

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

JOINT MEETING OF THE BOARDS OF DIRECTORS

DECEMBER 6, 2024

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

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MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

Director Attendance Record

MEETING DATE	A. LENTS	J. HALE- HARRIS	C. MANRIQUEZ	R. STEIN	M. ZEVE	D. MCINTOSH	N. KNIGHT
09/23/21	Y	Y	Y	Y	-	-	-
10/28/21	Y	Y	Y	Y	-	-	-
12/09/21	Y	Y	Y	Y	-	-	-
04/28/22	Y	Y	X	Y	-	-	-
07/14/22	Y	Y	Y	Y	Y	-	-
09/22/22	Y	X	Y	Y	X	-	-
10/27/22	Y	Y	Y	Y	Y	-	-
12/08/22	Y	X	Y	Y	Y	-	-
02/23/23	Y	X	Y	X	Y	-	-
05/30/23	Y	Y	Y	Y	Y	Y	-
09/28/23	Y	X	Y	Y	Y	Y	-
10/26/23	Y	Y	Y	Y	Y	Y	Y
12/14/23	Y	Y	X	Y	Y	Y	Y
03/14/24	Y	X	X	Y	Y	Y	Y
04/25/24	Y	Y	Y	Y	Y	Y	X
06/27/24	Y	Y	Y	Y	Y	Y	Y
09/26/24	Y	X	Y	Y	Y	Y	X
10/24/24	Y	X	Y	Y	Y	Y(V)	X

Y = Attended (V = Video)

X = Did not attend (A = Audio Only)

AMENDED AND RESTATED

**NOTICE OF JOINT MEETING
MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY
AND
REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS**

TO: THE BOARDS OF DIRECTORS OF THE MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY AND REINVESTMENT ZONE NUMBER FIVE, CITY OF HOUSTON, TEXAS, AND TO ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of the Memorial-Heights Redevelopment Authority (the "Authority") will hold a joint meeting with the Board of Directors of Reinvestment Zone Number Five, City of Houston, Texas (the "Zone"), open to the public, on **FRIDAY, DECEMBER 6, 2024, at 10:00 A.M., at 1330 POST OAK BOULEVARD, SUITE 2650, HOUSTON, TEXAS 77056**, outside the boundaries of the Zone. This meeting will also be conducted electronically*, as provided below. Electronic copies of the meeting materials are available at <https://memorialheightstirz5.com/meetings/> at such time as the meeting occurs, or by contacting Audrey Lyons at alyons@sklaw.us.

TO ATTEND VIA VIDEO:

Link: <https://us02web.zoom.us/j/83432344616?pwd=8vibLQ3GjYR8PHfJCRjsfL0NAdKG3.1>
Meeting ID: 834 3234 4616
Passcode: 870707

TO ATTEND VIA AUDIO ONLY:

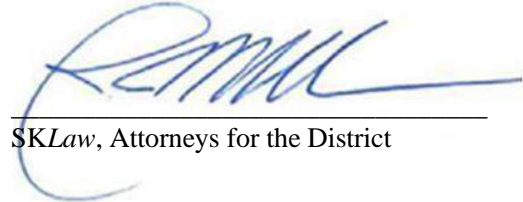
Dial: 1-346-248-7799
Meeting ID: 834 3234 4616
Passcode: 870707

At the meeting the following items will be considered and acted on:

1. **CALL TO ORDER:**
 - a) Receive comments and questions from the public;
2. **CONSENT AGENDA:**
 - a) **Minutes of previous meetings:**
 - i) Approve Authority minutes of October 24, 2024; **5**
 - ii) Approve Zone minutes of October 24, 2024; **11**
 - b) **Financial Matters (Authority only):**
 - i) Receive Financial Report Summary, including account and fund activity statements; **13**
 - ii) Receive investment report; **27**
3. **CHAIR REPORT** (Authority only);
4. **PRESIDENT REPORT** (Authority only);
5. **FINANCIAL MATTERS** (Authority only):
 - a) Authorize payment of invoices;
 - b) Consider approval of revisions to Federal Procurement Policies and Procedures; **29**
 - c) Consider reimbursement to Hanover [BB Land Development Holdings, LLC];
 - d) Consider reimbursement to Regent Square [Sovereign Regent Square, LLC];
 - e) Authorize other appropriate action;
6. **PROJECTS AND ENGINEERING** (Authority only):
 - a) **PROJECTS IN CONSTRUCTION:**
 - i) **Little Thicket** [CIP Project T-0521]:
 - A) Update on project development;
 - B) Update on Park improvements contract [Landscape Art, Inc.];
 - C) Authorize appropriate action;

- ii) **Shepherd/Durham and Selected Cross Streets – Phase 1** [CIP Project T-0523A] [SER Construction Partners, LLC]:
 - A) Update on project construction;
 - B) Update regarding construction claims, damages, and litigation;
- iii) **Yale and Center Street Intersection** [CIP Project T-0529]:
 - A) Update on project construction; **67**
- iv) **19th and Beall Area Pedestrian Safety Improvements** [CIP Project T-0534]:
 - A) Update on project construction;
- b) **PROJECTS IN DESIGN:**
 - i) **Pedestrian Improvements Shepherd at Memorial** [CIP Project T-0510]:
 - A) Update on project development; **68**
 - ii) **Houston Avenue & White Oak Drive Intersection Improvements** [CIP Project T-0520]:
 - A) Update on project development;
 - iii) **Shepherd/Durham and Selected Cross Streets – Phase 2** [CIP Project T-0523B]:
 - A) Update on project development; **69**
 - iv) **North Canal Project** [CIP Project T-0525]:
 - A) Update on project development;
 - v) **Waugh Drive and South Heights Boulevard Safety Improvements** [CIP Project T-0535]:
 - A) Update on project development; **70**
 - vi) **White Oak at Green Leaf** [CIP Project T-0541]:
 - A) Update on project development; **71**
 - vii) **Congressional District 7 Sidewalk Improvement Project** [CIP Project T-0543] & **Zone Wide Safety and Mobility Projects** [CIP Project T-0532]:
 - A) Update on project development;
 - B) Approve contract for engineering services [IDS Engineering]; **72**
 - viii) **Westcott Roundabout Greenspace** [CIP Project T-0544]:
 - A) Update on project development;
- c) **PROJECTS IN DEVELOPMENT AND PLANNING:**
 - i) **18th Street and surrounding area pedestrian improvements** [CIP Project T-0512A]:
 - A) Update on project development;
 - ii) **19th Street Reconstruction** [CIP Project T-0522B]:
 - A) Update on project development;
 - iii) **Stude Park Improvement** [CIP Project T-0526]:
 - A) Update on project development;
 - B) Authorize approval of project evaluation and design services contract;
 - iv) **Public Facility Evaluation** [CIP Project T-0536]:
 - A) Update on project development;
 - v) **Transportation Alternative Area Wide Study** [CIP Project T-0538]:
 - A) Update on project development;
 - vi) **Cherry Lorraine Nature Preserve/White Oak Bayou Connectivity Project** [CIP Project T-0540]:
 - A) Update on project development;
 - vii) **Traffic Safety Improvements at Washington/Westcott between I-10 & 610** [Planning Project P-2025]:
 - A) Update on project development;
- d) **CLOSE OUT ACTIVITIES:**
 - i) **Mobility Study for Shepherd/Durham Cross Streets, 8th Street to White Oak Bayou Area, and 18th, 19th, and 20th Streets west of Durham** [CIP Projects T-0522A, T-0537, and T-0539]:
 - A) Update on project;
- e) **GRANT APPLICATIONS:**
 - i) Review possible grant opportunities;
 - ii) Authorize appropriate action;
- f) **OTHER ITEMS:**
 - i) Approve project pay estimates, change orders, final estimates, retainage release, or other design, construction, or management contract administration items, and authorize other appropriate action;

7. **COMMUNICATIONS** (*Authority only*):
 - a) Receive update from Communications Committee;
 - b) Authorize appropriate action;
8. **EXECUTIVE SESSION** (*Authority only, the Zone will recess for duration of closed session*):
 - a) **Convene executive session** for attorney consultation on authorized matters pursuant to Open Meetings Act, § 551.071, Government Code; deliberations regarding purchase, exchange, lease, or value of real property pursuant to Open Meetings Act, § 551.072, Government Code; and/or deliberations regarding economic development negotiations pursuant to Open Meetings Act, § 551.087, Government Code;
 - b) **Reconvene public session** and authorize appropriate action regarding executive session discussion;
9. **CONSIDER CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY, AS NECESSARY** (*Zone only*):
10. **ADJOURN.**



SKLaw, Attorneys for the District

***The Board will conduct an in-person meeting at its physical meeting location with a quorum of the Board present; provided that some Board members may participate by videoconference as provided in Section 551.127, Government Code.**

**THIS NOTICE OF MEETING REPLACES A PREVIOUSLY POSTED
NOTICE FOR THE SAME MEETING**

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

OCTOBER 24, 2024

The Board of Directors (the “Board”) of Memorial-Heights Redevelopment Authority (the “Authority”), convened in regular session, open to the public, at 1330 Post Oak Boulevard, Suite 2650, Texas 77056, on the 24th day of October, 2024, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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

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

Also present for the meeting were:

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

Government Entities: Linda Trevino of Houston METRO; Bobby Wooden of the City of Houston (the “City”).

Community Entities and General Public: Anya Marmuscak of Houston Heights Association (“HHA”); Kevin Strickland of Super Neighborhood 15 – Greater Heights.

DETERMINE QUORUM; CALL TO ORDER

Chair Lents noted that a quorum was present and called the meeting to order.

Receive comments or questions from the public

The next item on the agenda was to receive comments and questions from the public.

Mr. Strickland commented on the CPT light pole at 11th and Durham, stating that it obstructs pedestrian access. He also addressed the Board regarding a community request for a four-way stop at 18th Street and Nicholson.

Ms. Weesner advised that the referenced light pole location is temporary, and the intersection will soon be ADA compliant.

CONSENT AGENDA

- a. Approve Authority minutes of September 26, 2024;
- b. Receive Financial Report Summary and Investment Report;

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

CHAIR REPORT

Chair Lents encouraged Board members to continue to express any thoughts or concerns on project matters. She also advised that due to time constraints, agenda items will be taken out of order.

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

Ms. Raschke and Ms. Goodpasture presented a PowerPoint on recommendations for the combined project areas. They reviewed in detail each of the 3 area findings for mobility and drainage, noting specific project recommendations, priorities, phasing, and estimated costs. For mobility, the recommendations generally focused on roadway needs, curb & gutter installation, street parking, pedestrian & shared-use pathway improvements, crosswalks & ADA ramps, and streetscape & lighting. For drainage, the recommendations focused on removal of open drainage ditches and replacement with buried box culverts. Ms. Goodpasture noted some drainage improvements will require larger solutions with deeper outfalls, all in coordination with the City.

Ms. Weesner noted that the recommendations are final for the moment and will conclude this project study. She discussed possible timing for any projects that may result from the study and the application of possible grant funding.

PRESIDENT REPORT

Ms. Weesner discussed invoice payments and noted that the Shepherd Durham Phase 1 project will be completed in mid 2025. She also discussed the easement acquisition at 11th & Durham approved at the last meeting, noting final acceptance by the property owner at an amount acceptable to the Authority. She advised that a payment in the amount of \$43,165.60 will be required by the title company for closing and requested that the Board authorize a wire transfer in that amount.

Ms. Weesner also advised that the developer reimbursement items will be deferred as the City continues to review and calculate tax increment amounts available.

FINANCIAL MATTERS

Director Manriquez next reported to the Board on financial matters.

Authorize Payment of Invoices

The Board reviewed the invoices submitted for payment. Chair Lents advised that the Projects Committee has reviewed project-related invoices, and recommended approval. Director Manriquez advised that the Finance Committee has also reviewed the invoices put before it and recommended approval.

Ms. Weesner advised that SER Pay Estimate No. 29 (contained in the meeting packet) has been approved by CDM Smith, and is currently under review by TGC for grant compliance. She requested the Pay Estimate be approved for payment subject to completion of the review.

Following discussion of the invoices, a motion was made by Director Zeve, seconded by Director Manriquez, and approved unanimously by the Board to approve the payment of all invoices presented, including the SER Pay Estimate No. 29, subject to favorable completion of the review, and the wire transfer in connection with the easement acquisition in the amount of \$43,165.50, as discussed.

PROJECTS AND ENGINEERING

The Board next received updates on Authority projects.

PROJECTS IN CONSTRUCTION

Shepherd/Durham and Selected Cross Streets – Phase 1

Update on project construction

Mr. Kainer presented a photographic review of construction progress to date. He discussed work impacting the final two blocks south of Loop 610, which will mark the end of the northly project improvements. He noted good progress by the contractor, who remains ahead of schedule. He advised that the progress is reducing the slow-traffic impact at Loop 610 and on the north side of 610. He stated that as roadway paving is finalized, work will focus on remaining streetscape components. He discussed work on

24th Street and a related traffic closure, noting ongoing coordination with adjacent property owners and businesses to minimize disruption. He also discussed the CPT pole issue. He noted that, generally, CPT's current efforts for utility relocation will benefit Phase 2 in that administrative positioning for that work is already in play. He then reviewed timing for the full reopening of traffic lanes and project finalization.

Update on construction claims, damages, and litigation

There was no update on project claims, damages, or litigation matters.

19th and Beall Area Pedestrian Street Safety Improvements

Update on project development

Ms. Weesner advised that the TXDOT contractor continues coordination efforts with the COH. She advised the City has required some design modifications and has started work on a City project in the area, both these items have added effort to the project which will be addressed in a Quiddity Work Authorization.

Chair Lents suggested Board Members visit the job site with Ms. Weesner to better understand the project.

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

Ms. Hennings presented Work Authorization No. 2, advising that Quiddity will perform construction phase services for the installation of sidewalks and pedestrian safety improvements along West 19th Street, Beall Street, and Bevis Street, including ongoing coordination with the City and TXDOT, at a cost not to exceed \$18,241.

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

PROJECTS IN DESIGN AND ACTIVE STUDIES

18th Street and surrounding area pedestrian improvements

Update on project development

Ms. Weesner provided a brief update on project development.

Approve Work Authorization No. 22 – Grant Management, NEPA, and Compliance Services (TGC)

Mr. Webb reviewed Work Authorization No. 22, advising that TGC will perform grant management, NEPA, and compliance services at a cost not to exceed \$160,500.

Upon motion by Director Manriquez, seconded by Director Zeve, and after full discussion, the Board voted unanimously to approve Work Authorization No. 22 as presented and to authorize execution by the President.

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

Update on project development

Ms. Weesner provided a brief update on project development.

Approve Work Authorization No. 1 – Preliminary Traffic Study (Quiddity)

Ms. Hennings reviewed Work Authorization No. 1, advising that Quiddity will perform engineering services to study conditions and make recommendations for improvements within the Washington/Westcott corridor, at a cost not to exceed \$15,920.

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

OTHER ITEMS

Approve Work Authorization No. 1 – General Engineering Services (Quiddity)

Ms. Hennings reviewed the work authorization for continued general planning and support assistance related to non-CIP projects, based on hourly billing, not to exceed a total of \$75,000.

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

PROJECTS IN CONSTRUCTION - CONTINUED

Yale and Center Street Intersection

Update on project construction

Ms. Weesner provided a brief update on project construction progress to date.

PROJECTS IN DESIGN AND ACTIVE STUDIES - CONTINUED

North Canal Project

Update on project development

Ms. Weesner provided a brief update on project development, noting continued guidance from the City. She stated that actual design could commence next year.

Shepherd/Durham and Selected Cross Streets – Phase 2

Update on project development

Ms. Hennings and Ms. Weesner provided an update on project development, advising that TXDOT has authorized advertising and bidding for the project, and that coordination continues with HPW on pre-bidding and bidding documentation and bid evaluation. Ms. Hennings advised that bid advertising could commence by year end.

Little Thicket

Update on project

Ms. Hennings and Ms. Weesner provided an update on the project and ongoing construction contract finalization.

Westcott Roundabout Greenspace

Update on project development

Ms. Weesner advised that the City has released the project for design,

Stude Park Improvement

Update on project development

Ms. Weesner advised that the related RFQ for project evaluation and design services has been published and that we awaits responses.

Waugh Drive and South Heights Safety Improvements

Update on project development

Ms. Weesner provided a brief update on project development, noting that the project is still on hold with the City.

Transportation Alternative Area Wide Study

Update on project development

Ms. Weesner discussed ongoing coordination with TXDOT, noting the related AFA is complete. She stated the project is moving forward.

Pedestrian Improvements Shepherd at Memorial

Update on project development

Ms. Weesner reviewed project development. She advised that communication with adjacent property owners continues on possible participation.

Cherry Lorraine Nature Preserve/White Oak Bayou Connectivity

Update on project development

Ms. Weesner advised that the process for a FTA funding transfer continues.

White Oak at Greenleaf

Update on project development

Ms. Weesner advised that final design efforts continue,

Congressional District 7 Sidewalk Improvement

Update on project development

Ms. Weesner advised that an engineering contract with IDS remains in development. The Board deferred action on approving a contract for engineering services.

Zone Wide Safety and Mobility Projects

Update on project development

Ms. Weesner reviewed project progress and ongoing coordination with the City.

Houston Avenue & White Oak Drive Intersection Improvements

Ms. Weesner advised that discussions continue on developing a repair plan for improvements previously constructed by the Authority that were recently damaged by a vehicle collision as discussed in the last meeting. She stated that the discussions include installation of items to reduce the likelihood of damage, including possible bollards. She noted that the Greater Northside Management District has contributed \$10,000 for the repairs and that Councilmember Castillo will provide for a similar contribution.

GRANT APPLICATIONS

Mr. Webb and Ms. Weesner reviewed federal and state grant programs awarded to date.

19th Street reconstruction design

Ms. Weesner briefly discussed possible funding for the design component of a complete reconstruction of 19th Street.

COMMUNICATIONS

Receive update from Communications Committee

Ms. Weesner reviewed Authority communication and social media actions. She also discussed possible website modifications and stated that she would review suggestions with the Communications Committee.

EXECUTIVE SESSION

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

ADJOURNMENT

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

Secretary
Memorial-Heights Redevelopment Authority

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

OCTOBER 24, 2024

The Board of Directors (the “Board”) of Reinvestment Zone Number Five, City of Houston, Texas (the “Zone”), convened in regular session, open to the public, at 1330 Post Oak Boulevard, Suite 2650, Houston, Texas 77056, on the 24th day of October, 2024, and the roll was called of the duly constituted officers and members of the Board, to-wit:

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

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

Also present for the meeting were:

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

Government Entities: Linda Trevino of Houston METRO; Bobby Wooden of the City of Houston (the “City”);

Community Entities and General Public: Anya Marmuscak of Houston Heights Association (“HHA”); Kevin Strickland of Super Neighborhood 15 – Greater Heights;

DETERMINE QUORUM; CALL TO ORDER

Chair Lents noted that a quorum was present and called the meeting to order.

Receive comments or questions from the public

The next item on the agenda was to receive comments and questions from the public.

Mr. Strickland commented on the CPT light pole at 11th and Durham, stating that it obstructs pedestrian access. He also addressed the Board regarding a community request for a four-way stop at 18th Street and Nicholson.

Ms. Weesner advised that the referenced light pole location is temporary, and the intersection will soon be ADA compliant.

CONSENT AGENDA

- a. Approve Zone minutes of September 26, 2024;

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

CONSIDER, CONFIRM, OR RATIFY ACTIONS OF THE AUTHORITY

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

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

Secretary
Reinvestment Zone Number Five,
City of Houston, Texas

DRAFT



Memorial Heights Redevelopment Authority
Monthly Financial Report Summary
October Board Meeting
Friday, December 6, 2024

At the beginning of October, the Memorial Heights Redevelopment Authority (TIRZ #5) beginning Operating Fund Balance was \$60,380,606. TIRZ #5 received a total of \$225,418 mainly from interest income (\$225,418). During the period, TIRZ #5 processed \$3,157,490 in disbursements during the period. 96% of the disbursements related to disbursements to SER (\$2,614,227), CDM Smith (\$142,708), and Quiddity (\$280,103) for CIP Projects. The ending balance as of month end October 31, 2024 was \$57,448,534.

The invoices pending approval total \$578,504. See attached “Unpaid Bills Detail” Report for invoices pending approval and invoices paid in between board meetings.

There was \$1,230,327 spent for Capital Projects for the period. The projects that utilized the majority of the funding was T-0523A Shepherd/Durham & Selected Cross streets (\$1,210,959). See attached “Capital Improvement Projects” Report on page 4.

