

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

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**JOINT MEETING OF THE BOARDS OF DIRECTORS**

**July 13, 2020**

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**REINVESTMENT ZONE NUMBER TWENTY-ONE,  
CITY OF HOUSTON, TEXAS  
(HARDY/NEAR NORTHSIDE ZONE)**

**HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY  
AND  
REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS  
REVISED NOTICE OF JOINT MEETING**

**TO: THE BOARD OF DIRECTORS OF THE HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the Hardy/Near Northside Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of the Reinvestment Zone Number Twenty-One, City of Houston, Texas (the "Zone"), open to the public, on **Monday, July 13, 2020, at 9:00 a.m., via telephonic communication\***, dial **US Toll Free 1.855.282.6330**, when prompted enter **Access Code 927 059 740#** and join as a participant to consider, discuss and adopt such orders, resolutions or motions, and take other direct or indirect actions as may be necessary, convenient, or desirable with respect to the following matters:

\* In accordance with section 418.016 of the Texas Government Code, as amended, the Texas Governor has temporarily suspended various open meeting statutes that require government officials and members of the public to be physically present at a specified meeting location. As a result, governmental entities, such as Montgomery County Municipal Utility District No. 9, are permitted to meet via telephonic meeting. Members of the public are invited to join the telephonic meeting and may make public comments during the public comment portion of the agenda.

1. Establish quorum and call to order.
2. Public comments.
3. Minutes of the previous meetings.
4. Bookkeeper's Report:
  - (a) Fund balances and disbursements;
  - (b) Payment of invoices; and
  - (c) Investments.
5. Authorize Tax Year 2019 Developer Increment Payment to CR V Hardy Yards L.P.
6. Funding Agreement for BCycle Station at Hardy Yards.
7. Fulton/English Property Acquisition.
8. Ratify Master Agreement for Professional Engineering Service, Gauge Engineering, LLC, and approval of:
  - (a) Task Order No. 1 – On Call Services;
  - (b) Task Order No. 2 – Capital Improvement Plan Development;
  - (c) Task Order No. 3 – Preliminary Engineering Services 2600 – 3500 Block Main Street
9. Presentations, reports, or updates from the Directors, consultants, City of Houston Staff, or others regarding development in the Authority and the Zone and implementation of Project Plan and Reinvestment Zone Financing Plan.
10. Executive Session – the Authority:
  - (a) confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - (b) purchase, exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code § 551.072; and
  - (c) economic development negotiations, Open Meetings Act, V.T.C.A., Government Code § 551.087.
11. Executive Session – the Zone:
  - (a) confer with legal counsel, Open Meetings Act, V.T.C.A., Government Code § 551.071;
  - (b) purchase exchange, lease or value of real property, Open Meetings Act, V.T.C.A., Government Code §551.072; and
  - (c) economic development negotiations, Open Meetings Act. V.T.C.A.. Government Code § 551.087.



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Clark Stockton Lord  
Attorney for the Authority and the Zone

**MINUTES OF REGULAR MEETING  
OF  
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

June 8, 2020

The Board of Directors (the “Board”) of Hardy/Near Northside Redevelopment Authority (the “Authority”) convened in regular session, open to the public, on the 8th day of June 2020, and the roll was called of the duly constituted officers and members of the Board, to-wit:

CQ	Edward Reyes	Chair/Assistant Secretary
CQ	Lloyd Burke	Vice Chair/Investment Officer
CQ	Sylvia Cavazos	Secretary
CQ	Richard Cantu	Assistant Secretary
CQ	Fernando Zamarripa	Assistant Secretary
	Mario Castillo	Director

All member of the Board of Directors were present, thus constituting a quorum.

Also present were: Clark Lord and Brenda Presser of Bracewell LLP; Ralph DeLeon of Tifworks; Tim Applewhite of McCall Gibson Swedlund Barfoot PLLC; Rebecca Reyna of Greater Northside Management District; Luis Garcia of METRO; and Lisa Duffy with the City of Houston (the “City”). There were no members of the public that were present, telephonically, at the meeting.

Whereupon, the meeting was called to order. A copy of the notice of the meeting is attached hereto as Exhibit “A”.

**DETERMINE QUORUM; CALL TO ORDER**

Director Reyes noted that a quorum was present and called the meeting to order.

**PUBLIC COMMENTS**

No comments were given.

**MINUTES OF PREVIOUS MEETINGS**

The Board considered approval of the minutes of March 9, 2020. Following discussion, upon a motion made by Director Cavazos and seconded by Director Zamarripa, the Board voted unanimously to approve the minutes of March 9, 2020.

**ADOPT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021.**

The Board recognized Mr. De Leon who reviewed the draft budget for the fiscal year ending June 30, 2021. He noted that the draft budget from the City of Houston (the “City”) does not include the proposed income from the additional 1,100 acres that was recently annexed by the Authority for which the Authority will begin receiving income next summer. He provided the City with an estimated amount insert in the City’s budget as a placeholder for anticipated income from the annexed property.

The Board discussed two new projects regarding a pocket park at Fulton and English Street with a proposed conveyance of property by METRO. The other project relates to bike lane improvements that will require amending the major thoroughfare plan. Discussion ensued regarding background, project components and proposed costs for budget purposes. After discussion, Director Cavazos moved that the Board approve the budget, subject to final review, and authorize submittal of same to the City. Director Cantu seconded the motion passed by a majority vote with Directors Cavazos, Cantu, Burke and Reyes voting yes and Directors Castillo and Zamarripa voting no. A copy of the budget presented at the meeting is attached hereto as Exhibit "B".

**ENGAGE AUDITOR TO PREPARE THE AUDIT FOR THE FISCAL YEAR ENDING JUNE 30, 2021**

Mr. Lord reviewed an engagement letter from the Authority's auditors, McCall Gibson Swedlund Barfoot PLLC, a copy is attached as Exhibit "C." He stated that the letter authorizes preparation of an audit for fiscal years ending 2020 and 2021 for a cost of \$8,000 to \$9,000 for both years. He noted the auditor conveyed that they do not anticipate an increase. Following discussion, upon a motion made by Director Cantu and seconded by Director Burke, the Board voted unanimously to approve engagement letter submitted by McCall Gibson Swedlund Barfoot PLLC.

**RECOMMENDATION FROM THE SELECTION COMMITTEE RELATED TO RETAINING PROFESSIONAL ENGINEERING SERVICES**

Director Cavazos reported that the Selection Committee received and reviewed presentations from Walter P. Moore and Gauge Engineering. Following the presentations and assessing qualifications of each firm, the Selection Committee recommends that the Authority engaging Gauge Engineering to provide engineering services related to infrastructure analyses needed to identify and prioritize infrastructure projects. Discussion ensued. Following discussion, upon a motion made by Director Cavazos and seconded by Director Cantu to accept the Selection Committee's recommendation to engage Gauge Engineering to perform engineering services and to authorize Mr. DeLeon and Bracewell to negotiate an Agreement for Engineering Services with Gauge Engineering, which passed by a majority vote with Directors Cavazos, Cantu, Reyes, Burke and Zamarripa voting yes and Director Castillo voting no.

**PRESENTATIONS, REPORTS, OR UPDATES FROM DIRECTORS, CONSULTANTS, CITY OF HOUSTON STAFF, REGARDING DEVELOPMENT IN THE AUTHORITY AND ZONE AND IMPLEMENTATION OF PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN**

No items were presented.

**CONVENE IN EXECUTIVE SESSION PURSUANT TO SECTIONS 551.087, CHAPTER 551, TEXAS GOVERNMENT CODE**

The Board did not convene in Executive Session.

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

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Secretary

DRAFT

**MINUTES OF REGULAR MEETING  
OF  
REINVESTMENT ZONE NUMBER TWENTY-ONE, CITY OF HOUSTON**

June 8, 2020

The Board of Directors (the “Board”) of Reinvestment Zone Number Twenty-One, City of Houston (the “Zone”) convened in regular session, open to the public, on the 8th day of June 2020, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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Secretary

DRAFT





**Hardy Near Northside Redevelopment Authority  
Monthly Financial Report Summary  
June Board Meeting  
Monday, June 8, 2020**

At the beginning of January, the Hardy Near Northside Redevelopment Authority (TIRZ #21) beginning Operating Fund Balance was \$784,320. TIRZ #21 received a total of \$66,798, mainly from banking interest and a deposit for the payment of the Construction Retainage balance. During the period, TIRZ #21 processed \$90,190 in disbursements during the period. 71% of the disbursements related to disbursements to NBG Constructors Inc. for the Hernandez Tunnel Developer Reimbursement (\$63,958). The ending balance as of month end May 31, 2020 was \$760,928.

The invoices pending approval total \$15,585. See attached "Unpaid Bills Detail" Report on page 3. A transfer of \$-0- is required from the Pool Account to the Operating account to cover outstanding invoices.

**Hardy Near Northside Redevelopment Authority  
General Operating Fund  
As of May 31, 2020**

**General Operating Fund**

**BEGINNING BALANCE** \$ 784,319.69

**REVENUE**

BBVA Compass	8.19	Monthly Interest	
BBVA Compass	8.69	Monthly Interest	
BBVA Compass	6.40	Monthly Interest	
BBVA Compass	6.84	Monthly Interest	
BBVA Compass	6.01	Monthly Interest	
City of Houston	63,957.77	Construction Deposit	
TexPool Investment	930.35	Monthly Interest	
TexPool Investment	870.62	Monthly Interest	
TexPool Investment	587.74	Monthly Interest	
TexPool Investment	258.25	Monthly Interest	
TexPool Investment	157.43	Monthly Interest	
<b>Total Revenue</b>			<b>66,798.29</b>

**DISBURSEMENTS**

1063	Texas Municipal League	928.06	Insurance
1060	NBG Constructors Inc.	63,957.77	Retainage
EFT	BBVA Compass	14.00	Bank Service Charge
1061	Bracewell LLP	3,514.76	Legal Services
1062	Equitax Inc	1,089.90	Tax Consultants
1065	TIFWorks LLC	6,750.00	Admin Consultants
1064	The Morton Accounting Services	3,309.99	CPA Services
1068	Bracewell LLP	6,751.87	Legal Services
EFT	BBVA Compass	16.25	Bank Service Charge
EFT	BBVA Compass	14.00	Bank Service Charge
1067	TIFWorks LLC	3,375.00	Admin Consultants
EFT	BBVA Compass	14.00	Bank Service Charge
1069	Houston Business Journal	440.00	Bid Advertisement
EFT	BBVA Compass	14.40	Bank Service Charge
<b>Total Disbursements</b>			<b>90,190.00</b>

**ENDING BALANCE** **\$ 760,927.98**

**May 31, 2020**

**Balance**

<b>LOCATION OF ASSETS</b>			
BBVA Compass			\$ 70,220.62
TexPool Investment			690,707.36
<b>Total Account Balance</b>			<b>\$ 760,927.98</b>

**HARDY/NEAR NORTHSIDE TIRZ # 21**  
**Unpaid Bills Detail**  
**As of June 2, 2020**

Type	Date	Num	Memo	Due Date	Open Balance
<b>Bracewell LLP</b>					
Bill	03/31/2020	21877353	General Counsel through March 31, 2020	04/10/2020	1,099.60
Bill	03/31/2020	21877352	Meeting services through March 31, 2020	04/10/2020	4,050.00
Bill	04/30/2020	21878576	Meeting services through April 30, 2020	05/10/2020	778.50
Bill	05/31/2020	21881076	Meeting services through May 31, 2020	06/10/2020	276.30
Total Bracewell LLP					6,204.40
<b>McCall Gibson Swedlund Barfoot PLLC</b>					
Bill	05/01/2020	2019 Audit Final	FYE 06.30.19 Audit - Final billing	05/11/2020	2,000.00
Total McCall Gibson Swedlund Barfoot PLLC					2,000.00
<b>The Morton Accounting Services</b>					
Bill	05/31/2020	2053	CPA Services and Invest. Officer (Jan - May) & Transition Cost	06/10/2020	5,093.54
Total The Morton Accounting Services					5,093.54
<b>TIFWorks, LLC</b>					
Bill	06/02/2020	15	General Consulting Services January through June 2, 2020	06/12/2020	2,287.50
Total TIFWorks, LLC					2,287.50
<b>TOTAL</b>					<b>15,585.44</b>

## HARDY/NEAR NORTHSIDE TIRZ # 21

### BUDGET TO ACTUAL

11 Months Ended May 31, 2020

	May 31, 2020 Actual	May 31, 2020 Budget	Variance	% of Budget
<b>Revenue</b>				
Grant Income - Construction	\$ 235,206.73	\$ 231,639.00	\$ 3,567.73	101.54 %
Interest Income checking	327.34	500.00	(172.66)	65.47 %
Interest on TexPool	9,664.18	0.00	9,664.18	
Interest on TIRZ revenue	0.00	170.00	(170.00)	0.00 %
Tax increments	0.00	438,217.00	(438,217.00)	0.00 %
<b>Total Revenue</b>	<b>245,198.25</b>	<b>670,526.00</b>	<b>(425,327.75)</b>	<b>36.57 %</b>
<b>Capital Improvement Plan</b>				
T-2102 Hernandez Tunnel Mural	0.00	15,000.00	(15,000.00)	0.00 %
T-2101 Near Northside Hernandez	0.00	231,639.00	(231,639.00)	0.00 %
<b>Total Capital Improvement Plan</b>	<b>0.00</b>	<b>246,639.00</b>	<b>(246,639.00)</b>	<b>0.00 %</b>
<b>Gross Profit</b>	<b>245,198.25</b>	<b>423,887.00</b>	<b>(178,688.75)</b>	<b>57.85 %</b>
<b>Operating Expenses</b>				
Developer Reimbursement	649,005.73	391,967.00	257,038.73	165.58 %
Program and Project Consultants	0.00	0.00	0.00	
Planning Consultants	27,950.00	25,000.00	2,950.00	111.80 %
Engineering Consultation	0.00	10,000.00	(10,000.00)	0.00 %
General Counsel Representation	4,499.85	20,000.00	(15,500.15)	22.50 %
TIRZ Administration Overhead	0.00	0.00	0.00	
Tax Consultants	1,868.40	2,000.00	(131.60)	93.42 %
Accounting Services	18,027.53	10,000.00	8,027.53	180.28 %
Administrative Services	15,616.33	8,000.00	7,616.33	195.20 %
Audit Services	8,500.00	10,000.00	(1,500.00)	85.00 %
Bank Charges	161.64	262.60	(100.96)	61.55 %
Insurance - Liability	928.06	1,000.00	(71.94)	92.81 %
Office Expense	440.00	0.00	440.00	
<b>Total Operating Expenses</b>	<b>726,997.54</b>	<b>478,229.60</b>	<b>248,767.94</b>	<b>152.02 %</b>
<b>Net Income (Loss)</b>	<b>(481,799.29)</b>	<b>(54,342.60)</b>	<b>(427,456.69)</b>	<b>886.60 %</b>

