

2000-3 Arapaho Road
Tollway Intersection agreement & plat - 1998

PLAT

Jack Antebi 214-670-3267

City Hall, Lower Level 1, B North (LIBN)

CASCADE
CASCADE
CASCADE



LETTER OF TRANSMITTAL

Public Works / Engineering

16801 Westgrove • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	12-11-98	JOB NO.	
ATTENTION			
RE:	Arapaho Road.		

TO Carmen Moran

GENTLEMAN:

WE ARE SENDING YOU

- Attached
- Under separate cover via _____ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Original Dallas/Addison Interlocal Agreement

THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return _____ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS for your file

cc given to Robert Weber 12-17-98

COPY TO _____

SIGNED: Jim Rice

If enclosures are not as noted, please notify us at once.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DALLAS/ADDISON INTERLOCAL AGREEMENT

WHEREAS, the City of Dallas, Texas (hereinafter called "Dallas") and the Town of Addison (hereinafter called "Addison"), both Texas municipal corporations, want to enter into an agreement for the construction of geometric and traffic signal hardware improvements at the intersection of Dallas North Tollway and Arapaho Road (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Now, Therefore, this Agreement is hereby made and entered into by Dallas and Addison, in consideration of the mutual promises and covenants contained herein.

WITNESSETH:

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only. Dallas and Addison also agree that the final phase of improvements shall be designed and constructed once the southbound to northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day. For purposes of determining whether the above-mentioned 90 vehicle per hour criteria has been reached, the traffic count will be performed by a qualified professional individual or firm mutually agreed upon by Dallas and Addison. Addison will also assume the lead role in procuring funding for the final improvements. The design of the final improvements shall be approved by Dallas prior to construction. The final improvements shall be constructed in accordance with this Agreement, except that if any additional terms or conditions become necessary in connection with the final improvements, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.

2. Dallas agrees to perform the following obligations in connection with the Project:

- A. To make a detailed review of Project plans, specifications and construction documents. Any subsequent modifications to any approved plans, specifications and construction documents for the Project shall also be submitted to Dallas for its review and approval.
- B. To inspect all Project construction activity for conformity with the approved plans, specifications and construction documents.
- C. To resume responsibility for maintenance of the Project upon final completion by Addison and acceptance by Dallas. Dallas will maintain existing control of the signal timing for the intersection of Arapaho Road and Dallas North Tollway both during and after Project construction.
- D. To require all contractors to secure all necessary permits required by Dallas for any work performed within the city limits of Dallas in the course of the Project.

3. Addison agrees to perform the following obligations in connection with the Project:

- A. Addison will design and construct, or cause design and construction of, all interim Project improvements in accordance with all Dallas-approved design criteria, plans, specifications and construction documents. Addison agrees that if it uses outside entities to perform design and construction work, it will require any consulting engineer or construction contractor used to defend, indemnify and hold Dallas and Addison harmless from any claimed personal injury (including death), property damage or other loss for which recovery of damages is allowed that arises out of or is occasioned by any breach of the contract or any negligent or strictly liable act or omission of the consulting engineer or construction contractor in the performance of any Project work. The form of indemnity to be used is as shown in Exhibit A, attached to and made a part of this Agreement.
- B. Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of interim Project construction, including but not limited to design, right-of-way acquisition and construction. Addison agrees to reimburse

Dallas for the labor, equipment and material costs associated with the installation of temporary and permanent signals as well as signal timing adjustments for the intersection during Project construction as required in Paragraph 2.C above. The estimated costs of these items are shown in Exhibit B, attached to and made a part of this Agreement.

- C. Addison shall also submit a Traffic Control Plan, to be reviewed and approved by Dallas, as part of the overall Project design.
- D. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.

4. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the parties.

Executed this 4 day of DECEMBER, 1998 by Addison, pursuant to City of Addison Council Minutes dated OCTOBER 27, 1998, and by Dallas, pursuant to City Council Resolution 98-1562, dated MAY 27, 1998.

CITY OF DALLAS
TEODORO J. BENAVIDES, City Manager

TOWN OF ADDISON

By: [Signature]
Assistant City Manager

By: [Signature]
City Manager ~~XXXXXXXX~~

APPROVED AS TO FORM:
ANGELA K. WASHINGTON
Interim City Attorney

By: *Lawrence G. Scott*
Assistant City Attorney
Submitted to City Attorney
LGS

APPROVED AS TO FORM:

By: *Kenneth R. Appel*
City Attorney

EXHIBIT A - INDEMNITY FORM

Contractor agrees to defend, indemnify and hold Addison, its officers, agents and employees, and the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Addison, its officers, agents or employees, or the sole negligence or fault of Dallas, its officers, agents or employees, and in the event of joint and concurring negligence or fault of Contractor, Addison and Dallas, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to Addison or the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

EXHIBIT B - Temporary and Permanent Signal Cost Estimate

Arapaho at Dallas Parkway

LABOR WORKSHEET

GRADE	RATE	HRS	TOTAL
Electrician Master 54	\$24.94	40	\$997.60
Electrician Supv. 49	\$21.63	120	\$2,595.60
Electrician Journeyman 48	\$19.67	120	\$2,360.40
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Inspector 49	\$19.55	8	\$156.40
SUB TOTAL			\$12,660.00
+22% OH			\$2,785.20
TOTAL			\$15,445.20

Explanation of labor costs:

- Electricians: Will construct and maintain the temporary traffic signals during the construction. The estimates assume three signal adjustments will be need throughout the construction due to traffic switches.
- Engineer: Will perform signal timing changes for the temporary and permanent traffic signals.
- Inspector: Will handle coordination of delivery of all required signal hardware and will inspect the installation of pull boxes and conduit.

EQUIPMENT WORKSHEET

EQUIPMENT	RATE	# DAYS	TOTAL
Bucket Truck *	\$50.00	15	\$750.00
Pole Cat	\$75.00	5	\$375.00
Pick Up Truck	\$20.00	5	\$100.00
TOTAL			\$1,225.00

Explanation of equipment costs:

- * Equipment leased through current competitively bid price agreement contract.

MATERIAL WORKSHEET

DESCRIPTION	UNIT COST	REQUIRED QTY	TOTAL
Bolt, Eye/Through	\$2.37	6	\$14.22
Cable 4 Cond.	\$0.43	300	\$129.00
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Clamp, 3 Bolt	\$3.55	12	\$42.60
Head, V3 or H3	\$239.82	14	\$3,357.48
Head, V5 or H5	\$336.45	2	\$672.90
Messenger, 1/4" (RL)	\$84.00	2	\$168.00
Pole, Steel 35' Str.	\$590.90	2	\$1,181.80
Misc. Material (0.5% of subtotal)			\$29.32
CATV Cable Network Hardware/Activation *	\$1,500.00	1	\$1,500.00
SUB TOTAL			\$7,393.32
3% MAT HAND			\$221.80
TOTAL			\$7,615.12

Explanation of material costs:

- * The CATV cable drop used for the temporary traffic signal will be reused for the permanent traffic signal if it is still in good working condition.

GRAND TOTAL \$24,285.32

WHEREAS, the Town of Addison desires to make intersection improvements to the intersection on Arapaho Road at Dallas Parkway, which lies partially within both Addison and Dallas city limits; and,

WHEREAS, the proposed intersection improvements will require relocating the existing traffic signals both during and after construction; and,

WHEREAS, the traffic signals at this location are currently operated and maintained by the City of Dallas and will be relocated during the project by City forces; and,

WHEREAS, the Town of Addison has agreed to pay for the total cost to relocate the traffic signals during and after construction of the project and install signal upgrades as required; and,

WHEREAS, an Interlocal Agreement is required in order for the City to participate with the Town of Addison in this proposed intersection improvement project.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into an Interlocal Agreement with the Town of Addison for intersection improvements on Arapaho Road at Dallas Parkway.

Section 2. That the City Manager is hereby authorized to execute the Interlocal Agreement after it has been approved as to form by the City Attorney.

Section 3. That the City Controller is hereby authorized to disburse funds in an amount not to exceed \$24,285.32 from Fund 0522, Agency PBW, Org. 8891, Object 4820.

Section 4. That the City Controller is hereby authorized to deposit all funds received from the Town of Addison pertaining to this project in the amount of \$24,285.32 into Fund 0522, Agency PBW, Org. 8891, Object 4820.

Section 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



APPROVED BY
CITY COUNCIL

Distribution: Public Works and Transportation, Sandra Williams, Room 101, 320 E. Jefferson
City Attorney
City Controller
Budget and Management Services

MAY 27 1998

APPROVED 
HEAD OF DEPARTMENT

APPROVED 
CITY CONTROLLER
CSZ

APPROVED 
Acting City Secretary

CITY MANAGER

TOWN OF
ADDISON

PUBLIC WORKS

To: Joel Renaud

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2837

Company: Dallas PW&Trans

FAX #: 214-670-3800

Date: 12-10-98

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 5

Arapaho Rd @

Re: Addison/Dallas Interlocal Agreement Toll Rd

- Original in mail Per your request FYI Call me

Comments: Official actions of the Addison
City Council, Oct 27, 1998, signed
by Mayor & Secty.
See Item # 2d.

Jim

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 27, 1998
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Beckert, Councilmembers Halpern, Klein, Mallory, Watson,
Wheeler
Absent: Dolan

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Will Hamilton (Fire Department) and Don Greene (Building and Fleet Services).

Police Chief Don Franklin updated the Council on the condition of Officer Kyle Wheatley, who was injured in an incident at Nations Bank on October 26, 1998.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for the October 13, 1998, Council Meeting.
(Approved)

#2b - Consideration of a Resolution approving an entertainment expenditure.
(R98-085)

#2c - Award a contract in the amount of \$17,500 to Fitness Intervention Technologies for consulting services to assist in the development and validation of fitness tests and standards for police officers and firefighters. (Approved)

#2d - Consideration of a Resolution authorizing the City Manager to enter into an interlocal agreement between the Town of Addison and the City of Dallas for the construction of geometric and traffic signal hardware improvements at the intersection of the Dallas North Tollway and Arapaho Road. (R98-086)

Councilmember Halpern moved to approve the above listed items.
Councilmember Klein seconded. The motion carried.

Voting Aye: Beckert, Halpern, Klein, Mallory, Watson, Wheeler
Voting Nay: None
Absent: Dolan

Item #R3 - Recognition of Sandra Goforth for being awarded the Certified Municipal Finance Administrator (CMFA) credential.

No action was required on this item.

Item #R4 - Application for meritorious exception to the Addison Sign Ordinance, Section 14-33. (5), for Lawry's The Prime Rib, 14655 Dallas Parkway, Addison, Texas.

Council approved the meritorious exception as requested by the applicant.

Voting Aye: Beckert, Halpern, Klein, Mallory, Watson, Wheeler
Voting Nay: None
Absent: Dolan

Item #R5 - Consideration of a Resolution authorizing the City Manager to enter into an agreement with Post Properties, Inc., amending that portion of the Addison Circle Master Facilities Plan regarding funding for the Rond Point Art Piece.

Councilmember Mallory moved to duly pass Resolution No. R98-087 authorizing the City Manager to enter into an agreement with Post Properties, Inc., amending that portion of the Addison Circle Master Facilities Plan regarding funding for the Rond Point Art Piece. Councilmember Klein seconded. The motion carried.

Voting Aye: Beckert, Halpern, Klein, Mallory, Watson, Wheeler
Voting Nay: None
Absent: Dolan

Item #R6 -. Consideration of a Resolution authorizing the City Manager to enter into an agreement with Post Properties, Inc., supplementing the Addison Circle Master Facilities Plan to include provisions and rights-of-way for the extension of Spectrum Drive.

Councilmember Halpern moved to duly pass Resolution No. R98-088 authorizing the City Manager to enter into an agreement with Post Properties, Inc., supplementing the Addison Circle Master Facilities Plan to include provisions and rights-of-way for the extension of Spectrum Drive. Councilmember Mallory seconded. The motion carried.

Voting Aye: Beckert, Halpern, Klein, Mallory, Watson, Wheeler
Voting Nay: None
Absent: Dolan

EXECUTIVE SESSION At 7:51 p.m. the Mayor announced that the Council would go into Executive Session to discuss the following items:

Item #ES1 - Pursuant to Section 551.072 of the Texas Government Code, discussion of the need to authorize eminent domain for acquisition of a tract of land on Dooley Road, Lot 1, Block A, Airport Addition, containing approximately 0.5284 acres of land, said land owned by Daniel P. Kondos and Kondos Children's Trust, George Markos, Trustee.

Item #ES2 - Pursuant to Section 551.072 of the Texas Government Code, discussion with City Attorney regarding the final settlement and disposition of Cause No. CC-97-00352, DART and Addison v. ABP Investments III, et al, and ABP INVESTMENT III, et al v. DART and Addison.

The Council came out of Executive Session at 8:01 p.m.

Item #R7 - Consideration of a Resolution determining the public necessity for the acquisition of approximately 0.5284 acres of land from Daniel P. Kondos and Kondos Children's Trust, George Markos, Trustee, land to be used for Airport purposes and a control tower. Attorney authorized to commence an eminent domain case for said acquisition.

Councilmember Halpern moved to duly pass Resolution No. R98-089 determining the public necessity for the acquisition of approximately 0.5284 acres of land from Daniel P. Kondos and Kondos Children's Trust, George Markos, Trustee, land to be used for Airport purposes and a control tower. Attorney authorized to commence an eminent domain case for said acquisition. Councilmember Watson seconded. The motion carried.

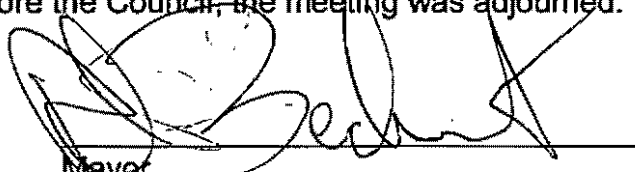
Voting Aye: Beckert, Halpern, Klein, Mallory, Watson, Wheeler
Voting Nay: None
Absent: Dolan

Item #R8 - Consideration of a Resolution authorizing the City to settle its Interest in the two following cases for an additional amount not to exceed \$47,748.00: Case No. CC-97-00352, DART and Addison v. ABP Investments III, et al and ABP INVESTMENT III, et al v. DART and Addison.

