

**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 **Monday, March 17, 2025, at 6:30 p.m., at St. Stephens Episcopal Church, 1827 W. Alabama Street, Havens Center, Houston, Texas***, with supplementary access via Zoom videoconference; **REGISTRATION FOR THE VIDEOCONFERENCE IS REQUIRED and can be done at <https://tinyurl.com/3auxcfxa>.** The purpose of the meeting is 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 meeting to order.
2. Minutes.
3. Introduction of new Directors and recognition of outgoing Directors.
4. Receive reports from:
 - a. bookkeeper;
 - b. Gauge Engineering;
 - c. The Goodman Corporation;
 - d. Projects and Planning Committee; and
 - e. Public Engagement Committee.
5. Receive public comment.

(In accordance with the registration procedure found on the last page of this agenda, 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.)
6. Authorize payment of invoices.
7. Authorize appropriate action for the following projects:
 - a. Montrose Boulevard Improvements, Segment One, including consider proposals for construction management and inspection, construction materials testing, and construction phase services.

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.

8. Authorize appropriate action, if any, from the following reports:
 - a. The Goodman Corporation, including authorize grant applications for H-GAC and Community Project Funding Requests and authorize Board Chair to provide letters of local share commitment; and
 - b. Public Engagement Committee.
9. FY 2026 Budget and Process.
10. Announcements regarding workshops, seminars, and presentations relating to Zone and Authority matters.
11. Discuss meeting schedule and proposed agenda items for upcoming Board meeting(s).



Attorney for the Zone

***The Board will conduct an in-person meeting at its physical meeting location. As an accommodation, 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, provided they indicate their intention to make public comment in the manner requested by the Board prior to the commencement of the public comment period. 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/3auxcfxa> 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.**

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") reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney about Pending or Contemplated Litigation), Section 551.072 (Deliberations about Real Property), Section 551.073 (Deliberations about Gifts and Donations), Section 551.074 (Personnel Matters), Section 551.076 (Deliberations about Security Devices), and Section 551.087 (Economic Development).

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.

MINUTES
REINVESTMENT ZONE NUMBER TWENTY-SEVEN, CITY OF HOUSTON, TEXAS
AND
MONTROSE REDEVELOPMENT AUTHORITY, CITY OF HOUSTON, TEXAS

February 17, 2025

The Board of Directors (the “Board”) of Reinvestment Zone Number Twenty-Seven, City of Houston, Texas (the “Zone”) and Montrose Redevelopment Authority, City of Houston, Texas (the “Authority”) met in regular session, open to the public, at the Havens Center, St. Stephen’s Episcopal Church, 1827 W. Alabama Street, Houston, Texas, 77098, inside the boundaries of the Zone, with supplemental access by teleconference and videoconference available to the public, on the 17th day of February, 2025, and the roll was called of the members of the Board:

Matt Brollier	Position 1 Chair
Abby Noebels	Position 2
Murad Ajani	Position 3
Eureka Gilkey	Position 4
Robert Guthart	Position 5
Jeffrey Watters	Position 6
Helen Zunka	Position 7

and all of the above were present in person, except Directors Noebels and Gilkey, thus constituting a quorum.

Also attending the meeting, either in person or via videoconference, were: Tom Combs of Tom Combs and Associates LLC; Brian Sparks of Triton Consulting Group, Inc.; Jennifer Curley, representing the City of Houston (the “City”); Geoff Carleton of Traffic Engineers, Inc. (“TEI”); Jennifer Landreville of ETI Bookkeeping; Patti Joiner and Walter Morris of Knudson LLP (“Knudson”); Kristi Miller of The Goodman Corp. (“Goodman”); Muhammad Ali and David Greaney of Gauge Engineering (“Gauge”); members of the public as shown on the sign in sheet attached hereto; and Alia Vinson, Suewan Johnson, and Alyssa Peruchini of Allen Boone Humphries Robinson LLP (“ABHR”).

ESTABLISH QUORUM AND CALL TO ORDER

Chair Brollier called the meeting to order at 6:33 p.m.

MINUTES

The Board reviewed the minutes of the January 13, 2025, regular meeting. After review and discussion, Director Guthart moved to approve the minutes as presented. Director Ajani seconded the motion, which carried unanimously.

RECEIVE REPORTS

BOOKKEEPER'S REPORT

Ms. Landreville reviewed the monthly financial and bookkeeping report, a copy of which is attached.

GAUGE ENGINEERING

Mr. Ali reviewed the engineer's report, a copy of which is attached, and provided an update on the projects outlined in the report.

MONTROSE BOULEVARD, SEGMENT ONE UPDATE

Mr. Ali provided an update on the status of the Montrose Boulevard, Segment One, project and responded to questions from the Board regarding the bidding process for same. Mr. Ali also provided information regarding coordination with the City on plan approval and design details. He added that Gauge is collaborating with the Public Engagement Committee to develop public engagement materials.

MONTROSE SAFE ROUTES TO SCHOOL CONNECTIONS PROJECT DESIGN

Mr. Ali provided an update on the design of the Montrose Safe Routes to School Connections project and responded to questions from the Board regarding same.

CHERRYHURST SIDEWALK IMPROVEMENTS

Mr. Ali updated the Board on the status of the Cherryhurst Sidewalk Improvements project.

W. ALABAMA STREET IMPROVEMENT PROJECT

Mr. Ali updated the Board on the status of the W. Alabama Street Improvement project, and responded to questions from the Board.

THE GOODMAN CORP.

Ms. Miller reviewed the ongoing work of Goodman, including the pursuit of funds for certain Authority projects. She reviewed upcoming funding opportunities, including projects, project costs, application costs, and due dates. Ms. Miller also reviewed a map of the Zone wherein Goodman created four quadrants labeled "Project Zones" - Northwest Quadrant, Southwest Quadrant, Northeast Quadrant, and Southeast Quadrant. Ms. Miller provided additional details and responded to questions from the Board regarding potential projects for

which the Authority may pursue funding, including Montrose Neighborhood Greenways, Southeast Zone sidewalk improvements, and Northeast Zone sidewalk improvements.

FINANCE COMMITTEE

There was no report from the Finance Committee.

PROJECTS AND PLANNING COMMITTEE

Chair Brollier reviewed the ongoing work of the Projects and Planning Committee, as reflected in the February 7, 2025, committee report. Chair Brollier responded to questions from the Board regarding projects within the Zone.

PUBLIC ENGAGEMENT MATTERS

Director Zunka reviewed the ongoing work of the Public Engagement Committee, as reflected in the February 12, 2025, committee report. Director Zunka responded to questions from the Board regarding communication plans, outreach, and other engagement matters for projects within the Zone.

AFFORDABLE HOUSING MATTERS

There was no report from the Affordable Housing Committee.

RECEIVE PUBLIC COMMENT

Julie Young expressed her support for the redesign of the Montrose Boulevard, Segment One, project.

Steve Longmire commented on the proposed construction schedules for the W. Alabama Street Improvement project and the Montrose Boulevard, Segment Two project. He commented on the proposed striping of lanes along W. Alabama Street. Steve commented on the proposed designated bike lane along Stanford Street and Harris County Precinct One's contribution towards the project.

Kevin Strickland commented on the W. Alabama Street Improvement project plans and the exclusion of bike facilities noting the federal appropriation secured by Representative Fletcher's included bike facilities. Kevin inquired about how construction will impact people as well as vehicle traffic. He also inquired about certain attorney general fees from the Authority's bond issuance. Kevin requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Maryann Fried shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

William Johnson requested certain information specific to the W. Alabama Street Improvement project including paving materials, time frame for public comment for the project, coordination with the pipeline construction project along Kipling Street, and proposed impacts to side streets. William inquired about the Highway 59 bridge lights.

Alex Spike shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project, and discussed the Friends of the Boulevard postcard campaign. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Evelyn Spike shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She discussed traffic light synchronization and requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Alondra Torres shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Sam Wagner inquired about grant monies received for certain Zone projects and the removal of bike facilities from the plans of same. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Laura Conely shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Sarah Frasier expressed her support for the redesign of the Montrose Boulevard, Segment One, project, and inquired about certain developments along Montrose Boulevard.

Jenna Secardo thanked the Board for certain Authority website improvements and shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Chris Parma shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Vivian Song shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project.

DRAFT

Margo Fendrich shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Andrew Sneed shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Nicole Hagerson stated that she works at the Cherryhurst Recreation Center and discussed requested improvements for same.

Radu Tutos shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Jose Cosco Rodriguez shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Lloyd Matzner thanked Chair Brollier for meeting with the Neartown Civic Association. He shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. Lloyd asked questions related to Montrose Boulevard and the Montrose Safe Routes to School projects, including project and design costs, speed bumps, and the width of certain sidewalk improvements. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Alexia Hernandez shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Beth Shook shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

David Centanni shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Rebecca Jasso expressed her support for the redesign of the Montrose Boulevard, Segment One, project, and provided comments related to public engagement efforts.

Katy Rais inquired about the Montrose Safe Routes to School project and public engagement efforts.

DRAFT

Meghan Spear shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Medhi Rais inquired about the Montrose Safe Routes to School project and requested variances for the project.

Efosa Ewansiha shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Gia Longworth shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Kit Frieden Shook shared her disappointment of the redesign of the Montrose Boulevard, Segment One, project. She requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

David Goozey shared his disappointment of the redesign of the Montrose Boulevard, Segment One, project. He requested that the Board vote against awarding the contract for the Montrose Boulevard, Segment One, project.

Ms. Vinson responded to Kevin Strickland's question regarding the Attorney General fees associated with the Series 2023 Tax Increment Contract Revenue Bonds.

AUTHORIZE PAYMENT OF INVOICES

The Board reviewed the invoices submitted and included in the bookkeeper's report. The Board noted that the Hollaway Environmental & Communications ("Hollaway") check has been removed from the roster of checks for approval this month. Ms. Vinson responded to an inquiry from Director Watters regarding additional information and back up for the Tom Combs and Associates invoice.

After review and discussion, Director Guthart moved to approve the bookkeeper's report and authorize payment of the invoices, with the exception of check no. 2389, payable to Hollaway. Director Ajani seconded the motion, which carried unanimously.

AUTHORIZE APPROPRIATE ACTION FOR PROJECTS

MONTROSE BOULEVARD IMPROVEMENTS, SEGMENT ONE

Mr. Ali responded to earlier public comments as well as questions from the Board related to the Montrose Boulevard, Segment One, project. Ms. Curley responded to questions from the Board.

DRAFT

Mr. Ali stated that four bids were received for construction of the Montrose Boulevard, Segment One, project. He recommended that the Board award the contract to MC² Civil, LLC ("MC²"), the lowest bidder, in the amount of \$17,896,003.00. Following discussion, the Board concurred that, in its judgment, MC² was a responsible bidder who would be most advantageous to the Authority and would result in the best and most economical completion of the project.

Following review and discussion, Director Guthart moved to award the Montrose Boulevard, Segment One, project to MC². Director Zunka seconded the motion. The motion passed, with Directors Guthart, Zunka, Ajani, and Broilier voting "aye" and Director Watters voting "nay."

