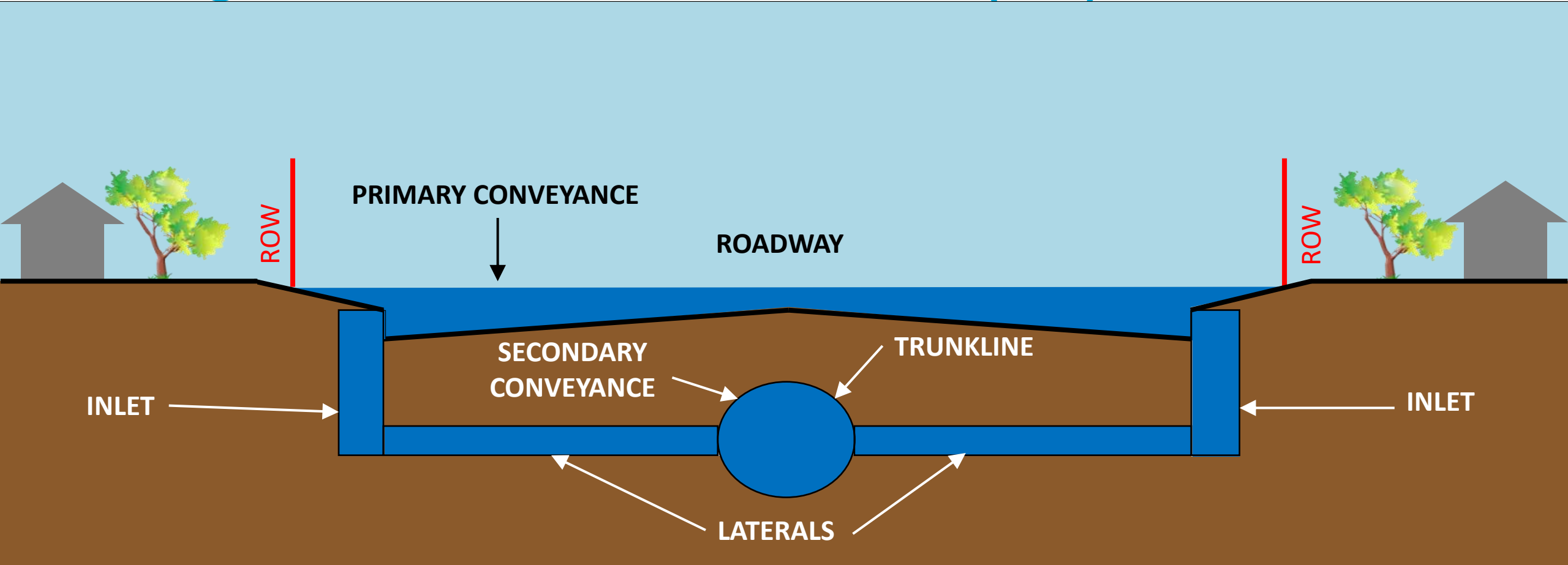
Current City of Houston Roadway Drainage Criteria – 2-Year Event (50%)



Development Criteria

- Water Surface not to Exceed Gutter Elevation
- Storm Sewers used as Primary Conveyance System

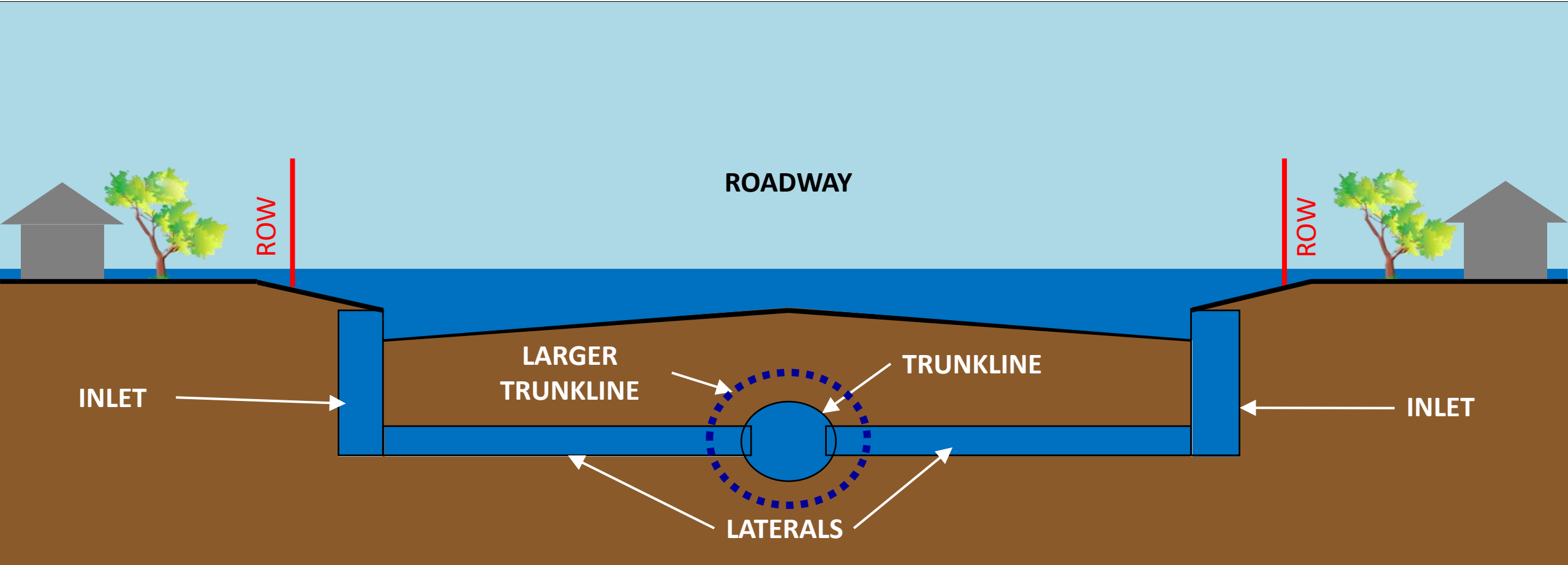
Current City of Houston Roadway Drainage Criteria– 100-Year Event (1%)



Development Criteria

- Water Surface not to Exceed Ground Elevation at ROW Line
- Streets used as Primary Conveyance System
- Provide Overland Flow Outfall

Older/Smaller Storm Sewers

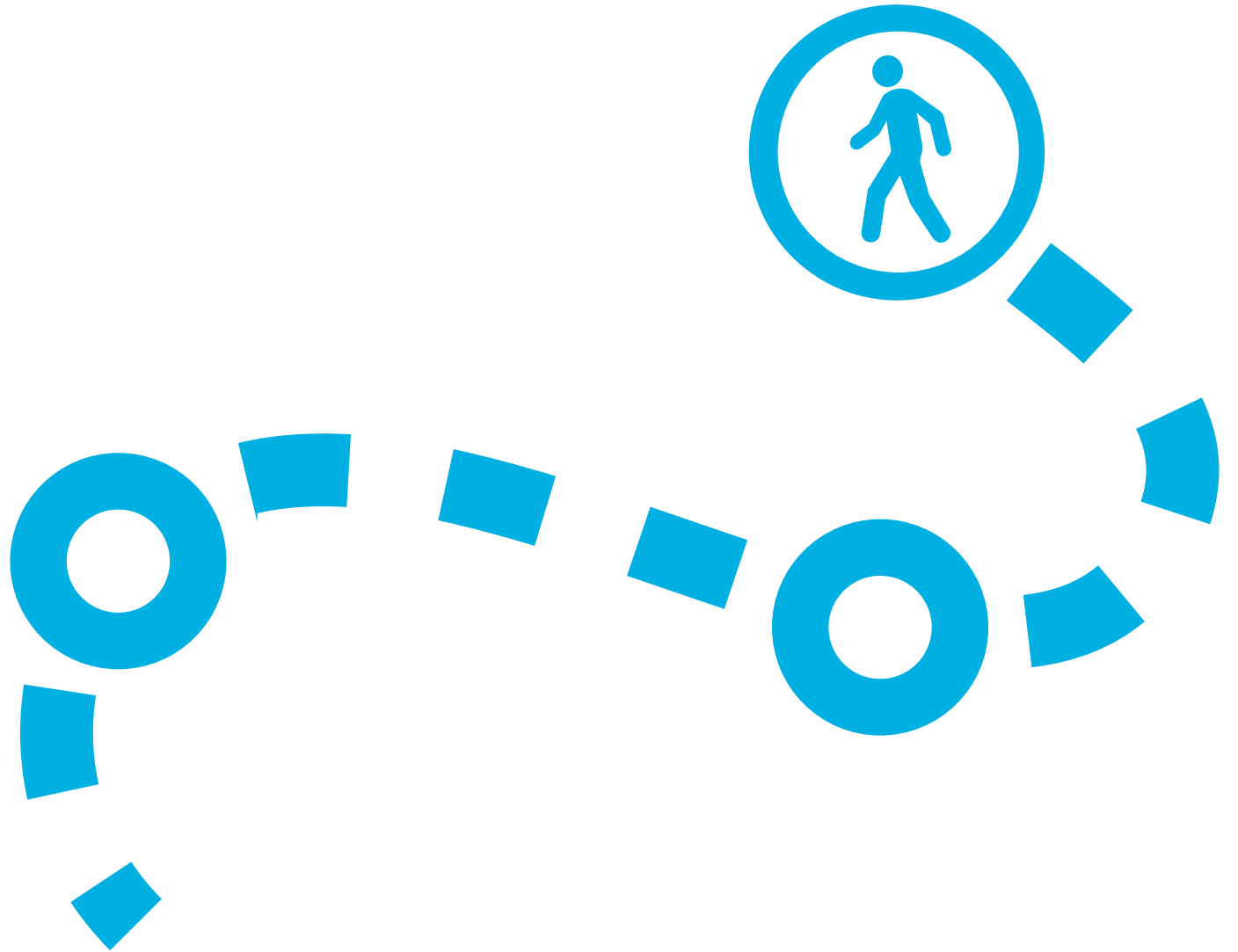


Montrose Drainage Study

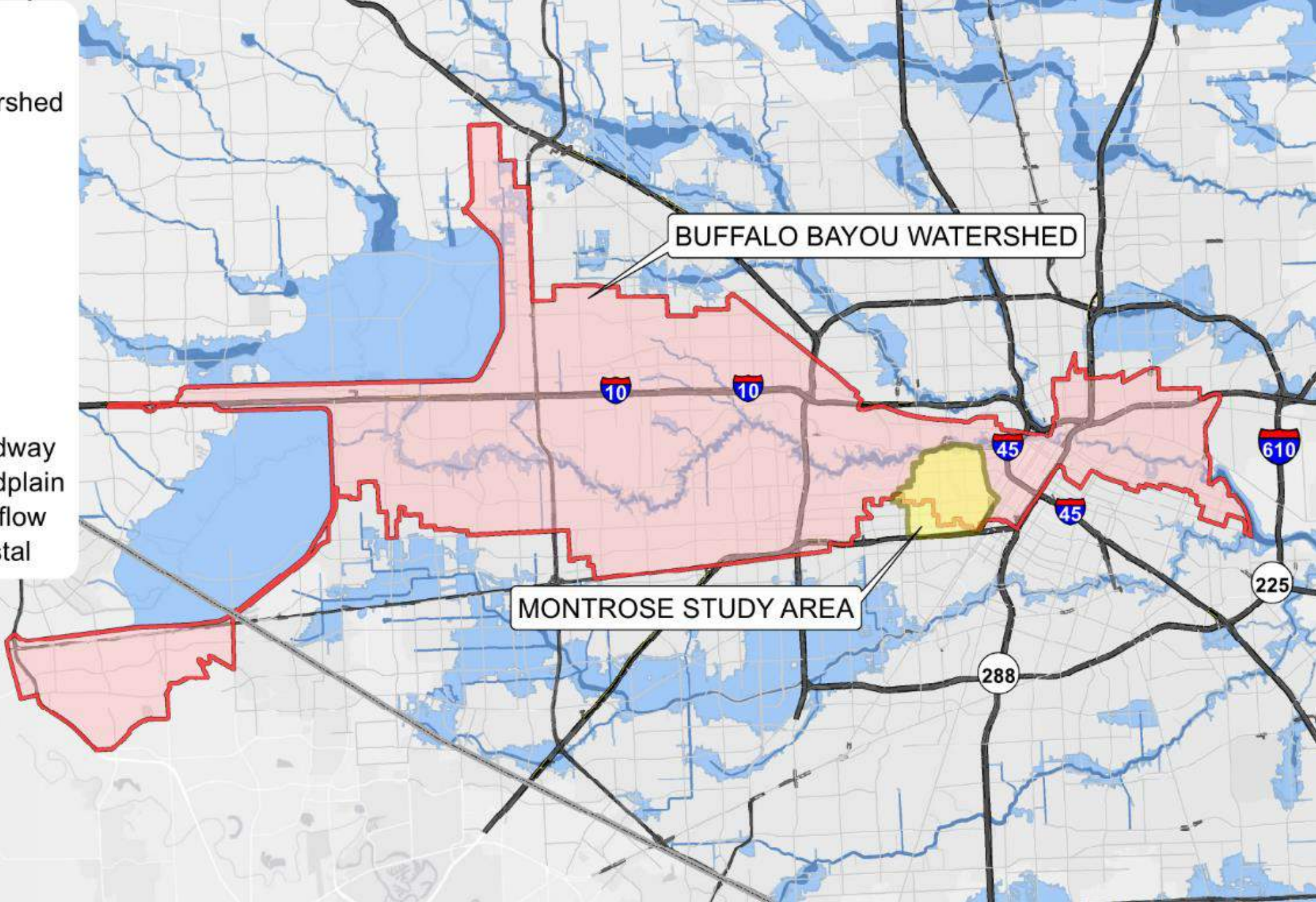


Montrose Drainage Study Background and Objectives

- **Study Objectives:**
 - Identify and Quantify Flood Risk in the Montrose Community
 - Develop Improvement Plans to Reduce Flooding
- **Consistency with City of Houston Criteria and Modeling Approach**
 - Strong Alignment
 - Atlas 14 Rainfall
 - City of Houston 2D Modeling Guidelines
 - Same Analysis Platform and Approach as the City's new Stormwater Master Plan.
- **Historical Calibration Event**
 - Hurricane Harvey

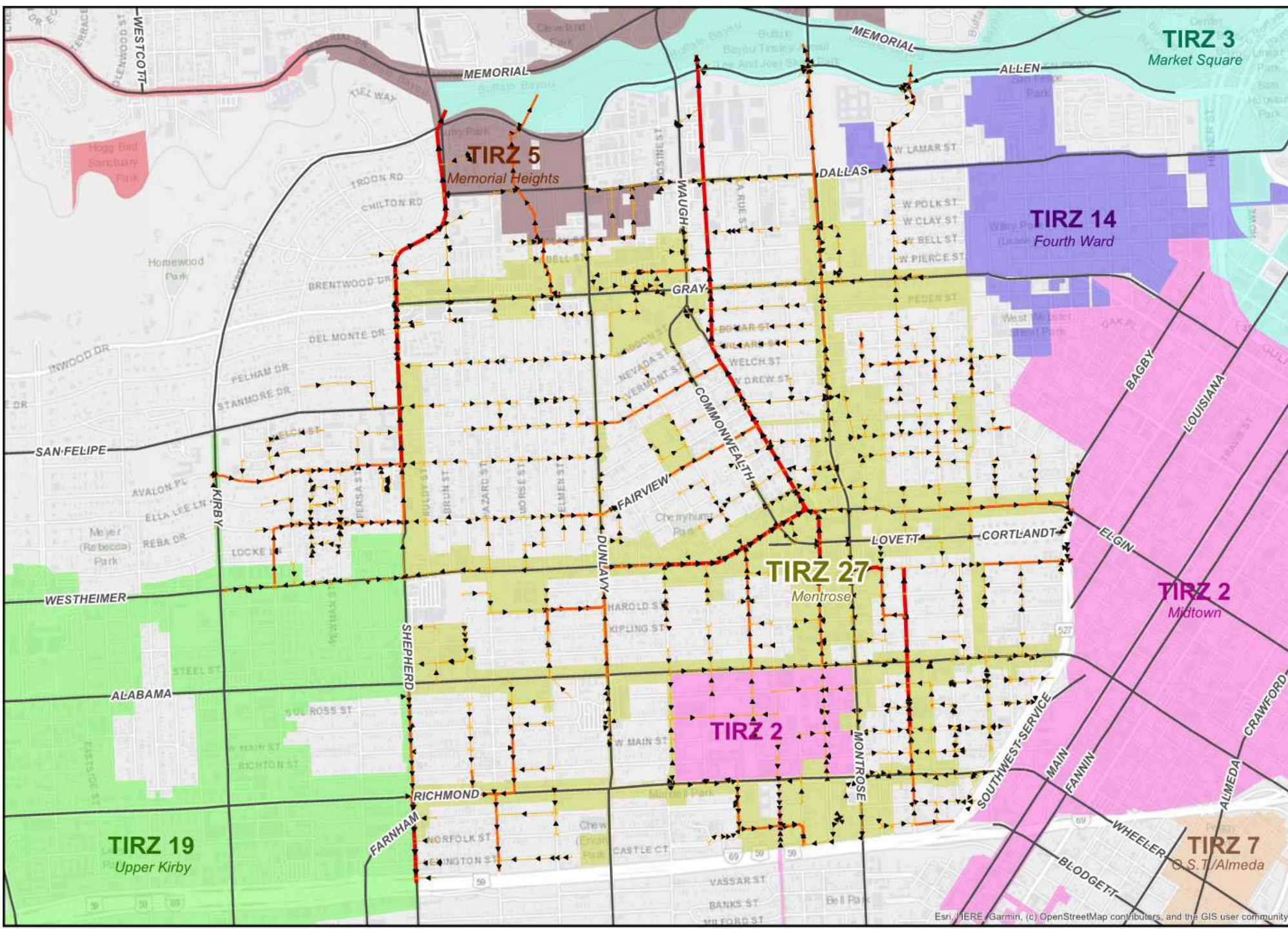


- Legend**
- Study Area
 - Buffalo Bayou Watershed
 - Harris County
- Roads**
- Freeway
 - Frontage
 - Tollway
 - HOV
 - Major
 - Ramp
- FEMA Floodplains**
- 1% (100-year) Floodway
 - 1% (100-year) Floodplain
 - 1% (100-year) Overflow
 - 1% (100-year) Coastal



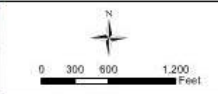
BUFFALO BAYOU WATERSHED

MONTROSE STUDY AREA



Existing Storm Drain

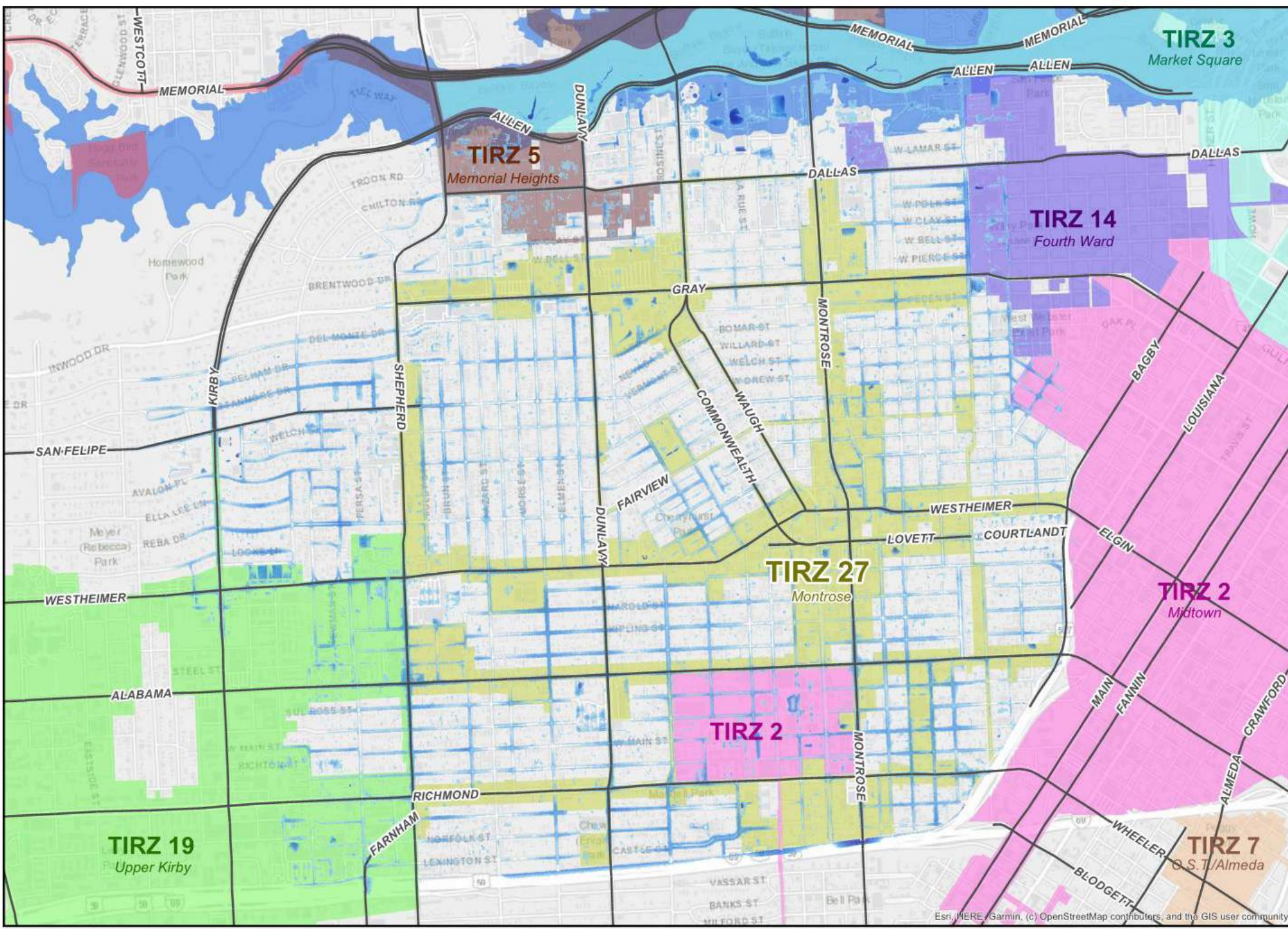
- Legend**
- Major Streets
 - ▲ Storm Drain Inlet
 - Storm Drain Pipe Size**
 - < 36"
 - 36" - 60"
 - > 60"
 - TIRZ Boundaries**
 - TIRZ 13
 - TIRZ 14
 - TIRZ 16
 - TIRZ 19
 - TIRZ 2
 - TIRZ 27
 - TIRZ 3
 - TIRZ 5
 - TIRZ 7



City of Houston
Harris County

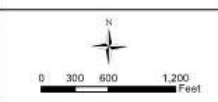
Montrose Drainage Study Existing Conditions





Existing 2-yr Inundation

- Legend**
- Major Streets
 - FEMA 500-yr
 - Existing 2-year Depths (ft)**
 - 0.25 - 0.50
 - 0.51 - 0.75
 - 0.76 - 1.00
 - 1.01 - 1.50
 - 1.51 - 2.00
 - 2.01 - 2.50
 - 2.51 - 3.00
 - 3.01 - 5.00
 - < 5.01
 - TIRZ Boundaries**
 - TIRZ 13
 - TIRZ 14
 - TIRZ 16
 - TIRZ 19
 - TIRZ 2
 - TIRZ 27
 - TIRZ 3
 - TIRZ 5
 - TIRZ 7



City of Houston
Harris County

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Existing 10-yr Inundation

Legend

— Major Streets

■ FEMA 500-yr

Existing 10-year

Depths (ft)

