



**CITY OF HOUSTON**  
Planning and Development

**Sylvester Turner**

Mayor

Patrick Walsh, P. E.  
Director  
P.O. Box 1562  
Houston, Texas 77251-1562

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October 17, 2018

Memorial City – TIRZ 17  
820 Gessner Road #1530  
Houston, TX 77024

Re: 2018 Transportation Improvement Program (TIP) Call for Projects – **City of Houston**  
**Concurrence**

Dear Memorial City TIRZ 17:

The City of Houston Review Committee has reviewed Memorial City TIRZ 17's application for TIP funding for the Memorial Drive Access Management and Safety Study. The Review Committee will notify H-GAC that the conceptual design is consistent with City guidelines and plans.

Please be advised that projects will be subject to City of Houston final design review and approval prior to construction. Any non-standard improvements in city right-of-way will require a maintenance agreement prior to construction. Sponsors awarded federal funding should be prepared to coordinate design and construction through Houston Public Works as a local let contract.

The staff of both departments is prepared to continue working with you during the project development process. Please contact Jennifer Ostlind at (832) 393-6569 or via email at [jennifer.ostlind@houstontx.gov](mailto:jennifer.ostlind@houstontx.gov) or Gary Hill at (832) 395-3082 or via email at [gary.hill@houstontx.gov](mailto:gary.hill@houstontx.gov) if you have any questions or require additional guidance.

Sincerely,

Handwritten signature of Margaret Wallace Brown in blue ink.

Margaret Wallace Brown  
Acting Director  
Planning & Development Department

Handwritten signature of Carol Ellinger Haddock in blue ink.

Carol Ellinger Haddock, P.E.  
Director  
Houston Public Works

MWB:JO/smb

c: Greater East End Management  
Houston Parks Board  
Maureen Crocker, Assistant Director, Houston Public Works  
Jeff Weatherford, Deputy Director, Houston Public Works

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

**INTERLOCAL AGREEMENT**

This Interlocal Contract ("Agreement") is made and entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date") pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), by and between, the **City of Bunker Hill Village**, (the "City"), a type A general-law municipality created pursuant to the laws of the state of Texas, and the **Memorial City Redevelopment Authority** (the "MCRA"), a Local Government Corporation created by the City of Houston to promote development and re-development of the area included in TIRZ 17, City of Houston, Texas.

**RECITALS**

**WHEREAS**, pursuant to the Act, the City and the MCRA are authorized to contract with eligible entities to perform governmental functions and services, including governmental functions in which the contracting parties are mutually interested;

**WHEREAS**, the Memorial City Redevelopment Authority (MCRA) has been awarded approximately \$13.7 million in Surface Transportation – Mobility funding for the reconstruction of Memorial Drive from Beltway 8 to Tallowood Road;

**WHEREAS**, the MCRA is interested in pursuing additional funding for a complementary project via a new grant application for the reconstruction of signalization, paving, sidewalks, landscaping, and sub-surface utilities, along approximately 2,320 linear feet of Memorial Drive, within the MCRA boundaries, from Tallowood Road to just east of Tealwood Drive (referred to herein as the "MCRA Project" and further illustrated on Exhibit A);

**WHEREAS**, the City is interested in partnering with the MCRA to further extend the reconstruction of signalization, paving, sidewalks, landscaping, and sub-surface utilities along approximately 1,500 linear feet of Memorial Drive, within City limits, from just east of Tealwood Drive to just east of Gessner Road (referred to herein as the "City Project" and further illustrated on Exhibit B). The City Project will include additional project components as identified further in Article I (Exhibit B);

**WHEREAS**, the MCRA Project and the City Project are referred to collectively as the "Project."

**WHEREAS**, the MCRA and City agree that the joint design and construction of the Project will create cohesive corridors for automobiles, pedestrians and cyclists and will give the combined project the best opportunity to compete for discretionary funding opportunities;

**WHEREAS**, the City and MCRA have determined they will develop a joint grant application for the Project in an upcoming Houston-Galveston Area Council (H-GAC) Call for Projects in order to pursue funds for the Project; and