**HARDY/NEAR NORTHSIDE TIRZ # 21**  
**BALANCE SHEET**  
 May 31, 2020 and 2019

<b>Assets</b>				
	2020	2019	Variance	%
<b>Current Assets</b>				
BBVA Compass	\$ 70,220.62	\$ 412,064.74	\$ (341,844.12)	(82.96)%
Tex Pool AC 7932300001	690,707.36	679,712.85	10,994.51	1.62 %
Accounts Receivable	<u>0.00</u>	<u>70,408.12</u>	<u>(70,408.12)</u>	<u>(100.00)%</u>
<b>Total Current Assets</b>	<b>760,927.98</b>	<b>1,162,185.71</b>	<b>(401,257.73)</b>	<b>(34.53)%</b>
<b>Total Assets</b>	<b><u>\$ 760,927.98</u></b>	<b><u>\$ 1,162,185.71</u></b>	<b><u>\$ (401,257.73)</u></b>	<b><u>(34.53)%</u></b>
 <b>Liabilities and Fund Balance</b>				
	2020	2019	Variance	%
<b>Current Liabilities</b>				
*Accounts Payable	\$ 13,297.94	\$ 342,224.44	\$ (328,926.50)	(96.11)%
Accounts Payable- CRV HARDY	<u>0.00</u>	<u>70,408.12</u>	<u>(70,408.12)</u>	<u>(100.00)%</u>
<b>Total Current Liabilities</b>	<b>13,297.94</b>	<b>412,632.56</b>	<b>(399,334.62)</b>	<b>(96.78)%</b>
 <b>Fund Balance</b>				
*Fund Balance	1,229,429.33	1,620,067.27	(390,637.94)	(24.11)%
Net Income	<u>(481,799.29)</u>	<u>(870,514.12)</u>	<u>388,714.83</u>	<u>(44.65)%</u>
<b>Total Fund Balance</b>	<b><u>747,630.04</u></b>	<b><u>749,553.15</u></b>	<b><u>(1,923.11)</u></b>	<b><u>(0.26)%</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 760,927.98</u></b>	<b><u>\$ 1,162,185.71</u></b>	<b><u>\$ (401,257.73)</u></b>	<b><u>(34.53)%</u></b>

## HARDY/NEAR NORTHSIDE TIRZ # 21

## Profit &amp; Loss Detail

July 2019 through May 2020

Type	Date	Num	Adj	Name	Memo	Amount
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Grant Income - Construction</b>						
Deposit	11/08/2019			City of Houston, TX	Deposit	171,248.96
Deposit	01/08/2020			City of Houston, TX	Deposit	63,957.77
Total Grant Income - Construction						235,206.73
<b>Interest Income checking</b>						
Deposit	07/01/2019				Interest	24.14
Deposit	08/01/2019				Interest	72.20
Deposit	09/03/2019				Interest	93.69
Deposit	10/01/2019				Interest	48.01
Deposit	11/01/2019				Interest	41.41
Deposit	12/01/2019				Interest	11.76
Deposit	01/01/2020				Interest	8.19
Deposit	02/01/2020				Interest	8.69
Deposit	03/01/2020				Interest	6.40
Deposit	04/01/2020				Interest	6.84
Deposit	05/01/2020				Interest	6.01
Total Interest Income checking						327.34
<b>Interest on TexPool</b>						
Deposit	07/31/2019				Interest	1,381.06
Deposit	08/31/2019				Interest	1,258.54
Deposit	09/30/2019				Interest	1,215.74
Deposit	10/31/2019				Interest	1,111.91
Deposit	11/30/2019				Interest	945.83
Deposit	12/31/2019				Interest	946.71
Deposit	01/31/2020				Interest	930.35
Deposit	02/29/2020				Interest	870.62
Deposit	03/31/2020				Interest	587.74
Deposit	04/30/2020				Interest	258.25
Deposit	05/31/2020				Interest	157.43
Total Interest on TexPool						9,664.18
Total Income						245,198.25
Gross Profit						245,198.25
<b>Expense</b>						
<b>Developer Reimbursement</b>						
Bill	09/23/2019			CRV Hardy Yards, L. P.	Reimbursement to CRV Hardy Yards	413,799.00
Bill	11/11/2019	3		NBG Constructors, Inc.	Hernandez Tunnel #3	171,248.96
Bill	12/31/2019	4 - Final ...		NBG Constructors, Inc.	Hernandez Tunnel #4 - Final Retainage	63,957.77
Total Developer Reimbursement						649,005.73
<b>Program and Project Consultants</b>						
<b>Planning Consultants</b>						
Bill	09/23/2019	11		TIFWorks, LLC	General Consulting Services June through September 2019	6,975.00
Bill	11/06/2019	12		TIFWorks, LLC	General Consulting Services September through October 2019	10,850.00
Bill	01/07/2020	13		TIFWorks, LLC	General Consulting Services September through January 6, 2...	6,750.00
Bill	03/31/2020	14		TIFWorks, LLC	General Consulting Services January through March 31, 2020	3,375.00
Total Planning Consultants						27,950.00
<b>Legal Consultants</b>						
<b>General Counsel Representation</b>						
Bill	10/03/2019	21862276		Bracewell LLP	General Counsel services through September 30, 2019	873.75
Bill	11/05/2019	21866005		Bracewell LLP	General Counsel services through October 31, 2019	400.00
Bill	12/04/2019	21868572		Bracewell LLP	General Counsel services through November 30, 2019	800.00
Bill	01/31/2020	21873314		Bracewell LLP	General Counsel services through January 31, 2020	1,000.00
Bill	02/29/2020	21874752		Bracewell LLP	General Counsel services through February 29, 2020	326.50
Bill	03/31/2020	21877353		Bracewell LLP	General Counsel through March 31, 2020	1,099.60
Total General Counsel Representation						4,499.85
Total Legal Consultants						4,499.85
Total Program and Project Consultants						32,449.85
<b>TIRZ Administration Overhead</b>						
<b>Tax Consultants</b>						
Bill	07/01/2019	54180		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	08/01/2019	54291		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	09/01/2019	54400		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	10/01/2019	54504		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	11/01/2019	54618		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70
Bill	12/02/2019	54781		Equi-Tax Inc.	Monthly Consultant Services fee per Contract	155.70

## HARDY/NEAR NORTHSIDE TIRZ # 21

## Profit &amp; Loss Detail

July 2019 through May 2020

Type	Date	Num	Adj	Name	Memo	Amount
Bill	01/01/2020	54804		Equi-Tax Inc.	January - June 2020 Consultant Services fee per Contract	934.20
Total Tax Consultants						1,868.40
<b>Accounting Services</b>						
Bill	09/18/2019	13030-00...		Bentley, Bratcher & Associate...	Attendance of June 2019 Board meeting, Prepare for Septem...	7,561.00
Bill	11/06/2019	13030-00...		Bentley, Bratcher & Associate...	Attendance of September 2019 Board meeting, Post Board m...	2,063.00
Bill	01/07/2020	1988		The Morton Accounting Services	CPA Services and Invest. Officer (Nov/Dec) & Transition Cost	3,309.99
Bill	05/31/2020	2053		The Morton Accounting Services	CPA Services and Invest. Officer (Jan - May) & Transition Cost	5,093.54
Total Accounting Services						18,027.53
<b>Administrative Services</b>						
Bill	09/09/2019	21859641		Bracewell LLP	Meeting services through August 31, 2019	213.00
Bill	10/03/2019	21862275		Bracewell LLP	Meeting services through September 30, 2019	2,158.40
Bill	12/04/2019	21868571		Bracewell LLP	Meeting services through November 30, 2019	2,673.00
Bill	12/31/2019	21870889		Bracewell LLP	Meeting services through December 30, 2019	41.76
Bill	01/31/2020	21873313		Bracewell LLP	Meeting services through January 31, 2020	3,712.50
Bill	02/29/2020	21874751		Bracewell LLP	Meeting services through February 29, 2020	1,712.87
Bill	03/31/2020	21877352		Bracewell LLP	Meeting services through March 31, 2020	4,050.00
Bill	04/30/2020	21878576		Bracewell LLP	Meeting services through April 30, 2020	778.50
Bill	05/31/2020	21881076		Bracewell LLP	Meeting services through May 31, 2020	276.30
Total Administrative Services						15,616.33
<b>Audit Services</b>						
Bill	09/12/2019			McCall Gibson Swedlund Barf...	FYE 06.30.19 Audit - interim billing	6,500.00
Bill	05/01/2020	2019 Aud...		McCall Gibson Swedlund Barf...	FYE 06.30.19 Audit - Final billing	2,000.00
Total Audit Services						8,500.00
<b>Bank Charges</b>						
Check	07/15/2019				Service Charge	15.19
Check	08/15/2019				Service Charge	14.80
Check	09/16/2019				Service Charge	14.00
Check	10/15/2019				Service Charge	14.60
Check	11/15/2019				Service Charge	14.60
Check	12/15/2019				Service Charge	15.80
Check	01/15/2020				Service Charge	14.00
Check	02/15/2020				Service Charge	16.25
Check	03/15/2020				Service Charge	14.00
Check	04/15/2020				Service Charge	14.00
Check	05/15/2020				Service Charge	14.40
Total Bank Charges						161.64
<b>Insurance - Liability</b>						
Bill	12/01/2019	6754-19/20		Texas Municipal League Interg...	2019-2020 FY Insurance	928.06
Total Insurance - Liability						928.06
<b>Office Expense</b>						
Check	04/22/2020	1069		Houston Business Journal	Engineering bids	440.00
Total Office Expense						440.00
Total TIRZ Administration Overhead						45,541.96
Total Expense						726,997.54
Net Ordinary Income						-481,799.29
<b>Net Income</b>						<b>-481,799.29</b>

## HARDY/NEAR NORTHSIDE TIRZ # 21

## Unpaid Bills Detail

As of July 6, 2020

Type	Date	Num	Memo	Open Balance
<b>Bracewell LLP</b>				
Bill	06/30/2020	21883398	Meeting services through June 30, 2020	4,425.00
Bill	06/30/2020	21883434	General Counsel services through June 30, 2020	2,000.00
Total Bracewell LLP				6,425.00
<b>Equi-Tax Inc.</b>				
Bill	07/01/2020	55573	July - June 2021 Consultant Services fee per Contract	1,868.40
Total Equi-Tax Inc.				1,868.40
<b>The Morton Accounting Services</b>				
Bill	06/30/2020	2072	CPA Services and Invest. Officer June 2020	914.22
Total The Morton Accounting Services				914.22
<b>TOTAL</b>				<b>9,207.62</b>



# BRACEWELL

April 8, 2020

**VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM**

Ms. Melissa Morton  
The Morton Accounting Services  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21  
General Counsel – 0037619.01  
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed are our firm invoices for the above-captioned matters for services rendered through March 31, 2020. Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord  
Partner

Enclosure

**Clark Stockton Lord**  
Senior Counsel

T: 713.221.1202 F: 800-404-3970  
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770  
Clark.Lord@bracewell.com bracewell.com

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

April 03, 2020  
Invoice Number 21877353  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through March 31, 2020  
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/03/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.30	428.00	128.40
03/04/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.10	428.00	42.80
03/06/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.20	428.00	85.60
03/09/20	Prepare for and attend Board meeting	Clark Stockton Lord	2.00	400.00	800.00
03/12/20	Review and analyze potential second TPIA disclosure and law regarding production of documents.	Shelby Harden	0.10	428.00	42.80
<b>Total Fees</b>					<b>\$ 1,099.60</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Shelby Harden	Associate	0.70	428.00	299.60
Clark Stockton Lord	Partner	2.00	400.00	800.00
		<b>2.70</b>		<b>\$ 1,099.60</b>

**Total Summary of Fees**

**Total Fees, Expenses and Charges** **\$ 1,099.60**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: General Counsel

April 03, 2020  
Invoice Number. 21877353

Matter No: 0037619.000001

Total Fees	\$ 1,099.60
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 1,099.60
<b>Total Current Billing for this Matter</b>	<b>\$ 1,099.60</b>
Balance Forward	\$ 1,326.50
<b>Please Remit Total Balance Due</b>	<b>\$ 2,426.10</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21877353**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

April 03, 2020  
Invoice Number 21877352  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through March 31, 2020  
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/02/20	Draft minutes and agenda. Coordinate with Ralph DeLeon regarding meeting and agenda items.	Brenda Presser	3.50	315.00	1,102.50
03/03/20	Revise and finalize agenda and follow up on agenda item for inclusion.	Brenda Presser	0.50	315.00	157.50
03/06/20	Prepare for meeting.	Brenda Presser	1.00	315.00	315.00
03/09/20	Travel to, from and attend regular meeting. Post meeting follow up, distribution and filing of documents.	Brenda Presser	5.00	315.00	1,575.00
03/10/20	Finalize follow up items for review with working group.	Tiffany M. Ehmke	0.25	297.00	74.25
03/12/20	Review requests from houston chronicle regarding additional information and/or reformatting of check registrars and/ general ledger; Conference call with attorney and houston chronicle requested regarding the same.	Tiffany M. Ehmke	0.50	297.00	148.50
03/13/20	Review of outstanding items from City of Houston; Contact City of Houston regarding request for original publication affidavits and paper clippings for recent Project Plan; Request for certification sheets for Ordinance approving project plan; Meeting with attorney reviewing ongoing projects and related follow up matters; Updated database regarding the same.	Tiffany M. Ehmke	0.50	297.00	148.50
03/13/20	Receive and review correspondence from Ralph DeLeon regarding requests for qualifications and posting notice.	Brenda Presser	0.25	315.00	78.75
03/19/20	Receive and review District correspondence.	Brenda Presser	0.25	315.00	78.75

Bracewell LLP 711 Louisiana Street, Suite 2300 Houston, Texas 77002 bracewell.com

AUSTIN CONNECTICUT DALLAS DUBAI HOUSTON LONDON NEW YORK SAN ANTONIO SEATTLE WASHINGTON, DC

# BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

April 03, 2020  
Invoice Number: 21877352

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
03/20/20	Analyze and review methods of complying with Governor Declaration for conference and/ or video conference options for future meetings; Follow up with IT regarding document upload to web video conferencing and additional options;	Tiffany M. Ehmke	0.25	297.00	74.25
03/26/20	Review of Texas Department of Information Resources; Coordinate with IT regarding platform for teleconference, conference call and related options for open meetings.	Tiffany M. Ehmke	0.25	297.00	74.25
03/30/20	Coordinate with IT department for firm platform for meetings with governmental entities; Training and practice meeting on platform; Coordinate with team regarding new standards for meetings via tele-communications.	Tiffany M. Ehmke	0.50	297.00	148.50
03/31/20	Attention to conference call with team regarding link for District documents and notification to the public; Coordinate with IT regarding finalization of platform for public meetings via teleconference; Draft language regarding notification to the public regarding meeting documents and transmit to attorney for review.	Tiffany M. Ehmke	0.25	297.00	74.25
<b>Total Fees</b>					<b>\$ 4,050.00</b>

# BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

April 03, 2020  
Invoice Number: 21877352

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	2.50	297.00	742.50
Brenda Presser	Paralegal	10.50	315.00	3,307.50
		<u>13.00</u>		<u>\$ 4,050.00</u>
<b>Total Summary of Fees</b>				

**Total Fees, Expenses and Charges** **\$ 4,050.00**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: Meeting Services

April 03, 2020  
Invoice Number. 21877352

Matter No: 0037619.000003

Total Fees	\$ 4,050.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 4,050.00
<b>Total Current Billing for this Matter</b>	<b>\$ 4,050.00</b>
Balance Forward	\$ 5,425.37
<b>Please Remit Total Balance Due</b>	<b>\$ 9,475.37</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21877352**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# BRACEWELL

May 6, 2020

**VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM**

Ms. Melissa Morton  
The Morton Accounting Services  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21  
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed is our firm invoice for the above-captioned matter for services rendered through April 30, 2020. Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord  
Partner

Enclosure

**Clark Stockton Lord**  
Senior Counsel

T: 713.221.1202 F: 800-404-3970  
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770  
Clark.Lord@bracewell.com bracewell.com



# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

May 04, 2020  
Invoice Number 21878576  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through April 30, 2020  
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
04/01/20	Receive and respond to District correspondence.	Brenda Presser	0.25	315.00	78.75
04/03/20	Draft conference call protocol form and transmit to attorney for review and comment; DocuSign process for execution of documents via electronic device.	Tiffany M. Ehmke	0.25	297.00	74.25
04/03/20	Receive and file engineering proposals. Discussion with administrator regarding next meeting and agenda items. Review District calendar.	Brenda Presser	1.00	315.00	315.00
04/16/20	Contact City regarding certified ordinance for recent approval of project plan and related publisher's affidavits.	Tiffany M. Ehmke	0.25	297.00	74.25
04/16/20	Receive and respond to District correspondence. Follow up on invoices and affidavits from Houston Business Journal.	Brenda Presser	0.50	315.00	157.50
04/22/20	Receive and respond to District correspondence.	Brenda Presser	0.25	315.00	78.75
<b>Total Fees</b>					<b>\$ 778.50</b>

# BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

May 04, 2020  
Invoice Number: 21878576

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	0.50	297.00	148.50
Brenda Presser	Paralegal	2.00	315.00	630.00
		<u>2.50</u>		<u>\$ 778.50</u>
<b>Total Summary of Fees</b>				

**Total Fees, Expenses and Charges**

**\$ 778.50**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: Meeting Services

May 04, 2020  
Invoice Number. 21878576

Matter No: 0037619.000003

Total Fees	\$ 778.50
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 778.50
<b>Total Current Billing for this Matter</b>	<b>\$ 778.50</b>
Balance Forward	\$ 4,050.00
<b>Please Remit Total Balance Due</b>	<b>\$ 4,828.50</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21878576**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# BRACEWELL

June 2, 2020

**VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM**

Ms. Melissa Morton  
The Morton Accounting Services  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21  
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed is our firm invoice for the above-captioned matter for services rendered through May 31, 2020.  
Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord  
Partner

Enclosure

**Clark Stockton Lord**  
Senior Counsel

T: 713.221.1202 F: 800-404-3970  
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770  
Clark.Lord@bracewell.com bracewell.com

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

June 02, 2020  
Invoice Number 21881076  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through May 31, 2020  
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
05/20/20	Receive and inspect original publication certification for project plan amendments; Attention to Liberty Mutual contract bond query.	Tiffany M. Ehmke	0.40	297.00	118.80
05/20/20	Receive and respond to correspondence. Update calendar for meetings.	Brenda Presser	0.50	315.00	157.50

**Total Fees** **\$ 276.30**

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	0.40	297.00	118.80
Brenda Presser	Paralegal	0.50	315.00	157.50
		<u>0.90</u>		<u>\$ 276.30</u>

**Total Summary of Fees**

**Total Fees, Expenses and Charges** **\$ 276.30**

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: Meeting Services

June 02, 2020  
Invoice Number. 21881076

Matter No: 0037619.000003

Total Fees	\$ 276.30
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 276.30
<b>Total Current Billing for this Matter</b>	<b>\$ 276.30</b>
Balance Forward	\$ 4,828.50
<b>Please Remit Total Balance Due</b>	<b>\$ 5,104.80</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21881076**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# BRACEWELL

July 2, 2020

**VIA E-MAIL MELISSACPA@THEMORTONASSOCIATES.COM**

Ms. Melissa Morton  
The Morton Accounting Services  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

Re: Hardy/Near Northside Redevelopment Authority/TIRZ 21  
General Counsel – 0037619.02  
Meeting Services – 0037619.03

Dear Ms. Morton:

Enclosed are our firm invoices for the above-captioned matters for services rendered through June 30, 2020. Please remit payment at your earliest convenience.

Very truly yours,



Clark Stockton Lord  
Partner

Enclosure

cc: Ralph DeLeon via e-mail

**Clark Stockton Lord**  
Partner

T: +1.713.221.1202 F: +1.800.404.3970  
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770  
clark.lord@bracewell.com bracewell.com

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

July 02, 2020  
Invoice Number 21883434  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000001 For Services Through June 30, 2020  
General Counsel

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/01/20	Prepare for Board meeting; revise agenda, review engineering contract	Clark Stockton Lord	1.00	400.00	400.00
06/03/20	Revise agenda; handle Hardy Yards development agreement issues.	Clark Stockton Lord	1.00	400.00	400.00
06/08/20	Prepare for and attend board meeting,	Clark Stockton Lord	2.00	400.00	800.00
06/24/20	Revise engineering contract.	Clark Stockton Lord	1.00	400.00	400.00
<b>Total Fees</b>					<b>\$ 2,000.00</b>

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clark Stockton Lord	Partner	5.00	400.00	2,000.00
<b>Total Summary of Fees</b>		<b>5.00</b>		<b>\$ 2,000.00</b>

**Total Fees, Expenses and Charges** **\$ 2,000.00**



# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: General Counsel

July 02, 2020  
Invoice Number. 21883434

Matter No: 0037619.000001

Total Fees	\$ 2,000.00
Total Expenses	\$ 0.00
Total Fees, Expenses and Charges	\$ 2,000.00
<b>Total Current Billing for this Matter</b>	<b>\$ 2,000.00</b>
Balance Forward	\$ 0.00
<b>Please Remit Total Balance Due</b>	<b>\$ 2,000.00</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21883434**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# BRACEWELL

Hardy/Near Northside Redevelopment Authority  
Melissa Morton, Bookkeeper  
1125 Cypress Station Drive  
Building H-4  
Houston, TX 77090

July 02, 2020  
Invoice Number 21883398  
BA: 04674 Clark Stockton Lord

Our Matter #: 0037619.000003 For Services Through June 30, 2020  
Meeting Services

<u>Date</u>	<u>Description</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/01/20	Draft minutes. Draft agenda. Discussion with administrator regarding follow up tasks and pending matters. Draft form of Master Agreement for Engineering Services.	Brenda Presser	4.50	315.00	1,417.50
06/02/20	Receive and respond to District correspondence.	Brenda Presser	1.00	315.00	315.00
06/03/20	Revise form of Master Engineering Service Contract. Look up current rates on City of Houston web site for engineering. Receive and respond to District correspondence in preparation of meeting.	Brenda Presser	3.00	315.00	945.00
06/04/20	Receive and review correspondence.	Brenda Presser	0.50	315.00	157.50
06/05/20	Prepare and file City of Houston's annual filing requirement of COI's; Coordinate with administrator regarding the same.	Tiffany M. Ehmke	0.50	297.00	148.50
06/08/20	Prepare for and participate in meeting of the Board. Post meeting follow up. Update agenda calendar.	Brenda Presser	3.50	315.00	1,102.50
06/09/20	Coordinate with attorney regarding form of engineering services agreement. Receive and review correspondence.	Brenda Presser	0.50	315.00	157.50
06/10/20	Receive and review District correspondence.	Brenda Presser	0.50	315.00	157.50
<b>Total Fees</b>					<b>\$ 4,401.00</b>

# BRACEWELL

Client: Hardy/Near Northside Redevelopment Authority

July 02, 2020  
Invoice Number: 21883398

## Summary of Fees

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Tiffany M. Ehmke	Paralegal	0.50	297.00	148.50
Brenda Presser	Paralegal	13.50	315.00	4,252.50
		<u>14.00</u>		<u>\$ 4,401.00</u>
<b>Total Summary of Fees</b>				

## Expense Detail

<u>Date</u>	<u>Cost</u>	<u>Description</u>	<u>Amount</u>
06/05/20	Delivery Services/Messenger	3rd Party Courier 2020-06-05 Clark Stockton Lord #404249	24.00
<b>Total Expenses</b>			<u>\$ 24.00</u>
<b>Total Fees, Expenses and Charges</b>			<b>\$ 4,425.00</b>

# BRACEWELL

## REMITTANCE PAGE

Client: Hardy/Near Northside Redevelopment Authority  
Matter: Meeting Services

July 02, 2020  
Invoice Number. 21883398

Matter No: 0037619.000003

Total Fees	\$ 4,401.00
Total Expenses	\$ 24.00
Total Fees, Expenses and Charges	\$ 4,425.00
<b>Total Current Billing for this Matter</b>	<b>\$ 4,425.00</b>
Balance Forward	\$ 0.00
<b>Please Remit Total Balance Due</b>	<b>\$ 4,425.00</b>

PLEASE RETURN THIS REMITTANCE PAGE WITH YOUR PAYMENT

### Wire Transfer Information

Wire to: Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104

Name on Account: Bracewell LLP

Bank Account No: 5436952757

ABA Number **(For Wire Transfers Only)** : 121000248; **(For ACH'S Only)**: 111900659

For International Wires Also Include Swift Code (for both US and Foreign Funds): **WFBIUS6S**

Please include the invoice number as a reference when sending the wire. **21883398**

### Check Information

Bracewell LLP

P.O. Box 207486

Dallas, TX 75320-7486

Tax ID 74-1024827

### Courier Information

Wells Fargo Lockbox Services

P.O. Box 207486

2975 Regent Blvd

Irving, TX 75063

### Credit Card Information:

<https://www.e-billexpress.com/ebpp/Bracewell/>

# INVOICE

Date: 6/2/2020  
 Invoice # Number 15

TIFWorks, LLC  
 P.O. Box 10330  
 Houston, Texas 77206  
 (832)-978-5910  
 rdeleon1028@sbcglobal.net

To

Ed Reyes  
 Chairman of the Board  
 Hardy/Near Northside Redevelopment Authority  
 Tax Increment Investment Zone Number  
 Twenty-One, City of Houston

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	
Ralph De Leon	Hardy/Near Northside Redevelopment Authority General Consulting Services	Due Upon Receipt	
<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
Labor (Hours)	Meetings, Travel, Mileage, Electronic Correspondence and Telephone Calls:		
4	Electronic and telephonic correspondence April 1, 2020 thru June 2, 2020, including RFQ Selection Committee, Bracewell, Gauge Engineering, Walter P. Moore, Binkley & Barfield, Raba Kistner Consultants, ING Garza, PGAL, HNTB, Deltek, WGI, and Cypress Reality.	\$150.00	\$600.00
1.25	5/13/2020 – process Houston Business Journal Invoice Check needed for payment of RFQ Notice that appeared in HBJ on 3/20/2020 and 3/27/2020, including mileage and travel to Ed and Sylvia for signature and counter signature.	\$150.00	\$187.50
5	5/20/2020 – 5/30/2020 – Research and Budget Preparation needed to draft Fiscal Year 2021 Annual Operating Budget of the Authority and 5-Year CIP Budget of the Zone, including summary and distribution of same.	\$150.00	\$750.00
5	6/2/2020 – Selection Committee Pre-Interview Meeting, interviews with finalist, including preparation for same.	\$150.00	\$750.00
<b>Subtotal</b>			\$2,287.50
<b>Total</b>			\$2,287.50

Make all checks payable to TIFWorks, LLC

**Thank you for your business!**

# McCALL GIBSON SWEDLUND BARFOOT PLLC

Certified Public Accountants

13100 Wortham Center Drive  
Suite 235  
Houston, Texas 77065-5610  
(713) 462-0341  
Fax (713) 462-2708  
E-Mail: [mgsb@mgsbpllc.com](mailto:mgsb@mgsbpllc.com)

9600 Great Hills Trail  
Suite 150W  
Austin, Texas 78759  
(512) 610-2209  
[www.mgsbpllc.com](http://www.mgsbpllc.com)

October 1, 2019

Hardy/Near Northside Redevelopment Authority  
c/o Melissa C. Morton, CPA  
The Morton Accounting Services  
1125 Cypress Station Drive  
Building H4  
Houston, TX 77090

Client Number: 300-20

Audit of Hardy/Near Northside Redevelopment Authority as of and for the year ended June 30, 2019, including distribution of the report and meeting with the Board of Directors and receiving comments from the City of Houston on the draft audit.

Annual Audit Fee	\$ 8,250.00
Postage, delivery and report production	250.00
Less Interim Billing	<u>6,500.00</u>
Balance Due	<u>\$ 2,000.00</u>

**We appreciate your business!**

*Chris Swedlund*



# Invoice

Date	Invoice #
5/29/2020	2053

Bill To
Hardy Near/Northside Redevelopment Auth 711 Louisiana St Suite 2300 Houston, TX 77002

Terms	Due Date
Net 15	6/13/2020

Serviced	Description	Hours	Rate	Amount
1/7/2020	Transition costs - fix Quickbooks file for transition, set up budget, organize layout and formatting	2.10861	125.00	263.58
1/7/2020	Transition costs - setting up financial statement templates	0.84778	125.00	105.97
1/10/2020	Transition costs - call with bankers re: deletion of old CPA profile	0.15791	125.00	19.74
1/16/2020	Transition costs - working with bank to transition CPA firms	0.10311	125.00	12.89
1/22/2020	Transition costs - Send completed resolution to banker, answer banker questions for transition	0.45709	125.00	57.14
1/23/2020	Transition costs - speaking with Donna at Compass	0.25478	125.00	31.85
2/4/2020	Transition costs - working with Ralph and banker to get form completed, address and contact information changed on account	0.34067	125.00	42.58
3/2/2020	Set up online access to Bank account	0.47833	125.00	59.79
5/31/2020	Accounting/CPA Services and Investment Officer - January, February, March, April and May	5	900.00	4,500.00

Please Remit Payment to: The Morton Accounting Service 1125 Cypress Station Dr. Bldg H-4 Houston, TX 77090	<b>Total</b>	\$5,093.54
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$5,093.54

or via the Intuit payment link in the email.