W. ALABAMA STREET IMPROVEMENT PROJECT

Mr. Ali reviewed a proposal from Gauge to revise the Design Concept Report for the W. Alabama Street Improvements project from Shepherd Drive to Spur 529, in the amount of \$89,995.00.

Following review and discussion, Director Guthart moved to approve the proposal from Gauge for the revised Design Concept Report for the W. Alabama Street Improvements project. Director Zunka seconded the motion. The motion passed, with Directors Guthart, Zunka, Ajani, and Broilier voting "aye" and Director Watters voting "nay."

MONTROSE SAFE ROUTES TO SCHOOL CONNECTIONS DESIGN

Mr. Ali responded to earlier public comments as well as questions from the Board related to the Montrose Safe Routes to School Connections project. In connection with the project, Mr. Ali reviewed a task order from Gauge for the supplemental design services for additional sidewalks for the Montrose Safe Routes to School Connections, in the amount of \$228,370.00.

Following review and discussion, Director Guthart moved to approve the proposal from Gauge for the supplemental design services for the Montrose Safe Routes to School Connections project. Director Ajani seconded the motion. The motion passed, with Directors Guthart, Zunka, Ajani, and Broilier voting "aye" and Director Watters abstaining.

CHERRYHURST SIDEWALK IMPROVEMENTS

There was no action taken by the Board on this agenda item.

AUTHORIZE APPROPRIATE ACTION FROM REPORTS

GOODMAN

Ms. Miller requested authorization for Goodman to pursue certain grant applications, as discussed. Following review and discussion, Director Guthart moved to authorize Goodman to pursue the grant applications as discussed. Director Zunka seconded the motion, which carried unanimously.

PUBLIC ENGAGEMENT COMMITTEE

The Board considered authorizing the Public Engagement Committee to create and distribute informational materials in connection with the Montrose Boulevard, Segment One, project, in an amount not to exceed \$15,000.00. Following discussion and the recommendation of the Public Engagement Committee, Director Zunka moved to authorize the expenditure of an amount not to exceed \$15,000.00 for the Montrose Boulevard, Segment One, project. Director Ajani seconded the motion, which carried unanimously.

ANNOUNCEMENTS REGARDING WORKSHOPS, SEMINARS, AND PRESENTATIONS RELATING TO ZONE AND AUTHORITY MATTERS

There was no discussion on this matter.

DISCUSS MEETING SCHEDULE

The Board noted that the next Authority meeting is planned for March 17, 2025, at 6:30 p.m. at St. Stephen's Episcopal Church, the Havens Center, 1827 W. Alabama Street, Houston, Texas, 77098.

ADJOURN

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

Secretary, Board of Directors

LIST OF ATTACHMENTS TO MINUTES

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Monthly financial and bookkeeping report	2
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Montrose Redevelopment Authority / TIRZ No. 27

Cash Management Report

February 28, 2025

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, 2025

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	13,821,460.60	15,217,367.27	347,828.12	29,386,655.99
Revenue	99,872.58	50,758.60	1,121.78	151,752.96
Expenditures	180,416.90	42,145.85	337,209.38	559,772.13
Ending Balance	13,740,916.28	15,225,980.02	11,740.52	28,978,636.82

NOTES:

Date	Series	Principal	Interest	Total
9/1/2024	2023	520,000.00	350,209.38	870,209.38
3/1/2025	2023		337,209.38	337,209.38
			Total FYE 2024	1,207,418.76

General Operating Fund

BEGINNING BALANCE: **13,821,460.60**

REVENUE:

Stellar Bank Interest	7.84		
TexPool Interest	45,837.98		
Due from CPF	42,145.85		
Voided Check (s) 2271 & 2389	11,880.91		
Total Revenue:			99,872.58

DISBURSEMENTS:

Checks Presented At Last Meeting	180,413.84		
Checks Written at/after Last Meeting	0.00		
Bank Charges	3.06		
Total Expenditures			180,416.90

Ending Balance: **13,740,916.28**

Location of Assets:

Institution	Investment Number	Interest Rate	
Stellar Bank	*5200	0.1000	21,693.27
TexPool	*0001	4.3555	13,719,223.01
Total			13,740,916.28

Operating Fund 01-31-2025 Balance	13,740,916.28		
Less Checks Presented at meeting	-131,390.94		
Projected Ending Balance	13,609,525.34		

TIRZ 27 - Montrose RA
Checks Presented
March 17, 2025

Num	Name	Description	Amount
2396	Allen, Boone, Humphries, Robinson LLP	Legal Fees	-31,757.33
2397	Equi-Tax Inc.	Tax Roll Management	-637.50
2398	ETI Bookkeeping Services	Bookkeeping Fee	-1,674.69
2399	VOID	VOID	0.00
2400	January Advisors	Consultant Fees	-213.75
2401	Knudson, LP	Professional Consultant	-28,473.21
2402	McCall Gibson Swedlund Barfoot PLLC	Auditing Fee	-14,000.00
2403	St. Stephen's Episcopal Church	Meeting Room Rental	-125.00
2404	The Goodman Corporation	Planning Consultant	-6,200.00
2405	Tom Combs & Associates	Consultant Fees	-9,500.00
2406	ZM Interests, LP	Rent- March	-495.00
2407	Gauge Engineering, LLC	Engineering Fees	-27,196.46
2408	Gauge Engineering, LLC	Engineering Fees- Capital Projects	-11,118.00
Total			-131,390.94

Capital Projects Fund

BEGINNING BALANCE		15,217,367.27
REVENUE		
TexPool Interest	50,758.60	
Voided Check(s)	0.00	
Total Revenue		50,758.60
EXPENDITURES		
Checks Presented at Last Meeting	0.00	
Checks Written at/after Last Meeting	0.00	
Due to GOF	42,145.85	
Total Expenditures		42,145.85
ENDING BALANCE		15,225,980.02

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0004	4.3555	15,193,591.53
		Total	15,225,980.02

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

	Amount Approved	Distribution	Variance
<u>Approved Bond Project</u>			
Montrose Blvd Phase 1	14,172,870	168,464	14,004,406
Total Bond Project Cost	14,172,870	168,464	14,004,406
<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	1,483,304	14,004,406
Interest Earned			1,221,574
Ending Bank Balance			15,225,980

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

Debt Service Fund

BEGINNING BALANCE		347,828.12
REVENUE		
Bond Proceeds	0.00	
Texpool Interest	1,121.78	
Voided Check (s)	0.00	
Total Revenue		1,121.78
EXPENDITURES		
Debt Service Interest Payment	337,209.38	
Debt Service Principal Payment	0.00	
Trustee Fee	0.00	
Total Expenditures		337,209.38
ENDING BALANCE		11,740.52

Location of Assets:

Institution	Investment Number	Interest Rate	Current Balance
TexPool	*0002	4.3555	11,740.52
		Total	11,740.52

Montrose Redevelopment Authority / TIRZ 27
Investment Report
February 28, 2025

SCHEDULE OF INVESTMENTS

Investment Pools

Fund	Location Of Assets	Interest Rate	Beginning Balance		Interest Earned	Deposits or (Withdrawals)	Ending Balance		
			Market	N.A.V.			Market	N.A.V.	
GOF	TexPool	4.3555	13,806,895.81	1.00012	13,805,239.18	(131,854.15)	13,720,855.60	1.00012	13,719,223.01
CPF	TexPool	4.3555	15,219,193.35	1.00012	15,217,367.27	(42,145.85)	15,227,791.91	1.00012	15,225,980.02
DSF	TexPool	4.3555	347,869.86	1.00012	347,828.12	(337,209.38)	11,741.92	1.00012	11,740.52

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	16,221.42	7.84	5,464.01	21,693.27

Collateral Pledged in Addition to FDIC

Depository Institution	Total Funds On Deposit	Custodial Institution	Securities Pledged	Collateral Description	Par Value	Market Value
Stellar Bank	21,693.27	FHLB-Dallas	1,000,000	LOC	1,000,000	1,000,000

Certification:

The Authority's investments are in compliance with the investment strategy as expressed in the Authority'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 investment lists prepared and maintained by the Texas Comptroller of Public Accounts, and the Authority does not own direct or indirect holdings in any companies identified on such lists.

Bookkeeper _____

Investment Officer _____

Investment Officer	Date Assumed Office	Training Completed
Jennifer Landreville	1/13/2020	10/25/2024

TIRZ 27 - Montrose RA
Profit & Loss Budget vs. Actual
February 2025

	February			Year to Date (8 Months)			Annual
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Income							
6-4320 · Increment Collections	0	0	0	6,953,578	7,120,140	-166,562	7,120,140
6-4330 · Interest	45,846	4,167	41,679	454,539	33,333	421,206	50,000
6-4336 · Grants	0	638,619	-638,619	0	5,108,948	-5,108,948	7,663,422
Total Income	45,846	642,786	-596,940	7,408,117	12,262,421	-4,854,304	14,833,562
Expense							
6-6300 · Salaries and Benefits	28,473	6,000	22,473	137,246	48,000	89,246	72,000
6-6320 · Legal Fees	31,757	10,000	21,757	214,000	80,000	134,000	120,000
6-6321 · Auditing Fees	14,000	10,000	4,000	17,000	10,000	7,000	10,000
6-6322 · Engineering Fees	0	4,167	-4,167	13,994	33,333	-19,339	50,000
6-6323 · Planning Consultants	6,200	4,167	2,033	28,802	33,333	-4,531	50,000
6-6324 · Affordable Housing Consultant	0	5,833	-5,833	2,948	46,667	-43,719	70,000
6-6333 · Accounting	2,044	1,583	461	15,191	12,667	2,524	19,000
6-6334 · Tax Roll Management	638	667	-29	5,400	5,333	67	8,000
6-6353 · Insurance / Bonds	0	0	0	2,372	5,000	-2,628	5,000
6-6370 · Board Meeting Expense	125	0	125	750	0	750	0
6-6410 · Montrose Collective Reimburse	0	0	0	168,409	0	168,409	0
6-6430 · COH Municipal Services	0	0	0	189,901	196,546	-6,645	196,546
6-6431 · COH Admin Fee	0	0	0	356,007	356,007	0	356,007
6-6450 · Public Engagement Expenses	0	5,000	-5,000	22,365	40,000	-17,635	60,000
6-6460 · Board Development	0	417	-417	0	3,333	-3,333	5,000
6-7000 · Capital Expenditure							
6-7206 · Workforce/Affordable Housing	0	62,500	-62,500	0	500,000	-500,000	750,000
6-7214 · Dallas Bikeway	0	0	0	3,156	0	3,156	0
6-7217 · Sidewalk Program/ Safe	27,196	29,167	-1,971	229,130	233,333	-4,203	350,000
6-7218 · Montrose Blvd - Reconstruction	0	617,500	-617,500	200,908	4,940,000	-4,739,092	7,410,000
6-7222 · Safe Route to School Sidewalk	0	0	0	64,209	0	64,209	0
6-7223 · W Alabama Street	0	62,500	-62,500	0	500,000	-500,000	750,000
6-7224 · West Gray - Dallas to Allen Pky	0	0	0	87,213	0	87,213	0
6-7226 · W Gray from Woodhead to Montros	0	110,833	-110,833	0	886,667	-886,667	1,330,000
6-7228 · Houston Public Library - Montro	0	83,333	-83,333	0	666,667	-666,667	1,000,000
6-7229 · Montrose Public Safety	0	20,833	-20,833	0	166,667	-166,667	250,000
6-7000 · Capital Expenditure - Other	8,500	0	8,500	45,815	0	45,815	0
Total 6-7000 · Capital Expenditure	35,696	986,666	-950,970	630,431	7,893,334	-7,262,903	11,840,000
6-7390 · Transferred to Debt Service	0	0	0	1,210,644	0	1,210,644	0
6-7395 · Miscellaneous Expense	9,770	0	9,770	43,921	0	43,921	0
6-9000 · Payroll Expenses	0	0	0	765	0	765	0
Total Expense	128,703	1,034,500	-905,797	3,060,146	8,763,553	-5,703,407	12,861,553
Net Income	-82,857	-391,714	308,857	4,347,971	3,498,868	849,103	1,972,009