0.25 - 0.50

0.51 - 0.75

0.76 - 1.00

1.01 - 1.50

1.51 - 2.00

2.01 - 2.50

2.51 - 3.00

3.01 - 5.00

< 5.01

TIRZ Boundaries

■ TIRZ 13

■ TIRZ 14

■ TIRZ 16

■ TIRZ 19

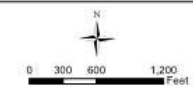
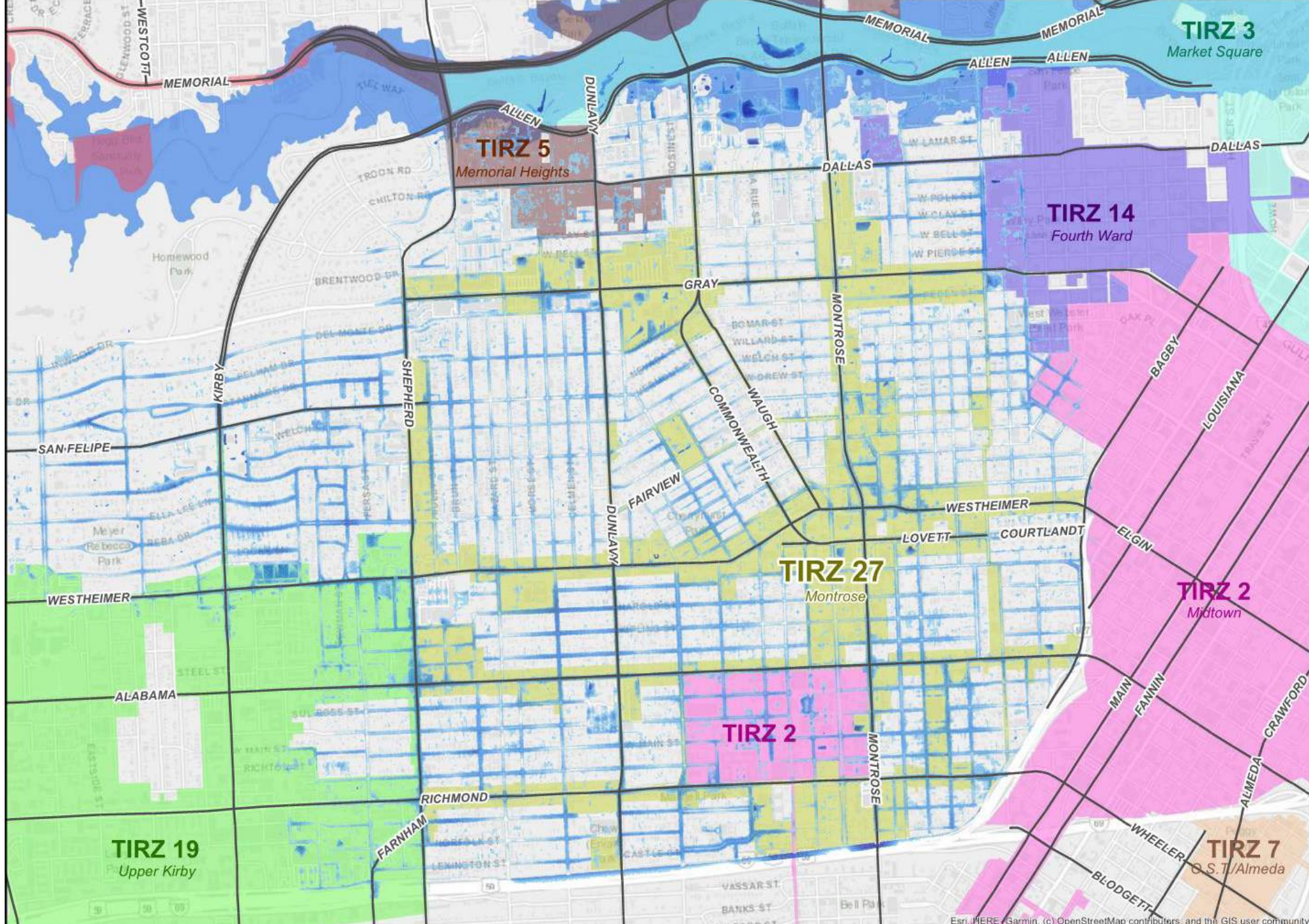
■ TIRZ 2

■ TIRZ 27

■ TIRZ 3

■ TIRZ 5

■ TIRZ 7

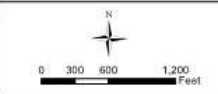


City of Houston
Harris County

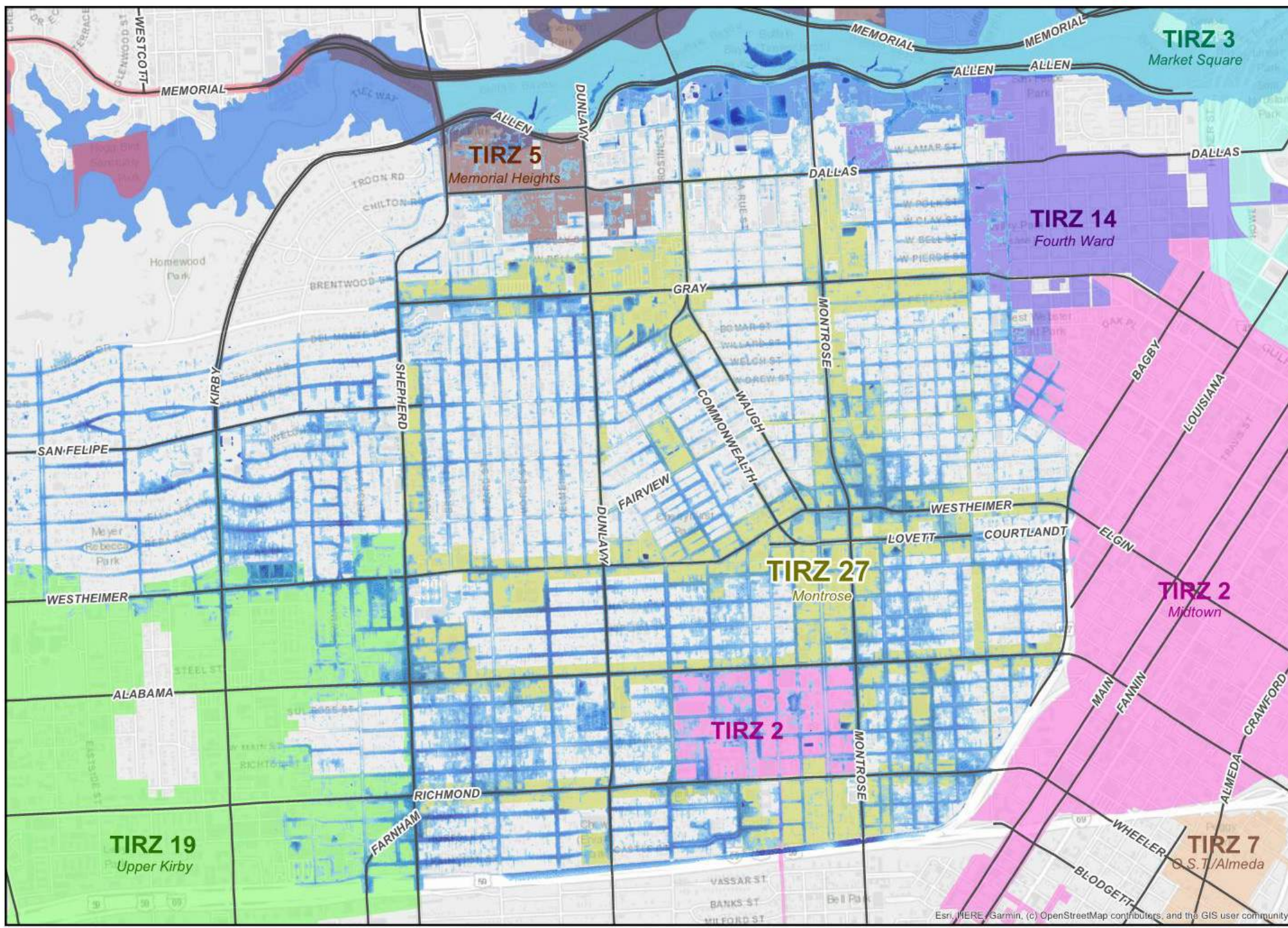
Existing 100-yr Inundation

Legend

- Major Streets
- FEMA 500-yr
- Existing 100-year Depths (ft)**
- 0.25 - 0.50
- 0.51 - 0.75
- 0.76 - 1.00
- 1.01 - 1.50
- 1.51 - 2.00
- 2.01 - 2.50
- 2.51 - 3.00
- 3.01 - 5.00
- < 5.01
- TIRZ Boundaries**
- TIRZ 13
- TIRZ 14
- TIRZ 16
- TIRZ 19
- TIRZ 2
- TIRZ 27
- TIRZ 3
- TIRZ 5
- TIRZ 7



City of Houston
Harris County



Hurricane Harvey Inundation

Legend

— Major Streets

■ FEMA 500-yr

Hurricane Harvey Depths (ft)

■ 0.25 - 0.50

■ 0.51 - 0.75

■ 0.76 - 1.00

■ 1.01 - 1.50

■ 1.51 - 2.00

■ 2.01 - 2.50

■ 2.51 - 3.00

■ 3.01 - 5.00

■ < 5.01

COHTIRZ2019 TIRZ Boundaries

■ TIRZ 13

■ TIRZ 14

■ TIRZ 16

■ TIRZ 19

■ TIRZ 2

■ TIRZ 27

■ TIRZ 3

■ TIRZ 5

■ TIRZ 7

Harvey Flooded Structure Hot Spots

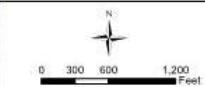
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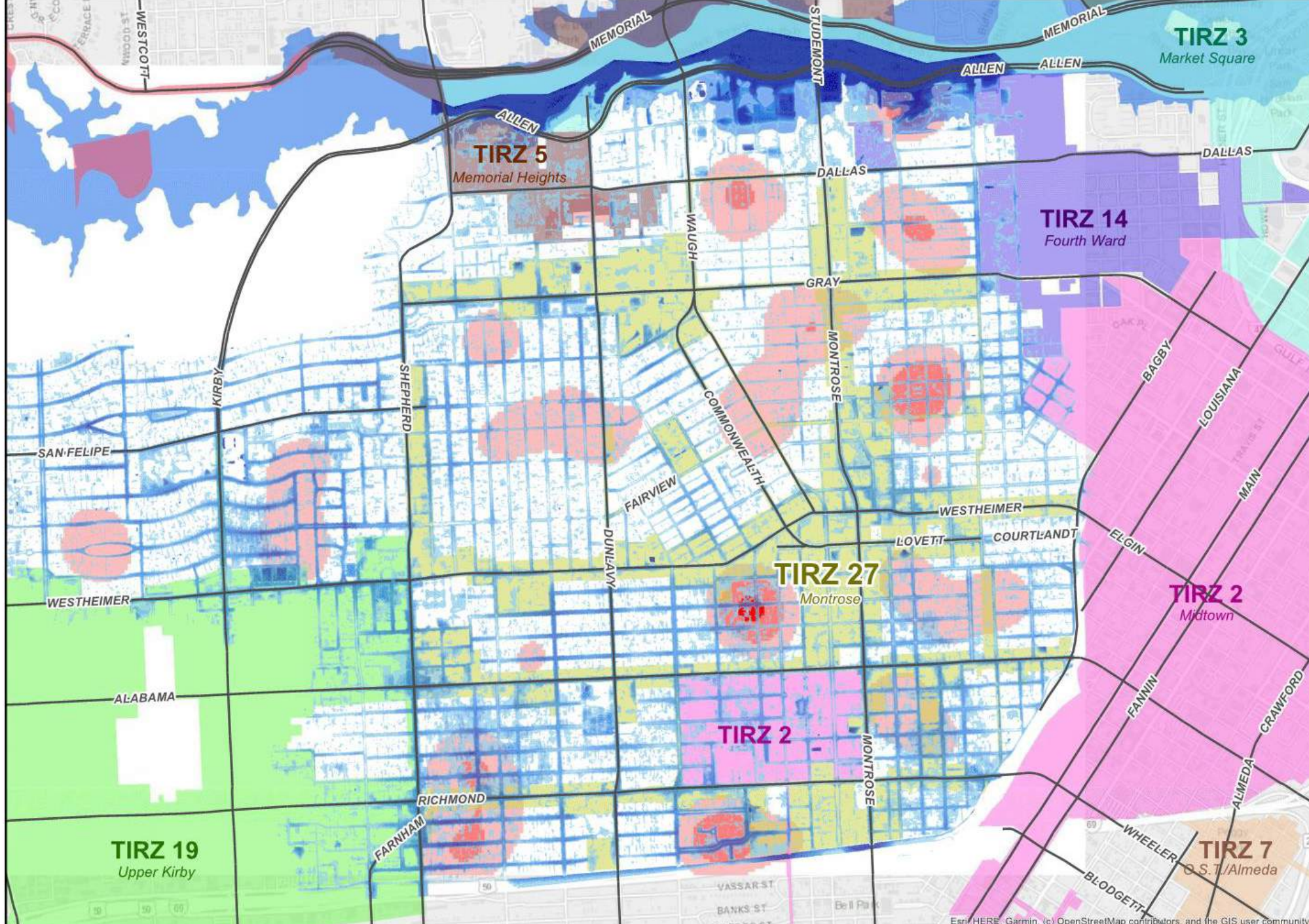
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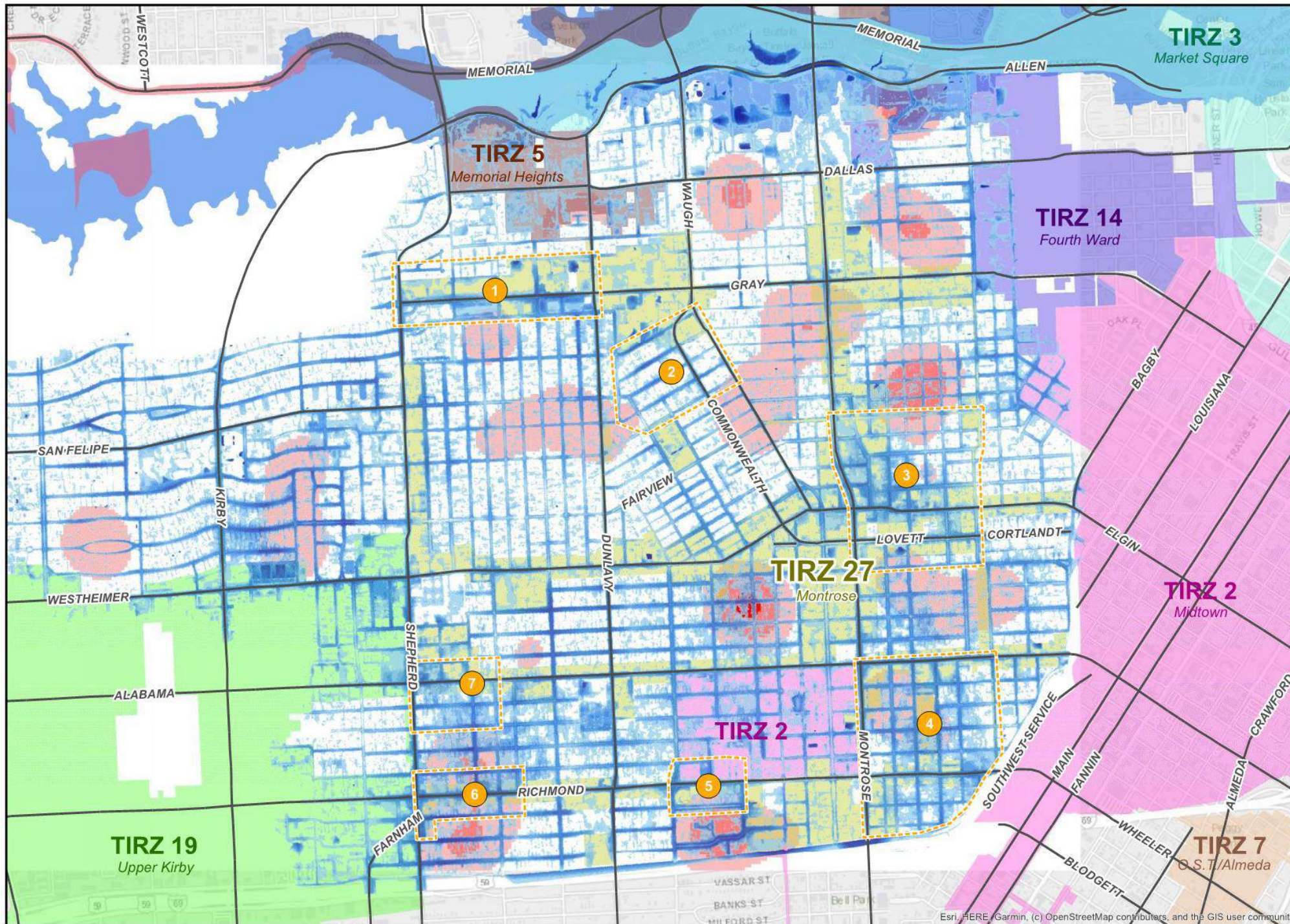
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City of Houston
Harris County

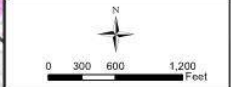




Existing Problem Areas

Legend

- Major Streets
- ▭ Problem Area
- FEMA 500-yr 100-Year, Atlas 14 Depths (ft)
- 0.25 - 0.50
- 0.51 - 0.75
- 0.76 - 1.00
- 1.01 - 1.50
- 1.51 - 2.00
- 2.01 - 2.50
- 2.51 - 3.00
- 3.01 - 5.00
- < 5.01
- TIRZ Boundaries
- TIRZ 13
- TIRZ 14
- TIRZ 16
- TIRZ 19
- TIRZ 2
- TIRZ 27
- TIRZ 3
- TIRZ 5
- TIRZ 7
- Flooded Structure Hot Spots
- [Color Scale]



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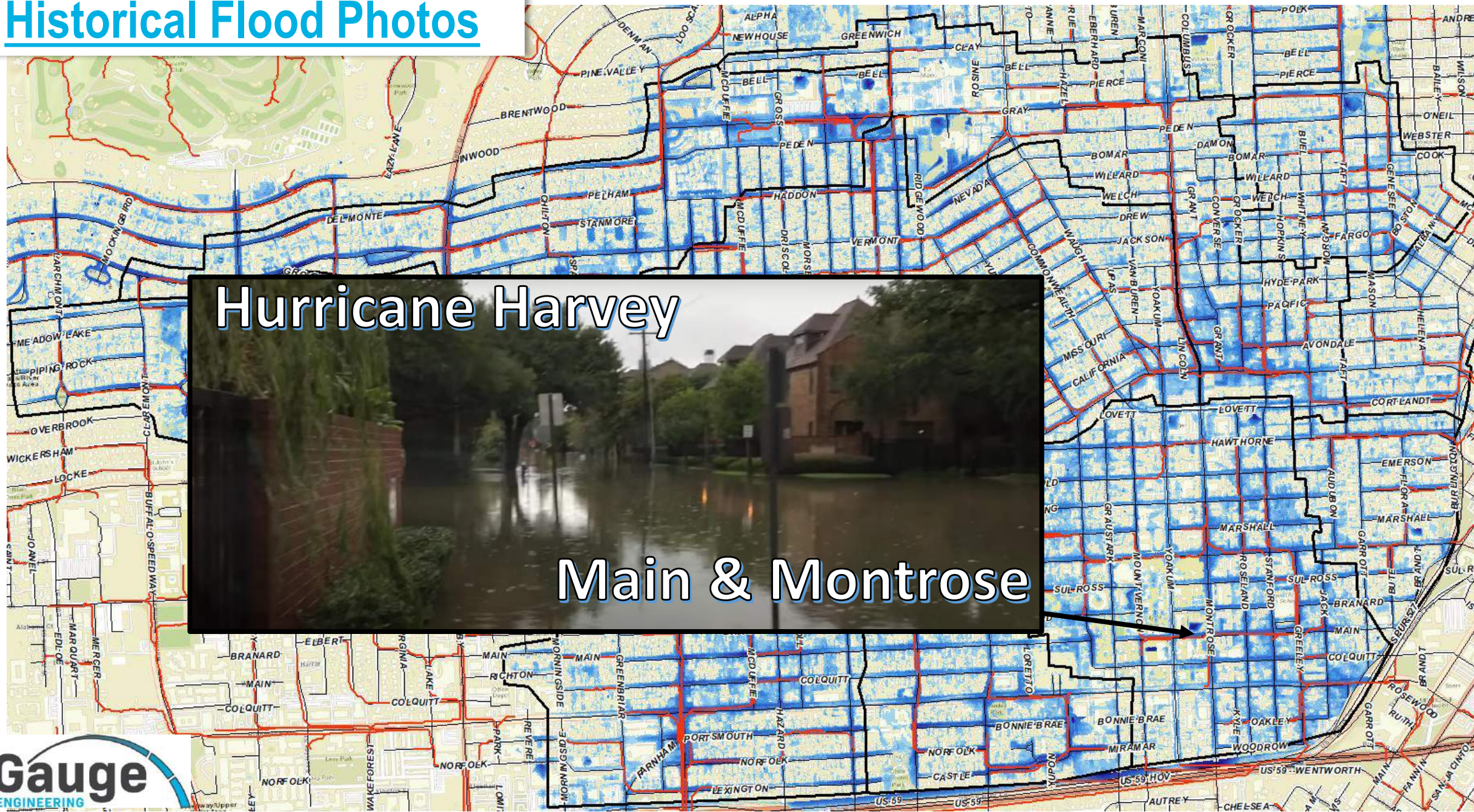
Historical Flood Photos