**WHEREAS**, the MCRA and City agree that the project sponsor will be responsible (as defined in Article II) for project development and reporting requirements; for submitting the H-GAC TIP call for project application for discretionary funding; for initiating project design, executing an Advanced Funding Agreement with TxDOT; and for compliance with all local, state, and federal requirements.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MCRA and City agree to the following terms, covenants, and conditions:

## **ARTICLE I PROJECT**

The MCRA and the City hereby agree that the Project will contain the following components:

- The construction of the MCRA Project will integrate with the grant funded reconstruction project of Memorial Dr. between Beltway and Tallowood Rd. to include the following:
  - The full reconstruction (property line to property line) of Memorial Drive between Tallowood Road and just east of Tealwood Drive to include pavement, sidewalks, and subsurface utilities. The complete facility will be completed to City of Houston/TxDOT standards and will include a bike facility.
- The construction of the City Project will integrate with the proposed MCRA project to the west and include the following:
  - Reconstruction of Memorial Drive between just east of Tealwood Drive and just east of Gessner Road to include sub-surface utilities, drainage, pedestrian accommodations, and functional landscaping.
  - The reconstruction of the northbound lanes of Gessner between Memorial Drive and the southern City limits (to include additional storm water conveyance)
  - The construction of sidewalks along both sides of Gessner between Memorial Drive and the southern City limits in order to improve safe school access to Frostwood Elementary School.
  - The reconstruction of the intersection at Gessner and Memorial Drive.

## **ARTICLE II RESPONSIBILITY FOR SERVING AS PROJECT SPONSOR**

As a component of the grant application process, the City is hereby designated as the project sponsor. The responsibilities of the project sponsor include, but are not limited to:

- Submitting the grant application to H-GAC under its name;
- Providing a letter of financial commitment for the project and obtaining a letter of financial commitment from the MCRA;
- Serving as the entity in charge of project reporting for TxDOT and H-GAC reporting processes;
- Entering into an Advance Funding Agreement (AFA) with TxDOT and adopting any TxDOT required policies;
- Initiating and leading a TxDOT procurement process for the required design services;
- The adoption of TxDOT Disadvantaged Business Enterprise (DBE) goals;
- Contracting with the procured engineer;
- Paying the engineer and requesting cost share reimbursement from TxDOT as reflected in the original grant application and AFA;
- Collecting the agreed upon cost share for design services from the MCRA;
- Participating in TxDOT design status update meetings and other required project functions;
- Paying TxDOT design and construction management fees and collecting the agreed upon cost shares from the project partner;
- Paying TxDOT the agreed upon local share commitment for the construction contract at least 60 days prior to contract letting (based on the 100% cost estimate and adjusted based on the final low bid) and collecting the agreed upon cost share from the MCRA; and
- Coordinating construction change orders with TxDOT, paying construction change orders, and collecting the agreed upon cost share from the MCRA.

## **ARTICLE III PROPORTIONATE SHARES**

The H-GAC funding grant application for the Project will reflect an approximate ratio of 75% federal funding and 25% local funding, to reflect local payment for federally ineligible items (sanitary and water). The parties will share the 20% local match commitment for the Project based upon each entities' proportionate share (the "Proportionate Share") of the final engineering cost estimates prepared for the grant application. The Proportionate Share will be a percentage derived from a fraction, the numerator of which is the eligible costs attributable to the individual party's project and the denominator of which is the total eligible Project cost. The current cost estimates reflect the following Proportionate Shares: \$5,871,338 (31%) for the City Project and \$12,956,066 (69%) for the MCRA Project, with a total estimated Project cost of \$18,827,404. This proportionate share will be used as the basis of the cost share for the engineering scope of work.

The grant application will reflect each parties local match commitment based upon information contained within the engineers estimate (Exhibit C). This cost share agreement assumes the grant eligibility of the engineering component of the project. If it is determined that the engineering component of the project will not be eligible for the grant funding, the cost estimates in the grant application will be modified to reflect this change.

