

10-30-02

Dallas County

Don Cranford will retire soon

Anapaho Rd Supp Agreement is ready for Don's signature

Invite J. Jackson to the next review meeting -

Money avail Oct 2006

Call County if we need an inspector

Keep County advised on Midway Project

Belt Line @ Dallas Parkway - Don would like to  
take the lead

10-30-02

DALLAS COUNTY  
PUBLIC WORKS

MAJOR CAPITAL IMPROVEMENT PROGRAM

5 PHASE  
PROJECT DELIVERY SYSTEM

Developed under Public Work's Strategic Plan  
Goal #4, Prepare for the Future

Objective 4.3 – “Reengineer our design, ROW and  
construction program and PM processes for MCIP  
projects”

## PHASE 1 -- PLANNING & PRELIMINARY DESIGN

### **STEP ONE, PROJECT DEFINITION**

- A start with analysis that precedes selection of projects nominated by cities for County's MCIP for a given Program Year (year in which the project funding is available for construction). Analysis will include risk assessments from various perspectives -- political, Right of Way, utilities, technical, funding, safety, environmental, and traffic factors.
- MCIP project selections are approved by Commissioners Court in a total slate, and each project is assigned to a specific Program Year. An initial "kick-off" meeting will be scheduled with each city, to go over the projects in their city that have approved funding. An initial decision will be made on which entity (County, city or other entity) is the Lead Agency for project delivery. To launch the entire MCIP program, an initial MCIP Master Agreement will be developed, using a partnering session with all cities to secure input and buy-in. After development, the Master is coordinated and signed between Cities, County and any other financial stakeholders. The goal will be to include city partners who are totally committed to the projects they submit, and are willing and able to be cost sharing partners in all phases, to include design, whenever feasible. Partnering and Project Management principles will be embedded in the document, which will focus primarily on project delivery and not legal jargon. We will also explore roles for each stakeholder all focused on assuring timely project delivery.

### **STEP TWO, PRELIMINARY DESIGN**

- Decision on use of Subsurface Utility Engineering (SUE) will be made after the Charrette, before initiating design. SUE determination should take funding sources into account. Hopefully our partners, including utilities, will be willing to participate. This information will be critical for designers to use as they launch the design. A decision will be made to use the consultants S.U.E. capability or to use the County's Indefinite Delivery Quantity (IDQ) consultant.
- County, city, or joint team of in-house designers begins initial design. Objective is to resolve all alignment issues, in close partnership with all stakeholders. Preliminary surveying requires estimating centerline and ascertaining existing ROW. County PM and Inspectors will assure an effective Constructibility Review is completed at the appropriate time. In most projects a consultant will be brought in for Phase I with an option to renew or extend the consultants contract after concept design is complete. City partners will be invited to participate in the design consultant selection process. The decision to extend the contract will be made after an interim evaluation is completed using the County's consultant evaluation system.

- A Pre-Design Charrette may be planned and executed with all stakeholders including both political and technical decision makers (cities, utilities, County, any private parties or other decision-makers). The purpose of the meeting is to provide preliminary design information, receive input on issues, resolve issues and then forge consensus on the preferred alternative. This allows the design to proceed unhindered by controversy or late stakeholder input. The meeting will be from 1.5 to 3 hours depending upon the complexity and the number of issues to resolve. This will include an orientation walk-thru of the project site, when this is beneficial. We will highlight specific City transportation standards, including amenities, landscape architecture, zoning and other ROW requirements.
- Phase 1 ends with approved preliminary alignment and profile and preliminary sizing of bridges and drainage structures along with SUE determination, as well as any required environmental analyses. A Preliminary Design Report will be included as a deliverable for the design consultant. Preliminary environmental or permitting investigations will have begun. Information on road elevations will be included. The design will be in the range of 50% to 60% complete.

## PHASE 2 PRIMARY DESIGN

- Negotiation of final contract with consultant is the initial task, with Scope of Work now well defined by all Phase 1 effort and includes geo tech, utility analysis or SUE early in the process. Part of negotiations includes definite delivery dates for various phases and reviews.
- Consultant works closely with all stakeholders -- under the guidance and direction of the County PM, in a partnering mode. This means we plan to expedite design reviews and consolidate and resolve any conflicting guidance from the various entities (cities, county and others) to build a win-win situation. We prefer 'design review conferences' instead of simply passing out design documents and collecting input from each partner separately. Allow reasonable time for review and then gather all the partners and conclude the review in one sitting is our preferred mode
- Constructibility reviews will be incorporated at key points during design, around the 70-80% completion stage.
- Environmental analyses and neighborhood public workshops are to be concluded during this phase.
- Traffic and Utilities data will be considered in design, with data from partner city, County, NCTCOG, or consultant.
- Federal projects will involve environmental impact analysis and Public Meetings. We will push for Categorical Exclusions, when this would appear to be a common sense solution (total urban environment with no discernable environmental impacts).
- Early involvement on ROW issues will be important, and early provision of ROW documents will be a part of the design contract

### **PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION**

- Formally begins with the delivery of the R-O-W documents to the County by the consultant. Standards and scheduling will be clearly spelled out in writing within Consultant's contract.
- County Project Manager monitors and tracks progress. Key is that the PM does not "hand-off" the project to the ROW division, but stays actively involved in project management. PM will use the matrix project team concept to track and keep the project on schedule. PM resolves issues as they develop, keeping all stakeholders in the net, using e-tools and partnering principles.
- ROW acquisition begins, using in-house or ROW consultant on IDQ acquisition services contract.
- County decides, in consultation with other stakeholders, the packaging of the construction contract (early enough to preclude re-work by consultant).
- Consultant to make minor changes resulting from property owner requests.
- Design consultant completes work on provided schedule, however, in rare instances may be asked for expert testimony at Eminent Domain hearings.
- County and Partners evaluate Consultant using standard evaluation system. Consultant is given opportunity to evaluate County's project management process, also.

## PHASE 4 - ROW & Utility Adjustment

- ROW acquisition is carried to completion, again under the active project management and leadership of the PM, with proactive activity of the ROW acquisition team. If the city or another partner such as TxDOT is the ROW acquisition agency, the PM will still track carefully the progress and proactively lead efforts to remove obstacles, etc. to keep progress on schedule.
- The PM will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. Based on successful partnering efforts for 2 years with major utility providers (including the UPRR), the PM will assure the attached ***Essential Elements of Utility Partnering*** and GUIDELINES FOR ASSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND UPRR are adhered to by all matrix team members
- County project manager tracks and resolves issues and work and schedules.
- The PM completes all work on Plans, Specs, and Estimates (PSE to prepare project for advertising for bids.
- Consultant may be kept on call for unique projects or if required to complete requested Engineering During Construction (EDC) services, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to capture the best part of the effort and focus that the consultant or in-house design team has just expended in designing the project.

## **PHASE 5 -- CONSTRUCTION**

- PM does all work to advertise project and works with Purchasing Dept for bid opening.
- PM assures an additional supplement to the Master is completed with each Partner giving approval of final funding, based on bid amounts, on a timely basis.
- PM completes all work for construction contract award. PM works with all partners to assure a logical and timely notice to proceed is given. This order to begin work and the contract time period will be based on status of utility relocations, any city requirements, etc.
- PM schedules and prepares for Partnering & pre-construction meeting, assuring the meeting is on the Director and Assistant Director's calendars. PM also assures all the right stakeholders are at the meeting and prepared to launch the construction phase successfully
- Construction proceeds on schedule with Construction Management services provided by County or city partner. PM and project Team assure Partnering principles and spirit (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase.
- PM assures constant communication with customers and other project stakeholders. This may include a construction oriented Public Information Neighborhood Meeting, as well as periodic project newsletters, notices of key construction events or phasing, meeting with neighborhood interests (property owners, schools, churches, businesses, etc). We are interested in not only achieving a high quality end-product, but also in delivering the project in a user-friendly manner.
- PM assures ultimate owner is provided As-builts made from marked-up construction plans.
- PM plans and conducts an After Action Review (AAR) to assess what happened and brainstorm any lesson-learned. If appropriate, this will also be a "partnering success celebration."
- PM conducts one year follow up inspection in conjunction with all applicable stakeholders



**ATTACHEMENT 1**  
**Dallas County Project Delivery Team's**  
**Essential Elements of Utility Partnering**  
**2002**

1. Know the utilities' customers and remember that we have the same customers.
2. Make utilities move only if absolutely necessary to achieve the project purpose.
3. Move only once if the move is, in fact, essential.
4. Get involved with actual field reconnaissance early. Include and engage Project Representatives or Constructibility personnel very early.
5. Get the acquiring agency's Right of Way personnel involved early.
6. Schedule initial Utility Partnering Conference early. Make partnering the theme and the first topic. Do it on the jobsite to increase the effectiveness..
7. Involve and Invite Utility representatives to Neighborhood or Public Meetings.
8. Distribute roadway plans early to get started with the utility planning.
9. Coordinate with all utilities to ensure that one has no negative impact on another. Coordination should ensure that enough right of way is acquired to accommodate all of the facilities.
10. When plans are changed, get them to utility companies promptly. Provide a list of changes for our partners.
11. Communicate with utilities frequently to ensure knowledge of changing personnel and appropriate contact person.
12. Review utility company's plans, comment on the plans and implement the coordination long before fieldwork needs to begin.
13. Do not begin implementing a project schedule without total feedback from all companies.
14. Identify the precise sequence of relocations that need to occur. Many companies are predecessors of other companies' relocations. Communicate this sequence to all utilities and other stakeholders. Ensure that the sequence is streamlined as much as possible.
15. One way of ensuring the streamlining of the sequence is web-based notification when each company is complete or is scheduled to be complete. Scheduling is as important as the sequence.
16. Consider that seasonal shutdown restrictions will have significant and adverse schedule impacts, sometimes up to one year. Also consider that certain times of day are restricted from utility relocation. In addition, develop procedures for emergency situations and learn the appropriate "windows of opportunity" for change-overs, etc.
17. Share accurate information with all companies and see that they share information with each other. Share resources if possible.
18. Communicate the need to follow City Ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
19. Insure that the companies have measures for handling complaints about their work and that they do not inconvenience our mutual customers more than is absolutely essential.

**Remember, O R R !!**

Prepared by Janet Norman and Irv Griffin from input from many stakeholders during numerous partnering sessions in 2001 and 2002. Revised August 22, 2002:

## ATTACHMENT 2

# GUIDELINES FOR ASSURING SMOOTH RELATIONSHIPS BETWEEN LOCAL GOVERNMENTS AND UPRR

- **Start Early Coordination** – Set up a meeting with Steve Marchenke to share project selection lists, to ascertain projects with UPRR impacts. Then on impacted projects, share preliminary designs, invite UPRR to early meetings, such as stakeholder predesign charrettes, public workshops, etc.
- **Work out precisely the location of railroad project impacts**, before contacting UPRR. This speeds the coordination process greatly. Use MAPSCO location, subdivision, and RR Mile Post where ever possible
- **Use the UPRR.com website for a wealth of information, maps, etc.** This can save time in answering questions and can provide much information about UPRR, including points of contact, e-mail and telephone information, instructions, applications, specifications, DOT crossing information, permit requirements, ROW agreements, etc. **Very, very valuable.** Our in-house or consultant designers need to explore this web-site before launching road design whenever there is going to be a RR crossing. Procedures and responsibilities are clearly laid out, as are design guidelines and specifications. Avoid nasty surprises that can impact project costs if not budgeted.
- **Expect the UPRR owned ROW to contain many other utilities (telecommunications, power, pipelines, etc), that you will have to pay to relocate.** These are private easements the utilities have paid for and the project will have to bear the costs of relocation. UPRR is a good source of information on the potential conflicts that you will encounter. Budgeting accurately for these costs will avoid nasty surprises later.
- **Do not even think about changing Exhibit B of the standard agreement.** UPRR has agreements to work out in 23 states, and their lawyers are very vigilant to watch for precedents that might bind UP elsewhere. Work on win-wins in the body of the agreement.
- **Avoid adversarial actions and relationships, instead try the partnering approach.** UPRR will respond in-kind. They desire to maintain integrity in relations with all their communities. Do not presume upon them (e.g., impossible responses on coordination that you failed to start timely, making demands they cannot meet, presuming the worst).
- **Look for ways to forge win-wins, for UPRR and the local community.** Understand that USDOT has a policy since 1992 to reduce at-grade RR crossings by 25%. This puts tremendous pressure on RR's to accomplish this goal. Does your community have a number of little-used crossings? Explore ways to eliminate them and UPRR can do much to meet the needs of your current project.
- **When appropriate, have our attorneys communicate directly with UPRR attorneys.** The key is to have worked out all the coordination we can before that, using the information, contacts and principles described in these guidelines. Then, the Project Manager should stay involved to assure that going down "legal rabbit trails" is avoided whenever possible. If we follow the spirit of win-win, then both sides will have better results, even if our attorneys are involved, as they have to be.
- **When you're in doubt and have searched all the readily available information, call Steve Martchenke, Ken Rouse, or Doug Feagan.** Even though they have large territories to cover, they are never too busy to help you proactively solve a problem and forge a win-win. If you have a "folder number," this will save them much time in looking up the project file information.

Steve Martchenke	817-878-4596
Ken Rouse	281-350-7609
Doug Feagan	402-997-3619



DALLAS COUNTY  
PUBLIC WORKS

April 17, 2002

Mr. James C. Pierce, Jr., P.E.  
Assistant Public Works Director  
Town of Addison  
P. O. Box 9010  
Addison, Texas 75001-9010

Re: Major Capital Improvement Program (MCIP)  
Arapaho Road  
(Addison Road to Surveyor Boulevard)

Dear Mr. Pierce:

I have discussed your request for earlier County participation with Commissioner Jackson. He will look at possible earlier funding, depending upon progress of other project commitments. He has a commitment to another city in a 2004 T-21 project, so there is a chance there could be a delay. If that delay occurs and other funding commitments allow, the Commissioner will consider transferring all or a portion of his \$1,432,812 earlier than FY 2007 (1 October 2006).

We will be tracking funding commitments as we lead and coordinate project development. We will keep you informed, and appreciate your teamwork and spirit of partnering.

Sincerely,

A handwritten signature in black ink, appearing to read "DRH".

Donald R. Holzwarth, P.E.  
Director of Public Works  
Dallas County

DRH:dlc

cc Chris Terry  
Mike Murphy  
Steve Chutcheon

Cc: Commissioner Jim Jackson, Road and Bridge District No. 1  
(original letter attached)  
Alberta Blair-Robinson, P.E., Assistant Director, Engineering & Construction  
Donald L. Cranford, Assistant Director, Transportation Planning



**DALLAS COUNTY**  
**PUBLIC WORKS**

Dallas County MCIP Project Cost Estimation Methodology

Pavement and Drainage <sup>1</sup>	_____
+ Bridge <sup>2</sup>	_____
+ Traffic Signals <sup>3</sup>	_____
+ Street Lighting <sup>4</sup>	_____
+ RR Crossing <sup>5</sup>	_____
<b>= Subtotal (ST1)</b>	_____
+ Inflation (3%/yr ST1 for 6yrs)	_____
+ Materials (2% ST1)	_____
<b>= Construction Cost Total</b>	_____
+ Design cost <sup>6</sup>	_____
+ ROW cost	_____
+ SUE and Utility costs <sup>7</sup>	_____
<b>= Subtotal (ST2)</b>	_____
+ Project Delivery cost(10% ST2)	_____
 <b>= Total Project Cost</b>	 _____

<sup>1</sup> Includes pavement, subgrade, and storm drainage improvements. Bike lanes (two 5ft lanes), sidewalks, and handicap ramps are added if requested on application.

<sup>2</sup> Bridge cost estimate is \$50/sq.ft.

<sup>3</sup> Traffic Signal roadway reconfiguration is \$110,000 for a 6x6 lane intersection; \$99,000 for a 6x4 lane intersection; \$88,000 for a 6x2 lane intersection. Estimates are for NEW traffic signals.

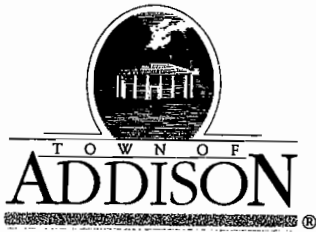
<sup>4</sup> Street Lighting is \$3,520 per light per 200ft.

<sup>5</sup> Railroad crossing is \$161,100 for a 4 lane divided roadway (15ft median); and \$246,300 for a 6 lane divided roadway (50ft median)

<sup>6</sup> Design cost:

\$ 0 - 1 million =	11%	of construction cost
\$ 1 - 5 million =	9.5%	of construction cost
\$ 5 - 25million =	7%	of construction cost

<sup>7</sup> SUE is @ 0 - 2% of construction cost, depending on the number of utilities. Utility cost as stated on application is added



**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

March 7, 2002

Mr. Donald L Holzwarth, P.E.  
Dallas County Director of Public Works  
411 Elm Street, 4<sup>th</sup> Floor  
Dallas, TX 75202

Re: Major Capital Improvement Program (MCIP)  
Arapaho Road – Addison Road to Surveyor Blvd.

Dear Mr. Holzwarth:

The above referenced project has been approved under the MCIP for \$1,432,812 in funds for year 2007.

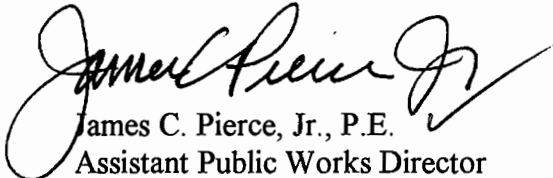
Our schedule for this project is to complete final design in September 2002, complete ROW acquisition in January 2003, complete utility relocation in April 2003, and complete construction in July 2004. This is an aggressive schedule, and could slip some depending upon ROW acquisition. Nonetheless, we believe the project will be complete long before the MCIP funds are available.

This is to request that MCIP funds be made available sooner than 2007 if at all possible. Even partial payments in the earlier years would be appreciated

Your attention to this matter is most appreciated.

Very truly yours,

Town of Addison



James C. Pierce, Jr., P.E.  
Assistant Public Works Director

cc: Chris Terry, Assistant City Manager  
Michael E. Murphy, P.E., Director of Public Works

Jim Pierce

Mike

To: Chris Terry; Michael Murphy; Steve Chutchian  
Subject: FW: Approved Master ILA for County CIP



CIP ILA, Version 13

NOV. APPRO...

Attached is a proposed "master" interlocal agreement that Dallas County is proposing to be used with their new "pay as you go" Capital Improvement Program which begins in 2004. (2004 means that is the year construction can start). We have 2 projects that made the cut - Arapaho Rd, Phase III, and Midway Rd signals upgrade and re-timing. Dallas County would like to have this back signed in January. Jim.