PROGRESS REPORT

MARCH 2025

MONTROSE/TIRZ 27



MONTROSE BOULEVARD IMPROVEMENTS, SEGMENT ONE

- Issued 'notice of intent to award' letter to contractor
- Obtained all post-bid docs from contractor and submitted them to ABHR for review.
- Worked on post card and flyer for public engagement team.
- Submitted final signed/sealed plans to HPW
- Developed proposals for
 - Construction Management and Inspection
 - Construction Materials Testing
 - Construction Phase Services

MONTROSE SAFE ROUTES TO SCHOOL CONNECTIONS

- Design is ongoing.
- Final traffic report submitted to HPW
- Waiting for signed supplemental sidewalk design services task order from the City.
- Meeting with TIRZ 4 (Forth Ward) to discuss partnership opportunities has been scheduled for March 25

CHERRYHURST SIDEWALK IMPROVEMENTS

- Design is ongoing.
- 90% plans to be submitted in mid-March.

WEST ALABAMA

- Waiting for signed task order from the City.

Montrose Redevelopment Authority Status Update

As of March 13, 2025

FTA Recipient Status

- Under review by Federal Transit Administration (FTA)

Grant Management, NEPA, and Compliance Services

Projects: Waugh Drive Bike Lane, Montrose Safe Routes to School Connections, Cherryhurst Area Sidewalks

- On hold pending FTA recipient status
- Under final review from legal

TxDOT Transportation Alternatives (pending award)

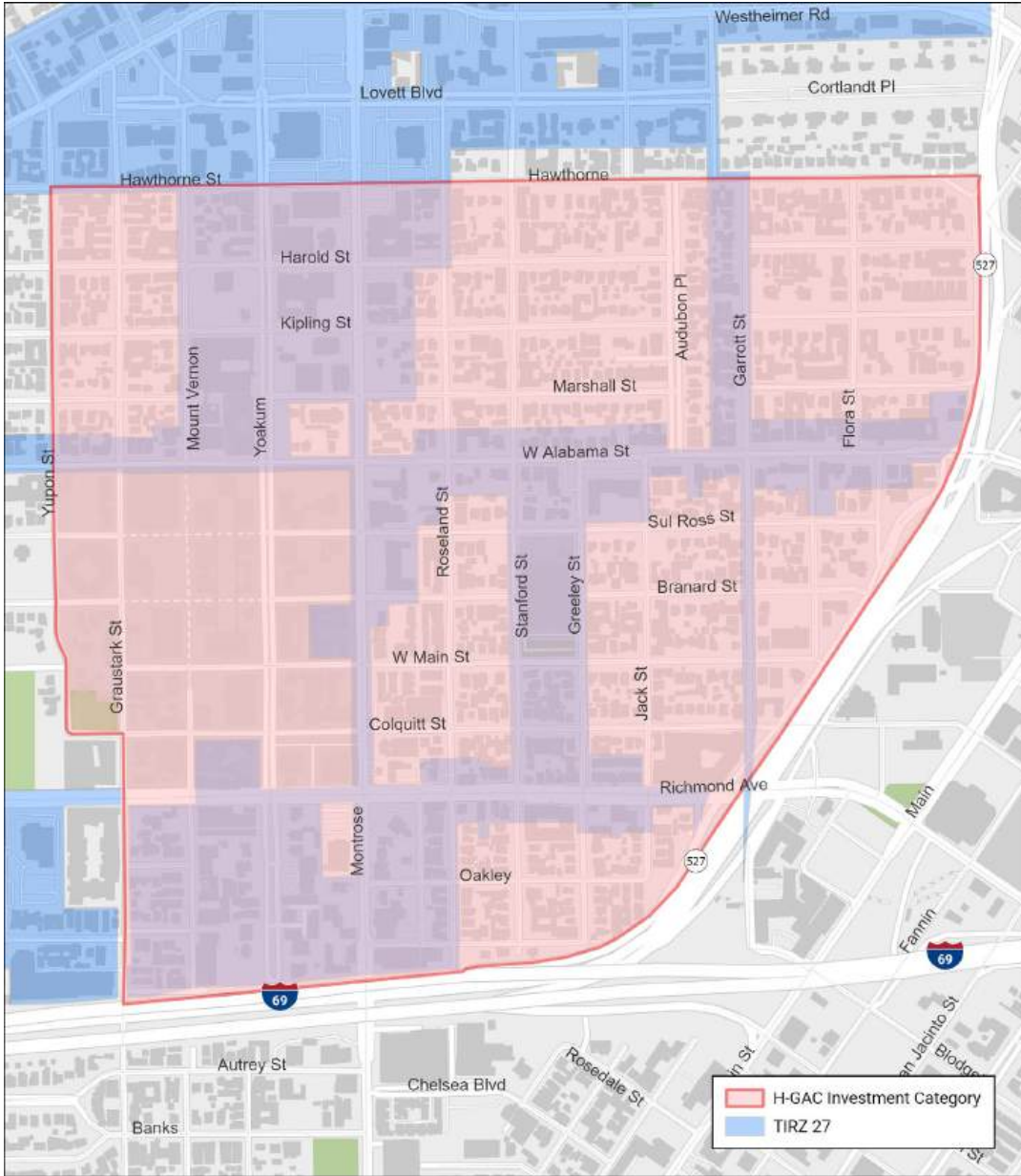
- Montrose Neighborhood Greenways (Planning Study) Preliminary (Phase 1) Project Application Submitted on February 20, 2025; Applicants will be notified in April if selected to submit a Detailed Application (Phase 2)
- Estimated Project Cost: \$500,000; Estimated Local Match (20%): \$100,000
- Scope: To create a multimodal connectivity plan to and from key centers within and adjacent to Montrose, including the development of a wayfinding and signage program, access improvements, landscaping, lighting, and shade treatments through the creation of an off-thoroughfare multimodal network, focusing solely on improvements which can maintain existing vehicular capacity. The study will also evaluate longer term solutions to multimodal connectivity across Spur 5, to better bridge the gap with Midtown Houston.

Overall TGC Funding Pursuit

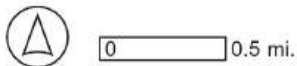
- Pursuit of Funding Balance: \$160,344
- Opportunities and potential project ideas will be discussed first with the Projects and Planning Committee, and with their recommendation, to the Board
- Current opportunities:
 - Houston-Galveston Area Council Call for Projects: pursuing Active Transportation Investment Category
 - Anticipated call for projects: March/April 2025
 - Project: Sidewalk infill in the southeast quadrant of the Zone. See Attachment 1. Estimated cost: \$5M (80/20 match). *Note: Assume the match will be required in FY27*
 - FY26 Congressional Community Project Funding Requests (Earmarks)
 - Anticipated call for projects: March/April 2025
 - Project: Sidewalk infill in the northeastern quadrant of the Zone, that will work to fill in sidewalk gaps not captured in the expanded Montrose SRTS project. See Attachment 2. Estimated cost: \$3M funding request (typically there is not a match commitment).

Attachment 1.

**Boundaries for Sidewalk Improvement and Infill Project – Southeast
Opportunity: H-GAC Investment Category – Active Transportation**



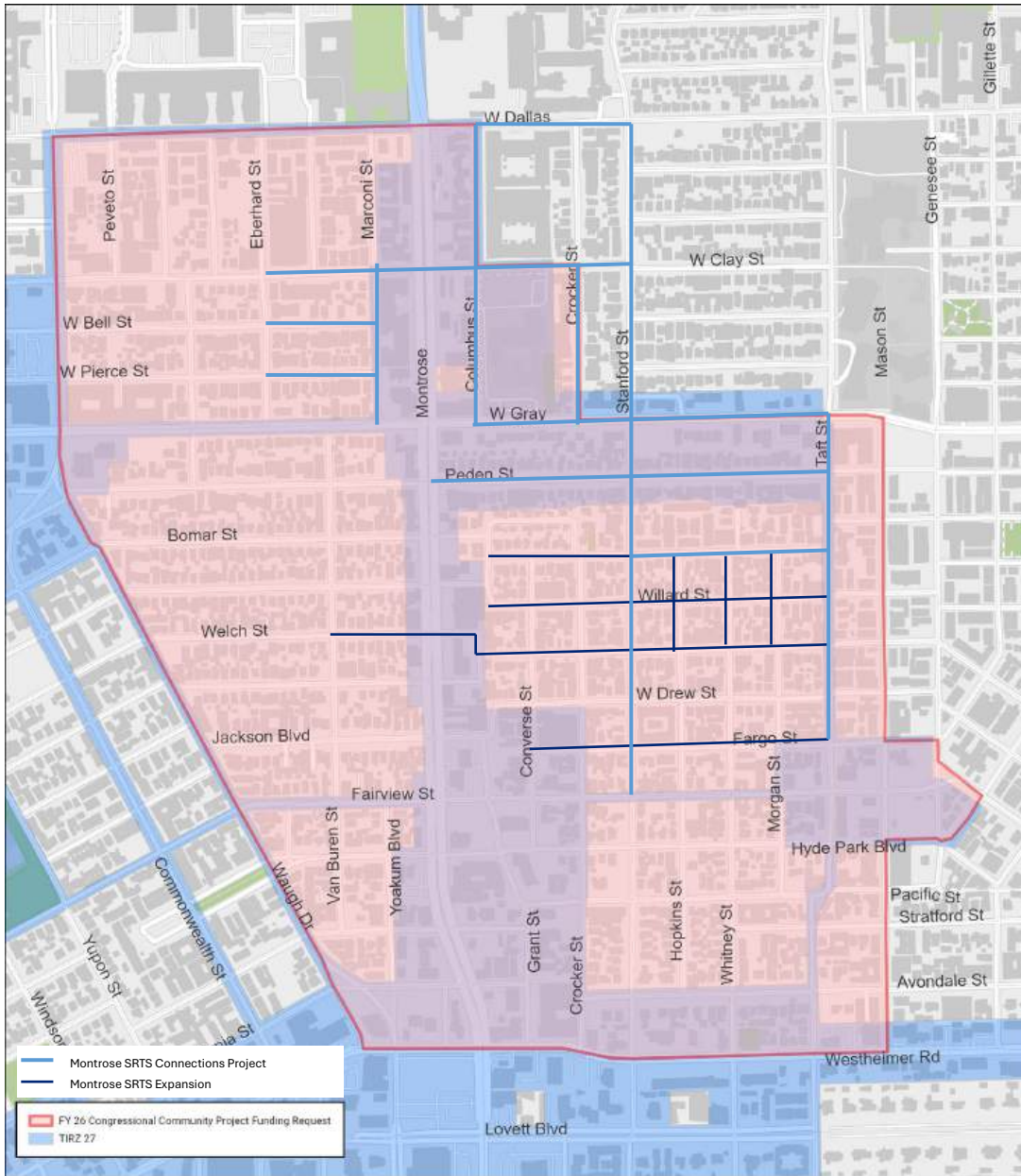
H-GAC Investment Category



Connecting Capital to Communities Since 1980
 TBPE NO. F-19990

Attachment 2.