**Memorial Heights Redevelopment Authority
General Operating Fund
As of October 31, 2024**

General Operating Fund

BEGINNING BALANCE			\$ 60,380,605.98
REVENUE			
Frost Money Market Interest	211.59	Interest	
TexPool	159,935.04	Interest	
FHWA Treas	-	Grant Income	
Regions Project Fund	62,100.18	Interest	
Regions Debt Service Fund	3,171.23	Interest	
Total Revenue			<u>225,418.04</u>
DISBURSEMENTS			
ACH SER Construction	1,455,730.98	Capital Projects	
ACH SER Construction	1,158,496.28	Capital Projects	
ACH Goodman Corporation	35,653.16	Engineering Consultant	
ACH Hunton Andrews Kurth	5,346.95	Legal Invoices	
ACH Medley	2,013.86	Monthly Retainer	
ACH Quiddity Engineering	271,684.79	Capital Projects	
ACH Quiddity Engineering	8,417.59	Capital Projects	
ACH The Morton Accounting Services	1,961.03	CPA Services	
ACH CDM Smith	142,708.26	Capital Projects	
ACH McCall Gibson Swedlund	12,750.00	Audit Fees	
ACH United States Treasury	5,415.08	Payroll Taxes	
ACH Quickbooks Payroll Service	14,146.22	Admin Payroll	
WIRE	41,454.00	Land Closing	
WIRE	1,711.60	Land Closing	
Total Disbursements			<u>3,157,489.80</u>
ENDING BALANCE			<u><u>\$ 57,448,534.22</u></u>
			-
			October 31, 2024
			Balance
LOCATION OF ASSETS			
Frost Checking			149,949.35
Frost Money Mkt			3,058,216.43
Frost Project Fund			465.00
Regions Debt Service Fund			665,621.43
Regions Project Fund			15,085,611.67
TexPool Investment			38,488,670.34
Total Account Balance			<u><u>\$ 57,448,534.22</u></u>

Memorial Heights Redevelopment Authority

Unpaid Bills Detail

As of December 4, 2024

Type	Date	Num	Memo	Due Date	Open Balance
Commerce Bank					
Bill	11/22/2024	Nov 18 2024	November 18, 2024	12/02/2024	874.36
Total Commerce Bank					874.36
Equi Tax Inc.					
Bill	12/01/2024	62745	Preparation of Continuing Disclosure	12/11/2024	300.00
Total Equi Tax Inc.					300.00
Goodman Corporation					
Bill	10/31/2024	10-2024-84	MRA109 General Planning Support October 2024	11/10/2024	3,027.33
Bill	10/31/2024	10-2024-85	MRA113 Project - Phase I Construction Phase Grant Mngt October 2024	11/10/2024	9,468.96
Bill	10/31/2024	10-2024-9	MRA118 Project - Task 1 - Right of Way October 2024	11/10/2024	1,905.75
Bill	10/31/2024	10-2024-86	MRA120 Project -HSIP Coordination October 2024	11/10/2024	2,178.32
Bill	10/31/2024	10-2024-87	MRA121 Project - Limited Bid & Construction Phase October 2024	11/10/2024	2,153.92
Bill	10/31/2024	10-2024-88	MRA122 Project -11th Street Use Path October 2024	11/10/2024	5,837.40
Bill	10/31/2024	10-2024-89	MRA123 Project - Ped Improvements at Shepherd and Memorial October 2024	11/10/2024	571.60
Bill	10/31/2024	10-2024-90	MRA125 Project -TxDOT TA Planning October 2024	11/10/2024	1,274.76
Bill	10/31/2024	10-2024-91	MRA126 Project -Project Coordination & Grant Mgmt Support HSIP FY2025 October 2024	11/10/2024	5,481.99
Bill	10/31/2024	10-2024-92	MRA127 Project -Safe Sidewalk & Path Connections October 2024	11/10/2024	281.76
Bill	10/31/2024	10-2024-10	MRA129 Project- W18th Street Sidewalks October 2024	11/10/2024	1,339.94
Total Goodman Corporation					33,521.73
Hanover					
Bill	10/31/2024	Reimbursem...	Developer Reimbursement 2024 (Construction Cost)	11/10/2024	473,689.93
Total Hanover					473,689.93
Hunton Andrews Kurth					
Bill	09/30/2024	131819493	TJHuston Properties Legal Services Through 09.30.24	10/10/2024	6,552.00
Total Hunton Andrews Kurth					6,552.00
Medley Inc.					
Bill	11/01/2024	1285	Monthly Digital Retainer - NOV 2024	11/11/2024	2,013.86
Total Medley Inc.					2,013.86
Quiddity Engineering, LLC					
Bill	10/31/2024	ARIV1027229	T0523A Shepherd Durham Cross Streets -Final Design Phase 2 Through October 11, 2024	11/10/2024	9,960.00
Bill	10/31/2024	ARIV1027230	T0523A Shepherd Durham Cross Streets - Phase 1 CPS Through October 11, 2024	11/10/2024	10,708.40
Bill	10/31/2024	ARIV1027232	Westcott Roundabout Greenspace - Through October 11, 2024	11/10/2024	127.50
Bill	10/31/2024	ARIV1027233	T0510 Shepherd at Memorial - Through October 11, 2024	11/10/2024	1,915.00
Bill	10/31/2024	ARIV1027235	T-0541 White Oak at Greenleaf - Through October 11, 2024	11/10/2024	765.00
Bill	10/31/2024	ARIV1027236	T0521 Little Thicket - Through October 11, 2024	11/10/2024	320.00
Total Quiddity Engineering, LLC					23,795.90
Sanford Kuhl Hagan Kugle Parker Kahn					
Bill	10/01/2024	24-1279	Admin/Meeting through August 2024	10/11/2024	120.00
Bill	10/01/2024	24-1280	Legal services through August 2024	10/11/2024	3,627.50
Bill	10/01/2024	24-1281	Legal services through August 2024	10/11/2024	260.00
Bill	10/01/2024	24-1282	Legal services through August 2024	10/11/2024	1,300.00
Bill	10/01/2024	24-1283	Legal services through August 2024	10/11/2024	980.00
Bill	11/01/2024	24-1408	Admin/Meeting through September 2024	11/11/2024	1,530.00
Bill	11/01/2024	24-1409	Legal services through September 2024	11/11/2024	8,352.44
Bill	11/01/2024	24-1410	Legal services through September 2024	11/11/2024	390.00
Bill	11/01/2024	24-1411	Legal services through September 2024	11/11/2024	2,267.50
Bill	11/01/2024	24-1412	Legal services through September 2024	11/11/2024	260.00
Bill	11/01/2024	24-1413	Legal services through September 2024	11/11/2024	62.50
Bill	11/01/2024	24-1414	Legal services through September 2024	11/11/2024	1,645.00
Total Sanford Kuhl Hagan Kugle Parker Kahn					20,794.94
SER Construction					
Bill	11/30/2024	Pay Est #30	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 October 2024	12/10/2024	1,307,769.43
Total SER Construction					1,307,769.43
Sovereign Regent Square LLC					
Bill	11/30/2024	Reimbursem...	Developer Reimbursement 2024(Construction Cost)	12/10/2024	725,202.13
Total Sovereign Regent Square LLC					725,202.13
Texas Department of Transportation					
Bill	10/01/2024	CSJ 0912-72...	White Oak Bayou Safety & Access Study	10/11/2024	15,000.00
Total Texas Department of Transportation					15,000.00

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Unpaid Bills Detail

As of December 4, 2024

Type	Date	Num	Memo	Due Date	Open Balance
The Morton Accounting Services					
Bill	10/31/2024	2635	October 2024 CPA Services	11/10/2024	1,961.03
Total The Morton Accounting Services					1,961.03
TOTAL					2,611,475.31

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Accrual Basis

Memorial Heights Redevelopment Authority

Capital Improvement Projects

October 2024

Type	Date	Num	Name	Memo	Amount
Capital Improvement Plan					
T-0510 Buffalo to White Oak Tra					
Bill	10/31/2024	ARIV1027233	Quiddity Engineering, L...	T0510 Shepherd at Memorial - Through October 11...	1,915.00
Total T-0510 Buffalo to White Oak Tra					1,915.00
T-0521 Little Thicket Park Impr					
Bill	10/01/2024	24-1281	Sanford Kuhl Hagan K...	Little Thicket Park August 2024	260.00
Bill	10/31/2024	ARIV1027236	Quiddity Engineering, L...	T0521 Little Thicket - Through October 11, 2024	320.00
Total T-0521 Little Thicket Park Impr					580.00
T-0523 Shepherd/Durham Reconstr					
Bill	10/01/2024	CSJ 0912-7...	Texas Department of T...	White Oak Bayou Safety & Access Study	15,000.00
Total T-0523 Shepherd/Durham Reconstr					15,000.00
T-0523A Shepherd Durham & Cross					
Bill	10/01/2024	Pay Est #29	SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets P...	1,158,496.28
Bill	10/01/2024	24-1282	Sanford Kuhl Hagan K...	Shepher/Durham Recon August 2024	1,300.00
Bill	10/31/2024	ARIV1027229	Quiddity Engineering, L...	T0523A Shepherd Durham Cross Streets -Final De...	9,960.00
Bill	10/31/2024	ARIV1027230	Quiddity Engineering, L...	Total Fee - \$364,200	10,708.40
Bill	10/31/2024	10-2024-85	Goodman Corporation	-MULTIPLE-	9,468.96
Bill	10/31/2024	10-2024-9	Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	1,905.75
Bill	10/31/2024	10-2024-86	Goodman Corporation	-MULTIPLE-	2,178.32
Bill	10/31/2024	10-2024-87	Goodman Corporation	MRA 121 Task 1 - \$6,731	2,153.92
Bill	10/31/2024	10-2024-88	Goodman Corporation	-MULTIPLE-	5,837.40
Bill	10/31/2024	10-2024-89	Goodman Corporation	-MULTIPLE-	571.60
Bill	10/31/2024	10-2024-90	Goodman Corporation	-MULTIPLE-	1,274.76
Bill	10/31/2024	10-2024-91	Goodman Corporation	-MULTIPLE-	5,481.99
Bill	10/31/2024	10-2024-92	Goodman Corporation	-MULTIPLE-	281.76
Bill	10/31/2024	10-2024-10	Goodman Corporation	-MULTIPLE-	1,339.94
Total T-0523A Shepherd Durham & Cross					1,210,959.08
T-0532 Zone Wide Safety & Mob					
Bill	10/01/2024	24-1283	Sanford Kuhl Hagan K...	T-0532 Zone Wide Safety August 2024	980.00
Total T-0532 Zone Wide Safety & Mob					980.00
T-0534 West 19th Beall Sidewalk					
Bill	10/31/2024	ARIV1027231	Quiddity Engineering, L...	Total Fee \$60,100	0.00
Total T-0534 West 19th Beall Sidewalk					0.00
T-0541 White Oak @ Greenleaf					
Bill	10/31/2024	ARIV1027235	Quiddity Engineering, L...	T-0541 White Oak at Greenleaf - Through October ...	765.00
Total T-0541 White Oak @ Greenleaf					765.00
T-0544 Westcott Roundabout					
Bill	10/31/2024	ARIV1027232	Quiddity Engineering, L...	Westcott Roundabout	127.50
Total T-0544 Westcott Roundabout					127.50
Total Capital Improvement Plan					1,230,326.58
TOTAL					1,230,326.58

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Prev Year Comparison

July through October 2024

	Jul - Oct 24	Jul - Oct 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
Grant Income	0.00	646,889.06	-646,889.06	-100.0%
Interest Income	725,412.61	370,864.51	354,548.10	95.6%
Interest Income - CIP	0.00	575,572.13	-575,572.13	-100.0%
Tax Increment - City	0.00	134,694.54	-134,694.54	-100.0%
Total Income	725,412.61	1,728,020.24	-1,002,607.63	-58.0%
Cost of Goods Sold				
Capital Improvement Plan				
T-0510 Buffalo to White Oak Tra	9,799.25	0.00	9,799.25	100.0%
T-0521 Little Thicket Park Impr	580.00	2,677.50	-2,097.50	-78.3%
T-0522A 18th St & Surrounding	14,874.94	0.00	14,874.94	100.0%
T-0523 Shepherd/Durham Reconstr	15,000.00	0.00	15,000.00	100.0%
T-0523A Shepherd Durham & Cross	3,938,844.22	3,601,133.07	337,711.15	9.4%
T-0531 Pedestrian Improv. Const	0.00	4,826.16	-4,826.16	-100.0%
T-0532 Zone Wide Safety & Mob	980.00	0.00	980.00	100.0%
T-0534 West 19th Beall Sidewalk	6,725.00	7,347.50	-622.50	-8.5%
T-0535 Safety & Mobility Imp	13,395.30	0.00	13,395.30	100.0%
T-0537 Inf Imps Shep awhite Oak	13,984.55	0.00	13,984.55	100.0%
T-0538 Transportation Area Stud	390.00	0.00	390.00	100.0%
T-0539 Full Reconstruct Cross	16,625.67	0.00	16,625.67	100.0%
T-0540 11th St Side Path	390.00	0.00	390.00	100.0%
T-0541 White Oak @ Greenleaf	18,778.75	0.00	18,778.75	100.0%
T-0543 Congressional Dist 7	130.00	0.00	130.00	100.0%
T-0544 Westcott Roundabout	2,568.52	4,290.57	-1,722.05	-40.1%
Total Capital Improvement Plan	4,053,066.20	3,620,274.80	432,791.40	12.0%
Total COGS	4,053,066.20	3,620,274.80	432,791.40	12.0%
Gross Profit	-3,327,653.59	-1,892,254.56	-1,435,399.03	-75.9%
Expense				
Debt Service				
Bond Principal	925,000.00	880,000.00	45,000.00	5.1%
Interest Expense	609,737.51	631,737.51	-22,000.00	-3.5%
Total Debt Service	1,534,737.51	1,511,737.51	23,000.00	1.5%
Developer Reimbursement	473,689.93	929,662.79	-455,972.86	-49.1%
Payroll Expenses				
Payroll Taxes	4,993.65	4,751.40	242.25	5.1%
Retirement Expense	7,700.00	6,000.00	1,700.00	28.3%
Salary Payroll	77,000.00	60,000.00	17,000.00	28.3%
Payroll Expenses - Other	17.04	7.48	9.56	127.8%
Total Payroll Expenses	89,710.69	70,758.88	18,951.81	26.8%
Program and Project Consultants				
Engineering Consultants	50,000.00	6,779.90	43,220.10	637.5%
Legal Expense	7,355.25	31,327.73	-23,972.48	-76.5%
Planning Consultants	25,326.20	45,840.29	-20,514.09	-44.8%
Total Program and Project Consultants	82,681.45	83,947.92	-1,266.47	-1.5%
TIRZ Administration & Overhead				
Accounting	7,844.12	7,818.72	25.40	0.3%
Administration	195.00	4,075.00	-3,880.00	-95.2%
Auditing	22,750.00	23,750.00	-1,000.00	-4.2%
Office Expenses				
Bank Service Charges	0.00	32.75	-32.75	-100.0%
Office Expenses - Other	0.00	0.00	0.00	0.0%
Total Office Expenses	0.00	32.75	-32.75	-100.0%
Tax Consultant	4,410.00	3,518.40	891.60	25.3%

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

	Jul - Oct 24	Jul - Oct 23	\$ Change	% Change
Total TIRZ Administration & Overhead	35,199.12	39,194.87	-3,995.75	-10.2%
Total Expense	2,216,018.70	2,635,301.97	-419,283.27	-15.9%
Net Ordinary Income	-5,543,672.29	-4,527,556.53	-1,016,115.76	-22.4%
Net Income	-5,543,672.29	-4,527,556.53	-1,016,115.76	-22.4%

Memorial Heights Redevelopment Authority

Balance Sheet Prev Year Comparison

As of October 31, 2024

	Oct 31, 24	Oct 31, 23	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
Frost Bank Checking	149,949.35	1,157,684.72	-1,007,735.37	-87.1%
Frost Bank Money Mkt	3,058,216.43	711.47	3,057,504.96	429,744.8%
Frost Bank Project Fund	465.00	465.00	0.00	0.0%
Regions Debt Service Fund	665,621.43	648,126.56	17,494.87	2.7%
Regions Project Fund	15,085,611.67	33,983,080.09	-18,897,468.42	-55.6%
TexPool Investment	38,488,670.34	21,871,001.89	16,617,668.45	76.0%
Total Checking/Savings	57,448,534.22	57,661,069.73	-212,535.51	-0.4%
Accounts Receivable				
Accounts Receivable	0.00	8,920.09	-8,920.09	-100.0%
Total Accounts Receivable	0.00	8,920.09	-8,920.09	-100.0%
Other Current Assets				
Due from Other Funds	15,329,795.00	15,329,795.00	0.00	0.0%
Undeposited Funds	10,000.00	0.00	10,000.00	100.0%
Total Other Current Assets	15,339,795.00	15,329,795.00	10,000.00	0.1%
Total Current Assets	72,788,329.22	72,999,784.82	-211,455.60	-0.3%
Fixed Assets				
Fixed Assets	43,165.60	0.00	43,165.60	100.0%
Total Fixed Assets	43,165.60	0.00	43,165.60	100.0%
TOTAL ASSETS	72,831,494.82	72,999,784.82	-168,290.00	-0.2%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	560,808.09	3,183,099.31	-2,622,291.22	-82.4%
Total Accounts Payable	560,808.09	3,183,099.31	-2,622,291.22	-82.4%
Other Current Liabilities				
Due to Other Funds	15,329,795.00	15,329,795.00	0.00	0.0%
Payroll Liabilities	3,859.00	6,948.30	-3,089.30	-44.5%
Retainage Payable	1,917,984.46	0.00	1,917,984.46	100.0%
Total Other Current Liabilities	17,251,638.46	15,336,743.30	1,914,895.16	12.5%
Total Current Liabilities	17,812,446.55	18,519,842.61	-707,396.06	-3.8%
Total Liabilities	17,812,446.55	18,519,842.61	-707,396.06	-3.8%
Equity				
Fund Balance Equity CIP	31,539,040.94	31,539,040.94	0.00	0.0%
Retained Earnings	29,023,679.62	27,468,457.80	1,555,221.82	5.7%
Net Income	-5,543,672.29	-4,527,556.53	-1,016,115.76	-22.4%
Total Equity	55,019,048.27	54,479,942.21	539,106.06	1.0%
TOTAL LIABILITIES & EQUITY	72,831,494.82	72,999,784.82	-168,290.00	-0.2%

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July through October 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Ordinary Income/Expense						
Income						
Grant Income						
General ...	07/01/2024	CPA 24-2R	*	FHWA Treasury	Grant income unreceived at year end per Goodman report	-1,400,232.32
General ...	07/01/2024	CPA 24-2R	*	FHWA Treasury	Grant income unreceived at year end per Goodman report	-1,266,837.12
General ...	07/01/2024	CPA 24-2R	*	FHWA Treasury	Grant income unreceived at year end per Goodman report	-889,016.65
Deposit	08/02/2024	ACH			FHWA Treas 310 Misc Pay	1,400,232.32
Deposit	08/14/2024	ACH			FHWA Treas 310 Misc Pay	1,266,837.12
Deposit	09/17/2024	ACH			FHWA Treas 310 Misc Pay	889,016.65
Total Grant Income						0.00
Interest Income						
Deposit	07/31/2024			Interest		86,015.23
Deposit	07/31/2024			Interest		42.75
Deposit	07/31/2024			Interest		3,256.58
Deposit	07/31/2024			Interest		63,441.89
Deposit	08/31/2024			Interest		86,085.37
Deposit	08/31/2024			Interest		65,797.80
Deposit	08/31/2024			Interest		9,623.78
Deposit	08/31/2024			Interest		42.75
Deposit	09/30/2024			Interest		74.12
Deposit	09/30/2024			Interest		110,084.81
Deposit	09/30/2024			Interest		9,636.80
Deposit	09/30/2024			Interest		65,892.69
Deposit	10/31/2024			Interest		3,171.23
Deposit	10/31/2024			Interest		62,100.18
Deposit	10/31/2024			Interest		211.59
Deposit	10/31/2024			Interest		159,935.04
Total Interest Income						725,412.61
Total Income						725,412.61
Cost of Goods Sold						
Capital Improvement Plan						
T-0510 Buffalo to White Oak Tra						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through July 26, 2024	498.00
Bill	08/31/2024	ARIV10245...		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through August 23, 2024	2,936.25
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through September 20, 2024	4,450.00
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	T0510 Shepherd at Memorial - Through October 11, 2024	1,915.00
Total T-0510 Buffalo to White Oak Tra						9,799.25
T-0521 Little Thicket Park Impr						
Bill	10/01/2024	24-1281		Sanford Kuhl Hagan Kugle...	Little Thicket Park August 2024	260.00
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	T0521 Little Thicket - Through October 11, 2024	320.00
Total T-0521 Little Thicket Park Impr						580.00
T-0522A 18th St & Surrounding						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	Total Fee \$198,517.60	5,186.22
Bill	08/31/2024	ARIV10242...		Quiddity Engineering, LLC	Total Fee \$198,517.60	129.80
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	Total Fee \$198,517.60	9,558.92
Total T-0522A 18th St & Surrounding						14,874.94
T-0523 Shepherd/Durham Reconstr						
Bill	10/01/2024	CSJ 0912-...		Texas Department of Tran...	White Oak Bayou Safety & Access Study	15,000.00
Total T-0523 Shepherd/Durham Reconstr						15,000.00
T-0523A Shepherd Durham & Cross						
Bill	07/31/2024	7-2024-57		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	07/31/2024	7-2024-57		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	07/31/2024	7-2024-57		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	07/31/2024	7-2024-99		Goodman Corporation	MRA118 Right of Way Acquisition	4,772.25
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 1 - \$10,901	109.01
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 2 - \$23,922	119.61
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 3 - \$28,432	284.32
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	07/31/2024	7-2024-58		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	07/31/2024	7-2024-59		Goodman Corporation	MRA121 Project - Limited Bid & Construction Phase July 2024	336.55
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	07/31/2024	7-2024-60		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	07/31/2024	7-2024-61		Goodman Corporation	MRA124 Project - Tax Increment Revenue Analysis July 2024	1,198.00