# Invoice

Date	Invoice #
6/30/2020	2072

Bill To
Hardy Near/Northside Redevelopment Auth 711 Louisiana St Suite 2300 Houston, TX 77002

Terms	Due Date
Net 15	7/15/2020

Served	Description	Hours	Rate	Amount
6/30/2020	Accounting/CPA Services and Investment Officer - June	1	900.00	900.00
6/30/2020	Postage	1	14.22	14.22

Please Remit Payment to:  
The Morton Accounting Service  
1125 Cypress Station Dr. Bldg H-4  
Houston, TX 77090

or via the Intuit payment link in the email.

<b>Total</b>	\$914.22
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$914.22



# Equi-Tax Inc.

# Invoice

Suite 200  
17111 Rolling Creek Drive  
Houston Texas 77090  
281-444-4866

DATE	INVOICE #
7/1/2020	55573

BILL TO
TIRZ No. 21 - Hardy / Near Northside c/o Ralph DeLeon Tifworks, L.L.C. P.O. Box 10330 Houston TX 77206

DESCRIPTION	AMOUNT
Annual Consultant Services Fee per Contract July 1, 2020 to June 30, 2021 at \$155.70 per month 519 items	1,868.40
Invoice emailed to: Melissa Morton at melissacpa@themortonassociates.com cc'ed Ralph DeLeon at ralph@tifworks.com	

<b>Total</b>	\$1,868.40
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#	TIRZ Name	Jurisdiction Code	Fund #	City Increment	Affordable Housing Transfer to Fund 2409	City Admin. Fee Transfer to Fund 1000	Total Increment Amount Due	Payee	SAP Budget Number
1.	Lamar Terrace		7512	\$ 2,773,122.58	\$ 924,374.20	\$ 138,656.13	\$ 1,710,092.25	St. George Place RA	100619651
	Original	577		1,756,918.13	585,639.38	87,845.91	1,083,432.84		
	Annexed	800		1,016,204.45	338,734.82	50,810.22	626,659.41		
9.	South Post Oak		7557	\$ 600,303.21	N/A	\$ 30,015.16	\$ 570,288.05	South Post Oak RA	100619652
	Original	589		400,371.18		20,018.56	380,352.62		
	Annexed	830		199,932.03		9,996.60	189,935.43		
11.	Greater Greenspoint	590	7559	\$ 4,637,594.52	N/A	\$ 231,879.73	\$ 4,405,714.79	Greater Greenspoint RA	100619653
15.	East Downtown		7563	\$ 2,850,277.65	N/A	\$ 142,513.88	\$ 2,707,763.77	East Downtown RA	100619654
	Original	596		1,241,085.62		62,054.28	1,179,031.34		
	Annexed	938		1,609,192.03		80,459.60	1,528,732.43		
17.	Memorial City		7565	\$ 16,864,544.82	N/A	\$ 843,227.24	\$16,021,317.58	Memorial City RA	100619655
	Original	977		16,864,544.82		843,227.24	16,021,317.58		
	Annexed (2011)	927		-		-	-		
	Annexed (2014)	908		-		-	-		
19.	Upper Kirby		7567	\$ 15,305,373.16	N/A	\$ 765,268.66	\$ 14,540,104.50	Upper Kirby RA	100619656
	Original	598		14,932,184.59		746,609.23	14,185,575.36		
	Annexed (2015)	836		373,188.57		18,659.43	354,529.14		
21.	Hardy/Near Northside	794	7569	\$ 775,946.95	\$ 258,649.00	\$ 38,797.35	\$ 478,500.60	Hardy Place RA	100619657
22.	Leland Woods	795	7570	\$ 120,367.25	N/A	\$ 6,018.36	\$ 114,348.89	Leland Woods RA	100619658
24.	Greater Houston		7581	\$ 558,584.44	N/A	\$ 558,584.44	\$ -		100619659
	Original (2012)	920		546,236.53		546,236.53			
	Annexed (2015)	839		12,347.91		12,347.91			
	<b>Total</b>			<b>\$ 44,486,114.58</b>	<b>\$ 1,183,023.20</b>	<b>\$ 2,754,960.95</b>	<b>\$ 40,548,130.43</b>		

Tax Year 2019 Payment Cypress Development for CR V Hardy Yards, L.P.

**Tax Year 2019 Increment:**

Gross Increment	\$	775,946.95
Less City Admin Fee	\$	(38,797.35)
Less City Affordable Housing	\$	(258,649.00)
Less Estimated Zone Operating Costs	\$	(35,607.00)
Available for Reimbursement	\$	<u>442,893.60</u>

On-Site Payment (28%)	\$	124,010.60
Off-Site Payment (72%)	\$	<u>318,883.00</u>
	\$	442,893.60

## **BCycle Station at Hardy Yards**

### **Funding Information:**

- \$100,509 - full amount
  - \$58,298 - Federal Grant \$\$\$
  - \$14,575 - CM Cisneros
  - \$10,000 - NRP
  - \$17,636 - GNMD & TIRZ

**MASTER AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

This **MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (this "Agreement") is entered into as of the 24<sup>th</sup> day of June, 2020, by and between **GAUGE ENGINEERING, LLC** ("Consultant") and **HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY** ("Authority").

**RECITALS**

- A. Authority is in the process of planning and implementing various projects in the Hardy/Near Northside area (the "Projects").
- B. Authority desires to secure the engineering services of Consultant in connection with the Projects, all as more particularly described in **Exhibits "A" and "A-1"** attached hereto and incorporated herein by reference (the "Services").
- C. Consultant is willing to provide the Services for the fees set out in **Exhibit "B"** attached hereto and incorporated herein by reference (the "Fee").

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

- 1.1 "Agreement" means this Master Agreement for Professional Engineering Services and all documents attached hereto or incorporated by reference herein.
- 1.2 "Authority" means Hardy/Near Northside Redevelopment Authority.
- 1.3 "Business Day" means Monday through Friday, excluding bank holidays and legal holidays recognized by the State of Texas.
- 1.4 "City" means the City of Houston, Texas.
- 1.5 "Consultant" means Gauge Engineering, LLC.
- 1.6 "Fee" means the aggregate of fees to be paid to Consultant for the performance of the Services, as set forth on **Exhibit "B"**.
- 1.7 "Services" means those services described in **Exhibits "A" and "A-1"**.

- 1.8 “Designated Representative” means the representatives of Consultant and Authority appointed in accordance with Section 2.2 hereof.
- 1.9 “Effective Date” means the date of the City’s approval of this Agreement.
- 1.10 “Governmental Authority” means any government agency having jurisdiction over a Project.
- 1.11 “Governmental Requirements” means all laws, statutes, ordinances, codes, regulations, rules, orders and directives applicable to a Project.
- 1.12 “Plans” means the design documents for the Projects as approved by all Governmental Authorities.
- 1.13 “Preliminary Plans” means the design documents for each Project that are prepared by the Consultant for approval by Authority and thereafter for submission to all Governmental Authorities for approval.
- 1.14 “Projects” means all programs or projects that are included in Authority’s approved Capital Improvement Program.
- 1.15 “Project Budget” will mean the approved budget of costs for a particular Project, prepared in a format approved by Authority.
- 1.16 “Reimbursable Expenses” will mean those expenses incurred by Consultant in connection with a Project and approved for payment by Authority and the City in their sole discretion.
- 1.17 “Services” means those services described in **Exhibits “A” and “A-1”** .

**ARTICLE 2**  
**CONSULTANT’S DUTIES AND RESPONSIBILITIES**

- 2.1 **Duties and Responsibilities.** Subject to Article 3 and Work Authorizations to be issued in accordance with this Agreement, Authority hereby contracts with and engages Consultant to provide program management and engineering services as described in **Exhibits “A” and “A-1”** attached hereto. Consultant hereby accepts such engagement and hereby agrees to perform the Services pursuant to the terms of this Agreement.
- 2.2 **Designated Representative.** For purposes of this Agreement, Consultant has appointed Muhammad Ali as its Designated Representative. The Authority shall have the right, from time to time, to appoint a Designated Representative upon written notice thereof of the Consultant. For the purposes of this Agreement the Authority designates Ralph De Leon as its Designated Representative. The Authority and Consultant may appoint a new Designated Representative at any time upon notice to the other party.

2.3 Authority to Act. Consultant shall not act as an agent of Authority with respect to any contracts or other matters concerning the Projects. Instead, Consultant shall be deemed an independent contractor for all purposes in connection with this Agreement with authority to act on Authority's behalf only as specifically set forth in this Agreement.

2.4 Standard of Care. (a) Consultant shall perform all Work in accordance with this Agreement consistent with that level of care and skill and with such expeditiousness as is ordinarily exercised by members of its profession currently practicing or by its industry, as the case may be.

(b) Authority and Consultant recognize that this Agreement creates a special relationship of trust and confidence between the respective parties, due to the fact that Consultant will be acting in a fiduciary role with respect to Authority in providing the Services. Authority and Consultant recognize that, due to the special fiduciary relationship between them, it is the intention of this Agreement to impose, and of Consultant to accept, the special and additional duties of trust and confidence created hereby. Consultant will exercise the highest standards of good faith and fidelity with respect to Authority. Further, Consultant recognizes the obligation to cooperate in all respects with the Authority's other consultants on the Projects and understands that Authority has required like cooperation from Authority's employees and independent contractors in regards to Consultant. Consultant agrees to function as part of the design and construction team for the purpose of facilitating the planning, design, and construction of the Projects, in the most expeditious and least costly manner consistent with the requirements of first quality.

(c) Services provided for under this Agreement are being performed for the public benefit. The employees provided by the Consultant shall be competent and careful workers skilled in their respective trades. In performing its obligations under this Agreement, the Consultant shall not employ any person who engages in misconduct or is incompetent or negligent in the performance of his or her duties. The Authority retains the right to require the Consultant to remove from the performance of Services provided for under this Agreement any employee who engages in (1) unethical or unprofessional conduct, (2) misconduct or other discourtesies toward the public, (3) conduct inconsistent with sound business practices or (4) other conduct inconsistent with the performance of work in an acceptable manner and at a satisfactory rate of progress to the Authority. Nothing herein is intended to, and the parties agree that this Agreement does not, create any third party beneficiary rights for any employee or other person. It is intended that any employee who engages in any Services provided for under this Agreement is an employee-at-will of the Consultant.

2.5 Legal Action. In the event a suit is filed against Consultant and Authority and/or the City and immediate steps are required, Consultant will take such steps as are necessary to advise Authority of the legal action and will use its best efforts to avoid compromising or waiving any legal right or defense of Authority and/or the City.

- 2.6 Assertion of Authority's Rights. No provision of this Agreement will relieve Consultant of (i) its responsibility to Authority and/or the City for all matters related to the Services or (ii) its responsibility to assert all rights of Authority and/or the City under the contract documents during the Projects and to otherwise supervise any person or entities' performance thereunder, as and to the extent provided in this Agreement.
- 2.7 Compliance with Governmental Requirements; Consultant Employees. (a) Governmental Requirements. Consultant agrees that while providing the Services pursuant to this Agreement, Consultant, including its employees and consultants/contractors of any tier, shall comply with all Governmental Requirements. In addition, Consultant shall, at its expense, cooperate with and provide Authority with such information and data as may be reasonably required in order for Authority to comply with all Governmental Requirements.
- (b) Consultant Employees. Consultant agrees that while providing the Services pursuant to this Agreement, its employees and contractors shall comply with all Governmental Requirements. Consultant assumes full responsibility for the actions of its employees while providing the Services provided such persons are acting within the course and scope of their employment. Consultant agrees to promptly remove any employee from a Project if such employee's conduct violates any Governmental Requirements.
- 2.8 Administrative Policies and Procedures. The Consultant shall conduct the Services for the Authority in accordance with the instructions and guidance of the Authority. Consultant shall have the right to determine the method, details, and means of performing the Services. The Authority shall, however, be entitled to ensure satisfactory performance, including the rights to inspect, to stop work, to make suggestions or recommendations as to the details of the work, and to propose modifications to the Services. Consultant will provide all required resources and personnel to complete the Services and use its best efforts to accommodate work schedule requests in a timely manner and in accordance with each Work Authorization.
- 2.9 Disclosure of Information. Consultant understands that any information it provides to Authority pursuant to this Agreement may be subject to disclosure by Authority to the public in accordance with applicable law, including the Texas Public Information Act.

### ARTICLE 3

#### TERM; TERMINATION; CHANGES IN SERVICES

- 3.1 Term. This Agreement will commence upon the date set forth above and will terminate thirty (30) days after final completion of all of the Projects, unless otherwise terminated as provided herein or extended in writing by the parties hereto.
- 3.2 Termination without Fault. Authority reserves the right to terminate this Agreement in whole or in part, without cause, upon thirty (30) days written notice to Consultant. In addition, this Agreement may be terminated by Authority, without the breach of any party, upon the happening of any of the following events:



3.2.1 The failure of any contingency as provided in Section 3.3 below; or

3.2.2 At the convenience of Authority, if Authority, in its sole discretion, determines that all or any portion of a Project is no longer required, desired or financially feasible, which determination will be final and not subject to review.

In the event of termination of this Agreement pursuant to this Section, Consultant shall immediately take all required steps to carry out the Authority's instructions, shall advise the Authority of the extent to which performance has been completed to date, and shall collect and deliver to the Authority whatever work product then exists in the manner requested by the Authority. Authority's only liability to Consultant shall be the payment of valid outstanding invoices and any work that has not been invoiced but performed prior to the effective date of such termination. Consultant agrees to render a final invoice to Authority for all Services performed by Consultant prior to such termination within thirty (30) days after completion of the Services performed.

3.3 Contingencies. This Agreement is expressly contingent upon the following items, each of which is a material part of this Agreement, the failure of which substantially impairs the ability of the parties to continue with the Projects and this Agreement:

3.3.1 The ability of Authority to obtain approval from its Board of Directors and/or the City, as appropriate, for the development of the Projects as contemplated hereby.

3.4 Termination. In addition to the remaining provisions of this Article 3, this Agreement may be terminated as follows:

3.4.1 By either party upon the occurrence of any of the following events of default by the other party, which termination will be effective as of the date specified in a written notice of termination given by the non-defaulting party to the defaulting party:

(a) The filing of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors' rights;

(b) The consent to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights; or

(c) The entry of an order against a party or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of such party in any involuntary proceeding, and the continuation of such order, judgment or decree unstayed for any period of ninety (90) consecutive calendar days.

3.4.2 By Consultant upon Authority's failure to perform or observe any covenant, obligation or requirement of this Agreement, and the continuation of such failure for (i) ten (10) calendar days after written notice thereof from Consultant specifying the nature and extent of any monetary default or (ii) thirty (30) calendar days after written notice thereof from Consultant specifying the nature and extent of any non-monetary default.