-----Original Message-----

From: Donald Holzwarth [mailto:DHolzwarth@dallascounty.org]  
Sent: Wednesday, November 15, 2000 4:14 PM  
To: jcosby@airmail.net; Jim.Sparks@cedarhilltx.com;  
jpierce@ci.addison.tx.us; mmurphy@ci.addison.tx.us;  
Ncline@ci.carrollton.tx.us; Rwalhood@ci.carrollton.tx.us;  
Sjenkins@ci.carrollton.tx.us; Kgriffin@ci.coppell.tx.us;  
ddybala@ci.dallas.tx.us; pbaugh@ci.desoto.tx.us;  
tjohnson@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us;  
Davisd@ci.farmers-branch.tx.us; MURAWSKJ@ci.farmers-branch.tx.us;  
Jbaker@ci.garland.tx.us; Rwunderlich@ci.garland.tx.us;  
Jmcmeans@ci.grand-prairie.tx.us; rlarkins@ci.grand-prairie.tx.us;  
ttumulty@ci.mesquite.tx.us; Jgodwin@ci.rowlett.tx.us;  
George\_human@cor.gov; henry.drexel@cor.gov; Walter\_ragsdale@cor.gov;  
jangel@irving.lib.tx.us; Jcline@irving.lib.tx.us;  
Publicworksinspector@townofsunnyvale.org;  
townmanager@townofsunnyvale.org  
Cc: discodad@aol.com; ABacchus@dallascounty.org;  
ARobinson@dallascounty.org; BWeems@dallascounty.org;  
CMarek@dallascounty.org; DCranford@dallascounty.org;  
DDavidson@dallascounty.org; ENgwa@dallascounty.org;  
IHicks@dallascounty.org; JCantwell@dallascounty.org;  
JHedge@dallascounty.org; JMears@dallascounty.org;  
JNorman@dallascounty.org; LFisher@dallascounty.org;  
MAIN.SWilson@dallascounty.org; NNew@dallascounty.org;  
SCamarillo@dallascounty.org; SHorner@dallascounty.org;  
CON\_INSP@HOTMAIL.com  
Subject: Approved Master ILA for County CIP

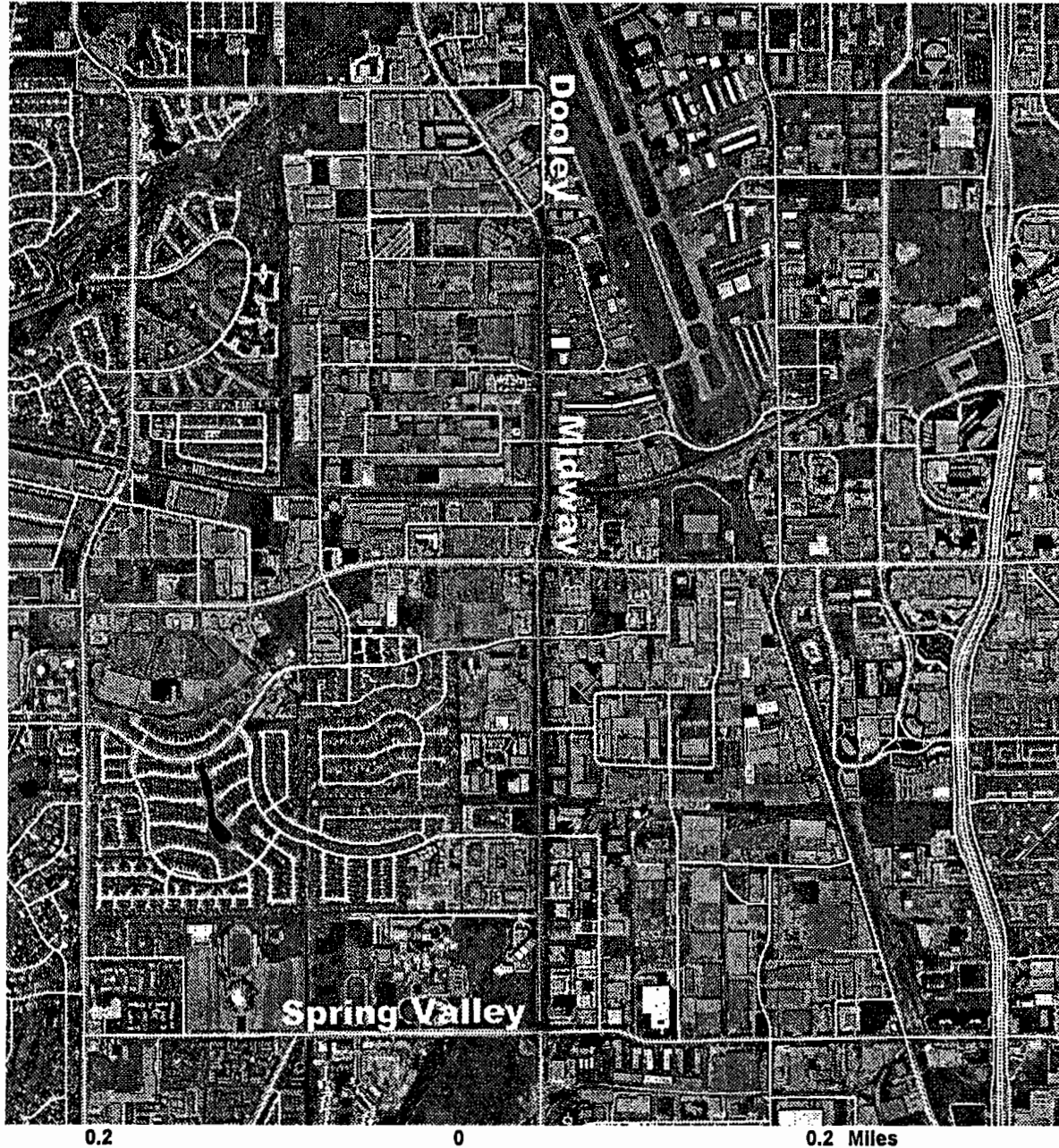
*Meeting is  
being set up  
by S.E.*

Dear Dallas County Parters:

Attached is the version of the Master ILA that was approved by the Commissioners Court on Tuesday, 14 November. We will also send it to you with cover letter by regular mail also. Pls go ahead and start coordination for approval by your City, since this approval is the first step in our getting off to a fast start. We have Kick-off meetings already scheduled (or conducted) with all of you, and the Project Specific Agreements will flow out of that meeting and the Predesign Charrette.

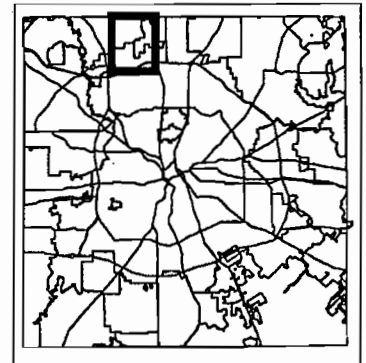
As you will see, we used your input from the Partnering Meeting on 13 October, and have tried really hard to compose an agreement that reflects partnering principles in a 50%--50% cost sharing environment. The document is intended to reflect sound Project Management principles throughout.

See Comments  
from JP on  
Interlocal  
Agree.



# Dallas County

## Major Capital Improvement Plan



Map By:  
Kevin S. Burns  
Chief Cartographer  
Dallas County Public Works

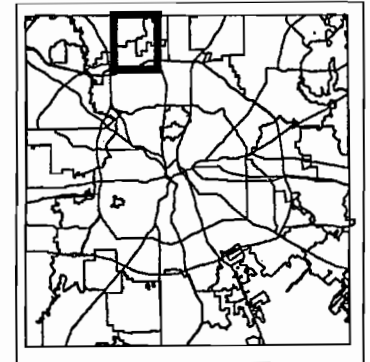
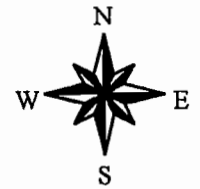




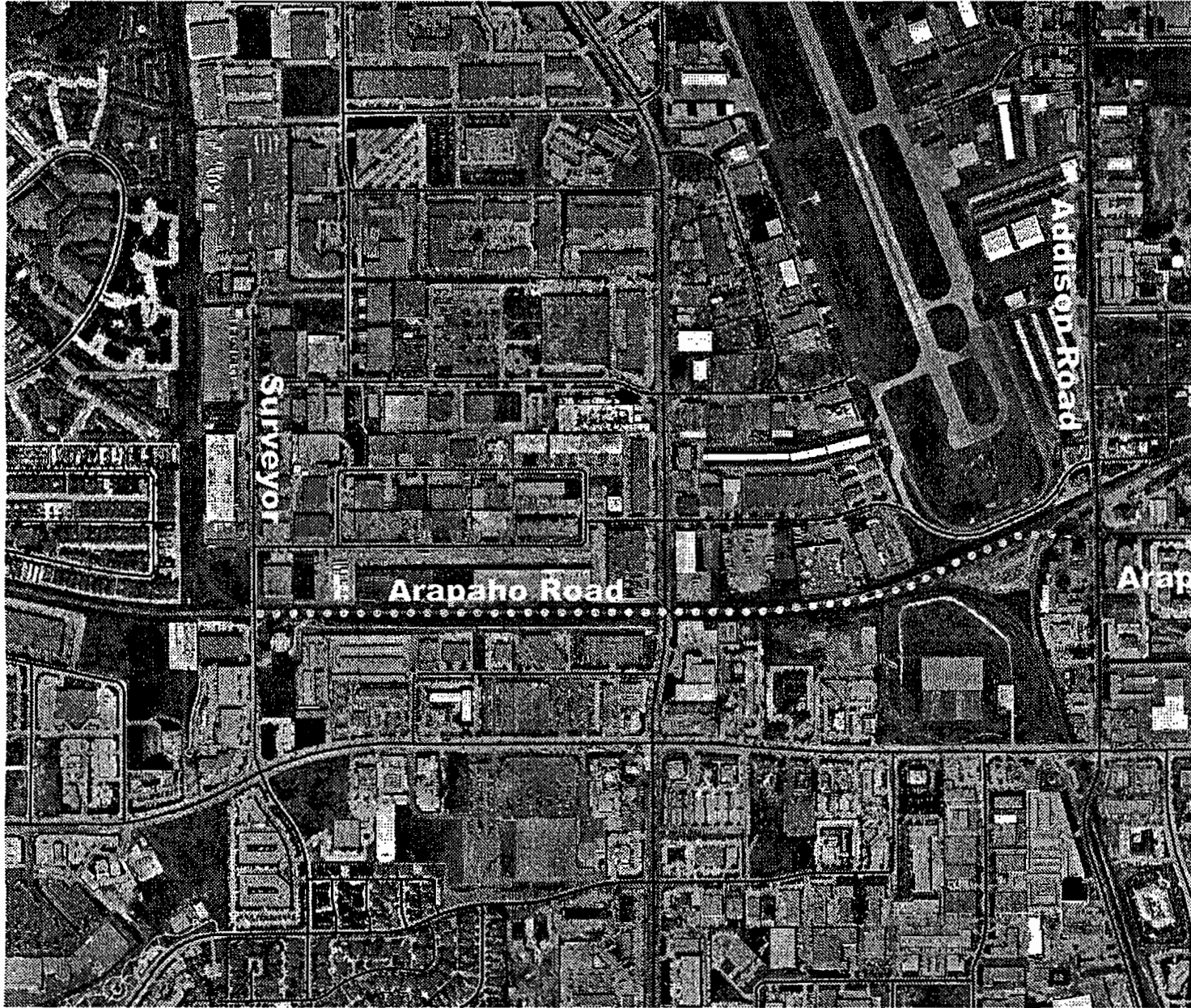
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# Dallas County

Major Capital  
Improvement  
Plan

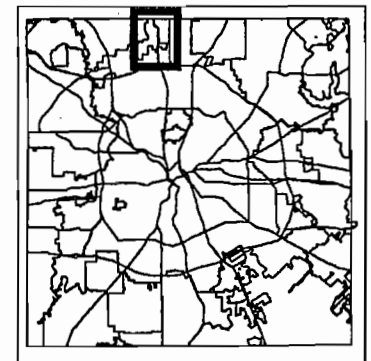
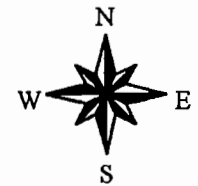


Map By:  
Kevin S. Burns  
Chief Cartographer  
Dallas County Public Works

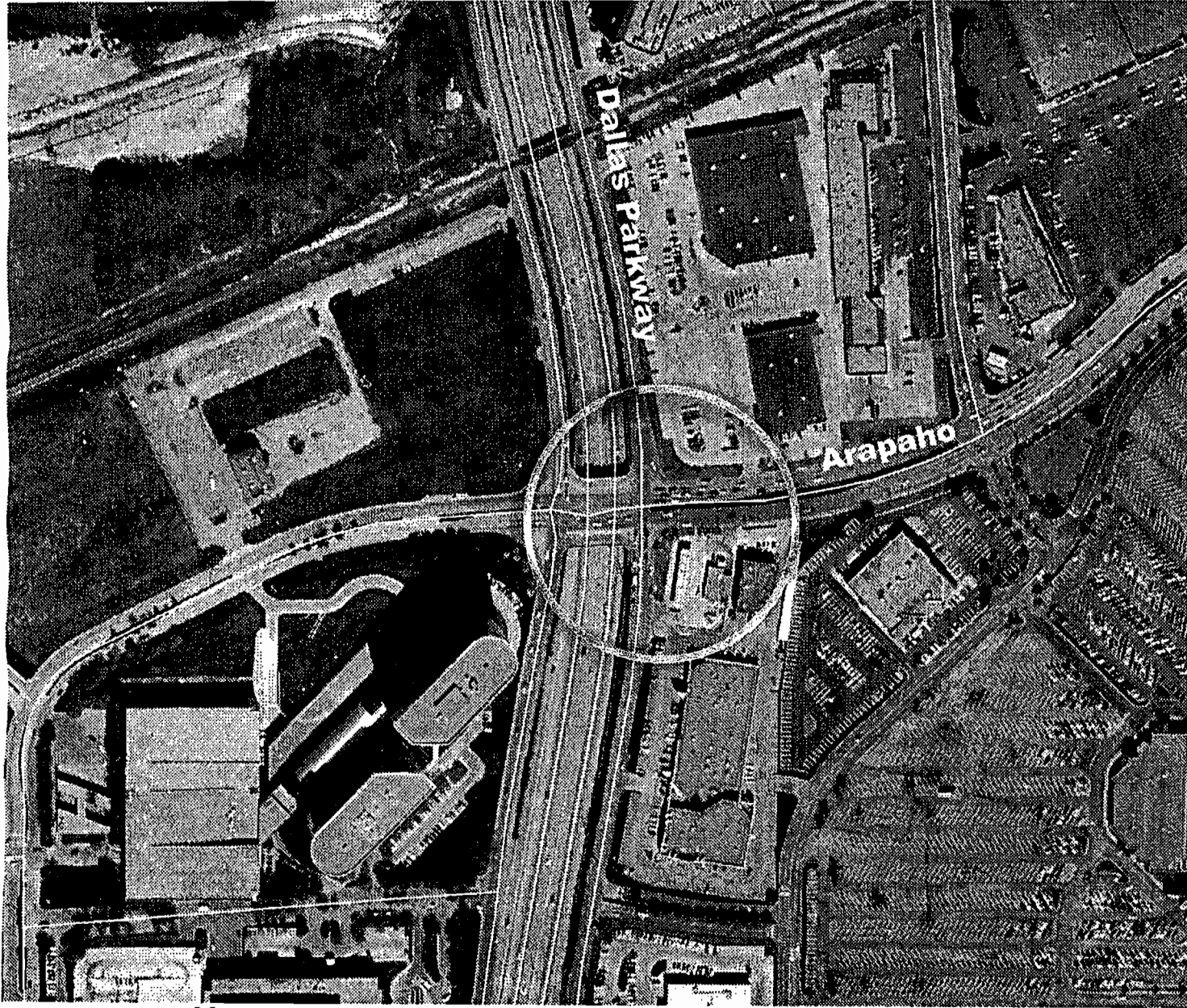


# Dallas County

## Major Capital Improvement Plan



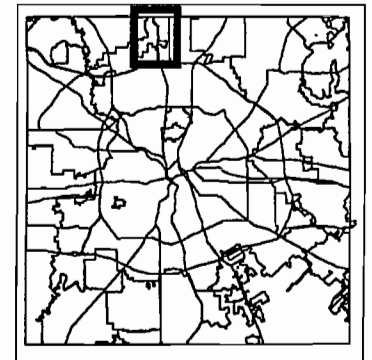
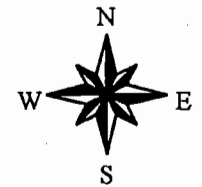
Map By:  
Kevin S. Burns  
Chief Cartographer  
Dallas County Public Works



0.2 0 0.2 Miles

# Dallas County

Major Capital  
Improvement  
Plan



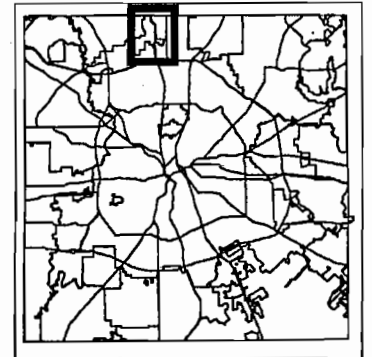
Map By:  
Kevin S. Burns  
Chief Cartographer  
Dallas County Public Works



0.2 0 0.2 Miles

# Dallas County

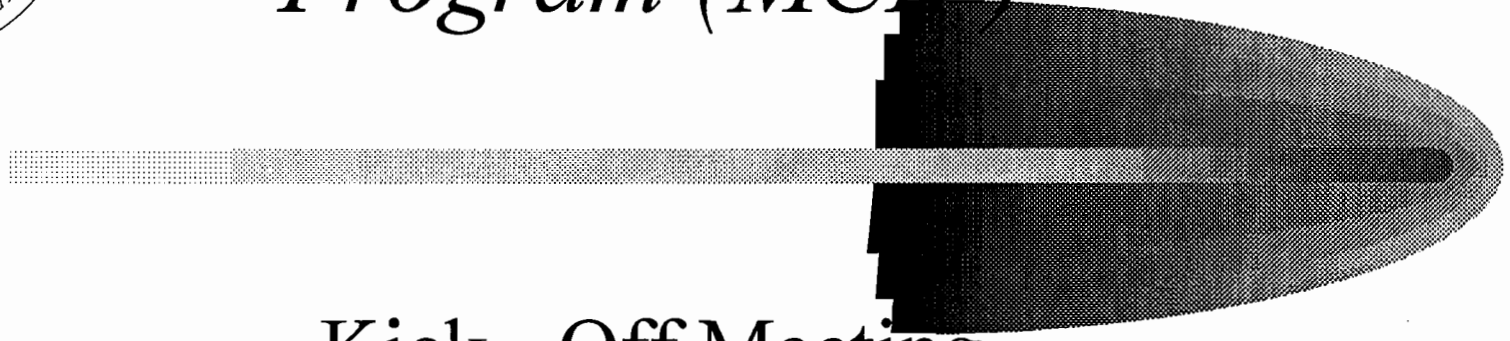
Major Capital  
Improvement  
Plan



Map By:  
Kevin S. Burns  
Chief Cartographer  
Dallas County Public Works



*Dallas County--Public Works  
Major Capital Improvement  
Program (MCIP)*



Kick - Off Meeting

with

City of Addison

December 11, 2000



# *Public Works MCIP*

## *City of Addison*

### *Agenda*

- 
- A decorative graphic element consisting of a horizontal line with a textured, dotted pattern on the left side, transitioning into a solid black arrowhead pointing to the right.
- *Overview of MCIP*
  - *Status of MCIP*
  - *Master ILA*
  - *Implementation and Proposed Schedule of MCIP*
  - *Summary - Initial Identification of Lead Agency and Project Team*



## *Public Works MCIP*

# *Status of the MCIP*

- *Call for Projects- PY 04 and PY 05 - Spring 00*
- *Five Phase Delivery Process - Spring 00*
- *City Partnering Meeting - Oct 13*
- *Approval of MCIP Project by Comm. Court - Oct 17*
- *MCIP ILA Approval by Comm. Court - Nov 14*
- *Submittal of MCIP ILA to Cities - Nov 16*
- *A&E Policy and Procedures Approval - Dec 00*
- *City Approval of MCIP ILA - Jan 01*

*Jan, Feb OK*



# Public Works MCIP Master ILA

• **Lead Agency**

• **Pre-design Charette Meeting**

*Stakeholders, decision makers  
Scope, design criteria, team members*

**MEMORANDUM OF AGREEMENT (MOA) /**

• **PROJECT SPECIFIC AGREEMENT** — *1<sup>st</sup> Supplement to ILA*

• **Project Manager**  
*(Person)*

• *ROW Issue Agreement*

• *Construction Phase Agreement*





## *Public Works - MCIP Implementation and Schedule*

- Execution of the MCIP ILA by City - Jan 01
- Consultant Selections - Jan 01
- Schedule Pre-design Charrette Meeting/ MOA - Jan /Feb 01
- Project Specific Agreements - Feb/Apr 01
- Commence Preliminary Designs - Jan /May 01

*Do we want to move a project  
up?  
Provide our schedule &  
ask to move forward*



Public Works -  
MCIP  
SUMMARY

- **Selection of Lead Agency**
- **Establish Project Team**
- **Designate Project Manager**

STATE OF TEXAS

§

COUNTY OF DALLAS

§

**MASTER AGREEMENT GOVERNING  
TRANSPORTATION  
MAJOR CAPITAL IMPROVEMENT PROJECTS**

**THIS MASTER AGREEMENT** is made by and between the City of \_\_\_\_\_, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter called **MASTER AGREEMENT**, for the purpose of Transportation Improvements on roads inside Dallas County that are on the North Central Texas Council of Government's Regional Thoroughfare Plan.

**WITNESSETH**

**WHEREAS**, pursuant to Court Order 2000-2117, dated October 17, 2000, County Commissioners Court approved participation in Transportation Major Capital Improvement Projects for the Program Years 2004, 2005, and a portion of 2006 within the cities inside Dallas County; and

**WHEREAS**, the approved project lists may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

**NOW THEREFORE, THIS AGREEMENT**, is hereby made and entered into by CITY and COUNTY for the mutual consideration stated herein:

**AGREEMENT**

Article I. **DEFINITIONS**: The following definitions are incorporated into this agreement for all purposes.