Harvey

Hurricane Harvey Flooding on Colquitt Street
7AM ~ 8/27/2017

Historical Flood Photos



Hurricane Harvey

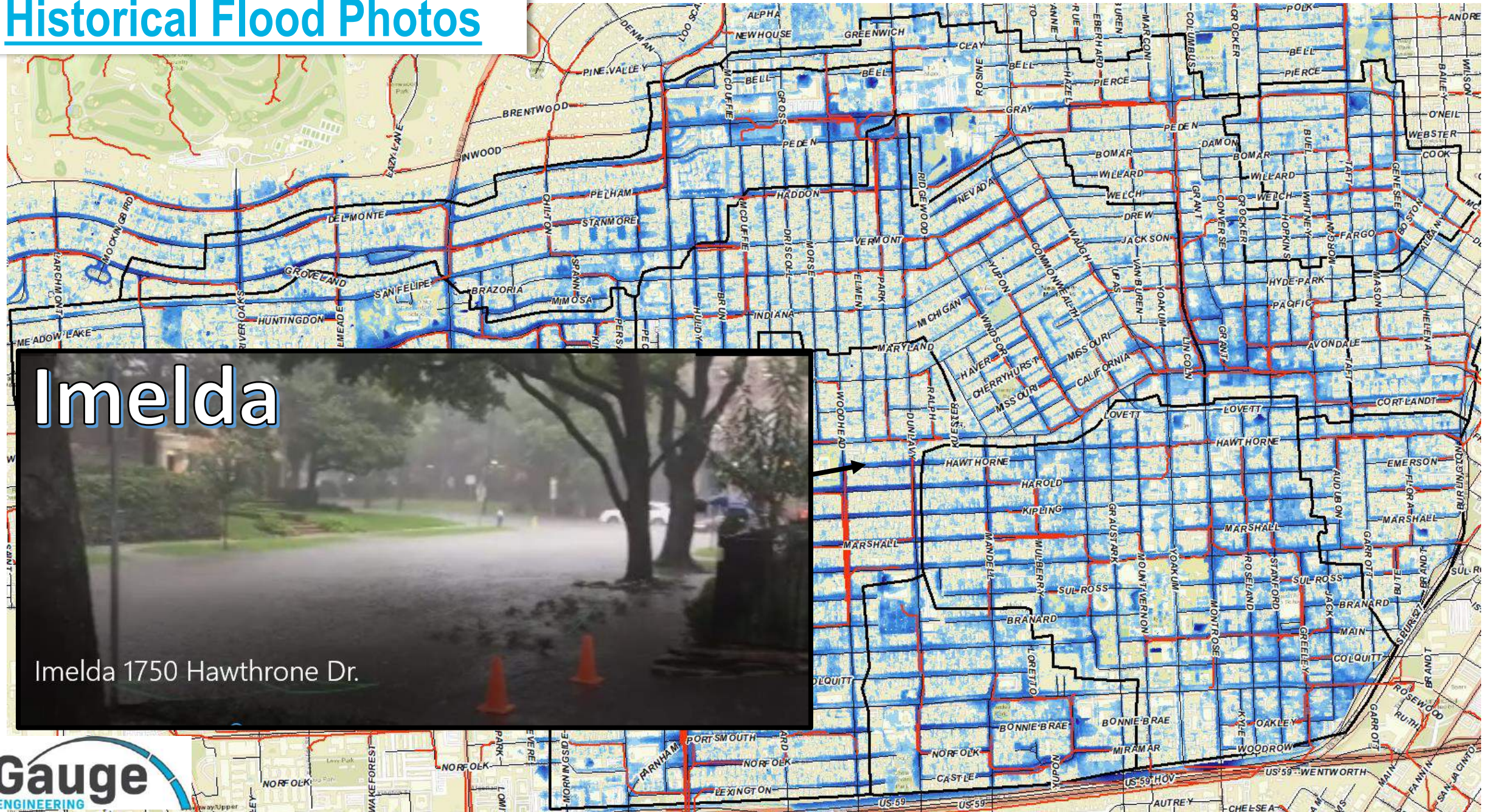
Main & Montrose



**MONTROSE BLVD &
W MAIN ST**

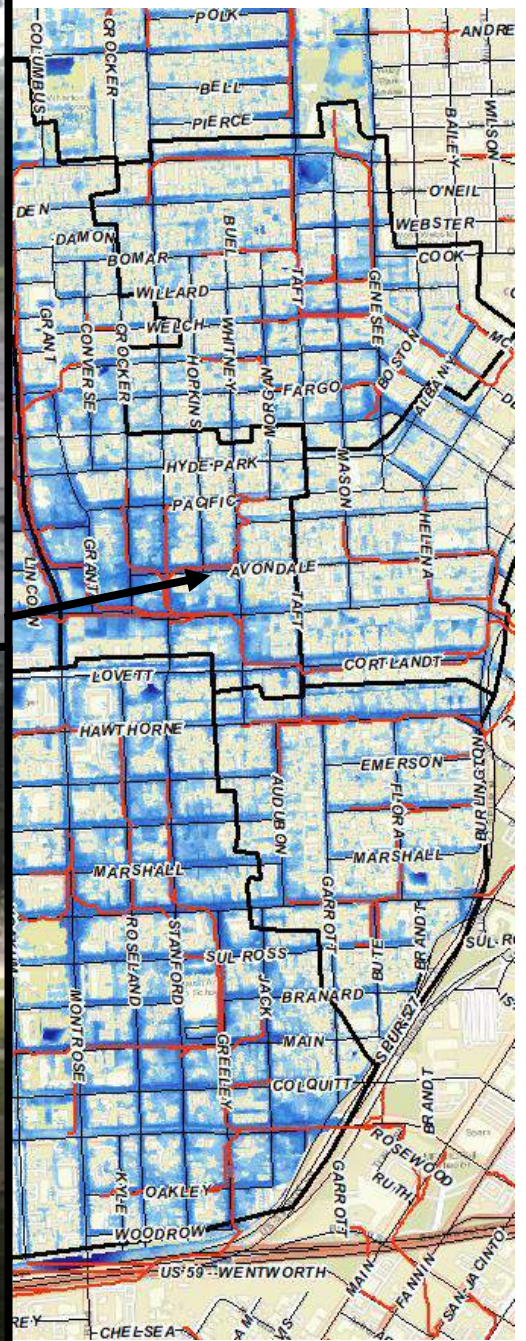


Historical Flood Photos



Historical Flood Photos

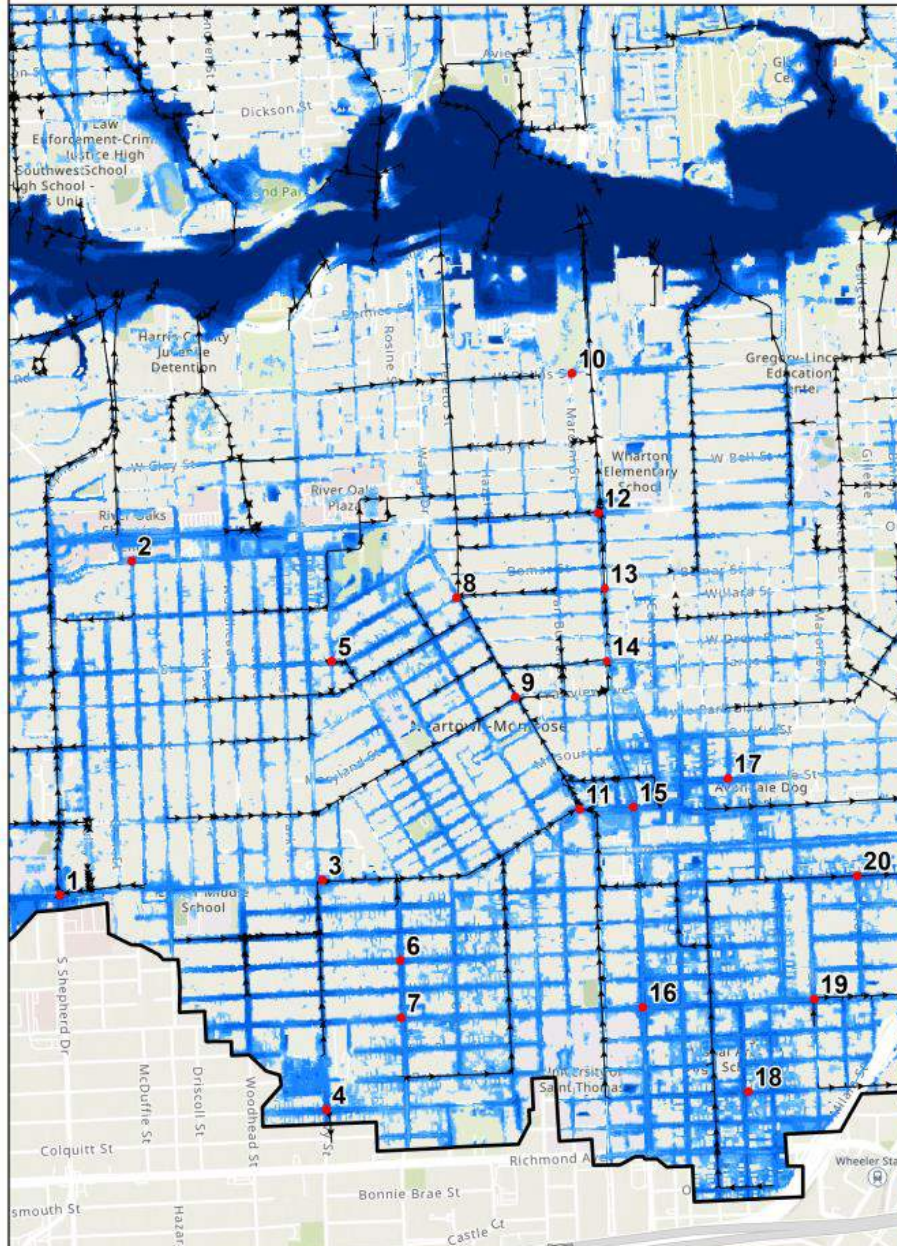
Halloween 2015



606 Avondale



City of Houston ICM Model



TIRZ 27 ICM Model

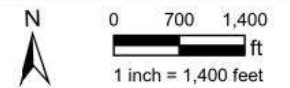


**EXISTING CONDITIONS
ICM MODEL RESULT
COMPARISON**



Legend

- 2D Model Boundary
- Modeled Conduits
- Comparison Point Locations
- 100-Year Existing Conditions Inundation (ft)**
- < 0.25
- 0.25 - 0.50
- 0.50 - 1.00
- 1.00 - 2.00
- 2.00 - 3.00
- 3.00 - 5.00
- 5.00 - 10.00
- > 10.00



ID	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
City of Houston ICM Model	1.88	1.06	1.26	1.43	0.55	1.55	1.55	1.33	1.49	0.33	0.79	1.13	0.72	0.72	1.15	1.38	1.17	2.60	1.59	2.22
TIRZ 27 ICM Model	1.26	0.90	1.06	1.13	0.29	1.30	1.36	0.89	1.49	0.58	0.76	1.12	0.65	0.71	1.04	1.08	1.05	2.10	1.08	1.61



Existing Conditions Summary

- **2-Year Criteria Not Met**
- **100-Year Criteria Not Met**
- **Moderate Historical Structural Flooding**
- **Historical Storm Events Less Intense Relative to Other Options of the City.**

Montrose Drainage Study Proposed Conditions

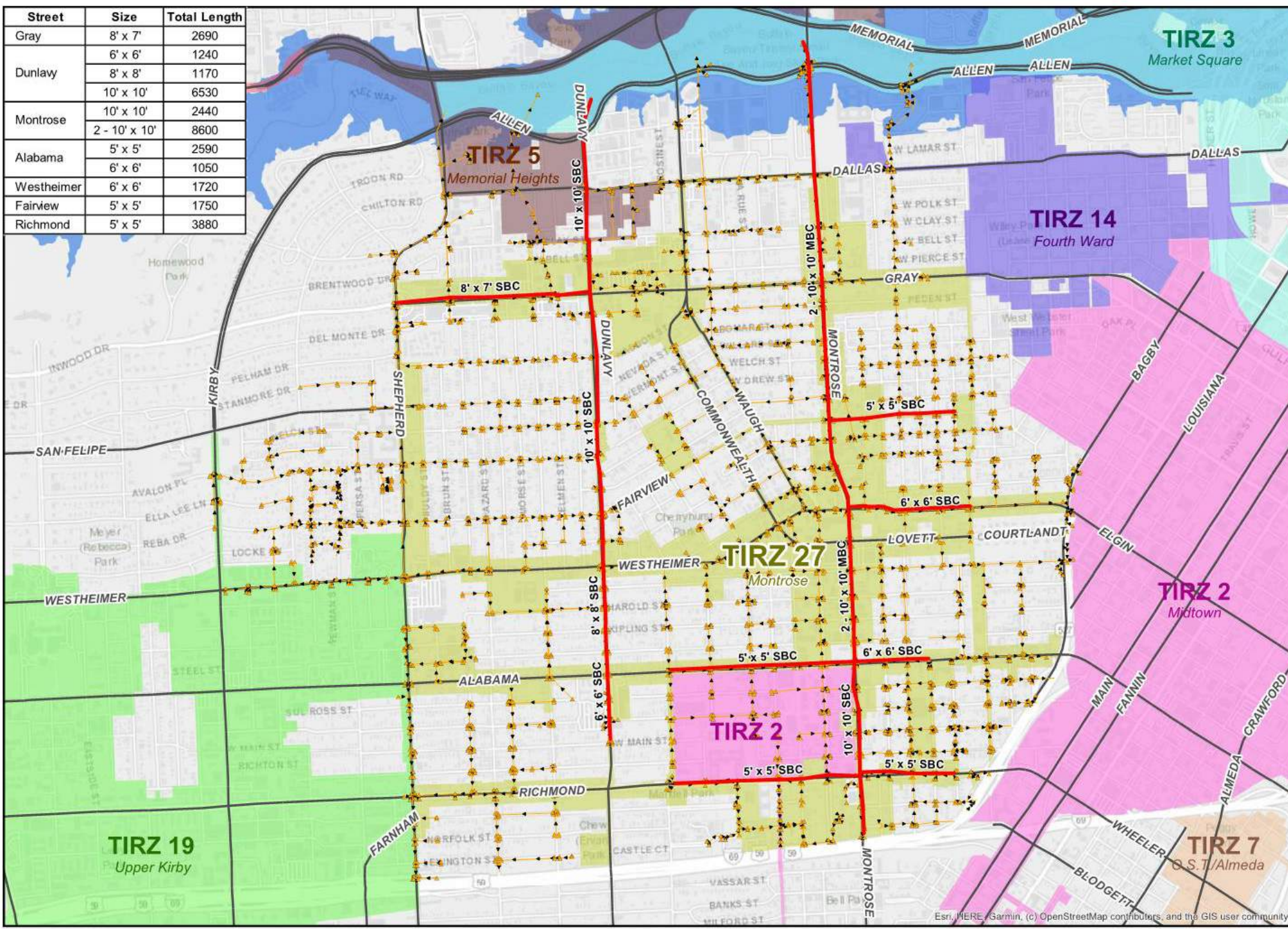


Proposed Conditions Alternatives

Alternative 1 – Free Unrestricted Outfall to Buffalo Bayou

Alternative 3 – Restricted Outfall to Buffalo Bayou

Street	Size	Total Length
Gray	8' x 7'	2690
Dunlavy	6' x 6'	1240
	8' x 8'	1170
	10' x 10'	6530
Montrose	10' x 10'	2440
	2 - 10' x 10'	8600
Alabama	5' x 5'	2590
	6' x 6'	1050
Westheimer	6' x 6'	1720
Fairview	5' x 5'	1750
Richmond	5' x 5'	3880



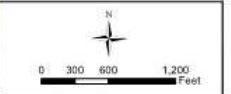
**Alternatives 1 and 2
Proposed Storm
Drain Layout**

Legend

- Major Streets
- Existing SD Inlet
- Existing SD Pipe
- Proposed SD Trunkline

TIRZ Boundaries

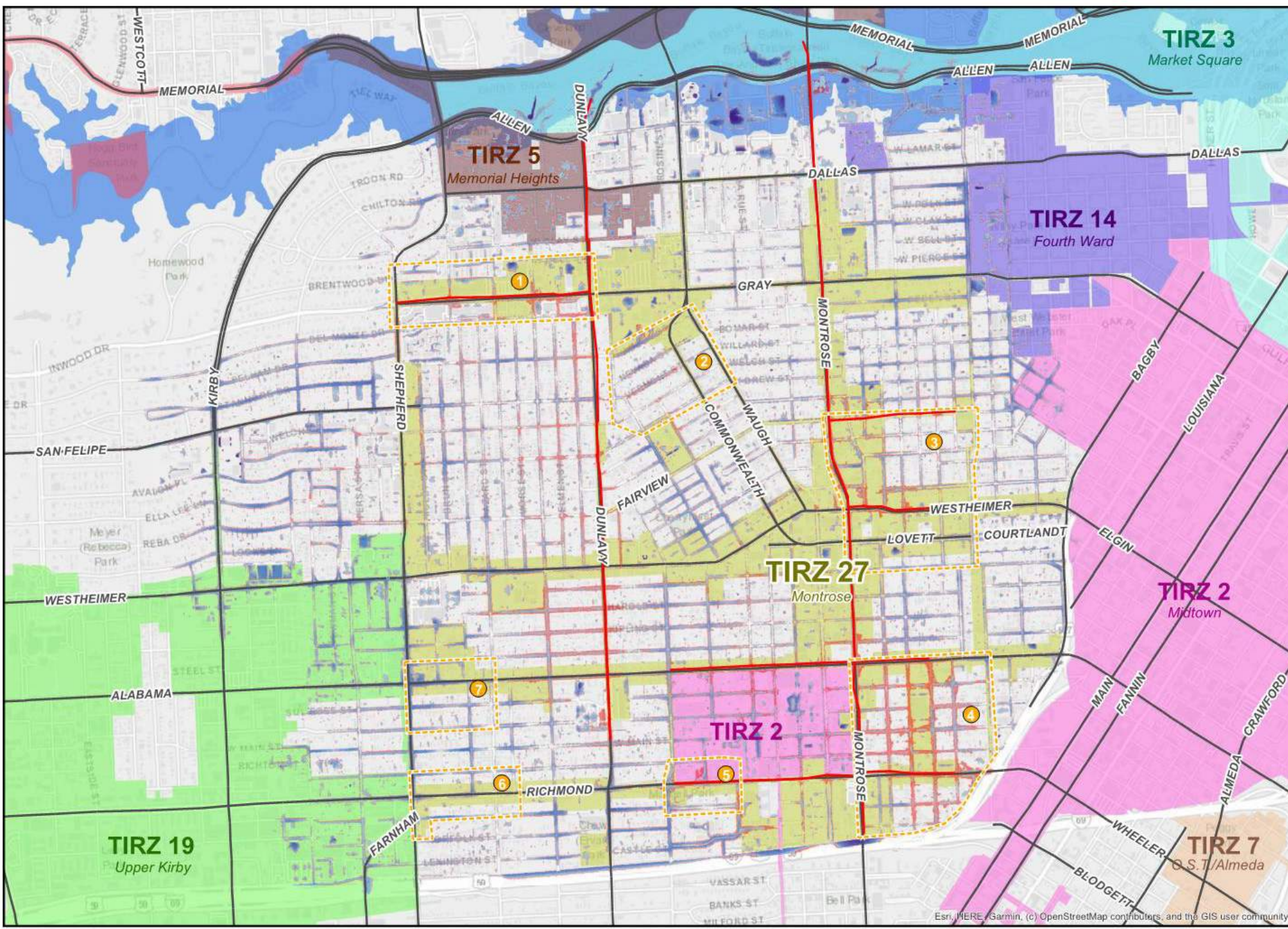
- TIRZ 13
- TIRZ 14
- TIRZ 16
- TIRZ 19
- TIRZ 2
- TIRZ 27
- TIRZ 3
- TIRZ 5
- TIRZ 7



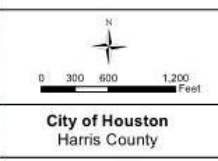
City of Houston
Harris County



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- Legend**
- Major Streets
 - FEMA 500-yr
 - ▭ Problem Area
 - Proposed SD Trunkline
 - Existing 2-yr
- Proposed 2-yr**
Depths (ft)
- 0.25 - 0.50
 - 0.51 - 0.75
 - 0.76 - 1.00
 - 1.01 - 1.50
 - 1.51 - 2.00
 - 2.01 - 2.50
 - 2.51 - 3.00
 - 3.01 - 5.00
 - < 5.01
- TIRZ Boundaries**
- TIRZ 13
 - TIRZ 14
 - TIRZ 16
 - TIRZ 19
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 - TIRZ 3
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 - TIRZ 7

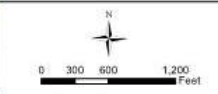


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

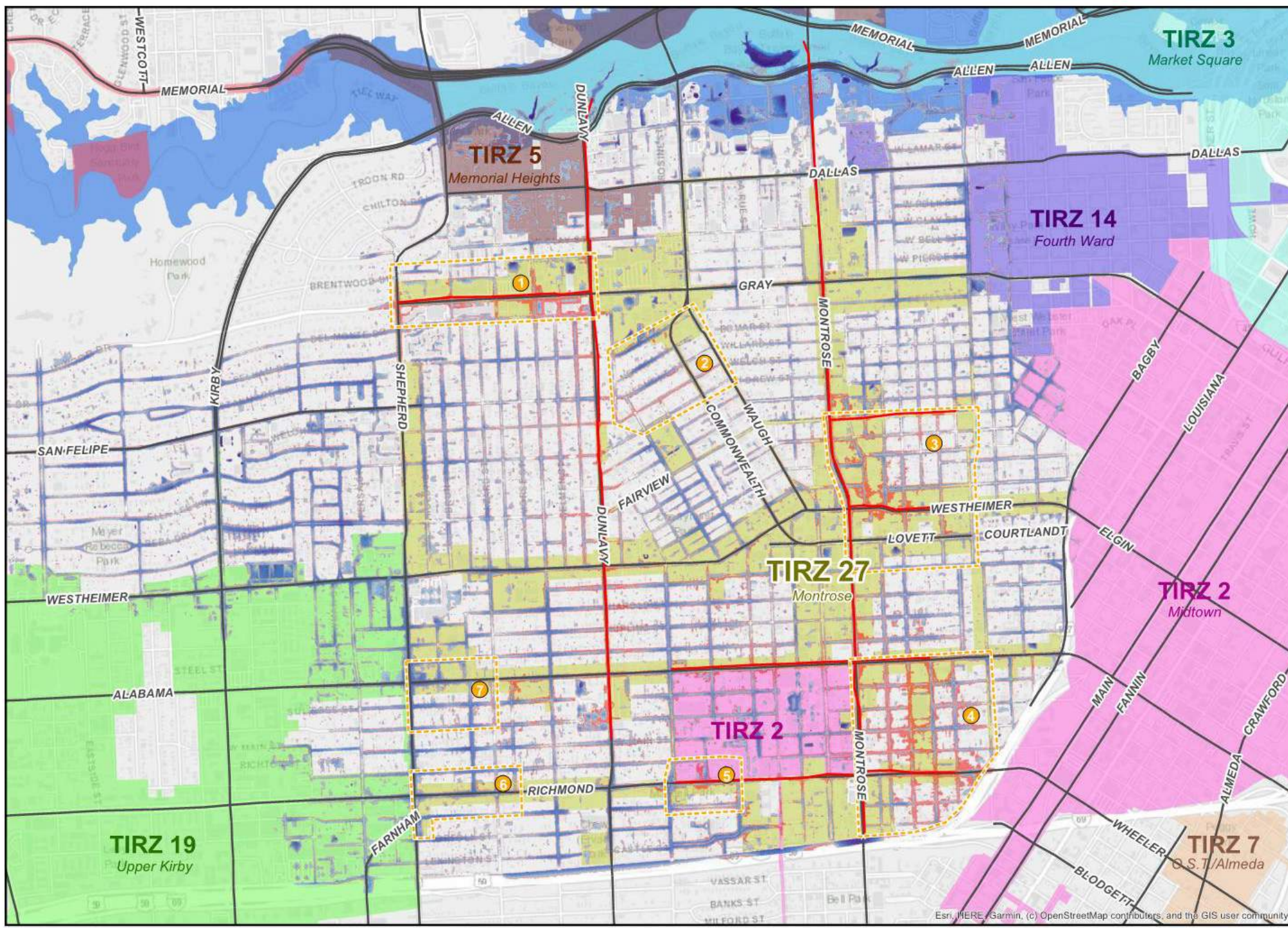
**Proposed ALT 1
10-yr Inundation**

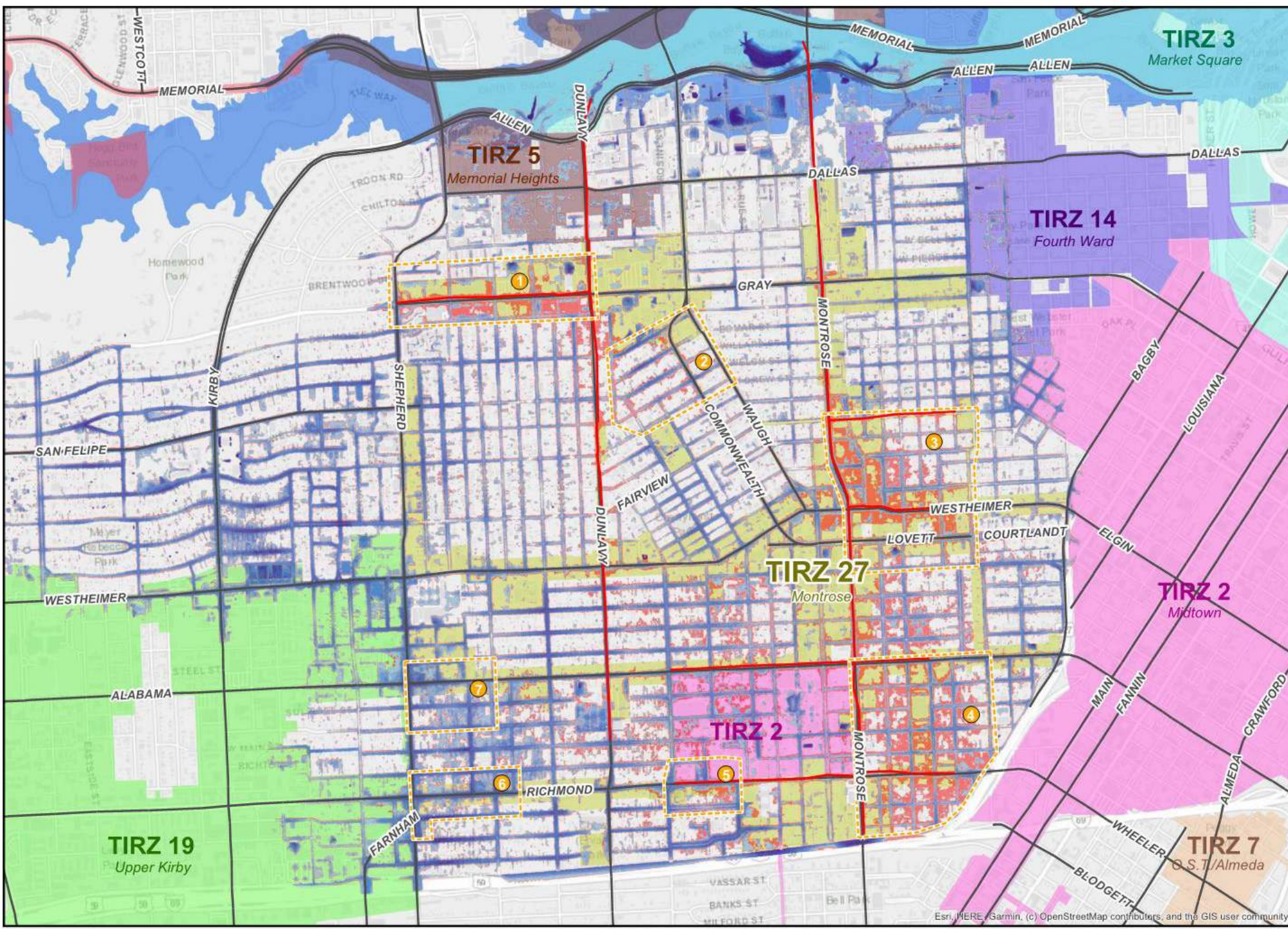
Legend

- Major Streets
 - FEMA 500-yr
 - ▭ Problem Area
 - Proposed SD Trunkline
 - Existing 10-yr
- Proposed 10-yr
Depths (ft)**
- 0.25 - 0.50
 - 0.51 - 0.75
 - 0.76 - 1.00
 - 1.01 - 1.50
 - 1.51 - 2.00
 - 2.01 - 2.50
 - 2.51 - 3.00
 - 3.01 - 5.00
 - < 5.01
- TIRZ Boundaries**
- TIRZ 13
 - TIRZ 14
 - TIRZ 16
 - TIRZ 19
 - TIRZ 2
 - TIRZ 27
 - TIRZ 3
 - TIRZ 5
 - TIRZ 7

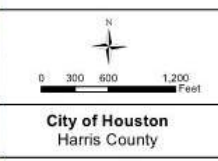


City of Houston
Harris County





- Legend**
- Major Streets
 - FEMA 500-yr
 - - - Problem Area
 - Proposed SD Trunkline
 - Existing 100-yr
- Proposed 100-yr
Depths (ft)**
- 0.25 - 0.50
 - 0.51 - 0.75
 - 0.76 - 1.00
 - 1.01 - 1.50
 - 1.51 - 2.00
 - 2.01 - 2.50
 - 2.51 - 3.00
 - 3.01 - 5.00
 - < 5.01
- TIRZ Boundaries**
- TIRZ 13
 - TIRZ 14
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 - TIRZ 5
 - TIRZ 7