When the project is bid, the bid items will be separated by the City Project and the MCRA Project. The low bid price (as affirmed by TxDOT) will serve as the new total cost and an updated Proportionate Share for the local match will be derived and applied based upon the actual costs. Costs that are ineligible for federal or state financial participation will be borne by the entity that is geographically or otherwise responsible for the costs.

Costs of construction change orders that relate to a single party's project will be paid in full by the jurisdiction in which the change order occurs. In the event that a change order occurs within the boundaries of both jurisdictions, the costs of the change order will be paid proportionately by each party according to the updated Proportionate Shares per the contract price.

The maximum total financial outlay by the City and by the MCRA will be consistent with the "Local" amounts identified within Exhibit C.

#### **ARTICLE IV DESIGN ENGINEERING**

- If the design is grant eligible and included within the grant application, the design engineering scope of work for the Project will be completed as one contract and will be included within the application for funding. The design engineering of the Project will include necessary environmental work, which may include a Phase I/II Environmental Site Assessment, National Environmental Policy Act (NEPA) review, and all local and TxDOT engineering approvals. All Project plans and specifications must be approved by all regulatory authorities with jurisdiction.
- If the design is not grant eligible and is not included within the grant application, each entity will hold an independent contract with one engineering firm to complete the scope of work.
- Both MCRA and the City will provide representation for decision making regarding the procurement and selection of a professional engineering services firm or firms required to complete engineering, design, and the required environmental work for the Project. Participation in the form of a selection committee with representatives (up to four individuals from each entity) will facilitate review and evaluation of procurement documentation in order to mutually agree upon a selected firm or firms in order to complete the joint project
- The Project engineer will make available such plans and specifications and an estimate of constructions costs to both parties for review and approval, which

approval will not be unreasonably withheld. Each party will have 35 calendar days to review the same; should the parties not submit comments within this time period, approval will be deemed granted. Any reasonable comments received will be accommodated if practicable in accord with sound engineering practices. The Project engineer will provide each party with one complete, executed set of approved plans and specifications.

- Costs of the engineering design scope of work will be paid on the current Proportionate Share basis delineated in Article III and Exhibit C. The total cost may change based on the final negotiated cost with the selected engineer, however, the proportionate share will remain the same. The Project engineer will provide copies of invoices to each party with the Proportionate Share of each party separately enumerated.
- The procurement process for the engineering phase, if included within the grant, must be approved by TxDOT.
- If the design is included within the grant, the City, as the project sponsor, will submit an invoice to MCRA within 10 days of having received an invoice from the engineer. The MCRA will process and pay this invoice within 30 days. The invoice will be based upon the total value of each invoice from the engineer and the Proportionate Share outlined within Article III and Exhibit C.

#### **ARTICLE V PROGRAM MANAGEMENT**

The project partners agree that it will be necessary and beneficial to retain a Program Management firm to coordinate activities with TxDOT, the Houston-Galveston Area Council, and the Federal Highway Administration. The Program Manager will also provide support relative to the duties associated with project sponsorship. The cost to retain the Program Management firm will be borne by the MCRA in exchange for the City serving as the project sponsor. The Project Management firm will be retained by the MCRA within sixty (60) days of a positive determination of grant funding.

#### **ARTICLE VI TERM OF AGREEMENT**

This Agreement will become effective upon execution by both parties and terminate upon the earlier of i) Project completion or ii) sixty (60) months from the effective date.

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**ARTICLE VII  
LIABILITY**

Section 1 - No Personal Liability of City. To the extent allowed by law the City's officers, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

Section 2 - No Personal Liability of the MCRA. To the extent allowed by law, the MCRA's officers, agents and employees, either singularly or collectively, are not personally liable on this Agreement or for any breach thereof.

**ARTICLE VIII**

This agreement may be cancelled at any time prior to the award of a construction contract for the project, by either party providing sixty (60) days written notice of intention to terminate. Written notice must be provided to the applicable party.