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority
Profit & Loss Detail
July through October 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Bill	07/31/2024	7-2024-62		Goodman Corporation	MRA125 Task 1 - \$3,012	602.40
Bill	07/31/2024	7-2024-62		Goodman Corporation	MRA125 Task 2 - \$6,892	344.60
Bill	07/31/2024	7-2024-62		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 1 - \$3,607	36.07
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 2 - \$6,818	340.90
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	07/31/2024	7-2024-63		Goodman Corporation	MRA 126 Task 5 - \$7,596	37.98
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 1 - \$3,842	960.50
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	07/31/2024	7-2024-64		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	07/31/2024	24-1128		Sanford Kuhl Hagan Kugle...	Shepher/Durham Recon July 2024	1,105.00
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Pha...	1,585.67
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	Total Fee - \$364,200	3,803.36
Bill	07/31/2024	131817341		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 07.31.24	4,975.00
Bill	07/31/2024	90213320		CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project July 2...	113,801.31
Bill	07/31/2024	Pay Est #27		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 J...	765,224.74
Bill	08/30/2024	8-2024-58		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	08/30/2024	8-2024-58		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	08/30/2024	8-2024-58		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	08/30/2024	8-2024-117		Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	960.75
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 1 - \$10,901	654.06
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 2 - \$23,922	358.83
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 3 - \$28,432	1,705.92
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	08/30/2024	8-2024-59		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	08/30/2024	8-2024-60		Goodman Corporation	MRA 121 Task 1 - \$6,731	336.55
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 1 - \$32,060	641.20
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 2 - \$19,458	0.00
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	08/30/2024	8-2024-61		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA123 Task 1 - \$11,055	552.75
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA123 Task 2 - \$5,716	0.00
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	08/30/2024	8-2024-62		Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 1 - \$3,607	541.05
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 2 - \$6,818	1,772.68
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	08/30/2024	8-2024-63		Goodman Corporation	MRA 126 Task 5 - \$7,596	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 1 - \$3,842	768.40
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	08/30/2024	8-2024-64		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	08/31/2024	ARIV10242...		Quiddity Engineering, LLC	Total Fee - \$364,200	9,018.24
Bill	08/31/2024	ARIV10245...		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Pha...	130,103.45
Bill	08/31/2024	131818659		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 08.31.24	5,346.95
Bill	08/31/2024	90216575		CDM Smith Inc.	Project: Shepherd & Durham Major Investment Project Augu...	142,708.26
Bill	09/01/2024	Pay Est #28		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 A...	1,455,730.98
Invoice	09/30/2024	2000		Greater Northside Manage...	Parklett - for Park repairs and maintenance	-10,000.00
Bill	09/30/2024	9-2024-75		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	09/30/2024	9-2024-75		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	09/30/2024	9-2024-75		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 1 - \$10,901	327.03
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 3 - \$28,432	1,137.28
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 5 - \$8,161	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	09/30/2024	9-2024-76		Goodman Corporation	MRA120 Task 7 - \$8,160	0.00
Bill	09/30/2024	9-2024-82		Goodman Corporation	MRA 121 Task 1 - \$6,731	1,009.65
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 1 - \$32,060	0.00
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 2 - \$19,458	13,620.60
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	09/30/2024	9-2024-83		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	09/30/2024	9-2024-84		Goodman Corporation	Total: \$23,960.00	1,198.00
Bill	09/30/2024	9-2024-85		Goodman Corporation	MRA125 Task 1 - \$3,012	60.24
Bill	09/30/2024	9-2024-85		Goodman Corporation	MRA125 Task 2 - \$6,892	0.00
Bill	09/30/2024	9-2024-85		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 1 - \$3,607	541.05
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 2 - \$6,818	681.80

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July through October 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	09/30/2024	9-2024-86		Goodman Corporation	MRA 126 Task 5 - \$7,596	303.84
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 1 - \$3,842	384.20
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 2 - \$14,088	0.00
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	09/30/2024	9-2024-87		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Pha...	21,416.56
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	Total Fee - \$364,200	10,767.47
Bill	09/30/2024	131819493		Hunton Andrews Kurth	TJHuston Properties Legal Services Through 09.30.24	6,552.00
Bill	10/01/2024	Pay Est #29		SER Construction	Shepherd Dr, Durham Dr, Selected Cross Streets Phase 1 S...	1,158,496.28
Bill	10/01/2024	24-1282		Sanford Kuhl Hagan Kugle...	Shepher/Durham Recon August 2024	1,300.00
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	T0523A Shepherd Durham Cross Streets -Final Design Pha...	9,960.00
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	Total Fee - \$364,200	10,708.40
Bill	10/31/2024	10-2024-85		Goodman Corporation	MRA113 Task 1 - \$127,929	3,070.30
Bill	10/31/2024	10-2024-85		Goodman Corporation	MRA113 Task 2 - \$172,439	4,655.85
Bill	10/31/2024	10-2024-85		Goodman Corporation	MRA113 Task 3 - \$72,617	1,742.81
Bill	10/31/2024	10-2024-9		Goodman Corporation	MRA118 Right of Way Acquisition \$57,960	1,905.75
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 1 - \$10,901	654.06
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 2 - \$23,922	0.00
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 3 - \$28,432	1,279.44
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 4 - \$31,329	0.00
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 5 - \$8,161	122.42
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 6 - \$5,270	0.00
Bill	10/31/2024	10-2024-86		Goodman Corporation	MRA120 Task 7 - \$8,160	122.40
Bill	10/31/2024	10-2024-87		Goodman Corporation	MRA 121 Task 1 - \$6,731	2,153.92
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 1 - \$32,060	0.00
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 2 - \$19,458	5,837.40
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 3 - \$14,582	0.00
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 4 - \$34,308	0.00
Bill	10/31/2024	10-2024-88		Goodman Corporation	MRA122 Task 5 - \$15,003	0.00
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA123 Task 1 - \$11,055	0.00
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA123 Task 2 - \$5,716	571.60
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA123 Task 3 - \$9,434	0.00
Bill	10/31/2024	10-2024-89		Goodman Corporation	MRA 123 Task 4 - \$25,930	0.00
Bill	10/31/2024	10-2024-90		Goodman Corporation	MRA125 Task 1 - \$3,012	240.96
Bill	10/31/2024	10-2024-90		Goodman Corporation	MRA125 Task 2 - \$6,892	1,033.80
Bill	10/31/2024	10-2024-90		Goodman Corporation	MRA125 Task 3 - \$5,067	0.00
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 1 - \$3,607	180.35
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 2 - \$6,818	136.36
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 3 - \$8,881	0.00
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA126 Task 4 - \$11,725	0.00
Bill	10/31/2024	10-2024-91		Goodman Corporation	MRA 126 Task 5 - \$7,596	5,165.28
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 1 - \$3,842	0.00
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 2 - \$14,088	281.76
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 3 - \$10,486	0.00
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA127 Task 4 - \$5,958	0.00
Bill	10/31/2024	10-2024-92		Goodman Corporation	MRA 127 Task 5 - \$16,492	0.00
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 1 - \$42,285	845.70
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 2 - \$24,712	494.24
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 3 - \$20,066	0.00
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA129 Task 4 - \$52,499	0.00
Bill	10/31/2024	10-2024-10		Goodman Corporation	MRA 129 Task 5 - \$20,938	0.00
Total T-0523A Shepherd Durham & Cross						3,938,844.22
T-0532 Zone Wide Safety & Mob						
Bill	10/01/2024	24-1283		Sanford Kuhl Hagan Kugle...	T-0532 Zone Wide Safety August 2024	980.00
Total T-0532 Zone Wide Safety & Mob						980.00
T-0534 West 19th Beall Sidewalk						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	Total Fee \$60,100	3,667.50
Bill	08/31/2024	ARIV10242...		Quiddity Engineering, LLC	Total Fee \$60,100	510.00
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	Total Fee \$60,100	2,547.50
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	Total Fee \$60,100	0.00
Total T-0534 West 19th Beall Sidewalk						6,725.00
T-0535 Safety & Mobility Imp						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	T0535 Waugh Safety - Through July 26, 2024	13,395.30
Total T-0535 Safety & Mobility Imp						13,395.30

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July through October 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
T-0537 Inf Imps Shep awhite Oak						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	Total Fee \$220,110.00	7,481.91
Bill	08/31/2024	ARIV10245...		Quiddity Engineering, LLC	Total Fee \$220,110.00	2,435.00
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	Total Fee \$220,110.00	4,067.64
Total T-0537 Inf Imps Shep awhite Oak						13,984.55
T-0538 Transportation Area Stud						
Bill	07/31/2024	24-1130		Sanford Kuhl Hagan Kugle...	T-538 - Transportation Area Study July 2024	390.00
Total T-0538 Transportation Area Stud						390.00
T-0539 Full Reconstruct Cross						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	Total Fee \$137,452.00	5,880.23
Bill	08/31/2024	ARIV10245...		Quiddity Engineering, LLC	Total Fee \$137,452.00	4,268.05
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	Total Fee \$137,452.00	6,477.39
Total T-0539 Full Reconstruct Cross						16,625.67
T-0540 11th St Side Path						
Bill	07/31/2024	24-1129		Sanford Kuhl Hagan Kugle...	T-540 11th Street Improvements	390.00
Total T-0540 11th St Side Path						390.00
T-0541 White Oak @ Greenleaf						
Bill	07/31/2024	ARIV10225...		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through July 26, 2024	7,456.25
Bill	08/31/2024	ARIV10242...		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through August 23, 2024	8,848.75
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through September 20, 2024	1,708.75
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	T-0541 White Oak at Greenleaf - Through October 11, 2024	765.00
Total T-0541 White Oak @ Greenleaf						18,778.75
T-0543 Congressional Dist 7						
Bill	07/31/2024	24-1152		Sanford Kuhl Hagan Kugle...	T-543- Sidewalk Improvements July 2024	130.00
Total T-0543 Congressional Dist 7						130.00
T-0544 Westcott Roundabout						
Bill	09/30/2024	ARIV10260...		Quiddity Engineering, LLC	Westcott Roundabout	2,441.02
Bill	10/31/2024	ARIV10272...		Quiddity Engineering, LLC	Westcott Roundabout	127.50
Total T-0544 Westcott Roundabout						2,568.52
Total Capital Improvement Plan						4,053,066.20
Total COGS						4,053,066.20
Gross Profit						-3,327,653.59
Expense						
Debt Service						
Bond Principal						
Bill	09/01/2024	G067Z08 S...		Regions Corporate Trust	Debt Service Payment - Principal Payment	925,000.00
Total Bond Principal						925,000.00
Interest Expense						
Bill	09/01/2024	#11879 S...		Regions Corporate Trust	Debt Service Payment	609,737.51
Total Interest Expense						609,737.51
Total Debt Service						1,534,737.51
Developer Reimbursement						
Bill	10/31/2024	Reimburse...		Hanover	Hanover Increment	473,689.93
Total Developer Reimbursement						473,689.93

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July through October 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
Payroll Expenses						
Payroll Taxes						
Paycheck	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	1,312.85
Paycheck	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	307.03
Paycheck	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	0.00
Check	08/20/2024	EFT		Texas Workforce Commiss...		30.00
Paycheck	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	1,312.85
Paycheck	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	307.04
Paycheck	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	0.00
Paycheck	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	1,109.80
Paycheck	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	307.04
Paycheck	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	0.00
Paycheck	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	0.00
Paycheck	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	307.04
Paycheck	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	0.00
Total Payroll Taxes						4,993.65
Retirement Expense						
Paycheck	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	1,925.00
Paycheck	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	1,925.00
Paycheck	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	1,925.00
Paycheck	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	1,925.00
Total Retirement Expense						7,700.00
Salary Payroll						
Paycheck	07/31/2024	DD1039		Sherry Weesner	Direct Deposit	19,250.00
Paycheck	08/30/2024	DD1040		Sherry Weesner	Direct Deposit	19,250.00
Paycheck	09/30/2024	DD1041		Sherry Weesner	Direct Deposit	19,250.00
Paycheck	10/31/2024	DD1042		Sherry Weesner	Direct Deposit	19,250.00
Total Salary Payroll						77,000.00
Payroll Expenses - Other						
Liability ...	07/30/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liability ...	07/30/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liability ...	08/29/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liability ...	08/29/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liability ...	09/27/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liability ...	09/27/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Liability ...	10/30/2024			QuickBooks Payroll Service	Fee for 1 direct deposit(s) at \$4.00 each	4.00
Liability ...	10/30/2024			QuickBooks Payroll Service	Sales Tax for TX	0.26
Total Payroll Expenses - Other						17.04
Total Payroll Expenses						89,710.69
Program and Project Consultants						
Engineering Consultants						
Bill	09/30/2024	ARIV10261...		Quiddity Engineering, LLC	Work Order 1 - Through September 20, 2024	50,000.00
Total Engineering Consultants						50,000.00
Legal Expense						
Bill	07/31/2024	24-1127		Sanford Kuhl Hagan Kugle...	Legal services through July 2024	3,727.75
Bill	10/01/2024	24-1280		Sanford Kuhl Hagan Kugle...	Legal services through August 2024	3,627.50
Total Legal Expense						7,355.25
Planning Consultants						
Bill	07/01/2024	1237		Medley Inc.	Monthly Digital Retainer - July	2,000.00
Bill	07/01/2024	1237		Medley Inc.	Mail Chimp Subscription	13.99
Bill	07/01/2024	1237		Medley Inc.	Consulting Support on Shepherd Durham Project	1,000.00
Bill	07/31/2024	7-2024-98		Goodman Corporation	Task 1- \$175,000.00	3,588.82
Bill	08/01/2024	1248		Medley Inc.	Monthly Digital Retainer - August	2,000.00
Bill	08/01/2024	1248		Medley Inc.	Mail Chimp Subscription	13.99
Bill	08/30/2024	8-2024-109		Goodman Corporation	Task 1- \$175,000.00	2,733.84
Bill	09/04/2024	1260		Medley Inc.	Monthly Digital Retainer - September	2,000.00
Bill	09/04/2024	1260		Medley Inc.	Mail Chimp Subscription	13.86
Bill	09/30/2024	9-2024-74		Goodman Corporation	Task 1- \$175,000.00	6,920.51
Bill	10/02/2024	1273		Medley Inc.	Monthly Digital Retainer - October	2,000.00
Bill	10/02/2024	1273		Medley Inc.	Mail Chimp Subscription	13.86
Bill	10/31/2024	10-2024-84		Goodman Corporation	Task 1- \$175,000.00	3,027.33
Total Planning Consultants						25,326.20
Total Program and Project Consultants						82,681.45

No assurance is provided on these financial statements

Memorial Heights Redevelopment Authority

Profit & Loss Detail

July through October 2024

Accrual Basis

Type	Date	Num	Adj	Name	Memo	Amount
TIRZ Administration & Overhead						
Accounting						
Bill	08/30/2024	2603		The Morton Accounting Se...	July 2024	1,961.03
Bill	08/30/2024	2603		The Morton Accounting Se...	August 2024	1,961.03
Bill	09/30/2024	2619		The Morton Accounting Se...	September 2024	1,961.03
Bill	10/31/2024	2635		The Morton Accounting Se...	October 2024	1,961.03
Total Accounting						7,844.12
Administration						
Bill	07/31/2024	24-1126		Sanford Kuhl Hagan Kugle...	Admin/Meeting through July 2024	75.00
Bill	10/01/2024	24-1279		Sanford Kuhl Hagan Kugle...	Admin/Meeting through August 2024	120.00
Total Administration						195.00
Auditing						
Bill	09/04/2024	2024 Audit ...		McCall Gibson Swedlund B...	2024 Audit Interim	10,000.00
Bill	10/01/2024	2024 Singl...		McCall Gibson Swedlund B...	2024 Single Audit Billing	8,500.00
Bill	10/03/2024	2024 Audit ...		McCall Gibson Swedlund B...	2024 Audit Final	4,250.00
Total Auditing						22,750.00
Tax Consultant						
Bill	07/01/2024	61991		Equi Tax Inc.	July 1 - December 31, 2024 2024 Tax Consulting	4,410.00
Total Tax Consultant						4,410.00
Total TIRZ Administration & Overhead						35,199.12
Total Expense						2,216,018.70
Net Ordinary Income						-5,543,672.29
Net Income						-5,543,672.29

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

TEXPOOL

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

*Transfer from Frost Account

Regions Project Fund

Date	Balance	Income	Deposits/Withdrawals	Date Deposit/Withdrawal	Average Yield at Market
July 31, 2024	\$14,891,821.11	\$63,441.89			5.14%
August 31, 2024	\$14,957,618.80	\$65,797.80			5.30%
September 30, 2024	\$15,023,511.49	\$65,829.69			5.29%
October 31, 2024	\$15,085,611.67	\$62,100.18			4.96%
November 30, 2024					
December 31, 2023					
January 31, 2025					
February 29, 2025					
March 31, 2025					
April 30, 2025					
May 31, 2025					
June 30, 2025					

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

Regions Debt Service Fund

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

*September 2024 Bond Payment

This report and the Authority's investment portfolio are in compliance with the investment strategies expressed in the Authority's Investment Policy and the Public Funds Investment Act.

Sherry F Weesner

Sherry F. Weesner, Investment Officer



MEMORIAL HEIGHTS
REDEVELOPMENT AUTHORITY

**FEDERAL PROCUREMENT POLICIES AND
PROCEDURES**
2023

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INTRODUCTION

The Procurement Policies and Procedures Manual of Memorial Heights Redevelopment Authority (MHRA) is designed to set forth the standards for processing all federally funding contracts and purchase orders, including Federal Transit Administration (FTA) and Federal Highway Administration (FHWA). These policies and procedures are furnished to ensure that materials and services are obtained timely, efficiently, and economically while adhering to principles of good public policy and practices and sound business judgment. These policies and procedures are organized to allow the user maximum flexibility to initiate, develop, execute, and administer third-party contracts within the parameters of Federal, State, and local requirements.

Federal Third-Party Contracting Guidance

For all federal solicitations, MHRA will follow the guidance set out in the Third Party Contracting Guidance, FTA Circular 4220.1F, and the Best Practices and Lessons Learned Procurement Manual, provided by the FTA, and 2 C.F.R. Part 200 and Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

WRITTEN STANDARDS OF CONDUCT

Policy Statement

MHRA Code of Conduct establishes minimum standards of conduct that Board, officers, employees, agents and contractors of MHRA are expected to follow in the performance of their duties specifically related to selection, award and/or administration of any contract supported by federal funds.

Standards of Conduct

MHRA's Board and its officers, employees, agents and contractors shall abide by this code when participating in the selection, award and/or administration of any contract supported by federal funds.

Any elected officials, officers, employees, agents or contractors of MHRA who discloses a conflict of interest, real, apparent or potential, shall recuse themselves from any further participation in selection, award or administration of a contract supported by federal funds.

Only authorized elected officials, officers, employees, agents or contractors of MHRA will communicate details of any active procurement or solicitation to any person or entity.