Any such termination will be effective as of the date specified in a written notice of termination; provided, however, that if upon receipt of such notice, Authority promptly and with all due diligence proceeds to attempt to cure the default within the time specified herein and thereafter diligently pursues such efforts to completion, then Consultant may not terminate this Agreement pursuant to this Section 3.4.2.

3.4.3 By Authority upon Consultant's failure to perform or observe any covenant, obligation or requirement of this Agreement, and unless otherwise specifically set forth in this Agreement, the continuation of such failure for thirty (30) calendar days after written notice thereof from Authority specifying the nature and extent of such default. Any such termination will be effective as of the date specified in a written notice of termination; provided, however, that if upon receipt of such notice, Consultant promptly and with all due diligence proceeds to attempt to cure the default within the time specified and thereafter diligently pursues such efforts to completion then Authority will have no right to terminate this Agreement pursuant to this Section 3.4.3.

3.5 Effect of Termination. Upon the termination of this Agreement pursuant to Section 3.4 above, the non-defaulting party will have all rights and remedies available to it by reason of applicable provisions of law or equity. Without limiting the generality of the foregoing, upon the termination of this Agreement pursuant to Section 3.4.3, the Authority may withhold any further payments to the Consultant until the Authority obtains another consultant to complete the work or a portion thereof for the remaining unpaid amount of any applicable limit or lump sum prices, and the work for which such services are due is complete. If the Authority's cost of obtaining completion of the work by other consultants exceeds the remaining contract amounts unpaid to Consultant, or if the Authority sustains other charges as a result of the default, the Authority shall not be obligated to make any further payment to Consultant. This provision does not relieve Consultant of any other obligation Consultant may have to the Authority.

3.6 Changes in Scope of Services. Authority may, at any time, make changes in the description of Services to be performed under a Work Authorization. In the event Authority notifies Consultant of its desire to make a change in the Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Authority notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from Services changes will be negotiated and upon mutual agreement by Authority and Consultant, the Work Authorization will be modified by a written instrument, signed by both parties, to reflect the changes in Services, price and schedule.

#### **ARTICLE 4**

#### **FEE AND REIMBURSABLE EXPENSES**

4.1 Work Authorization. Upon receipt of a written Work Authorization in the form attached hereto as **Exhibit "D"** and executed by the Authority or the Authority's Designated Representative authorizing Consultant's commencement of work on a specific Project, Consultant is authorized to begin providing the Services set forth in such Work

Authorization. Consultant understands and agrees that no additional Services will be provided under this Agreement until it receives a written Work Authorization.

- 4.2 Payment of Fee and Reimbursable Expenses. (a) For the Services, Authority will pay Consultant as set out on Exhibit "B". In addition, Authority shall pay Consultant for all Reimbursable Expenses as set out on Exhibit "B"; *provided, however*, all such Reimbursable Expenses proposed to be incurred by the Consultant for performance of the Services shall be subject to the Authority's prior written approval. Consultant understands and agrees that the Fee for each Project shall not be exceeded unless unanticipated conditions arise and Authority's Board of Directors approves the requested increase. The Authority expressly disclaims any liability for payment to the Consultant of any amounts in excess of those approved in writing by the Authority. Consultant further understands and agrees that any Fee and/or Reimbursable Expense submitted for payment that does not relate to a Project, as determined by Authority in its sole discretion, will not be reimbursed or otherwise paid to Consultant. Notwithstanding the foregoing, Authority shall at all times have the right, with notice to Consultant, to withhold any amounts due under this Agreement from the Fee (including, but not limited to, such amounts described in Section 4.3 below) to reasonably protect Authority against loss arising out of the performance of the Services.
- 4.3 Repayment for Non-Project Costs. Consultant shall repay Authority for any payments made by Authority to Consultant pursuant to this Agreement that are determined by Authority or the City, in their sole discretion, to be an ineligible cost for a Project. Such repayment shall be made within thirty (30) days from the date of notice from Authority that such amounts are due. If such repayment is not made within such time frame, Authority shall have the right to withhold such amounts, together with interest at the maximum rate allowed by law, from the Fee.

## **ARTICLE 5** **INSURANCE, INDEMNITY AND** **LIMITATION OF LIABILITY**

- 5.1 Insurance. Consultant will maintain, during the term of this Agreement and at its sole expense, and cause each of its sub-consultants and contractors to maintain insurance covering the following risks, to the extent stated:
- 5.1.2 Workers' compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- 5.1.2 Commercial General Liability insurance, including coverage for Products/Completed Operation, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage (for a period of one year after completion of the Projects) with limits of not less than:

\$2,000,000 general aggregate limit  
\$1,000,000 each occurrence, combined single limit  
\$1,000,000 aggregate Products, combined single limit  
\$1,000,000 aggregate Personal Injury/Advertising Liability  
\$25,000 Fire Legal Liability  
\$5,000 Premises Medical

5.1.3 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles, with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5.1.4 Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate. Coverages will be specific for the Projects and not aggregated with insurance for other undertakings of Consultant.

5.1.5 Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

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

5.2 Terms; Waivers; Endorsements. Such insurance will be written on an occurrence basis unless Authority otherwise consents in writing, which consent will not be unreasonably withheld or delayed; provided, however, that professional liability insurance shall be issued on a claims made basis and shall continue for two (2) years after final completion of each Project. Such insurance will contain (i) a waiver of subrogation endorsement as to Authority, the City, and Tax Increment Reinvestment Zone Number Twenty-One, City of Houston, Texas (the "Zone"), and (ii) an endorsement that the policy is primary to any other insurance available to Authority, the City, and the Zone with respect to claims arising under this Agreement (except as to Worker's Compensation and professional liability insurance), without reduction or right of offset or contribution on account of any insurance provided by Authority, the City, or the Zone to themselves or their respective officers, agents or employees.

5.3 Certificates of Insurance. Before commencing performance of the Services, Consultant shall furnish to Authority a certificate(s) from its insurance carrier(s) showing that it has complied with the provisions of this Article 5. Consultant also agrees to furnish copies of certificates of insurance coverage to Authority upon request and from time to time during the Projects. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of the Consultant to notify the Authority immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. In the event of failure of Consultant to furnish and maintain such insurance or to furnish a satisfactory certificate therefore within ten (10) days of written notice from Authority, Authority shall have the right, but not the obligation, to take out and maintain the said insurance for and in the name of Consultant, and Consultant agrees to furnish all necessary information to permit Authority to take out and maintain such insurance for the account of Consultant and to

pay the cost thereof to Authority immediately upon presentation of a bill. The Consultant's failure to provide insurance as required hereunder, or the Consultant's failure to supply the required evidence of insurance, or the failure of the Authority to require evidence of insurance or to notify the Consultant of any breach by the Consultant of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the Authority of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the Consultant's obligations to defend, indemnify, and hold harmless the Authority, as required by Section 5.8.

- 5.4 Cancellation. All insurance policies will provide that such insurance will not be altered or canceled without thirty (30) days advance written notice to Authority and the City. In addition, Consultant either shall (a) give written notice to Authority and the City within five (5) days of the date on which total claims by any party against such insurance policies reduce the aggregate amount of coverage below the amounts required by this Agreement, or (b) have a policy contain an endorsement establishing a policy aggregate for the Projects.
- 5.5 Deductibles. Consultant also shall be responsible for and bear any claims or losses under this Agreement to the extent of any deductible amounts and waives any claim it may have for the same against Authority, the City, or the Zone and their respective officers, agents and employees.
- 5.6 Insurer Requirements. All policies of insurance required by this Agreement shall be issued by companies having a certificate of authority to transact business in Texas and a Best's rating of at least B+ and a Best's Financial Size Category of Class VII or better, according to the most recent edition of *Best's Key Rating Guide, Property-Casualty United States*.
- 5.7 Additional Insureds. Each policy listed above, except for Worker's Compensation, Employer's Liability and Professional Liability, must name Authority, the City, and the Zone, (and their respective officers, agents and employees) as additional insured parties on the original policies and all renewal or replacement policies.

5.8 **INDEMNITY PROVISIONS.**

**5.8.1 General Indemnity. CONSULTANT SHALL BE RESPONSIBLE TO AUTHORITY, THE CITY, AND THE ZONE AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, CONSULTANTS OR SUBCONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FOR THE ACTS AND OMISSIONS OF ITS EMPLOYEES, ITS SUBCONTRACTORS OF ANY TIER AND THEIR AGENTS AND EMPLOYEES, AND ALL OTHER PERSONS PERFORMING ANY OF THE WORK CONTEMPLATED IN THIS AGREEMENT UNDER A CONTRACT WITH CONSULTANT (COLLECTIVELY, THE "CONSULTANT PARTIES"). ACCORDINGLY, CONSULTANT AGREES TO INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS AGAINST LIABILITY, LOSS, DAMAGE AND EXPENSE**

**ARISING OUT OF OR RESULTING FROM NEGLEGT OR WRONGFUL ACT OR OMISSION, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY CONSULTANT PARTIES, EXCEPT TO THE EXTENT CAUSED BY NEGLIGENT ACTS OR OMMISIONS OF THE INDEMNIFIED PARTIES.**

**5.8.2. Personal Injuries or Property Damage. CONSULTANT HEREBY AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (FOR INJURY, DEATH, DAMAGE OR LOSS, INCLUDING DEATH, TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO ANY PERFORMANCE BY THE CONSULTANT PARTIES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:**

**1. THE ACTUAL OR ALLEGED NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR INTENTIONAL ACTS OR OMISSIONS OF THE CONSULTANT PARTIES;**

**2. THE INDEMNIFIED PARTIES' AND THE CONSULTANT PARTIES' ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT; AND**

**3. THE INDEMNIFIED PARTIES' AND THE CONSULTANT PARTIES' ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER ANY OF SUCH PARTIES ARE IMMUNE FROM LIABILITY OR NOT.**

**CONSULTANT AGREES TO, INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THIS AGREEMENT TERMINATES. CONSULTANT SHALL NOT INDEMNIFY THE INDEMNIFIED PARTIES FOR THE INDEMNIFIED PARTIES' NEGLIGENCE.**

**5.8.3. City and Authority Property. CONSULTANT ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR INJURY OR DAMAGE TO CITY OR AUTHORITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ACTS OR OMISSION OF THE CONSULTANT PARTIES OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES.**

**5.8.4 Intellectual Property. CONSULTANT AGREES TO INDEMNIFY, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, LICENSES, TRADEMARKS, SERVICE MARKS OR OTHER INTELLECTUAL PROPERTY RIGHT.**

**5.8.5. CONSULTANT SHALL REQUIRE ALL ITS SUB-CONSULTANTS AND CONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) PERFORMING ITS SERVICES AND ALL CONTRACTORS (AND THEIR SUBCONTRACTORS OF ANY TIER) ENGAGED TO PERFORM OR CONSTRUCT THE PROJECTS FOR AUTHORITY TO RELEASE AND INDEMNIFY THE INDEMNIFIED PARTIES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE OF AND INDEMNITY TO THE INDEMNIFIED PARTIES HEREUNDER.**

5.8.6. Indemnification procedures.

A. Notice of Claims. If the Indemnified Parties or Consultant receive notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within ten (10) days. The notice must include the following:

- i. A description of the indemnification event in reasonable detail;
- ii. The basis on which indemnification may be due; and
- iii. The anticipated amount of the indemnified loss.

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

B. Defense of Claims.

i. Assumption of Defense. Consultant may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Parties. Consultant shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, Consultant must advise the Indemnified Parties as to whether or not it will defend the claim. If Consultant does not assume the defense, the Indemnified Parties shall assume and control the defense, and all defense expenses constitute an indemnification loss.

ii. Continued Participation. If Consultant elects to defend the claim, the Indemnified Parties may retain separate counsel at their own expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Consultant may settle the claim without the consent or agreement of the Indemnified Parties, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Parties to comply with restrictions or limitations that adversely affect the Indemnified Parties; (ii) would require the Indemnified Parties to pay amounts that the Consultant does not fund in full; or (iii) would not result in the Indemnified Parties' full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

5.8.7 The indemnifications set out above apply whether: (i) the activities involve employees, independent contractors, or agents of Consultant, or (ii) the claim results in a monetary obligation that exceeds any contractual commitment made by Consultant or any such other parties.

5.8.8 The indemnifications set out above extend to the successors and assigns of Consultant, and the indemnifications and releases survive the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of Consultant.

5.8.9 Consultant will procure, within an insurance policy obtained pursuant to this Article 5, specific insurance coverage to cover the indemnifications set out above, in accordance with the terms of this Section 5.8.

5.8.10 The indemnities set out above shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

5.9 No Limitation of Liability of Others. Notwithstanding the limitation of liability conferred upon Consultant contained in this Article 5, such limitation of liability will in no way attach to or include or benefit any other consultant engaged in work or services on the Projects.

5.10 Limitation of Liability for Special Damages. In no event shall Authority, the Consultant and/or the City, or Zone be liable under any claim, demand or action (whether arising in contract, tort or otherwise) arising out of or relating to this Agreement for any special, indirect, incidental, exemplary or consequential damages (including, but not limited to, loss of anticipated profits, loss of use or business disruption), regardless of whether or not such entity, its employees or agents, have been advised of the possibility or likelihood of such damages.

## **ARTICLE 6**

### **REPRESENTATIONS AND WARRANTIES**

6.1 Consultant's Representations. Consultant hereby represents and warrants as follows:

6.1.1 This Agreement constitutes the valid and legally binding obligation of Consultant and is enforceable against Consultant in accordance with its terms.

6.1.2 Consultant has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute, deliver and perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.



6.1.3 No authorization, consent or approval of any Governmental Authority (including courts) is required for the execution and delivery by Consultant of this Agreement or the performance of its obligations hereunder, other than the permits, licenses, and approvals to be obtained for the actual development of the Projects.

6.1.4 Consultant represents and warrants that it has no known obligations to any third party that will limit or restrict its ability to perform the Services under this Agreement.

6.1.5 Consultant represents that it is in compliance with all applicable federal, state or local laws, regulations and orders with respect to equal opportunity and affirmative action, and either has previously provided, or will provide, Authority with a copy of any requested certifications regarding such compliance as Authority may request during the terms of this Agreement.

6.2 Authority's Representations. Authority hereby represents and warrants as follows:

6.2.1 Authority is a not-for-profit local government corporation duly formed, validly existing and in good standing under the laws of Texas and duly authorized to do business in the State of Texas. This Agreement constitutes the valid and legally binding obligation of Authority and is enforceable against Authority in accordance with its terms.

6.2.2 Authority has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute, deliver and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

7.1 Independent Contractor. At all times, Consultant will be an independent contractor under this Agreement. In no event will any employee, contractor or agent of Consultant be considered an employee, contractor or agent of Authority and/or the City. Consultant shall be responsible for all matters governing employment of its work force, including (but not limited to) the payment of salaries (including withholding of employment taxes) and worker's compensation and disability benefits. Nothing contained in this Agreement will be construed to create a partnership or joint venture between Authority and Consultant or their successors in interest hereunder.