Councilmember Halpern moved to duly pass Resolution No. R98-090 authorizing the City to settle its Interest in the two following cases for an additional amount not to exceed \$47,748.00: Case No. CC-97-00352, DART and Addison v. ABP Investments III, et al and ABP INVESTMENT III, et al v. DART and Addison. Councilmember Klein seconded. The motion carried.


Voting Aye: Beckert, Halpern, Klein, Mallory, Watson, Wheeler
Voting Nay: None
Absent: Dolan

There being no further business before the Council, the meeting was adjourned.



Mayor

Attest:



City Secretary

MODE = TRANSMISSION

START=12-10 09:31AM

END=12-10 09:33AM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	2	92146703600	005

-Addison Svc Ctr -Upstairs-

Addison!

BILL SHIPP
(972) 450-7017
(972) 450-7043 FAX
bshipp@ci.addison.tx.us E-mail

Town of Addison 5300 Belt Line Road P.O. Box 9010, Addison, Texas 75001-9010

12-7

Jim,

Signed copy of
Minutes per your request.

Bill



Public Works / Engineering

16801 Westgrove • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

LETTER OF TRANSMITTAL

DATE	12-7-98	JOB NO.
ATTENTION		
RE:	Arapaho Rd	
	Interlocal Agreement	

TO Bill Shipp

GENTLEMAN:

WE ARE SENDING YOU

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via _____ the following items:
- Plans Samples Specifications
- _____

COPIES	DATE	NO.	DESCRIPTION
1			Official Actions of City Council 10-27-98

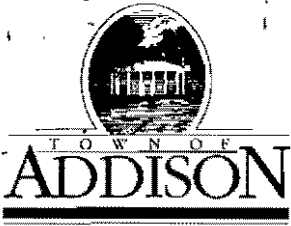
THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review and comment _____
- FOR BIDS DUE _____ 19____ PRINTS RETURNED AFTER LOAN TO US

REMARKS Bell - The City of Dallas has asked for a signed copy of this. Please have signed & returned to me - Thanks

COPY TO _____

SIGNED: Jim Perie



LETTER OF TRANSMITTAL

DATE	12-7-98	JOB NO.
ATTENTION		
RE:	Arapaho Rd	
	Interlocal Agreement	

Public Works / Engineering
 16801 Westgrove • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

TO Bill Shipp

- GENTLEMAN: WE ARE SENDING YOU**
- Shop Drawings
 - Copy of letter
 - Attached
 - Prints
 - Change order
 - Under separate cover via _____ the following items:
 - Plans
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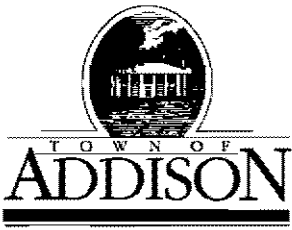
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Public Works / Engineering

16801 Westgrove • P.O. Box 144
Addison, Texas 75001

Telephone: (214) 450-2871 • Fax: (214) 931-6643

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RE:	Arapaho Rd	

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COPIES	DATE	NO.	DESCRIPTION
2			Dallas/Addison Interlocal Agreement

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REMARKS

Please fill in Addison Council Minutes date & have Ron Sign both copies.

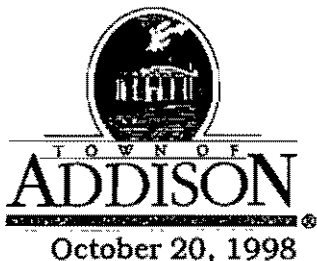
I would leave the "Executed this — day" blank

Please return both copies to me, Thanks

COPY TO _____

SIGNED: John Lewis

If enclosures are not as noted, please notify us at once.



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

MEMORANDUM

To: Ron Whitehead, City Manager
From: Jim Pierce, Assistant City Engineer *JEP*
Subject: Arapaho Road/Toll Road Intersection

The widening of Arapaho Road impacts the Arapaho Road Bridge over the Toll Road in two ways:

1. Traffic flow shifts will have to be made over the bridge as work proceeds to facilitate the construction effort. This requires adjustments to the traffic signals (that belong to Dallas) during construction.
2. The existing access road southbound to northbound u-turn over the bridge will be eliminated to provide room for the widened Arapaho roadway. This u-turn capability must be restored when traffic demand reaches an established level. This in turn will require a future expansion of the bridge.

To contend with these issues, Addison and Dallas staff have been working on an interlocal agreement that sets forth responsibilities for both parties. The agreement (copy attached) requires Addison to design and construct the interim improvements (current project), and to reimburse Dallas for the cost of making the traffic signal adjustments during construction (estimated to be \$24,300). Addison will also design the bridge expansion, when needed, and assume the lead role in the procuring funding for the bridge expansion. Dallas will provide design review and approval, inspection, labor and materials for the traffic signal switches, and maintenance of the intersection.

Staff recommends the City Manager be authorized to sign the attached Dallas/Addison Interlocal Agreement.

Cc: John Baumgartner, Director of Public Works

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
OCTOBER 27, 1998
7:30 P.M.
COUNCIL CHAMBERS
5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

CONSENT AGENDA

- #2a - Approval of the Minutes for the October 13, 1998, Council Meeting.
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- #2b - Consideration of a Resolution approving an entertainment expenditure.
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- #2c - Award a contract in the amount of \$17,500 to Fitness Intervention Technologies for consulting services to assist in the development and validation of fitness tests and standards for police officers and firefighters.
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GRAND TOTAL \$24,285.32

Arapahoe/Toll Rd Bridge 12-1-97

Alan Hendrix - City of Dallas - 214-670-4262

Arap. & Tollway -

Bids need -

An agreement between 2 cities ??
Dallas/Addison

City Draft up something - Make a list of items wanted.

Their attorney or our attorney write the agreement

Go?
By

Alan will get with Jack Antebi and discuss the next steps.

Called Alan 12-12-97 & left word

" " 12-16-97 " "

12-18-97 Phone rang & rang, No answer

Called Jack 12-18-97 left message

12-19-97 Talked to Alan - Alan will check with Jack Antebi for a "go by" and will also check with the attorney that normally draws these agreements up for a "go by". I essentially asked Alan to have the City draw up the agreement.



NORTH TEXAS TOLLWAY AUTHORITY

3015 RALEIGH STREET P.O. BOX 190369
DALLAS, TEXAS 75219
PHONE 214/522-6200 FAX 214/528-4826

November 20, 1997

*John
Jeff*

FYI

Mateo Consulting Engineers, Inc.
5580 Peterson Lane, Suite 255
Dallas, Texas 75240

Attn: Mr. Sterling Forsythe

RE: DNT 255 Section Engineering Services
Dallas North Tollway System

Ladies and Gentlemen:

Your firm currently is providing design services for the NTTA related to the addition of a northbound free right turn lane from northbound Dallas Parkway to eastbound Keller Springs Road. Addison has prepared a number of modifications to the Keller Springs Road/DNT intersection area at reflected in drawing No. P-19, enclosed. NTTA staff cursory review indicates that the southeast quadrant of the intersections may be the single area we jointly should evaluate further.

Please review the compatibility of the design proposed by Addison in the southeast quadrant with the design you are preparing. Please pursue coordination discussion directly with James Pierce and Jack Antebi and keep us advised. Any agreed upon design that requires additional right-of-way and/or utility relocations will warrant further discussions, for the NTTA has not agreed to acquire additional right-of-way or perform utility adjustments in the southeast quadrant.

12-5-97 - This letter, along with a copy of our Arapaho/Beltline plans, were sent to MCE by mistake. James Griffin thought it was appropriate for MCE to comment when in fact, it is not. Disregard this letter entirely

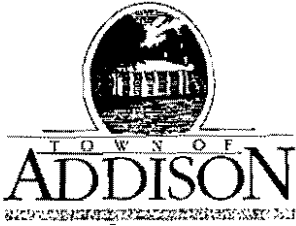
*Bought
Mayer, both Folsom
1 yr 1 1/2 yr ago
10' x 400' long
Carmen*

Very truly yours,

James W. Griffin
James W. Griffin
Executive Director

JWG/mp

cc: James Pierce
Jack Antebi
HNTB Corporation
Engineering



PUBLIC WORKS
Post Office Box 14

Pete Davis - Called
(ex) Jack Nancy

Jim Guffin
or

450-2871
Westgrove

Mark Brouma
214-522-6200

November 14, 1997

Mr. Pete Davis, P.E.
Director of Engineering
North Texas Turnpike Authority
P.O. Box 190369
Dallas, TX 75219-0369

Re: Arapaho Road/Tollway Bridge L

Tim in Austin

Dear Mr. Davis:

New Pos Tx DOT

paho
viden

As you may know, the Town of Addison is planning to build a new bridge over the Dallas North Tollway between the Toll Road and Marshall Road and realign Arapaho Road between the Toll Road and Addison Road.

As part of this project, we propose to modify the traffic lanes at the intersection of Arapaho Road and the Dallas North Tollway to increase the efficiency of east-west traffic flow through the intersection. We have worked very closely with Jack Antebi of the City of Dallas on this and have incorporated all of their comments in our plans.

I have enclosed a print showing our final design for your information. We trust that you will not have any objection to our plans, but if you have any comments we would like to have them at your earliest convenience. In the meantime, if you have any questions, please call me at 972-450-2879.

Very truly yours,

12-3-97 Telecon from Jim Guffin:

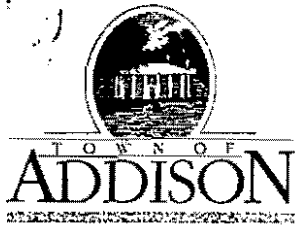
Town of Addison

Have sent to Metro for comment. Does not see any problem.

James C. Pierce, Jr., P.E.
Assistant City Engineer

cc: John Baumgartner, P.E.
Director of Public Works

Enclosure



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

November 14, 1997

Mr. Jack Antebi, P.E.
Dallas Public Works & Transportation Department
1500 Marilla Street, Room L1-B-N
Dallas, Texas 75201

Re: Arapaho Road/Tollway Bridge Lane Modification

Dear Jack:

First let me thank you for your advice and assistance in our efforts to improve traffic flow through the Arapaho Road/Tollway intersection.

Please find enclosed 2 prints showing the final design of the lane modifications we propose for the Arapaho Road/Tollway intersection. We have incorporated your comments and are now ready to issue these plans for bids to be received on November 26, 1997.

Please let us have your approval for our records.

Your attention to this matter will be most appreciated. Please call me at 972-450-2879 if you have any questions or require additional information.

Very truly yours,

Town Of Addison

James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

cc: John Baumgartner, Director of Public Works
Ken Roberts, Huitt-Zollars

Attachment

11-25-97 Spoke to Jack. Staff may have to go to City Council for approval for the work in the City of Dallas. Joe Renand has been reviewing. He will ask Joe of status. City Council approval could take a couple of months. Jack has been busy with the Arena. Jack must meet with his director to decide.

HUITT-ZOLLARS, INC.
 3131 McKinney Avenue, Suite 600
 DALLAS, TEXAS 75204

LETTER OF TRANSMITTAL

(214) 871-3311

TO Town of Addison - Public Works
16801 Westgrove
Addison, TX 75001

DATE	11-13-97	JOB NO.	01-1772-01
ATTENTION	Jim Pierce, P.E.		
RE:	Arroyo Road		

WE ARE SENDING YOU Attached Under separate cover via Mail the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change order

COPIES	DATE	NO.	DESCRIPTION
4	11-13-97	P-19	Bridge Lane Modifications

THESE ARE TRANSMITTED as checked below:

- For approval
 Approved as submitted
 Resubmit _____ copies for approval
 For your use
 Approved as noted
 Submit _____ copies for distribution
 As requested
 Returned for corrections
 Return _____ corrected prints
 For review and comment

 FOR BIDS DUE _____ 19 _____
 PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____ SIGNED: Ken Roberts

If enclosures are not as noted, kindly notify us at once.

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DALLAS/ADDISON INTERLOCAL AGREEMENT

WHEREAS, the City of Dallas, Texas (hereinafter called "Dallas") and the Town of Addison (hereinafter called "Addison"), both Texas municipal corporations, want to enter into an agreement for the construction of geometric and traffic signal hardware improvements at the intersection of Dallas North Tollway and Arapaho Road (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Now, Therefore, this Agreement is hereby made and entered into by Dallas and Addison, in consideration of the mutual promises and covenants contained herein.

WITNESSETH:

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only. Dallas and Addison also agree that the final phase of improvements shall be designed and constructed once the southbound to northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day. For purposes of determining whether the above-mentioned 90 vehicle per hour criteria has been reached, the traffic count will be performed by a qualified professional individual or firm mutually agreed upon by Dallas and Addison. Addison will also assume the lead role in procuring funding for the final improvements. The design of the final improvements shall be approved by Dallas prior to construction. The final improvements shall be constructed in accordance with this Agreement, except that if any additional terms or conditions become necessary in connection with the final improvements, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.

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 - B. Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of interim Project construction, including but not limited to design, right-of-way acquisition and construction. Addison agrees to reimburse

Dallas for the labor, equipment and material costs associated with the installation of temporary and permanent signals as well as signal timing adjustments for the intersection during Project construction as required in Paragraph 2.C above. The estimated costs of these items are shown in Exhibit B, attached to and made a part of this Agreement.

- C. Addison shall also submit a Traffic Control Plan, to be reviewed and approved by Dallas, as part of the overall Project design.
- D. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.

4. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the parties.

Executed this _____ day of _____, 1998 by Addison, pursuant to City of Addison Council Minutes dated _____, 1998, and by Dallas, pursuant to City Council Resolution 98-_____, dated _____, 1998.


CITY OF DALLAS
TEODORO J. BENAVIDES, City Manager

TOWN OF ADDISON

By: _____
Assistant City Manager

By: _____
Mayor

APPROVED AS TO FORM:
ANGELA K. WASHINGTON
Interim City Attorney

By: _____
Assistant City Attorney
~~Submitted to City Attorney~~


APPROVED AS TO FORM:
By: _____
City Attorney

EXHIBIT A - INDEMNITY FORM

Contractor agrees to defend, indemnify and hold Addison, its officers, agents and employees, and the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Addison, its officers, agents or employees, or the sole negligence or fault of Dallas, its officers, agents or employees, and in the event of joint and concurring negligence or fault of Contractor, Addison and Dallas, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to Addison or the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

EXHIBIT B - Temporary and Permanent Signal Cost Estimate

Arapaho at Dallas Parkway

LABOR WORKSHEET

GRADE	RATE	HRS	TOTAL
Electrician Master 54	\$24.94	40	\$997.60
Electrician Supv. 49	\$21.63	120	\$2,595.60
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician 46	\$15.36	120	\$1,843.20
Electrician 46	\$15.36	120	\$1,843.20
Engineer 57	\$31.45	16	\$503.20
Inspector 49	\$19.55	8	\$156.40
SUB TOTAL			\$12,660.00
+22% OH			\$2,785.20
TOTAL			\$15,445.20

Explanation of labor costs:

- Electricians: Will construct and maintain the temporary traffic signals during the construction. The estimates assume three signal adjustments will be need throughout the construction due to traffic switches.
- Engineer: Will perform signal timing changes for the temporary and permanent traffic signals.
- Inspector: Will handle coordination of delivery of all required signal hardware and will inspect the installation of pull boxes and conduit.