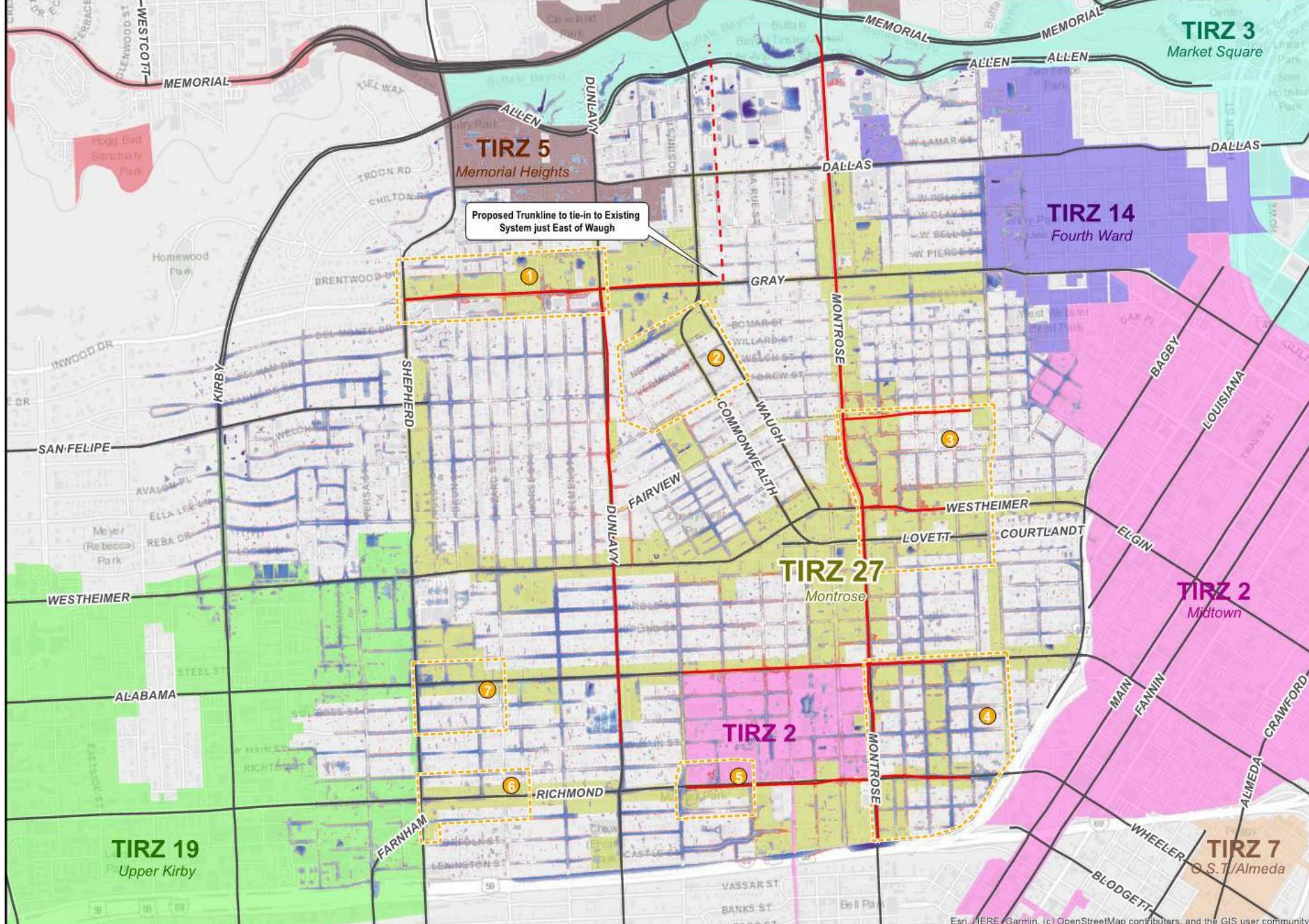


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

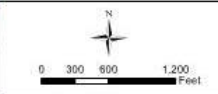
**Proposed ALT 3
2-yr Inundation**

Legend

- Major Streets
- - - Existing Storm Drain
- Outfall at Waugh
- Proposed SD Trunkline
- ⊞ Problem
- Existing 2-yr
- Proposed 2-yr**
- Depths (ft)**
- 0.25 - 0.50
- 0.51 - 0.75
- 0.76 - 1.00
- 1.01 - 1.50
- 1.51 - 2.00
- 2.01 - 2.50
- 2.51 - 3.00
- 3.01 - 5.00
- < 5.01
- TIRZ Boundaries**
- TIRZ 13
- TIRZ 14
- TIRZ 16
- TIRZ 19
- TIRZ 2
- TIRZ 27
- TIRZ 3
- TIRZ 5
- TIRZ 7



Proposed Trunkline to tie-in to Existing System just East of Waugh



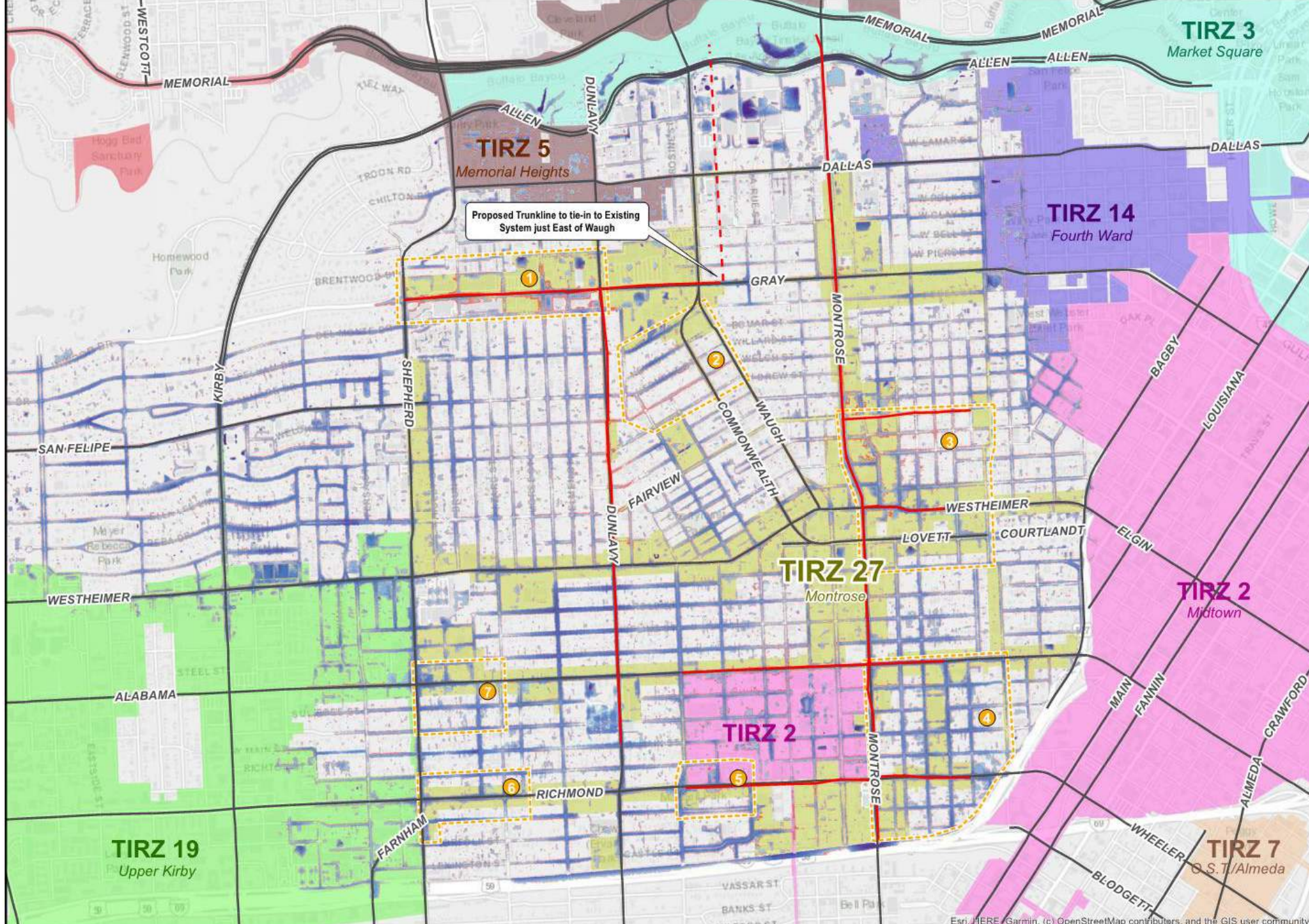
City of Houston
Harris County



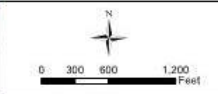
**Proposed ALT 3
10-yr Inundation**

Legend

- Major Streets
- - - Existing Storm Drain
- Outfall at Waugh
- Proposed SD Trunkline
- Problem
- Existing 10-yr
- Proposed 10-yr
Depths (ft)**
- 0.25 - 0.50
- 0.51 - 0.75
- 0.76 - 1.00
- 1.01 - 1.50
- 1.51 - 2.00
- 2.01 - 2.50
- 2.51 - 3.00
- 3.01 - 5.00
- < 5.01
- TIRZ Boundaries**
- TIRZ 13
- TIRZ 14
- TIRZ 16
- TIRZ 19
- TIRZ 2
- TIRZ 27
- TIRZ 3
- TIRZ 5
- TIRZ 7



Proposed Trunkline to tie-in to Existing System just East of Waugh



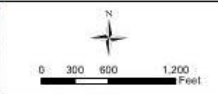
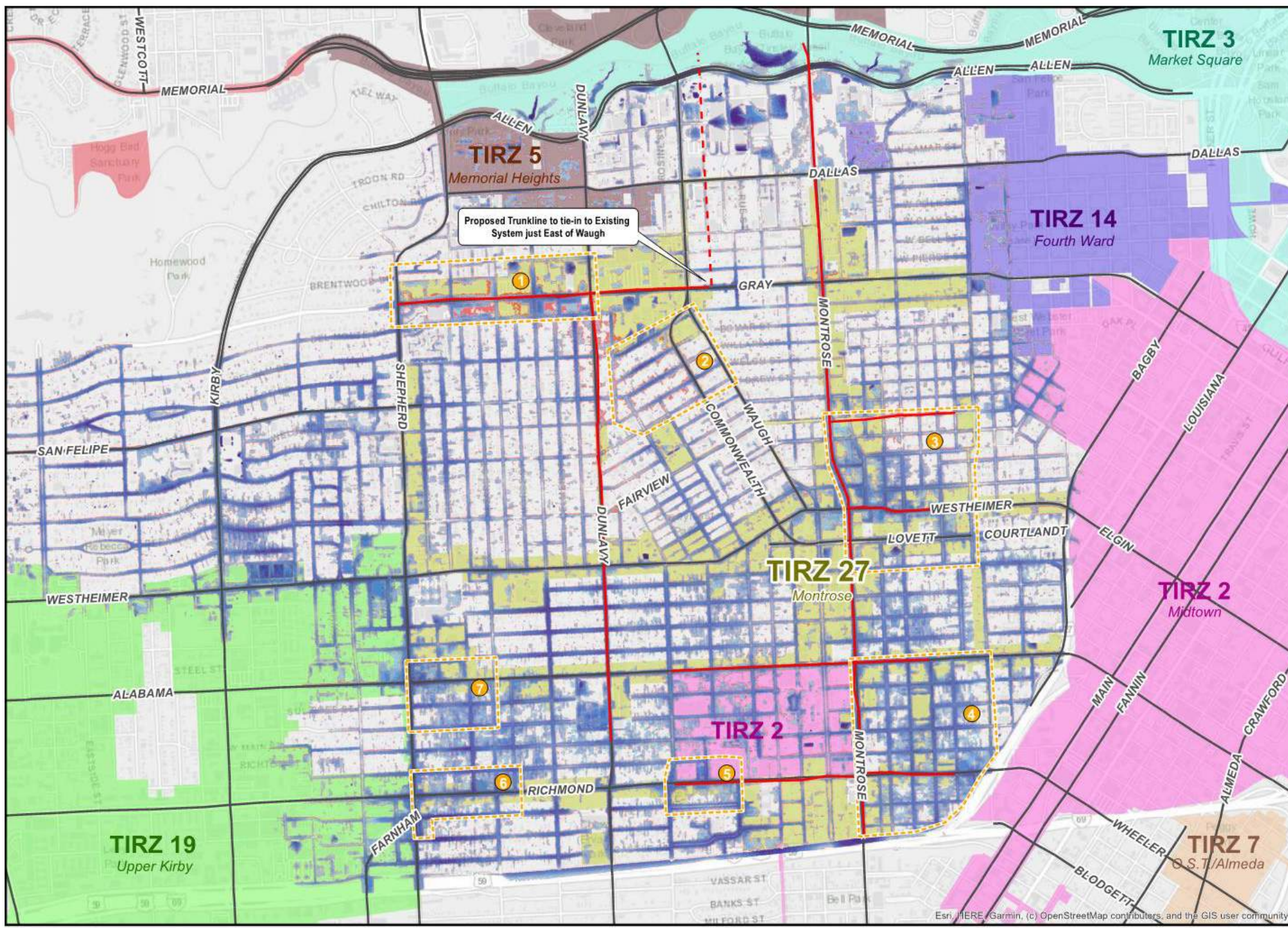
City of Houston
Harris County



**Proposed ALT 3
100-yr Inundation**

Legend

- Major Streets
- - - Existing Storm Drain
- Outfall at Waugh
- Proposed SD Trunkline
- Problem
- Existing 100-yr
- Proposed 100-yr
Depths (ft)**
- 0.25 - 0.50
- 0.51 - 0.75
- 0.76 - 1.00
- 1.01 - 1.50
- 1.51 - 2.00
- 2.01 - 2.50
- 2.51 - 3.00
- 3.01 - 5.00
- < 5.01
- TIRZ Boundaries**
- TIRZ 13
- TIRZ 14
- TIRZ 16
- TIRZ 19
- TIRZ 2
- TIRZ 27
- TIRZ 3
- TIRZ 5
- TIRZ 7



City of Houston
Harris County

Proposed Improvement Options Summary

- **Alternative 1 (Unrestricted) Provides:**
 - **2-Year Criteria**
 - **10-Year Level of Protection**
 - **Close to 100-Year Level of Protection**
- **Alternative 3 (Restricted) Provides:**
 - **2-Year Criteria**
 - **Moderate Improvement for the 10-year**
 - **Limited Improvement for the 100-year**
- **Currently working with the City of Houston and HCFCD on approval of the unrestricted option.**

Gauge

ENGINEERING

THANK YOU



MONTROSE
TAX INCREMENT REINVESTMENT ZONE 27

May 20, 2024



TASK ORDER



May 15th, 2024

Joe Webb, Chairman
Montrose Tax Increment Reinvestment Zone No. 27
c/o ABHR
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Wharton Dual Language Academy Safe Routes to School Improvements Design and Bid Phase Services

Dear Chair Webb,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for developing design plans for sidewalk and traffic signal improvements associated with the HGAC federal funding received from the Wharton Safe Routes to School application. This project will be implemented in four phases: study, design, bid, and construction phases. This proposal is for the first three phases. First, a transportation study will be conducted that will determine the extents and types of pedestrian crossing treatments and how many traffic signals are warranted. The W Gray St and Stanford St intersection is anticipated to receive a signal. However, a second intersection also may warrant a signal. At the conclusion of the study phase, Gauge Engineering will request to be authorized for any number of the optional additional services that may be needed. While the transportation study is underway, the topographic survey may be conducted. At the beginning of the design phase, the drainage analysis and geotechnical engineering may begin as well as the overall design. At the end of the project, the bid phase will be conducted.

The scope includes the following:

- Pedestrian Crossing Treatment Analysis
- Drainage Impact Letter
- Detailed Design (Plans, Specifications, and Estimates)
- Public Meeting (two)
- Bid Phase

The schedule is as follows:

- June – July 2024: Pedestrian Crossing Treatment Analysis and Initial Site Visit to Determine Preliminary Sidewalk Alignments
- August 2024: Community Meeting to Solicit Feedback from Community Members on Initial Findings
- September 2024 Board Meeting: Present Final Sidewalk Alignment Based on Community Feedback
- September – December 2024: Topographic Survey and Quality Level C and D Subsurface Utility Engineering
- January 2025 – September 2025: Design Phase and Drainage Impact Letter
- September 2025: Final Community Meeting
- October 2025: Bid Phase

The summary of fees is as follows:

I.	Design Phase (90%, 100%, Final)	\$ 362,795.00
II.	Permitting and Bid Phase	\$ 6,555.00
III.	Subcontracted Services	\$ 324,346.00
IV.	Optional Additional Services	\$ 59,831.50
V.	Expenses	\$ 4,585.00
	Project Total	\$ 758,112.50

With HGAC federal funding, TIRZ 27 has a federal DBE goal of 7.53%. This percentage is satisfied with RODS Surveying, Inc.

We propose to execute this work for a lump sum amount of **\$758,112.50**. A detailed breakdown of the scope items and fee can be found under Exhibits A to F. We are prepared to begin this work immediately. Please feel free to contact me at (832) 968-9981 if you have any questions.

Sincerely,



David G. Greaney
Project Manager

Accepted for
Montrose Tax Increment Reinvestment Zone No. 27

Signature Date

Attachments:

- Exhibit A – Scope
- Exhibit B – Level-of-Effort
- Exhibit C – Transportation Study and Signal Design
- Exhibit D – Urban Forestry
- Exhibit E – Topographic Survey
- Exhibit F – Geotechnical Engineering

Print

Accepted for
City of Houston:

Signature Date

Print

EXHIBIT A
WARTON DUAL LANGUAGE ACADEMY SAFE ROUTES TO SCHOOL IMPROVEMENTS
DESIGN AND BID PHASE SERVICES
SCOPE OF SERVICES

Gauge Engineering, LLC proposes to design the sidewalks as laid out in the Wharton Safe Routes to School Dual Language Academy Schematic Design. This widening would bring sidewalks closer to trees; each tree will receive individualized tree protection. There will also be a transportation study that recommends pedestrian crossing treatments and up to two permanent traffic signals at W Gray Street and Stanford Street as well as a potential second location (TBD). There also may be some underground utility work at these signalized locations. A topographic survey will also be collected for the extents of the sidewalk improvements. Figure 1 below shows the sidewalk replacement limits as recommended in the schematic design.

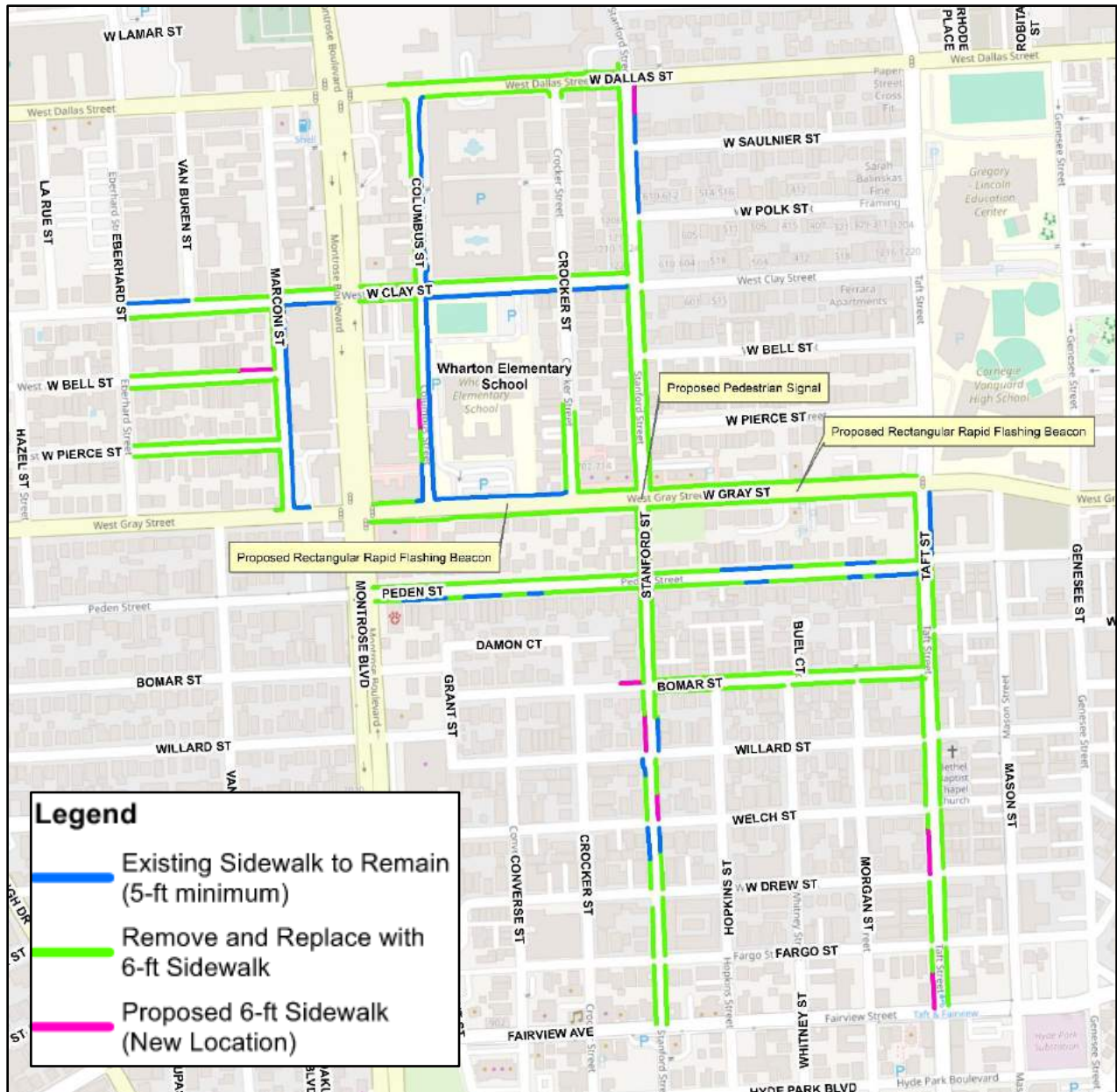


Figure 1 – Sidewalk Exhibit

I. DESIGN PHASE (90%, 100%, FINAL)

A. BASIC SERVICES

1. Site Visits

Site visits are necessary to account for current site conditions. With over 3 miles of roadway, multiple site visits are expected throughout the duration of the design phase.

The area will be reviewed to confirm features shown in the previous topographic survey. Additional survey needs for detailed design will be identified and documented. Photographs and field verification of existing features will be completed during the field visit.

2. Review Record Drawings and Studies

All available record drawings and information on the project area will be collected, reviewed, and used to the maximum degree possible.

3. Review / Coordinate with On-Going Planned Projects in the Area

On-going projects will be identified and coordinated with that will influence the design of these sidewalks, signals, and pedestrian crossing treatments.

4. Review Transportation Study and Plans

Gauge Engineering will review TEI Planning+Design's (TEI) transportation study and design plans. For additional information on TEI's scope and fee, see Exhibit C.

5. Review Tree Protection Plan

Gauge Engineering will review CN Koehl's tree protection plans. For additional information on CN Koehl's scope and fee, see Exhibit D.

6. Review Topographic Survey

Gauge Engineering will review and QA/QC RODS Surveying Inc.'s (RODS) topographic survey and SUE QL C and D efforts. For additional information on RODS' scope and fee, see Exhibit E.

7. Review Geotechnical Report

Gauge Engineering will review Terracon's geotechnical report. For additional information on Terracons' scope and fee, see Exhibit F.

B. GENERAL PLAN SHEETS

General plan sheets include various plans including the following:

1. Title Sheet
2. Index of Sheets
3. General Construction Notes
4. Private Utility Notes
5. Symbols
6. Overall Project Layout
7. Existing Typical Sections
8. Proposed Typical Sections
9. Construction Sign

C. TRAFFIC CONTROL PLANS

Sequence of Construction, Traffic Control Plans (TCP), and Detour Plans will be prepared in accordance with City guidelines. It will show detailed construction sequences and the necessary traffic control phases, complete

with all barricades, signing, striping, delineation, detours, temporary traffic signals and any other devices, to protect the traveling public and provide safety to the construction forces.

D. ROADWAY DESIGN

1. Survey Control Maps

In coordination with the surveyor, survey control maps will be developed and incorporated into the plans.

2. Horizontal Curve Data

The baseline properties will be outlined with the tangent and curve information output from OpenRoads.

3. Demolition Plan

Demolition plans will include the removal of all sidewalks and miscellaneous components as needed.

4. Roadway and Drainage Plans

Detailed roadway and drainage plan sheets depicting existing features and the proposed improvements. Plans will also show pedestrian facilities and shall be designed in accordance with the American with Disabilities Act Accessibility Guidelines (ADAAG) and the Texas Accessibility Standards (TAS). The plans will be submitted to the Texas Department of Licensing and Regulation (TDLR) or representative thereof for review, approval, and inspection.