7.2 Audit. Consultant shall maintain the books of records and accounts in order to establish the amount due by the Authority to the Consultant in accordance with this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Authority, its Board of Directors or for public inspection during regular business hours upon reasonable notice of not less than twenty-four (24) hours. The Contractor shall provide free access to the Authority and allow for inspection and audit of all work, data, documents, proceedings, and activities related to this Agreement, including Consultant's records relating to the

Projects, the Services, the Fees and/or the Reimbursable Expenses. Such audit may, at Authority's option, include a review of Consultant's compliance with the City's policies and procedures as well as all applicable laws and regulations. Such right of access and audit shall continue for a period three (3) years from the date of expiration or termination of this Agreement.

- 7.3 Documents. Except as otherwise provided herein, all drawings, plans, specifications and other documents prepared for Authority for the Projects pursuant to this Agreement will become and remain the property of Authority whether or not the Projects are completed, and Consultant will not make use of such items for any other purpose. It shall be clearly marked as property of the Authority in such manner that it may at any time be removed from the premises of the Consultant.
- 7.4 Conflict of Interest. In keeping with Consultant's duties to the Authority, Consultant agrees that it shall not, directly or indirectly, become involved in any conflict of interest, or upon discovery thereof, allow such a conflict to continue. Moreover, Consultant agrees that it shall promptly disclose to the Authority any facts which might involve any reasonable possibility of a conflict of interest. Consultant agrees that it will not disclose to the Authority nor use any third party's trade secrets or other third-party proprietary information in performing the Services unless Consultant may do so without either it or the Authority incurring any obligation to such third party for such work or any application of that work.
- 7.5 Approvals. Except as expressly provided otherwise in this Agreement, whenever this Agreement requires the consent or approval of Authority or Consultant, such consent or approval will not be unreasonably withheld or delayed, except that Authority shall have the unfettered right in its sole discretion to approve the contract documents.
- 7.6 Waiver. The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, will not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by either party of any term or provision hereof will be deemed to have been made unless expressed in writing and signed by such party.
- 7.7 Partial Invalidity. In the event that any portion of this Agreement is declared invalid by order, decree or judgment of a court, this Agreement will be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship to Consultant or Authority or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 7.8 Assignment. Authority shall have the right to assign this Agreement to any entity as specified or required by the City or to any entity created by or affiliated with Authority, and any such assignee will be deemed to be Authority for purposes of this Agreement. Without the prior written consent of Authority, which consent may be given or withheld in Authority's sole discretion, Consultant will not assign its rights and obligations under this Agreement to any other party. Except as provided in the preceding sentences, neither

Authority nor Consultant shall assign or transfer, or permit the assignment or transfer of their respective interests in this Agreement. Further, any permitted assignment will not relieve Authority or Consultant from its obligations hereunder unless Consultant or Authority, as applicable, expressly consents in writing to such release.

- 7.9 Applicable Law. This Agreement will be construed under and will be governed by the laws of the State of Texas.
- 7.10 Headings. Headings and titles are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Article or Section to which they refer.
- 7.11 Notices. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered personally, delivered by Federal Express or other nationally recognized overnight express delivery service or deposited in the United States mail as certified mail with return receipt requested, postage prepaid at the addresses set forth below:

**Notice to Authority:**

Hardy/Near Northside Redevelopment Authority  
c/o Bracewell LLP  
Attn: Clark Stockton Lord  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002-2770

**Notice to the City:**

City of Houston  
Chief Development Officer  
City of Houston  
4th Floor, 901 Bagby  
Houston, Texas 77002

**Notice to Consultant:**

Gauge Engineering, LLC  
3200 Wilcrest Drive, Suite 220  
Houston, TX 77042

or at such other address as from time to time is designated by the party receiving the notice. Such notices shall be deemed received on the date of delivery.

- 7.12 Participation in Claims Resolution. Consultant and Authority agree that their respective officers, employees, and agents agree to participate as necessary and required in the settlement of any and all claims arising from this transaction, including testimony in courts of competent jurisdiction.

- 7.13 Definition of “Including”. In this Agreement, whenever general words or terms are followed by the word “including” (or other forms of the word “include”) and words of particular and specific meaning, the word “including” (or other forms of the word “include”) will be deemed to mean “including without limitation”, and the general words will be construed in their widest extent, and will not be limited to persons or things of the same general kind or class as those specifically mentioned in the words of particular and specific meaning.
- 7.14 Conflict. If there is a conflict between any provisions in this Agreement and an exhibit attached to this Agreement, this Agreement governs.
- 7.15 Binding Effect. This Agreement will bind and inure to the benefit of the respective successors and assigns of the parties hereto. Nothing herein shall be construed as creating any personal liability on the part of any officer or director of the Authority.
- 7.16 Entire Agreement. This Agreement, and all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.
- 7.17 Time of Essence. Time is of the essence of this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, expires on a day other than a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day.
- 7.18 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations or limitations of liability whatsoever in this Agreement. Nothing in this Section 7.18 shall affect the third party beneficiary rights of Authority established elsewhere in this Agreement.
- 7.19 Survival of Certain Provisions. The provisions of Article 5 shall survive the termination of this Agreement, regardless of the reason for termination.
- 7.20 Disclosure of Interested Parties (Form 1295). Consultant will provide a completed and notarized Form 1295 generated by the Texas Ethic Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a “Form 1295”), in connection with entry into this Agreement. Upon receipt of Consultant’s Form 1295, the Authority agrees to acknowledge Consultant’s Form 1295 through its electronic filing application. Consultant and the Authority understand and agree that, with the exception of information identifying the Authority and the contract identification number, neither the Authority nor its consultants are responsible for the information contained in

Consultant's Form 1295 and neither the Authority nor its consultants have verified such information.

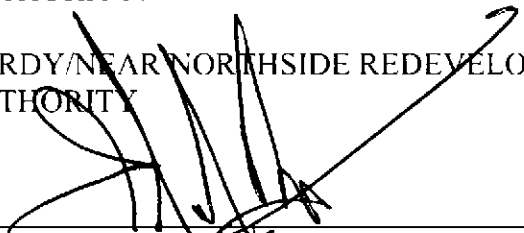
- 7.21 No Israel Boycott. Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 7.22 Texas Tax Code Compliance. Notwithstanding anything in this Agreement and for the purpose of complying with Tex. Tax Code §171.1011(g)(3), Authority agrees with the following:
- (a) Unless the Authority expressly states otherwise prior to Consultant commencing performance under this Agreement, the Authority hereby accepts the use of any subconsultant, subcontractor or agent of Consultant proposed to be used in Consultant's proposal or other document submitted to the Authority; and,
  - (b) Any payment made by the Authority to Consultant that includes fees payable to a subconsultant, subcontractor or agent of Consultant under this Agreement shall constitute an acceptance by the Authority of Consultant's use of any such subconsultant, subcontractor or agent of Consultant under this Agreement.
- 7.23 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including all matters of construction, validity, performance and enforcement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

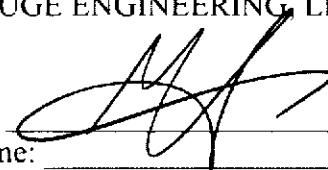
AUTHORITY:

HARDY/NEAR NORTHSIDE REDEVELOPMENT  
AUTHORITY

By:   
Name: ED REYES  
Title: CHAIRMAN OF THE BOARD

CONSULTANT:

GAUGE ENGINEERING, LLC

By:   
Name: Muhammad Ali  
Title: Principal

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED:

**CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_

Name: Andrew F. Icken

Title: Chief Development Officer

Date: \_\_\_\_\_

## **LIST OF EXHIBITS**

- Exhibit “A” – Description of Consultant Services Work Plan**
- Exhibit “A-1” – Description of Engineering Design Services**
- Exhibit “B” – Description of Fees**
- Exhibit “C” - Fee Schedule**
- Exhibit “D” – Form of Work Authorization**



## EXHIBIT "A"

### SERVICES

#### Consultant Services Work Plan

Authority has undertaken a capital projects program in the Hardy/Near Northside area consisting of the Projects. The duty of Consultant is to assist Authority in developing and implementing the Projects as detailed below. Consultant's personnel will consist of staff from \_\_\_\_\_ and subcontractors, if any.

This Consultant Services Work Plan (the "Work Plan") describes the significant tasks anticipated to be completed by Consultant in connection with the Projects. Each activity and its deliverables are described herein. A task heading and summary description introduces each group of activities.

This Work Plan provides for general program management, including general consultation services (**Task 1 – Basic Consultant Services**) for the Projects. As Project needs are better defined, the Authority and/or the Authority's Designated Representative may authorize Consultant to propose modifications to this Work Plan for additional services for currently unanticipated activities determined necessary and approved by the Authority and/or the Authority's Designated Representative.

#### TASK 1 - BASIC CONSULTANT SERVICES

"Basic Consultant Services" shall consist of assisting Authority in developing and implementing the Authority's Capital Improvement Projects program ("CIP"). Consultant shall provide Authority continuous reporting on the status of the program, coordination of the architectural and engineering professionals, general contractors, and other specialists needed to complete the various components of the program all while working closely with the City of Houston on all aspects of the CIP implementation process.

Consultant shall:

- provide the necessary administrative activities to support the CIP;
- organize and manage consultant staff assigned to the activities;
- direct and control the work done;
- plan, conduct, and document internal and external meetings;
- attend scheduled Board meetings and provide project progress reports, as needed;
- establish quality assurance, coordination and control procedures; and
- furnish necessary technical and support staff to implement the program.

As requested, Consultant shall submit to Authority copies of all reports, design submittals, detailed cost estimates, recommendations, analyses, and construction documents. Consultant shall provide other related support services as authorized by Authority.

Basic Consultant Services shall include (but are not limited to) the following:

### Activity 1.1 - Project Description Development

Consultant will develop a detailed description for each Project. This may require Consultant to gather existing data from internal and external sources and to generate additional data. The focus of this activity is the generation of a clear and concise Project description.

***Deliverables:***

- Individual Project descriptions

For those Projects in which a Preliminary Engineering Report is required, Consultant will coordinate a Technical Review Committee (TRC) meeting with the City and any other outside agencies as necessary. Consultant will assist the Authority and/or the Authority's Designated Representative in scheduling and conducting pre-TRC meetings as may be required.

### Activity 1.2 - CIP Planning Assistance

Consultant shall assist the Authority and/or the Authority's Designated Representative in preparing annual capital improvement projects (CIP) recommendations for individual Project budgets and schedules in conjunction with City budget and funding requirements. This effort will include, as requested by the Authority, an assessment of the impact of CIP projects by other governmental agencies on the proposed Projects. Consultant shall also monitor Project CIP expenditures and Project remaining costs to provide timely information to the Authority and/or the Authority's Designated Representative.

***Deliverables:***

- CIP recommendations and schedules
- Revised Project descriptions

### Activity 1.3 - Inter-Agency/Partner Coordination

Consultant will assist the Authority and/or the Authority's Designated Representative in identifying outside agencies or private entities that might be logical co-participants in the Projects. Consultant will prepare proposals, presentations, etc., as directed by the Authority and/or the Authority's Designated Representative, for meetings with these outside entities and will accompany the Authority and/or the Authority's Designated Representative to meetings with these entities if requested to do so by the Authority and/or the Authority's Designated Representative. Consultant will assist the Authority and/or the Authority's Designated Representative in negotiating inter local agreements or contracts as necessary to memorialize partner participation.

***Deliverables:***

- Proposals, presentations, etc., as requested

### Activity 1.4 – Authority-Specific Front-End Document Modifications

Consultant shall work with the Authority's legal adviser to modify the following Standard City of Houston Front-End documents as needed to apply specifically to the Authority:

- Document 00210 – Supplementary Instructions to Bidders
- Document 00610 – Performance Bond
- Document 00611 – Statutory Payment Bond
- Document 00612 – One-Year Maintenance Bond
- Document 00613 – One-Year Surface Correction Bond, and
- Document 00800 – Supplementary Conditions

***Deliverables:***

- Authority-Specific Front-End Documents

**Activity 1.5 - Cost Controls, Reports, and Other Support Services**

Consultant shall develop and institute general cost controls for the Projects. As part of this effort, Consultant will budget and record expenditures at the Task level, as requested by the Authority and/or the Authority's Designated Representative. These expenditures will be monitored monthly. Consultant will prepare a summary of budget expenditures and forecast for completion of each Task on a quarterly basis.

On an annual basis, if requested by the Authority and/or the Authority's Designated Representative, Consultant will provide a yearly Project Management Report. The report will contain a summary of the status, accomplishments, expenditures and upcoming activities of the Projects. This annual report also will address the status of the any goals established by the Authority and/or the Authority's Designated Representative.

Consultant shall provide other related support services as authorized by the Authority and/or the Authority's Designated Representative. Scope and budget for each service shall be prepared by Consultant for approval by the Authority and/or the Authority's Designated Representative.

***Deliverables:***

- Project cost controls and reporting
- Annual Project Management Report, as requested

**Activity 1.6 – Board Meeting Attendance**

Consultant shall attend scheduled Board meetings and provide updates on engineering design projects, as needed.

***Deliverables:***

- Project progress reports, as requested

## **EXHIBIT "A-1"**

### **ENGINEERING DESIGN SERVICES**

Consultant will perform the following Basic Services engineering design services for the Project. Services may include but are not limited to:

- Preliminary Engineering Report
- Final Engineering Design
- Site Visits
- Utility Coordination and Investigation
- Coordination with Stakeholders
- Plan Preparation – Title block, Cover, Index, General Notes, Drainage Area Map, Drainage Area Calculations, Infrastructure Design (roadway, sidewalk, channel, storm, water, sanitary, etc.), Typical Cross Sections, Plan & Profile Sheets, Earthwork & Cross Sections, Standard Details & Special Details, Sheet Layout
- Front End Specification & Technical Specifications
- Quality Control Reviews at each milestone
- Preliminary Engineering Construction Cost Estimate at project specific milestones
- Plan Submittals for review at project specific milestones
- Obtain necessary agency approvals
- Bid Phase Services – Preparation of Bid Documents, advertisement, pre-bid and pre-construction meetings, preparation of bid tab, recommendation of award

Consultant will perform the following Additional Services engineering design services for the Project. Services may include, but are not limited to:

- Survey – Topographic survey, boundary survey, platting
- Geotechnical Investigation (Subconsultant)
- Environmental Analysis and Permitting, if necessary (Subconsultant)
- Hydrologic and Hydraulic Analysis and Design
- Traffic Control Plan
- Storm Water Pollution Prevention Plan

## **EXHIBIT "B"**

### **Description of Consultant Fees**

#### **FEES FOR BASIC CONSULTANT SERVICES**

Authority will pay Consultant (1) for Basic Consultant Services not associated with a particular Project on a time and materials fee based on the rate schedule set forth on **Exhibit "C"**; and (2) for Basic Consultant Services associated with a particular Project as a lump sum fee for each Project, based on a detailed scope and level of effort and based on the rate schedule set forth on **Exhibit "C"**. No more than once each month during the term of this Agreement, Consultant shall submit an invoice to Authority for the Basic Consultant Services incurred but not previously invoiced and subject to payment. The invoice shall include a breakdown as to the type of Basic Consultant Services provided by task and hours spent. All invoices for Basic Consultant Services are subject to approval by the Authority and/or the Authority's Designated Representative and are due and payable by check within thirty (30) days after such approval.