- a) **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the MASTER AGREEMENT.
- b) **CITY** shall mean the City of \_\_\_\_\_, County of Dallas, State of Texas.
- c) **COUNTY** shall mean the County of Dallas, State of Texas.
- d) **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include

compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; damage claims; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment and construction. Direct Cost does not include either CITY or COUNTY general overhead.

- e) **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this MASTER AGREEMENT to become effective.
- f) **INDIRECT COSTS** shall mean those costs which have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final project or program cost objective without effort disproportionate to the results achieved.
- g) **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between CITY and COUNTY in accordance with Texas Government Code Chapter 791 .
- h) **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction.
- i) **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.
- j) **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the PREDESIGN CHARRETTE. Said MOA shall at a minimum identify the overall funding scheme, and basic scope of the PROJECT.
- k) **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY, CITY or other STAKEHOLDER as required for right-of-way requirements of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- l) **PREDESIGN CHARRETTE** shall mean a meeting of decision making STAKEHOLDERS and other members of the PROJECT TEAM for the purpose of entering into a MEMORANDUM OF AGREEMENT for the overall funding, alignment and scope of the PROJECT.
- m) **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Team coordination and timely project delivery. There will be only one PROJECT MANAGER assigned to a PROJECT.
- n) **PROJECT TEAM** shall mean representatives from COUNTY, CITY, and other STAKEHOLDERS as may be mutually agreed upon by COUNTY, CITY and STAKEHOLDER or otherwise with responsibility for delivering the completed PROJECT.
- o) **PROJECT(S)** shall mean the road improvements approved by the COUNTY for inclusion in the Transportation Major Capital Improvements Program approved by the Commissioners Court and approved by the CITY and/or other applicable STAKEHOLDERS.
- p) **ROAD or STREET AMENITY** shall mean PROJECT features not included in the STANDARD BASIC PROJECT DESIGN including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the

STANDARD BASIC PROJECT DESIGN or any increase in capacity in excess of COUNTY determined requirements based on anticipated future traffic flow.

- q) **RIGHT OF WAY (ROW)** shall mean that real property, (either existing, or required in fee and/ or easement) identified by COUNTY, CITY, or other project STAKEHOLDER as necessary for the construction of the PROJECT. Such Right-of-way shall include both the existing street, road, drainage or other CITY or COUNTY real property ownership and all additional real property to be utilized for the PROJECT.
- (r) **STANDARD BASIC PROJECT DESIGN** shall mean the standard COUNTY-approved CITY criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding ROAD OR STREET AMENITIES, or such design criteria as may be mutually agreed upon in a project specific SUPPLEMENTAL AGREEMENT.
- (s)(s) **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY as it relates to the PROJECT.
- (t)(t) **STAKEHOLDER** shall mean any governmental or quasi-governmental entity making a financial contribution to the PROJECT.
- (u) **TxDOT** shall mean the Texas Department of Transportation.
- (v) **UTILITIES** shall mean each City Utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or Federal Law or agreement between the entity and the CITY, COUNTY, or STATE OF TEXAS.
- (w) **CITY UTILITY** shall mean those owned or operated by CITY which require relocation or adjustment for the purpose of the construction of the PROJECT as identified by PROJECT plans.
- (x) **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all **UTILITIES** located within the limits of the PROJECT by virtue of Texas or Federal Law or agreement between the entity and the CITY.
- (y) **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all **UTILITIES**, **excluding CITY UTILITIES**, whose facilities are located within the limits of the PROJECT by virtue of satisfactorily documented pre-existing real property ownership.
- (z) **UTILITY BETTERMENT** shall mean any increase in the capacity of any **UTILITY'S** Facility adjusted or relocated as a part of the PROJECT as compared to the existing Facility, or any upgrading of the **UTILITY'S** Facility above the standard practices, devices or materials, specified by the UTILITY and customarily used by CITY or UTILITY on projects solely financed by CITY or UTILITY. Provided, however, that any upgrading necessary to successfully accomplish the PROJECT shall not be considered a **Betterment**, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by CITY or UTILITY . This meaning shall apply to utilities that are part of the project as well as the standard basic street components (See “**STANDARD BASIC PROJECT DESIGN**”).

**Article II. PERIOD OF THE AGREEMENT**

This **MASTER AGREEMENT** becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This **MASTER AGREEMENT** shall be an annual agreement and shall automatically renew without further action by either party unless or until terminated as provided in Article IV (Termination) or the expiration of ten (10) years, whichever shall first occur.

**Article III. AMENDMENTS**

This Master Agreement may be amended with the mutual consent of the CITY and COUNTY. Any amendment must be in writing and approved by the parties' respective governing bodies.

**Article IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE**

**1. TERMINATION**

A. This **MASTER AGREEMENT** may be terminated by any of the following conditions:

a)(1) By expiration of term of the agreement.

b)(2) By mutual written consent and agreement of COUNTY and CITY.

e)(3) By either party, by notice in writing establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Agreement or any **SUPPLEMENTAL AGREEMENT** or failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.

d)(4) By either party with ninety days written notice to the other party.

? B. Should either party terminate this **MASTER AGREEMENT** as herein provided, all existing, fully executed **SUPPLEMENTAL AGREEMENTS** made under this **MASTER AGREEMENT** shall not be terminated and shall automatically incorporate all the provisions of this **MASTER AGREEMENT**. *why have a termination?*

C. In the event that any **SUPPLEMENTAL AGREEMENT** is terminated prior to completion of the PROJECT, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The LEAD AGENCY, to the extent permitted, may terminate all project contracts, unless written notice is given by either party to the other of its intent to complete the PROJECT, and prepare a final accounting for the PROJECT. *and pay for addit project costs?*

D. If the PROJECT is terminated by the CITY prior to the award of any construction contract and the PROJECT is located within the CITY limits, CITY shall pay to COUNTY the full amount expended by COUNTY on the project and COUNTY shall transfer to CITY its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the

final accounting for the PROJECT. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.

- E. Once the construction contract has been let, with the approval of the other party, the **SUPPLEMENTAL AGREEMENT** for that PROJECT cannot be terminated until completion of the construction.
- F. In the event that a PROJECT is terminated either party may, upon written notice, take over the project and prosecute the work to completion by contract or otherwise at their sole cost and expense. In the event that the party completing the work is not the LEAD AGENCY, it is agreed that the PROJECT MANAGER will furnish to the completing party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by completing party in either printed or electronic format or both. The LEAD AGENCY agrees to cooperate with the completing party. The LEAD AGENCY will use its best efforts to transfer to the completing party all contracts. Obligations under such contracts shall become the sole obligation of the completing party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. **Completing party hereby releases the LEAD AGENCY from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date.** LEAD AGENCY shall exercise its best efforts to insure a transition of services without interruption
- G. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- H. Provisions B through G will survive the termination of this **MASTER AGREEMENT** and any **SUPPLEMENTAL AGREEMENT** and shall be a continuing obligation until the transition of services, all payments made and the PROJECTS are complete. All items listed or required in this provision shall be furnished by LEAD AGENCY to completing party without additional cost or expense to completing party.

## 2. **FORCE MAJEURE:**

Neither COUNTY nor CITY shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

## **Article V. INDEMNIFICATION**

COUNTY and CITY agree that both COUNTY and CITY shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this **MASTER AGREEMENT**, without waiving any sovereign or governmental immunity available to either COUNTY or CITY under Texas law and without waiving any available

defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

**Article VI. NOTIFICATION**

A. When notice is permitted or required by this **MASTER AGREEMENT**, it shall be in writing and shall be presumed delivered when delivered in person or three (3) days subsequent to the date placed, postage prepaid, in the U. S. Mail, Certified or Registered, Return Receipt Requested and addressed to the parties at the following address.

B. All notices and correspondence to County by City shall be mailed or delivered by hand as follows:

Dallas County Public Works  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, Suite 400  
Dallas, Texas 75202-3389

C. All notices and correspondence from County to City shall be mailed or delivered by hand as follows: [Title of Appropriate City Official]

\_\_\_\_\_  
City, Texas

D. Either party hereto may from time to time designate another and different address for receipt of notice by giving written notice of such change of address to the other party.

**Article VII. CITY COVENANTS AND AGREES AS FOLLOWS:**

A. To execute the necessary agreements for the implementation of design and construction of the **PROJECTS** mutually agreed upon and incorporated herein by **SUPPLEMENTAL AGREEMENT**.

B. Provide City Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet **PROJECT** funding for each milestone as specified herein or in a **SUPPLEMENTAL AGREEMENT**.

C. **CITY** agrees to share the funding of each **PROJECT** with **COUNTY** on an equal share basis (50%/50%), or as otherwise agreed upon cost sharing arrangement as specified in a **SUPPLEMENTAL AGREEMENT** with the following exclusions:

**CITY shall bear the entire cost of:**

1. **CITY** owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;



2. ROAD or STREET AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the STANDARD BASIC PROJECT DESIGN;
3. UTILITY BETTERMENTS and ROAD or STREET AMENITIES.
4. CITY PROJECT TEAM participation or project management (if the CITY has LEAD AGENCY Responsibility) Direct Costs which are not supported by a detailed hourly accounting system;
5. CITY Indirect Costs.

When mutual written agreement has been reached as to PROJECT limits by COUNTY and CITY at the Predesign Charrette, City agrees to acquire right-of-way required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required right of way. CITY agrees to fund ROW not acquired but reasonably expected to be. CITY also agrees to fund the removal of improvements that are encroachments within existing or proposed right of way areas.

In the event of any proposed use of the PROJECT right-of-way that will conflict with the proposed PROJECT and CITY is unable to obtain such right-of-way as described above, CITY shall notify COUNTY of such conflict. COUNTY and CITY shall determine if the acquisition of the conflicting parcel would be in the best interest of the PROJECT. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

CITY hereby grants the COUNTY authority to enter into eminent domain proceedings within the city limits on each specific right of way alignment as approved by the CITY and COUNTY.

- D. D.—To require all Utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation Project. CITY Utilities shall be relocated or adjusted at no cost to COUNTY except as may be specifically set forth in this **MASTER AGREEMENT**.
- E. CITY agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize cost and delay of PROJECT. Additional PROJECT cost caused or contributed to by CITY ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by CITY.
- F. CITY shall require the adjustment and/or relocation of UTILITIES to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent PROJECT schedule delays. Notwithstanding anything contained herein to the contrary, all UTILITIES shall be adjusted or relocated and the right-of-way clear for construction not later than thirty (30) days prior to the award of the construction contract. CITY will notify the COUNTY and other STAKEHOLDERS when utility conflicts would impact progress of the project completion. COUNTY and CITY agree to work in partnership and with all STAKEHOLDERS to solve the problem to include helping to engage elected officials in

the problem resolution with the goal to prevent delays in the commencement or prosecution of construction on the PROJECT.

- G. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY and COUNTY approval, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding one hundred percent (100%) of any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the Utility Owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY'S failure to timely relocate or adjust the facility shall be at the entire cost of CITY.
- H. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.
- I. To provide to COUNTY for COUNTY'S or COUNTY'S designee use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY to be required for the completion of the PROJECT. Additionally, CITY shall furnish COUNTY, at no cost, such documents as necessary to keep all items previously furnished to County current.
- J. Actively participate and provide authorized representation with decision making power at PREDESIGN CHARRETTE, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- K. CITY agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE as a part of the PROJECT schedule. City further agrees that if no review notes are submitted by CITY in writing to COUNTY on a timely basis, plans are approved as submitted.
- L. City agrees that it will pay all additional project cost for any CITY requested discretionary change, including, but not limited to STREET AMENITIES AND UTILITY BETTERMENTS, in or addition to the design or construction of the project subsequent to the City opportunity to review the sixty five percent (65%) design plans.
- M. Provide at CITY's cost for the continuing maintenance of all PROJECT ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.

- N. Subsequent to the completion of a PROJECT, that the CITY will be responsible for all future maintenance, operation and control of the PROJECT, without cost or contribution from the COUNTY.
- O. Bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the **STANDARD BASIC PROJECT DESIGN** and other ROAD OR STREET AMENITIES specified or requested by CITY in excess of **STANDARD BASIC PROJECT DESIGN** .
- P. It is the intent of this MASTER AGREEMENT that the COUNTY will be the LEAD AGENCY. In the event that the CITY and COUNTY agree in writing that CITY will manage and administer one or more PROJECTS, CITY and COUNTY will enter into a **SUPPLEMENTAL AGREEMENT** as to that project(s). In such instance, CITY agrees to assume all LEAD AGENCY responsibilities except as may be set forth in the **SUPPLEMENTAL AGREEMENT** as determined by mutual consent.

**Article VIII. UTILITY IMPACTS.**

- A. In cases where a UTILITY IS LOCATED IN A PRIVATELY OWNED RIGHT-OF-WAY, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated project, the COUNTY (or CITY if acting as the LEAD AGENCY) will, after submission by utility company of right of way documentation and cost estimates acceptable to the CITY, COUNTY and other STAKEHOLDERS, assign the actual costs for the relocation and/or adjustment of said utility to the PROJECT.
- B. In cases where a UTILITY IN PUBLIC RIGHT-OF-WAY, excluding CITY UTILITIES, occupies any portion of the PROJECT RIGHT-OF-WAY by Texas or Federal Law or by agreement with the CITY that allows or permits the CITY to cause the relocation of the utility for the construction of the project, the CITY shall timely require and enforce the relocation or adjustment requirement at no cost to the project. In the event that the CITY has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. CITY shall take all steps necessary to insure that such relocation or adjustment shall not conflict with or delay the PROJECT schedule.

**Article IX. COUNTY AGREES AS FOLLOWS:**

- A. To provide as a PROJECT Cost preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement. Such preliminary engineering shall be submitted to the CITY for approval, prior to proceeding with the final design and any right of way acquisition.
- B. To provide as a PROJECT Cost for the construction of transportation improvements based upon design criteria conforming to **STANDARD BASIC PROJECT DESIGN** in conformity with applicable CITY ordinances and standards, to the extent of

Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this **MASTER AGREEMENT** shall be utilized unless otherwise mutually agreed by **SUPPLEMENTAL AGREEMENT**.

- A.C. To actively participate and provide authorized representation at PREDESIGN CHARRETTE , preconstruction meeting, partnering meetings and project team meetings which are necessary to project development and completion and fiduciary relationships.
- D. To provide project management of each Project where County is LEAD AGENCY from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine project management roles as beneficial to the PROJECT as defined in the MOA and SUPPLEMENTAL AGREEMENTS.
- E. Upon receipt of written request detailing the information requested, to provide information related to the PROJECT to CITY or CITY'S designee at no cost to the CITY.
- F. COUNTY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by COUNTY (if CITY is filling the role as PROJECT MANAGER) in writing to CITY, plans are approved as submitted. "Timely review" will be agreed upon during the PREDESIGN CHARRETTE, as part of the project schedule.
- G. To submit final engineering plans for review and written approval by CITY at least thirty (30) days prior to advertising for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible as a PROJECT cost.
- I. To require all contractors to secure all necessary permits required by CITY on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of CITY within <sup>2</sup>twelve (12) months upon completion and acceptance of the transportation improvement PROJECT.
- K. In and for Ten Dollars (\$10.00) and other good and valuable consideration, including the future obligation of maintenance, operation, control and acceptance of liability therefor to transfer, by Quit Claim Deed, all PROJECT related easements acquired by COUNTY to CITY.
- L. In the event COUNTY and CITY agree in writing that CITY will be the LEAD AGENCY for the agreed upon PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article XI (FUNDING) in an amount not to exceed the PROJECT cost as approved by Dallas County Commissioners Court and incorporated in the SUPPLEMENTAL AGREEMENT. All COUNTY payments shall be in accordance with COUNTY Policies and Procedures or as may be mutually agreed between the parties and incorporated in a SUPPLEMENTAL AGREEMENT.

## **Article X. PREDESIGN CHARRETTE**

- A. CITY and COUNTY, as specified in Articles VII and IX, respectively, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location. At least part of this meeting will be conducted on the PROJECT site.
- B. Results from Predesign Charrette will identify the general project scope and the general preferred alignment of the project, and project administration and management roles, to include the PROJECT MANAGER. Additionally, key project team participants shall be identified at the Predesign Charrette .
- C. At the conclusion of the Predesign Charrette a **SUPPLEMENTAL AGREEMENT** shall be produced which outlines the identified roles and scope for the Project.

## **Article XI. FUNDING**

- A. CITY and COUNTY mutually agree to proportionately fund the DIRECT PROJECT & PROGRAM costs as agreed by the parties in a SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, COUNTY shall bear fifty percent (50%) of the total DIRECT PROJECT & PROGRAM costs excluding the ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT. COUNTY shall not be responsible for any amount of funding in excess of the PROJECT not-to-exceed amount as shown in the PROJECT SUPPLEMENTAL AGREEMENT. Unless otherwise specified in the SUPPLEMENTAL AGREEMENT, CITY shall bear fifty percentage (50%) of all DIRECT PROJECT AND PROGRAM costs. In addition City agrees to fund all other City cost as provided herein, including, but not limited to, ROAD OR STREET AMENITIES, relocation or adjustment of CITY UTILITIES, UTILITY BETTERMENT, INDIRECT COST, DIRECT COST not supported by detailed hourly accounting system and other items as specified in this MASTER AGREEMENT or any SUPPLEMENTAL AGREEMENT.
- B. Unless otherwise stated in a SUPPLEMENTAL AGREEMENT, the milestones for each project shall be (1) preliminary and primary design (2) right-of-way acquisition and utility relocation or adjustment and (3) construction. The LEAD AGENCY shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to insure that the LEAD AGENCY will have sufficient funding available from current revenue for the timely payment of PROJECT milestone costs. The LEAD AGENCY may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and all the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein or in any SUPPLEMENT AGREEMENT, neither party will be required to award any contract until written certification has been received that funding for the project has been certified in writing to have been placed

Send to Randy

in escrow or encumbered for the payment of the non-awarding party's portion of the PROJECT cost.

- C. In the event that the cost of the PROJECT shall exceed the not-to-exceed amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the PROJECT at the agreed upon cost share percentages. At the termination of the PROJECT, the LEAD AGENCY will do a final cost accounting of the PROJECT. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the LEAD AGENCY will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoices for actual costs expended in accordance with COUNTY invoicing policy.
- E. Upon execution of a SUPPLEMENTAL AGREEMENT, CITY shall escrow an amount adequate for initial project costs which COUNTY may use to pay for initial professional services required for scoping, preliminary, and primary design.

**Article XII. NO THIRD-PARTY BENEFICIARY ENFORCEMENT.**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all right of action relating to such enforcement shall be strictly reserved to CITY and COUNTY and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person on this Agreement. It is the express intention of CITY and the COUNTY that any entity other than CITY or the COUNTY receiving services or benefits under this agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the agreement parties.

**Article XII. RIGHT OF ENTRY**

The CITY agrees that COUNTY shall have the right to enter upon the PROJECT area for the time period necessary for the completion of the Project. CITY agrees to furnish such police or other CITY personnel as requested BY COUNTY for traffic control or other public safety matters at no cost to the PROJECT or COUNTY.

**Article XIV. LIST OF PROJECTS**

CITY agrees that it has been furnished with a list of the potential PROJECTS as approved by the Dallas County Commissioners Courts, subject to the agreement between the parties of a SUPPLEMENTAL AGREEMENT. CITY stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential PROJECT location and describes the type of project in sufficient detail that the CITY is fully aware of the location and type of projects being considered.