EQUIPMENT WORKSHEET

EQUIPMENT	RATE	# DAYS	TOTAL
Bucket Truck *	\$50.00	15	\$750.00
Pole Cat	\$75.00	5	\$375.00
Pick Up Truck	\$20.00	5	\$100.00
TOTAL			\$1,225.00

Explanation of equipment costs:

- * Equipment leased through current competitively bid price agreement contract.

MATERIAL WORKSHEET

DESCRIPTION	UNIT COST	REQUIRED QTY	TOTAL
Bolt, Eye/Through	\$2.37	6	\$14.22
Cable 4 Cond.	\$0.43	300	\$129.00
Cable, Signal	\$1.49	200	\$298.00
Clamp, 3 Bolt	\$3.55	12	\$42.60
Head, V3 or H3	\$239.82	14	\$3,357.48
Head, V5 or H5	\$336.45	2	\$672.90
Messenger, 1/4" (RL)	\$84.00	2	\$168.00
Pole, Steel 35' Str.	\$590.90	2	\$1,181.80
Misc. Material (0.5% of subtotal)			\$29.32
CATV Cable Network Hardware/Activation *	\$1,500.00	1	\$1,500.00
SUB TOTAL			\$7,393.32
3% MAT HAND			\$221.80
TOTAL			\$7,615.12

Explanation of material costs:

- * The CATV cable drop used for the temporary traffic signal will be reused for the permanent traffic signal if it is still in good working condition.

GRAND TOTAL \$24,285.32



**City of Dallas
Department of
Public Works and
Transportation**

FACSIMILE COVER PAGE

DATE: 8/12/98

PLEASE DELIVER TO: JIM PIERLE

DESTINATION FAX PHONE: ⁹⁷² 450-2834

DESTINATION VOICE PHONE: _____

SENT BY: Joel Renner

SENDER'S VOICE PHONE: _____

TOTAL PAGES (Including Cover Page): 7

COMMENTS:

ORIGINALS ARE IN THE MAIL.

*Jim
Looks ok to me
Joel
10.12.98*

*John - I would
like to put this
on the next Council
agenda. Looks
good to me.
Jim*

Interagency Coordination FAX Phone Number: (214) 670-3800
If you have questions or problems receiving this fax please call
(214) 670-4147.

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

DALLAS/ADDISON INTERLOCAL AGREEMENT

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CITY OF DALLAS
TEODORO J. BENAVIDES, City Manager

TOWN OF ADDISON

By: _____
Assistant City Manager

By: _____
Mayor

APPROVED AS TO FORM:
ANGELA K. WASHINGTON
Interim City Attorney

APPROVED AS TO FORM:

By: _____
Assistant City Attorney
~~Submitted to City Attorney~~


By: _____
City Attorney

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Addison Changes

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 - B. *Interim* Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of Project construction, including but not limited to design, right-of-way acquisition and construction. Addison agrees to reimburse Dallas for

Called Joel

7-31-98

Advised of Demo of S. Side of
Arapaho up to access rd.

Need "final" conduit plans
so we can get them installed.

Joel will review & get back to me

10-12-98 Called Joel - Dallas Attorney must
rewrite the agreement to take care of the
"future" conditions as we perceive them - (we
take the lead, we don't say we will pay for
everything). I requested it on my desk by
Monday so it could get on the agenda for
next Council meeting.

atly changed mind and
went with our suggestions

TOWN OF
ADDISON

Faxed

PUBLIC WORKS

To: Joel Renaud

From: **James C. Pierce, Jr., P.E., DEE**
Assistant City Engineer
Phone: 972/450-2879
FAX: 972/450-2837

Company: Dallas PW&Trans

FAX #: 214-670-³⁸⁰⁰~~3292~~

Date: 9-15-98

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 2

Re: Dallas/Addison Interlocal Agreement

- Original in mail
- Per your request
- FYI
- Call me

Comments: Attached are suggested changes
(page 2 only) of the IIA for
Arapaho Rd.

Please call if you have
any questions.

Jm

2. Dallas agrees to perform the following obligations in connection with the Project:

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MODE = TRANSMISSION

START=09-15 03:18PM

END=09-15 03:20PM

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001	OK	2	92146703800	002

-Addison Svc Ctr -Upstairs-

STATE OF TEXAS
COUNTY OF DALLAS

9-2-98 interim work
Joel requested changes on p 2.

Call Joe when work is to be done

DALLAS/ADDISON INTERLOCAL AGREEMENT

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- D. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.

4. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the parties.

Executed this _____ day of _____, 1998 by Addison, pursuant to City of Addison Council Minutes dated _____, 1998, and by Dallas, pursuant to City Council Resolution 98-_____, dated _____, 1998.


CITY OF DALLAS
JOHN L. WARE, City Manager

TOWN OF ADDISON

By: *Ryan S. [Signature]*
Assistant City Manager

By: _____
Mayor

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

By: _____
Assistant City Attorney
Submitted to City Attorney


APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A - INDEMNITY FORM

Contractor agrees to defend, indemnify and hold Addison, its officers, agents and employees, and the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Addison, its officers, agents or employees, or the sole negligence or fault of Dallas, its officers, agents or employees, and in the event of joint and concurring negligence or fault of Contractor, Addison and Dallas, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to Addison or the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

EXHIBIT B - Temporary and Permanent Signal Cost Estimate

Arapaho at Dallas Parkway

LABOR WORKSHEET

GRADE	RATE	HRS	TOTAL
Electrician Master 54	\$24.94	40	\$997.60
Electrician Supv. 48	\$21.63	120	\$2,595.60
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician 46	\$15.36	120	\$1,843.20
Electrician 46	\$15.36	120	\$1,843.20
Engineer 57	\$31.45	16	\$503.20
Inspector 48	\$19.55	8	\$156.40
SUB TOTAL			\$12,660.00
+22% OH			\$2,785.20
TOTAL			\$15,445.20

Explanation of labor costs:

- Electricians:** Will construct and maintain the temporary traffic signals during the construction. The estimate assumes three signal adjustments will be needed throughout the construction due to traffic switches.
- Engineer:** Will perform signal timing changes for the temporary and permanent traffic signals.
- Inspector:** Will handle coordination of delivery of all required signal hardware and will inspect the installation of pull boxes and conduit.

EQUIPMENT WORKSHEET

EQUIPMENT	RATE	# DAYS	TOTAL
Bucket Truck *	\$50.00	15	\$750.00
Pole Cat	\$75.00	5	\$375.00
Pick Up Truck	\$20.00	5	\$100.00
TOTAL			\$1,225.00

Explanation of equipment costs:

- * Equipment leased through current competitively bid price agreement contract.

MATERIAL WORKSHEET

DESCRIPTION	UNIT COST	REQUIRED QTY	TOTAL
Bolt, Eye/Through	\$2.37	6	\$14.22
Cable 4 Cond.	\$0.43	300	\$129.00
Cable, Signal	\$1.49	200	\$298.00
Clamp, 3 Bolt	\$3.55	12	\$42.60
Head, V3 or H3	\$239.82	14	\$3,357.48
Head, V5 or H5	\$336.45	2	\$672.90
Messenger, 1/4" (RL)	\$84.00	2	\$168.00
Pole, Steel 35' 5tr.	\$590.90	2	\$1,181.80
Misc. Material (0.5% of subtotal)			\$29.32
CATV Cable Network Hardware/Activation *	\$1,500.00	1	\$1,500.00
SUB TOTAL			\$7,393.32
3% MAT HAND.			\$221.80
TOTAL			\$7,615.12

Explanation of material costs:

- * The CATV cable drop used for the temporary traffic signal will be reused for the permanent traffic signal if it is still in good working condition.

GRAND TOTAL \$24,285.32

981562
May 27, 1998

WHEREAS, the Town of Addison desires to make Intersection improvements to the intersection on Arapaho Road at Dallas Parkway, which lies partially within both Addison and Dallas city limits; and,

WHEREAS, the proposed intersection improvements will require relocating the existing traffic signals both during and after construction; and,

WHEREAS, the traffic signals at this location are currently operated and maintained by the City of Dallas and will be relocated during the project by City forces; and,

WHEREAS, the Town of Addison has agreed to pay for the total cost to relocate the traffic signals during and after construction of the project and install signal upgrades as required; and,

WHEREAS, an Interlocal Agreement is required in order for the City to participate with the Town of Addison in this proposed intersection improvement project.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager is hereby authorized to enter into an Interlocal Agreement with the Town of Addison for Intersection improvements on Arapaho Road at Dallas Parkway.

Section 2. That the City Manager is hereby authorized to execute the Interlocal Agreement after it has been approved as to form by the City Attorney.

Section 3. That the City Controller is hereby authorized to disburse funds in an amount not to exceed \$24,285.32 from Fund 0522, Agency PBW, Org. 8891, Object 4820.

Section 4. That the City Controller is hereby authorized to deposit all funds received from the Town of Addison pertaining to this project in the amount of \$24,285.32 into Fund 0522, Agency PBW, Org. 8891, Object 4820.


Section 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.


APPROVED BY
CITY COUNCIL

Distribution: Public Works and Transportation, Sandra Williams, Room 101, 320 E. Jefferson
City Attorney
City Controller
Budget and Management Services

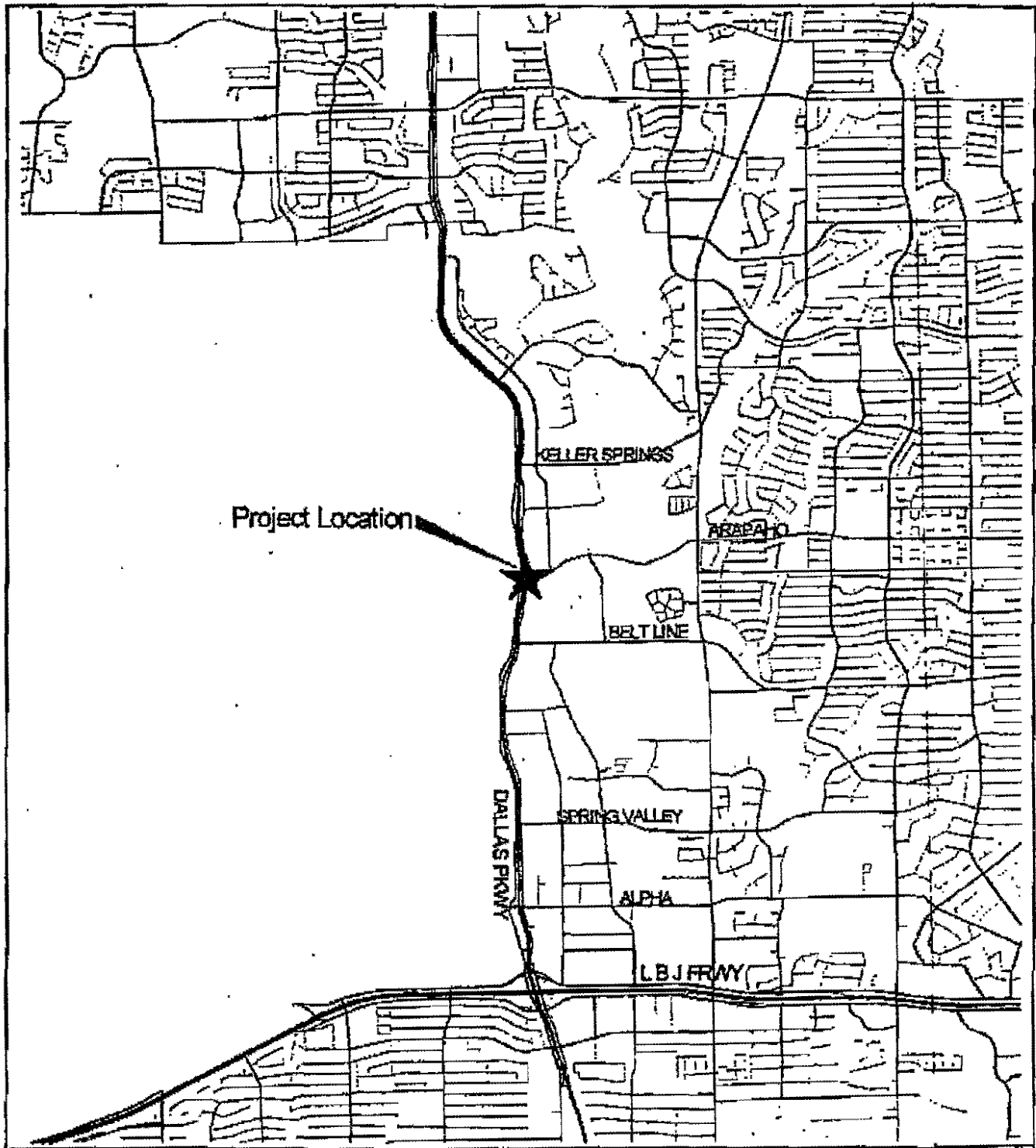
MAY 27 1998

APPROVED 
PUBLIC WORKS DEPARTMENT

APPROVED 
CITY CONTROLLER

APPROVED 
Acting City Secretary
CITY COUNCIL

Arapaho at Dallas Parkway 981562



Project Location

KELLER SPRINGS

ARAPAHO

BRT LINE

DALLAS PKWY

SPRING VALLEY

ALPHA

LBJ FRWY



Prepared by: Transportation GIS
Date: April 16, 1998



Highway
Arterial Streets
Minor Streets

TRANSMITTAL MEMORANDUM		DATE
TO: <i>Jim Pierce</i>		<i>8/17/98</i>
FROM: <i>Alan Hendrix</i>		DEPT. <i>Addison</i>
		DEPT. <i>Dallas</i>
<input type="checkbox"/> Investigate and Report <input type="checkbox"/> Take Appropriate Action <input type="checkbox"/> See Me <input type="checkbox"/> Prepare Reply for my Signature <input type="checkbox"/> Read and Return <input type="checkbox"/> For Your Approval <input type="checkbox"/> Attach File and Return		
<input checked="" type="checkbox"/> Per Your Request <input checked="" type="checkbox"/> For Your Information <input type="checkbox"/> File <input type="checkbox"/> Your Recommendation <input type="checkbox"/> Request Approved <input type="checkbox"/> Request Denied <input checked="" type="checkbox"/> Signature		
COMMENTS:		
<i>Attached are 2 originals of the ILA for DNT/Arapaho. Please execute both copies and return for further processing by our City Attorney. We will then forward a completely executed copy for your file.</i>		

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DALLAS/ADDISON INTERLOCAL AGREEMENT

WHEREAS, the City of Dallas, Texas (hereinafter called "Dallas") and the Town of Addison (hereinafter called "Addison"), both Texas municipal corporations, want to enter into an agreement for the construction of geometric and traffic signal hardware improvements at the intersection of Dallas North Tollway and Arapaho Road (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Now, Therefore, this Agreement is hereby made and entered into by Dallas and Addison, in consideration of the mutual promises and covenants contained herein.