ABSOLUTE PROHIBITIONS

No elected official, officer, employee, agent, or contractor of MHRA shall participate in selection, award or administration of a contract supported by federal funds if a conflict of interest, real, apparent or potential, is involved. Such a conflict would arise when:

- The elected official, officer, employee, agent, or contractor has a financial or other interest in a firm being considered for a contract award;
- Any member of the elected official, officer, employee, agent, or contractor's immediate family has a financial or other interest in a firm being considered for a contract award;
- The elected official, officer, employee, agent, or contractor's partner has a financial or other interest in a firm being considered for a contract award;
- An entity that has a financial or other interest in a firm being considered for a contract and said entity employs, or is about to employ: an elected official, officer, employee, agent, or contractor;

any member of the elected official, officer, employee, agent, or contractor's immediate family; or an elected official, officer, employee, agent, or contractor's partner;

- A contractor is unable to render impartial assistance or advice to MHRA because of other activities, financial interests, relationships, or contracts; and
- A contractor has an unfair competitive advantage from preparing procurement documents for work that the contractor may submit a bid or proposal, which is referred to as organizational conflict of interest.

An elected official, officer, employee, agent, or contractor of MHRA, their immediate family and/or partner shall neither solicit nor accept gifts, gratuities, favors or anything of monetary value from any firm being considered for a contract award or any firm benefiting from a contract award.

DISCLOSURES

Any elected official, officer, employee, agent, or contractor of MHRA shall disclose any relationship that could cause a conflict of interest on a procurement-by-procurement basis. Any elected official, officer, employee, agent, or contractor of MHRA will not participate in any procurement where a relationship exists.

For the State of Texas, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity.

PENALTIES

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

- The failure of a Board Member to comply with the requirements of this policy shall constitute grounds for censure or removal from MHRA Board.
- The failure of an employee to comply with the requirements of this policy shall result in disciplinary action up to and including termination.
- The failure of an agent or contractor of MHRA to comply with this policy shall be grounds for such contractual remedy, as may be appropriate, up to and including termination of the contract and debarment of the agent or contractor.

MITIGATION TECHNIQUES

- **Avoid** - Prevent the occurrence of an actual or potential conflict of interest through actions such as excluding sources or eliminating a segment of work from task to eliminate the potential for a conflict of interest.
- **Neutralize** - Negate potential or actual conflict of interest related to (1) contractor objectivity during contract performance or (2) an unfair competitive advantage. Specific actions would include encouraging/facilitating support contractor recusal, excluding/severely limiting support contractor participation in source selection activities, and otherwise barring access to competition sensitive data.
- **Mitigate** - Reduce or alleviate the impact of unavoidable conflict of interests to an acceptable level of risk so that the Government's interests to fair competition and/or contract performance are not prejudiced.

Organizational Conflict of Interest

An organizational conflict of interest occurs when any of the following arise:

- **Lack of Impartiality or Impaired Objectivity.** When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to MHRA due to other activities, relationships, contracts, or circumstances.
- **Unequal Access to Information.** The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- **Biased Ground Rules.** During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- **Remedies.** MHRA will analyze each planned acquisition in order to identify, evaluate, and document potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

WRITTEN PROCUREMENT HISTORY

The written procurement history for the procurement planning and preparation includes the rationale for method of procurement, contract type, reasons for contractor selection or rejection, and basis for contract price. Some procurement files will also require an Independent Cost Estimate (ICE).

Methods of Procurement

MICRO-PURCHASES

Consistent with the Federal Acquisition Regulation (FAR), MHRA considers micro-purchases to be those purchases of \$10,000 or less.

1. **When Appropriate.** MHRA may acquire property and services valued at \$10,000 or less without obtaining competitive quotations. MHRA may set lower thresholds for micro-purchases in compliance with State and local law, or otherwise as it considers appropriate.
2. **Procedures.** The following procedures apply to micro-purchases:
 - a. **Competition.** MHRA should distribute micro-purchases equitably among qualified suppliers.
 - b. **Prohibited Divisions.** MHRA may not divide or reduce the size of its procurement merely to come within the micro-purchase limit.
 - c. **Documentation.** The only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how MHRA made its determination. For funded projects, FTA does not require MHRA to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.
 - d. **Davis Bacon.** These purchases are exempt from Buy America requirements Davis-Bacon prevailing wage requirements; however, will apply to construction contracts exceeding \$2,000, even though MHRA uses micro-purchase procurement procedures.
 - e. **ICE.** An ICE is not required for a micro-purchase.

SMALL PURCHASES

Consistent with the Federal Acquisition Regulation (FAR), MHRA considers small purchases to be those purchases up to \$250,000 or the federal Simplified Acquisition Threshold.

1. **When Appropriate.** Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, \$10,500) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11), currently \$250,000.
2. **Procedures.** When using small purchase procedures:
 - a. **Competition.** MHRA must obtain price or rate quotations from at least three qualified sources or vendors.
 - b. **Prohibited Divisions.** MHRA may not divide or reduce the size of its procurement to avoid the additional procurement requirements applicable to larger acquisitions.
 - c. **FTA Clauses and Certificates.** FTA clauses and certifications will apply to these procurements utilizing FTA funding based on the type of procurement and thresholds.
 - i. For procurements utilizing other funding sources, MHRA will use the appropriate clauses provided by the agency.
 - d. **ICE.** An ICE is not required for a micro-purchase.
 - e. **Procurement File.** MHRA will document all received quotes and include a price analysis amongst the bids received to determine price reasonableness.

SEALED BIDS (FORMAL ADVERTISING)

Sealed bidding, also known as an Invitation for Bid (IFB), is a generally accepted procurement method in which bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsive and responsible low bidder.

1. **When Appropriate.** IFB procurements should be used when the following circumstances are present:
 - a. **Clear, Accurate, and Complete Specifications.** IFB must have complete, adequate, precise, and realistic specification or purchase description. Such a description shall not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.
 - b. **Adequate Sources.** Two or more responsible bidders are willing and able to compete effectively for the business.
 - c. **Fixed Price Contract.** IFB generally lends itself to a firm fixed price contract. A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract
 - d. **Price Determinative.** The successful bidder can be selected on the basis of price. Apart from responsive and responsibility determinations discussed later in the procedures, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
 - e. **Discussions Unnecessary.** Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual bidders are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.
2. **Procurement Procedures.** The following procedures apply to sealed bid procurements:

- a. **Publicity.** IFBS are advertised via public notice. MHRA will be advertised in a local paper, when required. MHRA may perform the following tasks to properly advertise procurement:
 - i. Post on the MHRA website
 - ii. Advertise in an online marketing e-mail
 - iii. Post the procurement on public project listing website like CivCast
- b. **Adequate Sources.** Bids are solicited from an adequate number of known suppliers, including Disadvantaged Business Enterprises (DBEs) or minority-owned business (depending on the federal funding) listed in Texas Unified Certification Program (TUCP) and minority and small business associations for notification of the IFB.
- c. **Adequate Specifications.** The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- d. **Sufficient Time.** Bidders are allowed sufficient time to prepare bids before the date of bid opening. No IFB will be open for less than 21 days, in accordance with federal guidelines.
- e. **Pre-Bid Meeting.** MHRA may elect to hold a pre-bid meeting for any competitive procurement. The pre-bid meeting provides the opportunity to walk through the procurement and the associated requirements. The pre-bid meeting also allows for potential bidders to ask questions regarding the procurement.
- f. **Public Opening.** All bids are publicly opened at the time and place prescribed in the IFBs. Bid opening initiates the process for determining if the apparent low bidder is responsive and responsible. Bids must be received by the specific date and time and at the specific place stated in the solicitation. MHRA will date and time stamp all bids it receives to record that the bid was received prior to the deadline. MHRA will reject all bids received after the bid opening deadline and return the bids unopened to the bidders. MHRA will, at the designated time publicly open the bid(s), read the bid price(s) aloud to those persons present, and record the bidder(s) name and bid price(s).
- g. **Fixed Price Contract.** A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid.
- h. **Rejection of Bids.** Any or all bids may be rejected if bidder did not fulfill the requirements of the IFB.

COMPETITIVE PROPOSALS (REQUEST FOR PROPOSALS)

Competitive proposals or Request for Proposal (RFP) are generally accepted procurement method when the nature of the procurement does not lend itself to sealed bidding and MHRA expects that more than one source will be willing and able to submit a proposal.

1. **When Appropriate.** RFPs should be used when any of the following circumstances are present:
 - a. **Type of Specifications.** The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.
 - b. **Uncertain Number of Sources.** Uncertainty about whether more than one bid will be submitted in response to an IFB and MHRA lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.

- c. **Price Alone Not Determinative.** Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When MHRA's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.
 - d. **Discussions Expected.** Separate discussions with individual proposer(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids procedures in which discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.
2. **Procurement Procedures.** The following procedures apply to RFP procurements:
- i. **Publicity.** RFPs are advertised via public notice. MHRA will be advertised in a local paper, when required. MHRA may perform the following tasks to properly advertise procurement:
 - i. Post on the MHRA website
 - ii. Advertise in an online marketing e-mail
 - a. **Evaluation Factors.** All evaluation factors and their relative importance are specified in the solicitation with weighting or ranking in importance. Price is an important factor in selection criteria.
 - b. **Adequate Sources.** Proposals are solicited from an adequate number of qualified sources.
 - c. **Evaluation Method.** A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified proposer.
 - d. **Price and Other Factors.** An award is made to the responsible proposer whose proposal is most advantageous to MHRA's program with price and other factors considered.
 - e. **Best Value.** MHRA may award the contract to the proposer whose proposal provides the greatest value. To do so, MHRA's solicitation must inform potential proposers that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to MHRA. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. MHRA should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the MHRA's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.

TWO-STEP PROCUREMENT PROCEDURES

MHRA may use two-step procurement procedures in competitively negotiated procurements, provided the opportunity for full and open competition is retained.

1. **Review of Technical Qualifications and Approach.** The first step is a review of the prospective contractors' technical approach to MHRA's request and technical qualifications to carry out that approach. MHRA may narrow the competitive range to prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

2. **Review of Proposals Submitted by Qualified Prospective Contractors.** The second step consists of soliciting proposals (as in “competitive negotiations”), including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, MHRA should attempt to solicit proposals from at least three qualified prospective contractors. Unlike qualifications-based procurement procedures required for A&E services, and other contracts covered by 49 U.S.C. Section 5325(b), MHRA will consider all proposal prices submitted as well as other technical factors, rather than limiting reviews to the most qualified proposer.

ARCHITECTURAL ENGINEERING (A&E) SERVICES AND OTHER SERVICES

MHRA will comply with Texas Government Code Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management, Chapter 2254, Professional and Consulting Services, Subchapter A, Professional Services, to acquire A&E services and/or program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services as they directly connect to, directly relate to, or lead to construction, alteration, or repair of real property. The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used as described below. The State adopted the law before August 10, 2005, conforms to FTA’s enabling legislation at 49 U.S.C. Section 5325(b) (1), which requires the use of the qualifications-based procurement procedures contained in the “Brooks Act,” 40 U.S.C. Sections 1101 through 1104.

1. **When Appropriate.** RFQs should be used when any of the following circumstances are present:
 - a. **Publicity.** The RFQ is publicly advertised. MHRA will be advertised in a local paper, when required. MHRA may perform the following tasks to properly advertise procurement:
 - i. Post on the MHRA website
 - ii. Advertise in an online marketing e-mail
 - iii. Post the procurement on public project listing website like CivCast
 - b. **Qualifications-Based Procurement Procedures Required.** MHRA must use qualifications-based procurement procedures not only when contracting for A&E services, but also for other services listed in 49 U.S.C. Section 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for a federally funded construction project must be selected through qualifications-based procurement procedures.
 - c. **Qualifications-Based Procurement Procedures Prohibited.** Unless FTA or another agency determines otherwise in writing, MHRA may not use qualifications-based procurement procedures to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to construction may not be made through the use of qualifications-based procurement procedures.
 - i. A project involving construction does not always require that qualifications-based procurement procedures be used. Whether or not qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example, the design or fabrication of message signs, signals, movable barriers, and similar property that will become off-the-shelf items or will be fabricated and delivered as final

end products for installation in a federally assisted construction project are not services for which qualifications-based procurement procedures may be used. Nor is actual construction, alteration, or repair to real property the type of services for which qualifications-based procurement procedures may be used.

2. **Procurement Procedures.** The following procedures apply to RFQ procurements:

- a. **Qualifications.** Unlike other two-step procurement procedures in which price is an evaluation factor, a proposer's qualifications are evaluated to determine contract award.
- b. **Price.** Price is excluded as an evaluation factor.
- c. **Most Qualified.** Negotiations are first conducted with only the most qualified proposer.
- d. **Next Most Qualified.** Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified proposer. Then, if necessary, negotiations with successive proposers in descending order may be conducted until contract award can be made to the proposer whose price MHRA believes is fair and reasonable.
- e. **Audits and Indirect Costs.** As required by 49 U.S.C. Section 5325(b)(2), the following requirements apply to a third-party contract for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services:
 - i. **Performance of Audits.** The third-party contract or subcontract must be performed and audited in compliance with FAR Part 31 cost principles.
 - ii. **Indirect Cost Rates.** MHRA and the third-party contractor, its subcontractors and subrecipients, if any, must accept FAR indirect cost rates for the one-year applicable accounting periods established by a cognizant Federal or State government agency if those rates are not currently under dispute.
 - iii. **Application of Rates.** After a firm's indirect cost rates established as described in subparagraph 5.b. above are accepted, those rates will apply for purposes of contract estimation, negotiation, administration, reporting, and payments, not limited by administrative or de facto ceilings.
 - iv. **Pre-notification; Confidentiality of Data.** Before requesting or using cost or rate data described in subparagraph 5.c. above, MHRA must notify the affected firm(s). That data must be kept confidential and may not be accessible by or provided by the agency or group of agencies that share cost data under this subparagraph, except by written permission of the audited firm. If prohibited by law, that cost and rate data may not be disclosed under any circumstances. MHRA is aware that the Texas Public Information Act may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using a firm's cost or rate data, MHRA will notify the affected firm and attempt to obtain permission to provide that data in response to a valid request under applicable State law. The confidentiality requirements of 49 U.S.C. 5325(b)(2)(D) cannot be waived, even if those confidentiality requirements conflict with State law or regulations.

DESIGN-BID-BUILD

The design-bid-build procurement method requires separate contracts for design services and for construction.

1. **Design Services.** For design services, MHRA must use qualifications-based procurement (RFQ) procedures, in compliance with applicable Federal, State and local law and regulations.

2. **Construction.** Because MHRA may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, MHRA generally must use competitive procedures (IFB or RFP) for the construction, as appropriate.

DESIGN-BUILD

The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d)(2). State law applicable to special districts prohibits MHRA from utilizing design-build contract arrangements as state law for districts requires that qualifications-based selection processes govern all professional services procurements.

1. **Procurement Method Determined by Value.** First, MHRA must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. Because both design and construction are included in a single procurement, MHRA must use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method.
 - a. **Construction Predominant.** The construction costs of a design-build project are usually predominant so that MHRA would be expected to use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based "Brooks Act" procurement procedures. Specifically, when construction costs will be predominant, unless FTA or another agency determines otherwise in writing, MHRA may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.
 - b. **Design Services Predominant.** In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, MHRA must use qualifications-based procurement procedures based on the "Brooks Act," 40 U.S.C. Sections 1101 through 1104.
2. **Selection Processes.** MHRA may structure its design-build procurement using one or more steps as described below:
 - a. **One-Step Method.** MHRA may undertake its design-build procurement in a single step.
 - b. **Two-Step Method.** Another procurement method MHRA may use for large design-build projects is a two-step selection process as authorized for Federal Government use by 41 U.S.C. Section 253m. This method consists of:
 - i. **Review of Technical Qualifications and Approach.** The first step is a review of the prospective contractors' technical qualifications and technical approach to the project. MHRA may then narrow the competitive range to those prospective contractors with satisfactory qualifications that demonstrate a technically satisfactory approach.
 - ii. **Review of Complete Proposals.** The second step consists of soliciting and reviewing complete proposals, including price, submitted by prospective contractors first determined to be qualified.

- iii. By using this two-step method, it will not be necessary for MHRA to undertake extensive proposal reviews, nor will prospective bidders or proposers need to engage in expensive proposal drafting. This two-step selection procedure is separate and distinct from prequalification and is but one procurement method available to MHRA.

OTHER THAN FULL AND OPEN COMPETITION

Normally, MHRA must provide for full and open competition when soliciting bids or proposals; however, under certain circumstances, MHRA may conduct procurements without providing for full and open competition. MHRA shall confer with legal counsel before proceeding with other than full and open competition when soliciting bids or proposals to ensure that federal and state laws are observed.

1. **When Appropriate.** MHRA may use noncompetitive proposals only when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:
 - a. **Adequate Competition.** After soliciting several sources, MHRA must review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After MHRA determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, MHRA may determine the competition adequate. A cost analysis must be performed in lieu of a price analysis when this situation occurs.
 - b. **Sole Source.** When MHRA requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, MHRA may make a sole source award. When MHRA requires an existing contractor to make a change to its contract that is beyond the scope of that contract, MHRA has made a sole source award that must be justified. The following is a list of justifications for a sole source award:
 - i. *Unique Capability or Availability.* The property or services are available from one source if one of the conditions described below is present:
 1. *Unique or Innovative Concept.* The bidder or proposer demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted and is available to MHRA only from one source and has not in the past been available to MHRA from another source.
 2. *Patents or Restricted Data Rights.* Patent or data rights restrictions preclude competition.
 - ii. *Substantial Duplication Costs.* In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - iii. *Unacceptable Delay.* In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling MHRA's needs.

- iv. *Single Bid or Single Proposal.* Upon receiving a single bid or single proposal in response to a solicitation, MHRA should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - v. *Adequate Competition.* Competition is adequate when the reasons for few responses were caused by conditions beyond MHRA's control. Many unrelated factors beyond MHRA's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, competition requirements will be considered to be fulfilled, and the procurement will qualify as a valid competitive award.
 - vi. *Inadequate Competition.* Competition is inadequate when caused by conditions within MHRA's control. For example, if the specifications used were within the MHRA's control and those specifications were unduly restrictive, competition will be inadequate.
 - c. *Unusual and Compelling Urgency.* When MHRA has such an unusual and urgent need for the property or services, MHRA would be seriously injured unless it were permitted to limit the solicitation. MHRA may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.
 - d. *Authorized by Federal Agency.* The Common Grant Rules provides Federal agencies authority to permit MHRA to use noncompetitive proposals.
2. **When Prohibited.** Less than full and open competition is not justified based on:
- a. **Failure to Plan.** MHRA's lack of advance planning, or
 - b. **Limited Availability of Federal Assistance.** Concerns about the amount of Federal assistance available to support the procurement (for example, expiration of Federal assistance previously available for award).
3. **Procurement Procedures.** When less than full and open competition is available to MHRA, the following
- a. **Potential Sources.** MHRA must solicit offers from as many potential sources as is practicable under the circumstances.
 - b. **Sole Source Justification.** If MHRA decides to solicit an offer from only one source, MHRA must justify its decision adequately in light of the standards in writing.
 - c. **Cost Analysis.** MHRA must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.
 - d. **Pre-award Review.** MHRA must submit the proposed procurement to the federal agency for pre-award review if the agency so requests.

PIGGYBACKING

MHRA may assign contractual rights to purchase goods and services to other grantees if the original contract contains appropriate assignability provisions. MHRA's contractual rights (commonly known as 'piggybacking') may be exercised after first determining the contract price remains fair and reasonable.

GOVERNMENT PRICING SCHEDULES/ COOPERATIVE PURCHASING

MHRA is encouraged to utilize available state and local intergovernmental agreements for procurement or co-operative purchasing. When obtaining goods or services in this manner, MHRA must ensure all

federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the purchasing document.

Contract Type

TYPICAL CONTRACT TYPES.

Contract types may include, but are not limited to, the following:

1. **Firm Fixed Price.** A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.
2. **Cost Reimbursement.** A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if MHRA believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

PROHIBITED OR RESTRICTED CONTRACT TYPES.

The following contract types are restricted or prohibited:

1. **Cost Plus a Percentage of Cost—Prohibited.** The Common Grant Rules expressly prohibits the use of the cost plus a percentage of cost method of contracting.
2. **Percentage of Construction Cost—Prohibited.** The Common Grant Rules expressly prohibits the use of the percentage of construction cost method of contracting.
3. **Time and Materials—Restricted.** MHRA is permitted the use of time and material contracts only:
 - a. *When to Use.* After determining that no other contract type is suitable; and
 - b. *Firm Ceiling Price.* If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

Contractor Selection

Before MHRA will consider selection of a bidder or proposer for contract award, MHRA will determine if the bidders or proposers are responsive and responsible. To designate a potential contractor "responsive", MHRA will state the documents to be submitted by the bidders or proposers and include a deadline for submission in the solicitation. The bidder or proposer will be considered responsive if they submit the bid, proposal or qualifications by the deadline and in accordance with the solicitation instructions.