#### **CONSULTANT'S SUBCONSULTANTS/CONTRACTORS**

On a per Project basis, the Authority and/or the Authority's Designated Representative may authorize Consultant to utilize subconsultants/contractors to assist in Consultant's performance of its obligations under this Agreement. The fee to be charged to Authority for such services shall be in accordance with rate set forth on **Exhibit "C"**.

#### **FEES FOR ENGINEERING DESIGN SERVICES**

If Authority authorizes Consultant to provide Engineering Design Services pursuant to a Work Authorization, such Engineering Design Services will be performed as a lump sum fee for each Project, based on a detailed scope and level of effort and based on the rate schedule set forth on **Exhibit "C"**.

#### **REIMBURSABLE EXPENSES**

No more than once each month during the term of this Agreement, Consultant shall submit an invoice to Authority for the Reimbursable Expenses, in accordance with pursuant to the rates set out on **Exhibit "C"**, incurred but not previously invoiced and subject to payment. The invoice shall include a breakdown as to the type and cost of each expense item and copies of all receipts for each item included as a Reimbursable Expense. Invoices for Reimbursable Expenses are subject to approval by the Authority and are due and payable by check within thirty (30) days from the date of such approval; provided, however, the Authority's Designated Representative shall have the authority to approve the following Reimbursable Expenses up to \$500 per month: travel, delivery, outside printing, postage and other reasonable and customary out-of-pocket expenses incurred in connection with this Agreement.

**EXHIBIT "C"**  
**SCHEDULE OF HOURLY RATES**

**EXHIBIT "D"**

**Form of Work Authorization**

**WORK AUTHORIZATION No. \_\_\_\_\_ FOR  
HARDY/NEAR NORTHSIDE REDEVELOPMENT AUTHORITY**

This Work Authorization authorizes consultant services to be performed by \_\_\_\_\_ (the "Consultant") pursuant to the Master Agreement for Professional Engineering Services (the "Agreement") between the Consultant and Hardy/Near Northside Redevelopment Authority (the "Authority"). Unless otherwise defined herein, all capitalized terms used in this Work Authorization are defined in the Agreement.

This Work Authorization consists of the following:

- 1.0 PROJECT DESCRIPTION: << *briefly describe project location and work, ie. Reconstruction of Main Street between Street A and Street B to include a full PS&E design package for the replacement of the existing 2-lane concrete roadway with a 4-lane concrete boulevard roadway including replacement of the existing sidewalks, traffic signals, storm sewers, water lines, and sanitary sewers (See **Attachment 1** for a detailed scope).*>>
- 2.0 PROJECT SCHEDULE: The Consultant will complete the work within *XX days/weeks/months* from execution of this Work Authorization (see **Attachment 2** for a detailed schedule).
- 3.0 FEE AND PAYMENT: The Consultant will complete the tasks in this Work Authorization for a lump sum amount of \$*xx,xxx.xx* (see **Attachment 3** for a detailed fee breakdown). Payment to the Consultant for the Services rendered in connection with the Project shall be made in accordance with **Exhibit "B"** to the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Work Authorization as of \_\_\_\_\_, 20\_\_.

**AUTHORITY:  
HARDY/NEAR NORTHSIDE  
REDEVELOPMENT AUTHORITY**

**CONSULTANT:  
GAUGE ENGINEERING, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# TASK ORDER NO. 1



July 6<sup>th</sup>, 2020

Ed Reyes, Chairman  
Hardy/Near Northside Redevelopment Authority/TIRZ 21  
c/o Bracewell, LLP and Tifworks  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002

## **Re: Proposal to Provide On-Call Engineering Consulting Services to Hardy/Near Northside Redevelopment Authority TIRZ 21**

Dear Ms. Reyes,

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

Time will be billed on an hourly basis, not to exceed **\$10,000**, at the rates shown on the attached rate sheet, Exhibit A. Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to be "MA", written over a horizontal line.

Muhammad Ali, P.E.  
Principal

Accepted for  
Hardy/Near Northside Redevelopment Authority/TIRZ 21

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachments:  
Exhibit A –Hourly Rate Schedule

\_\_\_\_\_  
Print

Accepted for  
City of Houston

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print





## Exhibit A

	<b>Classification</b>	<b>Rate per Hr.</b>
1	Principal	\$275
2	Sr. Project Manager	\$225
3	Project Manager	\$175
4	Construction Manager	\$170
5	Senior Project Engineer	\$165
6	Project Engineer	\$150
7	GIS Specialist	\$130
8	Graduate Engineer	\$120
9	Senior Designer	\$115
10	Inspector	\$110
11	Project Administrator	\$110
12	CADD Tech	\$90
13	Administrative Assistant	\$85
14	Clerical	\$65

# TASK ORDER NO. 2



July 6<sup>th</sup>, 2020

Ed Reyes, Chairman  
Hardy/Near Northside Redevelopment Authority/TIRZ 21  
c/o Bracewell, LLP and Tifworks  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002

**Re: Proposal for Capital Improvement Plan Development**

Dear Ms. Reyes,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for the preparation of a Capital Improvement Plan (CIP) for the Hardy/Near Northside Redevelopment Authority/TIRZ 21. A drainage and mobility assessment will be conducted to assist with the development of the plan. The CIP will provide a practical approach for the TIRZ to prioritize and implement projects and will ultimately establish a complete roadmap and capital project plan for the TIRZ.

We propose to perform these services over a 12-month duration for a lump sum amount of **\$250,000**. A detailed breakdown of the scope items and fee can be found under Exhibits "A" and "B" respectively. We are prepared to begin this work immediately. Please feel free to contact me at (713) 254-5946 if you have any questions or need additional information.

Sincerely,

Muhammad Ali, P.E.  
Principal

Accepted for  
Hardy/Near Northside Redevelopment Authority/TIRZ 21

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Print

Accepted for  
City of Houston

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**TIRZ 21-CAPITAL IMPROVEMENT PLAN**

This Scope of Services outlines the professional engineering services needed for the preparation of an initial Capital Improvement Plan (CIP) for the Hardy/Near Northside Redevelopment Authority/TIRZ 21. A drainage and multimodal mobility assessment will be conducted to assist with the development of the plan. The CIP will provide a practical approach for the TIRZ to prioritize and implement projects and will ultimately establish a complete roadmap and capital project plan for the TIRZ.

The plan will be carried by implementing the following procedures:

- Compile, review and build on all previously conducted studies in the area
- Conduct a high-level drainage analysis to better understand the performance of the drainage infrastructure that serves the TIRZ 21 area. This effort will also include the determination of the various sources of flooding including overland/overflow, collection system, and the adjacent contributing watersheds.
- Provide an assessment of mobility and accessibility conditions within the TIRZ 21 boundary and may include adjacent projects and connections beneficial to the TIRZ area. The multimodal mobility assessment is intended for use to support development of future recommendations and a capital project plan for TIRZ 21.

Gauge shall accomplish the following Tasks:

**A. DRAINAGE ANALYSIS:**

**1. Data Collection, Site Visits and Data Processing**

Research and collect available utility improvement information (City), rain gauge data, GIS basemap data, historic flood complaints (City of Houston/HCFCD), repetitive flood loss claims, record drawings (limited/as-needed) and any other relevant information for the study. The hydraulic network will be created within a GIS geodatabase that will incorporate available storm drain infrastructure within the study region. We will collect topographic and existing storm drain infrastructure data through site visits that will fuel the drainage analysis. A topographic or asset survey is not part of this scope of work. Site visits will be conducted, as necessary to verify and supplement digital data.

**2. Hydrologic and Hydraulic Analysis:**

Gauge will utilize 2-dimensional modeling with rainfall applied directly to the 2D surface (created from LiDAR) to efficiently assess the study area. Rainfall hyetographs and other hydrologic parameters will be developed for the different flood frequency events. This effort will be based on limited analysis of the sub-surface drainage system. A more extensive evaluation of the sub-surface system targeted to identified problem areas is proposed for future CIP planning phases.

a) Develop and Analyze Existing Conditions Model:

Storm sewer information from the City of Houston GIMS site for the major storm sewer trunk lines will be used as the basis for the modeling along with the 2018 surface LiDAR. Gauge will analyze the region for the 2-, 10-, and 100-year, 24-hour storm events. The analysis will follow the City's 2D stormwater modeling guidelines and industry standard best practices. Gauge will utilize analysis

tools and custom templates to evaluate and analyze the results. Exhibits and simulation videos will be developed to depict the water flow path and flooding causes.

- b) Summary of Understanding and Problem Area Description:  
Gauge will define discrete problem areas based on flooding patterns and logical infrastructure zones. The specific cause(s) of flooding for each problem area will be identified and documented. Defining the causes of flooding is the key step in developing effective solutions.
- c) Initial Solution Concept Development:  
Initial solution concepts to the drainage problems will be developed. This generally involves laying out solution alternatives with approximate sizes and limited modeling to test their effectiveness. Solution concepts that are anticipated to be explored include improved sub-surface conveyance, improved overland conveyance, and underground and surface detention. Potential challenges such as ROW or environmental impacts will begin to be identified. The intent for this task is to set up the capital improvement planning effort.
- d) Storm Sewer Sizing for TIRZ Capital Projects:  
This effort involves the development of a master drainage concept for the TIRZ and includes detailed analysis to advance the solution concepts and size the proposed infrastructure. Of critical importance is the ability to demonstrate no adverse impact for the different improvement projects. This report does not constitute the formal no-adverse impact analysis that is required for each individual CIP project, but it does define mitigation requirements for each project for planning purposes. Formal impact analysis reports will be required for all CIP projects but their effort will be reduced as they will build upon the analysis performed for this study.

## **B. MOBILITY STUDY**

### **1. Baseline Conditions & Mobility Fact Book**

The first phase of the project will build a meaningful fact base to make informed decisions and identify opportunities. This will use existing data from H-GAC, TxDOT, Harris County, City of Houston, METRO, and other agencies as appropriate to compile all data and develop a Fact Book of conditions for each mode of transportation. Data from recent plans and programmed capital projects will be included in the data collection.

Details of data collection includes the following:

- Base map of transportations systems for study area - this will include the existing roadways, and signalized intersections, hike & bike trails, on-street bike routes, and fixed route transit service lines and stop locations.
- Transportation Data Collection – Traffic, transit, bike, and pedestrian data will be collected and specific to identifying where facilities exist and current usage, including available corridor and intersection traffic counts and speed data from the City of Houston.
- Crash Data – five years of crash data will be collected to assess high crash locations, hot spots and safety trends for all crashes, including those involving pedestrians and bicyclists.
- Plan review including planned and funded projects – Review existing plans and identify project including:

- TxDOT's North Houston Highway Improvement Project and comments from City of Houston and Harris County
- City of Houston's CIP (e.g., Hogan/Lorraine, Fulton) and Area Plans (e.g., Bike Plan, Near Northside Complete Communities, Walkable Places Pilot)
- Metro's METRONext Long Range Plan & the Cavalcade First/Last Mile Improvements
- HCTRA's Hardy Extension including UP Rail bridge crossings
- Harris County/City of Houston Bikeway projects (e.g., Hardy/Elysian)
- North Canal Bypass
- Northside Management District and METRO's Quitman projects
- Rice Kinder Institute's sidewalk assessment
- Other projects as identified by the TIRZ.

The Gauge team will develop a factbook of key data and findings based upon data collected in Task 1 that highlights initial opportunities to be refined in Task 2.

## 2. Mobility Assessment & Network Prioritization

Building off the opportunity identification in Task 1 the Gauge team will refine, update, and prioritize opportunities for the TIRZ. During this project phase, the following key analyses will be conducted:

- Safety through crash hot spot analysis with attention to crashes involving vulnerable roadway users (people walking and biking). Crash hot spots in areas near destinations such as transit stations, schools, parks, or other important community destinations will be identified.
- Gap analysis in the multimodal network for walking, biking, and transit. This is particularly effective for evaluating first and final mile access to transit, access to key destinations like Buffalo Bayou, multimodal nodes, and walkable places.
- Inventory and gap analysis for parks, greenspaces, and public plazas. These locations contribute to the sense of place and can foster community health benefits.
- Assessment of current transportation network conditions, including traffic volumes, corridor right-of-way, surrounding land uses, vehicle and bike lanes and widths, sidewalks and trails, and analysis of on-street biking facilities.
- Current and future travel demand analysis with an emphasis on mode share (transit ridership, walking, biking, and SOV trips), short trips, and commuting patterns.
- Access-shed analysis using GIS tools to identify barriers and the level of multimodal access around key destinations and transit stops. Up to 5 key destinations and transit stops will be analyzed and identified with the study area.

Based on the data and analysis collected and input from the TIRZ, the Gauge team will develop recommended mobility networks, a prioritized project list including maps, project descriptions, planning level cost estimates and implementation strategies.

## 3. Evaluation of Intersections with Inadequate Right Turn Radii

The zone has roadway intersections with curb return radii that are inadequate making it very difficult for larger vehicles and emergency vehicles such as fire trucks to make right-turn lanes. The Gauge

will identify these intersections and evaluate them using AutoTURN software. A practical approach will be identified to remediate these intersections.

### **C. CAPITAL IMPROVEMENT PLANNING**

Capital improvement planning begins with the coupling of the identified drainage improvement concepts with identified TIRZ safety and mobility projects.

a) CIP Projects Identification:

Based on the data gathered such as pavement condition index, and the mobility & drainage analysis conducted, a list of projects will be identified. The plan often results in two distinct project categories – smaller more easily implementable low hanging fruit projects, and major capital improvement projects.

b) Planning Level Cost Estimates:

Planning level cost estimates for improvement recommendations will be prepared. Planning level cost estimates will seek to establish the major cost related items to constructing each CIP project. Recent City and TIRZ's bid tabs will be utilized in developing the proposed unit costs. Individual project worksheets will be developed that justify and describe the project and include key project facts.

c) Prioritize Recommended Improvement Projects

The recommended improvement projects will be prioritized according to project benefit and necessary project sequencing to prevent interim project impacts. A detailed evaluation and prioritization matrix will be developed with input for the TIRZ Board and Administrator. Consideration will be given to items such as project overlap/influence with known CIP projects, constructability, and construction impact to community.

d) Study Report and Results Summary:

Gauge will develop a summary report that will consist of a discussion of the work accomplished, general methodology, assumptions applied during the course of study, study goal, the reported drainage problems, structural flooding, system capacity issues, findings & recommendations. A draft report will be compiled to include text, model output, exhibits, and appendices for the Authority's review. A sign and sealed report will be submitted to TIRZ 21 after all their comments have been addressed and incorporated if necessary.

e) Public Engagement

With specific authorization by the TIRZ Board or Administrator, Gauge will lead one public engagement meeting to gather information from the public, and to inform and educate the public. Gauge will prepare the public meeting material and will coordinate with TIRZ 21 and Administrator.