WITNESSETH:

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only. Dallas and Addison also agree that the final phase of improvements shall be designed and constructed once the southbound to northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day. For purposes of determining whether the above-mentioned 90 vehicle per hour criteria has been reached, the traffic count will be performed by a qualified professional individual or firm mutually agreed upon by Dallas and Addison. Addison will also assume the lead role in procuring funding for the final improvements. The design of the final improvements shall be approved by Dallas prior to construction. The final improvements shall be constructed in accordance with this Agreement, except that if any additional terms or conditions become necessary in connection with the final improvements, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.

2. Dallas agrees to perform the following obligations in connection with the Project:
 - A. To make a detailed review of Project plans, specifications and construction documents. Any subsequent modifications to any approved plans, specifications and construction documents for the Project shall also be submitted to Dallas for its review and approval.
 - B. To inspect all Project construction activity for conformity with the approved plans, specifications and construction documents.
 - C. To resume responsibility for maintenance of the Project upon final completion by Addison and acceptance by Dallas. Dallas will maintain existing control of the signal timing for the intersection of Arapaho Road and Dallas North Tollway both during and after Project construction.
 - D. To require all contractors to secure all necessary permits required by Dallas for any work performed within the city limits of Dallas in the course of the Project.

3. Addison agrees to perform the following obligations in connection with the Project:
 - A. Addison will design and construct, or cause design and construction of, all Project improvements, both interim and final, in accordance with all Dallas-approved design criteria, plans, specifications and construction documents. Addison agrees that if it uses outside entities to perform design and construction work, it will require any consulting engineer or construction contractor used to defend, indemnify and hold Dallas and Addison harmless from any claimed personal injury (including death), property damage or other loss for which recovery of damages is allowed that arises out of or is occasioned by any breach of the contract or any negligent or strictly liable act or omission of the consulting engineer or construction contractor in the performance of any Project work. The form of indemnity to be used is as shown in Exhibit A, attached to and made a part of this Agreement.
 - B. Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of Project construction, including but not limited to design, right-of-way acquisition and construction. Addison agrees to reimburse Dallas for

the labor, equipment and material costs associated with the installation of temporary and permanent signals as well as signal timing adjustments for the intersection during Project construction as required in Paragraph 2.C above. The estimated costs of these items are shown in Exhibit B, attached to and made a part of this Agreement.

- C. Addison shall also submit a Traffic Control Plan, to be reviewed and approved by Dallas, as part of the overall Project design.
- D. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.

4. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

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Executed this _____ day of _____, 1998 by Addison, pursuant to City of Addison Council Minutes dated _____, 1998, and by Dallas, pursuant to City Council Resolution 98-_____, dated _____, 1998.

CITY OF DALLAS
JOHN L. WARE, City Manager


TOWN OF ADDISON

By: 
Assistant City Manager

By: _____
Mayor

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

APPROVED AS TO FORM:

By: _____
Assistant City Attorney
Submitted to City Attorney


By: _____
City Attorney

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Arapaho at Dallas Parkway

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Section 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.


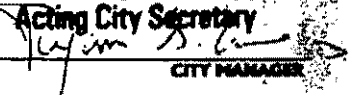
APPROVED BY
CITY COUNCIL

Distribution: Public Works and Transportation, Sandra Williams, Room 101, 320 E. Jefferson
City Attorney
City Controller
Budget and Management Services

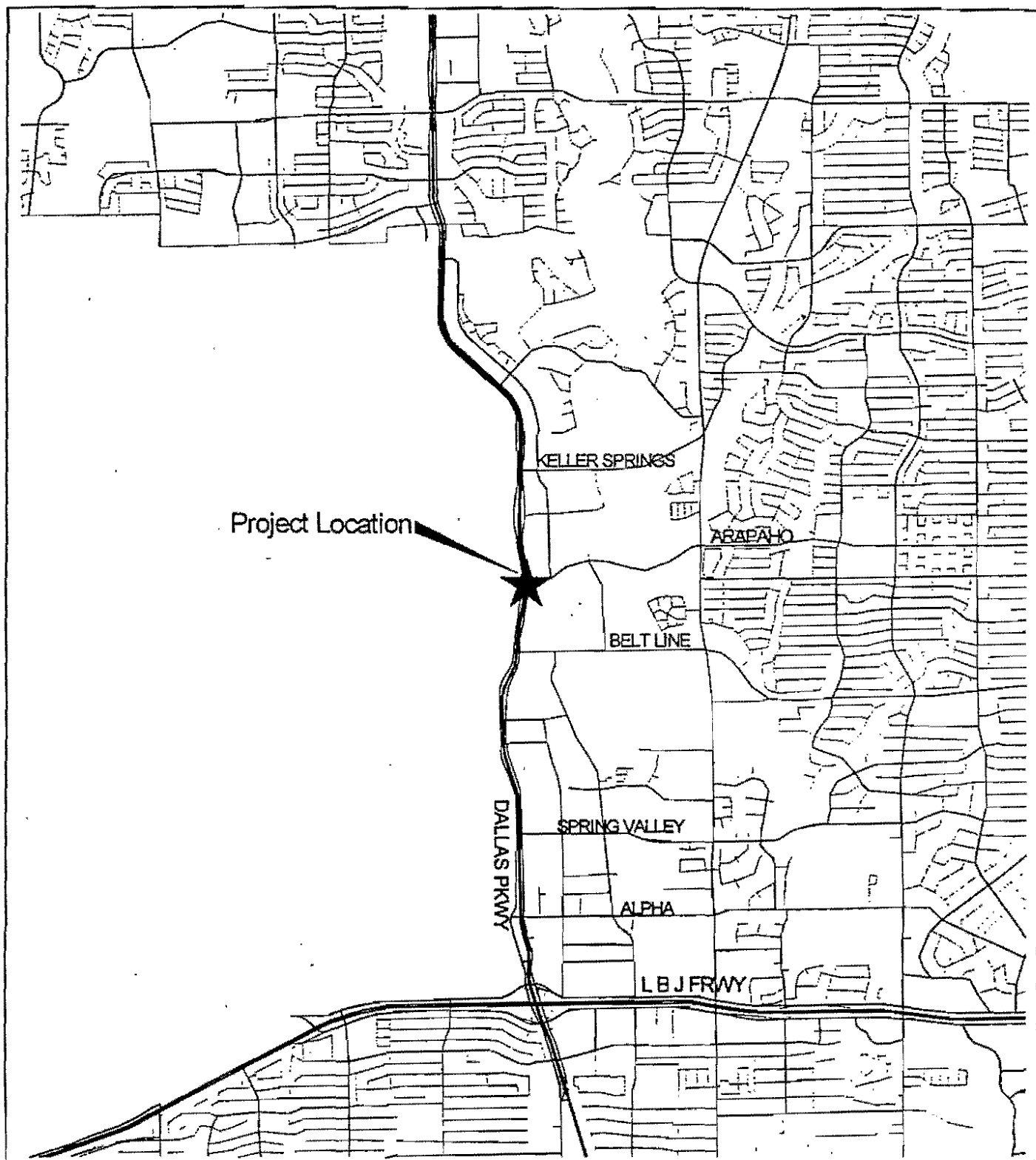
MAY 27 1998

APPROVED 
HEAD OF DEPARTMENT

APPROVED 
CITY CONTROLLER


Acting City Secretary

CITY MANAGER

Arapaho at Dallas Parkway 981562



Prepared by: Transportation GIS
Date: April 16, 1998



Highway
Arterial Streets
Minor Streets



LETTER OF TRANSMITTAL

Public Works / Engineering
 16801 Westgrave • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	8-3-98	JOB NO.
ATTENTION		
RE:	Arapaho Road	

TO Robert Weber
Ed Bell Const

- GENTLEMAN:**
WE ARE SENDING YOU
- Attached
 - Under separate cover via _____ the following items:
 - Shop Drawings
 - Prints
 - Plans
 - Samples
 - Specifications
 - Copy of letter
 - Change order
 - _____

COPIES	DATE	NO.	DESCRIPTION
1			Memo from Joel Renaud regarding conduit & pull box installation @ toll Road

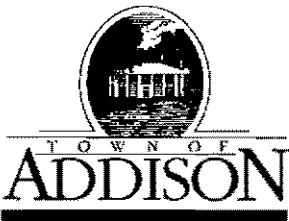
- THESE ARE TRANSMITTED as checked below:**
- For approval
 - For your use
 - As requested
 - For review and comment
 - FOR BIDS DUE _____ 19____
 - Approved as submitted
 - Approved as noted
 - Returned for corrections
 - _____
 - Resubmit _____ copies for approval
 - Submit _____ copies for distribution
 - Return _____ corrected prints
 - PRINTS RETURNED AFTER LOAN TO US

REMARKS The attached shows conduit and pull boxes that need to be installed as part of your work in the Toll Road intersection. Please proceed with this work. Additional conduits will need to be placed on the east side.

COPY TO Dave Wilde

SIGNED: Jim Lewis

If enclosures are not as noted, please notify us at once.



LETTER OF TRANSMITTAL

Public Works / Engineering

16801 Westgrove • P.O. Box 144

Addison, Texas 75001

Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	8-4-98	JOB NO.
ATTENTION		
RE:	Arapaho Rd / Toll Rd	
	ILA	

TO Joel Renaud
Dallas Public Wks & Trans

GENTLEMAN:

WE ARE SENDING YOU

- | | | |
|---|--|---|
| <input type="checkbox"/> Shop Drawings | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items: |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
| | <input type="checkbox"/> Change order | <input type="checkbox"/> _____ |

COPIES	DATE	NO.	DESCRIPTION
1			Insurance Certificates

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE _____ 19____ | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |

REMARKS As per requirements of the ILA

COPY TO _____

SIGNED: Jim Lewis

If enclosures are not as noted, please notify us at once.

2711 N. Haskell Ave., 8th Floor, LB-8
Phone: (214) 989-2351 ; Fax: (214) 989-2530

Dallas, TX 75204-2999

FAX MESSAGE

To: James C. Pierce, Jr.
Town of Addison

June 2, 1998

Re: Ed Bell Construction Co., Inc.
Certificate of Insurance

Fax #: (972) 450-2871

of Pages: 2 (including cover)

Message:

Attached are copies of the referenced insured's certificate of insurance to Town of Addison and to City of Dallas, as required by contract specifications. The originals will be forwarded in today's mail.

I trust this will be satisfactory for your requirements; however, if I may be of further assistance, please feel free to contact me.

Yours/truly,



Jay Taylor
Account Manager

Att.

cc: Gus Brair
Ed Bell Investments, Inc.
Fax: (214) 352-3201

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2 / 2 / 1998

PRODUCER
Aon Risk Services of Texas
2711 N. Haskell Ave. #800 LB#8
Dallas, TX 75204
(214) 989-0000 fax (214) 989-2580

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Ed Bell Investments, Inc.;
Ed Bell Construction Co.
P. O. Box 540787
Dallas, TX 75354-0787

COMPANIES AFFORDING COVERAGE

COMPANY A St. Paul Guardian
COMPANY B National Union Fire Ins. Co.
COMPANY C Transcontinental Insurance Co.
COMPANY D

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> Per Proj Agg	KK 09106514	10/31/97	10/31/98	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	KK 09106514-1	10/31/97	10/31/98	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 257-09-49	10/31/97	10/31/98	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WPC 51208577	10/31/97	10/31/98	<input checked="" type="checkbox"/> WC STAT-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS
RE: Arapaho Road between Addison Road and Dallas North Tollway

ENDORSEMENT
Town of Addison
Finance Dept./Puchasing Div.
P. O. Box 144
Addison TX 75001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Jerry Rose

AGORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
6/ 2/1998

PRODUCER
Aon Risk Services of Texas
2711 N. Haskell Ave. #800 LB#8
Dallas, TX 75204
(214) 989-0000 fax (214) 989-2580

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COMPANY C Transcontinental Insurance Co.
COMPANY D

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> Per Proj Agg	KK 09100514	10/31/97	10/31/98	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	KK 09100514-1	10/31/97	10/31/98	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 357-09-49	10/31/97	10/31/98	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR PARTNER/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WC 31288577	10/31/97	10/31/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/INDUSTRY/SPECIAL ITEMS
RE: Arapaho Road and the Toll Road
Certificate holder is recognized as additional insured under all policies except workers' compensation. All policies include a waiver of subrogation in favor of certificate holder.

City of Dallas
Dept. Public Works & Transportation
320 E. Jefferson Boulevard
Dallas TX 75203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jimmy P. Rose

DALLAS, TRAPANE ILLA

~~Proposed changes to Paragraph 1:~~

ORIGINAL PARAGRAPH

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only. Dallas and Addison also agree that any final designs and improvements necessary shall be performed and constructed by Addison, at Addison's sole cost, once the southbound to northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day. For purposes of determining whether the above-mentioned 90 vehicle per hour criteria has been reached, the traffic count will be performed by a qualified professional individual or firm mutually agreed upon by Dallas and Addison. The design of the final improvements shall be constructed in accordance with this Agreement, except that if any additional terms or conditions become necessary in connection with the final improvements, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.