To designate a prospective contractor "responsible", as required by 49 U.S.C. Section 5325, MHRA, at a minimum, will require the successful bidder or proposer to satisfy the following criteria, as well as being capable of successfully performing under the terms and conditions of the proposed contract and being qualified and eligible to receive the contract award under applicable laws and regulations:

1. **Integrity and Ethics.** Have a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),
2. **Debarment and Suspension.** Be neither debarred nor suspended from Federal programs under DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4 or the State of Texas Debarment and Suspension List,

3. **Affirmative Action and DBE.** Be in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements,
4. **Public Policy.** Be in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B),
5. **Administrative and Technical Capacity.** Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),
6. **Licensing and Taxes.** Be in compliance with applicable licensing and tax laws and regulations,
7. **Financial Resources.** Have, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),
8. **Production Capability.** Have, or can obtain, the necessary production, construction, and technical equipment and facilities,
9. **Timeliness.** Be able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and
10. **Performance Record.** Be able to provide:
 - a. Current Performance. A satisfactory current performance record, and
 - b. **Past Performance.** A satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - i. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - ii. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in MHRA's solicitation, and
 - iii. Past Deficiencies Not the Fault of the bidder or proposer. A prospective bidder or proposer that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless MHRA determines that the circumstances were properly beyond the bidder or proposer's control, or unless the bidder or proposer has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. MHRA must consider the number of the bidder or proposer's contracts involved and the extent of deficient performance in each contract when making this determination.

For sealed bids, MHRA will select the lowest bidder, who is deemed responsive and responsible, for contract award.

For competitive proposals, MHRA will state the evaluation criteria used to review the proposer's proposal in the solicitation. At a minimum, the criteria will include experience, qualifications, and quality of the proposer's services; the total long-term cost to MHRA to acquire the proposer's services; reputation of proposer; and any relevant criteria specifically listed in the RFP. If MHRA desires to use best value, then MHRA must state it with the evaluation criteria. MHRA will list the evaluation criteria in order of importance from high to low in the solicitation. All responsive and responsible proposers will be evaluated against the criteria and MHRA will select proposer with the highest evaluation for contract award.

MHRA will state the use of the state qualifications-based selection process and list the required qualifications in all federal-assisted qualifications based procurements, which are restricted to procuring A&E services and/or program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services as they directly connect to, directly relate to, or lead to construction, alteration, or repair of real property. MHRA will state the use of the state qualifications-based selection process and list the required qualifications in all federal-assisted professional architectural, engineering, and design services as they directly connect to, directly relate to, or lead to construction, alteration, or repair of real property.

Cost or Price Estimate

MHRA must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis depends on the facts and circumstances of the procurement, but as a starting point, MHRA must make independent estimates before receiving bids or proposals. MHRA may utilize a price analysis when adequate competition is available. For sole sources and A/E contract negotiations, a cost analysis must be conducted due to the lack of competition.

Independent Cost Estimate

MHRA prepares an independent cost estimate (ICE) for each procurement, using one of the following sources: published price list (e.g. catalogs), past pricing, engineering or technical estimate, open marketplace commercial item listing, current published standards (e.g. labor rate, cost per unit), or other justified methods.

DEVELOPMENT OF THE SOLICITATION

The written procurement history and independent cost estimate form the basis for MHRA to develop the solicitation. Each solicitation is different due to the rationale in the written procurement history. Based on the method of procurement, the solicitation can be an IFB, RFP, RFQ, Sole Source Procurement, or a Small or Micro Purchase. Several elements need to be in every solicitation, including background, submittal instructions, scope of work with technical specifications (if applicable), inspection and acceptance, invoicing and payment, and applicable laws and regulations including federally required contract clauses, requirements for DBE participation, indemnification clauses, and the protest procedure, which is not applicable to sole source procurements.

Background

MHRA will provide information to the bidders or proposers about the purpose of the procurement. The Background also includes information on insurance policies, if needed, the procurement official contact information, and any other unique Background information.

Submittal Instructions

Submittal Instructions include a detailed list about what Bidders or Proposers should submit in response to the solicitation. For RFQs or RFPs, MHRA should list the factors for evaluation in order of importance. Other factors included in the instructions include written protest procedures and bonding requirements, if required.

Scope of Work

All solicitations shall have clear, accurate, and complete specifications of the requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be acquired. Whenever practical, MHRA will describe its requirements in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards.

The written scope statement identifies both the project deliverables and project objectives. It provides a basis for confirming or developing a common understanding of the project among the stakeholders. The scope of work should be written by the project manager, who has a clear understanding of the goals of the procurement. The written scope should include all of the following information: project justification, project deliverables, project objectives, supporting detail, and the associated management plan.

Restrictive product specifications will be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used as a means to define the performance; however, when this method is used, the specification must set forth the salient characteristics that the product must meet, and vendors will be allowed to offer “or equal” products meeting the salient characteristics.

Inspection, Acceptance, Invoicing and Payment

INVOICE AND REPORTING

MHRA will review reporting provided by the contractor, as appropriate, and monthly service invoices to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts, are complying with Federal regulations, and the Federally Required Contract Clauses that are part of the contract.

PROMPT PAYMENT

MHRA should include the following statement about prompt payment in each solicitation:

The State of Texas Prompt Payment Act, Texas Government Code Chapter 2251, requires that for any contract executed, a state agency's payment is due by the 30th calendar day after the latest of the following:

- The day the agency received the goods;
- The day the services were completed by the vendor for the agency; or
- The day the agency received the invoice for the goods or services.

Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than the 10th day after the Contractor's receipt of payment for that work from MHRA. In addition, Contractor is required to return any retainage payments to those subcontractors no later than the 10th day after incremental acceptance of the subcontractor's work by MHRA and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

ACCEPTANCE

Regarding delivery, MHRA will inspect the goods and services performed in accordance with the terms, conditions, and specifications of their contract. Once the inspection has been completed and the contractor has met the terms and conditions of their contract, MHRA will accept the goods or services.

CONTRACT PERIOD OF PERFORMANCE

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. MHRA should also consider competition, pricing, fairness, and public perception. MHRA's procurement files should document the rationale for determining the performance period designated for each contract. The only procurements with contract period restrictions are rolling Stock procurements, which are limited to five (5). Once MHRA awards the third-party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

Applicable Laws and Regulations

MHRA will list all applicable laws and regulations that govern the procurement, including any Federal or State statutes. Other laws include award to responsible contractors, value engineering, liquidated damages, federal contract clauses, DBE policy, veteran's preference, and indemnification clauses.

AWARD TO RESPONSIBLE CONTRACTORS

Proposals will be solicited from an adequate number of qualified sources. MHRA shall make award only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered.

VALUE ENGINEERING

MHRA will use value engineering clauses for construction and other capital projects of sufficient size to offer reasonable opportunity for increased efficiency. The process may include consideration of life-cycle costing, and intangible or indirect benefits such as sustainability.

LIQUIDATED DAMAGES

MHRA may use liquidated damages if it may reasonably expect to suffer damages through delayed contract completion and the extent or amount of such damages would be difficult or impossible to determine. In order to obtain liquidated damages, MHRA must suffer an actual loss. The number and amount of liquidated damages must be reasonable in light of the loss suffered. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the solicitation and contract documents. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

FEDERALLY REQUIRED CONTRACT CLAUSES

In addition to ensuring adequate and open competition for federally funded purchases of goods or services, FTA funded contracts will include all applicable federal contract clauses including but not limited to:

- No Federal government obligations to third parties by use of a disclaimer

- Program fraud and false or fraudulent statements and related acts
- Access to Records
- Federal changes
- Civil Rights (EEO, Title VI & ADA)
- Incorporation of FTA Terms
- Energy Conservation
- Termination Provisions (not required of states)
- Debarment and Suspension
- Buy America
- Provisions for resolution of disputes, breaches, or other litigation
- Lobbying
- Clean Air
- Clean Water
- Cargo Preference
- Fly America
- Davis Bacon Act and Copeland Anti-Kickback Act
- Contract Work Hours & Safety Standards Act
- Bonding
- Seismic Safety
- Public Transportation Employee Protective Arrangements
- Charter Service Operations
- School Bus Operations
- Drug and Alcohol Testing
- Patent and Rights in Data
- Special DOL EEO clause for construction projects
- Disadvantaged Business Enterprises (DBEs)
- Recycled Products (Solid Wastes)
- ADA Access
- Veterans Preference
- Motor Carrier Safety
- Safe Operation of Motor Vehicles
- Protection of Sensitive and Personally Identifiable Information
- Trafficking in Persons
- Tax Liability and Recent Felony Convictions
- Construction Site Safety
- Domestic Preferences for Procurements
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Bus Testing
- Pre-Award and Post- Delivery Audit Requirements
- FTA Clauses Required when DBE threshold has been met
- Representation Regarding Certain Telecommunication and Video Surveillance Services or Equipment

DISADVANTAGED BUSINESS ENTERPRISE POLICY

It is the policy of MHRA, pursuant to the provisions of Federal and State laws and regulations, as implemented by directives of the Board, to promote the utilization of DBE firms to the maximum extent

feasible in all aspects of MHRA's third-party procurement and contracting processes. In furtherance of the DBE policy, MHRA requires that all solicitations be forwarded to the Office of Civil Rights for the establishment of DBE goals, if appropriate, prior to advertising the solicitation.

FHWA CONTRACT CLAUSES

For FHWA-funded construction projects, MHRA will utilize clauses provided by the state or federal funding agency. The provisions of Form FHWA-1273 generally apply to all Federal-aided construction projects, and must be physically incorporated into the construction contract, subcontracts and lower-tier subcontracts.

APPENDIX II TO PART 200

MHRA will include Appendix II to 2 CFR Part 200 in all federally funded procurements and contracts. The contract clauses can be found at the following link - <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

VETERAN'S PREFERENCE

MHRA shall ensure that contractors working on a capital project funded using federal assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of Title 5) who have the requisite skills and abilities to perform the construction work required under the contract. No requirement exists that would give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

INDEMNIFICATION CLAUSE

MHRA will use an indemnification clause as part of all procurements.

METRIC USAGE

MHRA accepts, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement as required by the Metric Conversion Act (15 U.S.C. Sections 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations).

ENVIRONMENTAL AND ENERGY EFFICIENCY PREFERENCES

MHRA will choose products and services that conserve natural resources, protect the environment, and are energy efficient, as much as practically and economically feasible. MHRA will follow the environmental review process as required by the National Environmental Policy Act (NEPA) with projects constituting a major Federal action. MHRA will follow other protections including:

- Clean Air
- Clean Water
- Recycled Products
- Environmental Mitigation

WRITTEN PROTEST PROCEDURES

MHRA will use the following procedure in all solicitations:

Any interested party who is aggrieved in connection with the solicitation, evaluation, or award of an Agreement may file a protest with the President, herein after, President, and appeal any

adverse decision to the Board Chair, herein after Chair. Such protest must be in writing and submitted to the President as follows:

Pre-Bid / Pre-Proposal Protests: Protests pertaining to the terms, conditions or proposed form of procurement must be received by the President within five (5) business days prior to the date established for the opening of bids or receipt of responses. Untimely, or late protests, will not be considered, unless the President concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system. Submit all protests to 1980 Post Oak Blvd., Suite 1380 Houston, TX 77056.

Post-Award Protests: Protests concerning award decisions, including bid evaluations, must be received by the President within five (5) business days after award has been made and recognized by the Board. Untimely, or late protests, will not be considered, unless the President concludes that the issue(s) raised by the protest involves fraud, gross abuse of the procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement system.

All formal protests shall be signed, notarized and reference the following:

- Name, address and telephone number of the interested party;
- Solicitation number and title;
- Specific statutory or regulatory provision(s) that the action under protest is alleged to have violated;
- Specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- Precise statement of facts.
- Identification of the issue(s) to be resolved.
- Argument and authorities in support of the protest.

The President shall have the authority, prior to any appeal to the Chair, to settle any dispute and resolve the protest. The President may solicit written responses regarding the protest from other interested parties. If the protest is not resolved by mutual agreement, the President will issue a written determination on the protest.

If the President determines that no violation of rules or statutes has occurred, he shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination.

If the President determines that a violation of the rules or statutes has occurred and an Agreement has not yet been awarded, he shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

If the President determines that a violation of the rules or statutes has occurred and an Agreement has been awarded, he shall so inform the protesting party, and at his discretion, other interested parties by letter which sets forth the reasons for the determination, which may include ordering of the Agreement void.

If the protest is not resolved by mutual agreement, the President will issue a written determination on the protest.

Appeals: The President's determination on a protest may be appealed to the Chair. An appeal to the Chair must be received no later than ten (10) business days after the date of the written determination issued by the President and be addressed as stated above of this procedure except, Attn: Executive Chair, and sent via certified mail. The appeal shall be limited to a review of the determination made by the President.

The Board Chair for MHRA will review the protest, the President's determination, any responses from interested parties, and the appeal, and prepare a written response to the protesting party.

The Chair's response shall be the final administrative action taken by MHRA.

Any protest submitted must follow these procedures or it will be returned without action.

BONDING

MHRA will use bonding for all construction contracts that exceed the simplified acquisition threshold (currently \$250,000) and as otherwise required by state law. MHRA requires bidders and/or construction contractors to obtain the following bonds in the amounts shown:

1. **Bid Guarantee.** Five (5) percent of the bid price for contracts over \$250,000. At least two (2) percent of the bid price for contracts over \$50,000. Bid guarantee must be in the form of a certified or cashier's check on a responsible bank in the state, or a bid bond issued by a surety legally authorized to do business in the state. For contracts over \$250,000, MHRA may not refuse to accept a bid bond as the bid guarantee.
2. **Performance Bond.** 100 percent of the contract price for all contracts over \$100,000.
3. **Payment Bond.** FTA has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:
 - 1) Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million,
 - 2) More Than \$1 Million but Less Than \$5 Million. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
 - 3) More Than \$5 Million. Two and one half million dollars if the contract price is more than \$5 million.
 - 4) **Note:** State law, however, requires a payment bond equal to 100 percent of the contract price for all contracts over \$25,000.
4. **Maintenance Bond.** To be determined on a procurement-by-procurement basis.

Prohibitions

MHRA will not unduly restrict competition including any of the following restrictions:

GEOGRAPHIC PREFERENCES

MHRA shall conduct procurements in a manner that prohibits the use of statutory or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those

cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws, however, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. Geographic preference may also be used in the instance of a major disaster or emergency relief.

BRAND NAME RESTRICTIONS

If MHRA must use a brand name in specifications, bidders will be allowed to substitute an equal product with a different brand name. MHRA reserves the right to determine whether a particular brand or model is equal to the one specified. If a bidder uses a brand name and MHRA allows equal brands, the bidder must specify the salient characteristics of the specified brand that will be among the criteria used in determining whether a suggested substitute is equal to the specified brand or not.

EXCESSIVE QUALIFICATIONS

MHRA will not impose unreasonable business requirements for bidders or proposers.

UNNECESSARY EXPERIENCE

MHRA will not impose unnecessary experience requirements for bidders or proposers.

EXCESSIVE BONDING

MHRA will not use unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by DBEs. All bonding requirements are to be reasonable and not excessive.

ARBITRARY ACTION

MHRA will not take any arbitrary action in the procurement process.

RELEASING THE PROCUREMENT

MHRA will follow the guidance below when releasing procurements.

SYSTEM FOR ENSURING MOST EFFICIENT AND ECONOMIC PURCHASE

For all administrative and/or bulk supplies, all departments will fill out a purchase request instead of developing a separate procurement. MHRA will combine all administrative and/or bulk purchase requests to ensure the most efficient and economic purchase of these items.

ADEQUATE SOURCES AND SOLICITATION

MHRA will require that bids and proposals are solicited from an adequate number of known suppliers. MHRA will also write the Invitation for Bids, Request for Proposals and Request for Qualifications, including any specifications and pertinent attachments, that describe the materials, products or services sought in sufficient detail that a prospective bidder or proposer will be able to submit properly.

Pre-Qualifications

MHRA may prequalify people, firms, and property for procurement purposes, but are limited to the following standards:

- **Lists.** MHRA ensures that all prequalification lists it uses are current.

- **Sources.** MHRA ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition.
- **Qualification Periods.** MHRA permits potential bidders or proposers to qualify during the solicitation period (from the issuance of the solicitation to its closing date). MHRA does not need to hold a particular solicitation open to accommodate a potential supplier that submits property for approval before or during that solicitation nor do they need to expedite or shorten prequalification evaluations of bidders, proposers, or property presented for review during the solicitation period.

Note: Prequalification should not be confused with reviews of technical qualifications that are an essential process in two-step procurements and qualifications-based procurements.

Bidders List

MHRA will maintain an active Bidders or Proposers List consisting of vendors, contractors, and service providers, which are classified according to the commodity or service each can provide. IFBs and RFPs are usually sent to those firms listed under the commodity or service being requested. MHRA may also choose to use other sources such as the TUCP to obtain names of DBE firms who may be capable of supplying the commodity or service.

Public Notice

MHRA will publicly advertise procurements by posting opportunities on their website and notifying any Bidder's lists that are maintained as a minimum. MHRA may perform the following tasks to provide publication of the procurement:

- Advertise in a local paper
- Advertise in an online marketing e-mail
- Notifying listed DBEs and minority and small business associations of the procurement release
- Post the procurement on public project listing website like CivCast

PRE-AWARD ACTIVITIES

Pre-Bid and Pre-Proposal Conferences

MHRA may hold a pre-bid or pre-proposal conference for any competitive procurement. Pre-bid and pre-proposal conferences are generally used in complex acquisitions as a means of briefing prospective bidders or proposers and explain complicated specifications and requirement as early as possible after the solicitation has been issued and before bids or proposals are due. This conference is an open forum for potential respondents to address ambiguities in the solicitation documents that may require clarification. Notice of the conference is included in the solicitation at the time of issuance. MHRA will develop an agenda for the conference and arrange to have the appropriate staff members or consultants at the conference who can respond knowledgeably to questions. MHRA will record all questions received at the conference and provide them along with the answers as part of an addendum to the solicitation. MHRA will send out notification of the availability of the addendum to the entire bidder's list, as well as any other companies that have expressed interest in the solicitation.

Addenda

If MHRA notices a mistake or clarification is needed for a solicitation, MHRA may release an addendum. The solicitation will have an Acknowledgement of Addenda form that the bidders or proposers need to

sign, as well as sign each individual addendum form. The addendum form typically includes the following elements:

- The solicitation number of the original solicitation;
- The amendment number;
- The contact person and phone number for further information;
- Indication whether or not the time and date specified in the original solicitation is changed as a result of the amendment;
- Information about the need for the amendment and how to acknowledge receipt;
- Specific information about the changes; and
- Signature of the appropriate procurement official, most frequently the contracting officer.

Addenda are sent to every firm that has been furnished the original solicitation.

Sufficient Time

MHRA will allow bidders and proposers sufficient time to prepare bids, proposals, and qualifications before the date of bid opening or deadlines.

Bid Opening (IFB only)

Bid opening initiates the process for determining if the apparent low bidder is responsive and responsible. Bids must be received by the specific date and time and at the specific place stated in the solicitation. MHRA will date and time stamp all bids it receives to record that the bid was received prior to the deadline. MHRA may verify that no other department has received any bids by accident before the time due. MHRA will reject all bids received after the bid opening deadline and return the bids unopened to the bidders.

MHRA may announce to all in attendance that the time set for receipt of bids has arrived and that no further bids will be received. Bid opening is a public event and is open to the general public. MHRA will, at the designated time publicly open the bid(s), read the bid price(s) aloud to those persons present, and record the bidder(s) name and bid price(s) on the Abstract of Bids. MHRA will make the Abstract of Bids available to the public after bid opening.

Proposal Due Date (RFPs and RFQs)

Unlike a bid opening, RFPs or RFQs do not require a public opening and reading. Proposals or statements of interest and qualifications will be due on a specific date and at a specific time and location. MHRA will reject all late proposals or statements of qualifications received after the specified date and time and return the proposals or statements of qualifications unopened to the proposer.