The City of \_\_\_\_\_, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 200\_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF \_\_\_\_\_

COUNTY OF DALLAS

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
LEE JACKSON, COUNTY JUDGE

ATTEST \_\_\_\_\_  
CITY SECRETARY \ ATTORNEY

APPROVED AS TO FORM:

\_\_\_\_\_  
John Dahill, Advisory Chief, Civil Section  
Dallas County District Attorney

Jim Pierce

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**From:** Donald Holzwarth [DHolzwarth@dallascounty.org]  
**Sent:** Thursday, October 19, 2000 3:49 PM  
**To:** jcosby@airmail.net; Jim.Sparks@cedarhilltx.com; Michael Murphy; Ncline@ci.carrollton.tx.us; Rwalhood@ci.carrollton.tx.us; Sjenkins@ci.carrollton.tx.us; Kgriffin@ci.coppell.tx.us; ddybala@ci.dallas.tx.us; pbaugh@ci.desoto.tx.us; tjohnson@ci.desoto.tx.us; dschwartz@ci.duncanville.tx.us; Davidd@ci.farmers-branch.tx.us; MURAWSKJ@ci.farmers-branch.tx.us; Jbaker@ci.garland.tx.us; Rwunderlich@ci.garland.tx.us; Jmcmeans@ci.grand-prairie.tx.us; rlarkins@ci.grand-prairie.tx.us; ttumulty@ci.mesquite.tx.us; Jgodwin@ci.rowlett.tx.us; George\_human@cor.gov; henry.drexel@cor.gov; Walter\_ragsdale@cor.gov; jangel@irving.lib.tx.us; Jcline@irving.lib.tx.us; Publicworksinspector@townofsunnyvale.org; townmanager@townofsunnyvale.org  
**Cc:** discodad@aol.com; ABacchus@dallascounty.org; ARobinson@dallascounty.org; BWeems@dallascounty.org; CMarek@dallascounty.org; DCranford@dallascounty.org; DDavidson@dallascounty.org; ENgwa@dallascounty.org; IHicks@dallascounty.org; JCantwell@dallascounty.org; JHedge@dallascounty.org; JMears@dallascounty.org; JNorman@dallascounty.org; LFisher@dallascounty.org; MAIN.SWilson@dallascounty.org; NNew@dallascounty.org; SCamarillo@dallascounty.org; SHorner@dallascounty.org; CON\_INSP@HOTMAIL.com  
**Subject:** Partnering Meeting Follow-up

I want to thank all of you for your excellent participation. The feedback I am getting from you is that the 4 hours was time well spent. We view it as an investment in forging effective relationships that assure better project delivery to our joint customers. The CIP list did pass the Commissioners Court on Tuesday, without comment, so we are in great shape. We are already calling to set up the first "Kick-off" meetings with each of you, in the next weeks. We can discuss roles and goals, and get this new CIP rolling. I hope to have the revised IIA out to you soon, with the changes we talked about incorporated.

Thanks

Don Holzwarth



## Jim Pierce

---

**From:** Michael Murphy  
**Sent:** Wednesday, October 11, 2000 4:09 PM  
**To:** Jim Pierce  
**Subject:** FW: Partnering Session on new Dallas County CIP



County-Cities  
Partnering, 13 O...

Mike  
Michael E. Murphy, P.E.  
Director of Public Works  
Town of Addison  
(972) 450-2878

-----Original Message-----

**From:** DHolzwarth@dallascounty.org [mailto:DHolzwarth@dallascounty.org]  
**Sent:** Wednesday, September 20, 2000 4:11 PM  
**To:** jcosby@airmail.net; ddybala@bigtex.ci.dallas.tx.us;  
Jim.sparks@cedarhill.tx.com; Jbaumgartner@ci.addison.tx.us;  
Ncline@ci.carrolton.tx.us; Rwalhood@ci.carrolton.tx.us;  
Sjenkins@ci.carrolton.tx.us; Kgriffin@ci.coppell.tx.us;  
pbaugh@ci.desoto.tx.us; tjohnson@ci.desoto.tx.us;  
dschwartz@ci.duncanville.tx.us; Davis@ci.farmers-branch.tx.us;  
murawski@ci.farmers-branch.tx.us; Jbaker@ci.garland.tx.us;  
Rwunderlich@ci.garland.tx.us; Jmcmearns@ci.grand-prairie.tx.us;  
rlarkins@ci.grand-prairie.tx.us; Jcline@ci.irving.tex.us;  
ttimulty@ci.mesquite.tx.us; Jgodwin@ci.rowlett.tx.us;  
George\_human@cor.gov; Steve\_spanos@cor.gov; Tom\_stone@cor.gov;  
Walter\_ragsdale@cor.gov; jangel@irving.tex.us;  
Publicworksinspector@townofsunnyvale.org;  
townmanager@townofsunnyvale.org  
**Cc:** discodad@aol.com; ABacchus@dallascounty.org;  
ARobinson@dallascounty.org; CMarek@dallascounty.org;  
DCampagna@dallascounty.org; DCranford@dallascounty.org;  
DDavidson@dallascounty.org; DKeesey@dallascounty.org;  
DMcswain@dallascounty.org; ENgwa@dallascounty.org;  
JHedge@dallascounty.org; JMears@dallascounty.org;  
JNorman@dallascounty.org; MAIN.SWilson@dallascounty.org;  
MDavis@dallascounty.org; NNew@dallascounty.org;  
SCamarillo@dallascounty.org; SHorner@dallascounty.org;  
Ivan.Nicodemus@DLSCMAQ.com; Jack.Loggins@DLSCMAQ.com;  
CON\_INSP@HOTMAIL.com  
**Subject:** Partnering Session on new Dallas County CIP

Partners of Dallas County Steve Public Works,

We are inviting you to attend a partnering meeting to discuss the upcoming Capital Improvement Program (CIP) for Dallas County. I have talked to you before about the changes we are making with our implementing our Strategic Plan and our new "5-phase Project Delivery System" and by the 13th of October, we will have the first Program Years of our CIP selected by the Commissioners Court. These projects, all to be cost shared at 50%--50%, will be the first to be started with a goal of getting them into

construction during the Program Year, either 2004 or 2005. The goal of the partnering meeting is to bring you up to speed on the state of the process as well as the projects selected. We will get your input on the ILAs we will jointly develop and use, on the process and contract for design consultant selection, and in general on the entire project delivery process we plan to use. Our basic theme is to use partnering principles throughout the life of the project ? from planning through design and ROW and then through construction. The session will be at the County's Health and Human Services Building at 2377 Stemmons. We will give you the exact room later. It will go from ~0930 until 2:00 pm and we will give you a way to order a box lunch. Pls get this to other key people in your organization if you want them to attend. I expect about 15 - 20 Dallas County people there, and you can bring as many as you want, just let us know ahead.

This will be a great way to get our new CIP partnering off to a smooth start and to get your input on how to make it a better process and partnership.

Look forward to seeing you there.  
Don Holzwarth

**DALLAS COUNTY  
PUBLIC WORKS**

**CAPITAL IMPROVEMENT PROGRAM**

**5 PHASE  
PROJECT DELIVERY SYSTEM**

**October 13, 2000**

## PHASE 1 -- PLANNING & PRELIMINARY DESIGN

### **STEP ONE, PROJECT DEFINITION**

- A start with analysis that precedes selection of projects for County's CIP for a given Program Year. Analysis will include risk assessments from various perspectives -- political, Right of Way, utilities, technical, funding, safety, environmental, and traffic factors.
- After PY selections are made, Initial Interlocal Agreement (ILA) is coordinated and signed between Cities, County and any other stakeholders. The goal will be to include city partners who are totally committed to the projects they submit, and are willing and able to be cost sharing partners in all phases, to include design, whenever feasible. We will also explore roles for each stakeholder all focused on assuring timely project delivery. We will clearly define Project Management and total team responsibilities. We intend to use Partnering Principles of Trust, Commitment, and Shared Vision throughout the life of the project.
- A Pre-design Charrette may be planned and executed with all stakeholders (Cities, utilities, County, any private parties or other decision-makers), dependent upon project complexity and number of unknowns. This will include an orientation walk-thru of the project site, which includes right of way assessment. We will highlight specific City zoning and other ROW requirements.
- An initial contract will be signed with the best qualified consultant to either perform the entire preliminary design, or participate in Phase 1 as a liaison etc. If signed before the Charrette, the consultant will participate in that event.

## **PHASE 1 -- PLANNING & PRELIMINARY DESIGN**

### **STEP TWO, PRELIMINARY DESIGN**

- Decision on use of Subsurface Utility Engineering (SUE) will be made after the Charrette, before initiating design. SUE determination should take funding sources into account. Hopefully our partners, including utilities, will be willing to participate. This information will be critical for designers to use as they launch the design.
- County, city, or joint team of in-house designers or selected A/E firm begins initial design. Objective is to resolve all alignment issues, in close partnership with all stakeholders. Preliminary surveying requires estimating centerline and ascertaining existing ROW. County PM and Inspectors will assure an effective Constructibility Review is completed. In most projects a consultant will be brought in as early as possible in Phase I with the possibility for an amendment to the contract after concept design is complete. City partners will be involved in the selection process. The decision to amend the contract for completion of the Primary Design will be made after an interim evaluation is completed using the County's consultant evaluation system.
- Phase 1 ends with approved preliminary alignment and profile and preliminary sizing of bridges and drainage structures along with SUE determination. Preliminary environmental or permitting investigations will have begun. Basically the level of effort will approximate that required of the Preliminary Schematic and Environmental Assessment Phase that currently is required on the STP/MM projects.

## **PHASE 2 -- PRIMARY DESIGN**

- Negotiation of amendment to contract with consultant for Primary Design is the initial task, with Scope of Work now well defined by all Phase 1 effort and includes geo tech, utility analysis or SUE early in the process. Part of negotiations includes definitive delivery dates for various phases and reviews.
- Consultant works closely with all stakeholders -- under the guidance and direction of the County PM, in a partnering mode. Any available internet-based Project Management tools, including extranets, will be used to optimal effect during the life of the project.
- Constructibility reviews will be incorporated at key points during design.
- Environmental analyses and neighborhood public workshops are to be included during this phase.
- Traffic and Utilities data will be considered in design, with data from partner city, County, NCTCOG, or consultant. Agreed upon level of S.U.E. will be key input into design details.
- Any required environmental impact analysis will be included in this phase. Common sense will be used to address significant issues without wasting time on clearly unimportant areas. The goal is to execute environmentally sustainable development that improves the overall quality of life of our joint customers, the transportation users and citizens of Dallas County and the partner city.
- Early involvement on ROW issues will be important, and early provision of ROW documents will be a critical milestone of the design contract.
- PM completes interim evaluation of consultant

### **PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION**

- Begins with the delivery of the R-O-W documents to the County by the consultant. Standards and scheduling will be clearly spelled out in writing within Consultant's contract. County or City ROW functional manager works to assure efficient execution of ROW planning and execution services, as part of the Project Matrix Team. This includes management of ROW Services IDIQ contract, if this delivery tool is used.
- County or City Project Manager monitors and tracks progress. Resolves issues as they develop, keeping all stakeholders in the net, using e-tools and networking. Any available internet-based Project Management tools, including extranets, will be used to optimal effect during the life of the project.
- ROW acquisition begins, using in-house or ROW consultant on IDQ contract. PM works closely with ROW functional people to assure all acquisition activities stay on track, issues are brought to conclusion, logical design changes are made, etc. PM uses Matrix Team and assures appropriate leadership required to assure project delivery dates are met.
- County decides, in consultation with other stakeholders, the packaging of the construction contract (early enough to preclude re-work by consultant).
- Consultant to make minor changes resulting from property owner requests.
- Design consultant completes work on provided schedule, however, in rare instances may be asked for expert testimony at Eminent Domain hearings.
- County and Partners evaluate Consultant using standard evaluation system. Consultant is given opportunity to evaluate County's project management process, also.

## **PHASE 4 - ROW & Utility Adjustment**

- ROW acquisition is carried to completion.
- We will use partnering principles as well as results of S.U.E. to assure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates.
- County or City Project Manager tracks and resolves issues and work and schedules, using Matrix Team.
- All work is done to prepare project for letting (Ready to Advertise).
- City works as part of Matrix Team to expedite utility relocations.
- Consultant may be kept on call for unique projects or if required to complete requested Engineering During Construction (EDC) services, such as shop drawing submittal review.



## PHASE 5 -- CONSTRUCTION

- Project is advertised and bids opened.
- Final Supplemental City County Agreement is completed with each Partner giving approval of final funding on a timely basis.
- Construction contract is awarded and notice to proceed is given.
- Partnering & pre-construction meeting scheduled, planned, and executed with key stakeholders in attendance.
- Construction proceeds on schedule with Construction Management services provided by County or city partner. Partnering principles and spirit of Partnering (Trust, Commitment, and Shared Vision) are maintained throughout the project construction phase.
- As-builts are provided for ultimate owner from marked-up construction plans.
- Project is formally turned over to the City for maintenance.
- Evaluations are completed in final form on consultant, using interim evaluation results.
- **Close out project report including lessons learned. These will be captured by using an After Action Review (AAR) session with the entire Project Matrix Team.**
- Conduct one year follow up inspection in conjunction with all applicable stakeholders



**DALLAS COUNTY**  
**PUBLIC WORKS**

**DALLAS COUNTY**  
**COMMISSIONERS COURT**

**00 OCT -4 PM 3:45**

October 4, 2000

**MEMORANDUM**

**To:** Commissioners Court  
**From:** Donald R. Holzwarth, P. E., Director of Public Works  
**Subject:** Major Capital Development Program  
Selection of Transportation Projects for Funding

**Background**

In Spring of 1999 the Commissioners Court began the process of identifying, evaluating and selecting transportation improvements to be funded through the Major Capital Development Fund with a "Call for Projects" issued to the cities for participation funding in TEA-21 projects. Selection of the TEA-21 projects was finalized in November 1999. The Attachment includes listings of the selected TEA-21 projects by District.

In December 1999 the Court issued a Call for Projects to the cities to identify candidate Thoroughfare improvement projects for potential County funding. In this Call the cities were asked to commit to cost participation with the County on a 50%-50% basis. Candidate projects were accepted for consideration until March 2000. Between March and July 2000 County staff and the consulting firm of Kimley-Horn together with NCTCOG performed extensive data validation and technical evaluation of the 86 candidate projects submitted by 18 cities. The final results of the evaluations were presented to the Court on July 11, 2000.

Since July 2000 the Court and County staff have been reviewing the evaluation results with the cities, confirming city and District priorities, resolving scope and cost participation with the cities, and assessing risk, schedule and constructability to firm up final recommendations for funding. The Attachment includes projects recommended for Thoroughfare funding in each District.

Throughout this process the Commissioners and staff have worked with our partners to identify candidate "Major Impact" projects. A number of potential Major Impact projects have been identified and are currently under review for future consideration. At this time, only Commissioner Mayfield has confirmed his recommendation for one project to be funded in Major Impact category: Mountain Creek Parkway. This project is shown under District 4 in the Attachment.

Parallel to the project selection process the Commissioners Court and the Office of Budget and Evaluation have worked to develop and approve funding forecasts for the Major Capital Development Fund. The current funding forecasts for the Transportation elements (TEA-21, Thoroughfare and Major Impact) are shown by District in the Attachment.

The first page of the Attachment summarizes the funding forecasts and the recommended project totals for the entire Program. The Summary also includes four estimates providing a range of potential Administrative costs which must be funded in addition to the project costs.

**Financial Impact**

The total project and administrative costs recommended in the Attachment are within the total Transportation funding forecast for the Major Capital Development Fund. Funding distribution is held equal among the four Districts. The Major Impact funding in each District is left unallocated to projects except in District 4.

The project funding shown in the Attachment will obligate approximately 77% of the available funds for FY 2004 and FY2005, excluding administrative costs. The percentage of available funds obligated drops to approximately 53% in FY 2006 and approximately 18% in FY 2007. No funding would be obligated beyond FY 2007.

Final selection of the recommended projects as listed in the Attachment is in accordance with Major Capital Development Fund Policy.

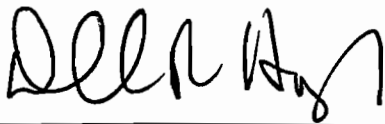
**Schedule**

Approval of the recommended projects identified in the Attachment will permit staff and our partner cities to initiate development of necessary Interlocal Agreements and begin the implementation of these projects. A "partnering" workshop hosted by Dallas County Public Works is scheduled for Friday, October 13<sup>th</sup> to discuss the project development process and the initial joint development stages. Projects listed in the Attachment are shown in the target Program Year (planned construction start year).

**Recommendation**

The project selection process is near completion for the Thoroughfare portion of the Major Capital Development Program. While minor adjustments in these recommended projects can be expected and additional projects will be selected in the future for all three categories of funding (TEA-21, Thoroughfare and Major Impact) staff recommends that the Commissioners Court approve the projects identified in the Attachment for funding in the Major Capital Development Fund. If the Court concurs a Court Order to approve the recommended projects will be prepared for the Court's consideration on it's next scheduled formal agenda.

Approved By:



---

Donald R. Holzwarth, P. E.  
Director of Public Works

Attachment

## FIVE PHASE PROJECT DELIVERY SYSTEM

PHASE	COUNTY	CITY(IES)	CONSULTANT
I	<ul style="list-style-type: none"> <li>• Call for projects</li> <li>• Risk analysis</li> <li>• Coordinate ILA, other stakeholders</li> <li>• Define Project Management Team</li> <li>• Conduct Predesign Charrette including Commissioners, etc.</li> <li>• Conduct Project Walk-thru</li> <li>• Determine level of SUE</li> <li>• Initiate design thru                             <ul style="list-style-type: none"> <li>➤ In-house</li> <li>➤ City</li> <li>➤ Consultant</li> </ul> </li> <li>• Negotiate Liaison contract</li> <li>• Determine centerline</li> <li>• Approve alignment study</li> <li>• Constructability Review</li> <li>• Consultant Evaluation</li> </ul>	<p>ILA-</p> <ul style="list-style-type: none"> <li>• Est. cost share</li> <li>• Define project management and team responsibilities</li> <li>• Predesign charrette</li> <li>• Project Walk-thru</li> <li>• Commit to maintain current zoning and row</li> <li>• Fund 50% of design and SUE?</li> <li>• Commit to alignment</li> <li>• Provide preliminary surveying</li> <li>• Input in consultant selection/and/or extension of consultant contract?</li> </ul>	<ul style="list-style-type: none"> <li>• Liaison Contract</li> <li>• Attends charrette</li> <li>• Project Walk-thru</li> <li>• Provides Survey</li> <li>• Alignment Study</li> <li>• EA, Permits, etc.</li> <li>• Prelim Schematic (STP/MM)</li> </ul>
II	<ul style="list-style-type: none"> <li>• Negotiate contract with consultant</li> <li>• Well define scope of work</li> <li>• Determine definite delivery dates</li> <li>• Project Management in partnering mode</li> <li>• Constructability review</li> <li>• Approve EA and Neighborhood Meetings</li> <li>• Check traffic/utility data</li> <li>• Identify early ROW issues/resolve</li> </ul>	<ul style="list-style-type: none"> <li>• Provides accurate data at no cost</li> <li>• Coordinates with stakeholders</li> <li>• Input in constructability review</li> </ul>	<ul style="list-style-type: none"> <li>• Negotiates contract</li> <li>• Defines delivery dates</li> <li>• Coordinates with all stakeholders under County Project Management</li> <li>• Completes EA</li> <li>• Conducts public meetings</li> <li>• Produces traffic studies??</li> <li>• Provides final ROW documents within schedule</li> </ul>

<p><b>III</b></p>	<ul style="list-style-type: none"> <li>• Final approval of ROW documents</li> <li>• Project Manager (PM) monitors and tracks progress.</li> <li>• PM resolves issues</li> <li>• PM communicates to all stakeholders</li> <li>• ROW acquisition begins</li> <li>• Package for construction bidding</li> <li>• Evaluate consultant</li> </ul>	<ul style="list-style-type: none"> <li>• Input on packaging for construction</li> <li>• Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Minor changes per property owner requests</li> <li>• Expert testimony for ED</li> <li>• Evaluation</li> </ul>
<p><b>IV</b></p>	<ul style="list-style-type: none"> <li>• Acquire ROW-complete</li> <li>• Require utility adjustments</li> <li>• Resolve issues/track schedules</li> <li>• Prepare to Advertise for construction</li> </ul>	<ul style="list-style-type: none"> <li>• Expedites utility relocations</li> <li>• Provides plans for City requested joint venture work</li> </ul>	<ul style="list-style-type: none"> <li>• Engineering during construction</li> <li>• Review shop drawings</li> </ul>
<p><b>V</b></p>	<ul style="list-style-type: none"> <li>• Advertise for construction bids</li> <li>• Final ILA with City(Supplemental)</li> <li>• Approve partnering, preconstruction meeting</li> <li>• Construction Management</li> <li>• Partnering with all stakeholders</li> <li>• As-builts created/approved</li> <li>• Close out project report (AAR)</li> <li>➤ Consultant/Contractor Evaluations</li> <li>• Turn over to City for maintenance</li> <li>• Conduct 1 yr maintenance review</li> <li>➤ Inspection</li> <li>➤ Punch list</li> <li>➤ Approval</li> </ul>	<ul style="list-style-type: none"> <li>• Attends Preconstruction and Partnering Meetings</li> <li>• Final IIA (Supplemental)</li> <li>• Final Payment</li> <li>• Close out contract</li> <li>➤ Consultant/Contractor Evaluations</li> <li>• Project turned over for maintenance</li> <li>• 1 yr maintenance review</li> </ul>	<ul style="list-style-type: none"> <li>• Attends Preconstruction and Partnering Meetings</li> <li>• Close out contract</li> <li>➤ Consultant/Contractor Evaluations</li> </ul>

## AGREEMENT/CONTRACT MATRIX

CITY	CONSULTANT
<b>MASTER AGREEMENT</b>	<b>LIAISON</b>
<ul style="list-style-type: none"> <li>✓ Who will actively participate in predesign Charrette</li> <li>✓ If request termination, must repay lost engineering dollars to date</li> <li>✓ Commitment to results of mutually agreed upon Charrette</li> </ul>	<ul style="list-style-type: none"> <li>✓ Contracts for Alignment Study</li> <li>✓ Commits to walk-thru of project</li> <li>✓ Commits to initial survey work</li> <li>✓ Commits to Charrette</li> <li>✓ Begins EA process</li> <li>✓ Performs Schematic</li> </ul>
<b>PROJECT SPECIFIC AGREEMENT</b>	<b>PRIMARY/FINAL DESIGN</b>
<ul style="list-style-type: none"> <li>✓ Who will design</li> <li>✓ Who will manage</li> <li>✓ Who will acquire ROW</li> <li>✓ Who will be Project Manager</li> <li>✓ Who is on Project Management Team</li> <li>✓ Commits to specific horizontal alignment</li> <li>✓ Commits to specific scope of work</li> </ul>	<ul style="list-style-type: none"> <li>✓ Provides final EA</li> <li>✓ Provides final Schematic</li> <li>✓ Provides final ROW documents</li> <li>✓ Defines submittal delivery dates(schedule)</li> </ul>
<b>CONSTRUCTION AGREEMENT</b>	<b>CONSTRUCTION</b>
<ul style="list-style-type: none"> <li>✓ Commits to specific bid amount</li> <li>✓ Commits to specific limits (scope)</li> <li>✓ Addresses any joint venture work</li> <li>✓ Addresses specific reimburseables</li> </ul>	<ul style="list-style-type: none"> <li>✓ Attends Preconstruction</li> <li>✓ Participates in Partnering</li> <li>✓ Reviews shop drawings</li> <li>✓ Other engineering during construction as necessary</li> </ul>

Projects must be on Regional Thoroughfare Plan

Program year — Year project goes into const.