### **D. MANAGEMENT AND COORDINATION**

a) General Project Management:

General Project Management/Project Controls activities are ongoing throughout the period of the contract. This effort includes managing the project schedule, developing and managing the project work plan, managing the project team and general project communication.

- b) Project Coordination Meetings:  
Project meetings will include one (1) Kickoff meeting with the team. Additional meetings include monthly team meetings, and general coordination meetings with TIRZ 21 or Administrator.
- c) Quality Control:  
Gauge's standard quality control plan will be followed throughout the life of the study. This includes independent reviews of technical work such as modeling inputs/results by qualified engineers, and a thorough review of all deliverables.

**EXHIBIT B**  
**CAPITAL IMPROVEMENT PLAN**  
**LEVEL-OF-EFFORT**



DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	Sr. PROJ ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>A. Drainage Analysis</b>							
1 Data Collection, Site Visits and Data Processing	6	12	48	24	1	91	\$11,335.00
2 Hydrologic and Hydraulic Analysis							
a. Develop and Analyze Existing Conditions Model	20	120	220	60		420	\$56,100.00
b. Summary of Understanding and Problem Area Descriptions	12	24	36			72	\$10,980.00
c. Initial Solution Concept Development	12	32	48			92	\$13,740.00
d. Storm Sewer Sizing for TIRZ Capital Projects	12	60	140			212	\$29,400.00
<b>Total</b>	<b>62</b>	<b>248</b>	<b>492</b>	<b>84</b>	<b>1</b>	<b>887</b>	<b>\$121,555.00</b>
<b>B. Mobility Study</b>							
1 Data Collection & Opportunity Identification	8	18	60	32		118	\$14,850.00
2 Mobility Assessment & Prioritization	16	60	140	48		264	\$34,620.00
3 Evaluation of Intersections with Inadequate Right Turn Radii	2	12	32	40		86	\$9,870.00
<b>Total</b>	<b>26</b>	<b>90</b>	<b>232</b>	<b>120</b>	<b>0</b>	<b>468</b>	<b>\$59,340.00</b>
<b>C. Capital Improvement Planning</b>							
1 CIP Projects Identification	6	16	24	12		58	\$7,950.00
2 Planning Level Cost Estimates	4	12	24			40	\$5,760.00
3 Prioritize Recommended Improvement Projects	6	8	12			26	\$4,110.00
4 Study Report and Results Summary	12	24	32	16	2	86	\$12,110.00
5 Public Engagement (as Authorized)	10	24	36	40	2	112	\$14,300.00
<b>Total</b>	<b>38</b>	<b>84</b>	<b>128</b>	<b>68</b>	<b>4</b>	<b>322</b>	<b>\$44,230.00</b>
<b>D. Management and Coordination</b>							
1 General Project Management	12	24			3	39	\$6,915.00
2 Project Coordination Meetings	10	18	12	16	1	57	\$8,185.00
3 Quality Control	12	16	12	16		56	\$8,220.00
<b>Total</b>	<b>34</b>	<b>58</b>	<b>24</b>	<b>32</b>	<b>4</b>	<b>152</b>	<b>\$23,320.00</b>
<b>TOTAL HOURS</b>	<b>160</b>	<b>480</b>	<b>876</b>	<b>304</b>	<b>9</b>	<b>1829</b>	
Contract Labor Rate	\$225.00	\$165.00	\$120.00	\$90.00	\$85.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$36,000.00</b>	<b>\$79,200.00</b>	<b>\$105,120.00</b>	<b>\$27,360.00</b>	<b>\$765.00</b>		<b>\$248,445.00</b>

EXPENSES	TOTAL
1 Printing, Reproduction, Mileage, Deliveries	\$1,555.00
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$1,555.00</b>

PER TOTAL	
I. Basic Services	\$248,445.00
II. Expenses	\$1,555.00
<b>GRAND TOTAL</b>	<b>\$250,000</b>



# TASK ORDER NO. 3



July 6<sup>th</sup>, 2020

Ed Reyes, Chairman  
Hardy/Near Northside Redevelopment Authority/TIRZ 21  
c/o Bracewell, LLP and Tifworks  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002

## Re: Proposal to Provide Preliminary Engineering Services on Main Street

Dear Ms. Reyes,

Gauge Engineering, LLC (Gauge) is pleased to submit this proposal for preliminary engineering services for improving bicycle and pedestrian safety conditions along the Main Street corridor between IH-45 Feeder Roads & Boundary Street. Improvements can potentially include milling and overlay of existing deteriorated asphalt pavement, signing & restriping, bicycle facilities, wider sidewalks, shared use path and ped ramp replacements. The project will be implemented in 3 phases: Preliminary Engineering (Roadway Schematic & Technical Memorandum), Design (PS&E) and Construction. This proposal is to deliver and obtain City's acceptance on phase I – Preliminary Engineering before commencing any design work.

We propose to perform this work for a lump sum amount of **\$55,000**. A detailed breakdown of the scope items and fee can be found under Exhibit "A" & "B" respectively. We are prepared to begin this work immediately. Please feel free to contact me at (713) 254-5946 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "MA", written over a horizontal line.

Muhammad Ali, P.E.  
Principal

Accepted for  
Hardy/Near Northside Redevelopment Authority/TIRZ 21

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Print

Accepted for  
City of Houston

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

## EXHIBIT A SCOPE OF SERVICES MAIN STREET SAFETY IMPROVEMENTS

This proposal is for professional engineering services for improving bicycle and pedestrian safety conditions along the Main Street corridor between IH-45 Feeder Roads & Boundary Street. Improvements can potentially include milling and overlay of existing deteriorated asphalt pavement, signing & restriping, bicycle facilities, wider sidewalks, shared use path and ped ramp replacements. The project will be implemented in 3 phases: Technical Memorandum, Design (PS&E) and Construction. The following scope details the procedures that will be followed to provide phase I – Technical Memorandum:

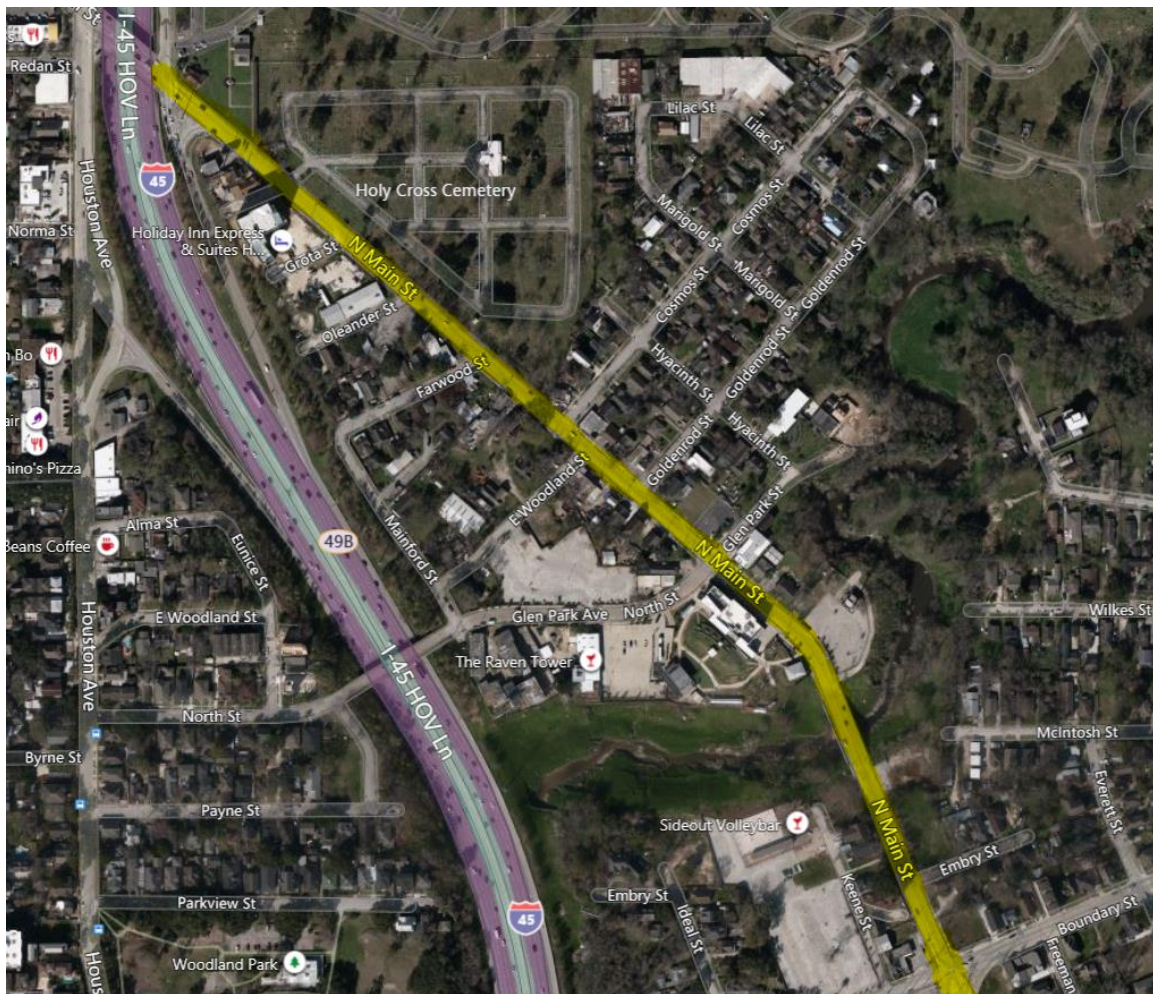


Figure 1. Project Location

### A. TECHNICAL MEMORANDUM

#### 1. Data Collection and Site Visits

Team will collect all the available data, reports and record drawings (if needed) from the City and conduct the necessary site visits to walk the project alignment, observe traffic, pedestrians and bicyclists patterns, take measurements and clearly call out the presence of any conflicts or obstructions in the plans.

2. Existing Typical Sections  
Existing horizontal dimensions, pavement structure makeup and thickness, right-of-way and easements, sidewalks, shoulders, and other physical features will be shown.
3. Two Proposed Alternative Typical Sections  
Proposed horizontal dimensions, milling and overlay thickness and lane dimensions will be shown. Two alternatives will be developed. The recommended section will be presented to TIRZ 21 and City for their review and approval.
4. Traffic Data – Coordinate, Review and Incorporation  
Traffic data collected will be used to justify the recommended section. The data will ultimately be incorporated into the Tech Memo.
5. Preliminary Roadway, Sidewalk and Bike Schematic (3,500 LF)  
A Schematic will be developed utilizing aerial maps, it will depict proposed travel lanes and bicycle lane configuration and proposed pedestrian facilities. The schematic will be submitted to the City for review and approval.
6. Construction Sequencing and Impacts to Area  
The construction sequence and a traffic control concept that will minimize the impact to the region's traffic movement pattern will be prepared. Detours, phasing, sequencing, construction zones, temporary pavement requirements & temporary signalization will be identified. Potential disruptions to local businesses and measures to address access during construction will be evaluated.
7. Quantities  
Gauge will develop and report quantities for the schematic.
8. Opinion of Probable Construction Cost (OPCC)  
Gauge will submit Opinion of Probable Construction Cost for the schematic.
9. Technical Memorandum Development  
The team will summarize the results of the study and will present it in a Letter Report format that will be submitted to the City for review and comments. It will also include reasoning for the recommended section. A budgetary construction cost estimates will also be included.
10. Project Management / Project Controls:  
The Project Manager (PM) will oversee all work and will be responsible for directing and coordinating activities and assigned personnel. The PM will manage the project scope, schedule, budget, and quality to ensure that the project progresses as agreed. The PM will submit monthly invoices, status reports, and schedules. The PM will conduct monthly coordination meetings with TIRZ 21, the City and METRO.
11. Quality Assurance / Quality Control:  
A thorough Quality Assurance/Quality Control (QA/QC) of the letter report and schematic will be conducted.

**EXHIBIT B  
MAIN STREET SAFETY IMPROVEMENTS  
TECHNICAL MEMORANDUM - LEVEL OF EFFORT**



DESCRIPTION OF WORK TASKS	Sr. PROJ MGR	Sr. PROJ ENGINEER	GRAD ENGINEER	CADD TECH	ADMIN ASST	TOTAL HOURS	LABOR COSTS
<b>A. Roadway Schematic &amp; Technical Memorandum</b>							
1 Data Collection and Site Visit	4	6	12	6		28	\$3,870.00
2 Existing Typical Sections	1	1	4	10		16	\$1,770.00
3 Two Proposed Alternative Typical Sections	1	4	6	18		29	\$3,225.00
4 Traffic Data - Coordinate, Review and Incorporation	1	2	6			9	\$1,275.00
5 Preliminary Roadway, Sidewalk and Bike Schematic (3,500 LF)	4	32	40	60		136	\$16,380.00
6 Construction Sequencing and Impacts to Area	2	4	8			14	\$2,070.00
7 Quantities	1	2	10			13	\$1,755.00
8 Opinion of Probable Construction Cost	1	2	6			9	\$1,275.00
9 Technical Memorandum Development	4	8	40	18		70	\$8,640.00
10 Project Management							
Overall Project Management/Team Coordination/ Project Controls	8	8			6	22	\$3,630.00
Project Coordination with City, METRO, TIRZ 21	6	10	4			20	\$3,480.00
11 Quality Assurance/Quality Control	4	4	6	8	1	23	\$3,085.00
<b>Total</b>	<b>37</b>	<b>83</b>	<b>142</b>	<b>120</b>	<b>7</b>	<b>389</b>	<b>\$50,455.00</b>
<b>TOTAL HOURS</b>	<b>37</b>	<b>83</b>	<b>142</b>	<b>120</b>	<b>7</b>	<b>389</b>	
Contract Labor Rate	\$225.00	\$165.00	\$120.00	\$90.00	\$85.00		
<b>TOTAL LABOR COSTS BASIC ENGINEERING SERVICES</b>	<b>\$8,325.00</b>	<b>\$13,695.00</b>	<b>\$17,040.00</b>	<b>\$10,800.00</b>	<b>\$595.00</b>		<b>\$50,455.00</b>

EXPENSES/SUBCONTRACTS	TOTAL
1 Printing and Reproduction/Mileage/Deliveries	\$545.00
2 Traffic Counts (TMC - AM/PM peak hours & 24 hour volumes/speed counts)	\$4,000.00
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$4,545.00</b>

<b>PROJECT TOTAL</b>	<b>\$55,000</b>
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