Proposed Revision:

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only. *Dallas and Addison also agree that the final phase of improvements shall be designed and constructed once the southbound to northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day.* For purposes of determining whether the above-mentioned 90 vehicle per hour criteria has been reached, the traffic count will be performed by a qualified professional individual or firm mutually agreed upon by Dallas and Addison. *Addison will also assume the lead role in procuring funding for the final improvements.* The design of the final improvements shall be constructed in accordance with this Agreement, except that if any additional terms or conditions become necessary in connection with the final improvements, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.

ATTN: Jim PIERCE
ADDISON

212 450-2834

From: JOEL RENAUD
CITY OF DALLAS

214-670-7019

called Joel 7-16-98
and advised the revised
paragraph is OK (left voice mail
message) JRP

Arapaho / Toll Rd

6-16-98

Discuss → Sam Wilson, Jack Antebi, Joel Renaud, John, Jeff, J.P.
Ultimate rebuild of the bridge -
Bridge belongs to Toll Rd. TTA maintains structure
Dallas does signals & marking - no street maint.

Go for a joint project with Ice tea money?

Will TTA participate? They did the work
job @ Royal Lane

City obligated for 2002 for bonding - they don't
have the "local match."

Keller Springs - Widen Toll Plaza - add a lane
N Bound to East Bound. We need to relocate
utilities, hydrant, signal pole, franchise utilities
Relocation of Dallas utilities must be reimbursed
TTA will pay for that.

Change 3" conduits to 2 = 2" conduits
Dallas needs to discuss with D. Dybala
Try for August agenda item

May have to use Federal Stds (12' lanes & 1' curb offset)
could kill the project.
Dallas will discuss with Dybala & get back
to us.

~~Shuttle is street~~

~~Quick Passes @ Transit Center~~

5-11-98

~~ILA~~ John:

Don't want to pay for most
arm signals

were OK with what's there
today -

Not permanent signal arms -

Put costs in ILA -

TOWN OF
ADDISON

PUBLIC WORKS

To: Joel Renand

From: James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

Company: Dallas Public Wks & Trans

Phone: 972/450-2879
FAX: 972/450-2837

FAX #: 214-670-3800

Date: 5-11-98

16801 Westgrove
P.O. Box 9010
Addison, TX 75001-9010

of pages (including cover): 4

Re: Arapaho Rd / Toll Rd ILA

- Original in mail Per your request FYI Call me

Comments: Joel - please call me when
you get this - I would like
to discuss some changes that
were made.

Jen

Discussed with Joel. He seemed OK
with the changes. He will send to
attorney for review.

5-11-98

DRAFT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DALLAS/ADDISON INTERLOCAL AGREEMENT

WHEREAS, the City of Dallas, Texas (hereinafter called "Dallas") and the Town of Addison, Texas (hereinafter called "Addison"), both Texas municipal corporations, want to enter into an agreement for the construction of geometric and traffic signal hardware improvements at the intersection of Dallas North Tollway and Arapaho Road (hereinafter called the "Project"); and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Now, Therefore, this Agreement is hereby made and entered into by Dallas and Addison, in consideration of the mutual promises and covenants contained herein.

WITNESSETH:

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only.
2. Final design and construction of improvements will be necessary in the future when southbound and northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day. The terms and conditions of the final design and improvements shall be agreed upon by a duly authorized supplemental agreement to this agreement.
3. Dallas agrees to perform the following obligations in connection with the Project:
 - A. To make a detailed review of Project plans, specifications and construction documents. Any subsequent modifications to any approved plans, and construction documents for the Project shall also be submitted to Dallas for its review and approval.
 - B. To inspect all Project construction activity for conformity with the approved plans, specifications and construction documents.
 - C. To resume responsibility for maintenance of the Project upon final completion by Addison and acceptance by Dallas. Dallas will maintain existing control of the signal timing for the intersection of Arapaho Road and Dallas North Tollway both during and after Project construction.

- D. To require all contractors to secure all necessary permits required by Dallas for any work performed within the city limits of Dallas in the course of the Project.
4. Addison agrees to perform the following obligations in connection with the Project:
 - A. Addison will design and construct, or cause design and construction of, all interim Project improvements, in accordance with all Dallas-approved design criteria, plans, specifications and construction documents. Addison agrees that if it uses outside entities to perform design and construction work, it will require any consulting engineer or construction contractor used to defend, indemnify and hold Dallas and Addison harmless from any claimed personal injury (including death), property damage or other loss for which recovery of damages is allowed that arises out of or is occasioned by any breach of the contract or any negligent or strictly liable act or omission of the consulting engineer or construction contractor in the performance of any Project work. The form of indemnity to be used is as shown in Exhibit A, attached to and made a part of this Agreement.
 - B. Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of interim Project construction, including but not limited to temporary signals, hardware upgrades, and temporary signs and markings.
 - C. Addison agrees to reimburse Dallas for the cost of all signal hardware and signal timing adjustments required for the interim improvements project. Some hardware upgrading is included and the spanwire will be changed from a "Z" to a Box configuration. Addison understands the cost of the adjustments has been estimated to be approximately \$24,300 and that payment is required before the work can begin.
 - D. Addison shall also submit a Traffic Control Plan, to be reviewed and approved by Dallas, as part of the overall Project design.
 - E. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.
 5. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

DRAFT

6. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the parties.

Executed this _____ day of _____, 1998 by Addison, pursuant to City of Addison Council Minutes dated _____, 1998, and by Dallas, pursuant to City Council Resolution 98-_____, dated _____, 1998.

CITY OF DALLAS
JOHN L. WARE, City Manager

TOWN OF ADDISON

By: _____
Assistant City Manager

By: _____
City Manager

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

By: _____
City Attorney

MODE = TRANSMISSION

START=05-11 02:27PM

END=05-11 02:28PM

NO.	COM	SPEED NO	STATION NAME/ TELEPHONE NO.	PAGES
001	OK	*	92146703800	004

-Addison Svc Ctr -Upstairs-



City of Dallas
 Department of
 Public Works and
 Transportation

FACSIMILE COVER PAGE

DATE: April 27, 1998

PLEASE DELIVER TO: Jim Pierce

DESTINATION FAX PHONE: 972 450-2834

DESTINATION VOICE PHONE: _____

SENT BY: Joel Romo

SENDER'S VOICE PHONE: 670-⁷⁰¹⁹4447

TOTAL PAGES (Including Cover Page): 4

COMMENTS:

IS IT OK TO ADDRESS THE LETTER TO YOU?

*John - Dallas
 wants a check
 "up front" for Arapaho
 signal adjustments.
 Is this
 appropriate?*

Interagency Coordination FAX Phone Number: (214)670-3800

If you have questions or problems receiving this fax, please call:
 (214)670-4147.

Jim

April 27, 1998

Mr. James C. Pierce, Jr., P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
Addison, TX 75001-0144

RE: Arapaho at Dallas Parkway

Dear Mr. Pierce:

Thank you for the opportunity to review the plans for the proposed improvements at Arapaho and Dallas Parkway. As you have discussed with our staff, our city forces will be handling all traffic signal hardware relocations during construction and after construction.

Due to the structure of our traffic signal budget, we are requesting that the Town of Addison reimburse us prior to performing any work at the intersection. The check should be made payable to the City of Dallas and sent to the following address:

Mr. Sam L. Wilson, P.E.
Assistant Director, Public Works and Transportation
City Hall, Room L1BN
Dallas, TX 75201

We have developed a cost estimate (see attachment) for all labor and materials involved in relocating the signals for this project. The cost estimate is based on the assumptions that the signals will need to be physically relocated twice during construction, once at the end of the project, and signal timing adjustments will need to be made for each relocation. The cost estimate also includes upgrading some of the existing hardware at the intersection. If the actual costs are less than the cost estimate, we will pay back the difference once the project is complete.

Also, because this project is to be an interim improvement, the signal hardware will remain as a spanwire intersection. However, the current 'Z' spanwire configuration will be reconfigured as a box span, which is our current standard for spanwire intersections.

If you have any questions or concerns, please contact Mr. Joel Renaud at (214) 670-7019. We look forward to working with Addison on a project we consider to be a vital link between the two cities.

Sincerely,

Sam L. Wilson, P.E.
Assistant Director, Public Works and Transportation

SLW/JDR

Attachment

Apache at Dallas Parkway

Temporary and Permanent Signal Cost Estimate

LABOR WORKSHEET

GRADE	RATE	HRS	TOTAL
Electrician Master 54	\$24.84	40	\$997.60
Electrician Supv. 49	\$21.63	120	\$2,595.60
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician 46	\$15.36	120	\$1,843.20
Electrician 48	\$15.36	120	\$1,843.20
Engineer 57	\$31.45	16	\$503.20
Inspector 49	\$19.55	8	\$156.40
SUB TOTAL			\$12,660.00
+22% OH			\$2,785.20
TOTAL			\$15,445.20

Explanation of labor costs:

Electricians: Will construct and maintain the temporary traffic signals during the construction. The estimates assume three signal adjustments will be need throughout the construction due to traffic switches.

Engineer: Will perform signal timing changes for the temporary and permanent traffic signals.

Inspector: Will handle coordination of delivery of all required signal hardware and will inspect the installation of pull boxes and conduit.

EQUIPMENT WORKSHEET

EQUIPMENT	RATE	# DAYS	TOTAL
Bucket Truck *	\$50.00	15	\$750.00
Pole Cat	\$75.00	5	\$375.00
Pick Up Truck	\$20.00	5	\$100.00
TOTAL			\$1,225.00

Explanation of equipment costs:

* Equipment leased through current competitively bid price agreement contract.

MATERIAL WORKSHEET

DESCRIPTION	UNIT COST	REQUIRED QTY	TOTAL
Bolt, Eye/Through	\$2.37	6	\$14.22
Cable 4 Cond.	\$0.43	300	\$129.00
Cable, Signal	\$1.48	200	\$298.00
Clamp, 3 Bolt	\$3.55	12	\$42.60
Head, V3 or H3	\$239.82	14	\$3,357.48
Head, V5 or H5	\$336.45	2	\$672.90
Messenger, 1/4" (RL)	\$84.00	2	\$168.00
Pole, Steel 35' Str.	\$590.90	2	\$1,181.80
Misc. Material (0.5% of subtotal)			\$29.32
CATV Cable Network Hardware/Activation *	\$1,500.00	1	\$1,500.00
SUB TOTAL			\$7,393.32
3% MAT HAND			\$221.80
TOTAL			\$7,615.12

Explanation of material costs:

* The CATV cable drop used for the temporary traffic signal will be reused for the permanent traffic signal if it is still in good working condition.

GRAND TOTAL \$24,285.32

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DRAFT

DALLAS/ADDISON INTERLOCAL AGREEMENT

of Addison WHEREAS, the City of Dallas, Texas (hereinafter called "Dallas") and the ^{Town} ~~City~~ ~~of Mesquite~~ (hereinafter called "Addison"), both Texas municipal corporations, want to enter into an agreement for the construction of ~~U turn~~ and traffic signal ~~control~~ improvements at the intersection of Dallas North Tollway and Arapaho Road (hereinafter called the "Project"); and

HARDWARE

GEOMETRIC

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Now, Therefore, this Agreement is hereby made and entered into by Dallas and Addison, in consideration of the mutual promises and covenants contained herein.

WITNESSETH:

1. Dallas and Addison agree that the Project improvements currently proposed to be constructed by Addison are interim measures only, ~~and that any final designs and improvements necessary shall be approved by Dallas, and performed and constructed by Addison once the southbound to northbound U turn movement reaches 90 vehicles per hour during any one hour period in a twenty-four hour day. The final improvements shall be constructed in accordance with this Agreement, except that if any additional terms or conditions become necessary in connection with the final improvements, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.~~

*See
draft
2.*

3. Dallas agrees to perform the following obligations in connection with the Project:

A. To make a detailed review of Project plans, specifications and construction documents. Any subsequent modifications to any

2.

Final design and ^{construction of} improvements will be necessary in the future when southbound to northbound U-turn movement reaches 90 vehicles per hour during any one hour period in a twenty four hour day. The terms and conditions of the final design and improvements shall be agreed upon by a duly authorized supplemental agreement to this Agreement.

DRAFT

approved plans, specifications and construction documents for the Project shall also be submitted to Dallas for its review and approval.

- B. To inspect all Project construction activity for conformity with the approved plans, specifications and construction documents.
- C. To resume responsibility for maintenance of the Project upon final completion by Addison and acceptance by Dallas. Dallas will maintain existing control of the signal timing for the intersection of Arapaho Road and Dallas North Tollway both during and after Project construction.
- D. To require all contractors to secure all necessary permits required by Dallas for any work performed within the city limits of Dallas in the course of the Project.

3. Addison agrees to perform the following obligations in connection with the Project:

A. Addison will design and construct, or cause design and construction of, all Project improvements, ^{interim} ~~both interim and final~~, in accordance with all Dallas-approved design criteria, plans, specifications and construction documents. Addison agrees that if it uses outside entities to perform design and construction work, it will require any consulting engineer or construction contractor used to defend, indemnify and hold Dallas and Addison harmless from any claimed personal injury (including death), property damage or other loss for which recovery of damages is allowed that arises out of or is occasioned by any breach of the contract or any negligent or strictly liable act or omission of the consulting engineer or construction contractor in the performance of any Project work. The form of indemnity to be used is as shown in Exhibit A, attached to and made a part of this Agreement.

B. Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of ^{interim} Project construction, including but not limited to temporary signals, ~~permanent signals~~ and temporary and ~~permanent~~ signs and markings. Addison also agrees to reimburse Dallas for the cost of all signal timing adjustments made by Dallas at the intersection during Project construction as required in ~~Paragraph 2.C~~ above.

? hardware upgrades

added new paragraph.

- C. Addison shall also submit a Traffic Control Plan, to be reviewed and approved by Dallas, as part of the overall Project design.
- D. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.

4. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the parties.

Executed this _____ day of _____, 1998 by Addison, pursuant to City of Addison Council Minutes dated _____, 1998, and by Dallas, pursuant to City Council Resolution 98-_____, dated _____, 1998.