**ARTICLE IX  
MISCELLANEOUS**

Section 1 - Laws. The parties hereto agree to abide with all applicable laws, regulations, and grant provisions of the United States, the State of Texas, and any other lawful authorities having jurisdiction.

Section 2 - Notices. All notices, demands, or requests from one party to another shall be in writing and shall be personally delivered, sent by mail, certified, registered, express or overnight, postage prepaid, or sent by facsimile transmission, to the addresses stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of delivery:

The City of Bunker Hill Village  
11977 Memorial Drive  
Houston, Texas 77024

The Memorial City Redevelopment Authority  
c/o Hawes Hill and Associates LLP  
PO Box 22167  
Houston, TX 7727-2167

Section 3 - Texas Law to Apply and Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Harris County, Texas.

Section 4 - Legal Construction. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability does not affect any other provision

hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, if consistent with the overall intent of this Agreement.

Section 5 - Amendment. No amendment, modification, or alteration of the terms of this Agreement is binding unless in writing, dated subsequent to the Effective Date and executed by the City and the MCRA or their successors and permitted assigns.

Section 6 - Exhibits. All Exhibits attached to this Agreement are incorporated by reference.

Section 7 - Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart is deemed to be an original instrument, but all such counterparts together constitute but one Agreement. A photocopy or facsimile reproduction of an original signature of a party on this Agreement binds that party to the terms, covenants and conditions of this Agreement.

Section 8 - Time is of the Essence. Time is of the essence in this Agreement.

Section 9 - Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

[EXECUTION PAGES FOLLOW]



CITY OF BUNKER HILL

  
By: \_\_\_\_\_  
Date: 08-21-2018

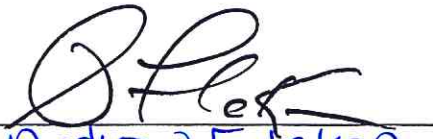
ATTEST:  
Britique Williams

MEMORIAL CITY REDEVELOPMENT  
AUTHORITY

  
By: ANN T. GIVENS, CHAIR  
Date: 7-31-2018

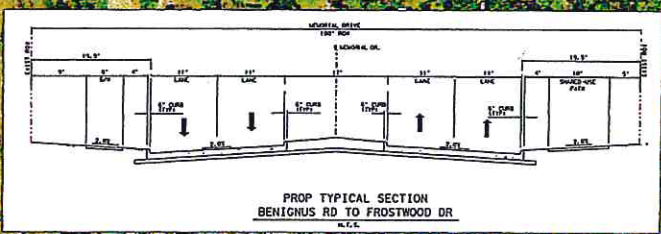
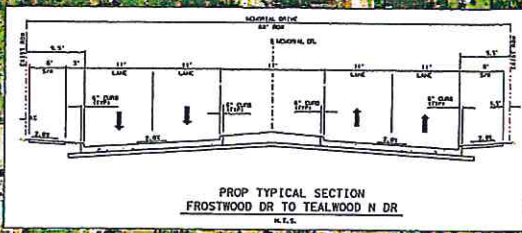
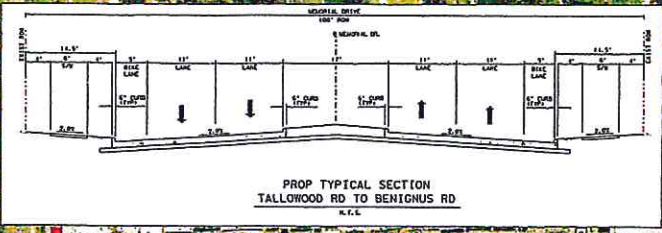
ATTEST: M. C. R.