STATE OF TEXAS §

COUNTY OF DALLAS §

**MASTER AGREEMENT GOVERNING  
MAJOR CAPITAL IMPROVEMENT PROJECTS  
~~FOR PROGRAM YEAR 2004 AND 2005~~**

**THIS MASTER AGREEMENT** is made by and between the City of \_\_\_\_\_, Texas, hereinafter called "CITY", and the County of Dallas, Texas, hereinafter called "COUNTY", acting by and through its duly authorized officials, desire to enter into an Interlocal Agreement, hereinafter called **MASTER AGREEMENT**, for the purpose of Roadway Improvements on XXXX Road from XXXX to XXXX; and,

**WITNESSETH**

**WHEREAS**, pursuant to Court Order 2000-XXXX, dated XXXXXXXXX, Commissioners Court approved participation in Major Capital Improvement Projects for the Program Years 2004 and 2005, in the City of XXXXX, on the aforementioned roads; and

**WHEREAS**, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

**NOW THEREFORE, THIS AGREEMENT**, is hereby made and entered into by CITY and COUNTY for the mutual consideration stated herein:

**AGREEMENT**

**Article I. DEFINITIONS:** The following definitions are incorporated into this agreement for all purposes.

1. **CITY** shall mean the City of \_\_\_\_\_, County of Dallas, State of Texas.
2. **COUNTY** shall mean the County of Dallas, State of Texas.
3. **TxDOT** shall mean the Texas Department of Transportation, State of Texas.
4. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into for the mutual benefit of the travelling public.
5. **MASTER AGREEMENT** shall mean this document including all incorporated documents, attachments, and exhibits.
6. **SUPPLEMENTAL AGREEMENT** shall mean an agreement subsequent to this document which is entered into to establish the contractual rights and responsibilities of the CITY and COUNTY of Dallas as it relates to the PROJECT.



7. **PROJECT(S)** shall mean the below listed road improvements:

Road with limits

8. **PARCEL OR PARCELS** shall mean those tracts of land and improvements located either wholly or partially thereon, identified by COUNTY as required for right of way requirements of COUNTY
9. **PREDESIGN CHARRETTE** shall mean a meeting of decision making stakeholders and other members of the **PROJECT TEAM** for the purpose of entering into a **MEMORANDUM OF AGREEMENT** for the overall funding, alignment and scope of the **PROJECT**.
10. **CITY UTILITY** shall mean those utilities owned by City which require relocation or adjustment for the purpose of the construction of the **PROJECT** as identified by **PROJECT** plans.
11. **MEMORANDUM OF AGREEMENT (MOA)** shall mean a written document which incorporates the results of the **PREDESIGN CHARRETTE**. Said MOA shall at a minimum identify the overall funding scheme, horizontal alignment and basic scope of the **PROJECT**.
12. **AMENDMENT** shall mean a written document executed by all parties detailing significant changes in the **MASTER AGREEMENT**.
13. **RIGHT OF WAY (ROW)** shall mean that real property identified by COUNTY as necessary for the construction of the **PROJECT**.
14. **PROJECT TEAM** shall mean representatives from COUNTY and CITY with responsibility for delivering the completed **PROJECT**.
15. **EFFECTIVE DATE** shall mean the date of the signature of the last person to sign the document.
16. **STANDARD BASIC STREET DESIGN** shall mean the paving, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, and standard driveways.
17. **BETTERMENT** shall mean any increase in the capacity of the **PROJECT** as compared to the existing Facility, or any upgrading of the Facility above the standard practices, devices or materials, specified in this **MASTER AGREEMENT** and customarily used by COUNTY on projects solely financed by COUNTY. Provided, however, that any upgrading necessary to successfully accomplish the **PROJECT** shall not be considered a **Betterment**, and further, that any increase in the capacity of the **PROJECT** resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a **Betterment**, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by COUNTY.
18. **AMENITY** shall mean **PROJECT** features not included in the **STANDARD BASIC STREET DESIGN** including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the **STANDARD BASIC STREET DESIGN**.
19. **DIRECT PROJECT & PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular cost objective. These costs generally include compensation of

employees for the time devoted and identified specifically to the performance of the project or program; cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment and other approved capital expenditures; travel expenses incurred specifically to carry out the project.

20. **INDIRECT COSTS** shall mean those which have been incurred for common or joint purposes. These cost benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved.

**PLEASE NOTE YOUR COMMENTS HERE**

**Article II. PERIOD OF THE AGREEMENT**

This **MASTER AGREEMENT** becomes effective when signed by the last party whose signing make the respective agreement fully executed. This **MASTER AGREEMENT** shall remain in effect until terminated as provided in Article IV or the expiration of ten (10) years which ever shall first occur.

**Article III. AMENDMENTS**

Amendment of this **MASTER AGREEMENT** by Notice with Mutual Consent: COUNTY may notify CITY of changes in this **MASTER AGREEMENT** resulting from changes in federal or state laws or rules or regulations and these changes in the **MASTER AGREEMENT** shall be incorporated into this agreement unless COUNTY is notified by CITY within 60 days.

This **MASTER AGREEMENT** may be amended by mutual agreed written amendment that is executed by the all parties.

**Article IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE**

This **MASTER AGREEMENT** may be terminated by any of the following conditions:

- A. By mutual written consent and agreement of all parties.
- B. By either party with ninety days written notice. If this **MASTER AGREEMENT** is terminated under this clause, all existing, fully executed advance funding agreements made under this **MASTER AGREEMENT** shall automatically incorporate all the provisions of this **MASTER AGREEMENT**.
- C. By either party, upon the failure of the other party to fulfill the obligations as set forth in this **MASTER AGREEMENT** and any supplement thereto.
- D. Neither COUNTY nor CITY shall be deemed in violation of this Contract if it is prevented from performing any of its obligations hereunder by reason of, for or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect. In the event of such an occurrence the time for performance of such obligations or duty shall be suspended until such time that such disability to perform, for which the party is not responsible or circumstances beyond its control, shall be removed. The party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. Each party shall make all reasonable efforts to mitigate the effects of any suspension.

**Article V. INDEMNIFICATION**

COUNTY and CITY agree that both COUNTY and CITY shall each be responsible for their own negligent acts or omissions or other tortuous conduct in the course of performance of this **MASTER AGREEMENT**, without waiving any sovereign or governmental immunity available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

**Article VI. NOTIFICATION**

A. When notice is permitted or required by this **MASTER AGREEMENT**, it shall be in writing and shall be presumed delivered when delivered in person or three (3) days subsequent to the date placed, postage prepaid, in the U. S. Mail, Certified or Registered, Return Receipt Requested and addressed to the parties at the following address.

B. All notices and correspondence to County by City shall be mailed or delivered by hand as follows:

**Dallas County Public Works  
Donald R. Holzwarth, P.E., Director  
411 Elm Street, 4<sup>th</sup> floor  
Dallas, Texas 75202**

C. All notices and correspondence from County to City shall be mailed or delivered by hand as follows:

City Director of Public Works

\_\_\_\_\_  
City, Texas

D. Either party hereto may from time to time designate another and different address for receipt of notice by giving written notice of such change of address to the other party.

**PLEASE NOTE YOUR COMMENTS HERE**

**Article VII. CITY agrees as follows:**

- A. To execute the necessary agreements for the implementation of design and construction of the above described project(s). Provide City Council Resolution adopting approved alignment, proposed estimated budget, and commitment to meet PROJECT funding for each milestone as specified in SUPPLEMENTAL AGREEMENTS.
- B. CITY agrees to share the funding of PROJECT with COUNTY on an equal share basis (50%/50%) with the following exclusions:

CITY shall bear the entire cost of-

- CITY owned utilities such as water and sanitary sewer facilities;
  - PROJECT AMENITIES including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the basic street design;
  - Project management direct costs which are not supported by a detailed hourly accounting;
  - Indirect costs.
- C. When in mutual agreement by COUNTY and CITY at the time of Predesign Charrette, to acquire right of way required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means to the maximum extent possible and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required right of way. CITY hereby grants the COUNTY authority to enter into eminent domain proceedings within the city limits on specific right of way alignment as approved by the CITY and COUNTY. CITY agrees to fund ROW it failed to acquire through its platting and permitting ordinances and for the removal of improvements (encroachments) within existing or proposed right of way areas.
- D. To require all utilities located within or using the present public right of way on all designated transportation projects within CITY's municipal limits to adjust and/or relocate said utilities as required by the proposed improvement of the designated transportation project for CITY Utilities at no cost to COUNTY except as may be specifically set forth in this MASTER AGREEMENT.
- E. CITY agrees to be cooperative on issues relating to bill boards, advertising signs, non-conforming uses, zoning and similar restrictions and to provide variances when possible to minimize cost and delay of PROJECT.
- F. CITY shall require the adjustment and/or relocation of utilities to be accomplished and finalized, as expeditiously as possible, after approval of final plans, but in no event later than six (6) months after receiving notification in writing from COUNTY that acquisition of additional right of way for the designated project has been completed. CITY shall initiate legal action to compel the adjustment or relocation of the utilities by the utility owner or, if necessary to prevent delays in the commencement or prosecution of

construction on the project, CITY will itself adjust and relocate said utilities. Any additional cost due to CITY requirements shall be borne by CITY .

- G. In cases where a franchised utility has a private right of way easement for its utility and it is necessary to make adjustments by reason of the widening or improvement of the designated project, the COUNTY will, after submission of satisfactory right of way documentation and cost estimates acceptable to the COUNTY by the utility company, bear the actual costs for the relocation and/or adjustment of said utility.
  
- H. Where new storm drainage facilities are in conflict with CITY owned water and sanitary sewer systems, and the storm sewer design cannot be modified, after submission of an acceptable schedule of work and cost estimate by the CITY to the COUNTY, the actual costs of the necessary adjustment of CITY water and sewer utilities shall be pro rated at the overall percentage agreed to by CITY and COUNTY for cost sharing. CITY shall be responsible for funding any BETTERMENTS. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public right of way shall be the responsibility of the utility owner or of the CITY UTILITY. Any PROJECT delay or other damages caused by CITY UTILITY 's failure to timely adjust at the entire cost of CITY.

**PLEASE NOTE YOUR COMMENTS HERE**

( City agrees )

- I. To provide for continuing surveillance and control of right of way to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the right of way. In the event that the aforementioned features are allowed by CITY to encroach on necessary ROW during the duration of the project, CITY shall bear the entire cost of removal or relocation of said encroachment.
- J. To provide adequate copies of all codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by COUNTY required for the completion of the PROJECT to COUNTY or COUNTY's designee at no cost. Additionally, CITY shall furnish COUNTY such documents as necessary to keep previously furnished information current.
- K. Actively participate and provide authorized representation with decision making power at predesign charrette, preconstruction meeting, partnering meetings and project team meetings which are necessary to project development/completion and fiduciary relationships.
- L. CITY agrees to provide timely review of interim submittals and hereby agrees that if no review notes are submitted by CITY in writing to COUNTY ~~within twenty (20) days~~ plans are approved as submitted.
- M. Provide for the continuing maintenance of all existing ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction
- N. Bear the entire cost of design, construction and administration for landscaping, street scaping, street lighting, and other amenities specified or requested by CITY in excess of basic design. In addition, CITY shall bear the entire costs related to any change in criteria or features requested by CITY after prior approval, vocal or tacit.
- O. In the event CITY elects to manage and administer PROJECT, CITY agrees to assume all applicable roles previously identified as COUNTY to be determined by mutual consent in MOA.

**PLEASE NOTE YOUR COMMENTS HERE**

**Article VIII. COUNTY agrees as follows:**

- A. To provide preliminary engineering which will define project details, e.g., location, scope of work and specific right of way alignment for each improvement for approval by CITY, prior to proceeding with the final design and any right of way acquisition.
- B. To provide for the construction of transportation improvements based upon design criteria conforming to CITY ordinances and standards, to the extent of funding. Deviations from CITY standards and/or design criteria shall require prior approval of CITY. Where CITY standards do not exist, TxDOT standards as of the EFFECTIVE DATE of this **MASTER AGREEMENT** shall be utilized.
- C. To actively participate and provide authorized representation at predesign charrete, preconstruction meeting, partnering meetings and project team meetings, which are necessary to project development and completion and fiduciary relationships
- D. To provide administration and management of project from commencement to completion of construction. CITY and COUNTY may further agree by mutual consent to redefine administrative and management roles as beneficial to the PROJECT as defined in the MOA.
- E. To provide information related to the PROJECT to CITY or CITY's designee at no cost to CITY.

**PLEASE NOTE YOUR COMMENTS HERE**



- F. To submit final engineering plans for review and approval by CITY, at least thirty (30) days prior to advertising for construction.
- G. To provide for the acquisition of the necessary additional right of way, on designated projects, in accordance with minimum standard requirements and utilizing existing public right of way to the maximum extent possible.
- H. To require all contractors to secure all necessary permits required by CITY on said construction projects.
- I. To furnish record drawings of construction plans for the permanent records of CITY within twelve (12) months upon completion and acceptance of the transportation improvement project.
- J. To transfer, by Quit Claim Deed, all roadway related easements acquired by COUNTY to CITY.
- K. In the event COUNTY elects for CITY to manage PROJECT, COUNTY will reimburse CITY for agreed costs as detailed in Article X and retain only responsibilities for reimbursement and reimbursement certification.

**PLEASE NOTE YOUR COMMENTS HERE**

**Article IX. PREDESIGN CHARRETTE**

- A. CITY and COUNTY, as specified in Article VI and VII, will designate officials or representatives to participate in a Predesign Charrette to be conducted on a mutually agreeable date and location.
- B. Results from Predesign Charrette will identify the general project scope and the general alignment of the project, project administration and management roles. Additionally, the Predesign Charrette shall identify key project team participants.
- C. At the conclusion of the Predesign Charrette a **MEMORANDUM OF AGREEMENT** shall be produced which outlines the identified roles and scope for the Project.

**PLEASE NOTE YOUR COMMENTS HERE**

**Article X.     FUNDING**

- A.     CITY and COUNTY mutually agree to assess proportionately fund the direct project costs as more fully described in Court Order XXXXXXXXXXXX dated the XX SS of XXXXXXXXXXXX, 200X attached as Attachment A and incorporated herein as if reproduced word for word for all purposes. COUNTY shall bear XXXX percentage of the total project costs excluding the amenities, CITY utility items. CITY shall bear XXX percentage of all project costs in addition to any amenities.
  
- B.     In the event that the cost of the PROJECT shall exceed the Not to Exceed Amount, CITY and COUNTY agree to either reduce the scope of construction or seek additional funding to complete the project. At the termination of the PROJECT, COUNTY will do a final cost accounting of the PROJECT. In the event that the amount paid by CITY exceeds its portion of the actual cost, the difference will be remitted to CITY. In the event that additional funds are due, COUNTY will bill CITY who agrees to pay such funds within thirty (30) days of receipt of such billing.
  
- C.     If CITY elects to manage PROJECT, COUNTY will reimburse CITY based on invoice for actual costs expended in accordance with COUNTY invoicing policy.
  
- D.     CITY shall escrow an amount of \$XXXX for initial project costs which COUNTY may use to pay for initial professional services required for scoping and preliminary design.

**PLEASE NOTE YOUR COMMENTS HERE**

**Article XI. RIGHT OF ENTRY**

The CITY agrees that COUNTY shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. City agrees to furnish such police personnel as requested by County for traffic control or other public safety matters at no cost to County.

**Article XII. MISCELLANEOUS GENERAL PROVISIONS**

- A. **Applicable Law.** This Contract and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Contract is expressly made subject to County's Sovereign Immunity, Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and Federal laws.
- B. **Entire Agreement.** This Contract, including all Work Orders, all exhibits and addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.
- C. **Severability.** If any provision of this Contract shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.
- D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or provided by law. Consultant shall have a duty to mitigate damages.
- E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government federal funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, City agrees to timely comply therewith without additional cost or expense to County.
- F. **Headings.** The titles which are used following the number of each paragraph are only for convenience in locating various provisions of this Contract and shall not be deemed to affect the interpretation or construction of such provision.
- G. **Number and Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- H. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- I. **Funding.** Notwithstanding any provisions contained herein, this Contract is expressly contingent upon the availability of funding for each item and obligation contained

herein for the term of the agreement and any extension thereto. CITY shall have no right of action against the COUNTY of Dallas in the event that the COUNTY of Dallas is unable to fulfill its obligations under this **MASTER AGREEMENT** as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this **MASTER AGREEMENT** or failure to budget or authorize funding for this **MASTER AGREEMENT** during the current or future fiscal years. In the event that County of Dallas is unable to fulfill its obligations under this **MASTER AGREEMENT** as a result of lack of sufficient funding or if funds become unavailable, County of Dallas, at its sole discretion, may, subsequent to execution by County, provide funds from a separate source or terminate this **MASTER AGREEMENT**.