EVALUATIONS

Responsive and Responsible

MHRA will only make awards to responsive offers from responsible bidders or proposers. A responsive bid, proposal, or statement of qualification is one that complies with all material requirements of the solicitation. A responsible bidder or proposer is one possessing the technical, physical, financial and ethical capacity to successfully perform a specific contract. MHRA maintains the right to waive minor informalities for immaterial parts of the bid, proposal, or statement of qualifications that correspond to responsiveness; however, MHRA will not waive informalities for the Buy America federal certification. Mistakes on the Buy America certification will cause the bid or proposal to be rejected.

MHRA shall ensure that none of its federally assisted contracts for goods or services involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. This will be verified via a debarment check on the System for Award Management (SAM).

Invitation for Bid

For Bid Evaluations, MHRA will perform the responsive and responsible evaluation for the apparent low bidder, not every bid. MHRA will require responsiveness, i.e. compliance in all material respects with the IFB. Examples of bids typically considered nonresponsive include:

- The bid fails to conform to critical material requirements;
- The bid does not conform to applicable specifications (unless the invitation allowed alternates);
- The bid fails to conform to delivery schedule or permissible alternates;
- The bid imposes conditions that would modify the requirements of the IFB or limit the bidder's liability to the entity;
- There is a condition of the bid which affects the substance of the bid (i.e., affects price, quantity, quality, or delivery of the items offered);
- The bid contains prices for line items that are materially unbalanced, i.e., figures in the bid conflict with the total bid price;
- The bidder fails to furnish a bid guarantee in accordance with the requirements of the IFB; or
- The bidder fails to submit a correctly completed Buy America Certification.

If a bid meets these requirements and is deemed responsive and responsible, then MHRA will accept the low bidder. If the low bidder fails to meet the strict responsiveness standards or is deemed to not be responsive or responsible, MHRA will reject the lowest bidder and begin this process with the next apparent low bidder until a responsive and responsible bidder is identified. If all bids fail to meet these standards, MHRA will reject all bids and re-bid the procurement.

Request for Proposals and Qualifications

SELECTION COMMITTEE OR EVALUATION TEAM

A Selection Committee or Evaluation Team ("Committee") will be established for each procurement. The Committee should have existing knowledge of the objectives, subject matter or specifications for the procurement. The Committee will make all decisions regarding evaluations, determination of responsible proposers and the competitive range, negotiations and the selection of the proposer, if any, that may be awarded the contract.

EVALUATION

All proposals and statements of qualifications will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the selection committee, evaluation team or other procurement officials, employees and agents that have a legitimate interest will be provided access to the proposals or statements of qualifications and evaluation results during this period.

Proposals and statements of qualifications will be analyzed for conformance with the instructions and requirements of the RFP or RFQ and contract documents. Proposals and statements of qualifications that do not comply with these instructions and do not include the required information may be rejected as insufficient or not be considered in the competitive range. MHRA reserves the right to request a proposer

to provide any missing information and to make corrections. Proposers are advised that the detailed evaluation forms and procedures will follow the same format and organization specified in the Instructions in the solicitation.

For Proposal Evaluations, the Committee will perform the responsive and responsible evaluation for every proposal or statement of qualifications at the beginning of the evaluation process.

The Committee will carry out and document its evaluations. Any extreme proposal or statement of qualifications deficiencies which may render a proposal or statement of qualifications unacceptable will be documented. The Committee will make specific note of questions, issues, concerns and areas requiring clarification by proposers and to be discussed in any meetings with proposers which the Committee finds to be within the competitive range.

Rankings and spreads of the proposals or statements of qualifications against the evaluation criteria will be made by the Committee as a means of judging the overall relative spread between the proposals or statements of qualifications and of determining which proposals or statements of qualifications are within the competitive range or may be reasonable made to be within the competitive range. For Request for Proposal, price may be a criterion in the evaluation. For Request for Qualification, price will not be considered a criterion, and pricing will not be submitted during the submittal process.

PROPOSALS OR STATEMENTS OF QUALIFICATIONS NOT WITHIN THE COMPETITIVE RANGE

Proposers of any proposals or statements of qualifications that have been determined by the Committee as not in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing, including the shortcomings of their proposals or statements of qualifications.

DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE

Proposers whose proposals or statements of qualifications are found by the Committee to be within the competitive range or may be reasonably made to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such proposer may be invited for a private interview(s) and discussions with the Committee to discuss answers to written or oral questions, clarifications, and any facet of its proposal or statement of qualifications.

In the event that a proposal or statement of qualifications, which has been included in the competitive range, contains conditions, exceptions, reservations or understandings to any Contract requirements as provided in "Form for Proposal Deviation", said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, the Committee shall have the right to reject any and all such conditions and/or exceptions and instruct the proposer to amend its proposal or statement of qualifications and remove said conditions and/or exceptions; and any proposer failing to do so may cause the Committee to find such proposal to be outside the competitive range.

No information, financial or otherwise, will be provided to any proposer about any of the proposals or statement of qualifications from other proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other proposers.

BEST AND FINAL OFFERS (BAFO)

After all interviews have been completed for an RFP, each of the proposers in the competitive range will be afforded the opportunity to amend its proposal or statement of qualifications and make its BAFO, if desired. Any modifications to the initial proposals made by a proposer in its BAFO shall be identified in its BAFO. BAFOs will be evaluated by the Committee according to the same requirements and criteria as the initial proposals or statements of qualifications. The Committee will make appropriate adjustments to the initial scores for any criteria which have been affected by any proposal modifications made by the BAFOs. These final scores and rankings within each criterion will again be arrayed by the Committee and considered according to the relative degrees of importance of the criteria.

RECORDS

The Contracting Officer will ensure that a copy of all proposals and related documentation is kept in the official contract file, which is to be retained for five (5) years following the contract close out.

OPTIONS

An option is a unilateral right in a contract by which, for a specified time, MHRA may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. The use of options must be limited to quantities of goods or services that are reasonably anticipated to be required by MHRA during the term of the contract; options may not be included solely with the intent of assigning them to another entity in the future; however, contracts may include a provision allowing assignment to other agencies in the event of a change in MHRA's anticipated requirements, in accordance with federal regulations and guidance.

The option quantities or periods must be defined in the solicitation; contained in the bid or proposal upon which a contract is awarded; and evaluated as part of the initial award process; i.e., the options must be evaluated in combination with bid prices for the base quantity to determine the low bidder. When an option has not been evaluated to determine the low bidder for award of the contract, exercise of the option will be considered a sole source procurement and must be justified as such.

The exercise of an option must be in accordance with the terms and conditions of the option as stated in the initial contract, and an option may not be exercised unless it is determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised, cost and other factors considered.

If sequential options (e.g., a series of one-year extensions) exist, the failure to timely and properly exercise any option will void all subsequent options.

Qualifications Evaluations

For Request for Qualifications, evaluations will be similar to the proposal evaluation except price will not be a factor. Proposers do not submit pricing, in accordance with the Brooks Act, and are evaluated based on the qualifications of the firm.

SELECTION AND PRICE NEGOTIATIONS

In procuring architectural, engineering, or land surveying services, MHRA shall select the most highly qualified proposer of those services on the basis of demonstrated competence and qualifications and attempt to negotiate with that proposer a contract at fair and reasonable response. If a satisfactory contract cannot be negotiated with the most highly qualified firm, MHRA shall formally end negotiations

with that proposer. MHRA will then select the next most highly qualified proposer and attempt to negotiate a contract with the proposer until a contract is entered into.

Contract Cost and Price Analysis

In all FTA-funded procurements, a price or cost analysis shall be used to determine the reasonableness of the bid price. As defined by the FTA:

- “Price analysis” is the process of examining and evaluating a prospective price without evaluation of the separate cost elements or proposed profit of the prospective supplier.
- “Cost analysis” is the review and analysis of a contractor's cost or pricing data and of the factors applied in projection from the data to the estimated costs in order to form an opinion on the degree to which the contractor's proposed costs represent the cost of performance of the contract, assuming reasonable economy and efficiency.

PRICE ANALYSIS

When competition is sufficient, a Price Analysis will be conducted. A price analysis may be accomplished through the comparison of the proposed prices along with the ICE without evaluating its separate direct cost, overhead cost and profit. MHRA may also review catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services. MHRA will document the price analysis and method of evaluating in the Written Procurement History.

COST ANALYSIS

MHRA must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. MHRA must obtain a cost analysis when the bidder submits elements (i.e. labor hours, overhead, materials, etc.) of the proposed cost for procurements such as professional consulting and A&E contracts, etc. MHRA is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. MHRA, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

1. Profit is to be negotiated as a separate element of the price for each contract in which there is no price competition and, in all cases, where a cost analysis is obtained. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates for similar work in the surrounding geographical area.
2. Costs or prices based on estimated costs for contracts will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles contained in Part 31 of the Federal Acquisition Regulations.
3. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

CONTRACT

AWARD

Once a bidder or proposer has been selected, MHRA will send out a notice of award to all bidders or proposers. If requested, MHRA will debrief any unsuccessful bidders or proposers.

ADEQUATE THIRD-PARTY CONTRACT PROVISIONS

MHRA should include provisions in the contract as identified in the “Applicable Laws and Regulations” in this document as well as payment policies, contract amount, insurance, audit, access to records and reports, retention of records, changes and amendments, termination, non-discrimination and equal opportunity, Disadvantaged Business Enterprises policies, conflict of interest, lobbying, and disputes.

CONTRACT ADMINISTRATION SYSTEM

Contract administration is the post-award administration of the contract to ensure compliance with the terms of the contract by both the contractor and MHRA. It is the responsibility of MHRA to establish and maintain a system for administering and providing oversight.

File Documentation

The documentation contained in the contract file will be maintained by the Project Manager. The file documentation reflects the post-award actions taken by the contracting parties in accordance with the requirements of the contract and documents the decisions made, and the rationale therefore, of matters which may result (or have resulted) in controversy or dispute.

Different District departments will be involved in any particular procurement (maintenance, quality assurance, engineering, inspection, finance, DBE, legal, etc.) and each individual may have their own files relating to the contract, reflecting their involvement with the administration of the contract, but it is important for the procurement office to maintain the "official" contract file. The "official" file would include all official correspondence relating to the administration of the contract so as to verify the contractor's adherence to the terms of the contract and demonstrate that MHRA is following good administrative practice and sound business judgment in settling all contractual and administrative issues arising during contract performance.

Any contract involving the expenditure of public funds will be subject to review/audit during and after performance to ensure that, at the very broadest level, MHRA and the Government got what it paid for. This concept means that at the contract administration level, the contract file (standing alone and without need of interpretation or augmentation of the contract administrator or other staff element) must demonstrate that the Contracting Officer and the contractor have complied with the terms of the contract (i.e., bonds have been submitted, contractual issues requiring the approval of the Contracting Officer have been submitted and approved, requests for payment have been submitted, reviewed, approved, and processed, etc.), and that contractual and administrative issues in dispute have been addressed and settled in accordance with good administrative practice and sound business judgment. Purchase order files will be kept in storage after final payment for a period of three years. Contract files will be kept for five years.

File Contents

This post-award contract administration documentation is in addition to the procurement planning and pre-award documentation that is required and has been detailed in this document. For all contracts above

the micro-purchase level, the Project Manager will ensure that the contract administration file includes the following:

- The written procurement history (in one complete document or in three separate documents for the three phases);
- The notice of award and executed contract;
- Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- Contract required insurance documentation;
- Post-award (pre-performance) correspondence from or to the contractor or other Governmental agencies;
- Notice to Proceed;
- Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- Documentation for Davis-Bacon Act compliance including review of wage rates (pay applications) and verification of rates during employee interviews.
- Documentation for DBE compliance including review of contractor payment (DBE participation) forms and verification with DBE subcontractors.
- Modifications/changes to the contract including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., FTA, Board, executive director) of the settlement amount;
- Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- Documentation relating to contract close-out.

For micro-purchases, MHRA will ensure that the file contains a receiving report with the signature of the person inspecting and accepting the items delivered. The signature will certify that the items ordered meet the purchase order requirements with respect to quantities ordered/delivered and are of satisfactory quality.

All documentation for each procurement will be maintained for a minimum of five (5) years after the project or contract close-out.

Functions

The type of contract (Professional Services/A&E, Operations/Management, Rolling Stock Purchase, Construction and Materials & Supplies) will have differing contract administration actions and the documentation required to support that administration will differ as well. The Project Manager may perform the following functions, as determined by contract type:

1. Negotiate and execute change orders and supplemental agreements resulting from change orders issued under the Changes clause.
2. Negotiate and execute supplemental agreements changing contract delivery schedules.
3. Negotiate and execute supplemental agreements providing for the de-obligation of unexpended contract authority.

4. Negotiate balances considered excess to known contract requirements.
5. Negotiate and make definitive any adjustments to contract prices resulting from exercise of an economic price adjustment clause.
6. Issue change orders and negotiate resulting supplemental agreements under all contracts for approval by the Board.
7. Review the contractor's insurance certifications annually.
8. Conduct post-award kick-off meetings.
9. Attempt to resolve issues in controversy; prepare findings of fact and issue decisions under the Disputes clause on matters in which MHRA and contractor fail to agree.
10. Issue tax exemption forms.
11. Negotiate task orders under task order/work order contracts and issue task/work orders after approval by the Board.
12. Exercise options for spare parts and other items and prepare supplemental agreements after approval by the Board.
13. Negotiate settlement of partial and complete contract terminations for convenience and prepare contractual documents for approval by the Board.
14. Perform property administration.
15. By periodic surveillance, ensure the contractor's compliance with DBE subcontracting plans.
16. Issue administrative changes, correcting errors or omissions in typing, contractor address, facility or activity code, remittance address, computations that do not require additional contract funds, and other such changes.
17. Cancel unilateral purchase orders when notified of non-acceptance by the contractor.
18. Accomplish administrative closeout procedures and ensure files are safely stored.

Amendments and Change Orders

MHRA shall have the right, based on the changes clause contained in each contract for construction or the delivery of goods and services, to issue a change order to correct errors, omissions, or discrepancies; to cover acceptable overruns; to expand or reduce the scope of the contract; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions. All change orders must be approved in advance and in accordance with the value of the change order or the calculated value of the time extension. In addition, MHRA shall have the unilateral right, based on the changes clause contained in each contract, to issue an immediate change order and negotiate cost or price after the issuance of the change order. The issuance of change orders for each individual contract shall be handled by MHRA; however, changes outside the scope will be considered cardinal changes, as defined under Definitions.

All amendments and change orders shall be submitted to MHRA by the Project Manager complete with a cost or price analysis, explanations and back up information and, when applicable, a detailed breakdown of charges for review and/or recommendation for approval.

MHRA will verify all amendments and change orders as to the:

- Appropriateness of the modification of the contract and whether it is unreasonable or not cost effective to do a separate bid for the item under consideration; and
- The methods of calculating the amount of the amendment or change order are in conformance with the terms of the contract.

OUT OF SCOPE CHANGES

Changes outside the scope will be considered cardinal changes. A cardinal change is a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. MHRA may not make an out-of-scope change without it being considered a sole source award.

Payment Information

ADVANCE PAYMENTS

MHRA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from FTA.

PROGRESS PAYMENTS

MHRA may use progress payments provided the following requirements are followed:

- Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- MHRA must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit, bonding or equivalent means to protect the FTA's and MHRA's interests in the progress payment.

OTHER PROCUREMENT REQUIREMENTS

As MHRA does not receive formula funding or perform service operations, the following requirements are unlikely to be utilized. MHRA will follow the following requirement if the occasion arises.

Oversight of Subrecipients

MHRA is unlikely to have subrecipients of federal funding, but MHRA is responsible for assuring that each of its subrecipients complies with the applicable requirements and standards of FTA funded procurements, if such a case occurs. Each subrecipients will be made aware of the Federal statutory and regulatory requirements that apply to its actions as a subrecipient. Subrecipients will be notified of procurement policies including Cost Plus Percentage of Cost and System for Ensuring Most Efficient and Economic Purchase, as described herein.

Vehicle Purchases

VEHICLE BUY AMERICA REQUIREMENTS

Unless a waiver has been granted by FTA or the product is subject to a general waiver, rolling stock must be assembled in the United States and have a 70 percent domestic content according to Buy America requirements. A Buy America certificate shall be dated, completed, signed, and submitted by each bidder in accordance with the requirement contained in 49 U.S.C. Section 5323(j).

PRE-AWARD AND POST-DELIVERY AUDITS

Pre-Award and Post Delivery Audits of Rolling Stock purchases applies to purchases of rolling stock to carry passengers in revenue service. Pre-Award and post-delivery audits include Buy America, Federal Motor Vehicle Safety Standards (FMVSS), Transit Vehicle Manufacturers (TVMs) DBE, and other certifications to be kept on file.

MHRA will include the following clause into the documentation:

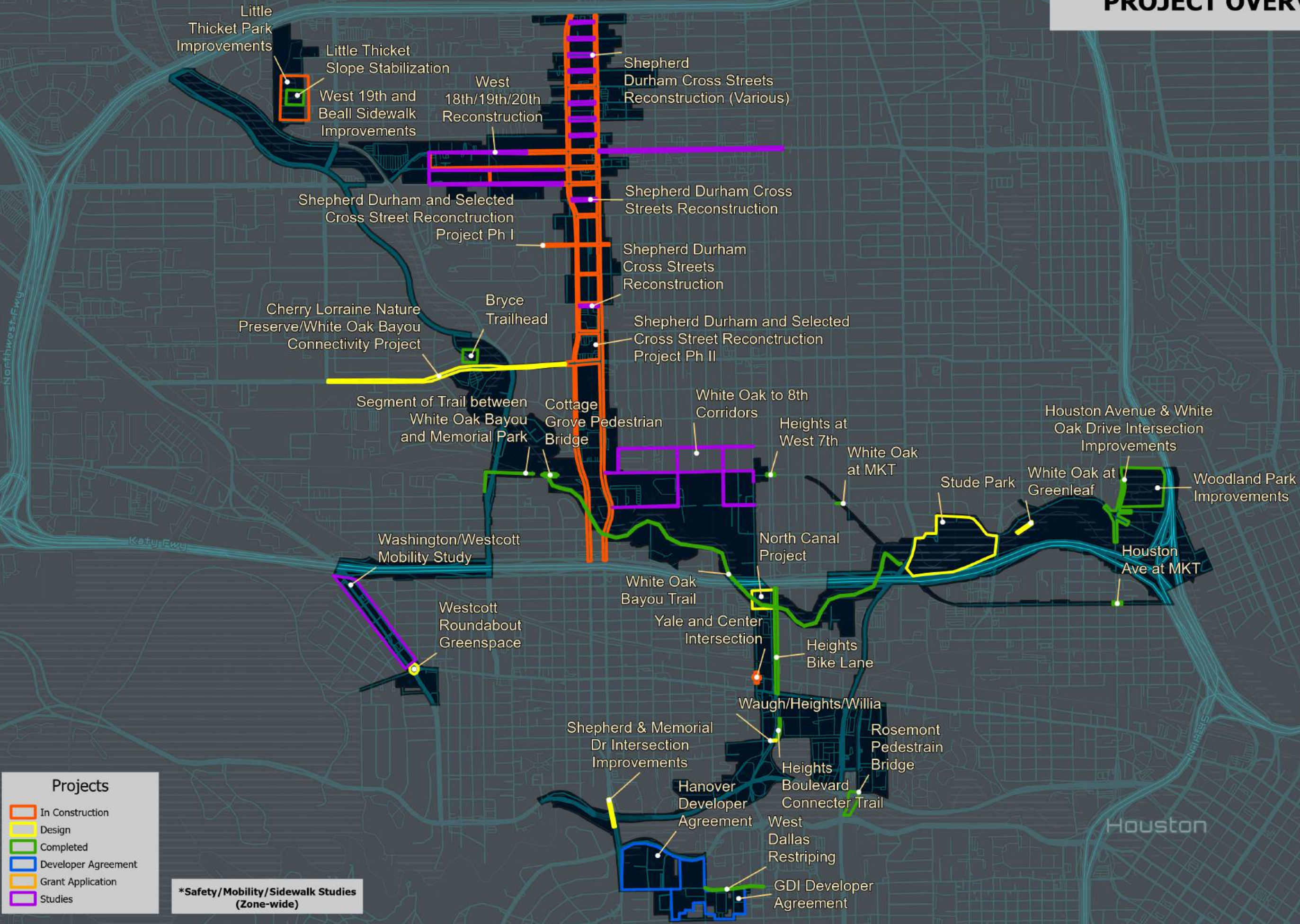
The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

BUS TESTING CLAUSES

MHRA will include the following clause into the documentation:

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or A-15 components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

PROJECT OVERVIEW MAP



MHRA Projects

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



Safety/Mobility Projects Update

Memorial Heights Redevelopment Authority

December 2024

Grant Funded
Safety Improvement Projects

Yale & Center

Project Sponsor: TxDOT (HSIP)

- ✓ Packaged with Richmond Ave @ Hayes Rd Signal, Irvington Blvd @ Patton St Roundabout, and Renwick Dr @ Dashwood Dr Roundabout.
- ✓ Contractor: Main Lane Industries.
- ✓ Construction Start: Originally anticipated July 2024. Obtained ROE for southeast corner June 2024. Still waiting on CenterPoint to relocate poles in the intersection. Issued updated drawings resulting from a field change at southeast corner.
- ✓ Will provide duration of construction once received.