Boundaries for Sidewalk Improvement and Infill Project - Northeast
 Opportunity: FY25 Community Project Funding Request



FY 26 Congressional Community Project Funding Request



0 0.5 mi.

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

Committee Name: Projects and Planning Committee **Date of Meeting:** 3/7/2025

Chairperson: Matt Brollier

Attendees:

<u>Matt Brollier</u>	<u>Robert Guthart</u>
<u>Alia Vinson</u>	<u>Suewan Johnson</u>
<u>Muhammad Ali</u>	<u>David Greaney</u>
<u>Jim Webb</u>	<u>Jennifer Curley</u>
<u>Patti Joiner</u>	<u>Walter Morris</u>
<u> </u>	<u>Tom Combs</u>

Meeting Report

Agenda

- Gauge Project Status Report
 - Montrose Blvd
 - Cherryhurst
 - Wharton Safe Routes to School project (SRTS)
 - Mandell Corridor
 - Alabama Redesign
- Goodman Corporation Status Report

Notes

- Muhammad with Gauge Engineering presented the project status reports for each project
- The Goodman Corporation discussed actionable items for the March 17th Board Meeting
- The Committee discussed upcoming action items regarding the Montrose Blvd project

Tax Increment Reinvestment Zone (TIRZ) #27 – Montrose

Committee Report Form**Committee Name:** Public Engagement Committee
Meeting**Date of Meeting:** 3/3/2025**Chairperson:** Helen Zunka**Attendees:**

Helen Zunka

Muhammad Ali

Walter Morris

Matt S. Brollier

Patti Joiner

Suewan Johnson

Tom Combs

Meeting Report**Agenda**

- Discussion regarding Montrose Blvd Project engagement materials, noticing, and signage
 - Use of mail house – E-Z Mail Management
 - Social Media
 - Project materials for door hangers/post cards
 - Project signage for multifamily apartments
 - Website updates
- Discuss response to Dominic Walsh
- Assign Board Members or Consultants to Speak at each Super Neighborhood
- Discuss range of noticing
- Discuss contractor to hand out door hangers
- Discussion regarding Montrose Website Updates
 - Updating and improving maps
 - Review and rebuilding of website
- Discussion regarding graphic designer and copywriter
- Discuss use of geofencing
- Discuss Facebook ads

Notes

- The Committee discussed the engagement materials and action items regarding the Montrose Blvd Project
- The Committee discussed a response to Dominic Walsh with Houston Public Media
- The Committee discussed action items regarding future public engagement material quotes, needs, and review

TASK ORDER



March 12th, 2025

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

Re: Proposal for Construction Management and Inspection – Montrose Blvd – Segment 1 Improvements

Dear Chair Brollier,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for Construction Management and Inspection for the Montrose Boulevard – Segment 1 project. We propose to perform these services over the 14-month construction duration for a Time and Material amount of \$398,660. A detailed breakdown of the scope items and fee can be found under Exhibits "A" and "B".

Please feel free to contact me at (832) 968-9981 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "David G. Greaney".

David G. Greaney, P.E.
Project Manager

A large, stylized handwritten signature in blue ink, likely belonging to Muhammad Ali.

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

Attachments: Exhibit A - Scope of Services
Exhibit B - Level-of-Effort

**EXHIBIT A
SCOPE OF SERVICES**

MONTROSE BOULEVARD – SEGMENT 1 IMPROVEMENTS

CONSTRUCTION MANAGEMENT & INSPECTION

Construction Management (CM) Services: The Construction Manager shall provide the following services:

- A. Provide evidence that all required permits, licenses and certificates have been obtained and assist in coordinating work performed by the contractor and provide this information to the City/TIRZ.
- B. Review contractor's schedule to make sure that it's consistent with the contract requirements. Monitor the contractor's daily and monthly progress and compare it against scheduled progress. When anticipating schedule-related problems, work with the Contractor to analyze suggestions as to how to regain time lost on schedule delays. Initiate and conduct job coordination and progress reporting meetings to review actual progress and near-term future work.
- C. Prepare a monthly summary progress report for the project to be presented at the monthly TIRZ 27 board meeting. The progress report shall present an assessment of the current status of the project and work remaining.
- D. Coordinate with the Stakeholders, City of Houston, utility companies, and others who may be involved in the project.
- E. Receive, log, and process Requests for Information (RFI's) and interpretations of the plans, specifications, and contract documents. Where appropriate, the requests shall be forwarded to the Engineer for response.
- F. Receive and evaluate Change Proposals to the Contract and proposed Change Orders. These may be the result of change conditions, interferences or other causes identified by the Contractor, or requested by the CM. Proposal and Change Order procedures shall meet the City's reporting and contractual requirements including evaluation of the impact of the potential change in terms of the contract, the project cost and the schedule. The CM will coordinate with Engineers for recommendations. The CM shall conduct negotiations with the Contractor and prepare all necessary Proposals and Change Order documentation for appropriate approvals by the TIRZ 27 and the Contractor.
- G. Review all progress payment requests submitted by the contractor and make recommendations for payment to the TIRZ. Contractor's monthly pay estimates will be reviewed based on quantities completed during the month.
- H. Maintain the records provided by the material testing firm. Review monthly testing invoices and make recommendations for payment to the TIRZ.
- I. Investigate customer complaints within 24 hours of receiving the complaint concerning the contractor's operations, such as traffic problems, open trenches, unpatched streets, unclean work sites, water service outage, etc. The CM shall advise the Contractor and TIRZ 27 of the complaints and any proposed remedies.
- J. Establish and maintain files for all construction-related project documents, including contracts, drawings, specifications, correspondence, requests for information, submittals, shop drawings and other documents. The CM shall maintain financial records for the project, including payment requests and supporting

documentation. The CM shall maintain record drawings and specifications and shall coordinate in consultation with the Engineers, the incorporation of field changes and information from the Contractor's as-built "red-line" drawings into the Record Drawings. The CM shall confirm that all items required under the terms of the contract as a condition of final payment issuance.

- K. At the end of the project, receive submittals/shop drawings from the Contractor and will coordinate the review/approval process of these items with the Engineers. The Engineer shall maintain a log to track the review process.
- L. Prepare weekly updates for montrosehtx.org
- M. Prepare postcard and one page flyer.

Construction Inspector Services: The Inspector shall provide the following services:

- A. Observe contractor's work and material furnished to confirm that they are in general conformance with the drawings and specifications. This includes checking the Contractor's material certifications and samples, observing and verifying delivered materials are the same as the samples and may, if required by the City or TIRZ 27, include performing shop visits of Contractor furnished material and equipment.
- B. Review the Contractor's traffic control methods with the submitted traffic control plans and identify any noncompliance. The Inspector shall verify governmental agency approvals are received prior to traffic relocations.
- C. Coordinate the sampling and testing of materials to be performed by Construction Materials Testing Consultant.
- D. Include quantities completed and materials received in the daily reports to verify monthly progress. Inspector's daily reports shall be reviewed against the plans and previously reported completed work.
- E. Provide a substantial completion inspection of the project working with the CM and prepare for TIRZ/City's approval of Certificate of Substantial Completion and a list of work to be completed or corrected.
- F. Provide a final inspection of the project working with the City's Project Manager and CM. The Engineer shall prepare a Certificate of Final Completion and other closeout documentation for approval by the City.

Note:

Contractor's safety program, as well as the means and methods of construction, shall remain the whole and exclusive responsibility of the contractor. Gauge will not be responsible for the contractor's means, methods, scheduling, sequencing nor safety

TASK ORDER



March 3rd, 2025

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

Re: Proposal for Construction Materials Testing – Montrose Blvd – Segment 1 Improvements

Dear Chair Brollier,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for Construction Materials Testing for the Montrose Boulevard – Segment 1 project. We propose to perform these services over the 11-month construction duration for a Time and Material amount of \$250,976.55. A detailed breakdown of the scope items and fee can be found under Exhibit "A". The total fee with a 10% markup for sub management is summarized in the table below.

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
Construction Materials Testing	\$228,160.50	10%	\$250,976.55

Please feel free to contact me at (832) 968-9981 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "David G. Greaney".

David G. Greaney, P.E.
Project Manager

A large, stylized handwritten signature in blue ink.

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

Attachments: Exhibit A – CMT – Aviles Engineering, Inc.

AVILES

February 28, 2025

Mr. David Greaney, P.E.
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079

Re: Construction Materials Testing and Inspection Services on
Montrose Boulevard Improvements (TIRZ #27)
WBS No. N-T27000-0005-7
Our Proposal Number: 25-13

Mr. Greaney:

In response to your selection of Aviles Engineering Corporation (AEC) providing Construction Materials Testing and Inspection Services on the above referenced project, AEC is pleased to submit the following rates and cost estimate for your review.

AEC proposes to provide experienced technical personnel to perform testing and inspection services in general accordance with project specifications, project plans, ASTM Standards or other applicable procedures when requested. AEC also proposes that the work be accomplished on a unit price basis in accordance with the attached Schedule of Services and Fees and that the work be performed pursuant to agreed General Conditions. Copies of the AEC Schedule of Services and Fees and Estimate are enclosed herewith and are incorporated into this document. AEC's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

AEC will proceed with the work on the basis of verbal authorization; however, please sign and return one (1) copy of this document intact or provide an alternate form of contract for AEC's review. AEC cannot issue any reports until either a signed copy of the document or an alternate form of contract is received. When returning this document or alternate form of contract, please complete the attached Project Data Sheet so that your file can be properly established.

EXHIBIT A

Montrose Boulevard Improvements (TIRZ #27)

Our Proposal Number: 25-13

February 28, 2025

Page 2 of 7

Aviles Engineering Corporation appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase.