CITY OF DALLAS
JOHN L. WARE, City Manager

CITY OF ADDISON

By: _____
Assistant City Manager

By: _____
Mayor
City Manager

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

APPROVED AS TO FORM:

By: _____
Assistant City Attorney
Submitted to City Attorney
[Signature]

By: _____
City Attorney

DRAFT



CITY OF DALLAS

April 30, 1998

Original

Mr. James C. Pierce, Jr., P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
Addison, TX 75001-0144

Re: Arapaho at Dallas Parkway

Dear Mr. Pierce:

Thank you for the opportunity to review the plans for the proposed improvements at Arapaho and Dallas Parkway. As you have discussed with our staff, our city forces will be handling all traffic signal hardware relocations and signal timing adjustments during and after construction.

Due to the structure of our traffic signal budget, we are requesting that the Town of Addison reimburse us prior to performing any work at the intersection. The check should be made payable to the City of Dallas and sent to the following address:

Mr. Sam L. Wilson, P.E.
Assistant Director, Public Works and Transportation
City Hall, Room L1BN
Dallas, TX 75201

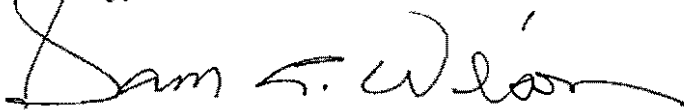
We have developed a cost estimate (see attachment) for all labor and materials involved in relocating the signals for this project. The cost estimate is based on the assumptions that the signals will need to be physically relocated twice during construction, once at the end of the project, and signal timing adjustments will need to be made for each relocation. The cost estimate also includes upgrading some of the existing hardware at the intersection. If the actual costs are less than the cost estimate, we will pay back the difference once the project is complete.

Also, because this project is to be an interim improvement, the signal hardware will remain as a spanwire intersection. However, the current 'Z' spanwire configuration will be reconfigured as a box span, which is our current standard for spanwire intersections.

Mr. James C. Pierce, Jr., P.E.
April 30, 1998
Page 2

If you have any questions or concerns, please contact Mr. Joel Renaud at (214) 670-7019. We look forward to working with Addison on a project we consider to be a vital link between the two cities.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam L. Wilson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sam L. Wilson, P.E.
Assistant Director
Public Works and Transportation

SLW/JDR/290cc

Attachment

c: Alan Hendrix, P.E., Program Manager, Public Works and Transportation

Arapaho at Dallas Parkway

Temporary and Permanent Signal Cost Estimate

LABOR WORKSHEET

GRADE	RATE	HRS	TOTAL
Electrician Master 54	\$24.94	40	\$997.60
Electrician Supv. 49	\$21.63	120	\$2,595.60
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TOTAL			\$15,445.20

Explanation of labor costs:

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TOTAL			\$7,615.12

Explanation of material costs:

* The CATV cable drop used for the temporary traffic signal will be reused for the permanent traffic signal if it is still in good working condition.

GRAND TOTAL \$24,285.32

**facsimile
TRANSMITTAL**

To: Jim Pierce, Jr., P.E.
Of: Town of Addison
Fax: 972.450.2834
Pages: 9, including this cover sheet.
Date: April 17, 1998

Jim,

Here is a DRAFT copy of the interlocal agreement. Please note that this draft does not reference the attached estimate for the signal work.

Also attached is a copy of the conduit and pull boxes (with the City of Dallas specifications) we would like to see installed at the intersection. I will also send a copy of this drawing to Ken Roberts at Huitt-Zollars.

If you have any questions, please call me.

*John -
Draft of ILA
with Dallas for
Arapaho/Toll Rd.
Please let me have
your comments
Jim*

JR.

From the desk of...

Joel Renaud
Engineer Assistant
City of Dallas
(214) 670-7019

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

DRAFT

DALLAS/ADDISON INTERLOCAL AGREEMENT

of Addison WHEREAS, the City of Dallas, Texas (hereinafter called "Dallas") and the ~~City~~ ^{Town} ~~of Mesquite~~ (hereinafter called "Addison"), both Texas municipal corporations, want to enter into an agreement for the construction of ~~U-turn~~ and traffic signal ~~control~~ improvements at the intersection of Dallas North Tollway and Arapaho Road (hereinafter called the "Project"); and

HARDWARE

GEOMETRIC

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 - A. To make a detailed review of Project plans, specifications and construction documents. Any subsequent modifications to any

DRAFT

approved plans, specifications and construction documents for the Project shall also be submitted to Dallas for its review and approval.

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 - C. To resume responsibility for maintenance of the Project upon final completion by Addison and acceptance by Dallas. Dallas will maintain existing control of the signal timing for the intersection of Arapaho Road and Dallas North Tollway both during and after Project construction.
 - D. To require all contractors to secure all necessary permits required by Dallas for any work performed within the city limits of Dallas in the course of the Project.
3. Addison agrees to perform the following obligations in connection with the Project:
- A. Addison will design and construct, or cause design and construction of, all Project improvements, both interim and final, in accordance with all Dallas-approved design criteria, plans, specifications and construction documents. Addison agrees that if it uses outside entities to perform design and construction work, it will require any consulting engineer or construction contractor used to defend, indemnify and hold Dallas and Addison harmless from any claimed personal injury (including death), property damage or other loss for which recovery of damages is allowed that arises out of or is occasioned by any breach of the contract or any negligent or strictly liable act or omission of the consulting engineer or construction contractor in the performance of any Project work. The form of indemnity to be used is as shown in Exhibit A, attached to and made a part of this Agreement.
 - B. Addison agrees to pay 100% of the total cost (or 100% of any local matching share if funding from state or federal sources is utilized) of Project construction, including but not limited to temporary signals, permanent signals, and temporary and permanent signs and markings. Addison also agrees to reimburse Dallas for the cost of all signal timing adjustments made by Dallas at the intersection during Project construction as required in Paragraph 2.C above.

- C. Addison shall also submit a Traffic Control Plan, to be reviewed and approved by Dallas, as part of the overall Project design.
- D. Existing landscaping at the intersection belonging to both Dallas and Addison that is removed or torn up for purposes of Project construction shall be restored by Addison to its original condition, or better, prior to final completion of all Project work.

4. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. This Agreement shall be performed in Dallas County, Texas, and exclusive venue for any legal action required to enforce or construe this Interlocal Agreement shall be in Dallas County.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the parties.

Executed this _____ day of _____, 1998 by Addison, pursuant to City of Addison Council Minutes dated _____, 1998, and by Dallas, pursuant to City Council Resolution 98-_____, dated _____, 1998.

CITY OF DALLAS
JOHN L. WARE, City Manager

CITY OF ADDISON

By: _____
Assistant City Manager

By: _____
Mayor
City Manager

APPROVED AS TO FORM:
SAM A. LINDSAY, City Attorney

APPROVED AS TO FORM:

By: _____
Assistant City Attorney
Submitted to City Attorney
[Signature]

By: _____
City Attorney

DRAFT

EXHIBIT A - INDEMNITY FORM

Contractor agrees to defend, indemnify and hold Addison, its officers, agents and employees, and the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of Addison, its officers, agents or employees, or the sole negligence or fault of Dallas, its officers, agents or employees, and in the event of joint and concurring negligence or fault of Contractor, Addison and Dallas, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any governmental immunity available to Addison or the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

DRAFT

Ar. Jaha at Dallas Parkway

Temporary and Permanent Signal Cost Estimate

LABOR WORKSHEET

GRADE	RATE	HRS	TOTAL
Electrician Master 54	\$24.94	40	\$997.60
Electrician Supv. 49	\$21.63	120	\$2,595.60
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician Journeyman 48	\$19.67	120	\$2,360.40
Electrician 48	\$15.36	120	\$1,843.20
Electrician 46	\$15.36	120	\$1,843.20
Engineer 57	\$31.45	16	\$503.20
Inspector 49	\$19.55	8	\$156.40
SUB TOTAL			\$12,680.00
+22% OH			\$2,785.20
TOTAL			\$15,465.20

DRAFT

Explanation of labor costs:

Electricians: Will construct and maintain the temporary traffic signals during the construction. The estimates assume three signal adjustments will be need throughout the construction due to traffic switches.

Engineer: Will perform signal timing changes for the temporary and permanent traffic signals.

Inspector: Will handle coordination of delivery of all required signal hardware and will inspect the installation of pull boxes and conduit.

EQUIPMENT WORKSHEET

EQUIPMENT	RATE	# DAYS	TOTAL
Bucket Truck *	\$50.00	15	\$750.00
Pole Cat	\$75.00	5	\$375.00
Pick Up Truck	\$20.00	5	\$100.00
TOTAL			\$1,225.00

Explanation of equipmnet costs:

* Equipment leased through current competitively bid price agreement contract.

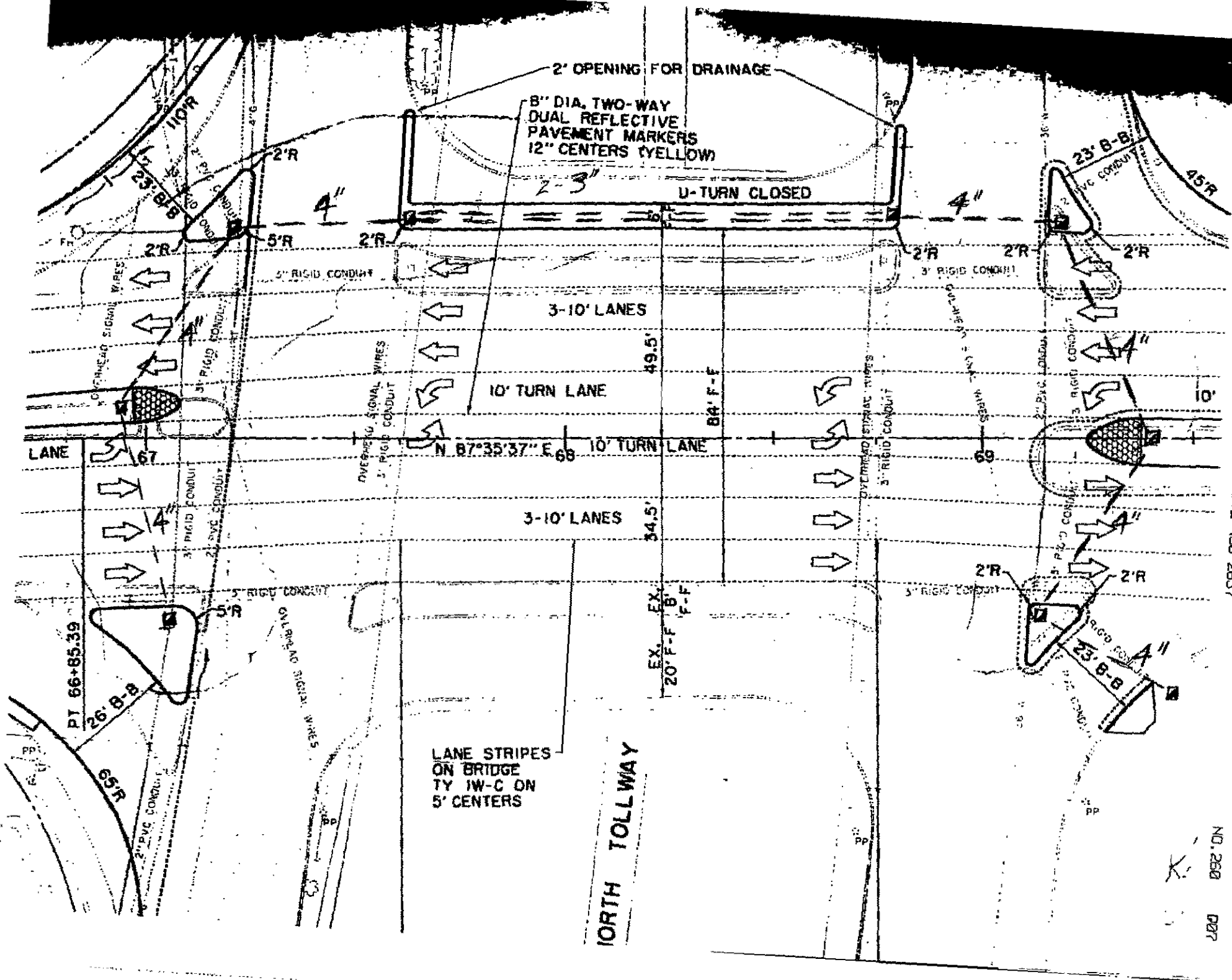
MATERIAL WORKSHEET

DESCRIPTION	UNIT COST	REQUIRED QTY	TOTAL
Bolt, Eye/Through	\$2.37	6	\$14.22
Cable 4 Cond.	\$0.43	300	\$129.00
Cable, Signal	\$1.49	200	\$298.00
Clamp, 3 Bolt	\$3.55	12	\$42.60
Head, V3 or H3	\$239.82	14	\$3,357.48
Head, V5 or H5	\$336.45	2	\$672.90
Messenger, 1/4" (RL)	\$84.00	2	\$168.00
Pole, Steel 35' Str.	\$590.90	2	\$1,181.80
Misc. Material (0.5% of subtotal)			\$29.32
CATV Cable Network Hardware/Activation *	\$1,500.00	1	\$1,500.00
SUB TOTAL			\$7,393.32
3% MAT HAND			\$221.80
TOTAL			\$7,615.12

Explanation of material costs:

* The CATV cable drop used for the temporary traffic signal will be reused for the permanent traffic signal if it is still in good working condition.