The plan view shall contain the following design elements:

- Horizontal alignment.
- Indicated pavement edges, lane and pavement widths for all improvements
- Direction of traffic flow arrows.
- Indicate existing and proposed ROW/Easement lines.
- Existing major utilities and structures.
- Any necessary callouts to clarify details.
- Drainage design components, such as existing and proposed storm sewers will be shown.
- Water and sanitary design components will be shown.
- Drawings horizontal scale 1-in. = 40-FT

No profile will be included.

5. Standard Details

Roadway standard details will be added to the set.

E. DRAINAGE DESIGN

Prepare the PS&E package in accordance with the applicable City of Houston requirements, specifications, standards, and manuals. Include the following sheets and documents:

1. Existing Drainage Area Map

The existing drainage area map will show drainage patterns and outfalls for the existing conditions.

2. Proposed Drainage Area Map

The proposed drainage area map will reflect any changes in drainage patterns and outfalls from the existing conditions.

3. Subsurface Utility Design and Analysis (SUDA) Drainage Calculations

This effort includes the analysis of the drainage network with standard Steady State analysis tools such as SUDA. The analysis will be used to properly size the drainage network to meet City standard criteria. This

will be concentrated where there are storm sewer improvements, particularly at W Clay Street and Marconi St.

4. **Standard Details**

Drainage standard details will be added to the set.

5. **Drainage Letter**

A drainage letter will be written to demonstrate that there will be no adverse impact as a result of the sidewalk improvements. This will involve calculating existing and proposed runoff. It will also show the hydraulic calculations at Marconi St and W Clay St. One potential solution to mitigate increases will be to install coarse sand under sod. This letter will be submitted to the City of Houston for review and approval.

F. SIGNING & PAVEMENT MARKING

1. **Signing & Pavement Markings**

Drawings, specifications and details will be prepared for all regulatory signs and pavement markings on combined layout sheets. All plans shall follow City standards. A summary signs list will be provided. The proposed regulatory signs shall be illustrated and numbered on plan sheets. Permanent and temporary pavement markings on plan sheets shall be prepared. The following information will be shown on sign/pavement markings layouts:

- Roadway layout.
- Center line with station numbering.
- ROW/Easement lines.
- Culverts and other structures that present a hazard to traffic.
- Existing signs to remain, to be removed, or to be relocated.
- Proposed regulatory signs (illustrated and numbered).
- Proposed markings (illustrated and quantified) which include pavement markings and delineation.
- Quantities of existing pavement markings to be removed.
- Proposed delineators and object markers.
- The number of lanes in each section of proposed road and the location of changes in the numbers of lanes.
- Direction of traffic flow on all roadways.

2. **Small Sign Summary**

The proposed drainage area map will reflect any changes in drainage patterns and outfalls from the existing conditions.

3. **Signing & Pavement Marking Standard Details**

Standard details will be added to the set.

G. STORMWATER POLLUTION PREVENTION PLANS

The following items will be prepared in accordance with County Standard Details and Standard Specifications.

1. **Storm Water Pollution Prevention Plans**

The plans will show all existing and proposed streets, alignments, applicable notes, proposed storm water conveyance systems, and pollution prevention measures.

2. **Storm Water Pollution Prevention Plan Standard Details.**

Standard details will be added to the set.

H. PRIVATE UTILITIES

A thorough private utility evaluation will be conducted to determine existing utilities that will be in conflict with proposed improvements. Utility companies include, but are not limited to CenterPoint Energy Gas, CenterPoint Energy Electric, AT&T, and cable TV. Conflict matrix will be developed for each milestone.

1. **Utility Engineering Investigation**

Utility engineering investigation includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38-02 [(<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels.

- a. The Utility Engineer must:
 - i. Compile "as-built" information from plans, plats, and other location data as provided by the utility owners.
 - ii. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The Engineer shall examine utility owner's work to ensure accuracy and completeness.
 - iii. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. The Utility Engineer must prepare and deliver to City a color-coded composite utility facility plan with utility owner names, quality levels, line sizes, and subsurface utility locate (test hole) locations. The Utility Engineer and City acknowledge that the line sizes of designated utility facilities detailed on the deliverable will be from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable that states "lines sizes are from best available records". All above-ground utility feature locations must be included in the deliverable to the City.
 - iv. Determine and inform the City of the approximate electronic utility depths at critical locations as determined by the City. The limits of this additional information should be determined prior to the commencement of work. This depth indication is understood by both the Engineer and the City to be approximate only and is not intended to be used preparing the right of way and construction plans.
 - v. Clearly identify all utilities that were discovered from Quality Levels C and D investigation but cannot be depicted in Quality Level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

2. **Utility Coordination**

- a. Utility Adjustment Coordination includes communicating, coordinating, and conducting meetings with any one, combination, or all of the following: individual utility companies, Local Public Agencies (LPAs), City Project Manager, City Utility Staff, City Right of Way, Project Delivery, design engineer, and subconsultant staff. The Engineer's utility coordination duties include, but are not limited to:
 - i. Perform utility coordination and liaison activities with involved utility owners, their consultants, and the City to achieve timely project notifications
 - ii. In conjunction with formal coordination meetings, the Utility Coordinator must create meeting minutes, create, and update the utility conflict matrix, create action item log, perform document control, and assist with conflict analysis and resolution.
- b. Provide a monthly summary, with weekly updates, of work completed and in process with adequate detail to verify compliance with agreed work schedule.

3. **Utility Adjustment Deliverables**

- a. The Utility Coordinator must provide the City and all affected utility companies and owners with a contact list, Utility Conflict Matrix (UCM) with information such as:
 - i. Owner's name;
 - ii. Contact person;
 - iii. Telephone numbers;
 - iv. Emergency contact number;
 - v. E-mail addresses; and
 - vi. pertinent information concerning their respective affected utilities and facilities, including but not limited to: size, number of poles, material, and other information that readily identifies the utilities companies' facilities.
- b. The Utility Coordinator is responsible for updating the UCM and utility conflict layout throughout the project and at each milestone. The utility Coordinator will provide agendas to the City of Houston for utility meetings.

The Utility Coordinator must advise utility companies and owners of the general characteristics of the Project and provide an illustration of the project footprint for mark-up of the utility facility locations that occupy the project area by distributing the Subsurface Utility Engineering (SUE) plan sheets or project layout sheets.

I. PROJECT MANAGEMENT / SPECS / AGENCIES & TEAM COORDINATION / QUANTITIES / MISC

1. Overall Project Management/Team Coordination/ Project Controls

During each phase of the project, the Project Manager (PM) will oversee all work and will be responsible for directing and coordinating activities and assigned personnel. The PM will manage the project scope, schedule, budget, and quality to ensure that the project progresses as agreed. The PM will submit monthly invoices, status reports, and schedules. The PM will conduct regular coordination meetings as needed with the City, private utilities, and others.

2. Project Coordination / Approvals with City

Regular coordination and monthly meetings with the TIRZ 27/City will be held to review the progress of the engineering effort, or to address other issues which may arise. The PM will prepare and document meeting record memorandum of decisions and action items.

The design team will obtain required signatures or approvals from other governmental agencies, public utilities, and private utilities, which may impact the Project prior to final approval by City. Governmental agencies include but are not limited to TxDOT. Utility signatures include, but are not limited to CenterPoint Energy Gas, CenterPoint Energy Electric, AT&T, and cable TV.

3. DCR Intake Form

The DCR Intake Form will be prepared and submitted to the City of Houston. A Design Concept Report is not anticipated.

4. Preliminary Sidewalk Alignments Exhibits and Board Meeting Presentation

After initial site visits, exhibits and/or a presentation will be developed, which will be presented at a TIRZ 27 Board Meeting.

5. Community Meetings (Two)

Gauge will prepare for and hold two Public Meetings, which will include a presentation and board materials. The first one will be to solicit feedback from community members based on the initial findings. The second one will be to present the final design to the community prior to advertising for bids.

6. Project Manual & Specifications

Design team will furnish the project manual containing the necessary front-end documents and specifications. Each Standard Specification will be reviewed and supplemented as necessary to suit Project-specific requirements and to meet the design intent of the Project and if needed will prepare additional non-standard specifications necessary for bidding and construction of the project.

7. Quantities (90%, 100%, and Final)

The design team will develop and report quantities for the different deliverables.

8. Opinion of Probable Construction Costs

The design team will submit Opinion of Probable Construction Costs for the different deliverables.

9. Quality Assurance / Quality Control:

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences. Effort for QA/QC is reflected for each section in the LOE.

II. PERMITTING AND BID PHASE

A. PERMITTING AND BID

1. Prepare Advertisement For Bid Document

Gauge will prepare the legal notice advertising the project bidding and have an advertisement placed in the Houston Business Journal and CivCast.

2. Conduct Pre-bid Conference Meeting

Gauge will schedule and conduct a pre-bid conference meeting to provide bidders with project overview and answer questions regarding the project.

3. Prepare Necessary Addenda to Address Issues or Clarifications

Gauge will prepare any necessary addenda to the bidding documents to address issues or make clarifications.

4. Conduct Bid Opening Meeting & Tabulation of Bids

Gauge will conduct the bid opening and prepare bid tabulation sheets comparing all bids received.

5. Evaluate the Bid Proposals & Make Award Recommendation

Gauge will evaluate the bids received for accuracy and any bid irregularities. An award recommendation will be made to TIRZ 27 based on the evaluation of bids. Engineer's Recommendation of Award Letter will include the following:

- Check for math errors and reconcile any mathematical discrepancies
- Review for unbalanced bid items
- Certified Bid Tabulation including adding Engineer's estimate to Bid Tab
- Review of contractor's financial standing and references provided and past performance on projects
- Explanation of discrepancies between the Engineer's estimate and bids
- Recommendation to award

6. Assist in the Preparation of Contract between TIRZ 27 & Successful Bidder

Gauge will work with ABHR in final contract preparation including obtaining necessary forms and signatures from the successful low bidder, printing and compiling the final contract documents, and delivery of signed contracts to ABHR and the contractor. Team will also prepare a Notice to Proceed for the contractor to begin the Construction Phase of the project.

III. SUBCONTRACTED ENGINEERING SERVICES

1. **Exhibit C – Transportation Study and Signal Design**
TEI Planning+Design will provide transportation planning and engineering services that will consist of a traffic study and full PS&E documents to support improvements within the study area surrounding the Wharton Dual Language School. TEI will also support Gauge Engineering with Public Engagement. See Exhibit C for additional information.
2. **Exhibit D – Urban Forestry**
CN Koehl Urban Forestry, Inc. will provide tree protection plans to Gauge Engineering. See Exhibit D for additional information.
3. **Exhibit E – Topographic Survey**
Rods Surveying Inc. will provide topographic survey and SUE QL-D and C (as needed). See Exhibit E for additional information.
4. **Exhibit F – Geotechnical Engineering**
Terracon will provide geotechnical engineering services to support the traffic signal design and any trench stability needed for utility relocations. See Exhibit F for additional information.

IV. OPTIONAL ADDITIONAL SERVICES

1. **Exhibit C – RRFB Enhanced Crossing Design**
TEI Planning+Design will provide a design for an RRFB enhanced crossing if the transportation study recommends it. See Exhibit C for additional information.
2. **Exhibit C – Permanent Signal Design**
TEI Planning+Design will provide a design for a permanent signal at a second location as determined in the transportation study if the transportation study recommends it. See Exhibit C for additional information.
3. **Exhibit F – Geotechnical Engineering**
Terracon will provide additional geotechnical engineering services to support the traffic signal design at the second location and any trench stability needed for utility relocations. See Exhibit F for additional information.
4. **Water and Sanitary Improvements**
Gauge Engineering will provide water and sanitary improvements design if any relocations are needed as a result of conflicts with a signal pole foundation.
5. **Utility Engineering**
Gauge Engineering will provide additional utility engineering to support the signal at the second location, if necessary.

V. EXPENSES

1. **Printing and Reproduction / Miscellaneous**
Expenses included printing, any deliveries, reproduction, and any other miscellaneous items.
2. **Mileage**
Expenses include mileage at the current rate.
3. **Civcast & Houston Business Journal Advertisement (2 weeks)**

Expenses include advertising on Civcast and in Houston Business Journal for 2 weeks.

4. TDLR Project Registration, Plan Review Fee, etc.

Expenses include project registration, plan review any other TDLR / Texas Accessibility Check items. This does not include the inspection fee that would occur at the end of construction.

EXHIBIT B
MONTROSE REDEVELOPMENT AUTHORITY / TIRZ 27
WARTON SAFE ROUTES TO SCHOOL - DESIGN PHASE
LEVEL OF EFFORT



I. DESIGN PHASE (90%, 100%, Final)

DESCRIPTION OF WORK TASKS	PRINCIPAL	PROJECT MANAGER	PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A. BASIC SERVICES								
1 Site Visits		8	24	24			56	\$8,520.00
2 Review Record Drawings and Studies		1	4	8			13	\$1,900.00
3 Review / Coordinate with On-Going Planned Projects in the Area		2		4			6	\$900.00
4 Review Transportation Study and Plans		2	4				6	\$1,000.00
5 Review Tree Protection Plan		2	4				6	\$1,000.00
6 Review Topographic Survey		2	24	24			50	\$7,440.00
7 Review Geotechnical Report		2	4				6	\$1,000.00
Total	0	19	64	60	0	0	143	\$21,760.00
B. GENERAL PLAN SHEETS								
1 Title Sheet 1 (Sheet)		1	2	4	2		9	\$1,310.00
2 Index of Sheets (1 Sheet)		1	2	4	2		9	\$1,310.00
3 General Construction Notes (2 Sheets)		1	4	8	4		17	\$2,440.00
4 Private Utility Notes (1 Sheet)		1	2	4	2		9	\$1,310.00
5 Symbols (1 Sheet)		1	2	4	2		9	\$1,310.00
6 Overall Project Layout Sheet (2 Sheets; 1" = 200')		1	2	8	4		15	\$2,120.00
7 Existing Typical Sections (6 Sheets) - Update to Schematic Level Sheets	1	4	12	24	8		49	\$7,210.00
8 Proposed Typical Sections (6 Sheets) - Update to Schematic Level Sheets	1	4	12	32	8		57	\$8,290.00
9 Construction Sign (1 Sheet)		1	2	4	4		11	\$1,580.00
Total	2	15	40	92	36	0	185	\$26,880.00
C. TRAFFIC CONTROL PLANS								
1 Sequence of Construction and Narrative (1 Sheet)		2	4	6	3		15	\$2,215.00
2 Traffic Control Plans (3 Sheets)		6	12	24	18		60	\$8,670.00
3 Traffic Control Detour Plans (2 Sheets)		4	8	16	12		40	\$5,780.00
4 TCP Standard Details		1	2	4	2		9	\$1,310.00
Total	0	13	26	50	35	0	124	\$17,975.00
D. ROADWAY DESIGN								
1 Survey Control Maps		2		6			8	\$1,170.00
2 Horizontal Curve Data (2 Sheets)		2	4	8			14	\$2,080.00
3 Demolition Plans (24 Sheets)		12	40	160	120		332	\$46,360.00
4 Roadway and Drainage Plans (24 Sheets)	4	20	110	240	200		574	\$81,600.00
5 Standard Details		1	2	4	12		19	\$2,660.00
Total	4	37	156	418	332	0	947	\$133,870.00
E. DRAINAGE DESIGN								
1 Existing Drainage Area Map (2 Sheets; 1" = 200')		2	8	24	8		42	\$5,960.00
2 Proposed Drainage Area Map (2 Sheets; 1" = 200')		2	8	24	8		42	\$5,960.00
3 Subsurface Utility Design and Analysis Drainage Calculations		4	12	28			44	\$6,420.00
4 Drainage Calculations (1 Sheet)		2	4	8			14	\$2,080.00
5 Drainage Letter	1	2	8	24			35	\$5,130.00
Total	1	12	40	108	16	0	177	\$25,550.00
F. SIGNING & PAVEMENT MARKING								
1 Signing & Pavement Markings (13 Sheets)		4	20	80	72		176	\$24,440.00
2 Small Sign Summary (1 Sheet)		1	4	6	2		13	\$1,900.00
3 Signing & Pavement Marking Standard Details		1	2	4	6		13	\$1,850.00
Total	0	6	26	90	80	0	202	\$28,190.00
G. STORMWATER POLLUTION PREVENTION PLANS								
1 Storm Water Pollution Prevention Plan (24 Sheets)		4	32	80	80		196	\$27,440.00
2 Storm Water Pollution Prevention Plan Standard Details		1	2	4	2		9	\$1,310.00
Total	0	5	34	84	82	0	205	\$28,750.00
H. PRIVATE UTILITIES								
1 Utility Engineering Investigation		2	12	32			46	\$6,600.00
2 Utility Coordination		4	12	20			36	\$5,340.00
3 Utility Adjustment Deliverables		4	12	16			32	\$4,800.00
Total	0	10	36	68	0	0	114	\$16,740.00
I. PROJECT MANAGEMENT/SPECS/AGENCIES & TEAM COORDINATION/QUANTITIES/MISC								
1 Overall Project Management/Team Coordination/ Project Controls	2	24	16			6	48	\$7,950.00
2 Project Coordination/Approvals with City		16	16				32	\$5,440.00
3 DCR Intake Form		1	2	8			11	\$1,580.00
4 Community Meetings (Two)	2	8	12	48	40		110	\$15,740.00
5 Board Meeting Presentation	1	3	4	16	12		36	\$5,210.00
6 Project Manual & Specifications		4	16	24			44	\$6,520.00
7 Quantities (90%, 100%, and Final)		4	16	24	12		56	\$8,140.00
8 Opinion of Probable Construction Costs		2	8	4			14	\$2,180.00
9 Quality Assurance/Quality Control		24	24		16		64	\$10,320.00
Total	5	86	114	124	80	6	415	\$63,080.00
TOTAL HOURS	12	203	536	1094	661	6	2512	
Contract Labor Rate	\$250.00	\$180.00	\$160.00	\$135.00	\$135.00	\$95.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$3,000.00	\$36,540.00	\$85,760.00	\$147,690.00	\$89,235.00	\$570.00		\$362,795.00

II. PERMITTING AND BID PHASE

DESCRIPTION OF WORK TASKS	PRINCIPAL	PROJECT MANAGER	PROF ENGINEER	GRAD ENGINEER	SR. DESIGN TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A. PERMITTING AND BID								
1 Prepare Advertisement For Bid Document		0.5	1	3			4.5	\$655.00
2 Conduct Pre-bid Conference Meeting		1	2	4			7	\$1,040.00
3 Prepare Necessary Addenda To Address Issues or Clarifications		1	4	8			13	\$1,900.00
4 Conduct Bid Opening Meeting & Tabulation of Bids		1	2	6			9	\$1,310.00
5 Evaluate the Bid Proposals & Make Award Recommendation		1	1	2			4	\$610.00
6 Assist in the preparation of Contract between TIRZ 27 & Successful Bidder		1	2	4			7	\$1,040.00
Total	0	5.5	12	27	0	0	44.5	\$6,555.00
TOTAL HOURS	0	5.5	12	27	0	0	44.5	
Contract Labor Rate	\$250.00	\$180.00	\$160.00	\$135.00	\$135.00	\$95.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$0.00	\$990.00	\$1,920.00	\$3,645.00	\$0.00	\$0.00		\$6,555.00

III. SUBCONTRACTED ENGINEERING SERVICES

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
1 Exhibit C - Transportation Study and Signal Design (TEI Planning+Design)	\$83,900.00	10%	\$92,290.00
2 Exhibit D - Urban Forestry (CN Koehl)	\$17,980.00	10%	\$19,778.00
3 Exhibit E - Topographic Survey (RODS Surveying, Inc.)	\$173,980.00	10%	\$191,378.00
4 Exhibit F - Geotechnical Engineering (Terracon)	\$19,000.00	10%	\$20,900.00
TOTAL SUBCONTRACTED ENGINEERING SERVICES			\$324,346.00

IV. OPTIONAL ADDITIONAL SERVICES

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
1 Exhibit C - RRFB Enhanced Crossing Design (TEI Planning+Design)	\$6,040.00	10%	\$6,644.00
2 Exhibit C - Permanent Signal Design (TEI Planning+Design)	\$28,700.00	10%	\$31,570.00
3 Exhibit F - Geotechnical Engineering (Terracon)	\$6,925.00	10%	\$7,617.50
4 Water and Sanitary Improvements (Gauge Engineering)	\$10,000.00	N/A	\$10,000.00
5 Utility Engineering (Gauge Engineering)	\$4,000.00	N/A	\$4,000.00
TOTAL OPTIONAL ADDITIONAL SERVICES			\$59,831.50

V. EXPENSES

EXPENSES	QUANTITY	UNIT	COST	TOTAL
1 Printing and Reproduction / Miscellaneous	1	LS	\$1,000.00	\$1,000.00
2 Mileage	500	MILE	\$0.67	\$335.00
3 Civcast & Houston Business Journal Advertisement (2 weeks)	1	LS	\$2,500.00	\$2,500.00
4 TDLR Project Registration, Plan Review, etc.	1	LS	\$750.00	\$750.00
TOTAL REIMBURSABLE EXPENSES				\$4,585.00

GRAND TOTAL	
I. DESIGN PHASE (90%, 100%, Final)	\$362,795.00
II. PERMITTING AND BID PHASE	\$6,555.00
III. SUBCONTRACTED ENGINEERING SERVICES	\$324,346.00
IV. OPTIONAL ADDITIONAL SERVICES	\$59,831.50
V. EXPENSES	\$4,585.00

PROJECT TOTAL	\$758,112.50
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\$1,187,299.00

Per January 2023 Estimate

EXHIBIT C



712 Main Street, Suite 950
Houston, TX 77002
(713) 270-8145
www.teiconnects.com
TX Registration F-003158

May 6, 2024

David Greaney
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

RE: Proposal for Wharton Dual Language School Safe Routes to School Transportation Study and Design

Dear Mr. Greaney:

TEI Planning + Design (TEI) is pleased to provide this proposal for transportation planning and engineering services to support Gauge Engineering in the Wharton Dual Language School Safe Routes to School Project. This project will consist of a traffic study and full PS&E documents to support improvements within the study area surrounding the Wharton Dual Language School in the Montrose neighborhood of Houston. The study area encompasses streets between W Dallas St to the north, Taft St to the east, Fairview Ave to the south, and Eberhard St to the west, with a primary focus on those that provide more direct connections to Wharton. This study does not consider improvements to the Montrose Blvd corridor.

Task 0: Project Management and Coordination

TEI will support Gauge in the successful completion of this project. TEI will assign an internal Project Manager (PM) to oversee all work and will be responsible for directing and coordinating activities and assigning personnel. The PM will manage the project scope, schedule, budget, and quality to ensure that the project progresses as agreed. The PM will attend project team status meetings as required by Gauge. TEI will attend coordination meetings with other project stakeholders including, but not limited to, TIRZ 27, City of Houston, Wharton School representatives and METRO, as needed.

TEI will help Gauge in the preparation of meeting materials including figures and presentation slides.

Task 1: Data Collected

Traffic volumes will be collected to support intersection and crossing treatment recommendations including but not limited to All-Way Stops, RRFBs, Pedestrian Signals

- Turning Movement Counts (TMCs) – weekday 14-hour (6:00 AM – 8:00 PM)
 - Columbus St at W Dallas St, W Clay St, W Gray St
 - Crocker St at W Dallas, W Clay St, W Gray St,
 - Stanford St at W Dallas St, W Clay St, W Gray St, Peden St, Bomar St
- Average Daily Traffic Counts (ADTs) – 4 locations along the streets adjacent to the school campus inclusive of vehicle volumes and speed data

Task 2: Transportation Study

TEI will prepare a transportation study to support the Wharton Dual Language Safe Routes to School project and provide recommendations on improvements to the transportation network to support safe, multimodal access to the Wharton Dual Language School. The study includes sidewalks and intersections within the project boundary outlined above. The transportation study will include the following:

- **Crash Analysis** from the previous five years available will be collected from the TxDOT CRIS database and used to identify hotspots within the project boundary to identify countermeasures. TEI will also identify any segments or intersections within the project boundary that are part of the City of Houston’s Vision Zero High Injury Network.
- **Previous Study and Plan Review** will be conducted to understand historical data available and previously recommended improvements in the area and will include but not limited to:
 - **Walk + Bike Montrose** sidewalk inventory condition and recommendations
 - **W Gray St Pedestrian Crossing Analysis** to review and update recommendations
 - **Safe Routes to School Schematic Design**
- **Pedestrian Crossing Treatment Analysis** – TEI will use the above data to analyze study area intersection (8 locations aligned with the TMC locations) based on the City of Houston Infrastructure Design Manual (IDM) pedestrian crossing analysis. Recommendations for intersection crossing treatments will be presented based on the results of the analysis.

TEI will document the Transportation Study results and recommendations, including enhanced crossing locations, new sidewalk and ramp locations, and any intersection control changes, in a memorandum to be submitted to the City of Houston for review and approval. The approved recommendations will be used for the project design phase.

Task 3: PS&E

Subtask 3.1: Multimodal Design Review

TEI will support Gauge in the design of the multimodal infrastructure for the Wharton Safe Routes to School project. TEI will review all plans and details to make sure they align with the design features outlined in the Transportation Study (Task 2) as well as all standards recommended or required by the reviewing agencies, City of Houston, METRO, etc.

