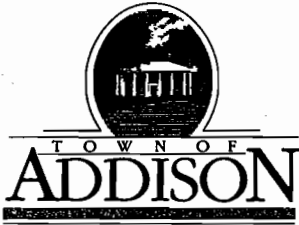


JIM

Agenda Item



**PUBLIC WORKS DEPARTMENT**

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

**MEMO**

To: Chris Terry  
From: Mike Murphy *Mike Murphy*  
Date: February 28, 2001  
Re: Interlocal Agreement With Dallas County For  
Improvements to Keller Springs Road

Attached is an Interlocal Agreement between Dallas County and the Town of Addison for pavement improvements to Keller Springs Road from Addison Road to Dallas Parkway. Deterioration of this section of roadway was accelerated by the construction of the Toll Tunnel.

Dallas County will rotomill approximately 13,700 square yards of existing asphalt to a depth of one and one half inches. The County will apply a pavement sealer and thin course of gravel to reduce reflective cracking, to be followed by a two-inch thick overlay of new asphalt laid in place by the County's annual contractor.

This project is estimated to cost \$106,069 (see Exhibit "A" of attached agreement). Because Keller Springs Road is classified as a County Type "B" road, Dallas County will fund 50% (\$53,034.50) of this overlay project.

The Town's portion will be funded from the Street Operations Budget.

After resurfacing, the Street Division will contract for the replacement of the pavement markings (\$20,000) and traffic signal loops (\$6,000). These funds are also available in the Street Operations Budget.

Staff recommends approval of this agreement and the expenditure of \$53,034.50.

STATE OF TEXAS §

COUNTY OF DALLAS §

INTERLOCAL AGREEMENT  
BETWEEN DALLAS COUNTY AND TOWN OF ADDISON  
FOR KELLER SPRINGS ROAD  
FROM ADDISON ROAD TO DALLAS PARKWAY

WHERE AS, the Town of Addison, Texas, hereinafter called "Town", and the County of Dallas, Texas, hereinafter called "County", desire to enter into an interlocal agreement for the purpose of improving Keller Springs Road, as further described by Exhibit "A"; and,

WHERE AS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal contracts;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by Town and County for the mutual consideration stated herein:

WITNESSETH

I.

Town has requested and County agrees to participate in improvements to Keller Springs Road beginning at Addison Road and ending at Dallas Parkway, hereinafter called the "Project", as further described in Exhibit "A" attached hereto and incorporated herein for all purposes. The Project is classified as a County Type "B" road project.

II.

County agrees to furnish materials, labor and equipment necessary and to perform the Project construction at a cost not to exceed \$106,069.00, hereinafter called the "Not to Exceed Amount". All expenditures by the County for the performance of these governmental functions of improving this street shall be made from current revenues available to the County of Dallas.

III.

Town agrees to pay to County the sum of \$53,034.50 as Town's portion of the cost of the Project. Such amount will be deposited with County prior to the commencement of construction and County is authorized to expend such amount for periodic payments of Project cost. All expenditures by the Town for the performance of these governmental functions of improving this street shall be made from current revenues available to the Town of Addison. The Town agrees that these payments are a fair compensation for the services and functions performed under this agreement.

IV.

Town agrees to accomplish the following items, if required by the project, in a timely manner to insure that such items will not delay the County construction schedule; (1) inform the public of the proposed reconstruction of the Project; (2) locate all manholes, water valves, and other utilities within the Project; and (3) make or cause to be made all utility relocations or adjustments necessary for the Project at no cost to County.

V.

In the event that the cost of the Project shall exceed the Not to Exceed Amount, Town 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 Town exceeds the actual cost, the difference will be remitted to Town. In the event that additional funds are due, County will bill Town who agrees to pay such funds within thirty (30) days of receipt of such billing.

VI.

The term of this agreement shall be from the date of the last signature approving the agreement until the completion of the Project and final payment as provided herein.

VII.

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

VIII.

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys fees, against the County, including workers compensation claims, arising out of the performance of the construction and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this agreement and caused by the sole negligence of the County, its agents, officers and/or employees.