- J. **Remedies** This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

The City of \_\_\_\_\_, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 200\_.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF \_\_\_\_\_

COUNTY OF DALLAS

BY \_\_\_\_\_  
TITLE

BY \_\_\_\_\_  
LEE JACKSON, COUNTY JUDGE

ATTEST \_\_\_\_\_  
CITY SECRETARY \ ATTORNEY

APPROVED AS TO FORM:

\_\_\_\_\_  
John Dahill, Advisory Chief, Civil Section  
Dallas County District Attorney

**PLEASE NOTE YOUR COMMENTS HERE**

*Cd/Selas 2000-03/CIPMLA*

***DRAFT VERSION OF MCIP – MASTER ILA – 9/28/00  
for discussion only Pg. 15***

*DALLAS COUNTY PUBLIC WORKS*  
**RECENT VICTORIES TO CELEBRATE**



- GUIDING COALITION -- Finished 7 Habits
- Salary Increases for Technical People, Re-look by Personnel for some other specialties
- Successful CIP Planning Cycle and Transition to PM
  - Two Outstanding Call for Projects
  - Great Performance by consultant and County Team
  - Superb Teamwork between PW and Commissioners to build project lists
  - Acceptance by Court without controversy for first PY projects
- Sticking together during tough times -- opportunities, not unsolvable problems

*PUBLIC WORKS*

**RECENT VICTORIES TO CELEBRATE**



- **FY 2001 BUDGET SUBMISSION APPROVALS**
  - 3 Additional People
  - Training for Designers and GIS folks
  - Confirmation from Court that we are on right azimuth
- **PARTNERING SUCCESSES**
  - Joe Wilson and Beltline -- Coppel, highly successful starts
  - City-County Partnering Session 13 October
- **Successful Bids on 3 Key Projects**
  - Joe Wilson
  - Beltline
  - Haskell



**GOAL #4 PREPARE FOR THE FUTURE:**

Objective 4.1: Develop candidate project recommendations with our partner cities and agencies for the 1999 TEA-21 Call for Projects by NCTCOG as Phase 1 of our Capital Improvement Program. (Don Cranford) AAR

Objective 4.2: Develop recommended transportation elements for the Dallas County Major Capital Development Funding Plan. (Don Cranford)

Objective 4.3: Reengineer our design, ROW, and construction programming and project management processes for future Capital Improvement Program (CIP) projects. (Don Holzwarth, AD's, and Jack Hedge)

**GOAL #5 INVEST IN PEOPLE:**

Objective 5.1: Establish a professional development system that provides for more systematic career progression, training programs, and incentives for high performance tied to our Departmental Goals and Objectives. (Don Holzwarth, AD's, Toni Bacchus and Irv Griffin)

Objective 5.2: Improve Public Works facilities and furnishings in order to increase personal productivity. (Don Holzwarth and AD's) AAR

Objective 5.3: Assure all Public Works Team Members have Personal Performance Objectives in place, linked to the Department Strategy, and are held accountable for achievement. (Don Holzwarth, AD's, and all Supervisors)

Objective 5.4: Develop Safety manual for County personnel. (Dan Middleton and James Walsh)



**PUBLIC WORKS DEPARTMENT  
STRATEGIC PLAN  
1999 to 2001**

**Mission Statement:**

*Our mission is to improve the quality of life of our customers -- the citizens, taxpayers, transportation users, communities, and internal County partners -- by effectively planning, developing, implementing and administering approved regional public works transportation projects, supporting maintenance of county-wide roads and bridges, and providing real property management services.*

**Vision Statement:**

*Dallas County Public Works Department.....*

- ◆ *A recognized leader in regional transportation planning and coordination.*
- ◆ *An effective agent and valued partner for planning, design, right-of-way acquisition, and construction of high value-added regional transportation projects.*
- ◆ *A vital part of Dallas County government.*
- ◆ *A values based organization; - Respected, Responsive, Reliable; - demonstrating extraordinary caring.....  
caring leadership of our County people;  
caring partnerships focused on our customers;  
caring stewardship of the fiscal and natural resources we manage.*

**DALLAS COUNTY PUBLIC WORKS**

*Dallas County experienced a surge of economic growth and population expansion in the late nineties. Critical to the success of sustainable growth is the transportation infrastructure in the County. With over 2 million people and 32 cities, Dallas County is preparing for the 21st Century with a renewed sense of energy and excitement. The men and women of the Public Works Department enthusiastically accept the challenge to be proactive leaders in delivering transportation projects in a manner that truly delights our customers. Our Strategic Plan consists of our Mission, Vision, Goals and Objectives.*

**DIRECTOR'S INTENT:**

*"Our Strategic Plan represents our best thinking on what should be driving our collective change efforts. As we work the day-to-day tasks in our job descriptions, our vision and goals are the beacon and aligning force we all need to assure that our efforts are orchestrated. Our mission is basic, that we improve the quality of life of our customers through our value-added transportation projects and related services. Our vision is about what we aspire to be. We have a significant role to play in the unique and exciting environment of Dallas County. Our cities need us to be proactive leaders, since we have the perspective of the whole County. Our customers — the citizens and transportation users — need us to have the County and region-wide transportation picture in focus. In order to be a good leader and a good partner, we need to be robust and strong internally — Respected, Responsive, and Reliable. We need to be revolutionary in our thinking in how to deliver projects while the environment in which we work has become more complex. Given the political, environmental, and bureaucratic constraints we face, we need extraordinary efforts to succeed. We aspire to be indispensable to our customers. Their elected representatives, the Commissioners and Judge, should view us as their team of professionals whom they can count on to deliver vitally needed transportation projects and services, on-time and within budget. When we truly delight those whom we serve, our future will be assured."*

**STRATEGIC GOALS**

*While our vision is a beacon, the Goals guide us to more specific action. They become the major categories of effort in which we need to progress. We expect the Goals to change only infrequently as we proceed up the path of change. As opportunities arise, we may discover other major categories of work that we need to accomplish to achieve our vision. Our five Goals guide us to achieve revolutionary progress for the benefit of our customers and partners.*

**GOAL #1 REVOLUTIONIZE EFFECTIVENESS:**

*Dramatically improve our project delivery capability. Use the 3 R's of Restructuring, Reengineering, and Reinvention to assure we are optimally organized, have the most efficient processes and have the right core competencies to meet future needs.*

**GOAL #2 LEVERAGE TECHNOLOGY:**

*Use the new information management, design and project management tools to help revolutionize our productivity.*

**GOAL #3 REVITALIZE PARTNERSHIPS:**

*Improve the effectiveness of our external partnerships and internal County teamwork.*

**GOAL #4 PREPARE FOR THE FUTURE:**

*Prepare for the next capital investment program through extensive coordination and assuring we learn from insights gained in executing the 1991 Bond Program.*

**GOAL #5 INVEST IN PEOPLE:**

*Show extraordinary care for our people, assuring that we recruit, develop and retain the best possible team members for Public Works.*

**STRATEGIC OBJECTIVES**

Our Vision and Goals are ultimately achieved through specific actions – our Objectives. These are concrete plans of action with process and product improvement as the targeted results. They are aimed at the heart of our business – delivering projects to customers in concert with our partners. We initially tackled a finite number of Objectives in order to stretch but not overwhelm our people. As Objectives are successfully completed, an After Action Review (AAR) is written to explain “What Happened” and “Lessons Learned”. Often these reveal the need for new or modified Objectives. As a result we have almost doubled the number of Objectives. By continuing to select the right Objectives, achieving the milestones, and incorporating measures of progress into our regular processes, we can achieve the kind of lasting and beneficial change to achieve our Vision.

*AAR = Completed*

**GOAL #1 REVOLUTIONIZE EFFECTIVENESS:**

Objective 1.1: Achieve effective and efficient financial program management capability in Public Works. (Don Holzwarth)AAR

Objective 1.2: Achieve FY 00 and FY01 targets for encumbering funds in each of the 3 Program areas of Public Works (Transportation & Planning, Property, and Engineering & Construction). (Don Holzwarth)

Objective 1.2.1: Achieve FY 00 & FY 01 design completion and construction award targets. (Alberta Blair-Robinson)

Objective 1.2.2: Achieve FY 00 and FY01 targets for encumbering funds in property acquisition activities. (Selas Camarillo)

Objective 1.2.3: Achieve FY 00 and FY01 Targets for encumbering planning, transportation and CMAQ funds. (Don Cranford)

Objective 1.3: Engineer our utility coordination process in design and construction. (Janet Norman) AAR

Objective 1.3.1: Increase capability through Indefinite Delivery Quality Contract for Subsurface Utility Engineering. (Janet Norman)

Objective 1.3.2: Increase capability through Strategic Utility Partnering. (Janet Norman)

Objective 1.4: Institute evaluation systems for design consultants and construction contractors. (Dale Davidson) AAR

Objective 1.5: Revise and improve contracts with consultants and cities. (John Mears) AAR

Objective 1.5.1: Revise ILA contract documents with cities and other agencies that will be utilized for the new MCIP. (Alberta Blair-Robinson)

Objective 1.5.2: Develop new contract and systems for bringing consultants on-board for new MCIP. (Alberta Blair-Robinson)

Objective 1.6: Assign designers to work as construction project engineers. (Alberta Blair-Robinson) AAR

Objective 1.7: Increase capability to do lab, survey, design, and subsurface utilities engineering (SUE) services through Indefinite Delivery Contracts. (Jack Hedge and Alberta Blair-Robinson)

Objective 1.8: Increase capability within the Design Branch by filling vacant designer positions. (Jack Hedge, Alberta Blair-Robinson and Don Holzwarth)

Objective 1.9: Increase Right of Way acquisition capability to assure Bond Program and future Capital Improvement Program (CIP) projects stay on track. (Selas Camarillo) AAR

Objective 1.10: Revise the Dallas County overall ROW policy. (Selas Camarillo)

Objective 1.11: Develop a fully structured and documented constructibility review process. (Irv Griffin) AAR

Objective 1.12: Develop new change order policy and procedures. (James Walsh) AAR

Objective 1.13: Establish a Pavement Quality Team to evaluate Dallas County procedures, specifications, and processes related to concrete pavements. (Larry Ansley) AAR

Objective 1.14: Dramatically Improve Public Works Financial Management Processes. (Noah New)

Objective 1.15: Establish and maintain a Public Works Department Technical Library (Jack Hedge and Sid Homer)

Objective 1.16: Continue to train and develop a matrix team process to effectively incorporate the 5-Phase Capital Improvement Program utilizing the individual strengths of the team members. (Irv Griffin)

Objective 1.17: Develop New Public Works Design Guidelines and Manual. (Jack Hedge)

Objective 1.18: Revise/update subdivision policy. (Jack Hedge, David McSwain and Doug Keeseey)

Objective 1.19: Develop a Manufactured Home Rental Community Policy. (Jack Hedge) AAR

Objective 1.20: Fill senior inspector and current vacant inspector positions. (Alberta Blair-Robinson)

Objective 1.21: Establish Construction Utility Coordinator. (Alberta Blair-Robinson)

**GOAL #2 LEVERAGE TECHNOLOGY:**

Objective 2.1: Upgrade Public Works computer resources and tools in order to dramatically improve our effectiveness. (Don Holzwarth) AAR

Objective 2.2: Obtain Cell phones for appropriate people in Public Works. (Sid Homer) AAR

Objective 2.3: Reimagine and Implement New Project Management Tools (Microsoft Projects 98 and New PSR). (Alberta Blair-Robinson)

Objective 2.4: Dramatically improve our project delivery capability by planning, developing and acquiring technology to move Public Works Transportation projects to web-based or other computer linked solutions for project management. (Irv Griffin)

Objective 2.5: Provide computers and training for inspectors. (Bud Snodgrass)

Objective 2.6: Establish Construction Senior Technical Coordinator. (Alberta Blair-Robinson)

Objective 2.7: Utilize a streamlined process of obtaining property tax maps and related data using GIS technology. (Craig Marek)

Objective 2.8: Improve service to our public customers and partners through planning, design and implementing a PW home page as part of Dallas County web-based service. (Edith Ngwa)

Objective 2.9: Prepare to execute the first phase of the Public Works CIP by ensuring that all designers, technicians and drafters are trained in Microstation J. (Jack Hedge and Toni Bacchus)

**GOAL #3 REVITALIZE PARTNERSHIPS:**

Objective 3.1: Plan and execute general partnering workshops with key private sector and public works organizations during FY 00. (Don Holzwarth) AAR

Objective 3.2: Assure effective contract partnering for construction projects initiated in FY 99 and FY 00. (Project Managers)

Objective 3.3: Reestablish and recharge strong ties with internal partners within Public Works and Dallas County. (Don Holzwarth)

Objective 3.4: Improve the Property Division information distribution process. (Pam Easterling) AAR

Objective 3.5: Work to help streamline the multi-jurisdictional review process. (Don Holzwarth)

construction program and PM processes for CIP projects. (Don Holzwarth, AD's & Jack Hedge)

**Objective 4.4:** Achieve and sustain a "trusted agent" relationship with TxDOT (Irv Griffin)

**Objective 4.4.1** Develop a lessons-learned database for sharing knowledge. (Craig Goodroad)

**Objective 4.5:** Establish procedures and respond to GASB 34 requirements. (Edith Ngwa)

**Objective 4.6:** Develop Dallas County Thoroughfare Plan. (Edith Ngwa)

**Objective 4.7:** Transition CMAQ Contractor support to department personnel. (Sam Wilson)

**Objective 4.8:** Develop process to accurately estimate the cost of CIP projects. (Jack Hedge & Edith Ngwa)

**Objective 4.8.1:** Refine cost-engineering to assure competitive unit prices. (Kasem Elkhaid)

**Objective 4.9:** Develop a process to track newly proposed legislation, etc. (Edith Ngwa)

**Objective 4.10:** Create single source reporting document for all financial processes. (Shirley Rapp)

**Objective 4.11:** Develop a Public Works Informational Brochure. (Isela Rodriguez)

#### **GOAL #5 INVEST IN PEOPLE:**

**Objective 5.1:** Establish a professional development system. (Director, AD's, Toni Bacchus & Irv Griffin)

**Objective 5.1.1:** Develop and implement efforts to use TxDOT's training. (Irv Griffin)

**Objective 5.2:** Improved Public Works facilities and furnishings to increase personal productivity. AAR

**Objective 5.3:** Assure all PW Team Members have Performance Objectives in place. (All Supervisors)

**Objective 5.4:** Developed Safety Manual for County personnel. AAR

**Objective 5.5:** Develop and implement improved Construction Document Procedures. (Irv Griffin)



## **PUBLIC WORKS DEPARTMENT STRATEGIC PLAN 1999 to 2005**

### **Mission Statement:**

*Our mission is to improve the quality of life of our customers -- the citizens, taxpayers, transportation users, communities, and internal County partners -- by effectively planning, developing, implementing and administering approved regional public works transportation projects, supporting maintenance of county-wide roads and bridges, and providing real property management services.*

### **Vision Statement:**

*Dallas County Public Works Department.....*

- ◆ *A recognized leader in regional transportation planning and coordination.*
- ◆ *An effective agent and valued partner for planning, design, right-of-way acquisition, and construction of high value-added regional transportation projects.*
- ◆ *A vital part of Dallas County government.*
- ◆ *A values based organization; - Respected, Responsive, Reliable; - demonstrating extraordinary caring.....  
caring leadership of our County people;  
caring partnerships focused on our customers;  
caring stewardship of the fiscal and natural resources we manage.*

## **DALLAS COUNTY PUBLIC WORKS**

*Dallas County experienced a surge of economic growth and population expansion in the late nineties. Critical to the success of sustainable growth is the transportation infrastructure in the County. With over 2 million people and 32 cities, Dallas County is preparing for the 21st Century with a renewed sense of energy and excitement. The men and women of the Public Works Department enthusiastically accept the challenge to be proactive leaders in delivering transportation projects in a manner that truly delights our customers. Our Strategic Plan consists of our Mission, Vision, Goals and Objectives.*

### **DIRECTOR'S INTENT:**

*"Our Strategic Plan represents our best thinking on what should be driving our collective change efforts. As we work the day-to-day tasks in our job descriptions, our vision and goals are the beacon and aligning force we all need to assure that our efforts are orchestrated. Our mission is basic, that we improve the quality of life of our customers through our value-added transportation projects and related services. Our vision is about what we aspire to be. We have a significant role to play in the unique and exciting environment of Dallas County. Our cities need us to be proactive leaders, since we have the perspective of the whole County. Our customers -- the citizens and transportation users -- need us to have the County and region-wide transportation picture in focus. In order to be a good leader and a good partner, we need to be robust and strong internally -- Respected, Responsive, and Reliable. We need to be revolutionary in our thinking in how to deliver projects while the environment in which we work has become more complex. Given the political, environmental, and bureaucratic constraints we face, we need extraordinary efforts to succeed. We aspire to be indispensable to our customers. Their elected representatives, the Commissioners and Judge, should view us as their team of professionals whom they can count on to deliver vitally needed transportation projects and services, on-time and within budget. When we truly delight those whom we serve, our future will be assured."*

## **STRATEGIC GOALS**

*While our vision is a beacon, the Goals guide us to more specific action. They become the major categories of effort in which we need to progress. We expect the Goals to change only infrequently as we proceed up the path of change. As opportunities arise, we may discover other major categories of work that we need to accomplish to achieve our vision. Our five Goals guide us to achieve revolutionary progress for the benefit of our customers and partners.*

### **GOAL #1 REVOLUTIONIZE EFFECTIVENESS:**

*Dramatically improve our project delivery capability. Use the 3 R's of Restructuring, Reengineering, and Reinvention to assure we are optimally organized, have the most efficient processes and have the right core competencies to meet future needs.*

### **GOAL #2 LEVERAGE TECHNOLOGY:**

*Use the new information management, design and project management tools to help revolutionize our productivity.*

### **GOAL #3 REVITALIZE PARTNERSHIPS:**

*Improve the effectiveness of our external partnerships and internal County teamwork.*

### **GOAL #4 PREPARE FOR THE FUTURE:**

*Prepare for the next capital investment program through extensive coordination and assuring we learn from insights gained in executing the 1991 Bond Program.*

### **GOAL #5 INVEST IN PEOPLE:**

*Show extraordinary care for our people, assuring that we recruit, develop and retain the best possible team members for Public Works.*

## **STRATEGIC OBJECTIVES**

Our Vision and Goals are ultimately achieved through specific actions – our Objectives. These are concrete plans of action with process and product improvement as the targeted results. They are aimed at the heart of our business – delivering projects to customers in concert with our partners. We initially tackled a finite number of Objectives in order to stretch but not overwhelm our people. As Objectives are successfully completed, an After Action Review (AAR) is written to explain "What Happened" and "Lessons Learned". Often these reveal the need for new or modified Objectives. As a result we have more than doubled the number of Objectives. By continuing to select the right Objectives, achieving the milestones, and incorporating measures of progress into our regular processes, we can achieve the kind of lasting and beneficial change to achieve our Vision.

### **GOAL #1 REVOLUTIONIZE EFFECTIVENESS:**

**Objective 1.1:** Achieved effective and efficient financial program management . AAR

**Objective 1.2:** Achieve FY 02 & FY 03 targets for encumbering funds in each of the 3 Program areas.

**Objective 1.2.1:** Achieve FY 02 & FY 03 design completion and construction award targets. (Alberta Blair-Robinson)

**Objective 1.2.2:** Achieve FY 02 & FY 03 targets for encumbering funds in property acquisition activities. (Selas Camarillo)

**Objective 1.2.3:** Achieve FY 02 & FY 03 Targets for encumbering planning, transportation and CMAQ funds. (Don Cranford)

**Objective 1.3:** Reengineered our utility coordination process. AAR

**Objective 1.3.1:** Increase capability through Indefinite Delivery Quality Contract (IDQ) for Subsurface Utility Engineering (SUE). AAR

**Objective 1.3.2:** Increased capability through Strategic Utility Partnering. AAR

**Objective 1.3.3:** Utility relocation Standard Operating Procedure (SOP). (David McSwain)

**Objective 1.4:** Instituted evaluation systems for design consultants and construction contractors . AAR

**Objective 1.5:** Revised and improved contracts with consultants and cities. AAR

**Objective 1.5.1:** Revised ILA contract documents with cities/other agencies for the Capital Improvement Program (CIP). AAR

**Objective 1.5.2:** Developed systems to bring consultants on-board for CIP. AAR

**Objective 1.6:** Assigned designers to work as construction project engineers. AAR

**Objective 1.7:** Increase capability to do lab, survey, design, and SUE services through IDQ Contracts. (Jack Hedge & Alberta Blair-Robinson)

**Objective 1.7.1:** Increase capability to do Minor Engineering with IDQ Contracts. (Jack Hedge)

**Objective 1.8:** Fill vacant designer positions. (Jack Hedge, Alberta Blair-Robinson & Don Holzwarth)

**Objective 1.9:** Increased ROW acquisition capability for Bond Program and CIP projects. AAR

**Objective 1.10:** Revised the Dallas County overall ROW policy. AAR

**Objective 1.11:** Developed a structured and documented constructibility review process. AAR

**Objective 1.12:** Developed new change order policy and procedures. AAR

**Objective 1.13:** Established a Pavement Quality Team to evaluate County procedures. AAR

**Objective 1.14:** Dramatically Improved Public Works Financial Management Processes. AAR

**Objective 1.14.1:** Establish a division for financial & engineering management. (Noah New)

**Objective 1.14.2:** Develop written Financial Procedures for department. (Matrix Team)

**Objective 1.14.3:** Establish procedures for program/ engineering management. (Matrix Team)

**Objective 1.15:** Establish and maintain a Department Technical Library. (Jack Hedge & Sid Horner)

**Objective 1.16:** Continue to train/develop matrix team process to incorporate the 5-Phase CIP. AAR

**Objective 1.17:** Develop New Public Works Design Guidelines and Manual. (Jack Hedge)

**Objective 1.17.1:** Document & standardize elements of the design process. (Toni Bacchus)

**Objective 1.17.2:** Develop, document & standardize checklist plan sets. (Dale Davidson)

**Objective 1.18:** Revise/update subdivision policy. (Jack Hedge, David McSwain & Doug Keesey)

**Objective 1.19:** Developed a Manufactured Home Rental Community Policy. AAR

**Objective 1.20:** Fill senior inspector and current vacant inspector positions. (Alberta Blair-Robinson)

**Objective 1.21:** Established Construction Utility Coordinator. AAR

**Objective 1.22:** Approved for a Department-wide restructuring initiative for the new CIP. AAR

**Objective 1.23:** Review permitting requirements for permits issued by DCPW. (David McSwain)

**Objective 1.24:** Review permitting requirements for permits obtained by DCPW. (Jim Smith)

**Objective 1.25:** Revise the Consultants Guidelines for preparing ROW documents. (Irv Griffin)

**Objective 1.26:** Plan for implementation of SWPPP II Requirements. (David McSwain)

**Objective 1.27:** Develop a business plan and incorporate business practices. (Noah New)

### **GOAL #2 LEVERAGE TECHNOLOGY:**

**Objective 2.1:** Upgraded Public Works computer resources and tools. AAR

**Objective 2.2:** Obtained Cell phones for appropriate people in Public Works. AAR

**Objective 2.3:** Revised and Implemented New Project Management Tools. AAR

**Objective 2.4:** Improve our project delivery capability through the use of web-based or other computer linked solutions for project management. (Irv Griffin)