Subtask 3.2: Pedestrian Signal Design

TEI will prepare full PS&E design documents for installation of **one** ^{protected pedestrian signal} pedestrian signal hardware assembly for the Wharton Safe Routes to School design. While the Transportation Study, outlined in Task 2, will provide a final recommendation for the location of the assembly, based on previous discussions and studies in the area, it is anticipated that a pedestrian signal (TOUCAN, HAWK, or pedestrian signal) will be located at W. Gray St and Stanford St.

The permanent ^{protected pedestrian signal} signal design will be prepared to the design specifications of the City of Houston. Should an additional pedestrian signal be recommended based on the Transportation Study, an additional services proposal will be provided. ^{are any RRFB's included?}

Task 4: Public Engagement

TEI anticipates the need for two public meetings, one associated with the transportation study and recommendations and one associated with the design of the Wharton Safe Routes to School project. This task covers all necessary time and effort associated with those public meetings including preparation of meeting materials (presentation, boards, etc.), meeting preparation and the public meeting. This task is separate from meeting with agencies and stakeholders, such as COH, TIRZ 27 board, and Wharton School representatives. Should additional public meetings be required, an additional services proposal will be provided.

Task 5: Rectangular Rapid Flashing Beacon Enhanced Crossing Design (Optional)

Based on the Transportation Study (Task 2) and previous discussions of area improvements TEI anticipates the recommendation of Rectangular Rapid Flashing Beacons (RRFB) as a safe crossing treatment. If the study recommends this treatment, Task 4 can be utilized to support the design of the RRFBs.

how many?

TEI will prepare full PS&E design documents for the installation of **two** complete Rectangular Rapid Flashing Beacon (RRFB) hardware assembly for the Wharton Safe Routes to School design. The Transportation Study will recommend the preferred location.

The permanent RRFB design will be prepared to the design specifications of the City of Houston.

Should additional RRFB assemblies be recommended based on the Transportation Study, an additional services proposal will be provided.

Task 6: Permanent Traffic Signal Design (Optional)

TEI could foresee the Transportation Study recommending a full ^{← protected pedestrian signal} traffic signal at one of the intersections highlighted in the data collection section. Task 5 can be utilized to support the design of the traffic signal at this location or another location identified through the study, if any.

TEI will prepare full PS&E design documents for installation of **one** permanent traffic signal hardware assembly for the Wharton Safe Routes to School design.

The permanent signal design will be prepared to the design specifications of the City of Houston.

Should an additional traffic signal be recommended based on the Transportation Study, an additional services proposal will be provided.

Project Assumptions

1. Gauge will provide all base files including topo, roadway alignment, traffic control plan, border file, basis of estimate files, etc. TEI will need final base files for each submission four weeks prior to the scheduled submittal date in order to prepare PS&E documents to the latest design.
2. The design will be prepared to Houston Public Works design standards, as applicable.
3. TEI will coordinate with CenterPoint Energy to obtain electrical service data statements and service outlet location(s) for each permanent signal location included in the scope. The standard Power Service Outlet and Data Statement will be submitted along with the 90% set for review and approval.
4. The submittals shall be at the 90%, 100% and Final complete levels within electronic PDF files. The final submittal will be final deliverable plan sheets and associated documents (specifications, estimates, etc.) and prepared in PDF electronic file format.
5. If the project is awarded TIP funding, the design will need to be updated to align with TxDOT standards. These design updates are not covered under this current proposal. A new proposal would be submitted for these services.

SCHEDULE AND FEE

A detailed breakdown of proposed fixed-fee for the Wharton Dual Language Safe Routes to School Transportation Study and Design Project is included in Attachment A. The table below summarizes the proposed fee and schedule for each task. This schedule does not include review time by Client and City. Invoices will be sent monthly based on the estimated percent complete for each task.

Task	Minimum Schedule	Fee
Task 0: Project Management and Coordination	Throughout Project	\$11,310.00
Task 1: Data Collection		\$5,030.00
Traffic Counts (Direct Cost)		\$8,400.00
Task 2: Transportation Study	6 weeks	\$24,160.00
Task 3: PS&E	Per Gauge design schedule	\$28,540.00
Task 4: Public Engagement	As Required	\$6,460.00
Subtotal Costs		\$83,900.00
Task 5: RRFB Enhanced Crossing Design (Optional)		\$6,040.00
Task 6: Permanent Signal Design (Optional)		\$28,700.00
Subtotal Optional Costs		\$34,740.00
Total Costs		\$118,640.00

This proposal is valid for 45-days from the date of this letter. If you have any questions, or need additional information, please e-mail me at sarah.wetmore@teiconnects.com or call me at (832) 543-1851.

Sincerely,



Sarah Wetmore, PE
Principal

May 3, 2024



**ATTACHMENT A
FEE SPREADSHEET**
SUMMARY OF HOURS BY CLASSIFICATION
FOR SCOPED TASKS

**Wharton Dual Language Safe Routes to School Transportation Study and Design
Gague Engineering**

DESCRIPTION OF WORK TASK	SENIOR PRINCIPAL	PRINCIPAL	PRINCIPAL ASSOCIATE II	PRINCIPAL ASSOCIATE I	ASSOCIATE III	ASSOCIATE II	ASSOCIATE I	TOTAL HOURS PER TASK	TASK FEE
Hourly Billing Rate	\$275.00	\$220.00	\$190.00	\$170.00	\$155.00	\$140.00	\$125.00		
Task 0: Project Management and Coordination									
Internal Project Management	2.0	8.0		8.0		8.0		26.0	\$4,790.00
Invoice Preparation and Coordination	4.0	2.0						6.0	\$1,540.00
Meetings and Coordination with Client and Stakeholders	4.0	12.0		4.0		4.0		24.0	\$4,980.00
Task 0 Subtotal	10.0	22.0	0.0	12.0	0.0	12.0	0.0	56.0	\$11,310.00
Task 1: Data Collection (also see Direct Costs below)									
Review of Data Collection		1.0		2.0		4.0		7.0	\$1,120.00
Field Visits	2.0	4.0		8.0		8.0		22.0	\$3,910.00
Task 1 Subtotal	2.0	5.0	0.0	10.0	0.0	12.0	0.0	29.0	\$5,030.00
Task 2: Transportation Study									
Crash Analysis		2.0		4.0		4.0	8.0	18.0	\$2,680.00
Previous Study and Plan Review		4.0		8.0		8.0		20.0	\$3,360.00
Pedestrian Crossing Treatment Analysis		8.0		8.0		12.0	16.0	44.0	\$6,800.00
Transportation Study Memo	4.0	10.0		16.0		20.0	20.0	70.0	\$11,320.00
Task 2 Subtotals	4.0	24.0	0.0	36.0	0.0	44.0	44.0	152.0	\$24,160.00
Task 3: PS&E									
Task 2.1 Multimodal Design Review	4.0	8.0		4.0		4.0		20.0	\$4,100.00
Task 2.2 Pedestrian Signal Design	12.0	12.0		30.0		60.0	40.0	154.0	\$24,440.00
Task 3 Subtotals	16.0	20.0	0.0	34.0	0.0	64.0	40.0	174.0	\$28,540.00
Task 4: Public Engagement									
Transportation Study Public Meeting	2.0	4.0		4.0		8.0		18.0	\$3,230.00
Design Public Meeting	2.0	4.0		4.0		8.0		18.0	\$3,230.00
Task 4 Subtotals	4.0	8.0	0.0	8.0	0.0	16.0	0.0	36.0	\$6,460.00
Optional Tasks									
Task 5: RRFB Enhanced Crossing Design	4.0	2.0		10.0		20.0		36.0	\$6,040.00
Task 6: Permanent Traffic Signal Design	12.0	10.0		30.0		40.0	100.0	192.0	\$28,700.00
Optional Task Subtotals	16.0	12.0	0.0	40.0	0.0	60.0	100.0	228.0	\$34,740.00
TOTAL PROJECT HOURS	52.0	91.0	0.0	140.0	0.0	208.0	184.0	675.0	\$110,240.00
PERCENT OF TOTAL HOURS	7.70%	13.48%	0.00%	20.74%	0.00%	30.81%	27.26%	100.00%	
DIRECT EXPENSES				COST	TOTAL LABOR COST				\$110,240.00
11 TMCs (14-hours)				\$6,600.00					
4 ADTs (24-hours)				\$1,800.00					
DIRECT EXPENSES TOTAL				\$8,400.00	DIRECT EXPENSES				\$8,400.00
					REQUESTED CONTRACT AMOUNT				\$118,640.00



April 24, 2024

Mr. David G. Greaney, P.E., CFM
Project Manager
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, Texas 77079

Re: Proposal for Urban Forestry Consulting Services on the Montrose TIRZ 27
Wharton Dual Language Academy Safe Route to School Sidewalk Project
(Approximately 16,700 l.f.).

Dear Mr. Greaney,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide Urban Forestry Consulting services for design phase of the Wharton Dual Language Academy Safe Route to School Sidewalk Project. Approximately 16,700 l.f. of project right of way will be evaluated for proposed sidewalk construction. Based on your request for proposal, and our most recent experience on past projects working with consulting civil engineers, and the City of Houston’s July 2022 changes to the Street Tree Ordinance (number of protected species increased from 47 to 102 – and interpretation of Corridor Tree changed to include trees in easements), we propose to provide the following Urban Forestry services:

Phase II – Services for Project Design
Field Evaluation/Site Visit

We will walk each side of every street on which sidewalk construction is proposed and evaluate the species, size, condition, and preservation feasibility of each tree. We will confirm the location of each individual tree on the aerial images included in plan drawings. Proposed construction activity adjacent to each tree will be evaluated to determine impacts on long-term tree survival and compliance with City of Houston Street Tree Ordinance. The field evaluation will be scheduled in conjunction with the 90% submittal Tree Protection Plan development. The data collected will be used in development of the 90%, 100%, and final Tree Protection Plans.

Fee for Field Evaluation/Site Visit
Urban Forester-

18.0 hours @ \$140.00/hour.....	\$2,520.00
Field Tech accompany for safety	
18.0 hours @ \$95.00/hour.....	\$1,710.00

EXHIBIT D

Tree Protection Plan for 90% Submittal

The plan drawings, provided by the engineer, will be reviewed prior to the 90 percent submittal, to determine treatment for each tree. Each tree will be numbered on the drawings. A tree treatment schedule will list each tree by number, species, diameter, condition, anticipated treatment, and mitigation required by ordinance for trees to be removed. Each tree (public and private) adjacent to construction activity will be evaluated to ensure that construction activity will not destroy too much of the structural root system. Destroying too much of the structural root system leaves the tree unstable. Should we find any conflicts with proposed construction we will make recommendations for minor design changes or for removal of the tree. Recommendations for minor design changes, such as shifting sidewalk, a wheelchair ramp, landing, or adding checkerplate, will be redlined on plan drawings copied to our Tree Submittal Form with a brief description of recommended changes and emailed to your office. Design change recommendations can then be reviewed by engineer and client to determine feasibility.

Minor design changes may reduce the number of trees needing to be removed and reduce the cost of replacement plantings required by ordinance. The design review and comment process is typically the most value added aspect of our services, because the changes will preserve trees rather than requiring removal and replacement to comply with Street Tree Ordinance. If our recommendations preserve one 24” diameter ordinance tree the cost savings to the project, in removal and replacement costs, is approximately \$13,000.00.

After we receive your comments on our design change recommendations we will develop an Autocad drawn tree protection plan which will identify the mitigative and protective treatments needed to ensure long term tree survival and compliance with the City’s Street Tree Ordinance. Plan drawings, provided by the engineer, will be used to indicate each tree by number, and exact location of preservation treatments (protection fencing, root pruning trench, checkerplate locations, etc.). The plan will also include the location, species, and size of replacement tree plantings required to comply with the Street Tree Ordinance. Details for tree treatments will be included in the tree protection plan. Quantity totals and cost estimates for each tree treatment will be provided. The tree protection plan and quantity totals and cost estimates will be emailed to you so that your staff may use the quantity estimates as needed and plot the tree protection plan as it is needed. The tree protection plan will include our logo with a signature line, which we provide a signed PDF file at the mylar stage. The tree protection plan and quantity/cost estimate can be included in your 90% submittal so that the City’s Urban Forestry staff can review our plan and provide comments prior to the final submittal. We will need 10-12 business days to schedule and complete the field evaluation and preliminary tree protection plan.

Fee for 90% Tree Protection Plan

32.0 hours @ \$140.00/hour..... \$4,480.00

Arboriculturally Significant Trees

Per City of Houston Urban Forestry requirement, Arboriculturally Significant Trees will be identified in the Tree Protection Plan. A separate table will be included on

EXHIBIT D

Mr. David Greaney, P.E.
Wharton SRTS Urban Forestry Proposal
Page 3 of 5

Tree Protection Plan Detail sheet that list each Arboriculturally Significant Tree by Tree Number, Location, and Tree Description.

Fee for Arboriculturally Significant Tree List
3.0 hours @ \$140.00/hour..... \$420.00

Construction Feasibility Site Walkthrough

Per requirements of past several sidewalk and bike trail projects, we will attend a site construction feasibility walkthrough with City of Houston Forestry, Gauge, and City of Houston PWE design & construction to review proposed design construction impacts on adjacent trees and review all Ordinance trees scheduled to be removed.

Arboriculturally Significant trees identified in Tree Protection Plans will also need to be confirmed by City of Houston Forestry in Walkthrough.

Fee for Construction Feasibility Site Walkthrough
6.0 hours @ \$140.00/hour..... \$840.00

Tree Protection Plan for 100% submittal

We will review the construction design between the 90% and 100% submittal, following comments from the City on recommendations made in the 90% submittal, to ensure that any design changes that may have been made are incorporated into the tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for submittal. Quantity/Cost estimates will be updated and forwarded to engineer. We will email a signed PDF file of the Tree Protection Plans prior to final submittal. We will need 5-7 business days to schedule and complete the final Tree Protection Plan.

Fee for 100% Tree Protection Plan
8.0 hours @ \$140.00/hour.....\$1,120.00

Tree Protection Plan for Final submittal

We will review the construction design between the 100% and final submittal, following comments from the City on recommendations made in the 100% submittal, to ensure that any design changes that may have been made are incorporated into the tree protection plan. Changes necessary to the tree protection plan will be completed in the DWG drawings and resubmitted to engineer for submittal. Quantity/Cost estimates will be updated and forwarded to engineer. We will email a signed PDF file of the Tree Protection Plans prior to final submittal. We will need 5-7 business days to schedule and complete the final Tree Protection Plan.

Fee for Final Tree Protection Plan
7.0 hours @ \$140.00/hour.....\$980.00

EXHIBIT D

Drafting AutoCAD (DWG) files of Tree Preservation Plan

We do have AutoCAD capabilities and will provide a CAD drawn document. We will need the electronic files of proposed construction in DWG format (saved down from Civil 3D). We will use the project title block and insert plan drawings at a 1:40 scale, double banked on each sheet, similar to most traffic control plans. Tree treatment schedule will be included on each sheet which will call out treatments for each specific tree. This format typically allows us to fit approximately 1,200-1,500 l.f. per plan sheet, which would give us 9-11 sheets on this project. One sheet with project details will also be included, which would give us a total of 10 to 12 sheets. The drawings will be emailed to you, so that you may plot the files as you need them. CAD drafting will be completed in conjunction with the Preliminary and Final Plans. No additional time required.

Drafting Services Fee for DWG files of the Tree Preservation Plan

22.0 hours @ \$65.00/hour..... \$1,430.00

Total Phase II Design Fees..... \$13,500.00

Phase II – Services for Project Design Community Engagement

Per your request, we propose to provide Community Engagement support, as needed on a not to exceed basis. Should additional support be required, we can provide supplemental scope per your and the TIRZ request.

Public Meetings/Open House

16.0 hours @ \$140.00/hour..... \$2,240.00

TIRZ Board Meetings & Presentations

16.0 hours @ \$140.00/hour..... \$2,240.00

Total NTE Community Engagement Fees..... \$4,480.00

We have utilized the services contained in this proposal on similar projects for The City of West University Place Infrastructure Replacement Program, City of Houston Neighborhood Street Reconstruction Program, City of Houston Surface Water Transmission Program, Houston Storm Water Management Program, City of Missouri City Street Reconstruction, City of Friendswood Street Reconstruction, City of Piney Point Street Reconstruction, City of Sugarland Street Reconstruction, City of Texas City Street Reconstruction, and numerous City of Houston waterline, sewer and sidewalk/bikeway projects in the past. It is our goal to provide you the most effective, efficient, and value added services we can provide. We are willing to provide services in whatever capacity you deem appropriate.

EXHIBIT D

Mr. David Greaney, P.E.
Wharton SRTS Urban Forestry Proposal
Page 5 of 5

If this proposal meets with your approval and you would like to retain our services, please forward your standard agreement or a notice to proceed, and we will schedule the work as soon as we receive the plan sheets. We greatly appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions or would like to make any changes, please do not hesitate to call me at 281-391-0022.

Respectfully submitted,

A handwritten signature in blue ink that reads "Craig N. Koehl". The signature is written in a cursive style with a large, sweeping initial 'C'.

Craig N. Koehl
Urban Forestry Consultant



May 7, 2024

David G. Greaney, P.E.
Gauge Engineering
11750 Katy Freeway
Suite 400
Houston, Texas 77079

Project: **TITZ 27 Wharton Dual Language Academy Sidewalks Design**
County: **Harris**

Dear Mr. Greaney,

RODS Surveying, Inc. is pleased to present this proposal for providing professional land surveying services for the abovementioned project. The scope of work shall consist of Topographic Surveys and QL-C-D SUE as follows:

2S.701 Topographic Survey (Cat. 6, Cond. 1)

The Design Survey shall consist of performing topographic survey mapping generally located between W Dallas St, Fairview St, Eberhard St & Taft St in Houston Texas, as shown on the Project Vicinity Map in Attachment C. Design topographic survey will consist of topographic elevations ONLY in the following intersection (a 10-foot each way): 1) W Dallas Street and Stanford Street, 2) W Clay Street and Marconi Street & 3) W Gray Street and Stanford Street.

Design surveys will locate ditch areas (horizontally, high banks), edge of pavement, as well as locating existing utilities such as power poles, utility poles, guy wires, street signs, water meters, clean outs, fire hydrants and top of rim of manholes (no inverts or flow-lines will be obtained from the manholes).

- A. Perform topographic survey for **19,008** linear feet with all intersections along this route, and for additional side streets as noted:
 - i. W Dallas Street and Stanford Street***
 - ii. W Clay Street and Marconi Street***
 - iii. W Gray Street and Stanford Street***
- B. Perform topographic survey at the following intersections for traffic signals:
 - i. W Dallas Street and Stanford Street***
 - ii. W Gray Street and Stanford Street***
- C. Survey to include 25 feet outside of the right-of-way whenever possible and when no obstructions are present, and up to 60 feet outside right- of-way for objects (obstructions), except those that are behind fences, brick walls and buildings.

EXHIBIT E

- D. Establish elevations and locations of physical features including buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, etc. within the proposed and existing right-of-way. Overhead crossing utilities shall be limited to the low chord elevation.
- 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. This only applies at the three intersections outlined above.
- F. Locate Ornamental trees or Landscape trees with a diameter of 4" and larger shall be located. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas.
- G. Provide SUE Level C per ASCE SUE Guidelines
 - i. Perform Texas One Call for underground utility locations to mark utilities within the existing right-of-way and existing easements within the take area.
 - ii. Locate markings provided by One-Call and "visible" utilities within 25 feet of the proposed and or existing right-of-way.
 - iii. Include locations of electrical risers as a CAD callout and layer in the survey deliverable.
- H. Provide SUE Level D per ASCE SUE Guidelines
 - i. Obtain utility maps from Comcast, CenterPoint Energy, and AT&T.
 - ii. Obtain utility maps from other utilities not limited to waterline, sewer, MUD, pipelines
- I. Locate utility markings or test holes provided by SUE providers.
- J. Locate soil borings.
- K. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and COH Standards.
- L. Attend Field Topo Verification Meeting to visibly check that all topo items are currently located as per the field notes. Objectives to be achieved during the field topo verification meeting include impacts that could affect the alignment alternatives have on the Right of Way, existing structures such as signals, utilities, and property, environmental impacts and impacts to existing and proposed improvements.

2S.702 Control

- A. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83.
- B. Vertical Control shall be based on the nearest existing Harris Reference Marker, NAVD 1988, 2001 Adj.
- C. Provide adequate number of control points that are set and recoverable.
- D. Request information from COH for directions on tying controls to adjacent projects.

Deliverables: Survey Control Map and three-point sketches, signed and sealed by a Texas RPLS.

EXHIBIT E

S.700C – D760C Survey Coordination

Consultant shall coordinate with the survey provider for the completion of the Surveying tasks, which shall be included in the Study Phase Report or Design Plans.

VARIOUS

V.911 Level C-D SUE (\$33,592/LF/Facility)

- A. Provide utility designation, which is collected using geophysical equipment operated from the surface to designate the locations of underground utilities.
- B. Provide all traffic control, labor, and equipment for the Traffic Control Plan (TCP) while performing field services in compliance with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices" and COH Standards.
- C. Perform work according to COH guidelines (if any) and ASCE SUE Guidelines - <https://www.fhwa.dot.gov/programadmin/asce.cfm>

Deliverables: CAD Files (AutoCAD .dwg format); Signed, sealed, and dated showing topographic survey with Quality Level C-D SUE. The facilities should be marked out and recorded on the map and included with plan documents.

Attached for your consideration is Exhibit "B", Budget, to provide professional land surveying and SUE services and outlined scope of work for the above referenced project.

TITZ 27 Wharton Dual Language Academy Sidewalks Design:

H&V Control (NAD83, 2011 ADJ. & NAVD88, 2001 TSARP ADJ.)	\$48,320.00
Topographic Survey (Cat. 6, Cond. 1)	\$101,614.00
RODS SUE QL-C-D	\$18,777.00
Deliverables	\$5,269.00
Total	\$173,980.00

SCHEDULE	
<u>TASK</u>	<u>TIMEFRAME</u>
H&V Control	2 WEEKS
Design Surveys	8 WEEK
RODS SUE QL-C-D	8 WEEKS
Office Production	5 WEEKS

EXHIBIT E

If you have any questions or need additional information, please feel free to contact me.

Sincerely,



Richard A. Rodriguez, RPLS
Project Manager
RODS Surveying, Inc.
rrodriguez@rods.cc

EXHIBIT E

SURVEY

Project Name	TIRZ 27 WHARTON DUAL LANG ACDMY SIDEWALKS
Consultant	GAUGE ENGINEERING
Project No.	N/A
Date	2024-05-08

BASIC SERVICES								
TASK DESCRIPTION	Project Manager	Senior Survey Technician	Survey Technician	Senior Cadd Operator	Cadd Operator	Abstractor	3 - Person Survey Crew	TOTAL LABOR HRS. & COSTS
SURVEY								
2S.702 - Control	8		20		60		180	\$48,320.00
2S.701 Topographic Survey (Cat. 6, Cond. 1)	2	8	40	8	110		390	\$101,614.00
RODS SUE QL-C-D (Please see attached RODS SUE proposal for additional details).								\$18,777.00
Produce AutoCAD DWG file with drawn topographic data, TIN file/DTM (for intersections), breaklines and spot elevations. Perform QA/QC of deliverables (field visit). Deliverables will include ASCII files of survey data, copy of field books. This proposal does not consider any signed/sealed PDF sheets.	1	3	8		25		5	\$5,269.00
SUBTOTAL - SURVEY	11	11	68	8	195	0	575	\$173,980.00
HOURS SUB-TOTALS	11	11	68	8	195	0	575	\$868.00
CONTRACT RATE PER HOUR (INCLUDE AVG HOURLY RATE TIME OVERHEAD AND FF)	\$ 180.00	\$ 144.00	\$ 109.00	\$ 134.00	\$ 109.00	\$ 103.00	\$ 212.00	
TOTAL LABOR COSTS	\$ 1,980.00	\$ 1,584.00	\$ 7,412.00	\$ 1,072.00	\$ 21,255.00	\$ -	\$ 121,900.00	\$173,980.00
% DISTRIBUTION OF STAFFING	1.14%	0.91%	4.26%	0.62%	12.22%	0.00%	70.07%	89%

BASIC SERVICES SUBTOTAL	\$ 173,980.00
ODE SUBTOTAL	\$ -

SURVEY SUMMARY	
TOTAL BASIC SERVICES	\$ 173,980.00
TOTAL OTHER DIRECT EXPENSES	\$ -
TOTAL	\$ 173,980.00



May 8, 2024

David G. Greaney, P.E.
Gauge Engineering
11750 Katy Freeway
Suite 400
Houston, Texas 77079

Attn: Richard A. Rodriguez, RPLS
RODS Surveying, Inc.
6810 Lee Rd
Suite 100
Spring, TX 77379
Email: rrodriguez@rods.cc
Phone: 281-257-5237

RE: Proposal for Quality Levels D & C SUE
City of Houston - TIRZ 27
Wharton Dual Language Academy Sidewalks Design

Dear Mr. Rodriguez:

We are pleased to submit the following proposal for the above-referenced project.