APPROVED AS TO FORM:  
CITY OF HOUSTON, TEXAS

  
By: \_\_\_\_\_  
Name: Andrew F. Icken  
Title: Chief Dev. Officer  
Date: 10-10-18

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**Exhibit A**



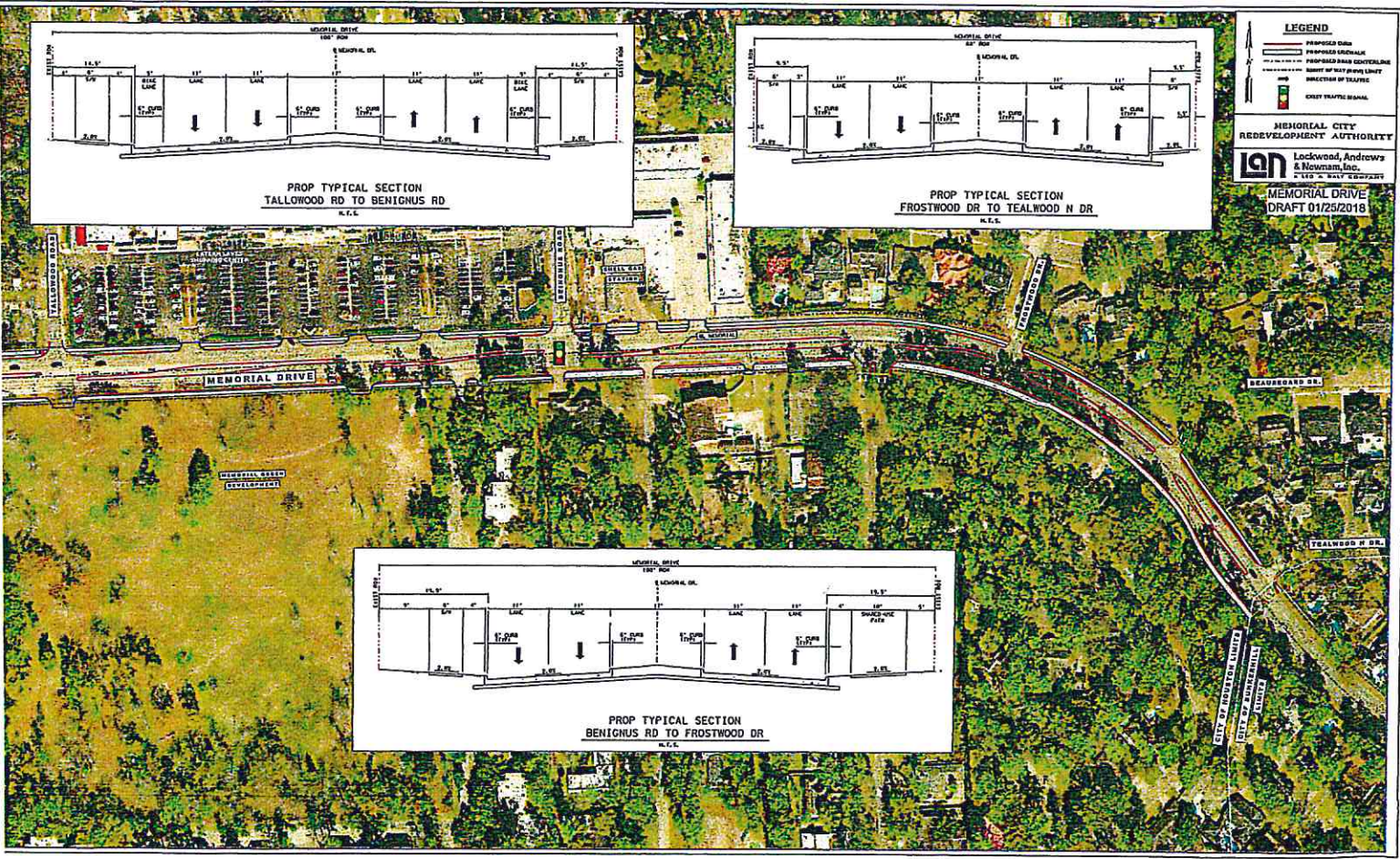
**LEGEND**

- PROPOSED DRIVE
- PROPOSED DRIVE CENTERLINE
