

2000-3 Arapaho Road
Misc. Invoices - 2000

5

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 11-1-00

Claim # _____

Check \$ 466.65

Vendor No. _____

Vendor Name City of Dallas

Address Attn: Melissa Schimka

Address 3204 Canton St

Address Dallas, TX

Zip Code 75226

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
<u>A-OCT101</u>	<u>41</u>	<u>000</u>	<u>58210</u>	<u>42302</u>		<u>466.65</u>

TOTAL \$466.65

EXPLANATION For traffic signal adjustments
required for Arapaho Road Phase I Project,
a 4 Dallas North Tollway.



 Authorized Signature

_____ Finance

**CITY OF DALLAS
PUBLIC WORKS AND TRANSPORTATION DEPARTMENT
TRAFFIC FIELD OPERATION DIVISION**

Project:	Arapaho/Dallas Parkway	Contractor:	
Requestor:	Town of Addison	Dept/Div:	
Phone:		Fund:	0001
Bill/Address:	5300 Beltline Road	Org:	L175
	Addison, Texas 75240	Acct:	4820

Public Works/Traffic Signals

Mat+2% Warehouse Cost	0.00	0.00	0.00
Equipment Cost	30.55	30.55	0.00
Labor Cost	357.46	357.46	0.00
Overhead/Labor	<u>78.64</u>	<u>0.00</u>	<u>78.64</u>
Grand Total	466.65	388.01	78.64

Reimbursement Org	Total	L175	3054
Account	All	4820	5011

CITY OF DALLAS
 PUBLIC WORKS/TRANSPORTATION DEPARTMENT
 LABOR STATEMENT

LOCATION: ARAPAHO/DALLAS NORTH TOLLWAY
 D. N. T.

DATE	NAME	TITLE	HOURLY HOURS		AMOUNT	SIP	PENSION	FLEXIBLE TOTAL SAL.	
			RATE	WORKED				BENEFITS	& BENEFITS
01-Mar-99	ALVARADO	ELECT. JOURNEYMAN	\$17.96	6.50	\$116.74	\$4.25	\$10.28	\$7.31	\$138.58
01-Mar-99	BETHANY	ELECTRICIAN	\$13.69	6.50	\$88.99	\$4.00	\$7.90	\$7.31	\$108.20
01-Mar-99	URBAN	ELECTRICIAN	\$14.02	6.50	\$91.13	\$4.14	\$8.10	\$7.31	\$110.68
SEPTEMBER 9, 1999				19.50	\$296.86	\$12.39	\$26.28	\$21.93	\$357.46

CITY OF DALLAS
PUBLIC WORKS/TRANSPORTATION DEPARTMENT
EQUIPMENT STATEMENT

LOCATION: ARAPAHO/DALLAS NORTH TOLLWAY
D. N. T.

DATE	EQUIPMENT (DESCRIPTION)	EQUIP#	RATE	HOURS	TOTAL
01-Mar-99	Bucket Truck	7302	4.70	6.50	\$30.55
SEPTEMBER 9, 1999					\$30.55

SIGNAL CONSTRUCTION

FUNDED JOB

LOCATION DNT & ARAPAHO PROJECT D.N.T. ID 6.5 MS.

FUNDING _____ FUND _____ AGENCY _____ ORG. _____ OBJ. _____ JOB# _____

COMMENTS Relocate span wire heads for W. B traffic

DATE MAY 4 1999 LUNCH yes TROUBLE FOUND (TF) CODE _____ FIELD FUNCTION (FF) CODE _____

REF	START	ARRIVE	CLEAR	END	EQUIP#	CREW MEMBERS
1	7 AM	9 AM	12:30	14:00	7302	Alvarado
2						Bethany
3						Urban
4						
5						

WORK DESCRIPTION

Relocate span wire heads
for W. & E Bound traffic

MATERIALS

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 ~~XXXXXX~~

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

By: *Lawrence J. Scott*
Assistant City Attorney
Submitted to City Attorney
LJS

APPROVED AS TO FORM:

By: *Kenneth R. Alford*
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

8891
Reference
City of Addison

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