Scope & Limits

We understand the scope of work to consist of providing Quality Levels D & C SUE per ASCE Standard 38-22. This includes:

- **SUE Quality Level D** involves preliminary site visit, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.
- **SUE Quality Level C** involves correlating the Quality Level D information obtained from existing utility record investigation with the visible surface features obtained from a topographic survey performed by RODS Surveying, Inc. Limitations of a C&D investigation include utilities that have been sold or abandoned with no record or surface features.

Project Location

The project is generally located between W Dallas St, Fairview St, Eberhard St & Taft St in Houston Texas, as shown on the Project Vicinity Map in Attachment C.

Schedule

Record Research will commence upon notice to proceed and will take approximately 8 weeks depending on the response from the utility companies.

EXHIBIT E

ATTACHMENT B - ESTIMATED FEE SCHEDULE

COH TIRZ 27 - WHARTON DUAL LANGUAGE ACADEMY SIDEWALKS - QUALITY LEVELS D & C SUE

PRIME PROVIDER NAME: RODS Surveying, Inc.

May 8, 2024

SUBCONSULTANT NAME: RODS Subsurface Utility Engineering, Inc.

TASK DESCRIPTION	SUE PROJECT MANAGER	SUE SENIOR ENGINEER	SUE ENGINEER IN TRAINING	SUE ENGINEERING TECHNICIAN	SUE CADD TECHNICIAN	3-PERSON DESIGNATION CREW	TOTAL LABOR HOURS & COSTS
Quality Levels D, C & B SUE Services							
1. One Call, Site Visit & Records Research	2	4	8	8	16		\$4,552
2. Creation of the Quality Levels D & C SUE CADD Utility Base Map	6	13	25	25	50		\$14,225
HOURLY SUBTOTALS	8	17	33	33	66	0	156.75
LABOR RATE PER HOUR	\$200.00	\$180.00	\$125.00	\$104.00	\$100.00	\$253.00	
TOTAL LABOR COSTS	\$1,650.00	\$2,970.00	\$4,125.00	\$3,432.00	\$6,600.00	\$0.00	\$18,777.00
% DISTRIBUTION OF STAFFING	8.8%	15.8%	22.0%	18.3%	35.1%	0.0%	
TOTAL OF LABOR FOR QL D & C SUE SERVICES							\$18,777.00
TOTAL							\$18,777.00

Notes:

1. Project to be invoiced on a lump sum basis, not to exceed totals shown above.

COH TIRZ 27 - WHARTON DUAL LANGUAGE ACADEMY SIDEWALKS

SUE QUALITY LEVELS D & C LIMITS

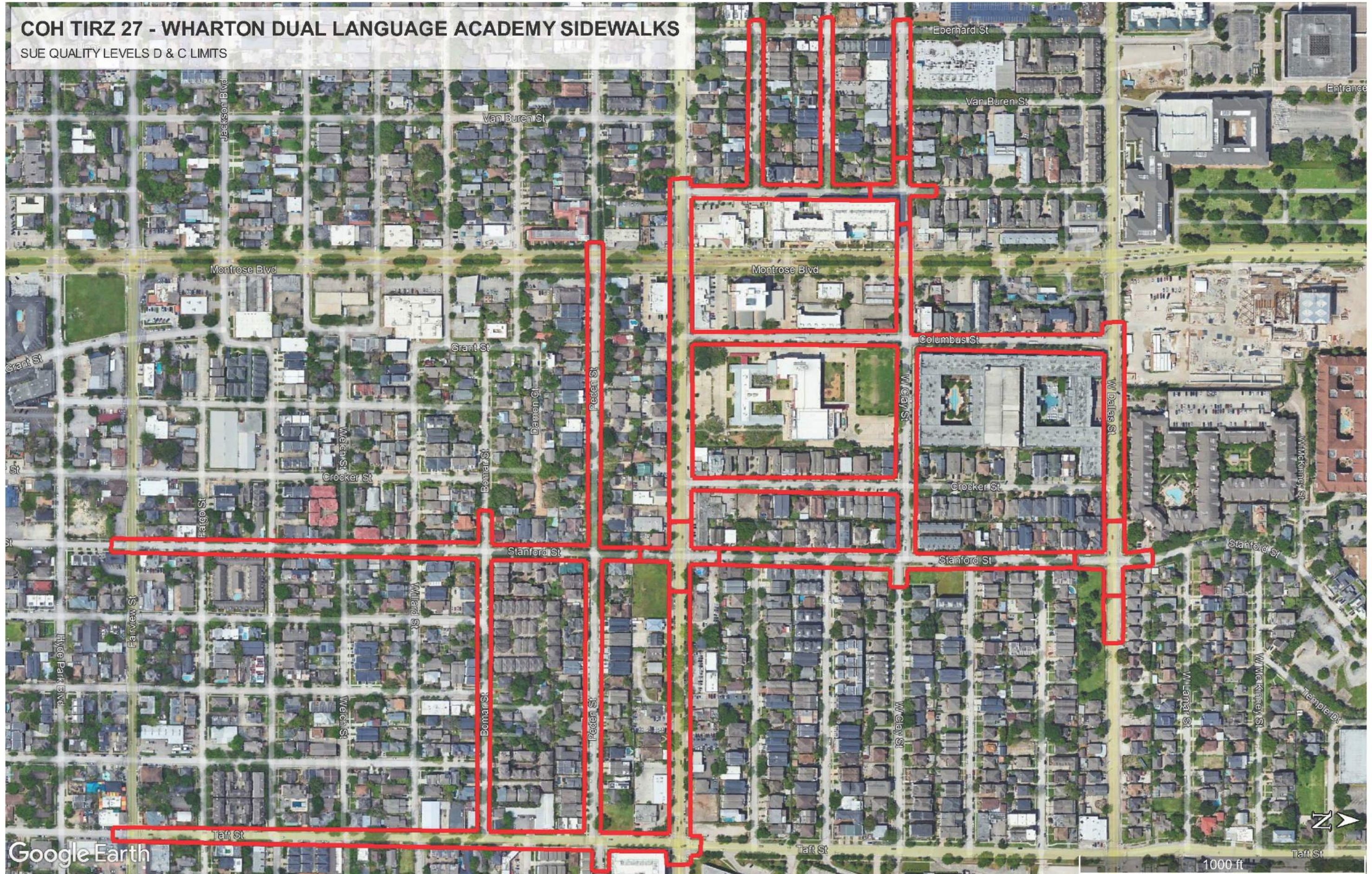


EXHIBIT F



11555 Clay Road, Suite 100
Houston, Texas 77043
P (713) 690-8989
Terracon.com

May 6, 2024

Gauge Engineering, LLC
11750 Katy Freeway, Suite 400
Houston, Texas 77079

Attn: David G. Greaney, P.E.
P: (832) 968-9981
E: dgreaney@gaugeengineering.com

RE: Cost Estimate for Geotechnical Engineering Services
Traffic Light Signal at West Gray Street and Stanford Street
West Gray Street and Stanford Street
Houston, Texas
Terracon Document No. P92245222

Dear Mr. Greaney:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project in Houston, Texas. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following exhibits are attached.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this cost estimate is **\$19,000**. **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

EXHIBIT F

Cost Estimate for Geotechnical Engineering Services

Traffic Light Signal at West Gray Street and Stanford Street | Houston, Texas

May 6, 2024 | Terracon Document No. P92245222



Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read 'Ammar Ali', written in a cursive style.

Ammar Ali, Ph.D.

Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read 'Karla I. Stringer', written in a cursive style.

Karla I. Stringer, P.E.

Group Manager

A handwritten signature in blue ink, appearing to read 'Kierstyn M. Burrell', written in a cursive style.

Kierstyn M. Burrell, P.E.

Geotechnical Services Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Gauge Engineering, LLC ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Traffic Light Signal at West Gray Street and Stanford Street project ("Project"), as described in Consultant's Proposal dated 05/06/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single



Reference Number: P92245222

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
 By: *Karla Stringer* Date: 5/6/2024
 Name/Title: Karla I. Stringer / Group Manager
 Address: 11555 Clay Rd, Ste 100
Houston, TX 77043-1239
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: Karla.Stringer@terracon.com

Client: Gauge Engineering, LLC
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Gauge Engineering, LLC (Gauge) and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Gauge and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Project Description	The project consists of the installation of new traffic light signals. <ul style="list-style-type: none"> ■ Two traffic light signals are planned to be installed at the intersection of West Gray Street and Stanford Street. ■ We understand that traffic light signals may also be installed at the intersection of West Dallas Street and Stanford Street or within 1 mile of this intersection. Therefore, optional geotechnical services are being requested for this intersection.
Anticipated Foundation System	Drilled straight shafts

Site Location and Anticipated Conditions

Item	Description
Project Location	<ul style="list-style-type: none"> ■ The project is located at the intersection of West Gray Street and Stanford Street in Houston, Texas. Latitude: 29.7534°, Longitude: -95.3889° (approximate) ■ The optional project site is located at the intersection of West Dallas Street and Stanford Street in Houston, Texas. Latitude: 29.7575°, Longitude: -95.3889° (approximate) (See Exhibit D)
Existing Improvements	Based on available aerial photographs and information provided by the client, the sites are occupied by residential and commercial developments, paved roadways, concrete sidewalks and driveways, underground utilities, and overhead power lines.

EXHIBIT F

Cost Estimate for Geotechnical Engineering Services

Traffic Light Signal at West Gray Street and Stanford Street | Houston, Texas

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Item	Description
Current Ground Cover	Grass, weeds, scattered trees, and concrete
Existing Topography	Relatively level
Site Access	We expect the site and all exploration locations are accessible with our standard truck-mounted drilling equipment and support vehicles during normal business hours.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions will likely consist of thick interbedded layers of clay, fine sand, and silt from the Beaumont formation.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program is expected to be completed with one day of on-site activities and includes a subsurface boring as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
B-1	50	Intersection of West Gray Street and Stanford Street

1. Below grade at the time of our field program.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

If the optional field exploration program is approved, the field exploration is expected to be completed with one additional day of on-site activities and includes a subsurface boring as described below:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
B-2 (Optional)	50	Intersection of West Dallas Street and Stanford Street

1. Below grade at the time of our field program.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information, if so requested.

Subsurface Exploration Procedures: We will core through the existing pavements to access the underlying subgrade soils, as appropriate. We will advance borings with a truck-mounted drill rig using continuous flight augers and/or rotary wash boring techniques. Samples will be obtained in the upper 12 feet of each boring and at intervals of 5 feet

Cost Estimate for Geotechnical Engineering Services

Traffic Light Signal at West Gray Street and Stanford Street | Houston, Texas
May 6, 2024 | Terracon Document No. P92245222



thereafter. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with cement-bentonite grout upon completion. Pavements will be patched with ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the boreholes.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Cost Estimate for Geotechnical Engineering Services

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Terracon proposes to subcontract with a private utility locating service or utilize in-house geophysical equipment. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this cost estimate as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Traffic Control: For the work scope of this cost estimate we have budgeted for subcontracting traffic control services (signage and flagman) during our drilling activities, which is anticipated to take one day or two, if the optional boring is requested. This cost estimate is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test to be performed. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D7263 Standard Test Methods for Laboratory Determination of Density (Unit Weight) of Soil Specimens
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Method for Determining the Amount of Materials Finer than No. 200 Sieve in Soils by Washing

Cost Estimate for Geotechnical Engineering Services

Traffic Light Signal at West Gray Street and Stanford Street | Houston, Texas
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- ASTM D2166/D2166M Standard Test Method for Unconfined Compressive Strength of Cohesive Soil
- ASTM D2850 Standard Test Method for Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils

Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide recommendations for the following:

- Foundation design and construction
- LPILE parameters

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Project information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	\$9,700
Traffic Control (1 day)	\$3,300
Private Utility Locate Service (1 day) ¹	\$1,000
Lane Closure Permit	\$5,000
Total	\$19,000

1. We plan to subcontract a private utility locating firm and/or utilize geophysical equipment. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Additional services not part of the base fee include the following:

Task (Optional)	Lump Sum Fee	Initial for Authorization
Drilling Additional Boring at Intersection of West Dallas Street and Stanford Street or a nearby intersection	\$3,300 ¹	
Traffic Control (1 day)	\$3,300 ²	
Coring of Pavement (if needed)	\$325	

1. This lump sum fee assumes that the optional boring will be performed under the same mobilization of the primary scope of services and one geotechnical report will be prepared.
2. If the optional boring is requested, fees for an additional day of traffic control will be invoiced.

EXHIBIT F

Cost Estimate for Geotechnical Engineering Services

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Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this cost estimate. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental cost estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Project Planning	5 working days after notice to proceed
Field Work Mobilization ³	7 to 10 working days from COH permit approval proceed
Site Characterization ⁴	15 working days after completion of field program
Geotechnical Engineering ⁴	20 working days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.
3. Does not include time required to obtain the city permits.
4. Delivery based on completion of the field program in one day. If the optional scope of work is approved, delivery will be based on completion of the field program in two days.

EXHIBIT F

Cost Estimate for Geotechnical Engineering Services

Traffic Light Signal at West Gray Street and Stanford Street | Houston, Texas

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Exhibit D – Site Location

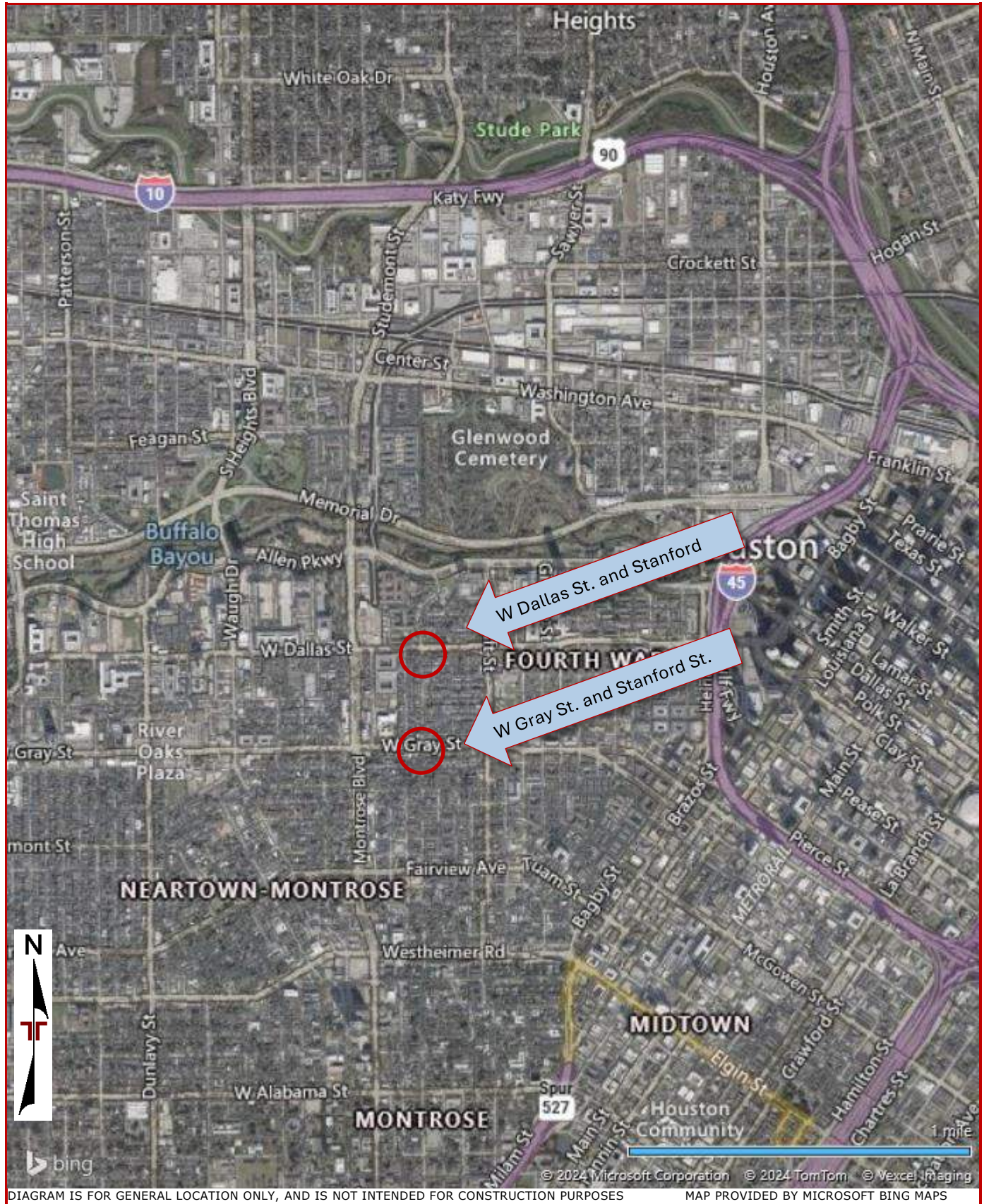
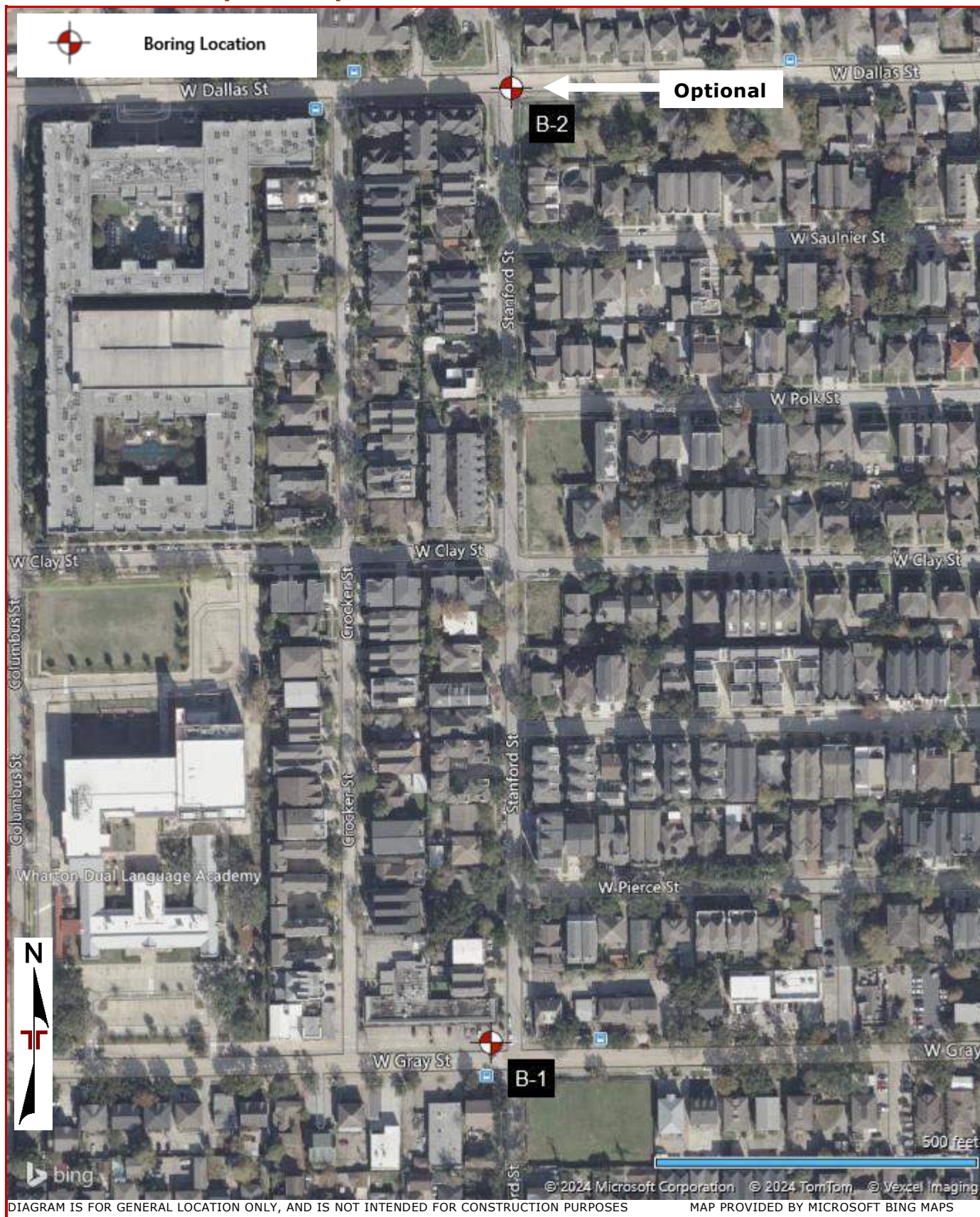


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan





May 15th, 2024

Joe Webb, Chairman
Montrose Tax Increment Reinvestment Zone No. 27
c/o ABHR
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Proposal for West Alabama Street (Shephard Drive to Spur 529) - Supplement

Dear Mr. Webb,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for supplemental services to update the West Alabama Street Design Concept Report (DCR) based on the new preferred typical section. This involves a full update to the DCR.

The Design Summary Report (DCR) and roadway schematic is Phase I of the overall project process and will identify the impacts associated with the implementation of the DCR recommendations. We propose to perform this work for a Lump Sum amount of **\$81,282.50**. A detailed breakdown of the scope items and fee can be found under attached Exhibits. We are prepared to begin this work immediately. Please feel free to contact me at (832) 968-9981 if you have any questions.

Sincerely,

David G. Greaney, P.E.
Project Manager

Attachments:

- Exhibit A – Scope
- Exhibit B – Level-of-Effort
- Exhibit C - Traffic Engineering Analysis Update

Accepted for
Montrose Tax Increment Reinvestment Zone No. 27

Signature Date

Print

Accepted for
City of Houston:

Signature Date

Print

EXHIBIT A
SCOPE OF SERVICES
MONTROSE REDEVELOPMENT AUTHORITY – TIRZ 27
WEST ALABAMA STREET DRAINAGE AND MOBILITY IMPROVEMENTS
DESIGN CONCEPT REPORT – PHASE I

This proposal is for the development of a revised concept for the mobility and drainage improvements for West Alabama Street from Shephard Drive to Spur 527 (approx. 1.7 miles).

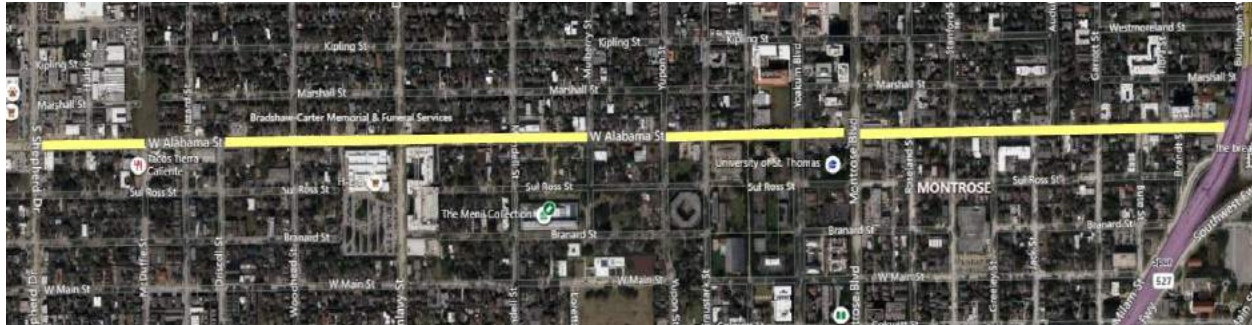


Figure 1: Project Location Map

This is a revision of the original West Alabama Street concept in the Design Concept Report in alignment with Houston Vision Zero Action Plan. The focus will be on the revision of the preferred alternative to a 3-lane cross-section throughout the entire Design Concept Report. Where feasible, options will be developed to incorporate a high comfort bicycle facility for as much of the corridor as possible within the existing right-of-way. This will be considered while outlining potential benefits and impacts related to right-of-way, mature trees, safety, and traffic operations. The details of the scope are as follows:

I. DESIGN CONCEPT REPORT

A. BASIC SERVICES

1. Site Visit

A field visit will be conducted to identify potential benefits and impacts related to right-of-way, mature trees, safety, and traffic operations.

2. Reevaluate Conceptual Construction Sequencing, Detours & Impacts to Area

Re-evaluate the current construction sequence and a traffic control concept that will minimize impacts to the region's traffic movement pattern will be explored. Detours, phasing, sequencing, construction zones, and temporary pavement requirements will be identified. Narrative will also be revised if necessary.

3. Private/Public Utilities Re-Assessment

Existing public utilities such as storm, water and wastewater infrastructure and existing private utilities such as existing underground electrical and communication service lines, and locations of existing overhead power and communication lines and poles will all be evaluated against the roadway design changes.

B. ROADWAY DESIGN REVISION

1. Alternative Analysis - Multi Modal/Preferred Alternative

Gauge will coordinate with TEI Planning+Design for the multi modal transportation analysis will be updated to account for the new 3-lane roadway typical section alternative. It will also incorporate pedestrian and bicycle facilities that promote safety throughout the corridor and make it more pedestrian/bicycle friendly.