**Objective 2.5:** Provided computers and training for inspectors. AAR

**Objective 2.6:** Establish Construction Senior Technical Coordinator. (Alberta Blair-Robinson)

**Objective 2.7:** Obtain property tax maps and related data using GIS technology. (Craig Marek)

**Objective 2.8:** Improve service to our public customers & partners through a PW home page (Edith Ngwa)

**Objective 2.9:** Insure all designers, technicians and drafters are trained in Microstation J. (Jack Hedge & Toni Bacchus)

**Objective 2.10:** Implementation of Public Works Domain. (Toni Bacchus & Team)

### **GOAL #3 REVITALIZE PARTNERSHIPS:**

**Objective 3.1:** General partnering workshops with private sector and PW organizations FY 00. AAR

**Objective 3.2:** Contract partnering for construction projects initiated in FY 99 and FY 00. AAR

**Objective 3.3:** Reestablish and recharge strong ties with internal partners within PW and Dallas County. (Don Holzwarth)

**Objective 3.4:** Improved the Property Division information distribution process. AAR

**Objective 3.5:** Worked to help streamline the multi-jurisdictional review process. AAR

**Objective 3.6:** Share lessons learned in CIP process with City partners. (Alberta Blair-Robinson)

### **GOAL #4 PREPARE FOR THE FUTURE:**

**Objective 4.1:** Partnered on the 1999 TEA-21 Call for Projects by NCTCOG for CIP. AAR

**Objective 4.2:** Develop recommended transportation elements for the Dallas County CIP. (Don Cranford)

**Objective 4.3:** Reengineer our design, ROW, and



Approved July 9, 2002

District 1		Attachment to Court Order No. 2002-1261. Page 2										Public Works			
Major Capital Improvement Program		Approved July 9, 2002										09-Jul-02			
Funding/Cost Forecast - Revision #3															
Project	City	Funding Source	Project Type	Year Selected	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
					2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>															
TEA - 21 Funding Available		MCIP-T21			2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161			
Thoroughfare Funding Available		MCIP-Thor			1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839			
Major Impact Funding Available		MCIP-MI			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
<b>Total Transportation Funding Available</b>					<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>42,499,000</b>			
<b>Projected Project Costs</b>															
Intersection Group 1	Dallas	MCIP-T21	Intersection	1999	51,917							51,917	207,667	259,584	20.0%
Belt Line Rd - SH 289/Preston to Dallas Pkwy	Dallas	MCIP-T21	Widening	1999	102,670	444,778						547,448	2,189,787	2,737,235	20.0%
Inwood Rd @ Lovers Lane	Dallas	MCIP-T21	Intersection	1999	75,713							75,713	302,847	378,560	20.0%
Valley View Ln - Nicholson to IH 635	Farmers Branch	MCIP-T21	Widening	1999		520,001						520,001	2,079,999	2,600,000	20.0%
Campbell Rd - Jay Ell Rd to US 75	Richardson	MCIP-T21	Grade Sep.	1999	3,519,700							3,519,700	19,944,963	23,464,663	15.0%
Belt Line - Maryland to Denton Dr	Carrollton	MCIP-T21	Thoroughfare	2002			4,000,000					4,000,000	16,000,000	20,000,000	20.0%
<b>Northwest Corridor Participation</b>	<b>Irving</b>	<b>MCIP-MI</b>	<b>Thoroughfare</b>	<b>2002</b>					<b>500,000</b>			<b>500,000</b>	<b>59,500,000</b>	<b>60,000,000</b>	<b>0.8%</b>
Midway - Spring Valley to Dooley	Addison	MCIP-Thor	Signal	2000		196,000						196,000	196,000	392,000	50.0%
Arapaho - Addison Rd to Surveyor	Addison	MCIP-Thor	New Facility	2000				1,432,812				1,432,812	12,895,308	14,328,120	10.0%
Old Denton - Whitlock to Trinity Mills	Carrollton	MCIP-Thor	Reconstruct	2000			2,500,000					2,500,000	2,500,000	5,000,000	50.0%
IH 35E - Spur 348/NW Hwy to Spur 482/Storey	Dallas	MCIP-Thor	Frontage Rd	2000		899,000						899,000	2,201,000	3,100,000	29.0%
Hillcrest - Royal to Loop 12/NW Hwy	Dallas	MCIP-Thor	Turn Lanes	2000	737,500							737,500	737,500	1,475,000	50.0%
Collins @ Plano Rd	Richardson	MCIP-Thor	Intersection	2000		175,000						175,000	175,000	350,000	50.0%
Spring Valley @ Weatherred/Goldmark	Richardson	MCIP-Thor	Intersection	2000			475,000					475,000	475,000	950,000	50.0%
Belt Line - Plano Rd to Jupiter Rd	Richardson	MCIP-Thor	Rehab.	2000		277,721	55,479					333,200	346,800	680,000	49.0%
Main St/Belt Line - Interurban Rd to US 75	Richardson	MCIP-Thor	Turn Lanes	2000		200,000						200,000	200,000	400,000	50.0%
Belt Line @ Dallas Parkway	Addison	MCIP-Thor	Intersection	2002		838,174						838,174	3,352,701	4,190,875	20.0%
Preston Rd - Mimosa to N of Royal	Dallas	MCIP-Thor	Thoroughfare	2002				2,363,130				2,363,130	2,363,130	4,726,260	50.0%
Royal - Webb Chapel to Marquis	Dallas	MCIP-Thor	Thoroughfare	2002					1,216,116			1,216,116	1,216,116	2,432,232	50.0%
Mockingbird - Hillcrest to W of DNT	Highland Park	MCIP-Thor	Thoroughfare	2002					2,145,293			2,145,293	2,622,026	4,767,319	45.0%
Campbell @ Plano Rd	Richardson	MCIP-Thor	Intersection	2002			267,395					267,395	267,395	534,790	50.0%
<b>Total Estimated Costs Per Year</b>					<b>4,487,500</b>	<b>3,550,674</b>	<b>3,297,874</b>	<b>7,795,942</b>	<b>3,861,409</b>	<b>0</b>	<b>0</b>	<b>22,993,399</b>	<b>129,773,239</b>	<b>152,766,638</b>	<b>15.1%</b>
<b>Estimated In-house Project Delivery Costs (25% of Total)</b>					<b>374,250</b>	<b>591,500</b>	<b>514,000</b>	<b>529,435</b>	<b>545,296</b>	<b>561,572</b>	<b>578,504</b>	<b>3,694,557</b>	<b>2,421,444</b>	<b>6,116,000</b>	<b>60.4%</b>
<b>Annual Unprogrammed Balance</b>					<b>554,750</b>	<b>1,274,326</b>	<b>4,104,626</b>	<b>-408,877</b>	<b>3,509,796</b>	<b>7,354,928</b>	<b>-578,504</b>	<b>15,811,045</b>			
<b>Cumulative Unprogrammed Balance</b>					<b>554,750</b>	<b>1,829,076</b>	<b>5,933,702</b>	<b>5,524,825</b>	<b>9,034,621</b>	<b>16,389,549</b>	<b>15,811,045</b>				

Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.  
 A 50% minimum match is assumed for City of Carrollton projects. All other Thoroughfare projects listed meet or exceed the 50% minimum.  
 The Campbell Road Grade Separation TEA-21 Project may take longer to develop than estimated above which would increase the funding available for thoroughfares in the early years.

Countywide Districts 1-4		For Briefing on October 10, 2000									Public Works			
Major Capital Improvement Program											04-Oct-00			
Funding/Cost Forecast														
Project	District	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available	1	MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,161			
	2			2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,160			
	3			2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,161			
	4			2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,160			
	Total			8,908,642	0	5,000,000	5,000,000	5,000,000	5,000,000	0	28,908,642			
Thoroughfare Funding Available	1	MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,839			
	2			1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,840			
	3			1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,839			
	4			1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,840			
	Total			6,091,358	15,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	101,091,358			
Major Impact Funding Available	1	MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	2			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	3			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	4			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	Total			6,666,000	6,666,000	6,666,000	6,666,000	6,666,000	6,666,000	0	39,996,000			
<b>Total Transportation Funding Available</b>				<b>21,666,000</b>	<b>21,666,000</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>0</b>	<b>169,996,000</b>			
<b>Projected Project Costs</b>														
TEA-21 Projects	1	MCIP-T21		3,750,000	964,779	0	0	0	0	0	4,714,779	24,725,263	29,440,042	16.0%
	2			0	1,181,857	0	0	0	0	0	1,181,857	4,727,426	5,909,283	20.0%
	3			598,550	1,853,745	0	0	0	0	0	2,452,295	11,626,445	14,078,740	17.4%
	4			542,673	0	0	0	0	0	0	542,673	7,000,687	7,543,360	7.2%
	Total			4,891,223	4,000,381	0	0	0	0	0	8,891,604	48,079,821	56,971,425	15.6%
Major Impact Projects	1			0	0	0	0	0	0	0	0	0	0	
	2			0	0	0	0	0	0	0	0	0	0	
	3			0	0	0	0	0	0	0	0	0	0	
	4			2,000,000	3,000,000	0	0	0	0	0	5,000,000	15,000,000	20,000,000	25.0%
	Total			2,000,000	3,000,000	0	0	0	0	0	5,000,000	15,000,000	20,000,000	25.0%
Thoroughfare Projects	1	MCIP-Thor		0	2,785,221	6,250,000	5,763,291	0	0	0	14,798,512	40,451,608	55,250,120	26.8%
	2			3,750,000	2,573,000	5,282,500	0	0	0	0	11,605,500	11,605,500	23,211,000	50.0%
	3			3,176,666	1,895,000	2,050,000	0	0	0	0	7,121,666	7,121,666	14,243,332	50.0%
	4			2,936,000	2,395,550	3,336,000	0	0	0	0	8,667,550	13,839,550	22,507,100	38.5%
	Total			9,862,666	9,648,771	16,918,500	5,763,291	0	0	0	42,193,228	73,018,324	115,211,552	36.6%
<b>Total Estimated Costs Per Year</b>				<b>16,753,889</b>	<b>16,649,152</b>	<b>16,918,500</b>	<b>5,763,291</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56,084,832</b>	<b>136,098,145</b>	<b>192,182,977</b>	<b>29.2%</b>
<b>Annual Unprogrammed Balance</b>				<b>4,912,111</b>	<b>5,016,848</b>	<b>14,747,500</b>	<b>25,902,709</b>	<b>31,666,000</b>	<b>31,666,000</b>	<b>0</b>	<b>113,911,168</b>			
<b>Estimated Administrative Cost Ranges</b>														
Estimated Annual Admin Charges, 5% Annual Inflation				2,461,000	3,445,000	3,617,000	3,798,000	3,989,000	4,188,000	4,398,000	25,896,000	0	25,896,000	100%
Same 5% Inflation, Assume 50-50% Cost Sharing				1,230,500	1,722,500	1,808,500	1,899,000	1,994,500	2,094,000	2,199,000	12,948,000	12,948,000	25,896,000	50%
Estimate Annual Admin Charges, 3% Annual Inflation				3,040,000	3,131,000	3,225,000	3,322,000	3,422,000	3,525,000	3,631,000	23,296,000	0	23,296,000	100%
Same 3% Inflation, Assume 50-50% Cost Sharing				1,520,000	1,565,500	1,612,500	1,661,000	1,711,000	1,762,500	1,815,500	11,648,000	11,648,000	23,296,000	50%

*We will pay 50% of direct Admin charges*

District 2		For Briefing on October 10, 2000										Public Works		
Major Capital Improvement Program												04-Oct-00		
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,160			
Thoroughfare Funding Available		MCIP-Thor		1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,840			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	0	42,499,000			
<b>Projected Project Costs</b>														
IH 635 Frontage Rds - Kingsley to LaPrada	Garland	MCIP-T21	Frontage Rds		1,181,857						1,181,857	4,727,426	5,909,283	20.0%
Mockingbird Lane - W Lawther to E Lawther	Dallas	MCIP-Thor	Pd/Bike Brdg	710,000							710,000	710,000	1,420,000	50.0%
Northwest Hwy - Centerville to LaPrada	Garland	MCIP-Thor	Thoroughfare	722,500							722,500	722,500	1,445,000	50.0%
**Miller Rd. - Centerville to Garland City Lim	Garland	MCIP-Thor	Thoroughfare	458,000							458,000	458,000	916,000	50.0%
Military Pkwy - IH 635 to Carmack	Mesquite	MCIP-Thor	Thoroughfare	1,750,000							1,750,000	1,750,000	3,500,000	50.0%
Tripp Rd at Collins Rd	Sunnyvale	MCIP-Thor	Thoroughfare	109,500	168,000						277,500	277,500	555,000	50.0%
Lawson Rd - Scyene to US 80	Sunnyvale	MCIP-Thor	Thoroughfare		590,000						590,000	590,000	1,180,000	50.0%
Pioneer Rd - Bruton to Belt Line	Mesquite	MCIP-Thor	Thoroughfare			4,100,000					4,100,000	4,100,000	8,200,000	50.0%
Country Club - Walnut to Commerce	Garland	MCIP-Thor	Thoroughfare		930,000	1,182,500					2,112,500	2,112,500	4,225,000	50.0%
Skillman/Audelia - Whitehurst to Adleta	Dallas	MCIP-Thor	Thoroughfare		885,000						885,000	885,000	1,770,000	50.0%
	Sachse	MCIP-Thor									0	0		
<b>Total Estimated Costs per Year</b>				<b>3,750,000</b>	<b>3,754,857</b>	<b>5,282,500</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,787,357</b>	<b>16,332,926</b>	<b>29,120,283</b>	<b>43.9%</b>
<b>Annual Unprogrammed Balance</b>				<b>1,666,500</b>	<b>1,661,643</b>	<b>2,634,000</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>29,711,643</b>			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG. A 50% minimum match is assumed all city projects.														
** Miller Rd. Reimburses '91 Bond Program for funds advanced to these limits.														



District 3		For Briefing on October 10, 2000										Public Works		
Major Capital Improvement Program												04-Oct-00		
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161			
Thoroughfare Funding Available		MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	0	42,499,000			
<b>Projected Project Costs</b>														
Beckley @ Commerce & Colorado (COG Gr 22)	Dallas	MCIP-T21	Inters/Signal	59,489							59,489	237,951	297,440	20.0%
Buckner @ Scyene	Dallas	MCIP-T21	Intersection	31,651							31,651	211,817	243,468	13.0%
Camp Wisdom @ Houston School & Polk (Gr 5)	Dallas	MCIP-T21	Intersection	59,489							59,489	237,951	297,440	20.0%
Colorado @ Jefferson	Dallas	MCIP-T21	Intersection	43,265							43,265	173,055	216,320	20.0%
Gaston @ Munger	Dallas	MCIP-T21	Intersection	48,673							48,673	194,687	243,360	20.0%
Gaston @ Washington	Dallas	MCIP-T21	Intersection	54,081							54,081	216,319	270,400	20.0%
Red Bird @ Hampton & Polk (GR 6)	Dallas	MCIP-T21	Intersection	58,407							58,407	233,625	292,032	20.0%
IH 30/ RL Thornton - Munger to Carroll	Dallas	MCIP-T21	Service Rd		263,804						263,804	1,765,451	2,029,255	13.0%
Inwood Rd - Lemmon to Hines	Dallas	MCIP-T21	Widening		1,321,648						1,321,648	5,286,591	6,608,239	20.0%
Loop 12/Buckner - Lake June to US 175	Dallas	MCIP-T21	Widening		268,293						268,293	1,795,495	2,063,788	13.0%
Hines - Motor to Oak Lawn	Dallas	MCIP-T21	Intersection	132,237							132,237	528,945	661,182	20.0%
Oak Lawn @ IH 35E	Dallas	MCIP-T21	Intersection	40,953							40,953	274,063	315,016	13.0%
Olive @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	28,122							28,122	188,198	216,320	13.0%
Pearl @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	42,183							42,183	282,297	324,480	13.0%
<b>Total Estimated Costs</b>														
				3,775,216	3,748,745	2,050,000	0	0	0	0	9,573,961	18,748,111	28,322,072	33.8%
<b>Annual Unprogrammed Balance</b>														
				1,641,284	1,667,755	5,866,500	7,916,500	7,916,500	7,916,500	0	32,925,039			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG. A 50% minimum match is assumed for all projects.														

District 4		For Briefing on October 10, 2000										Public Works		
Major Capital Improvement Program												04-Oct-00		
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,160			
Thoroughfare Funding Available		MCIP-Thor		1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,840			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
<b>Total Transportation Funding Available</b>				<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>42,499,000</b>			
<b>Projected Project Costs</b>														
Yarmouth @ Zang Bld.	Dallas	MCIP-T21	Intersection	48,673							48,673	194,687	243,360	20.0%
IH 30 Service Rds - MacArthur to TRA RR Spur	Grand Prairie	MCIP-T21	Service Rd.	494,000							494,000	6,806,000	7,300,000	6.8%
Mountain Creek Pkwy - IH 20 to Spur 408	Dallas	MCIP-MI	Thoroughfare	2,000,000	3,000,000						5,000,000	15,000,000	20,000,000	25.0%
Clark Rd. - S of Danieldale to Couch (Part)	Dallas	MCIP-Thor	Thoroughfare	934,133							934,133	934,133	1,868,266	50.0%
Clark Rd. - S of Danieldale to Couch (Part)	Duncanville	MCIP-Thor	Thoroughfare	436,664							436,664	436,664	873,328	50.0%
Clark Rd. - S of Danieldale to Couch (Part)	Cedar Hill	MCIP-Thor	Thoroughfare	529,203							529,203	529,203	1,058,406	50.0%
IH 30 WB Frontage Rd - MacArthur to Belt Line	Grand Prairie	MCIP-Thor	Service Rd	384,000							384,000	1,536,000	1,920,000	20.0%
IH 30 EB Frontage Rd - Belt Line to Bagdad	Grand Prairie	MCIP-Thor	Service Rd	652,000							652,000	2,608,000	3,260,000	20.0%
Cockrell Hill Rd - Wintergreen to Pleasant Run	DeSoto	MCIP-Thor	Thoroughfare		2,065,550						2,065,550	2,065,550	4,131,100	50.0%
Hampton Rd @ Bear Creek Rd	Glenn Heights	MCIP-Thor	Intersection		330,000						330,000	330,000	660,000	50.0%
Houston School Rd - Wheatland to Belt Line	Lancaster	MCIP-Thor	Thoroughfare			3,336,000					3,336,000	5,400,000	8,736,000	38.2%
<b>Total Estimated Costs per Year</b>				<b>5,478,673</b>	<b>5,395,550</b>	<b>3,336,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,210,223</b>	<b>35,840,237</b>	<b>50,050,460</b>	<b>28.4%</b>
<b>Annual Unprogrammed Balances</b>				<b>-62,173</b>	<b>20,950</b>	<b>4,580,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>28,288,777</b>			
												<b>District 4</b>		

Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.  
A 50% minimum match is assumed all city projects.