Respectfully submitted,
Aviles Engineering Corporation
(TBPE Firm Registration No. F-42)



Shane Ressman, P.E.
Senior Vice President

Schedule of Services & Fees
Project Data Sheet
Estimate (3 Pages)

AGREED TO THIS _____ DAY OF _____, _____

BY: _____

TITLE: _____

FIRM: _____

EXHIBIT A

Montrose Boulevard Improvements (TIRZ #27)

Our Proposal Number: 25-13

February 28, 2025

Page 3 of 7

Aviles Engineering Corporation Schedule of Services and Fees * Construction Materials Testing

LABORATORY TESTING SERVICES

Concrete and Aggregates

Laboratory testing of concrete, grout, mortar and lightweight roof fill cylinders, beams and cubes delivered to our laboratory in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test	Each	\$ 20.00
b. Reserves Not Tested	Each	\$ 20.00
c. Lightweight Concrete Compression Test.....	Each	\$ 20.00
d. Flexural Strength of Concrete Test (Beams)	Each	\$ 31.00
e. Compressive Strength of Mortar or Grout (2" x 2" x 2").....	Each	\$ 26.00
f. Compressive Strength of Grout Prism.....	Each	\$ 53.00
Sieve Analysis of Aggregates	Each	\$ 62.00
Washed Sieve Analysis on Flexible Base Materials	Each	\$ 108.00
Abrasion Test of Aggregates by Los Angeles Machine.....	Each	\$ 236.00
Density of Lightweight Concrete Cylinders	Each	\$ 92.00
Rel. Density & Absorption – Coarse Aggregates.....	Each	\$ 92.00
Rel. Density & Absorption – Fine Aggregates.....	Each	\$ 112.00
Concrete Mix Design Review for Compliance to ACI or ASTM Standards.....	Each	\$ 500.00
Preparation and Testing of Cores.....	Each	\$ 89.00

Soils

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 Method A or B	Each	\$ 231.00
b. ASTM D 1557 Method A or B	Each	\$ 247.00
c. ASTM D-698 & D-1557, Method C.....	Each	\$ 271.00
d. TxDOT Test Method Tex-113-E	Each	\$ 271.00
e. ASTM D 558 on Lime or Cement Treated Soils.....	Each	\$ 256.00
Atterberg Limits Determination (PI)	Each	\$ 71.00
Grain Size Analysis, Mechanical & Hydrometer	Each	\$ 145.00
Lime Series Curve, pH Method	Each	\$ 266.00
Material Finer Than #200 Sieve.....	Each	\$ 55.00
Sieve Analysis on +#200 Sieve Material.....	Each	\$ 65.00
Bearing Ratio Test (CBR), ASTM D-1883, per point (Does not include moisture/density relationship).....	Each	\$ 243.00

EXHIBIT A

Montrose Boulevard Improvements (TIRZ #27)

Our Proposal Number: 25-13

February 28, 2025

Page 4 of 7

LABORATORY TESTING SERVICES, continued

Asphaltic Concrete Testing

a. Molding Specimens (3 Specimens).....	Per Set	\$ 72.00
b. Density (3 Specimens)	Per Set	\$ 61.00
c. Stability (3 Specimens).....	Per Set	\$ 108.00
d. Extraction and Gradation	Each	\$ 230.00
e. Theoretical Specific Gravity	Each	\$ 103.00
Thickness Determination of Asphaltic Concrete Cores	Each	\$ 25.00
Density Determination of Asphaltic Concrete Cores	Each	\$ 55.00
Asphaltic Concrete Mix Design Review	Each	\$ 500.00

Other Items

Compressive Strength of Cement Stabilized Sand or Soil Cement	Each	\$ 81.00
Moisture Content of Soil, Cement Stabilized Sand or Soil Cement	Each	\$ 11.00
Comp. Str. - Cement or LFA Stabilized Bases or Soils (Modified Tex-120-E).....	Each	\$ 292.00
Splitting Tensile Strength of Concrete.....	Each	\$ 124.00
Absorption and Saturation - Facia Brick	Each	\$ 82.00
Compressive Strength - Facia Brick	Each	\$ 38.00
Compressive Strength of Masonry Prisms	Each	\$ 200.00
Thickness Testing of Concrete or Asphaltic Concrete Cores (9 Point)	Each	\$ 30.00

FIELD TESTING SERVICES

Engineering Technician to Perform:

- Concrete Placement Inspection and testing
- Concrete Batch Plant Inspection
- Cylinder/Cube/Beam Pick Up
- Proofrolling Observation
- Concrete Placement and/or Batch Plant Inspection
- Drilled Pier, Pile and/or Foundation Inspection
- Post Tension Inspection
- Soil Cement or Lime Stabilization Inspection
- Field Compaction Testing and Observation
- Laboratory Technician
- Masonry Mortar, Grout or Prism Testing or Inspection
- Base Plate Inspection and Non-Shrink Grout Testing
- Sample Pick Up

Engineering Technician (ACI-I, SB 102, or SB 101) (Minimum 4 Hours)	Per Hour	\$ 65.00
Overtime	Per Hour	\$ 97.50
Senior Engineering Technician (ACI-I and SB 102) (Minimum 4 Hours)	Per Hour	\$ 78.00
Overtime	Per Hour	\$ 117.00
Concrete Pavement Cores (Minimum Fee \$600.00)		
6 Inches Thick or Less, 4 Inch Diameter Bit	Per Core	\$ 119.00
Additional Thickness – (6” to 12”) = \$11.00 per inch; (Over 12”) = \$14.00 per inch		
Coring of Structural Concrete or Core Diameters other than 4”	Will Quote Upon Request	

EXHIBIT A

Montrose Boulevard Improvements (TIRZ #27)

Our Proposal Number: 25-13

February 28, 2025

Page 5 of 7

FIELD TESTING SERVICES, continued

Asphaltic Concrete Pavement Cores (Minimum Fee \$600.00)

a. 6 Inches Thick or Less, 4 Inch Diameter	Per Core	\$	106.00
b. Additional Thickness over 6"	Per Inch	\$	10.00
Reinforcing Steel Inspection (4 Hr. Min.)	Per Hour	\$	90.00
Overtime	Per Hour	\$	135.00
Structural Steel Inspection (4 hr. Min.).....	Per Hour	\$	115.00
Overtime	Per Hour	\$	136.50

Other Services

Use of Nuclear Density Gauge (4 Hour Minimum)	Per Hour	\$	12.00
Fireproofing – Cohesion / Adhesion Test.....	Each	\$	33.00
Fireproofing – Density Test	Each	\$	43.00
Floor Moisture Kit	Each	\$	60.00
UT Equipment	Per Day	\$	103.00
UT Couplant (Minimum Charge of 1 Pint)	Per Pint	\$	30.00
Magnetic Particle Yoke.....	Per Day	\$	45.00
Magnetic Powder (Minimum Charge 0.5 Pounds).....	Per Pound	\$	30.00
Use of James R-Meter	Per Day	\$	75.00
Solids Content of Lime Slurry - Field.....	Per Test	\$	49.00
Skidmore Wilhelm	Per Day	\$	154.00
Field Sieve Analysis.....	Each	\$	12.00
Vehicle Charge (4 Hour Minimum).....	Per Hour	\$	12.00

Engineering Services and Management

Principal or Chief Engineer.....	Per Hour	\$	250.00
Senior Engineer	Per Hour	\$	205.00
Project Engineer	Per Hour	\$	165.00
Graduate Engineer, Project Manager.....	Per Hour	\$	115.00
NICET Level IV	Per Hour	\$	105.00
NICET Level III	Per Hour	\$	100.00
NICET Level II, or TxDOT SB 101 & 102.....	Per Hour	\$	90.00

Remarks

- All hours are portal to portal from 5790 Windfern, Houston, Texas. Fractions of hours will be rounded up and billed to the nearest quarter hour. Overtime is classified as all hours worked over eight (8) hours per day or hours worked before 6:00 am, after 6:00 pm weekdays and any hours worked on Saturdays, Sundays, or Holidays. Overtime will be invoiced at 1.5 times hourly rate. If a special trip is made just to pick up test cylinders, the minimum charge will be lowered to 2 hours for the technician.
- A mileage surcharge rate of \$0.75 per mile will apply for travel exceeding 100 miles per day. Commercial travel and subsistence costs will be invoiced at cost + 15%.
- Badging, safety training courses and drug screen testing will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost + 15%.
- Project Engineer / Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
- Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
- Services and fees not listed will be quoted upon request.

EXHIBIT A

Montrose Boulevard Improvements (TIRZ #27)

Our Proposal Number: 25-13

February 28, 2025

Page 6 of 7

PROJECT DATA SHEET CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

Project Name: _____

Project Location: _____

Your Job No: _____ Purchase Order No: _____

Project Manager: _____ Telephone No: _____

Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____

Attn: _____

() Copies To: _____ () Copies To: _____

Attn: _____

Attn: _____

Invoicing Address: _____

Attn: _____

Site Contact: _____ Telephone No: _____

Other Pertinent Information: _____

**CONSTRUCTION MATERIALS TESTING/INSPECTION SERVICES
TERMS AND CONDITIONS****STANDARD OF CARE**

The CLIENT should expect AVILES ENGINEERING to perform Services under this PROPOSAL/AGREEMENT in a manner consistent with the level of care and skill ordinarily exercised in The Materials Testing/Inspection Services Industry contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

SCOPE OF SERVICES

The CLIENT will develop a scope of service based on the project information. AVILES ENGINEERING shall not be responsible for problems arising due to insufficient or invalid project or other relevant information. In the event the CLIENT or his representative orders work described in this PROPOSAL/AGREEMENT, that action shall constitute the CLIENT's acceptance of this PROPOSAL/AGREEMENT and its terms and conditions.

SITE AND SITE CONDITIONS

The CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for AVILES ENGINEERING to perform the services described in this PROPOSAL/AGREEMENT. The CLIENT will notify AVILES ENGINEERING of any known toxic and/or hazardous materials on site and shall assume responsibility for the cost of occurrences due to unknown toxic and/or hazardous materials on site.

BILLING AND PAYMENT

The CLIENT will pay AVILES ENGINEERING for the work performed at the unit fees shown in the PROPOSAL/AGREEMENT. Invoices will be submitted to the CLIENT, and will be due and payable within thirty (30) days of the invoice date. CLIENT will pay an additional charge of 1.5 percent per month on any delinquent amount, and agrees to pay attorney's fees and/or other costs involved in any required collection activity.

LIMITATION OF LIABILITY / INDEMNIFICATION

If at any time, there shall be or arise any liability on the part of AVILES ENGINEERING by virtue of this agreement or because of the relation hereby established, whether due to the negligence of AVILES ENGINEERING (including gross negligence) or otherwise, such liability is and shall be limited in amount to the fee charged by AVILES ENGINEERING. AVILES ENGINEERING and CLIENT agree to indemnify each other from any claims, etc., including attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence. If AVILES ENGINEERING is found to be prevalent in any third party lawsuits relating to this AGREEMENT, the CLIENT shall pay all AVILES ENGINEERING costs, including legal fees, that were incurred as a result thereof.