2. Revised Typical Sections

Gauge will coordinate with TEI Planning+Design regarding the drafting of typical sections. Typical sections shall include width of travel lanes, sidewalks, outer separations, border widths, curb offsets, and right-of-way (ROW). See Exhibit C for additional information.

3. Preliminary Roadway Schematic

The 3-lane alternative will be laid out on current aerial photography and topographic survey to form the roadway plan.

4. Preliminary Public Utility Schematic (Water, Sanitary, and Drainage)

Proposed water lines, sanitary sewers, and storm sewers will be laid out on the revised roadway plan and adjust their alignment for constructability.

C. DRAINAGE DESIGN/ANALYSIS

Drainage is a key component of the West Alabama reconstruction project. With the change of preferred alternative, the drainage impact analysis should be updated to reflect the changes. This will include the following tasks:

1. Storm Sewer Design and Proposed System Analysis

The proposed drainage system will be designed to function independently as a stand-alone project and in concert with the planned regional solution on Montrose Blvd. A model of the proposed storm sewer system(s) will be constructed and analyzed for the 2-year and 100-year frequencies. Necessary sizing, location, elevation, and cover requirements of the trunkline will be determined. The inlets and laterals will be refined as necessary to ensure sufficient intake & conduit capacity and to maintain a hydraulic grade line (HGL) below or at the gutter elevation of the roadway for the length of the project for the 2-year event. The proposed storm sewer system will be evaluated and improved in order to meet overland flow and Maximum Ponding Elevation criteria for the 100-year event.

2. Evaluate Overland Sheet Flow Changes Due to Lowered Roadway Profile

The proposed project area receives offsite overland sheet flow moving from west to east and north to south from adjacent drainage systems. Modifications to the roadway within the project limits have the potential to change the overland flow patterns. Modifications to the roadway profile will be quantified and captured in the detailed model. Impacts to overland sheet flow will be determined and recommendations to eliminate overland flow impacts will be developed.

3. Proposed Conditions Storm Sewer Drainage Area Map

Proposed conditions storm sewer drainage area maps for the preferred alternative will be developed at both the overall and inlet level. The overall drainage area map will consist of drainage areas, 2-year storm sewer runoff rates, and flow direction arrows, and will include a preliminary layout of all proposed storm sewer trunk lines, inlets, and ditches. Drainage areas will be delineated based on the improvements evaluated in the Proposed System Analysis.

4. Drainage Impact Assessment and Mitigation

Drainage impacts associated with the proposed roadway improvement will be evaluated and mitigation measures necessary to ensure no adverse impacts will be proposed. Potential drainage impacts associated with the proposed improvements including effects of additional increased impervious cover, a reduction in storm water storage, and modifications to overland sheet flow patterns. Zero increase in runoff will be allowed.

- a. **Increased Impervious Cover** – An evaluation of the existing and proposed impervious cover will be performed to identify the changes associated with the proposed roadway improvements.

- b. **Changes in Storage** – The proposed roadway, anticipated to be a curb and gutter cross section, will be evaluated to account for any changes in storage.
- c. **Mitigation Options** – Mitigation options will be evaluated to determine the most effective means (both cost and function) of eliminating potential impacts. Potential mitigation options include; (1) storage beneath the roadway in the form of oversized or additional storm sewer, (2) above ground offsite storage, and (3) sub-surface offsite storage (items 2 and 3 are not likely). The mitigation options will be modeled with the proposed roadway and drainage improvements and the results will be compared with the existing conditions analysis to ensure no adverse impacts.

5. Drainage Impact Analysis Report

A drainage impacts analysis report will be prepared as a standalone document. This report will be provided to the City for their review and approval as the owner of the facility receiving discharge from the project limits. The report will document the existing conditions and proposed improvements and will address the potential for adverse impacts including necessary mitigation measures.

D. PROJECT MANAGMENT/AGENCIES & TEAM COORDINATION//QUANTITIES/OPCC

1. Project Management and Coordination:

Project management activities are ongoing throughout the period of the contract and include items such as internal project management, kickoff meeting, monthly progress reports, invoices, and coordination with client and all relevant agencies.

2. Quantities

Current preliminary engineering level quantities will be updated to incorporate the revised roadway concept.

3. Opinion of Probable Construction Cost

Current Opinion of Probable Construction Cost (OPCC) will be updated for the select alternative.

4. Quality Assurance / Quality Control

A thorough Quality Assurance/Quality Control (QA/QC) Plan will be implemented to ensure overall project constructability, cost estimate accuracy, and design conformance with industry standards and client-specific requirements and preferences are met.

5. DCR Update

The Design Concept Report will be fully updated to incorporate all changes related to the new preferred typical section.

6. DCR Presentation to City of Houston

The summary of the DCR will be presented to the City of Houston based on all changes related to the new preferred typical section.

7. Community Meeting

Gauge will prepare for and hold one Public Meeting, which will include a presentation and board materials. This will be to present the refined schematic to the community and solicit feedback.

II. SUBCONSULTANT ENGINEERING SERVICES

1. Exhibit C – Traffic Engineering Analysis Update

TEI Planning+Design will update the vehicle facility recommendations, the multimodal facility recommendations, update the cross sections, and fully incorporate all changes into the Design Concept Report. See Exhibit C for additional information.

II. EXPENSES

1. Printing, Deliveries and Production, Mileage

Expenses included printing, any deliveries, reproduction, and any other miscellaneous items.



**EXHIBIT B
WEST ALABAMA STREET DRAINAGE AND MOBILITY IMPROVEMENTS - SUPPLEMENT
REVISED DESIGN CONCEPT REPORT- LEVEL OF EFFORT**

I. DESIGN CONCEPT REPORT

DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	Sr. PROJ ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A. Basic Services							
1 Site Visit	1	4	4			9	\$1,370.00
2 Reevaluate Conceptual Construction Sequencing, Detours & Impacts to Area	1	4	4	8		17	\$2,090.00
3 Private/Public Utilities Re-Assessment	1	2	6	12		21	\$2,360.00
Total	3	10	14	20	0	47	\$5,820.00
B. Roadway Design Revision							
1 Alternative Analysis - Multi Modal/Preferred Option	4	8				12	\$2,240.00
2 Proposed Typical Sections	1	2	4			7	\$1,040.00
3 Preliminary Roadway Schematic	4	16	32	12		64	\$8,480.00
4 Preliminary Public Utility Schematic (Water, Sanitary, & Drainage)	4	8	8	8		28	\$3,920.00
Total	13	34	44	20	0	111	\$15,680.00
C. Drainage Design/Analysis							
1 Storm Sewer Design and Analysis	1	4	16			21	\$2,810.00
2 Evaluate Overland Sheet Flow Changes	1	2	4			7	\$1,040.00
3 Proposed Storm Sewer Drainage Area Maps	1	2	12	4		19	\$2,360.00
4 Drainage Impact Assessment and Mitigation	1	4	12			17	\$2,330.00
5 Drainage Impact Analysis Report	1	8	16	4		29	\$3,830.00
Total	5	20	60	8	0	93	\$12,370.00
D. Project Management/Agencies & Team Coordination/Quantities/OPCC							
1 Project Management							
a. Overall Project Mgmt/Team Coordination/ Project Controls	8	8			6	22	\$3,670.00
b. Project Coordination/Agency Coordination Meetings	8	8	4	4		24	\$4,000.00
2 Quantities	2	8	16			26	\$3,700.00
3 Opinion of Probable Construction Cost	2	4	4			10	\$1,600.00
4 Quality Assurance / Quality Control	4	8	12	12		36	\$4,760.00
5 DCR Update	8	16	40			64	\$9,280.00
6 DCR Presentation to City of Houston	2	6	12			20	\$2,890.00
7 Community Meeting	4	16	32			52	\$7,400.00
Total	38	74	120	16	6	254	\$37,300.00
TOTAL HOURS	59	138	238	64	6	505	
Contract Labor Rate	\$230.00	\$165.00	\$120.00	\$90.00	\$85.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$13,570.00	\$22,770.00	\$28,560.00	\$5,760.00	\$510.00		\$71,170.00

II. SUBCONTRACTED ENGINEERING SERVICES

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
1 Exhibit C - Traffic Engineering Analysis Update - TEI Planning+Design	\$8,175.00	10%	\$8,992.50
TOTAL SUBCONTRACTED ENGINEERING SERVICES			\$ 8,992.50

III. EXPENSES

DESCRIPTION OF WORK TASKS	QUANTITY	UNIT	COST	TOTAL
1 Printing, Deliveries and Reproduction, Mileage	1	LS	\$1,000.00	\$1,000.00
TOTAL SUBCONTRACTED ENGINEERING SERVICES				\$ 1,000.00

GRAND TOTAL	
I. DESIGN CONCEPT REPORT	\$71,170.00
II. SUBCONTRACTED ENGINEERING SERVICES	\$8,992.50
III. EXPENSES	\$1,000.00
PROJECT TOTAL	\$81,282.50

EXHIBIT C



712 Main Street, Suite 950
Houston, TX 77002
(713) 270-8145
www.teiconnects.com
TX Registration F-003158

May 15, 2024

Mr. Haidar Baidani, PE
Gauge Engineering
3200 Wilcrest Drive, Suite 220
Houston, TX 77042

RE: Additional Services Proposal for TIRZ 27 W. Alabama Street Design Concept Review (DCR)

Dear Mr. Baidani:

TEI Planning + Design (TEI) is pleased to submit this additional services proposal to support Gauge Engineering in updating the 2022 W. Alabama Design Concept Review (DCR) for TIRZ 27.

Scope of Services

This proposal includes transportation engineering services needed for revisions to the multimodal design concepts and traffic engineering elements of the 2022 draft DCR to update the preferred alternative to a 3-lane cross-section for W. Alabama Street between Shepherd Drive to Spur 527. Specific items and tasks included in the TEI Scope of Services for each segment are included below.

Task 1 – Updates to Vehicle Facility Recommendations

TEI will update the DCR (including the Transportation Operations Analyses document) to reflect the 3-lane alternative as the preferred roadway cross-section for W. Alabama Street.

Task 2 – Updates to Multimodal Facility Recommendations

TEI will re-assess the feasibility of high-comfort bikeways along the W. Alabama Corridor with the updated 3-lane preferred alternative. The alternatives analysis and preferred alternatives sections of the DCR will be updated to reflect the findings of the bikeway feasibility regarding the design of the back-of-curb area. These recommendations will be influenced by multimodal considerations and intersection safety best practices in alignment with the Houston Vision Zero Action Plan.

Task 3 – Support for Updates to Cross-section Development

Utilizing the data and findings of Tasks 1 & 2 above, TEI will assist Gauge with the updating the proposed cross-sections along the corridor to reflect the 3-lane preferred alternative for the following segments:

- Shepherd Drive to Dunlavy Street
- Dunlavy Street to Yoakum Street
- Yoakum Street to Stanford Street
- Stanford Street to Flora Street
- Flora Street to Spur 529-Milam Street

The cross-sections developed will inform corridor schematic design concepts for the project.

Deliverables

TEI will prepare the following deliverables:

- A revision of the W. Alabama DCR including the following sections and associated tables and exhibits to reflect the 3-lane preferred cross-section:
 - Section 3: Alternatives Analysis
 - Section 4: Preferred Alternative
 - Transportation Operations Analyses Appendix

Assumptions:

1. The report will be updated assuming the existing cross-section at the time of writing the 2022 report (i.e., a reversible center turn lane). Is a different existing conditions cross-section is requested, a new proposal will be provided.

Compensation

Based on our estimated hours required to complete the items documented above, we request authorization of **\$8,175.00** (fixed fee) as outlined in the attached fee worksheet. The project will be billed monthly based on the estimated percent complete for each task.

If you have any questions regarding this proposal, please contact me at 832.543.1851 or sarah.wetmore@teiconnects.com.

Sincerely,

A handwritten signature in black ink that reads "Sarah Wetmore" with "PE" written in smaller letters below the name.

Sarah Wetmore, PE

Principal

Attachments:

Fee Spreadsheet

May 15, 2024



**ATTACHMENT A
FEE SPREADSHEET**
SUMMARY OF HOURS BY CLASSIFICATION
FOR SCOPED TASKS

**Additional Services for TIRZ 27 W. Alabama Street DCR
Gauge Engineering**

DESCRIPTION OF WORK TASK**	SENIOR PRINCIPAL	PRINCIPAL	PRINCIPAL ASSOCIATE II	PRINCIPAL ASSOCIATE I	ASSOCIATE III	ASSOCIATE II	ASSOCIATE I	TOTAL HOURS PER TASK	TASK FEE
Hourly Billing Rate	\$275.00	\$220.00	\$190.00	\$170.00	\$155.00	\$140.00	\$125.00		
Task 1 – Updates to Vehicle Facility Recommendations	1	2	0	0	0	10	0	13	\$ 2,115.00
Task 2 – Updates to Multimodal Facility Recommendations	2	4	0	0	0	12	0	18	\$ 3,110.00
Task 3 – Support for Updates to Cross-section Development	2	2	0	0	0	14	0	18	\$ 2,950.00
TOTAL PROJECT HOURS	5.0	8.0	0.0	0.0	0.0	36.0	0.0	49.0	
PERCENT OF TOTAL HOURS	10.20%	16.33%	0.00%	0.00%	0.00%	73.47%	0.00%	100.00%	
DIRECT EXPENSES				COST		TOTAL LABOR COST		\$ 8,175.00	
NA				\$0.00					
						DIRECT EXPENSES		\$0.00	
DIRECT EXPENSES TOTAL				\$0.00		REQUESTED CONTRACT AMOUNT		\$8,175.00	

TASK ORDER



May 10, 2024

Joe Webb, Chairman
Montrose Tax Increment Reinvestment Zone No. 27
c/o ABHR
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

Re: Proposal to Provide Engineering Consulting Services

Dear Mr. Webb,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for engineering consulting services. Gauge will provide support services as requested and authorized by the Administrator or as directed by the Board and P & P Committee. Gauge anticipates the scope of services to include various tasks to assist in implementing the capital improvement program such as attending meetings, public information development, planning level tasks, cost estimates and other miscellaneous tasks.

Time will be billed on an hourly basis, not to exceed \$15,000. Please feel free to contact me at (832) 318-8802 if you have any questions or need additional information.

Sincerely,

Muhammad Ali, P.E.
Principal

Accepted for
Montrose Tax Increment Reinvestment Zone No. 27

Signature Date

Print

Accepted for
City of Houston:

Signature Date

Print

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose
Committee Report Form

Committee Name: Affordable Housing Committee **Date of Meeting:** 5/16/2024

Chairperson: Lisa Hunt

Attendees:

<u>Lisa Hunt</u>	<u>Amanda Flores</u>
<u>Eureka Gilkey</u>	<u>Amiah Williams</u>
<u>Connor Stokes</u>	<u>Jeff Reichman</u>
<u>David McClendon</u>	<u>Patricia Joiner</u>
<u>Walter Morris</u>	<u> </u>
<u> </u>	<u> </u>

Meeting Report

Agenda

- Discussion with Houston CLT (Rescheduled to June 13th)
- Discussion between Director Flores and ABHR
- Discussion regarding strategy for PILOT program
 - Meeting with Lenders
 - Discussion on different programs and funding options
- Discussion regarding communication with Mayor’s Office and attendance of City Council Meetings
- Discussion regarding updating the TIRZ 27 Affordable Housing Committee budget
- Discussion regarding the Save the Montrose Live Oaks meeting
- Discussion regarding Montrose Website updates (Agenda Item moved to June 13th meeting)

Notes

- Connor presented an update on meetings attended with the Public
- Director Flores discussed her conversation with ABHR
- The Committee discussed updates regarding the Montrose Blvd Project
- The Committee discussed creating a statement regarding the Montrose Library project



Progress Report: Montrose TIRZ Regular Meeting – May 20, 2024
Hollaway Environmental + Communications Services

Activities performed this period:

- Participation in scheduled Projects and Planning Committee, Affordable Housing Committee, and Public Engagement Committee meetings.
- Management of the info@montrosehtx.org email inbox and coordination of public inquiry responses.
- Media inquiry and response coordination with the Montrose TIRZ Executive Committee.
- Management of the Montrose TIRZ Facebook page.
- Documentation of the April 24, 2024, Montrose TIRZ Proposed Multi-Family Property Rehabilitation Pilot Program Workshop.
- Continued coordination with the Affordable Housing Committee on next steps for the proposed pilot program.
- Development of informational materials for the Montrose Boulevard Improvements Project.
- Development of website content for the Montrose Boulevard Improvements Project.

Activities expected to perform next period:

- Participation in scheduled Projects and Planning Committee and Public Engagement Committee meetings.
- Management of the info@montrosehtx.org email inbox and coordination of public inquiry responses.
- Media inquiry and response coordination with the Montrose TIRZ Executive Committee.
- Continued coordination with the Affordable Housing Committee on next steps for the proposed pilot program.
- Continued coordination with the Public Engagement Committee regarding strategies to engage media and elected officials regarding Segment 1 of the Montrose Boulevard Improvements Project.

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose
Committee Report Form

Committee Name: Affordable Housing Committee **Date of Meeting:** 5/9/2024

Chairperson: Lisa Hunt

Attendees:

<u>Lisa Hunt</u>	<u>Amanda Flores</u>
<u>Eureka Gilkey</u>	<u>Amiah Williams</u>
<u>Connor Stokes</u>	<u>Jeff Reichman</u>
<u>David McClendon</u>	<u>Patricia Joiner</u>
<u>Walter Morris</u>	

Meeting Report

Agenda

- Debrief on Housing Workshop 2
 - Next steps and meeting with lenders
 - Create strategy for moving forward in PILOT program
 - Discussion on scheduling required meetings to flush out PILOT program
- Discussion of different programs and funding options
 - Purchasing, rent assistance, CLT, tax reductions, etc.
- Review of excel spreadsheet of past meeting experiences and programs
- Discussion regarding communication with Mayor’s Office and attendance of City Council Meetings
- Discussion regarding updating the TIRZ 27 Affordable Housing Committee budget
- Discussion regarding January Advisors contract extension

Notes

- The Committee debriefed and reviewed the feedback gathered from 2nd Housing Workshop
- The Committee discussed next steps to refine data for affordable goals of 60% AMI
- The Committee discussed a recommendation to extend January Advisors current budget to Q4 2024
- The Committee discussed reviewing average property value of housing in Montrose

McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

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Houston, Texas 77065-5610
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May 20, 2024

Board of Directors
Montrose Redevelopment Authority
City of Houston, Texas

We are pleased to confirm our understanding of the services we are to provide Montrose Redevelopment Authority (the "Authority").

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of the Authority as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis, and
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. The document we submit to you will include various supplementary schedules, including supplementary information required by the City of Houston, Texas. This supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole except for that portion marked "unaudited", on which we will express no opinion.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles (GAAP); and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable

assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

As part of our audit planning, we have identified management override of controls, and improper revenue recognition as audit areas with significant risks of material misstatement. We will design and perform audit procedures whose nature, timing and extent are responsive to the assessed risks of material misstatement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the Authority and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Authority involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, consultants, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Authority complies with applicable laws and regulations.

Responsibilities of Management for the Financial Statements (Continued)

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You are responsible for the preparation of the supplementary information in conformity with the City's requirements. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the City's requirements; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the City's requirements; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees and Other

The Authority will not pay any consultant for services that are determined to be an ineligible Project Cost under the TIRZ Act and the consultant shall repay the Authority for any payment made by the Authority to the consultant that is determined to be an ineligible Project Cost.

We are aware of the City of Houston's requirement to have the audit completed by September 30th, and barring any unforeseen circumstances every effort will be made to comply with this requirement

In accordance with provisions of the Local Records Retention Schedule Section 2-1: Item 1025-01 e) we agree to retain our audit work papers in our office for a period of three years after all questions arising from the audit have been resolved. In order to allow for all questions arising from the audit to be resolved and to comply with Rule 501.76(f) of the Rules of Professional Conduct of the Texas State Board of Public Accountancy the actual date will be the five-year anniversary of the audit report in question.

We expect to present a draft of the audit report within 45 days of the availability of the Authority's accounting records. Joseph Ellis is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign the report. The following is an estimate of our fees for the audit included in this engagement letter:

- Audit of the Authority's financial statements as of and for the year ended June 30, 2024, at a cost not to exceed \$14,500

The above fee is based on anticipated cooperation from your consultants and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Not included in the fees above are out-of-pocket costs such as printing, postage, and other charges incidental to the completion of our audit. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue

Engagement Administration, Fees and Other (Continued)

a report, or withdrawing from the engagement. The Authority will be obligated to compensate us for our time expended through the date of withdrawal or termination.

Reporting

We will issue a written report upon completion of our audit of the Authority's financial statements, which will also address the supplementary information required by the City in accordance with *AU-C 725, Supplementary Information in Relation to the Financial Statements as a Whole* and the other supplementary information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

GENERAL TERMS AND CONDITIONS

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written documentation from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The agreement may be terminated by either party, with or without cause, upon 30 days written notice.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Fossil Fuels Boycott Verification

As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

Firearms Discrimination Verification

As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Israel Boycott Verification

As required by Chapter 2271, Texas Government Code, as amended, McCall Gibson Swedlund Barfoot PLLC hereby verifies that McCall Gibson Swedlund Barfoot PLLC, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. As used in the foregoing verification, the term "boycott Israel" has the meaning assigned to such term in Section 808.001, Texas Government Code, as amended.

Anti-Terrorism Representation

Pursuant to Chapter 2252, Texas Government Code, McCall Gibson Swedlund Barfoot PLLC represents and certifies that, at the time of execution of this letter neither McCall Gibson Swedlund Barfoot PLLC, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Section 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

We appreciate the confidence you have placed in our firm and we look forward to serving the Authority again this coming year.

Sincerely,



McCall Gibson Swedlund Barfoot PLLC
Certified Public Accountants
Houston, Texas

This letter correctly sets forth the understanding of Montrose Redevelopment Authority.

Signature Title Date

Mayor's Office of Economic Development Date

Engagement Letter



BURTON ACCOUNTING, P.L.L.C.
Certified Public Accountants
HOUSTON • AUSTIN • CONROE

April 15, 2024

Board of Directors
Montrose Redevelopment Authority
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

RE: AGREED UPON PROCEDURES ENGAGEMENT

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services provided to Montrose Redevelopment Authority (hereinafter called the "Authority").

We will apply the procedures described in this letter to solely assist Authority in the determining the status of the agreed-upon procedures which Authority has specified below for the fiscal year ended June 30, 2024:

- Review adjusted trial balances.
- Review capital asset and depreciation schedules.
- Review fund journal entries.
- Review government-wide adjustments.
- Review draft financial statements.
- Complete or review GASB 34 disclosure checklist.

By signing this engagement letter, Authority agrees to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement which is to eliminate financial reporting weaknesses. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain Authority's written agreement to the procedures to be applied and Authority's acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the audit review. In addition, we have no obligation to perform any procedures beyond those to which Authority agrees.

We plan to begin our procedures when we receive the necessary documents from the Authority's auditors, and, unless unforeseeable problems are encountered, the engagement should be completed within two weeks after receiving the documents.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Authority's Board of Directors. If we encounter restrictions in performing our procedures, we will discuss the matter with the Authority. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to the Authority.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- Authority refuses to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- Authority fails to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the audit review, we will communicate such matters to Authority.

Authority agrees to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

Authority is responsible for the audit review. In addition, Authority is responsible for providing us with (1) access to all information of which Authority or the appropriate party is aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from the Authority that, among other things, will confirm Authority's responsibility for the audit review.

Chris Palis, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will range from \$2,500.00 to \$3,000.00. Authority will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. Additional expenses are estimated to be \$85.00 to \$250.00 per our hourly billing rate. The fee estimate is based on anticipated cooperation from Authority's consultants and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with Authority and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if Authority's account becomes 60 days or more overdue and will not be resumed until Authority's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. Authority will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist Authority and believe this letter accurately summarizes the significant terms of Burton's engagement. If you have any questions, please let us know. If Authority is in agreement with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with Authority will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,



Burton Accounting, P.L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of Authority.

Montrose Redevelopment Authority

By: _____

Title: _____

Date: _____

Montrose TIRZ 27 Board Meeting May 20th, 2024: Knudson

Report Knudson Activity with the Montrose TIRZ:

General Board:

- Checked the City of Houston Plat Report for new plats within the TIRZ boundaries
- Took meeting minutes and created agendas for all Committee meetings;
- Helped with information sharing between the Montrose TIRZ and the City of Houston;
- Assisted in technical help to the Directors;
- Efforts to make updates to the Montrose TIRZ website with the help of the Webmaster;
- Updated and populated the Montrose TIRZ #27 Shared Folder use for simplified information sharing;
- Managed the Montrose info email;
- Provided Knudson reports for the TIRZ Board Book.

Affordable Housing Committee:

- Attended 1 Committee Meeting;
- Attended the April 24th Affordable Housing Workshop No. 2
- Updated stakeholder database and property value list in Montrose

Projects and Planning Committee:

- Attended 1 Committee meetings;

Finance Committee:

- No Board Action needed

Public Engagement Committee:

- Attended 1 Committee meetings;
- Managed the Montrose info email;