*Sam Wilson*  
*Money Available Oct 1, 2004*  
*Money Avail Oct 1, 2006*  
*John He...*

District 1 - For Briefing on October 10, 2000													Public Works	
Major Capital Improvement Program													04-Oct-00	
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	7,227,161			
Thoroughfare Funding Available		MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,272,839			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	9,999,000			
<b>Total Transportation Funding Available</b>				<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>42,499,000</b>	<b>0</b>		
<b>Projected Project Costs</b>														
Intersection Group 1	Dallas	MCIP-T21	Intersection	51,917							51,917	207,667	259,584	20.0%
Belt Line Rd - SH 289/Preston to Dallas Pkwy	Dallas	MCIP-T21	Widening	102,670	444,778						547,448	2,189,787	2,737,235	20.0%
Inwood Rd @ Lovers Lane	Dallas	MCIP-T21	Intersection	75,713							75,713	302,847	378,560	20.0%
Valley View Ln - Nicholson to IH 635	Farmers Branch	MCIP-T21	Widening		520,001						520,001	2,079,999	2,600,000	20.0%
Campbell Rd - Jay Ell Rd to US 75	Richardson	MCIP-T21	Grade Sep.	3,519,700							3,519,700	19,944,963	23,464,663	15.0%
Midway - Spring Valley to Dooley	Addison	MCIP-Thor	Signal		196,000						196,000	196,000	392,000	50.0%
Arapaho - Addison Rd to Surveyor	Addison	MCIP-Thor	New Facility					1,432,812			1,432,812	12,895,308	14,328,120	10.0%
Old Denton - Whitlock to Trinity Mills	Carrollton	MCIP-Thor	Reconstruct			2,500,000					2,500,000	2,500,000	5,000,000	50.0%
Broadway - Belt Line to Trinity Mills	Carrollton	MCIP-Thor	Widening			419,521		3,830,479			4,250,000	4,250,000	8,500,000	50.0%
Sandy Lake - Denton Tap to SH 121	Coppell	MCIP-Thor	Widening			1,300,000					1,300,000	6,975,000	8,275,000	15.7%
IH 35E - Spur 348/NW Hwy to Spur 482/Storey	Dallas	MCIP-Thor	Frontage Rd		899,000						899,000	2,201,000	3,100,000	29.0%
Hillcrest - Royal to Loop 12/NW Hwy	Dallas	MCIP-Thor	Turn Lanes		737,500						737,500	737,500	1,475,000	50.0%
Las Colinas Blvd - Colwell to Lake Carolyn Pkwy	Irving	MCIP-Thor	New Facility			1,500,000	500,000				2,000,000	8,000,000	10,000,000	20.0%
Sh 121 Bypass - County Line to Denton Tap Rd	Lewisville	MCIP-Thor	New Facility		300,000						300,000	1,500,000	1,800,000	16.7%
Collins @ Plano Rd	Richardson	MCIP-Thor	Intersection		175,000						175,000	175,000	350,000	50.0%
Spring Valley @ Weatherred/Goldmark	Richardson	MCIP-Thor	Intersection			475,000					475,000	475,000	950,000	50.0%
Belt Line - Plano Rd to Jupiter Rd	Richardson	MCIP-Thor	Rehab.		277,721	55,479					333,200	346,800	680,000	49.0%
Main St/Belt Line - Interurban Rd to US 75	Richardson	MCIP-Thor	Turn Lanes		200,000						200,000	200,000	400,000	50.0%
<b>Total Estimated Costs Per Year</b>				<b>3,750,000</b>	<b>3,750,000</b>	<b>6,250,000</b>	<b>5,763,291</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19,513,291</b>	<b>65,176,871</b>	<b>84,690,162</b>	<b>23.0%</b>
<b>Annual Unprogrammed Balance</b>				<b>1,666,500</b>	<b>1,666,500</b>	<b>1,666,500</b>	<b>2,153,209</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>22,985,709</b>			

Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.  
 A 50% minimum match is assumed for City of Carrollton projects. All other Thoroughfare projects listed meet or exceed the 50% minimum.  
 The Las Colinas Blvd project includes \$2.0 million thoroughfare participation and assumes an additional \$1.0 million in right-of-way exchange.  
 The Campbell Road Grade Separation TEA-21 Project may take longer to develop than estimated above which would increase the funding available for thoroughfares in the early years.

District 2			For Briefing on October 10, 2000							Public Works				
Major Capital Improvement Program										04-Oct-00				
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,160			
Thoroughfare Funding Available		MCIP-Thor		1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,840			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	0	42,499,000			
<b>Projected Project Costs</b>														
IH 635 Frontage Rds - Kingsley to LaPrada	Garland	MCIP-T21	Frontage Rds		1,181,857						1,181,857	4,727,426	5,909,283	20.0%
Mockingbird Lane - W Lawther to E Lawther	Dallas	MCIP-Thor	Pd/Bike Brdg	710,000							710,000	710,000	1,420,000	50.0%
Northwest Hwy - Centerville to LaPrada	Garland	MCIP-Thor	Thoroughfare	722,500							722,500	722,500	1,445,000	50.0%
**Miller Rd. - Centerville to Garland City Lim	Garland	MCIP-Thor	Thoroughfare	458,000							458,000	458,000	916,000	50.0%
Military Pkwy - IH 635 to Carmack	Mesquite	MCIP-Thor	Thoroughfare	1,750,000							1,750,000	1,750,000	3,500,000	50.0%
Tripp Rd at Collins Rd	Sunnyvale	MCIP-Thor	Thoroughfare	109,500	168,000						277,500	277,500	555,000	50.0%
Lawson Rd - Scyene to US 80	Sunnyvale	MCIP-Thor	Thoroughfare		590,000						590,000	590,000	1,180,000	50.0%
Pioneer Rd - Bruton to Belt Line	Mesquite	MCIP-Thor	Thoroughfare			4,100,000					4,100,000	4,100,000	8,200,000	50.0%
Country Club - Walnut to Commerce	Garland	MCIP-Thor	Thoroughfare		930,000	1,182,500					2,112,500	2,112,500	4,225,000	50.0%
Skillman/Audelia - Whitehurst to Adleta	Dallas	MCIP-Thor	Thoroughfare		885,000						885,000	885,000	1,770,000	50.0%
	Sachse	MCIP-Thor									0	0		
<b>Total Estimated Costs per Year</b>				3,750,000	3,754,857	5,282,500	0	0	0	0	12,787,357	16,332,926	29,120,283	43.9%
<b>Annual Unprogrammed Balance</b>				1,666,500	1,661,643	2,634,000	7,916,500	7,916,500	7,916,500	0	29,711,643			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.														
A 50% minimum match is assumed all city projects.														
** Miller Rd. Reimburses '91 Bond Program for funds advanced to these limits.														
												District 2		

District 3			For Briefing on October 10, 2000							Public Works				
Major Capital Improvement Program										04-Oct-00				
Funding/Cost Forecast														
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available		MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161			
Thoroughfare Funding Available		MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839			
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000			
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	0	42,499,000			
<b>Projected Project Costs</b>														
Beckley @ Commerce & Colorado (COG Gr 22)	Dallas	MCIP-T21	Inters/Signal	59,489							59,489	237,951	297,440	20.0%
Buckner @ Scyene	Dallas	MCIP-T21	Intersection	31,651							31,651	211,817	243,468	13.0%
Camp Wisdom @ Houston School & Polk (Gr 5)	Dallas	MCIP-T21	Intersection	59,489							59,489	237,951	297,440	20.0%
Colorado @ Jefferson	Dallas	MCIP-T21	Intersection	43,265							43,265	173,055	216,320	20.0%
Gaston @ Munger	Dallas	MCIP-T21	Intersection	48,673							48,673	194,687	243,360	20.0%
Gaston @ Washington	Dallas	MCIP-T21	Intersection	54,081							54,081	216,319	270,400	20.0%
Red Bird @ Hampton & Polk (GR 6)	Dallas	MCIP-T21	Intersection	58,407							58,407	233,625	292,032	20.0%
IH 30/ RL Thornton - Munger to Carroll	Dallas	MCIP-T21	Service Rd		263,804						263,804	1,765,451	2,029,255	13.0%
Inwood Rd - Lemmon to Hines	Dallas	MCIP-T21	Widening		1,321,648						1,321,648	5,286,591	6,608,239	20.0%
Loop 12/Buckner - Lake June to US 175	Dallas	MCIP-T21	Widening		268,293						268,293	1,795,495	2,063,788	13.0%
Hines - Motor to Oak Lawn	Dallas	MCIP-T21	Intersection	132,237							132,237	528,945	661,182	20.0%
Oak Lawn @ IH 35E	Dallas	MCIP-T21	Intersection	40,953							40,953	274,063	315,016	13.0%
Olive @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	28,122							28,122	188,198	216,320	13.0%
Pearl @ Woodall Rodgers	Dallas	MCIP-T21	Intersection	42,183							42,183	282,297	324,480	13.0%
<b>Total Estimated Costs</b>														
				3,775,216	3,748,745	2,050,000	0	0	0	0	9,573,961	18,748,111	28,322,072	33.8%
<b>Annual Unprogrammed Balance</b>														
				1,641,284	1,667,755	5,866,500	7,916,500	7,916,500	7,916,500	0	32,925,039			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG. A 50% minimum match is assumed for all projects.														
												District 3		

District 4													Public Works		
Major Capital Improvement Program													04-Oct-00		
Funding/Cost Forecast															
For Briefing on October 10, 2000															
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share		
				2004	2005	2006	2007	2008	2009					2010	
<b>MCIP Funding Authorized</b>															
TEA - 21 Funding Available		MCIP-T21		2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,160				
Thoroughfare Funding Available		MCIP-Thor		1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,840				
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000				
<b>Total Transportation Funding Available</b>				<b>5,416,500</b>	<b>5,416,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>42,499,000</b>				
<b>Projected Project Costs</b>															
Yarmouth @ Zang Bld.	Dallas	MCIP-T21	Intersection	48,673							48,673	194,687	243,360	20.0%	
IH 30 Service Rds - MacArthur to TRA RR Spur	Grand Prairie	MCIP-T21	Service Rd.	494,000							494,000	6,806,000	7,300,000	6.8%	
Mountain Creek Pkwy - IH 20 to Spur 408	Dallas	MCIP-MI	Thoroughfare	2,000,000	3,000,000						5,000,000	15,000,000	20,000,000	25.0%	
Clark Rd. - S of Daniieldale to Couch (Part)	Dallas	MCIP-Thor	Thoroughfare	934,133							934,133	934,133	1,868,266	50.0%	
Clark Rd. - S of Daniieldale to Couch (Part)	Duncanville	MCIP-Thor	Thoroughfare	436,664							436,664	436,664	873,328	50.0%	
Clark Rd. - S of Daniieldale to Couch (Part)	Cedar Hill	MCIP-Thor	Thoroughfare	529,203							529,203	529,203	1,058,406	50.0%	
IH 30 WB Frontage Rd - MacArthur to Belt Line	Grand Prairie	MCIP-Thor	Service Rd	384,000							384,000	1,536,000	1,920,000	20.0%	
IH 30 EB Frontage Rd - Belt Line to Bagdad	Grand Prairie	MCIP-Thor	Service Rd	652,000							652,000	2,608,000	3,260,000	20.0%	
Cockrell Hill Rd - Wintergreen to Pleasant Run	DeSoto	MCIP-Thor	Thoroughfare		2,065,550						2,065,550	2,065,550	4,131,100	50.0%	
Hampton Rd @ Bear Creek Rd	Glenn Heights	MCIP-Thor	Intersection		330,000						330,000	330,000	660,000	50.0%	
Houston School Rd - Wheatland to Belt Line	Lancaster	MCIP-Thor	Thoroughfare			3,336,000					3,336,000	5,400,000	8,736,000	38.2%	
<b>Total Estimated Costs per Year</b>				<b>5,478,673</b>	<b>5,395,550</b>	<b>3,336,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,210,223</b>	<b>35,840,237</b>	<b>50,050,460</b>	<b>28.4%</b>	
<b>Annual Unprogrammed Balances</b>				<b>-62,173</b>	<b>20,950</b>	<b>4,580,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>7,916,500</b>	<b>0</b>	<b>28,288,777</b>				
													<b>District 4</b>		
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.															
A 50% minimum match is assumed all city projects.															

Countywide Districts 1-4			For Briefing on October 10, 2000								Public Works			
Major Capital Improvement Program											04-Oct-00			
Funding/Cost Forecast														
Project	District	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share	
				2004	2005	2006	2007	2008	2009					2010
<b>MCIP Funding Authorized</b>														
TEA - 21 Funding Available	1	MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,161			
	2			2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,160			
	3			2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,161			
	4			2,227,160	0	1,250,000	1,250,000	1,250,000	1,250,000	0	7,227,160			
	Total			8,908,642	0	5,000,000	5,000,000	5,000,000	5,000,000	0	28,908,642			
<b>Thoroughfare Funding Available</b>														
	1	MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,839			
	2			1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,840			
	3			1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,839			
	4			1,522,840	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000	0	25,272,840			
	Total			6,091,358	15,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	101,091,358			
<b>Major Impact Funding Available</b>														
	1	MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	2			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	3			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	4			1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	0	9,999,000			
	Total			6,666,000	6,666,000	6,666,000	6,666,000	6,666,000	6,666,000	0	39,996,000			
<b>Total Transportation Funding Available</b>				21,666,000	21,666,000	31,666,000	31,666,000	31,666,000	31,666,000	0	169,996,000			
<b>Projected Project Costs</b>														
TEA-21 Projects	1	MCIP-T21		3,750,000	964,779	0	0	0	0	0	4,714,779	24,725,263	29,440,042	16.0%
	2			0	1,181,857	0	0	0	0	0	1,181,857	4,727,426	5,909,283	20.0%
	3			598,550	1,853,745	0	0	0	0	0	2,452,295	11,626,445	14,078,740	17.4%
	4			542,673	0	0	0	0	0	0	542,673	7,000,687	7,543,360	7.2%
	Total			4,891,223	4,000,381	0	0	0	0	0	8,891,604	48,079,821	56,971,425	15.6%
<b>Major Impact Projects</b>														
	1			0	0	0	0	0	0	0	0	0	0	
	2			0	0	0	0	0	0	0	0	0	0	
	3			0	0	0	0	0	0	0	0	0	0	
	4			2,000,000	3,000,000	0	0	0	0	0	5,000,000	15,000,000	20,000,000	25.0%
	Total			2,000,000	3,000,000	0	0	0	0	0	5,000,000	15,000,000	20,000,000	25.0%
<b>Thoroughfare Projects</b>														
	1	MCIP-Thor		0	2,785,221	6,250,000	5,763,291	0	0	0	14,798,512	40,451,608	55,250,120	26.8%
	2			3,750,000	2,573,000	5,282,500	0	0	0	0	11,605,500	11,605,500	23,211,000	50.0%
	3			3,176,666	1,895,000	2,050,000	0	0	0	0	7,121,666	7,121,666	14,243,332	50.0%
	4			2,936,000	2,395,550	3,336,000	0	0	0	0	8,667,550	13,839,550	22,507,100	38.5%
	Total			9,862,666	9,648,771	16,918,500	5,763,291	0	0	0	42,193,228	73,018,324	115,211,552	36.6%
<b>Total Estimated Costs Per Year</b>				16,753,889	16,649,152	16,918,500	5,763,291	0	0	0	56,084,832	136,098,145	192,182,977	29.2%
<b>Annual Unprogrammed Balance</b>				4,912,111	5,016,848	14,747,500	25,902,709	31,666,000	31,666,000	0	113,911,168			
<b>Summary</b>														
<b>Estimated Administrative Cost Ranges</b>														
<b>Estimated Annual Admin Charges, 5% Annual Inflation</b>				2,461,000	3,445,000	3,617,000	3,798,000	3,989,000	4,188,000	4,398,000	25,896,000	0	25,896,000	100%
<b>Same 5% Inflation, Assume 50-50% Cost Sharing</b>				1,230,500	1,722,500	1,808,500	1,899,000	1,994,500	2,094,000	2,199,000	12,948,000	12,948,000	25,896,000	50%
<b>Estimate Annual Admin Charges, 3% Annual Inflation</b>				3,040,000	3,131,000	3,225,000	3,322,000	3,422,000	3,525,000	3,631,000	23,296,000	0	23,296,000	100%
<b>Same 3% Inflation, Assume 50-50% Cost Sharing</b>				1,520,000	1,565,500	1,612,500	1,661,000	1,711,000	1,762,500	1,815,500	11,648,000	11,648,000	23,296,000	50%

District 1		For Briefing on October 10, 2000								Public Works					
Major Capital Improvement Program										04-Oct-00					
Funding/Cost Forecast															
Project	City	Funding Source	Project Type	Program Year - County Funding Only						County Totals	By Others	Total Cost	County Share		
				2004	2005	2006	2007	2008	2009					2010	
<b>MCIP Funding Authorized</b>															
TEA - 21 Funding Available		MCIP-T21		2,227,161	0	1,250,000	1,250,000	1,250,000	1,250,000		7,227,161				
Thoroughfare Funding Available		MCIP-Thor		1,522,839	3,750,000	5,000,000	5,000,000	5,000,000	5,000,000		25,272,839				
Major Impact Funding Available		MCIP-MI		1,666,500	1,666,500	1,666,500	1,666,500	1,666,500	1,666,500		9,999,000				
Total Transportation Funding Available				5,416,500	5,416,500	7,916,500	7,916,500	7,916,500	7,916,500	0	42,499,000				
<b>Projected Project Costs</b>															
Intersection Group 1															
Belt Line Rd - SH 289/Preston to Dallas Pkwy		Dallas	MCIP-T21	Intersection	51,917						51,917	207,667	259,584	20.0%	
Inwood Rd @ Lovers Lane		Dallas	MCIP-T21	Widening	102,670	444,778					547,448	2,189,787	2,737,235	20.0%	
Valley View Ln - Nicholson to IH 635		Dallas	MCIP-T21	Intersection	75,713						75,713	302,847	378,560	20.0%	
Campbell Rd - Jay Ell Rd to US 75		Farmers Branch	MCIP-T21	Widening		520,001					520,001	2,079,999	2,600,000	20.0%	
		Richardson	MCIP-T21	Grade Sep.	3,519,700						3,519,700	19,944,963	23,464,663	15.0%	
Midway - Spring Valley to Dooley															
		Addison	MCIP-Thor	Signal		196,000					196,000	196,000	392,000	50.0%	
Arapaho - Addison Rd to Surveyor															
		Addison	MCIP-Thor	New Facility			1,432,812				1,432,812	12,895,308	14,328,120	10.0%	
Old Denton - Whitlock to Trinity Mills															
		Carrollton	MCIP-Thor	Reconstruct			2,500,000				2,500,000	2,500,000	5,000,000	50.0%	
Broadway - Belt Line to Trinity Mills															
		Carrollton	MCIP-Thor	Widening			419,521	3,830,479			4,250,000	4,250,000	8,500,000	50.0%	
Sandy Lake - Denton Tap to SH 121															
		Coppell	MCIP-Thor	Widening			1,300,000				1,300,000	6,975,000	8,275,000	15.7%	
IH 35E - Spur 348/NW Hwy to Spur 482/Storey															
		Dallas	MCIP-Thor	Frontage Rd		899,000					899,000	2,201,000	3,100,000	29.0%	
Hillcrest - Royal to Loop 12/NW Hwy															
		Dallas	MCIP-Thor	Turn Lanes		737,500					737,500	737,500	1,475,000	50.0%	
Las Colinas Blvd - Colwell to Lake Carolyn Pkwy															
		Irving	MCIP-Thor	New Facility			1,500,000	500,000			2,000,000	8,000,000	10,000,000	20.0%	
Sh 121 Bypass - County Line to Denton Tap Rd															
		Lewisville	MCIP-Thor	New Facility		300,000					300,000	1,500,000	1,800,000	16.7%	
Collins @ Plano Rd															
		Richardson	MCIP-Thor	Intersection		175,000					175,000	175,000	350,000	50.0%	
Spring Valley @ Weatherred/Goldmark															
		Richardson	MCIP-Thor	Intersection			475,000				475,000	475,000	950,000	50.0%	
Belt Line - Plano Rd to Jupiter Rd															
		Richardson	MCIP-Thor	Rehab.		277,721	55,479				333,200	346,800	680,000	49.0%	
Main St/Belt Line - Interurban Rd to US 75															
		Richardson	MCIP-Thor	Turn Lanes		200,000					200,000	200,000	400,000	50.0%	
<b>Total Estimated Costs Per Year</b>					3,750,000	3,750,000	6,250,000	5,763,291	0	0	0	19,513,291	65,176,871	84,690,162	23.0%
<b>Annual Unprogrammed Balance</b>					1,666,500	1,666,500	1,666,500	2,153,209	7,916,500	7,916,500	0	22,985,709			
Notes: TEA-21 Project cost estimates are the latest, adjusted for inflation, estimates from NCTCOG.															
A 50% minimum match is assumed for City of Carrollton projects. All other Thoroughfare projects listed meet or exceed the 50% minimum.															
The Las Colinas Blvd project includes \$2.0 million thoroughfare participation and assumes an additional \$1.0 million in right-of-way exchange.															
The Campbell Road Grade Separation TEA-21 Project may take longer to develop than estimated above which would increase the funding available for thoroughfares in the early years.															
												District 1			