West 19th and Beall

Project Sponsor: HPW (HSIP)

- ✓ Packaged with various projects within St. George Place Redevelopment Authority, Near North Side Management District, and Greater Southeast Management District.
- ✓ Contractor: Garrett Shields Infrastructure.
- ✓ Construction Start: June 6th, at this project location.
- ✓ Contractor currently working on West 19th Street between Beall Street and Durham Drive.
- ✓ Continue coordination with TxDOT and Garret Shields in assisting with RFIs and Submittals.

Heights/MKT Bike/Ped Safety

Project Sponsor: MHRA

- ✓ Construction complete.
- ✓ Coordinating with HPW on punch list item for final acceptance.
 - Refreshing pavement markings that are beyond 1-year warranty.



Shepherd at Memorial Update

**Memorial Heights Redevelopment Authority
Houston Public Works
METRO
December 2024**

Monthly Discussion Topics

1. Scope – design of signal modification of existing traffic and pedestrian signals at Sheperd Drive at Memorial Drive intersection, construction of new sidewalks, ramps, and paving markings to ensure better connectivity.
2. Schedule – 60% Pending Coordination with St. Thomas & DePelchin.
3. Estimated Project Cost – Pending Final Project Scope.

Last Month's Accomplishments

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

- ✓ Collected topographic survey along St. Thomas High School frontage.
- ✓ Prepared Exhibit for St. Thomas High School coordination meeting.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Coordinate proposed improvements along Shepherd Drive with St. Thomas High School and DePelchin.
- ✓ Prepare 60% Submittal to be submitted to once coordination with St. Thomas High School and DePelchin has been finalized.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None currently.

External Assistance Required

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

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



Shepherd-Durham Ph II Update

Memorial Heights Redevelopment Authority
Houston Public Works
TxDOT
December 2024

Project Overview

1. Scope – design of improvements along Shepherd, Durham, West 14th, West 12th, and West 11th to improve mobility and safety within the project corridor
2. Schedule – local letting Summer 2024
3. Construction Cost - \$63,500,000

Last Month's Accomplishments

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

- ✓ Submitted final plans, specifications, estimates, and other forms to HPW and TxDOT for signatures August 2, 2024.
- ✓ Received authorization to advertise and bid project from TxDOT on October 11, 2024.
- ✓ Received approval from METRO on October 24, 2024.
- ✓ Received approval from HPW on November 6, 2024.
- ✓ Continue coordination with OCE to secure signatures.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Receive final signatures from OCE.
- ✓ Work with HPW to prepare advertisement documents and prepare for Pre-Bid meeting and to evaluate bids.
- ✓ Preliminary bidding schedule starts with advertising on December 6, 2024 and receives bids on January 9, 2025.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ The revisions by METRO to bus stop locations post-submittal for signatures was unexpected but has been resolved.
- ✓ HPW has asked for substitution of revised documents in the Project Manual over the last couple of weeks that would have required extensive modification of the Manual. We have worked with HPW to resolve those issues.

External Assistance Required

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

- ✓ Continued support from HPW to secure final review and approval per the project schedule.

2023												2024												2025				
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March		
				90% All				95% All	100% TxDOT																			
												TxDOT Approvals												Bidding			Award	
												HPW Approvals																



Waugh Safety Improvements Update

Memorial Heights Redevelopment Authority
Houston Public Works

December 2024

Monthly Discussion Topics

1. Scope – design of new traffic and pedestrian signals at the intersections of Waugh Street at Feagan Street and S. Heights at Feagan Street/Willa Street, curb extensions on existing pavement along Waugh and Heights, and pavement markings.
2. Schedule – 100% Submittal, June 14, 2024
3. Estimated Grant Cost - \$886,231.

Last Month's Accomplishments

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

- ✓ Submitted Final Traffic Report from TGC to City as of May 7th.
- ✓ Submitted 100% plans to City and TGC for coordination to submit to TxDOT June 14th.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Submit for Utility Signatures for AT&T and CenterPoint, pending City Review.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ Project is currently under City review. Coordinate weekly with City PM on any status update available.

External Assistance Required

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

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



QUIDDITY



White Oak at Greenleaf Safety Improvements Update

Memorial Heights Redevelopment Authority
HSIP

December 2024

Monthly Discussion Topics

1. Scope – design of sidewalks, ramps, pavement marking, signage and streetlighting at the intersection of White Oak at Greenleaf.
2. Schedule – 100% Submittal, January 31, 2025.
3. Estimated Grant Cost - \$267,000.

Last Month's Accomplishments

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

- ✓ Submitted 60% plans to City and TGC for coordination to submit to TxDOT August 26th.

Upcoming Goals, Targets, and Critical Milestones

What are we targeting to achieve over the next month?

- ✓ Coordinate with City PM on Street Lighting.
- ✓ Prepare for 90% submittal to City and TGC December 4th.

Unforeseens, Corrective Plans of Action, and Lessons Learned

What challenges are we working to overcome?

- ✓ None currently.

External Assistance Required

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

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

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ('Agreement') is made and executed as of _____, 2024 (the 'Effective Date'), by and between **IDS ENGINEERING GROUP, INC.**, a Texas Corporation (the 'Engineer') and the **MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY**, a Texas not-for-profit local government corporation (the 'MHRA'). MHRA and Engineer are sometimes referred to herein collectively as the 'Parties' or individually as a 'Party.'

ARTICLE 1

SERVICES AND AUTHORIZATION

- A. Pursuant to the terms and conditions set out in this Agreement, MHRA hereby engages Engineer to perform the services described herein ('Services'), and Engineer agrees to perform the Services for the compensation set forth herein.
- B. Engineer will provide engineering, consulting, and other professional services as authorized from time to time by written task orders ('Task Orders') issued by MHRA and accepted by Engineer, as evidenced by MHRA's and Engineer's signatures thereon. Each Task Order issued by MHRA shall clearly state that it is issued pursuant to this Agreement and shall describe the Services to be performed by Engineer, the schedule for performance of the Services, the method of pricing and/or compensation for Services, and such other matters as may be pertinent to the individual authorization. Each Task Order will become effective when a copy thereof is signed and issued by a duly authorized representative of MHRA, signed by the Engineer, returned to MHRA, and approved by MHRA's Board of Directors (if such approval is required), and approved by the City of Houston. Services covered by any Task Order (and related plans and specifications, if any) are not modified unless such modification has been agreed to in writing by MHRA and Engineer as set forth herein.
- C. The terms of this Agreement shall supersede any standard or preprinted terms appearing on the face or reverse side of any Task Order. In no event shall any limitations of liability apply to any Task Order except as specifically agreed to in this Agreement.

ARTICLE 2

COMPENSATION

MHRA shall compensate the Engineer for Services performed in accordance with the pricing method identified in each approved Task Order.

ARTICLE 3

PAYMENTS

- A. Engineer will submit monthly invoices for payment of labor expenditures and reimbursable costs incurred, detailing the work performed and the percentage of completion relating to the specific Task Order. Payments are subject to approval by MHRA and are due and payable within thirty (30) days after receipt by MHRA or within fifteen (15) days after the meeting of the Board of Directors where a payment is approved, whichever is later, unless a different time frame is identified in a related Task Order or as provided by law.
- B. Fees for work performed or expenses incurred that are billed for the first time more than 120 days after the date the work is performed or the expense is incurred shall not be payable unless: i) a Task Order or other prior written MHRA approval provides otherwise, or ii) the fee or expense is payable on a contingent or achievement basis (provided the first time billing is not more than 120 days after the date the contingency or achievement occurs).
- C. Pursuant to the First Amended and Restated Agreement by and between the City of Houston ('City'), Tax Increment Reinvestment Zone Number 5, City of Houston ('Zone'), and MHRA ('Tri-Party Agreement'), MHRA is prohibited from paying consultants, including Engineer, for services that are determined to be an ineligible project cost, as defined in the Tri-Party Agreement. Engineer shall repay MHRA for any payments made by MHRA to Engineer pursuant to this Agreement that are determined by MHRA or the City, in their sole discretion, to be an ineligible project cost. Such repayment shall be made within thirty (30) days from the date of notice from MHRA that such amounts are due. If repayment is not made within such time frame, MHRA shall have the right to withhold the amounts, together with interest at the maximum rate allowed by law, from payments due.
- D. At its cost and expense, MHRA shall have the right to review and/or audit Engineer's records relating to the Services, fees, and/or reimbursable expenses. Such audit may, at MHRA's option, include a review of Engineer's compliance with applicable Tri-Party Agreement requirements, other City policies and procedures, as well as all applicable laws and regulations. Engineer agrees to provide access to its facilities and records, and to provide all information related to this Agreement as requested by MHRA.

ARTICLE 4

TERM OF AGREEMENT

- A. This Agreement shall be effective for a term of one year from the Effective Date and shall be automatically renewed without action by either Party for subsequent terms of one (1) year unless terminated earlier in writing in accordance with Article 26.
- B. Notwithstanding any termination of this Agreement pursuant to Article 26, this Agreement shall remain in effect for Task Orders issued and accepted during the term of this Agreement until such time as the Services under the Task Orders have been completed; provided however, that, pursuant to either Party shall have the right to terminate any Task Order for cause and MHRA shall have the right to terminate any Task Order for convenience.

ARTICLE 5

CHANGES IN SCOPE OF SERVICES

MHRA may, at any time, make changes in the description of Services to be performed under a Task Order. In the event MHRA notifies Engineer of its desire to make a change in the Services that may change the cost of performance, Engineer shall, within ten working days after receiving such notice, give MHRA 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 MHRA and Engineer, the Task Order will be modified by a written instrument, signed by both Parties, to reflect the changes in Services, price, and schedule.

ARTICLE 6

STANDARD OF CARE

All Services shall be of good quality and shall be performed in a professional manner. The standard of care for all professional and related engineering Services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by members of the Engineer's profession, practicing under similar conditions at the same time and in the same general locality.

ARTICLE 7

INDEMNITY AND RELEASE

A. INDEMNITY AND RELEASE PROVISIONS

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

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

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

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

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

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

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

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

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

B. INDEMNIFICATION PROCEDURES.

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

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

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

(2) DEFENSE OF CLAIMS.

a. ASSUMPTION OF DEFENSE. Engineer may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the Indemnified Persons. Engineer shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Engineer must advise the Indemnified Persons as to whether or not it will defend the claim. If Engineer does not assume the defense, the Indemnified Persons shall assume and control the defense, and all defense expenses constitute an indemnification loss.

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

ARTICLE 8

INSURANCE

- A. During the term of this Agreement, Engineer shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
1. Worker's 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.
 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 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

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.
 4. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
 5. Professional Liability Insurance with limits not less than \$1,000,000 each claim/annual aggregate.
 6. Defense costs are excluded from the face amount of the policies listed above and aggregate Limits are per 12-month policy periods, unless otherwise indicated.
- B. Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better and licensed or approved to transact business in the State of Texas. Engineer, and not MHRA, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under all of the insurance policies required of the Engineer.
- C. Engineer shall furnish MHRA certificates of insurance evidencing the insurance coverages required in this Article 8. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of the Engineer to notify MHRA immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. The Engineer's failure to provide insurance as required hereunder, or the Engineer's failure to supply the required evidence of insurance, or the failure of MHRA to require evidence of insurance or to notify the Engineer of any breach by the Engineer of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by MHRA of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including the Engineer's obligations to defend, indemnify, and hold harmless MHRA, as required by Article 7.
- D. The Indemnified Persons shall be added as additional insureds to all of the insurance coverages required under this Agreement, except professional liability insurance and worker's compensation. Umbrella or Excess Liability insurance shall be written to cover all insured parties, including additional insured parties, to the same extent as provided in the underlying commercial General Liability insurance policy and any endorsements thereto. All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the Indemnified Persons, with the exception of professional

liability insurance. In addition, excepting professional liability, all of the aforesaid policies shall be endorsed to provide that they are primary coverages and not excess of any other insurance available to MHRA, and without rights of contribution or recovery against MHRA or from any such other insurance available to MHRA.

ARTICLE 9

INDEPENDENT CONTRACTOR

The Engineer shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent or employee of MHRA. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

ARTICLE 10

PERSONNEL

Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of the Services. MHRA shall have the right to review the personnel assigned by Engineer, and Engineer shall remove any personnel not acceptable to MHRA. Engineer may remove personnel assigned to a Task Order without MHRA's prior approval, provided the progress of the Services shall not be unreasonably impaired.

ARTICLE 11

OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

- A. All documents, including original drawings, estimates, specifications, periodic construction progress notes, and data (collectively, the 'Documents') shall be the property of MHRA, provided that the Engineer has received full compensation due pursuant to the terms of this Agreement and subject to all of the following terms and conditions. The Engineer agrees that it shall not reuse any portion of the Documents that are unique to MHRA's project or projects for any other client, without the express written consent to MHRA, which consent will not be unreasonably withheld. The Engineer may retain a set of reproducible record copies of the Documents, in consideration of which it mutually agreed that MHRA will use such Documents solely in connection with the project covered by the Agreement and for no other purposes, except with the express written consent of the Engineer, which consent will not be unreasonably withheld. Any use of the Documents without the express written consent of the Engineer shall be at MHRA's sole risk.

- B. The Documents are subject to the Texas Public Information Act and the Authority's Records Management Program; Engineer will comply with any applicable requirements and disclosures.
- C. All materials and information that are the property of MHRA and all copies or duplications thereof shall be delivered to MHRA by Engineer, if requested by MHRA, upon completion of Services. Engineer may retain one complete set of reproducible copies of all of its instruments of service. Assuming payment therefor in accordance with this Agreement, all intellectual property rights for all materials produced in connection with a Task Order will be the property of MHRA.
- D. Notwithstanding anything to the contrary contained herein, all previously owned intellectual property of Engineer, including but not limited to any computer software, tools, systems, equipment or other information used by Engineer or its consultants or subconsultants, in delivering the Professional Services hereunder, and any know-how, methodologies, or processes used by Engineer to provide the services to MHRA, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of Engineer or its consultants or subconsultants.

ARTICLE 12

PERMITS AND LICENSES

Engineer represents to MHRA that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental MHRA, it may be required to maintain in order to perform the Services.

ARTICLE 13

ADHERENCE TO LAWS

Engineer shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder.

ARTICLE 14

CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL ENGINEER

All specifications, drawings, and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the State of Texas.

ARTICLE 15

FORCE MAJEURE

Any delays in or failure of performance by Engineer or MHRA, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of MHRA or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental MHRA; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of MHRA or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its Services under the affected Task Order.

ARTICLE 16

PROJECT DELAY

Time is of the essence with respect to provision of Services within a specified time as described in the applicable Task Order.

ARTICLE 17

DESIGN PHASE SERVICES

If a Task Order includes the furnishing of any Services during design, the following terms will apply:

The plans and specifications for the project shall be subject to the review and approval of the city, county, state, and federal agencies having jurisdiction over the project, including but not limited to the City of Houston, Texas, Harris County Flood Control District, and the Texas Commission on Environmental Quality. The Engineer's work regarding design shall be deemed complete when all approvals are obtained in the form normally supplied by the agency. In the event the drawings and specifications are not approved by an agency because they do not conform to the agency's design criteria in effect at the beginning of the design phase, the Engineer shall redesign the drawings and specifications to conform to such criteria at no cost to MHRA. If, after construction of the project has begun, an error or omission due to the Engineer's negligence is discovered and the item can still be provided in the sequence of construction without premium to MHRA, MHRA will pay for this item just as if it had been included in the original design documents. If this error or omission is discovered out of sequence with the construction timetable, then the Engineer will pay for the cost of redesign to have this item corrected or included, and MHRA will pay for construction of this item as if it had been included in the original documents.

ARTICLE 18

SERVICES RELATED TO BIDDING

- A. If a Task Order includes the furnishing of any Services related to advertisement and bidding, the Engineer shall:
 - 1. assist MHRA with the advertisement of bids for the project, including preparation and distribution of notices, invitations, bid conditions and pre-qualification forms, and attendance at pre-bid conferences;
 - 2. assist MHRA in the opening and tabulation of bids for construction of the Project, and consult with MHRA as to the proper action to be taken, based on the engineering considerations involved;
 - 3. consult with and advise MHRA as to the professional responsibility and acceptability of the bidders and of subcontractors or persons proposed by the bidders, if required; and
 - 4. assist in the preparation and execution of formal construction contract documents using contract documents previously approved by MHRA (the 'Contract Documents').

ARTICLE 19

CONSTRUCTION PHASE SERVICES

- A. If a Task Order includes the furnishing of any Services during construction, the following terms will apply:
 - 1. If Engineer is called upon to observe the work of MHRA's construction contractor(s) for the detection of defects or deficiencies in such work, Engineer will endeavor to protect MHRA against defects and deficiencies in the work and to determine in general if the work is proceeding in accordance with the Contract Documents, but the Engineer cannot guarantee the performance of contractors. Engineer shall not review or manage the means, methods, techniques, sequences or procedures utilized by any construction contractor. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
 - 2. If Engineer is called upon to review submittals from construction contractors, Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other

details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Liability shall remain solely with the construction contractor.

3. Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services, except to the extent that Engineer fails to exercise the usual degree of care and judgment of an ordinary, prudent professional engineer in the same or similar circumstances and conditions.
4. All services performed by others, including construction contractors and their subcontractors, but not subcontractors of the Engineer, shall be warranted only by such others and not by the Engineer.
5. Engineer's opinions of probable total project costs and/or construction costs, if any, provided as part of the services under the Agreement are made on the basis of Engineer's knowledge, experience and qualifications and represent Engineer's judgment as an experienced professional. Engineer does not guarantee that proposals, bids, or actual total project costs, total construction costs or estimates of quantities will not vary from the opinions provided by Engineer.

ARTICLE 20

GOVERNING LAW

This Agreement and Task Orders, and its and their construction and any disputes arising out of, connected with, or relating to this Agreement or Task Orders shall be governed by the laws of the State of Texas, without regard to its conflict of law principles.

ARTICLE 21

NOTICES AND/OR COMMUNICATIONS

- A. All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Engineer: IDS Engineering Group, Inc.
13430 Northwest Freeway, Suite 700
Houston, Texas 77040

Attention: Carol D. Harrison

To MHRA:

Memorial-Heights Redevelopment Authority

C/O the Goodman Corporation

3200 Travis Street, Suite 200

Houston, Texas 77006

With a copy to:

SKLaw

C/O John Kuhl

1330 Post Oak Boulevard, Suite 2650

Houston, Texas 77056

Either Party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

- B. Any notice or communication required in writing hereunder shall be given by registered, certified, or first-class mail (postage required) addressed to the Party at its address set forth above. The postmark date of notices sent by mail shall be the date of notice.

ARTICLE 22

WAIVER

Waiver by either Party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such Party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

ARTICLE 23

SEVERABILITY

The provisions of the Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected hereby.

ARTICLE 24

AMENDMENT

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only upon the written consent of the Parties hereto, executed by authorized representatives of both Parties to this Agreement.

ARTICLE 25

NO THIRD-PARTY BENEFICIARIES

Unless expressly provided otherwise, nothing contained in this Agreement, nor the performance of the Parties hereunder, is intended to benefit, nor shall inure to the benefit of any third party.