CONSTRUCTION MATERIALS ESTIMATE

Gauge Engineering

Montrose Boulevard Improvements (TIRZ #27)

Soils Inspection

Soils Inspection will be provided per the project specifications. The inspection and testing will include field density testing of embankment, lime stabilized subgrade for pavement subgrade; cement stabilized sand subgrade for driveways; bank sand and soil for water line embedment and backfill; and cement stabilized sand and soil for storm and sanitary sewer embedment and backfill. CSS specimens will be sampled for compressive strength as required. Samples to determine the moisture density relationships (MDR) and other soil constants will be obtained as needed. AEC estimates a total of one hundred eighty (180) trips for inspection, testing, and initial sample pick-ups and thirty (30) trips to pick-up CSS from AEC's on-site technician.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	632	\$ 49,296.00
Senior Engineering Technician, OT per hour	\$ 117.00	168	\$ 19,656.00
Engineering Technician, per hour	\$ 65.00	60	\$ 3,900.00
Engineering Technician OT, per hour	\$ 97.50	30	\$ 2,925.00
OMD Standard Compaction, each	\$ 231.00	8	\$ 1,848.00
OMD Standard Compaction, Cement Treated, each	\$ 256.00	4	\$ 1,024.00
OMD Standard Compaction, Lime Treated, each	\$ 256.00	4	\$ 1,024.00
Cement Sand Compressive Strength, each	\$ 81.00	120	\$ 9,720.00
Atterberg Limits, each	\$ 71.00	16	\$ 1,136.00
Percent Passing #200 Sieve, each	\$ 55.00	8	\$ 440.00
Optimum Lime Content - pH Method, each	\$ 266.00	4	\$ 1,064.00
Use of Nuclear Gauge, per hour	\$ 12.00	776	\$ 9,312.00
Vehicle Charge, per hour	\$ 12.00	692	\$ 8,304.00
Project Engineer, per hour	\$ 165.00	53.5	\$ 8,827.50
			\$ 118,476.50

Drilled Piers (7) and Concrete for Pedestrian Bridge

Inspections will be provided per the project specifications. It will include drill pier inspection and concrete for shafts, abutments, caps, columns, slabs, rip rap, rail, and curb. Cylinders will be cast in sets of four (4). AEC estimates twelve (12) trips for field inspection and testing and twelve (12) trips for cylinder pickups.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	82	\$ 6,396.00
Senior Engineering Technician, OT per hour	\$ 117.00	20	\$ 2,340.00
Engineering Technician CPU, per hour	\$ 65.00	15.75	\$ 1,023.75
Engineering Technician CPU OT, per hour	\$ 97.50	11.25	\$ 1,096.88
Cylinder Tests, each	\$ 20.00	44	\$ 880.00
Concrete Mix Design Review, each	\$ 500.00	0	\$ -
Vehicle Charge, per hour	\$ 12.00	109	\$ 1,308.00
Project Engineer, per hour	\$ 165.00	5.2	\$ 858.00
		Subtotal	\$ 13,902.63

Construction Materials Testing and Inspection Estimate, continued

Concrete Inspection

Concrete Inspection will be provided per the project specifications. It will include concrete for retaining walls, junction boxes, foundations for light poles and signals, sidewalks, wheelchair ramps, curbs, duct banks, driveways, paver base, paving, and HES paving. Cylinders will be cast in sets of four. AEC estimates eighty-five (85) trips for field inspection and testing and fifteen (15) trips for cylinder pickups.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	552	\$ 43,056.00
Senior Engineering Technician, OT per hour	\$ 117.00	156	\$ 18,252.00
Engineering Technician CPU, per hour	\$ 65.00	22.5	\$ 1,462.50
Engineering Technician CPU OT, per hour	\$ 97.50	11.25	\$ 1,096.88
Cylinder Tests, each	\$ 20.00	420	\$ 8,400.00
Concrete Mix Design Review, each	\$ 500.00	0	\$ -
Vehicle Charge, per hour	\$ 12.00	585.75	\$ 7,029.00
Project Engineer, per hour	\$ 165.00	24	\$ 3,960.00
		Subtotal	\$ 83,256.38

Asphalt Testing

Asphalt Testing will be provided per the project specifications. It will include the sampling and testing of the HMAC for 3" HMAC Type "D" Surface and 8" HMAC Type "B" Base. **(Temp 8" Asphalt is NOT included)**. AEC estimates six (6) trips for monitoring asphaltic concrete placement and six (6) full sets of asphaltic field sample tests.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Senior Engineering Technician, per hour	\$ 78.00	48	\$ 3,744.00
Senior Engineering Technician, OT per hour	\$ 117.00	12	\$ 1,404.00
Use of Nuclear Gauge, per hour	\$ 12.00	48	\$ 576.00
Mix Design Review, each	\$ 500.00	0	\$ -
Maximum Theoretical Specific Gravity, each	\$ 103.00	6	\$ 618.00
Molding Specimens, 3 per set	\$ 72.00	6	\$ 432.00
Bulk Density of Lab Molded Specimen, 3 per set	\$ 61.00	6	\$ 366.00
Stability: Hveem, 3 per set	\$ 108.00	6	\$ 648.00
Extraction / Gradation, each	\$ 230.00	6	\$ 1,380.00
Asphaltic Concrete Pavement Core, each	\$ 106.00	6	\$ 636.00
Thickness Determination of Asphalt Cores, each	\$ 25.00	12	\$ 300.00
Density Determination of Asphalt Cores, each	\$ 55.00	12	\$ 660.00
Vehicle Charge, per hour	\$ 12.00	48	\$ 576.00
Project Engineer, per hour	\$ 165.00	4.5	\$ 742.50
		Subtotal	\$ 12,082.50

Construction Materials Testing and Inspection Estimate, continued

Project Management

Project management may include one (1) pre-construction meeting.

<u>Service Description</u>	<u>Unit Rate</u>	<u>Quantity</u>	<u>Amount</u>
Project Engineer, per hour	\$ 165.00	2.5	\$ 412.50
Vehicle Charge, per hour	\$ 12.00	2.5	\$ 30.00
		Subtotal	\$ 442.50

ESTIMATED TOTAL FOR SERVICES AND TESTING = \$ 228,160.50

NOTES & ASSUMPTIONS:

- *Project Duration: 320 Days*
- *No re-inspection or re-testing is included in this estimate*
- *No standby time is included in this estimate, it is based on the Contractor being ready for inspection at the time the inspection is scheduled.*
- *Reinforcing steel inspection is NOT included within this estimate*
- *Batch Plant inspection during concrete pours is NOT included within this estimate*
- *No engineer or project management time is included for onsite progress meetings. AEC can attend meetings if requested by the owner or contractor.*
- *Other special inspections and testing may be required in the plans and specifications. These services can be provided if not provided by others. AEC has not included any other special inspections or building code required testing as part of this proposal other than what is specifically stated above.*

**EXHIBIT B
MONTROSE BOULEVARD - SEGMENT 1 IMPROVEMENTS
LEVEL OF EFFORT - CONSTRUCTION MANAGEMENT & INSPECTION**



Labor & Expenses																		
Description	Billing Rate	TOTALS			2025										2026			
		Hours	Amount	% of Labor	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
					1	2	3	4	5	6	7	8	9	10	11	12	13	14
Construction Manager	\$200.00	354	\$70,800	18.2%	48	24	24	24	24	24	24	24	24	24	24	24	18	
Sr. Construction Inspector	\$135.00	2,356	\$318,060	81.8%		208	208	208	208	208	208	174	174	174	174	174	64	
Totals																		
LABOR SUBTOTAL		\$388,860	100.0%	\$9,600	\$32,880	\$32,880	\$32,880	\$32,880	\$32,880	\$32,880	\$32,880	\$28,290	\$28,290	\$28,290	\$28,290	\$28,290	\$28,290	\$12,240
EXPENSES SUBTOTAL		\$9,800		\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700
GRAND TOTAL		\$398,660		\$10,300	\$33,580	\$33,580	\$33,580	\$33,580	\$33,580	\$33,580	\$33,580	\$28,990	\$28,990	\$28,990	\$28,990	\$28,990	\$28,990	\$12,940

NTP

Substantial Final

EXHIBIT A
SCOPE OF SERVICES

MONTROSE BOULEVARD – SEGMENT 1 IMPROVEMENTS
CONSTRUCTION PHASE SERVICES

Construction Phase: Gauge will provide the following scope of services during the construction phase of the project:

- 1. Preconstruction Meeting**
Prepare for and Conduct a preconstruction meeting with the contractor.
- 2. Periodic Inspection Visits**
Conduct site visits (on a monthly basis at minimum) when the contractor is actively performing major construction activities. After the site visit, a "Construction Site Observation/Status Report" will be furnished and submitted to the Construction Manager.
- 3. Change Orders**
Gauge is prepared to support with the development of change orders if needed.
- 4. Review Schedules, Submittals, Laboratory Test Results, RFIs, and Other Data**
Review and fully respond to Requests for Information (RFIs) to the Construction Manager within max. 4 days, or as otherwise directed.
- 5. Substantial & Final Completion Walkthrough & Punch List**
 - a. Review progress of work for Substantial Completion Walkthrough.
 - b. Generate a punch list of items for correction.
 - c. Substantiate items that are completed.
 - d. Issue both Certificate of Substantial Completion (signed/sealed from Design Engineer) and Final Acceptance or second walkthrough.
 - e. Issue Final Completion & Acceptance Letter to City of Houston recommending acceptance & release of final payment.
- 6. Monthly Progress Meetings/Reports for Board Meetings**
Participate in monthly progress meetings. Develop progress reports for the Board Meetings.
- 7. Finalize As-Built Drawings**
 - a. Coordinate with contractors, CM/CI to provide complete record of As-Built Drawings.
 - b. Within thirty (30) days after receipt of As-Built from the contractor to the CM, the project engineer shall provide to the City one (1) set of electronic reproducible record drawings (PDF format) and a Microstation file (.dgn).
- 8. Project Management/Coordination/Miscellaneous**
 - a. Assist Construction Manager in issuing Supplementary Instructions to the Contractor when necessary to correct and/or clarify Plans or Specifications or to avoid potential problems identified by the team.
 - b. If requested or there is a need, attend regularly scheduled or specially called meetings with the Contractor or Stakeholders.