IX.

The Town agrees to be responsible for any liability or damages the Town may suffer as a result of claims, demands, costs or judgments, including reasonable attorneys fees, against the Town, including workers compensation claims, arising out of the performance of the construction and services under this agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of the agreement and caused by the sole negligence of the Town, its agents, officers and/or employees.

X.

Town and County agree that any liability or damages as stated above occurring during the performance of this agreement caused by the joint or comparative negligence of their employees,

agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

XI.

Town and County agree that County's obligation to perform the Project construction is contingent upon the receipt of Town's payment of \$53,034.50 and no construction on the Project will commence prior to the receipt by County of such payment.

XII.

This Agreement shall be expressly subject to the sovereign immunity of County and the governmental immunity of Town, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state law. This Agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either Town or County shall be in Dallas County, Texas.

The Town of Addison, State of Texas, has executed the Agreement pursuant to duly authorized Town Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2001.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2001.

TOWN OF ADDISON

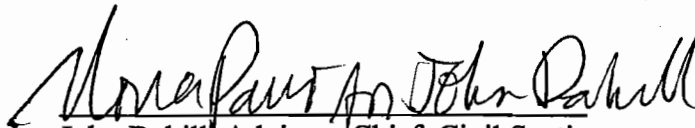
COUNTY OF DALLAS

BY \_\_\_\_\_

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

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

APPROVED AS TO FORM

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

**Exhibit "A"**

The Town of Addison has requested the County's participation in the improvement of Keller Springs Road, from Addison Road to Dallas Parkway, consisting of the following operations:

Scope: Keller Springs Rd.					
(Addison Road to Dallas Parkway)					13,700 SY
Materials:					
H.M.A.C. 2" Type "D"	1507 Tons	@	\$32.50		\$ 48,978.00
Ton Mile Haul	1507 X 11	@	\$ .30		\$ 4,973.00
Grade #4 Chat	178 Tons	@	\$ 9.00		\$ 1,602.00
CRS-2P	4247 Gal.	@	\$ 1.35		\$ 5,733.00
Labor/Equipment:					
Milling and					
Removal	13,700 SY	@	\$ 1.50		\$ 20,550.00
CRS-2P Application	13,700 SY	@	\$ .70		\$ 9,590.00
Traffic Control:	10 Days	@	\$375.00		\$ 3,750.00
Lane Tabs	1,000	@	\$ 1.25		\$ 1,250.00
Sub Total:					\$ 96,426.00
Contingence:		@	10%		\$ 9,643.00
Total Cost:					\$106,069.00
Total Cost To Town					\$ 53,034.50
Total Cost To County					\$ 53,034.50
Cost Per Square Yard					\$ 7.74

The County agrees to rotomill approximately 13,700 square yards of existing asphalt on the street mentioned above to a depth of 1.5". This includes milling, hauling, detailing, and sweeping, at an estimated cost of \$1.50 per square yard for a total cost of \$20,550. The County will sell the reclaimed asphalt pavement (RAP) material to the County's contractor for the highest bid per ton. This money will be deducted from the total project costs, but there will be a 15.5% administrative fee added to the project costs to cover this service. The County will furnish the Town an accounting of the RAP material sold. In the event the County is unsuccessful in securing a contractor due to the lack of marketability of the RAP material and/or the County's contractor rejects the RAP material due to contamination, the County will dispose of the material at Town's request.

The County agrees to apply a seal coat using CRS-2P emulsion with Grade #4 Chat at an estimated cost of \$16,925.

The County will provide for the overlay of the project with 2" of Type "D" hot mix asphaltic concrete (HMAC), to be laid in place by the County's annual contractor, at an estimated cost of \$53,951.

The County will provide for traffic control, including temporary lane tabs, through its contractor, at an estimated cost of \$5,000.

In addition, a 10% contingency, or \$9,643, has been included in the project estimate to provide for unanticipated conditions.

The Town will pay 50% of the total estimated project costs, \$53,034.50 to the County prior to approval of the Interlocal Agreement by the Commissioners Court.