- BOUNDARY OF CITY OF MEMPHIS
- DIRECTION OF TRAFFIC
- CURB TRAFFIC SIGNAL

MEMORIAL CITY REDEVELOPMENT AUTHORITY

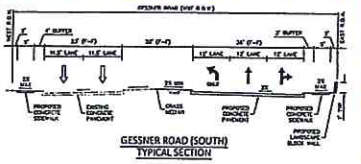
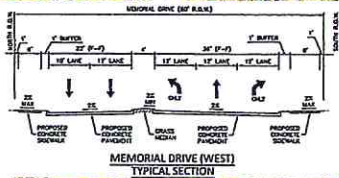
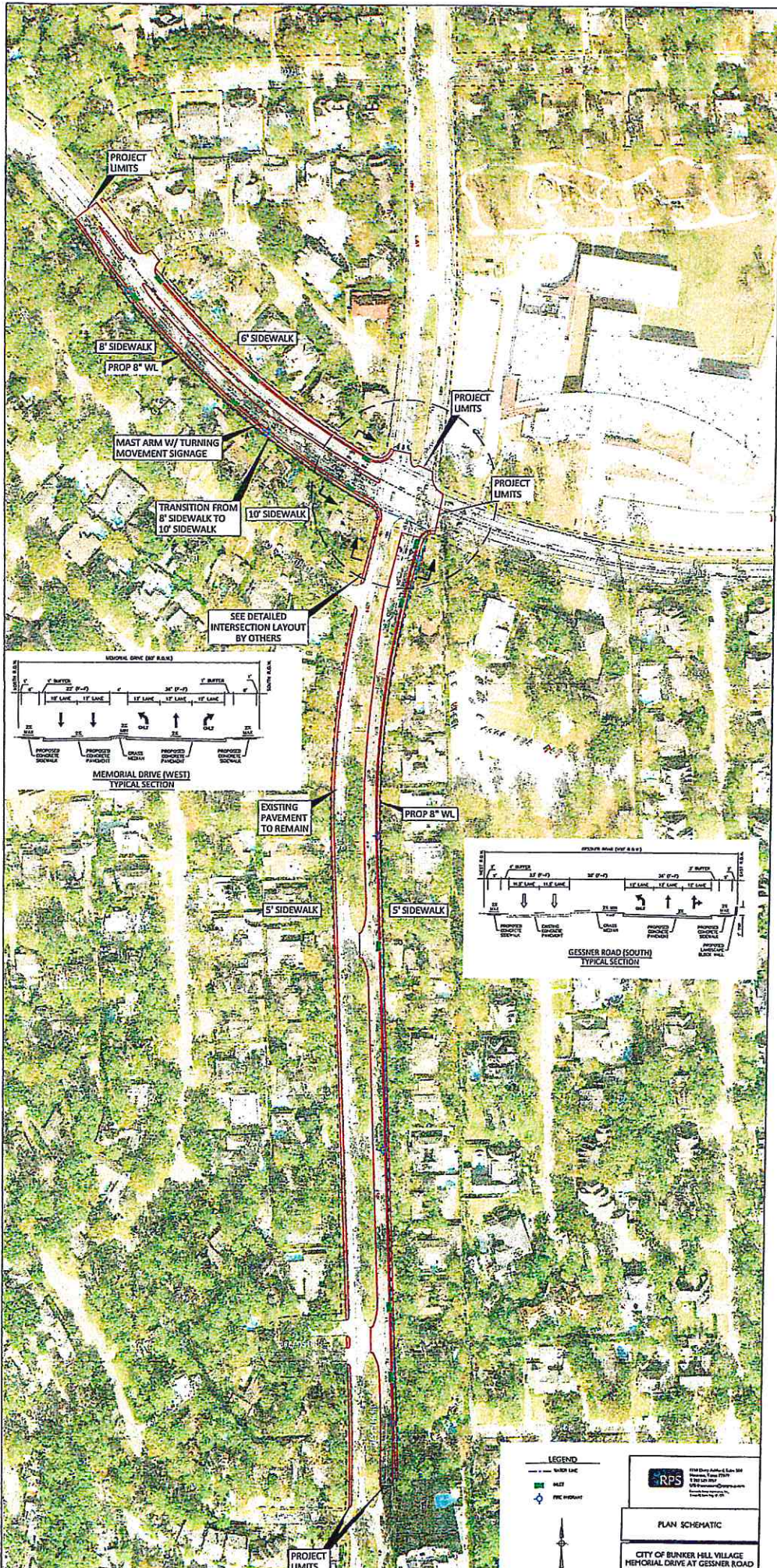
**L&N** Lockwood, Andrews & Nowman, Inc.  
CITY OF MEMPHIS ENGINEERS