ARTICLE 26

CHANGES; TERMINATION

- A. MHRA may, at any time and from time to time, make written changes to Task Orders in the form of modifications, supplements, additions, or omissions. In the event Engineer believes that such modifications, supplements, additions, or omissions will entitle Engineer to an adjustment in time or compensation for performance, Engineer shall notify MHRA in writing before commencing such modifications, supplements, additions, or omissions. Such notification shall include a statement of the proposed schedule and cost adjustment for such modifications, supplements, additions, or omissions. In the event that MHRA agrees, in its sole discretion, that Engineer is entitled to an adjustment, MHRA shall issue a written change order setting forth the agreed upon equitable adjustment to the Task Order to reflect the change in compensation and schedule, which change order shall be effective upon execution by Engineer. If Engineer commences such modifications, supplements, additions, or omissions without first notifying MHRA as required herein and obtaining such change order and MHRA does not subsequently agree to an adjustment for such modifications, supplements, additions, or omissions in writing, Engineer does so at its own risk and MHRA shall not be required to pay or otherwise be liable for any costs or expenses associated with such modifications, supplements, additions, or omissions and Engineer will not be entitled to any compensation or schedule adjustment. Furthermore, if any such modifications, supplements, additions, or omissions are required due to Engineer's errors, omissions, failure to comply with this Agreement or Task Order or other fault, Engineer shall provide such modifications, supplements, additions, or omissions at its own cost and expense and without any adjustment to the schedule.
- B. MHRA may for convenience terminate this Agreement, any Task Order issued under this Agreement, or Engineer's right to perform Services under this Agreement or any

Task Order, in whole or in part, at any time by giving thirty (30) days written notice of such termination. Upon receipt of such notice Engineer shall:

1. stop work on the date and to the extent specified in such notice, and
2. take such further action regarding termination of the Services as MHRA may reasonably direct.

- C. In the event of such termination, MHRA shall have the right but not the obligation to assume all obligations, commitments, and claims that Engineer may have in good faith undertaken or incurred in connection with the Services terminated, and MHRA shall pay Engineer for Services properly performed to date of termination and for reasonable costs of closing out such Services. Upon termination, Engineer may invoice MHRA for all Services performed by Engineer prior to the time of termination which have not previously been compensated. Payment of this final invoice is subject to the agreement of MHRA and is due and payable within thirty (30) days after receipt by MHRA or within fifteen (15) days after the meeting of the Board of Directors where such amount is approved, whichever is later.
- D. This Agreement or any Task Order may be suspended by MHRA, in whole or in part, upon notice to Engineer, specifying which portion of the Services are to be suspended and the effective date of such suspension. Engineer shall continue to diligently perform any remaining Services that are not suspended. Upon resumption of the Services, Engineer may seek a change order pursuant to this Article 26 to equitably adjust Engineer's compensation and time for performance as a result of such a suspension; provided, however, that no adjustment shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Engineer is responsible or otherwise for a delay not caused by MHRA; or (ii) that an equitable adjustment is made or denied under another provision of this Agreement or applicable Task Order. Moreover, adjustments made in the cost of and time for performance shall be limited to the increase or decrease in the cost and time of performance directly attributable to such suspension and subject to the approval of MHRA.
- E. This Agreement or any Task Order may be terminated by either Party in the event that the other Party fails to perform in accordance with this Agreement or such Task Order and the breaching Party does not cure such failure within ten (10) days after receipt of written notice describing such failure. In the event that MHRA terminates this Agreement or any Task Order for cause, no compensation for such Task Order will be due Engineer until final completion of the then ongoing Services and payment of any such compensation will be subject to MHRA's right to offset all damages and costs associated with finally completing such Services.
- F. The payments due Engineer for termination and suspension as set forth in this Agreement shall be MHRA's only obligation and liability to Engineer by reason of such termination or suspension. Engineer shall not be entitled to any additional amounts for anticipated profits or unperformed Services. All amounts payable shall be subject to MHRA's rights to offset and audit.

ARTICLE 27

ASSIGNMENT AND SUBCONTRACTING

- A. Engineer shall not assign or transfer (by operation of law or otherwise) any right or interest in this Agreement or any Task Order without MHRA's prior written consent. For the purposes of this Agreement a merger is considered a transfer. Any purported assignment by the Engineer in violation of this provision shall be void. MHRA may assign its rights and obligations under and interest in this Agreement, in whole or in part, without the consent of the Engineer.
- B. The Parties respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other Party hereto and to partners, successors, permitted assigns and legal representatives of such other Party in respect of all covenants, agreements and obligations contained herein.
- C. Engineer shall not utilize any contractor, subcontractor or subconsultant without prior written approval by MHRA. The qualifications of Engineer's contractors, subcontractors and subconsultants shall be subject to MHRA's review and approval. All agreements between the Engineer and its contractors, subcontractors and subconsultants shall be subject to the requirements of (and such agreements shall expressly so state) this Agreement, applicable Task Orders, and the Tri-Party Agreement. Engineer shall be fully responsible for the timely and proper performance of Services by its contractors, subcontractors and subconsultants to the same extent as if all such Services were performed by the Engineer's personnel. All costs of Services performed by such contractors, subcontractors and subconsultants are included in the compensation due Engineer for such Services and shall be paid by the Engineer. MHRA shall have no responsibility for payment of the Engineer's contractors, subcontractors and subconsultants.
- D. It is MHRA's policy to address equal employment opportunity, minority and women-owned businesses, and disadvantaged business enterprises as required in the Tri-Party Agreement and related laws. Engineer will comply with all such applicable requirements contained in the Tri-Party Agreement or other related federal, state, or local laws, including any applicable City ordinance.

ARTICLE 28

This Article left intentionally blank.

ARTICLE 29

LIMITATION OF LIABILITY FOR SPECIAL DAMAGES

Except for Engineer's obligations pursuant Article 7, Engineer, MHRA, and/or the City or Zone shall not 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 agents or employees, have been advised of the possibility or likelihood of such damages.

ARTICLE 30

PERSONAL LIABILITY OF INDIVIDUALS

To the extent permitted by law, no individual officer, agent, or employee of MHRA (or the City and Zone), nor any individual officer, agent, or employee of Engineer, shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE 31

COMPLIANCE WITH STATE LAW

- A. Engineer hereby certifies that Engineer is not delinquent in a tax owed the State of Texas under Chapter 171, Texas Tax Code.
- B. Engineer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a 'Form 1295'), in connection with entry into this Agreement. Upon receipt of Engineer's Form 1295, MHRA agrees to acknowledge Engineer's Form 1295 through its electronic filing application. Engineer and MHRA understand and agree that, with the exception of information identifying MHRA and the contract identification number, neither MHRA nor its consultants are responsible for the information contained in Engineer's Form 1295 and neither MHRA nor its consultants have verified such information.
- C. Engineer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code (the "Government Code"), as heretofore amended. As used herein, "affiliate" means an entity that controls, is controlled by, or is under common control with Engineer, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

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

government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

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

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

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

ARTICLE 32

DISPUTE RESOLUTION; VENUE; JURISDICTION

- A. In the event of a dispute between the Parties arising out of or relating to the implementation of or performance of this Agreement or any Task Order, the Parties may mutually agree to resolve the dispute through mediation. Under no circumstances shall this subsection operate to prevent MHRA, in its sole discretion, from filing a lawsuit and/or claim to protect its rights in any respect, including but not limited to preserving limitations or preventing irreparable harm to its interests.
- B. Subject to Engineer's obligation to comply with the requirements of the foregoing subsection, for purposes of all legal or equitable proceedings arising out of, relating to or connected with this Agreement or any Task Order, Engineer hereby agrees that this Agreement and all Task Orders are performable in whole or in part in Houston, Harris County, Texas, and hereby submits to the jurisdiction of the state courts within Houston, Harris County, Texas, and agrees that such jurisdiction shall be exclusive with respect to any such proceeding filed by Engineer. For the avoidance of doubt Engineer hereby expressly, clearly and unequivocally agrees that MHRA has the right to choose the forum in which any legal or equitable proceeding arising out of, relating to or connected with this Agreement shall be heard; and, having so agreed, Engineer hereby irrevocably waives its right to remove any such proceeding to any federal court should MHRA choose to

bring any proceeding in any state court of Texas. Furthermore, to the fullest extent permitted by law, Engineer hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any proceeding arising out of, relating to, or connected with this Agreement in any state court in Houston, Harris County, Texas. Finally, Engineer hereby irrevocably waives any claim which it may now or hereafter have that any such proceeding brought in any state court in Houston, Harris County, Texas, has been brought in an inconvenient forum.

- C. If Engineer brings any claim against MHRA and Engineer does not prevail with respect thereto, Engineer shall be liable for all reasonable and necessary attorneys' fees incurred by MHRA as a result thereof.

ARTICLE 33

RIGHTS AND REMEDIES

- A. Duties and obligations imposed by this Agreement and the Task Order and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law, except where a remedy is agreed to be sole and exclusive in this Agreement or applicable Task Order.
- B. Failure of either Party to insist on the strict performance of any of the requirements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any obligation hereunder or to exercise any right or remedy occurring as a result of any default or failure of performance. Furthermore, no action or failure to act by MHRA shall constitute a waiver of any right or duty afforded to MHRA under this Agreement or otherwise by law, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder. Any claim by the Engineer that the terms of conditions of this Agreement or any Task Order have been changed or waived must be evidenced by an agreement in writing approved and signed by MHRA.
- C. Any acceptance or approval by MHRA shall not constitute nor be deemed to be a release of responsibility or liability of Engineer or its contractors, subcontractors and subconsultants for the accuracy, competency, and completeness of any Services, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by MHRA for any defect, error, or omission in any Services. Whenever used in this Agreement or any Task Order, 'approval,' 'approve,' 'approved,' 'consent' or 'consented' shall not include any implied or imputed approval or consent.

ARTICLE 34

SIGNATURES

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and

has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to a scanned signature page, will be as good, binding, and effective as an original signature.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

MHRA:

MEMORIAL-HEIGHTS REDEVELOPMENT AUTHORITY

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

ENGINEER:

IDS ENGINEERING GROUP, INC.

By: _____

Name: Carol D. Harrison

Title: Director of Public Works

APPROVED BY:

CITY OF HOUSTON, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

December 4, 2024

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

Reference: Proposal to Perform Professional Engineering Services for
Memorial Heights Redevelopment Authority (MHRA) Safe Sidewalk and Path Connections
Evaluation and Recommendations
Houston, Texas

Dear Ms. Weesner:

IDS Engineering Group (IDS) is pleased to present our proposal to provide professional engineering services for the above-referenced project.

This phase of the project involves the assessment of sidewalks best suited to provide increased access, safety, and connectivity within the City of Houston's TIRZ #5. Sidewalks in areas outside the boundary limits of the TIRZ, but are beneficial to the TIRZ, are to be included.

The assessment will include the areas identified in Attachment A below which fall within the 7th Congressional District and 18th Congressional District. MHRA has been allocated \$850,000 in federal funding for sidewalk improvements within the 7th Congressional District; therefore, improvements within this area will be prioritized to meet the funding schedule. The assessment does not include 18th Street, 19th Street, and N Shepherd Drive.

IDS will assess, prioritize, establish budgets, and make project recommendations for sidewalk improvements.

Further details on the scope of professional services are provided as follows:

1. Attend a kick-off meeting with the Project Committee to review proposed methodology for data collection, evaluation, and prioritization and review project schedule.
2. Perform visual evaluation of sidewalks within the project limits. IDS will utilize a GIS application to document conditions of existing sidewalks including photographs. IDS will document the following as part of the evaluation:
 - a. Existing sidewalk and ADA ramp condition, noting areas in need of repair or replacement
 - b. Existing sidewalks and ADA ramps not in compliance with jurisdictional standards or criteria

- c. Areas of non-continuous sidewalk/gaps in sidewalk
- d. Condition of crosswalk striping
- e. Areas where new crosswalks and ADA ramps are needed
- f. Identification of potential right of way encroachments or utility conflicts which may impact proposed improvements

IDS will log conditions data for each street on a by-block basis.

3. Review sidewalk evaluation results with Project Committee and obtain feedback to formulate project recommendations.
4. Based on the evaluation and discussions with Project Committee, make recommendations for sidewalk improvements. Recommended improvements will include:
 - a. Replacement of existing deficient sidewalks and ADA ramps (based on condition)
 - b. Replacement of existing sidewalks and ADA ramps (based on compliance with standards)
 - c. Repainting of crosswalk striping
 - d. New sidewalk to create a continuous path and bridge gaps in existing sidewalks
 - e. New ADA ramps where no ramps exist to promote mobility
 - f. New crosswalk striping where no crosswalks exist
 - g. Other improvements needed such as median improvements for proper crosswalk alignment and safety
5. After completing the evaluation and making recommendations for improvements, IDS will meet with MHRA to review the proposed improvements and obtain feedback to incorporate into the prioritization of projects.
6. IDS will prepare a prioritization of improvements and make recommendations for projects. At this time, it is assumed there will be two projects: (1) Sidewalks within the Congressional District #7 and (2) Sidewalks within Congressional District #18. Projects may be further subdivided depending on funding availability and will be coordinated with MHRA.
7. Prepare Opinion of Probable Cost for proposed projects.
8. Review projects and costs with MHRA, obtain feedback, and make updates as needed.
9. Prepare a memo to summarize the sidewalk evaluation and proposed project recommendations.
10. Public Outreach
 - a. Coordinate with MHRA to establish a public survey to obtain feedback regarding sidewalks and connectivity within the project area. It is assumed this will be completed at the start of the project and incorporated into the recommendations. IDS will utilize Social Pinpoint or similar platform for the survey.

- b. Prepare exhibits and/or presentation for one public outreach meeting (to be held at fire house). It is anticipated the public outreach meeting will be scheduled after the recommendations are prepared prior to finalizing the proposed projects.

SERVICES NOT INCLUDED (ADDITIONAL SERVICES CAN BE PROVIDED AT THE CLIENT'S REQUEST)

- Preparation and submittal of COH Design Concept Report (DCR) and TxDOT Design Concept Conference (DCC)
- Final Design Services
- Utility Coordination/Relocation
- Survey Services
- Encroachment Identification (We will identify potential encroachments based on available data)
- Geotechnical investigation and Report
- Subsurface Utility Engineering (SUE) for existing private utilities and public utilities
- Bidding and Construction Phase Services

COMPENSATION

We propose to provide the above-described services for the fees itemized below to be invoiced monthly based on the percent of services complete.

Items 1-10a	Sidewalk Evaluation and Recommendations	\$ 82,000	Fee
Item 10b	Public Meeting	\$ 14,000	Hourly
	Reimbursable Expenses	\$ 1,000	Estimated
Total		\$ 97,000	Estimated

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

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

Respectfully submitted,



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



Richard A. Fuller, P.E., ENV SP
 Senior Project Manager

Attachment

\\idseg\fs\Projects\2400\245300100 MHRA Safe Sidewalks and Path Connections\PM\010 Proposal\2024-12-02 Proposal for MHRA Sidewalks.docx

Attachment A Project Limits

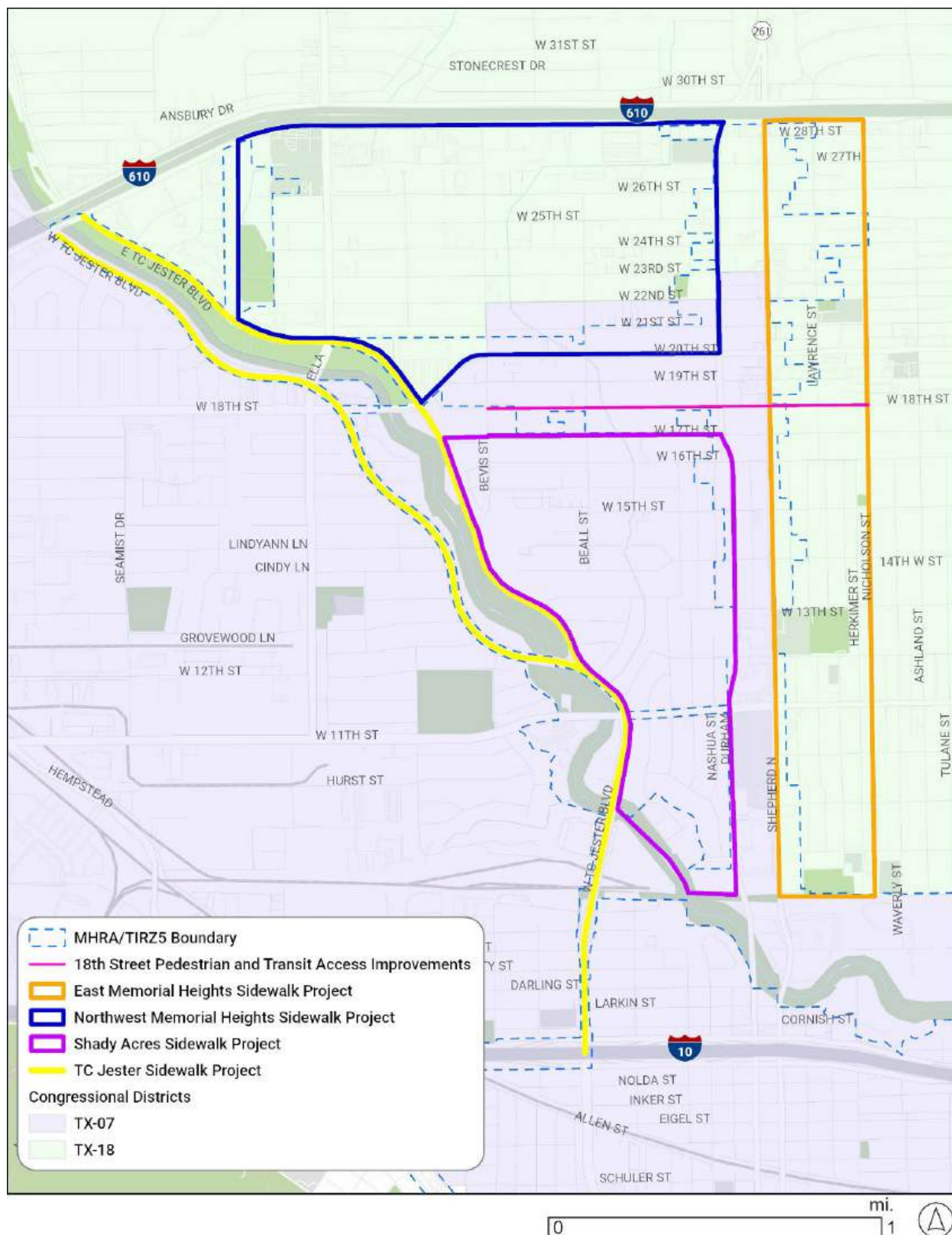


EXHIBIT "A"

Form of Task Order

Memorial Heights Redevelopment Authority (TIRZ No. 5)

Project No. T-532/543

IDS Engineering Group Authorization No. 1 – Evaluation and Recommendations for Safe Sidewalk and Path Connections

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

This WORK AUTHORIZATION consists of the following:

- 1.0 PROJECT DESCRIPTION: The CONSULTANT shall support MHRA in evaluation and recommendation for sidewalk improvements.
- 2.0 SCOPE OF SERVICES: The CONSULTANT shall provide the services as outlined in the scope of services below.
- 3.0 FEE AND PAYMENT: The CONSULTANT shall complete the tasks in this WORK AUTHORIZATION on a lump sum percentage of completion basis not to exceed \$97,000.00. If tasks or subtasks are determined not to be necessary, IDS will not perform or invoice those services.
- 4.0 PROJECT SCHEDULE: The schedule for this work is anticipated to be completed by June 2024.

IN WITNESS WHEREOF, the parties have executed this TASK ORDER as of December 6, 2024.

MEMORIAL HEIGHTS REDEVELOPMENT AUTHORITY:

By: _____

Name: _____

Title: _____

IDS ENGINEERING GROUP

By: Carol D. Harrison

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

Title: Director of Public Works



LEVEL OF EFFORT									
TASK	DESCRIPTION/JOB CATEGORY	PRINCIPAL	QA/QC	SR. PROJ MGR	PROJ ENG	GIS	ADMIN	TOTAL HOURS	TOTAL LABOR COST
1	Sidewalk Evaluation	2		20	60	40		122	\$ 22,820.00
2	Proposed Improvement Recommendations			20	40	40		100	\$ 18,780.00
3	Meeting with MHRA			4	4			8	\$ 1,700.00
4-5	Prioritization and Project Recommendations, Cost Estimates			10	25	10		45	\$ 8,520.00
6	Meeting with MHRA, Updates to Recommendations			10	25			35	\$ 6,800.00
7	Memo	2	4	10	25	10	10	61	\$ 11,430.00
8a	Public Survey (assist with questions, review feedback, etc)			4	20		4	28	\$ 4,920.00
8b	Public Meeting (assume 1)	4		20	40		8	72	\$ 14,180.00
	Internal Meetings and Project Management	4	4	8	8	4	4	32	\$ 6,888.00
	Reimbursable Expenses								\$ 1,000.00
	TOTAL	12	8	106	247	104	26	503	\$ 97,038.00
	Contract Labor Rates	\$ 320.00	\$ 255.00	\$ 255.00	\$ 170.00	\$ 172.00	\$ 125.00		
	TOTAL LABOR COSTS	\$ 3,840.00	\$ 2,040.00	\$ 27,030.00	\$ 41,990.00	\$ 17,888.00	\$ 3,250.00		