GRAND TOTAL \$23,095.32



2' OPENING FOR DRAINAGE

8" DIA. TWO-WAY
DUAL REFLECTIVE
PAVEMENT MARKERS
12" CENTERS (YELLOW)

U-TURN CLOSED

3-10' LANES

10' TURN LANE

3-10' LANES

LANE STRIPES
ON BRIDGE
TY IW-C ON
5' CENTERS

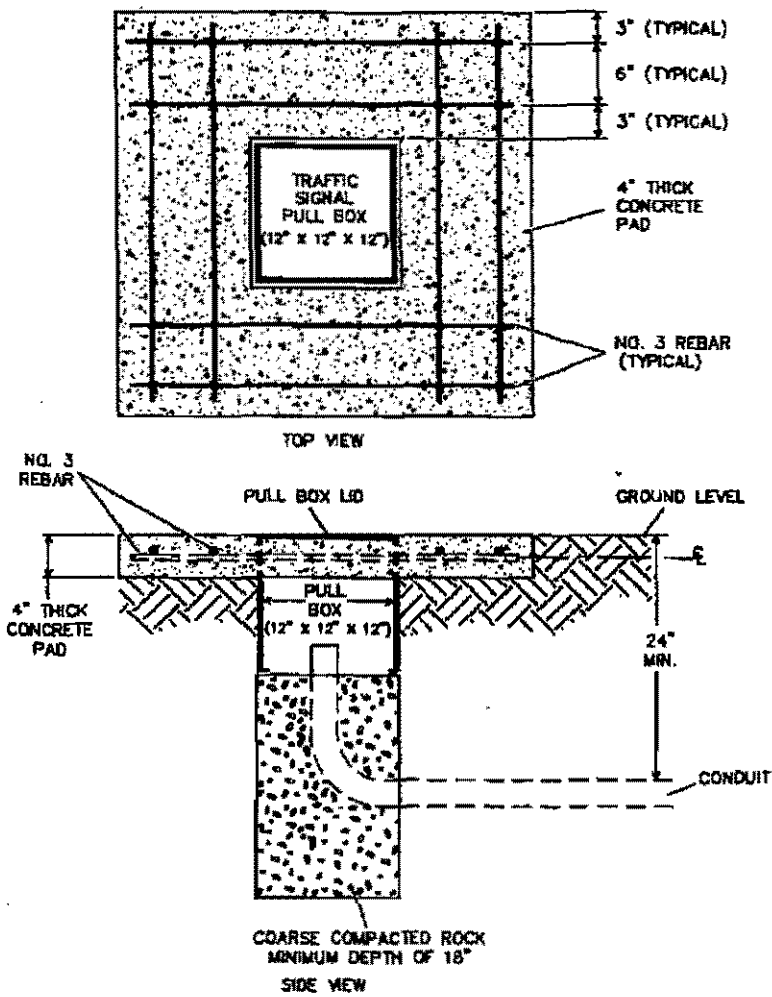
NORTH TOLLWAY

INTERAGENCY → 972 450 2837

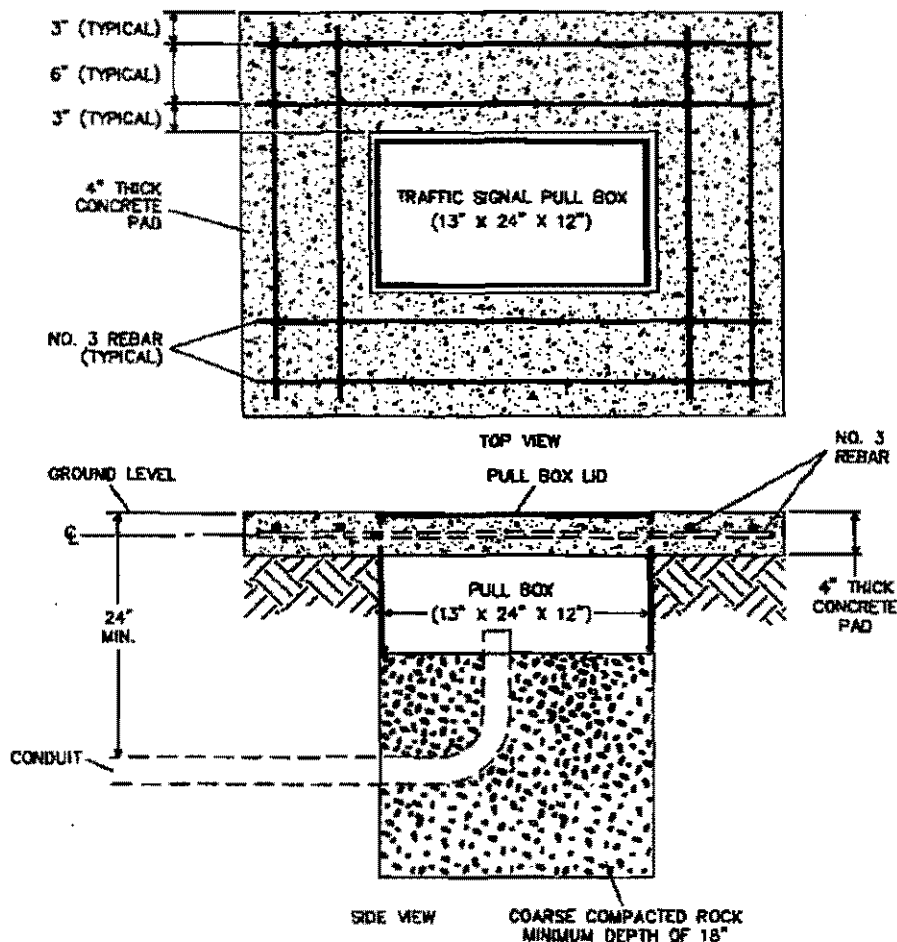
NO. 250
D07

PULL BOX INSTALLATION DETAILS

DETAILS OF SMALL PULL BOX



DETAILS OF LARGE PULL BOX



NOTE:
 ALL CONCRETE SHALL BE EITHER CLASS A OR CLASS C AS DEFINED IN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" 7.4.5

D CITY OF DALLAS
 DEPARTMENT OF PUBLIC WORKS
 AND TRANSPORTATION

1998 GENERAL SIGNAL CONSTRUCTION
 PRICE AGREEMENT SPECIFICATION

EXHIBIT K

**ITEM 208
PROCUREMENT AND INSTALLATION OF PULL BOXES**

208.1 INSTALLATION SPECIFICATIONS

- a) The Vendor will be responsible for installing the pull boxes in the field.
- b) The location of pull boxes shown on the Plans is approximate. The Vendor shall give the Engineer a minimum of 48 hours advance notice of his intention to establish the final pull box location. The location must be approved by the Engineer at the site prior to excavation.
- c) The concrete surface of the pull box apron shall be sprayed with membrane curing compound after the concrete finishing operation is completed and after free water has disappeared. The surface of the concrete shall be kept damp between the completion of the finishing operation and application of the curing compound. The curing compound shall be applied under pressure by means of a nozzle, at a rate not to exceed 200 sq.ft. per gallon. A minimum of 96 hours curing time shall be required.
- d) Refer to Exhibit K for further details on the installation of pull boxes.

208.2 MATERIAL SPECIFICATIONS

- a) Pull box covers shall be constructed of galvanized steel and their top surface shall have a minimum coefficient of friction of 0.5.
- b) The logo "TRAFFIC SIGNAL" shall be imprinted as an integral part of all pull box covers.
- c) All pull box covers shall be furnished with a locking mechanism to prevent access to the pull box without the use of tools.
- d) Pull boxes shall be stackable for extra height.
- e) Pull box enclosures shall be constructed of concrete, and when covered, shall meet AASHTO standard specifications for H20 loading (32,000 lbs. single-axle load over a 10' x 10' area). Enclosures and covers shall be rated for a minimum of 5000 lbs strength over a 10' x 10' area.
- f) All components shall be designed and tested to withstand temperatures as low as -20°F.
- g) Small pull boxes shall be 12" wide by 12" long by 12" deep. Large pull boxes shall be 15" wide by 24" long by 12" deep.
- h) The curing compound for the concrete apron shall be of the membrane type with ASTM designation C-309 Type 2.
- i) Refer to Exhibit K for details on the type of concrete and rebar to use in constructing pull box aprons.

208.3 METHOD OF PAYMENT

Payment for this item will include the cost of:

- a) site excavation work,
- b) properly disposing or excavated material,
- c) providing the concrete, curing compound and rebar for the apron around the pull box,
- d) constructing the apron around the pull box and
- e) procuring the pull box and installing it at the job site.

Unit of payment: EACH

208.A CONSTRUCTION TIME LIMIT.

Once a work order has been issued, the Vendor will have a time limit of 18 working days to procure the pull box and associated materials and 1 working day per pull box for its installation.

HUITT-ZOLLARS

Huitt-Zollars, Inc. / 3131 McKinney Avenue / Suite 600 / LB 105 / Dallas, Texas 75204-2489 / 214/871-3311 / FAX 214/871-0757

March 13, 1998

Mr. Joel Renaud, Engineering Assistant
City of Dallas Public Works & Transportation
City Hall
1500 Marilla, room L1-BN
Dallas, TX 75201

RE: Arapaho Road Reconstruction – Addison, Texas

Dear Mr. Renaud:

At the request of Jim Pierce of the Town of Addison, I am submitting two copies of Sheets P-8, P-13, P-18 & P-19 of our final construction drawings for the reconstruction of Arapaho Road from Addison Road to Dallas North Tollway for your use in preparing the interlocal agreement between the City of Dallas and the Town of Addison. The three drawings depict the paving improvements, lane reconfiguration and re-striping of the lanes at the intersection of Arapaho Road and Dallas North Tollway.

Please give me a call if you should have any questions.

Sincerely,

Huitt-Zollars, Inc.

Kenneth A. Roberts
Kenneth A. Roberts, P.E.
Vice President

Copy: Jim Pierce, P.E. – Town of Addison

*3/27/98 Talked to Joel
Dallas will want us to
install pull boxes &
conduit for future use.*

*Probably will keep the "temp" signals strung
on wire. Probably another month before
the ILA is complete -*

H:\PROJ\01177201\DALLAS1.DOC

Joe Renaud
214-670-7019

2-27-98
±

Temp Signal

By Dallas —

Set Plans
Signal Shop
Cost Est

We reimburse

By air contracts — ?

Permant Signal —

We put in underground

city puts in Above Ground

We reimburse city —

Mat recent Set plans —

Traffic Control

Signalization

Paving @ Interaction

Send to Joe

Interconnect

2-20-98

Alan Hendrix -

Lois ^{Scalf} atty

Not been able to
work on it yet
1-st Part next week

214670-2472

Call him? @ ↑ ?

Anapaho / Toll Rd Bridge

1-8-98

Talked to Alan Hendrix - Attorney, Larry Scalf has asked Alan if he has a "go by" (we thought the attorney would have one). Alan will try to find one; in any case he will meet with the attorney and provide scope of the agreement.

1-15-98 Joel Renand called and asked if we had incorporated the City's comments in our plans and I stated we had. Joel said OK and he would forward this info on to the city attorney that is preparing the I.L.A. I asked Joel to call if he needed any more info. JP.

Joel
214-670-7019

2-6-98 Called Joel Renand re status. He advised Alan Hendrix is handling this. Got call into Alan & left message.

Alan
14-670-4262

2-24 - Saw Alan Hendrix @ meeting in Farmers Branch - progress being made

2-27 Spoke to Joe Renand - See separate sheet

Postmarked 12-22-97



CITY OF DALLAS

December 5, 1997

Mr. James C. Pierce, P.E.
Town of Addison
Public Works Department
P.O. Box 144
Addison, Texas 75001

Re: Arapaho Road at the Dallas North Tollway

Dear Mr. Pierce:

We received your letter dated November 14, 1997, and the plan sheet for the modifications proposed for the subject intersection. We are in agreement with the concept shown for this location; however, City of Dallas approval of the construction will be contingent on the following items:

- ▶ Execution of an interlocal agreement which outlines each City's current and future responsibilities concerning the construction of this project
- ▶ City of Dallas review of the entire set of construction plans including the sequence of construction and traffic control plan

Please forward a copy of the construction plans and a draft copy of the proposed interlocal agreement for review by our technical and legal staff.

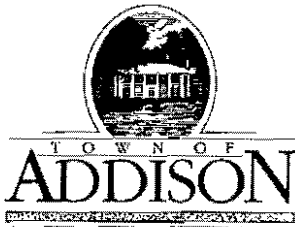
If you have questions or need additional information, please contact Alan Hendrix, P.E. at (214)670-4262.

Sincerely,

Sam L. Wilson, P.E.
Assistant Director
Public Works and Transportation

SLW/AH/pnwp.3982

cc: David C. Dybala, P.E., Director, Public Works and Transportation
Alan Hendrix, P.E., Public Works and Transportation



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

November 14, 1997

Mr. Jack Antebi, P.E.
Dallas Public Works & Transportation Department
1500 Marilla Street, Room L1-B-N
Dallas, Texas 75201

Re: Arapaho Road/Tollway Bridge Lane Modification

Dear Jack:

First let me thank you for your advice and assistance in our efforts to improve traffic flow through the Arapaho Road/Tollway intersection.

Please find enclosed 2 prints showing the final design of the lane modifications we propose for the Arapaho Road/Tollway intersection. We have incorporated your comments and are now ready to issue these plans for bids to be received on November 26, 1997.

Please let us have your approval for our records.

Your attention to this matter will be most appreciated. Please call me at 972-450-2879 if you have any questions or require additional information.

Very truly yours,

Town Of Addison

James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

cc: John Baumgartner, Director of Public Works
Ken Roberts, Huitt-Zollars

Attachment

HUITT-ZOLLARS, INC.
 3131 McKinney Avenue, Suite 600
 DALLAS, TEXAS 75204

LETTER OF TRANSMITTAL

(214) 871-3311

TO Town of Addison - Public Works
P.O. Box 144
Addison, TX 75001

DATE	Nov. 6, 1997	JOB NO.	01-1772-01
ATTENTION	Jim Pierce		
RE:	Arroyo Road		

WE ARE SENDING YOU Attached Under separate cover via Mail the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change order

COPIES	DATE	NO.	DESCRIPTION
4			Bridge Lane Modifications

THESE ARE TRANSMITTED as checked below:

- For approval
 Approved as submitted
 Resubmit _____ copies for approval
 For your use
 Approved as noted
 Submit _____ copies for distribution
 As requested
 Returned for corrections
 Return _____ corrected prints
 For review and comment

 FOR BIDS DUE _____ 19____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____ SIGNED: Ke Robert

If enclosures are not as noted, kindly notify us at once.



Reid
10-20-97
4:30PM

October 21, 1997

Mr. James C. Pierce, Jr., P.E., DEE
Addison Public Works Department
P. O. Box 144
Addison, TX 75001

Re: Arapaho Road/Tollway Bridge Lane Modification

Dear Mr. Pierce:

We received the set of prints you sent to us showing the proposed improvements for Arapaho Road at the Dallas North Tollway and have the following comments.

As an interim mitigation measure for this interchange, the City of Dallas concurs with these proposed improvements (along with a few minor changes mentioned below). However, we would like to see the final design improvements implemented (i.e. open the SB to NB free U-turn) when the peak hourly volume for the SB to NB U-turn movement reaches 90 vehicles per hour during any peak hour in order to prevent degradation in the level of service.