MEMORIAL DRIVE  
DRAFT 01/25/2018



**Exhibit B**





LEGEND

- WATER LINE
- GUY WIRE
- FIVE FOOT

RPS

4000 Dunes Parkway, Suite 300  
Houston, Texas 77057  
Tel: 281.485.7777  
www.RPSinc.com

PLAN SCHEMATIC

CITY OF BUNKER HILL VILLAGE  
MEMORIAL DRIVE AT GESSNER ROAD



**Exhibit C**

**City of Bunker Hill Village**

Construction Sub Total	\$	3,599,360	
Contingency (25%)	\$	899,840	
<b>Subtotal</b>	<b>\$</b>	<b>4,499,200</b>	
Inflation (4%)	\$	4,680,968	
<b>Subtotal</b>	<b>\$</b>	<b>4,680,968</b>	
Design, Survey, and Geotechnical (10.5%)	\$	491,502	
Limited Construction Phase Services (.5%)	\$	23,405	
<b>Subtotal</b>	<b>\$</b>	<b>514,906</b>	
TxDOT Administration and Letting (13%)	\$	675,464	
<b>Subtotal</b>	<b>\$</b>	<b>675,464</b>	
<b>Total</b>	<b>\$</b>	<b>5,871,338</b>	
<b>Ineligible (Sanitary/Sewer)</b>	<b>\$</b>	<b>274,175</b>	
<b>Federal</b>	<b>\$</b>	<b>4,477,730</b>	
<b>Local</b>	<b>\$</b>	<b>1,393,608</b>	

**Memorial City Redevelopment Authority**

Construction Sub Total	\$	7,942,576	
Contingency (25%)	\$	1,985,644	
<b>Subtotal</b>	<b>\$</b>	<b>9,928,220</b>	
Inflation (4%)	\$	10,329,320	
<b>Subtotal</b>	<b>\$</b>	<b>10,329,320</b>	
Design, Survey, and Geotechnical (10.5%)	\$	1,084,579	
Limited Construction Phase Services (.5%)	\$	51,647	
<b>Subtotal</b>	<b>\$</b>	<b>1,136,225</b>	
TxDOT Administration and Letting (13%)	\$	1,490,521	
<b>Subtotal</b>	<b>\$</b>	<b>1,490,521</b>	
<b>Total</b>	<b>\$</b>	<b>12,956,066</b>	
<b>Ineligible (Sanitary/Sewer)</b>	<b>\$</b>	<b>725,000</b>	
<b>Federal</b>	<b>\$</b>	<b>9,784,853</b>	
<b>Local</b>	<b>\$</b>	<b>3,171,213</b>	
<b>Total</b>	<b>\$</b>	<b>18,827,404</b>	
<b>Federal</b>	<b>\$</b>	<b>14,262,583</b>	<b>75.75%</b>
<b>Local</b>	<b>\$</b>	<b>4,564,821</b>	<b>24.25%</b>
<b>Total Cost</b>	<b>\$</b>	<b>18,827,404</b>	
<b>CBHV Share</b>	<b>\$</b>	<b>5,871,338</b>	<b>31.19%</b>
<b>MCRA Share</b>	<b>\$</b>	<b>12,956,066</b>	<b>68.81%</b>
<b>Program Management Support</b>	<b>\$</b>	<b>138,500</b>	
<b>MCRA Share</b>	<b>\$</b>	<b>138,500</b>	
<b>CBHV Share</b>	<b>\$</b>	<b>-</b>	