**EXHIBIT B
MONTROSE BOULEVARD - SEGMENT 1 IMPROVEMENTS
CONSTRUCTION PHASE SERVICES - LEVEL OF EFFORT**



I. CONSTRUCTION PHASE SERVICES

DESCRIPTION OF WORK TASKS	PROJECT MANAGER	PROJECT ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
A. Construction Phase Services (14-month duration)							
1 Preconstruction Meeting	4	8	8			20	\$3,160.00
2 Periodic Inspection Visits	20	60	180			260	\$37,900.00
3 Change Orders	4	16	24			44	\$6,600.00
4 Review Schedules, Submittals, Laboratory Test Results, RFIs, & Other Data	24	80	160			264	\$39,200.00
5 Substantial & Final Completion Walkthrough & Punch List	8	12	16			36	\$5,680.00
6 Monthly Progress Meetings/Reports for Board meetings	14	40	60		24	138	\$19,580.00
7 Finalize As-built Drawings	4	12	16	48		80	\$11,360.00
8 Project Management/Coordination/Miscellaneous	40	48	80	32		200	\$30,800.00
9 Revise Design and TCP to Avoid Conflicts with Private Utilities	6	24	60	40		130	\$18,540.00
10 Assist with Developing Public Engagement Materials	8	12			24	44	\$5,800.00
Total	132	312	604	120	48	1216	\$178,620.00
TOTAL HOURS	132	312	604	120	48	1216	
Contract Labor Rate	\$200.00	\$160.00	\$135.00	\$135.00	\$95.00		
TOTAL LABOR COSTS BASIC ENGINEERING SERVICES	\$26,400.00	\$49,920.00	\$81,540.00	\$16,200.00	\$4,560.00		\$178,620.00

II. SUBCONTRACTED CONSTRUCTION PHASE SERVICES

DESCRIPTION OF WORK TASKS	COST	SUB MGMT	TOTAL
1 Architectural Support - SWA (Exhibit C)	\$49,780.00	10%	\$54,758.00
2 Structural Support - Aguirre & Fields (Exhibit D)	\$25,669.00	10%	\$28,235.90
3 Electrical Support - MBROH (Exhibit E)	\$40,620.00	10%	\$44,682.00
4 Traffic Signal Support - TEI Planning+Design (Exhibit F)	\$25,000.00	10%	\$27,500.00
5 Urban Forestry Support - CN Koehl (Exhibit G)	\$15,612.00	10%	\$17,173.20
TOTAL REIMBURSABLE EXPENSES			\$172,349.10

III. EXPENSES

EXPENSES	QUANTITY	UNIT	COST	TOTAL
1 Printing and Reproduction/Deliveries	1	LS	\$1,500.00	\$1,500.00
2 Mileage	500	MILE	\$0.70	\$350.00
3 TDLR Inspection	1	LS	\$749.90	\$749.90
TOTAL REIMBURSABLE EXPENSES				\$2,599.90

GRAND TOTAL	
I. CONSTRUCTION PHASE SERVICES	\$178,620.00
II. SUBCONTRACTED CONSTRUCTION PHASE SERVICES	\$172,349.10
III. EXPENSES	\$2,599.90
PROJECT TOTAL	\$353,569.00

- c. Provide any other engineering services requested by the Construction Manager and determined to be necessary and appropriate for the safe, timely and on-budget completion of the Project.

EXHIBIT C

SWA Houston

March 01, 2025

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

Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, Texas 77079
Tel. 832. 318.8800

Attn: David Greaney, PE, CFM, Project Manager
Re: Montrose Boulevard Segment 1 – Clay Street to Allen Parkway
Construction Phase Services
Houston, Texas
SWA Job Number: GGEt202.B

Dear Mr. Greaney:

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

This Agreement is by and between SWA Group (SWA), a California corporation and its Houston Office, and Gauge Engineering (the Client), Houston, Texas.

I. OVERVIEW

SWA shall perform Construction Phase Services as described below for items previously designed by SWA during Design Phase including:

- Hardscape including pavers, steel edging and mortared cobble
- Tree, turf, and vine planting
- Value Engineering of architectural bridge feature at Allen Parkway
- Construction observation services for architectural bridge feature at Allen Parkway

II. SCOPE OF SERVICES

A. Construction Observation

1. SWA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep the Client informed of the progress of construction. SWA may recommend to the Client the rejection of work failing to conform to the contract documents.
2. SWA shall select and pre-tag specimen plant materials that are to be Owner-supplied or proprietarily selected.
3. SWA shall prepare and process change orders with prior approval of Client.
4. SWA shall perform value engineering for architectural bridge feature at Allen Parkway, and subsequent construction observation services during construction.
5. SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and the Client agrees to hold SWA harmless from and

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Gauge Engineering
Montrose Blvd Segment 1
Construction Phase Services
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against any and all losses, claims, or damages arising out of or related to contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

6. Deliverables:
 - a. Site visit reports.
 - b. Submittals review.
 - c. Review of mock-ups and shop drawings.
 - d. Field sketches for clarifications purposes.
 - e. Responses to RFI's.

III. DESIGN APPROVAL

David Greaney has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by David Greaney is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

IV. MEETINGS AND CONSTRUCTION SITE VISITS

- A. This proposal includes Professional Service time for up to (8) in-person meetings and up to (12) web/video conference meetings for coordination or presentations with the Client, agencies, consultants or the Owner, as follows by phase:
- B. Up to 8 site visit/construction observation meetings, will be provided:
 1. Client pre-construction coordination.
 2. Pre-construction meeting with contractor.
 3. Layout of hardscape elements.
 4. Mockup review.
 5. Fine grading.
 6. Nursery visit.
 7. Planting.
 8. Punch list/substantial completion.
- C. Additional meetings or site visits, if required, shall be provided as Additional Services. Travel expenses shall be billed as Reimbursable Costs as listed in Appendix A.

V. EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable

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for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

1. Topography and boundary surveys.
2. Soils testing and/or engineering.
3. Finish grading provided by the Client's Civil Engineer.
4. Existing site engineering and utility base information.
5. Engineering other than that provided within the Scope of Services.
6. Site environmental studies and documentation.
7. Interior planting design.
8. Waterproofing design.
9. BIM/REVIT or similar except for specific coordination items identified in the Scope of Services.
10. LEED documentation preparation and analyses.
11. Graphic design.
12. Expediting, code, zoning consultant.
13. Any item not specifically addressed in this proposal.

VI. FEES AND TERMS

Services shall be provided on an hourly basis, in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference. The Fee for Professional Services shall not exceed **Forty-Nine Thousand Seven Hundred Eighty Dollars (\$49,780.00)** without further authorization. We estimate the cost of Reimbursable Costs as identified in Appendix A will not exceed **\$3,000.00** without further authorization from the Client and is in addition to the fee.

Fees are allocated as follows:

- | | |
|--|-------------|
| • Value Engineering for Architectural Bridge Feature | \$12,800.00 |
| • Construction Phase Services for Landscape Scope | \$36,980.00 |
| • Reimbursables | \$ 3,000.00 |

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

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

Sincerely yours,

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SWA Group



Michael Robinson, PLA, ASLA
Principal
Landscape Architect, TX License #3056
Landscape Architects are licensed by the State of Texas.



Rhett Rentrop, PLA, ASLA
Principal, Contracting Agent
Landscape Architect, TX License #2510

Accepted: GAUGE ENGINEERING

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

XX/xx

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In order to expedite invoicing, please indicate the following:

Billing Address:

Company Name: _____

Address: _____

Attention: _____

Your reference name/number:

Your Purchase Order or Contract Number reference for invoicing:

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APPENDIX A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and Gauge Engineering (the Client), dated February 25, 2025.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services or under Additional Services shall be provided on a time basis computed by the number of hours spend in connection with the referenced project.

The following principal(s) are committed to this project:

Principals	Rate/Hour
Michael Robinson	\$220
Scott McCready	\$264
Rhett Rentrop	\$264

Other principals, if used on this project, have rates ranging from \$220 to \$352 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Current staff rates range between \$95 and \$220.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.

- A. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.
- B. Cost of postage and shipping expenses other than first class mail.
- C. Special renderings, special process printing, special equipment, special printed reports or publications, maps and documents, requested by the Client and approved in writing.

ADDITIONAL SERVICES

Provided SWA has been paid per this agreement, Additional Services may be provided on a time basis computed by the number of hours spend in connection with the referenced project. The following principal(s) are committed to this project:

Principals	Rate / Hour
Michael Robinson	\$220
Scott McCready	\$264

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Rhett Rentrop \$264

Other principals, if used on this project, have rates ranging from \$220 to \$355 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Current staff rates range between \$95 and \$220.

Additional Services are any services not included within the contract scope and include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of the Client's needs to clarify requirements for project programming.
- B. Master planning.
- C. Site planning.
- D. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.
- E. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by the Client.
- F. Repackaging or modifications to plans due to changes by other consultants following completion of SWA's 100% construction documents.
- G. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.
- H. Services with respect to replacement of any work damaged during construction.
- I. Services required as a result of the default or insolvency of contractor.
- J. Preparation of as-built drawings, record drawings or of measured drawings of existing conditions.
- K. Providing prolonged construction observation should the construction time be substantially extended through no fault of SWA.
- L. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
- M. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process or phasing outside the control of SWA.
- N. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.

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- O. Fees for additional consultants not included in SWA's Basic Services and retained with the approval of the Client.
- P. In-house professional photography or drone photography.
- Q. 3D printing.

STATEMENTS

Fees for Professional Services and Reimbursable Costs shall be billed monthly.

ACCOUNTS

Accounts are payable net thirty (30) days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within thirty (30) days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within sixty (60) days of invoice date.

INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.
- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to the Client upon written request.
- F. Should the Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by the Client in advance.
- G. Upon written request by the Client, SWA shall use its best efforts to have the Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

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INDEMNIFICATION

- A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) the Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.
- B. The Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:
1. The negligent errors or omissions or willful misconduct of the Client, its contractors, subcontractors, agents or employees.
 2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by the Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by the Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
 3. Failure of the Client to provide information or services required to be provided by the Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
 4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. The Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding the Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

STANDARD OF CARE

The standard of care applicable to this Agreement shall be that level of care and skill ordinarily practiced by professionals practicing in the same discipline, location, and at the same time as the services provided by SWA.

LIMITATION OF LIABILITY

The Client agrees, to the fullest extent permitted by law, to limit the liability of the SWA and SWA's officers, directors, partners, employees, shareholders, owners and subconsultants (the SWA Parties) for any and all

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Gauge Engineering
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claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the SWA Parties shall not exceed \$50,000.00, or one half (½) of the Architect's total stipulated fee for the services rendered under this Agreement, whichever amount may be greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONFIDENTIALITY

SWA will take reasonable precautions to protect and maintain the confidentiality of any information supplied by the Client during the course of this Agreement which is identified in writing by the Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to the Client.

RIGHT TO SUSPEND SERVICES

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.00; or (b) unpaid project invoices over ninety (90) days old exceed \$5,000.00 in the aggregate.

AUTHORIZATION TO PROCEED

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to the Client upon request. The Client has license to use/reproduce for purposes of this project provided payments are made to SWA when due.

ESTIMATES OF PROBABLE COST

As SWA has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the SWA's experience and judgment as a design professional; but SWA cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA

EXHIBIT C

Gauge Engineering
Montrose Blvd Segment 1
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is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

CURRENCY

All payments to SWA will be made in lawful United States currency, free and clear of any taxes, liens or deductions of any type. The Client will reimburse SWA if any such assessments occur.

CREDITS/ACKNOWLEDGMENTS

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/client) in project identification boards, published articles, promotional brochures, social media and similar communications.

FORCE MAJEURE

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by the Client resulting from such delay, caused by any act or neglect of the Client or the Client's representatives, or by any third person acting as the agent, servant or employee of the Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the reasonable control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agents or representatives, shall be borne entirely by the Client.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas.

VALIDITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to arbitration pursuant to the JAMS Arbitration Rules then in effect. Arbitration through JAMS shall be the sole and exclusive venue for any dispute and the Client waives any right to challenge such jurisdiction. The Prevailing Party—defined as the party ultimately more successful relative to the final offer or demand—shall be entitled to recover its reasonable attorneys' fees

EXHIBIT C

Gauge Engineering
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and costs. All disputes shall be governed by the law of the jurisdiction where the project is located.

SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION AND WORK STOPPAGE

It is understood that these services may be terminated upon ten (10) days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above. Additionally, in the event that the Client stops the project for longer than thirty (30) days, SWA will be compensated for all work which has been performed by SWA prior to the date of work stoppage and payment shall be paid by the Client for such work to SWA within thirty (30) days of SWA's invoice to the Client for those services rendered.

If the Project is suspended or not active for more than nine (9) months, SWA may, at its discretion, re-negotiate with the Client its compensation hereunder.

If the Project is suspended or not active for more than twelve (12) months, this Agreement will be closed without notice.

REVOCACTION

This proposal shall be considered revoked if acceptance is not received within ninety (90) days of the date hereof. If SWA does not receive a signed copy within this period, SWA reserves the right to revise the fees.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. TBAE may be reached at:

P.O. Box 12337
Austin, Texas 7871102331
512-305-9000
www.tbae.state.tx.us

END



February 16, 2025

Muhammad Ali
Gauge Engineering
11750 Katy Fwy
Houston, TX 77079

Re: Letter of Proposal for Gauge Engineering CPS

We appreciate the opportunity to submit this proposal to Gauge Engineering for the Montrose Blvd Improvement project construction phase services.

I. Scope of Work

Aguirre & Fields, LP will be responsible for the following services:

Construction Phase Services:

- Construction meetings (3)
- Shop drawing review (5)
- RFI/Field Change responses (5)
- Field visits (4)
- Final Completion Walkthrough
- As-built plans

Aguirre & Fields will inform Gauge Engineering if changes in the Scope of Work are required due to change in site conditions or construction issues requiring design revisions.

II. Proposed Fee

Construction Phase Services will be provided on a time and materials basis. Fees include all direct project costs and reimbursable expenses.

Construction Phase Services: **\$ 25,669.00**

Thank you for the opportunity to submit this proposal and we look forward to assisting Gauge on this important project.

A handwritten signature in blue ink that reads 'Mahsa Arastoo'.

Mahsa Arastoo, P.E.
Aguirre & Fields, LP

EXHIBIT D

Task	Project Manager	Sr. Bridge Engineer	Bridge Engineer	EIT	Tech	Admin	Total	Total
Construction Phase Services								\$25,669.00
Construction Meeting (3)	6	6					12	\$3,798.00
Shop Drawing Review (5)	5	5	14				24	\$6,077.00
RFI/Field Change Responses (5)	5	5	8				18	\$4,829.00
Field Visits (4)	8	8					16	\$5,064.00
Final Completion Walkthrough	2	2					4	\$1,266.00
As-Built Plans	1	2	5	8	16		32	\$4,635.00
Total	27	28	27	8	16	0	106	
Contract Rate	\$335.00	\$298.00	\$208.00	\$131.00	\$101.00	\$101.00		
Total	\$9,045.00	\$8,344.00	\$5,616.00	\$1,048.00	\$1,616.00	\$0.00		\$25,669.00

EXHIBIT E

MBROH | consulting • engineering
11757 Katy Freeway Suite 625 | Houston, TX 77079
Main: 713.468.2545

Street Lighting for Montrose Blvd – Segment #1

Mbroh Engineering, Inc. Construction Phase Services

GENERAL

Mbroh Engineering Inc. (Mbroh) appreciates the opportunity to provide professional services for the construction phase of the Montrose Blvd Improvements – Segment 1, spanning from Allen Parkway to West Clay St., including the Allen Parkway and Montrose underpass lighting. Based on our understanding, Mbroh has prepared a proposal outlining the scope of work for Construction Phase Services.

TASKS

Mbroh will perform the following tasks for construction phase services for Montrose Blvd Improvements – Segment #1:

EXHIBIT E

Task	Description
500	Construction Phase Services

Task 500 Construction Phase Services

Description: Mbroh will provide the following construction phase services as part of our scope and project.

- Mbroh will attend the initial construction kick-off meeting.
- Mbroh will attend scheduled construction progress meetings.
- Mbroh will facilitate coordination meetings with Client, Prime Engineers and vendors as required.
- Mbroh will review all electrical shop drawings and other specification-required submittals provided by the contractor.
- Mbroh will respond to all received RFI's.
- Mbroh will perform site visit inspections to observe the contractor's progress during construction. A punch list will be issued of any noted deficiencies for correction prior to completion of project.
- Mbroh will attend and perform a final completion walk-through to confirm general compliance with construction documents. A final detailed punch list of deficient items will be submitted for inclusion with the contract close-out documents.
- Mbroh will assist in changing and addressing any possible change orders that may occur during the construction phase.

EXHIBIT E

MBROH | consulting • engineering


11757 Katy Freeway Suite 625 | Houston, TX 77079

Main: 713.468.2545

FEE

MEI's lump sum cost as described above is \$40,620.00. Cost breakdown is provided in Attachment below. Additional services can be provided based upon the rate schedule in the attachment.

EXHIBIT E

		Project: <i>Montrose Blvd Improvements - Segment 1</i>			DATE: February 25, 2025			
		Level of Effort: <i>MBROH Manhour Estimate</i>						
		Labor						
		Hours				Costs		
		Rate: \$240	\$225	\$135	\$90			
		Principal/ PM	Sr Engineer - EE/I&C	Sr CADD	Admin	Total Hours	Direct Costs	Labor Fee
Task	Description							
500	Construction Phase Services							\$40,620
501	Project Management	12				12		\$2,880
502	Project Invoicing	12			12	24		\$3,960
503	Attend Scheduled Construction Kick-Off Meetings	2	2			4		\$930
504	Attend Scheduled Construction Progress Meetings	26				26		\$6,240
505	Submittals as Required by Project Specifications	15	30			45		\$10,350
506	Re-Submittals (assume 1/3 of Total Submittals)	5	10			15		\$3,450
507	RFIs	3	6			9		\$2,070
508	Site Visits and Preparation of Site Observation Reports	4	12			16		\$3,660
509	Subst./Final Completion Walk-Thru / Recommendations	4	12			16		\$3,660
510	Changing and Addressing Possible Change Orders	3	12			15		\$3,420
	<i>Subtotal</i>	86	84	0	12	182		\$40,620
Total Hours		86	84	0	12	182		\$40,620



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

February 25, 2025

Mr. Muhammad Ali, PE
Gauge Engineering
11750 Katy Freeway, Suite 400
Houston, TX 77079
mali@gaugeengineering.com

RE: Proposal for Traffic Signal Design Services – Montrose Boulevard – Construction Phase Services

Dear Mr. Ali:

TEI Planning + Design (TEI) is pleased to provide this proposal for additional engineering services for the design and construction of a new traffic signal at Montrose Boulevard at W Dallas Street, signal modifications at Montrose Boulevard at Allen Parkway, and a new HAWK signal at Montrose Boulevard at W Clay Street, as part of the Phase 1 Montrose Boulevard Reconstruction project.

Tasks

Task 1. Design Updates

TEI will continue supporting the client in finalizing design plans for the project. Per Gauge, several items have changed since the 100% plans were finalized with the City, including the construction traffic control plan and the storm sewer box culvert alignment. TEI will revise the previously submitted design plans to align with the roadway design changes.

Up to two rounds of re-design and submittal are expected.

Task 2. Construction Phase Services

TEI will support the client during the construction of the traffic signals and HAWK signal per the approved design and anticipates conducting the following services during construction phase:

- Attend a Pre-Construction Meeting with the contractor, City of Houston, the project team, and other stakeholders, as needed.
- Coordinate with the awarded signal contractor throughout construction to ensure quality work is maintained.
- Revise signal design drawings to address design changes resulting from RFIs.
- Review and approve contractor shop drawings and equipment submittals
- Attend City of Houston and TIRZ 27 Board meetings when requested by Gauge.

- Attend construction meetings as needed with the contractor and City of Houston signal inspector when requested by Gauge
- Conduct a pre-turn-on walk through at the three intersections with the contractor and City of Houston inspector.
- Attend signal turn-ons with contractor and City of Houston personnel.

TEI will not be responsible for the day-to-day management of the construction phase of the project and will only perform tasks when specifically asked by the client. All requests from the contractor will need to include approval from the client before TEI responds to such requests.

Fee and Schedule

The project will be billed hourly to a maximum total of **\$25,000.00**, with \$10,000.00 for Task 1 and \$15,000.00 for Task 2. based on the attached classification hourly rates. Additional fee may be requested if needed. Additional services proposals will be requested for items outside the proposed scope.

Table 1. Hourly Billing Rates:

Senior Principal	Principal	Principal Associate II	Principal Associate I	Associate III	Associate II	Associate I
\$306.00	\$261.00	\$224.00	\$197.00	\$173.00	\$154.00	\$136.00

Note:

This proposal is valid for 45 days from the date of this letter.

If you have any questions, or need additional information regarding this proposal, please e-mail me at brad.eaves@teiconnects.com or call me at (281) 606-0269.

Sincerely,

Bradley G. Eaves, PE, PTOE, PTP, RSP1
Senior Principal

Proposal Accepted By

Signature

Printed Name

Title

Company

Date



February 28, 2025

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 City of Houston,
Montrose Blvd – Segment 1, W Clay to Allen Parkway, Project.
Construction Phase Services

Dear Mr. Greaney,

As per your request, C.N. Koehl Urban Forestry, Inc. proposes to provide Construction Phase Services for the Montrose Blvd – Segment 1 Project.

CONSTRUCTION PHASE SERVICES

C.N. Koehl Urban Forestry, Inc., will provide the following Construction Phase Services:

1. Participate in the project pre-construction meeting.
-Estimated 4.0 hours, 60 miles
2. Participate in periodic progress meetings (on an as needed and requested basis).
-Estimated 10.0 hours, 180 miles
3. Review construction contractor's arborist's field reports.
-Estimated 16.0 hours
4. Bi-weekly site visits to monitor construction contractor's compliance with tree protection treatments and specifications included in project Tree Protection Plans. Provide e-mail field reports.
-Estimated 32 visits at 2.0 hours/visit – 64.0 hours, 1,920 miles

TOTAL ESTIMATED NOT TO EXCEED FEES INCLUDED IN THIS PROPOSAL

Urban Forestry Consultant – 94.0 hours @ \$150.00/hour = \$14,100.00

Mileage – 2,160 miles @ \$0.70/mile = \$1,512.00

Total Not to Exceed Proposed Fee = \$15,612.00

Should construction phase services require more time than is allowed by the Not to Exceed Limits included here, we will submit proposal for additional fee prior to starting any additional work.

EXHIBIT G

Mr. David Greaney, P.E., CFM
Montrose – Segment 1 Urban Forestry CPS Proposal
Page 2 of 2

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, flowing style.

Craig N. Koehl
Urban Forestry Consultant