As far as specific comments are concerned, we propose maintaining the existing width (8 feet) of the median between the NB to SB U-turn and the EB through movement since this median experiences most of the pedestrian traffic for this interchange. This requires shifting the EB/WB movements two feet north. Also, we ask that the islands be made as large as possible to accommodate traffic signal hardware. These modifications can also be seen on the enclosed drawing.

Thank you for the opportunity to review these plans. If you have any questions, please contact Jack Antebi, P.E., at (214)670-3267.

Sincerely,


Sam L. Wilson
Assistant Director
Public Works and Transportation

cc Robin ✓

SLW/JDR/pnwp.3824
Attachment

10-10-97

Telecom from

Arapaho / DNT  JL Renaud

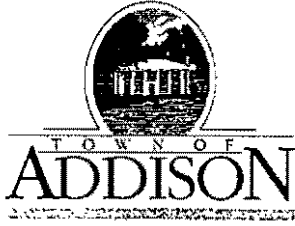
letter & comments coming

comment marks

Red, Supersedes the

Orange marks.

" In the mail "



PUBLIC WORKS DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

September 25, 1997

Mr. Jack Antebi, P.E.
Dallas Public Works & Transportation Department
1500 Marilla Street, Room L1-B-N
Dallas, Texas 75201

Re: Arapaho Road/Tollway Bridge Lane Modification

Dear Jack:

Please find enclosed 2 prints showing the lane modifications we propose for the Arapaho Road/Tollway intersection. I have also enclosed recent traffic counts for the u-turns at this intersection.

Please let us have your comments/approval as we wish to finalize the lane modification design as soon as possible. We are scheduled to receive bids on Arapaho Road on November 18, 1997.

Your attention to this matter will be most appreciated. Please call me at 972-450-2879 if you have any questions or require additional information.

Very truly yours,

Town Of Addison

James C. Pierce, Jr., P.E., DEE
Assistant City Engineer

cc: John Baumgartner, Director of Public Works



LETTER OF TRANSMITTAL

Public Works / Engineering

16801 Westgrove • P.O. Box 144
 Addison, Texas 75001
 Telephone: (214) 450-2871 • Fax: (214) 931-6643

DATE	9-15-97	JOB NO.
ATTENTION	Ken Roberts	
RE:	Arapaho Rd	
	Toll Rd. Bridge	

TO Heitt Zollars

GENTLEMAN:

WE ARE SENDING YOU

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Prints | <input type="checkbox"/> Under separate cover via _____ the following items: |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Change order | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
| | | <input type="checkbox"/> _____ |

COPIES	DATE	NO.	DESCRIPTION
1			Options / thru 4 for traffic flow across bridge
1			Traffic counts for Uturns

THESE ARE TRANSMITTED as checked below:

- | | | |
|---|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
| <input type="checkbox"/> FOR BIDS DUE _____ 19_____ | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |

REMARKS Option 3 is Jack Antebi's preferred "ultimate" option. Increases radius to 35' on S.E. corner. Option 4 is preferred "interim" option to Option 3. Option 4 takes away Uturn lane on northside; increases radius to 35' on SE corner as before. Option 1 was an acceptable quick fix but we don't like it. I don't have a comment on Option 2 but we would not prefer it. Our main criteria is 3 full lanes eastbound. Discuss with Donna and lets come up with a final drawing for the Bridge.

COPY TO John Baumgartner

SIGNED: Jim

If enclosures are not as noted, please notify us at once.

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

August 7, 1997

Mr. Jim Pierce, P.E.
Asst. Director of Public Works
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: Arapaho Road Bridge
Dallas North Tollway
Conceptual Plan

Dear Mr. Pierce:

We are enclosing six copies of the conceptual plan for adding additional lanes across the Arapaho Bridge at the Dallas North Tollway. Please review these copies to insure that it is the option you desire to share with the City of Dallas. After your meeting with Dallas, we are prepared to make the necessary modifications to the plan prior to your meeting with the Tollway Authority. We are available at your convenience to discuss any questions you may have with the enclosed plan.

Sincerely,



John W. Birkhoff, P.E.

Enclosures

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

May 23, 1997

Mr. Jeff Markiewicz
Post Office Box 144
Addison, Texas 75001-0144

Re: Arapaho Road Bridge @ Dallas North Tollway
Conceptual Marking Plan

Dear Mr. Markiewicz:

We are enclosing two copies of conceptual plans to convert the Arapaho Bridge over the Dallas North Tollway from four-lanes of through traffic to six-lanes of through traffic. Two alternatives are included, one which separates opposing traffic with a concrete jersey barrier and one that separates opposing traffic with jiggle bars. In both alternatives the width of the Texas U-turn is reduced to 12-feet along with the width of the barrier island being reduced. The noses of the islands have been pulled back as not to interfere with through traffic on the Tollway Service Roads.

It is our understanding that enclosed conceptual plans will be discussed with the Texas Turnpike Authority and the City of Dallas. Prior to those meetings, you may desire to overlay your proposed Arapaho Road pavement section on these alternatives. If so, please provide that section and we will incorporate it in our drawing. It would expedite the completion of the exhibit, if you have that section or plan view in electronic format for AutoCADD R13 to read.

We are available at your convenience to discuss any questions you may have with the conceptual plans, or to accompany you during your meetings with the Texas Turnpike Authority and the City of Dallas.

Sincerely,



John W. Birkhoff, P.E.

Enclosure

ARAPHO Rd.

**SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS**

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

FAX TRANSMISSION COVER SHEET

Fax Number: 972-450-2837

From: John W. Birkhoff, P.E.

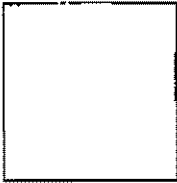
Number of Pages Transmitted (including this one)

3

Date: June 30, 1997

To: **Mr. Jeff Markiewicz**

Copy of agreement for Arapho Road Bridge at the Dallas North Tollway Study.

*Eng contract file
Addison RAY***SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS**

8333 Douglas Avenue, #820

Dallas, Texas 75225-5816

Fax (214) 361-0204

Phone (214) 361-7900

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

April 21, 1997

Mr. David C. Nighswonger, P.E.
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: Arapaho Road Bridge at Tollway
Engineering Services Agreement

Dear Mr. Nighswonger:

In accordance with your request, we propose to provide engineering services for the preparation of a conceptual plan for the addition one lane across the Arapaho Road Bridge crossing the Dallas North Tollway (DNT). Our services will include the following:

1. Field Surveys of the Bridge and the existing roadway sections east and west of the bridge.
2. Attempt to obtain record drawings of the bridge plan and marking plan from the DNT.
3. Prepare the conceptual plan for adding a lane by making the proposed lanes narrower and removing existing barriers. The conceptual plan will show proposed pavement markings to accomplish the addition of the one lane. The plan will be in color to easily distinguish the proposed improvements from the existing layout.
4. At the request of the Town meet with the City of Dallas and/or the DNT.
5. Make revisions in the conceptual plan based on input from the Town's meetings.
6. Prepare an opinion of probable construction cost on the final conceptual plan accepted by the Town of Addison, City of Dallas and the DNT.

We propose to be compensated for our services on a salary cost times a multiplier of 2.3 basis, with expenses being at invoice cost times 1.15. Field survey crews will be billed at \$85.00 per hour. We anticipate 51 hours being required for this project. Accordingly, we recommend a budget of \$4,000.00 be established. We are available at your convenience to discuss any questions you may have with our proposal.

Mr. David C. Nighswonger, P.E.
4/21/97
Page No.2

If you are in agreement with our proposal, please have one copy of this letter agreement executed by the Town of Addison and return it to our office.

Sincerely,



John W. Birkhoff, P.E.

APPROVED FOR THE TOWN OF ADDISON

By: R. W. [Signature]

Date: 4-23-97

Arapaho Road/Tollway Interchange

Capital Project Summary

May 23, 1997

Project

Summary: This project is intended to fully utilize the existing bridge by adding an additional eastbound and westbound lane. This should increase the capacity of the intersection 25 to 35% when the west leg of Arapaho Road is widened.

Funding: This project is estimated to cost \$250,000 and is eligible for funding as a DART-LAP project.

Hurdles:

1. Coordination approval by the other affected jurisdiction - City of Dallas and the Texas Turnpike Authority.
2. Obtaining funding from other sources.

Schedule:

1. Approval of schematics by the City of Dallas and the Texas Turnpike Authority - October 1997.
2. Complete design - January 1998
3. Complete Interlocal Agreement - March 1998
4. Start construction - June 1998
5. Complete Construction - September 1998

Design

Engineers: Huitt Zollars

Contractor: None at this time.

Project

Manager: Jeff Markiewicz

Arapaho Bridge

SHIMEK, JACOBS & FINKLEA, L.L.P.
CONSULTING ENGINEERS

8333 Douglas Avenue, #820 Dallas, Texas 75225-5816 Fax (214) 361-0204 Phone (214) 361-7900

ROSS L. JACOBS, P.E.
RONALD V. CONWAY, P.E.
JOHN W. BIRKHOFF, P.E.
JOE R. CARTER, P.E.
GARY C. HENDRICKS, P.E.
I. C. FINKLEA, P.E.

April 21, 1997

Mr. David C. Nighswonger, P.E.
Town of Addison
Post Office Box 144
Addison, Texas 75001-0144

Re: Arapaho Road Bridge at Tollway
Engineering Services Agreement

Dear Mr. Nighswonger:

In accordance with your request, we propose to provide engineering services for the preparation of a conceptual plan for the addition one lane across the Arapaho Road Bridge crossing the Dallas North Tollway (DNT). Our services will include the following:

1. Field Surveys of the Bridge and the existing roadway sections east and west of the bridge.
2. Attempt to obtain record drawings of the bridge plan and marking plan from the DNT.
3. Prepare the conceptual plan for adding a lane by making the proposed lanes narrower and removing existing barriers. The conceptual plan will show proposed pavement markings to accomplish the addition of the one lane. The plan will be in color to easily distinguish the proposed improvements from the existing layout.
4. At the request of the Town meet with the City of Dallas and/or the DNT.
5. Make revisions in the conceptual plan based on input from the Town's meetings.
6. Prepare an opinion of probable construction cost on the final conceptual plan accepted by the Town of Addison, City of Dallas and the DNT.

We propose to be compensated for our services on a salary cost times a multiplier of 2.3 basis, with expenses being at invoice cost times 1.15. Field survey crews will be billed at \$85.00 per hour. We anticipate 51 hours being required for this project. Accordingly, we recommend a budget of \$4,000.00 be established. We are available at your convenience to discuss any questions you may have with our proposal.

Mr. David C. Nighswonger, []

4/21/97

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If you are in agreement with our proposal, please have one copy of this letter agreement executed by the Town of Addison and return it to our office.

Sincerely,



John W. Birkhoff, P.E.

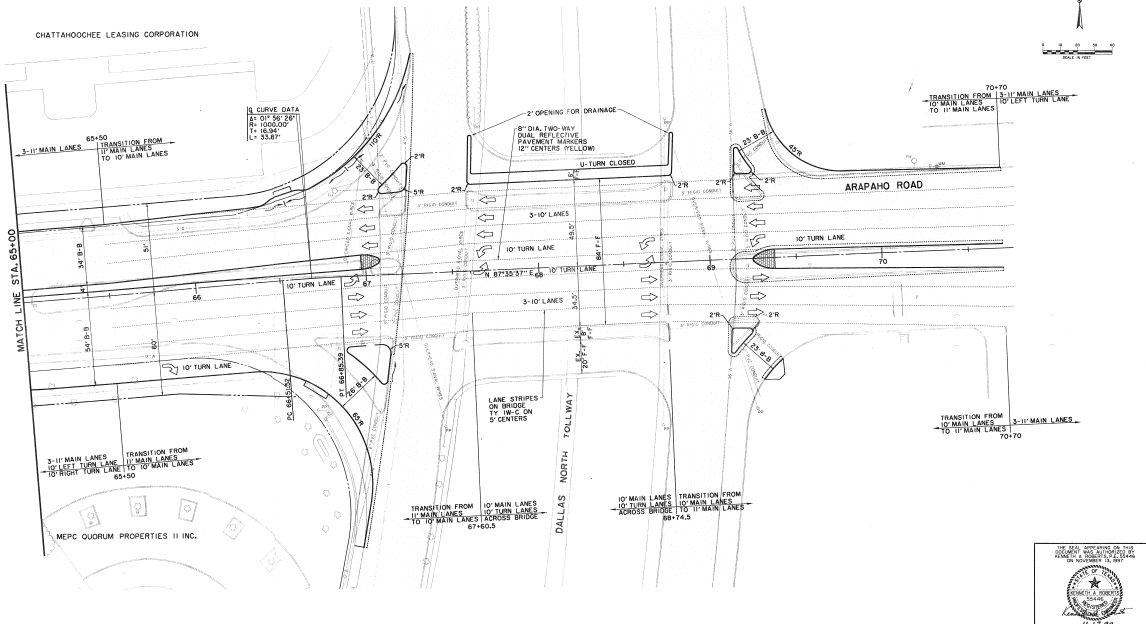
APPROVED FOR THE TOWN OF ADDISON

By: Ron Whitehead

Date: 4 - 23 - 97

CHATTAHOOCHEE LEASING CORPORATION

N



1/4 CURVE DATA
 BT 01° 56' 26"
 R= 606.00
 T= 16.94
 L= 33.67

MATCH LINE STA. 65+00

MEPC QUORUM PROPERTIES II INC.

70+70
 TRANSITION FROM 3-11' MAIN LANES TO 10' MAIN LANES TO 10' LEFT TURN LANE TO 11' MAIN LANES

TRANSITION FROM 10' MAIN LANES TO 11' MAIN LANES TO 10' TURN LANE TO 11' MAIN LANES 70+70

TRANSITION FROM 11' MAIN LANES TO 10' TURN LANES TO 10' MAIN LANES ACROSS BRIDGE 67+60.5

10' MAIN LANES TO 10' TURN LANES ACROSS BRIDGE 68+74.5



BRIDGE LANE MODIFICATION					
ARAPAHO ROAD					
ADDISON ROAD TO DALLAS NORTH TOLLWAY					
TOWN OF ADDISON, TEXAS					
Prepared by: Richard W. Heath, P.E.					
Checked by: Richard W. Heath, P.E.					
Date: 11-13-97					
DESIGN	DRAWN	APPR.	SCALE	DATE	PROJECT NO.
HCI	HCI	KAR	1"=20'	NOV 97	177E-01
					P-15